Highway Agreement

This is an agreement between the Town of Essex (the Town) and _________, (the Developer), the owner of _________ (the Development), together known as the parties to this agreement.

1. The purpose of this highway agreement, which is required by Section 240 of the Town of Essex Standard Specifications for Construction, is to set forth in detail when and in accord with what plans and standards the Developer will construct or install the required improvements in the Development. This highway agreement also addresses the inspection of those required improvements and establishes how the Developer will guarantee that the promised improvements are in fact made.

2. The term of this agreement begins when it is signed by the Town Engineer and ends at the time the last promise is fulfilled by either of the parties. The Town Engineer's signature will follow approval of the final plans for the Development by the Town of Essex Planning Commission. This agreement must be signed by the Town Engineer and recorded before a zoning permit for work on the Development will be approved.

3. The basis for this highway agreement is the approval of the final plans submitted in compliance with the Town of Essex Planning Commission approval. It is understood that the scope of this agreement is confined to the required improvements that are shown on the approved final plans (see Item 4, below) and listed on the Project Construction Estimate form found in Appendix C of these specifications. This highway agreement is not intended to address other conditions of approval.

4. The final plans of the Development, as approved by the Town of Essex Planning Commission on _______ are hereby incorporated into this agreement by reference. It is understood that those approved final plans are binding on the Developer and the Town, and that this creates a vested right for the Developer. It is further understood that only the minor changes in plans permitted by the Town of Essex Planning Commission are permitted without renegotiation of this development agreement.

4A: In the case of a phased development, the final plans of the Phase/s I/I-n, approved by the Town of Essex Planning Commission are hereby incorporated into this agreement by reference. It is understood that those approved final plans are binding on the Developer and the Town, and that this creates a vested right for the Developer. It is further understood that the final plans for additional phases of the Development will be submitted to the Town of Essex Community Development Office prior to the issuance of a zoning permit for those phases. Finally, it is also understood that only the minor changes in plans permitted by the Town of Essex Planning Commission are permitted without renegotiation of this development agreement.

5. Construction or installation of the improvements shall be in accord with all applicable standards of the Town of Essex Public Works Specifications, including the state or national standards referenced in those documents.

6. All public infrastructure improvements shown on the approved final must be made before a Certificate of Substantial Completion will be issued.
6A: In the case of a phased development the Development to be constructed in _____ phases, which are shown on ___________________. The Project Construction Estimate found in Appendix C of these specifications must also been organized by phase so that the list and the costs of the improvements to be made in each phase are clear. It is understood that all improvements shown on the approved final plan for each phase must be complete before a Certificate of Substantial Completion will be issued for that phase.

7. All work covered by this highway agreement is subject to inspection by the Town, as provided by the Town of Essex Standard Specifications for Construction. It is understood that the signature of the Developer on this agreement constitutes permission for representatives of the Town to enter onto the private property of Developer for the purpose of completing these inspections. The Developer further agrees to provide the Town with entry into locked areas and to arrange for safe inspections of potentially hazardous sites. The Developer will also, at his/her expense, provide the opportunity for the Town to discuss work on the required improvements with contractors, designers, and employees retained by the Developer.

A final inspection schedule consistent with the Public Works Specifications will be set at the pre-construction meeting, the date, time, and place for which will be set by mutual agreement of the Town and the Developer.

The Developer will provide reports of inspections of the types and at the intervals specified in Chapter 4 of these specifications to the Town Engineer.

8. Record drawings must be provided to the Town prior to acceptance of the infrastructure by the Town.

9. If the Developer fails to construct or install the improvements shown on the approved plans within the time frames established by this Highway Agreement, the Town may use the securities provided in accord with Section 132 of these specifications to complete the required improvements. If any funds remain in the escrow account after the Town has completed the required improvements, those funds will be returned to the Developer. Securities for phased developments will be provided by phase.

Dated this ___ day of _______________, 20__, at Essex, Vermont.

________________________________
Town Engineer, Town of Essex

Dated this ___ day of _______________, 20__, at Essex, Vermont.

________________________________
Duly-appointed Agent of Developer