

APPENDIX NO. 7

Memorandum of Understanding

A. General Provisions:

The Developer shall, as a condition for plan approval, enter into a Memorandum of Understanding for any application which involves required improvements and/or engineering considerations.

B. Memorandum of Understanding Format:

- a) Memorandum entered into between the Developer and the County; e.g.,

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the following parties:

COUNTY OF CENTRE, hereinafter called "County,"

— and —

_____ hereinafter called "Developer."

RECITALS

WHEREAS, Developer has submitted to the County, by and through the Centre County Planning Commission, a plan and application for a Subdivision or Land Development Plan located in _____ (Township [or] Borough) known and designated as _____; and,

WHEREAS, County has required and Developer has agreed that as a condition precedent to final approval of the Developer's Subdivision or Land Development Plan, all improvements shall be completed by the Developer and approved, or, in lieu of the completion of the improvements required, the Developer shall provide a bond or other security as required by Section 509 and 510 of the Pennsylvania Municipalities Planning Code, (MPC), Act 247 of 1968, as amended (see attachment); and,

WHEREAS, County and Developer desire to set forth their understanding

concerning the Developer's agreement and responsibility to pay the costs involved in processing, inspecting and approving Developer's Subdivision or Land Development Plan.

NOW, THEREFORE, intending to be legally bound hereby, County and Developer agree as follows:

1. The Developer, at his own cost and expense, shall proceed to perform and complete all improvements required by the Developer's Subdivision or Land Development, subject to the review and approval of the plans and specifications by the County Engineer.
2. In lieu of the completion of the improvements required as a condition for the final approval of the Developer's Subdivision or Land Development Plan, the Developer SHALL PROVIDE for deposit with the County, financial security (consistent with Section 509 of the MPC) in an amount sufficient to cover the costs of any improvements including, but not limited to, roads, storm water facilities, utilities and other related facilities. Such bond, or other security SHALL PROVIDE for, and secure to the public, the completion of the improvements within one (1) year of the date fixed in the subdivision or development plat for the completion of such improvements. THE AMOUNT of financial security shall be equal to one hundred ten (110) percent of the cost of the required improvements for which financial security is to be posted. THE COST of the improvements shall be established by submission to the County Engineer and County Planning Commission of an estimate prepared by the Developer's Engineer, subject to review and comment by the County Planning Commission and approval by the County Engineer.
3. The County Engineer and the Developer shall agree upon a notification procedure and a schedule of field inspections to be made during construction and upon completion of all improvements.
4. Upon completion of the improvements, the Developer shall give notice to the County Engineer and County Planning Commission, in writing, to

inspect the improvements. The County Engineer shall inspect the improvements within ten (10) days and shall approve same if they are completed in accordance with the Subdivision or Land Development Plan and acceptable engineering practices. If the County Engineer disapproves, the Engineer shall notify the Developer promptly. If the Engineer does not approve or disapprove the improvements within thirty (30) days after written notification of completion by the Developer, then in such event, the improvements shall be deemed approved.

5. Developer agrees to reimburse the County for Engineering services necessitated by the review and approval of the Developer's plan and necessitated by the review and inspection of all required improvements and all associated expenses, at the following rates: County Engineer \$ _____ per hour; associated itemized expenses, where applicable. It is agreed that the Engineering services shall be payable by the Developer within ten (10) days after date of invoice and prior to final approval of Developer's Subdivision or Land Development Plan or release of financial security.

6. Where applicable, Developer agrees to reimburse the County for Solicitor services necessitated by the review and approval of the Developer's plan and necessitated by the review of all required bonds or security, etc. It is agreed the Solicitor's services shall be payable within ten (10) days after date of invoice and prior to final approval of Developer's Subdivision or Land Development Plan or release of financial security.

7. Developer further agrees to reimburse the County for the required filing Fee(s) in the amount of \$ _____, plus \$ _____ for each lot created.

IN WITNESS, WHEREOF, the parties hence caused this Memorandum of Understanding to be executed, DATED this _____ day of _____, A.D., 19__.

COUNTY:

By: _____

DEVELOPER:

(Notary Seal)

APPENDIX No. 7 (Contd.)

- b) Where applicable, Memorandum entered into between the Developer, the Municipality and the County, e.g.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the following parties:

COUNTY OF CENTRE, hereinafter called "County,"

-and-

TOWNSHIP OR BOROUGH of _____,
hereinafter called ("Township" or "Borough")

-and-

hereinafter called "Developer."

RECITALS

WHEREAS, Developer has submitted to the County, by and through the Centre County Planning Commission, a plan and application for a Land Development Plan located in _____ (Township or Borough) known and designated as _____.

WHEREAS, County has required and Developer has agreed that as a condition precedent to final approval of the Developer's Land Development Plan, all improvements shall be completed by the Developer and approved, or, in lieu of the completion of the improvements required, the Developer shall provide a bond or other security as required by Section 509 and 510 of the Pennsylvania Municipalities Planning Code (MPC), Act 247 of 1968, as amended (see attachment); and,

WHEREAS, County, (Township or Borough) and Developer desire to set forth their understanding concerning the Developer's agreement and responsibility to pay the costs involved in processing, inspecting and approving Developer's Land Development Plan.

WHEREAS, County has required and Developer has agreed that as a condition precedent to final approval of the Developer's Land Development Plan, all required improvements shall be completed and approved. The Developer further agrees that no occupancy of the premises shall take place until final site inspection is performed by the (township or borough) engineer and that all required improvements are found acceptable. (Township or Borough) engineer will provide notice of approval for concurrence by the Centre County Planning Office. Failure to obtain Final Approval (prior to occupancy) will constitute a violation of the County Subdivision and Land Development Ordinance.

NOW, THEREFORE, intending to be legally bound hereby, County, (Township or Borough) and Developer agree as follows:

1. The Developer, at his own cost and expense, shall proceed to perform and complete all improvements required by the Developer's Land Development Plan, subject to the review and approval of the plans and specifications by the (Township or Borough) Engineer.

2. In lieu of the completion of the improvements required as a condition for the final approval of the Developer's Land Development Plan, the Developer SHALL PROVIDE for the deposit with the (Township or Borough), bond or other security (consistent with Section 509 of the MPC) in an amount sufficient to cover the costs of any improvements including, but not limited to, roads, storm water facilities, utilities, and other related facilities. Such bond, or other security SHALL PROVIDE for, and secure to the public, the completion of the improvements within one (1) year of the date fixed in the Land Development Plan for completion of such improvements. THE AMOUNT of financial security shall be equal to one hundred ten (110) percent of the cost of the required improvements for which financial security is to be posted. THE COST of the improvements shall be established by submission to the (Township or Borough) Engineer.

3. The (Township or Borough) Engineer and the Developer shall agree upon a notification procedure and a schedule of field inspections to be made during construction and upon completion of all improvements and provide copy of same to the County.

4. Upon completion of the improvements, the Developer shall give notice to the (Township or Borough) Engineer, in writing, to inspect the improvements. The (Township or Borough) Engineer shall inspect the improvements within ten (10) days and shall approve same if they are completed in accordance with the Subdivision Plan and acceptable engineering practices. If the (Township or Borough) Engineer disapproves, the Engineer shall notify the Developer promptly. Provide copies of all correspondence to the County.

5. Developer agrees to reimburse the (Township or Borough) for Engineering services necessitated by the review and approval of the Developer's plan and necessitated by the review and inspection of all required improvements at the following rates: (Township or Borough) rates: (Township or Borough) Engineer \$_____per hour; associated itemized expenses, where applicable. It is agreed that engineering services shall be payable by Developer within ten (10) days after date of invoice and prior to final approval of Developer's Land Development Plan or release of financial security.

6. Where applicable Developer agrees to reimburse the (Township or Borough) for Solicitor services necessitated by the review and approval of the Developer's plan and necessitated by the review of all required bonds or security, etc. It is agreed the Solicitor's services shall be payable within ten (10) days after date of invoice and prior to final approval of Developer's Land Development Plan or release of financial security.

7. Developer further agrees to reimburse the County for the required filing Fee(s) in the amount of \$_____ plus \$_____ for each lot created -- Preliminary Plan; and in the amount of \$_____, plus \$_____ for each lot created--Final Plan.

8. Developer, their heirs and assigns, agree to save harmless and indemnify the County for any costs, damages, claims and expenses, including legal fees.

IN WITNESS WHEREOF, the parties hence caused this Memorandum of Understanding to be executed, DATED this _____ day of _____ A.D., 19__.

COUNTY:

(TOWNSHIP or BOROUGH):

Date: _____

(Notary Seal)

DEVELOPER:

Date: _____