

MEMORANDUM OF UNDERSTANDING

Subdivision

#1	Township	Without Township Engineer	County & Developer
#2	Township	With Township Engineer	County / Township / Developer
#3	Borough	With Borough Engineer	County / Borough / Developer
#4	Borough	Without Borough Engineer	County & Developer

MEMORANDUM OF UNDERSTANDING

Land Development

#5	Township	Without Township Engineer	County & Developer
#6	Township	With Township Engineer	County / Township / Developer
#7	Borough	With Borough Engineer	County / Borough / Developer
#8	Borough	Without Borough Engineer	County & Developer

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 Plan located in _____ Township 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 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 reenacted and 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 Plan.

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

1. The Developer, at his own costs and expense, shall proceed to perform and complete all improvements required by the Developer's Subdivision, subject to the review and approval of the plans and specification 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 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, 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 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 estimated 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 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 Plan or release of financial security.

6. 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.

* See Attached Engineer's Fee Schedule

MEMORANDUM OF UNDERSTANDING

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- and -

TOWNSHIP OF _____,

hereinafter called "Township."

- and -

hereinafter called "Developer."

RECITALS

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WHEREAS, County has required and Developer has agreed that as a condition precedent to final approval of the Developer's Subdivision 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 reenacted and amended (see attachment); and,

WHEREAS, County, Township 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 Plan.

NOW, THEREFORE, intending to be legally bound hereby, County, Township 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 Plan, subject to the review and approval of the plans and specifications by the Township Engineer.
2. In lieu of the completion of the improvements required as a condition for the final approval of the Developer's Subdivision Plan, the Developer SHALL PROVIDE for the deposit with the Township, 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 subdivision plat 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 Engineer.

3. The Township 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.

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6. Where applicable, Developer agrees to reimburse the Township 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 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.

* See Attached Municipal Engineer's Fee Schedule.

MEMORANDUM OF UNDERSTANDING

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

COUNTY OF CENTRE, hereinafter called "County,"

- and -

BOROUGH OF _____,

hereinafter called "Borough."

- and -

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RECITALS

WHEREAS, Developer has submitted to the County, by and through the Centre County Planning Commission, a plan and application for a Subdivision Plan located in _____ 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 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 reenacted and amended (see attachment); and,

WHEREAS, County, 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 Subdivision Plan.

NOW, THEREFORE, intending to be legally bound hereby, County, 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 Subdivision Plan, subject to the review and approval of the plans and specifications by the Borough Engineer.

2. In lieu of the completion of the improvements required as a condition for the final approval of the Developer's Subdivision Plan, the Developer SHALL PROVIDE for the deposit with the 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 subdivision plat 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 Borough Engineer.

3. The 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.

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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 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 reenacted and 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 Plan.

NOW, THEREFORE, intending to be legally bound hereby, 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 Subdivision, 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 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, 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 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.

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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 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 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 reenacted and 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 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 County Engineer and that all required improvements are found acceptable. County 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 and Developer agree as follows:

1. The Developer, at his own costs and expense, shall proceed to perform and complete all improvements required by the Developer's Land Development, subject to the review and approval of the plans and specifications by the County Engineer.
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Developer's Land Development Plan, the Developer SHALL PROVIDE for the 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, 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 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.

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RECITALS

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* See Attached Municipal Engineer's Fee Schedule.

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* See Attached Municipal Engineer's Fee Schedule.

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

* See Attached Engineer's Fee Schedule.

