

## MEMORANDUM OF UNDERSTANDING

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

- 1) Lancaster County Planning Commission hereinafter called "Commission."
- 2) Pequea Township Supervisors hereinafter called "Township."
- 3) Developer: \_\_\_\_\_

### RECITAL

WHEREAS, Developer has submitted to the Commission, a plan and application for a Subdivision or Land Development Plan located in Pequea Township known and designated as \_\_\_\_\_.

WHEREAS, the Commission 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, the Commission, 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 or Land Development Plan.

NOW, THEREFORE, intending to be legally bound hereby, the Commission, 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 or Land Development 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 or Land Development Plan, the Developer shall provide for deposit with the Township 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 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 Engineer of an estimate prepared by the Developer's Engineer, subject to review, comment, and approval by 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 and provide copy of same to the Commission.
4. Upon completion of the improvements, the Developer shall give notice to the Township Engineer, in writing, to inspect the improvements. The Township 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 Engineer disapproves, the Engineer shall notify the Developer promptly. The Developer shall provide copies of all correspondence to the Commission.
5. Developer agrees to reimburse the Township 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 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 Subdivision of Land Development Plan or release of financial security.
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 Plan of release of financial security.
7. Developer, their heirs and assigns, agree to save harmless and indemnify the Commission for any costs, damages, claims and expenses, including legal fees.

IN WITNESS WHEREOF, the parties hence caused this Memorandum Understanding to be executed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

TOWNSHIP:

DEVELOPER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date: \_\_\_\_\_

Date: \_\_\_\_\_