MEMORANDUM OF UNDERSTANDING

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

Township of Brecknock, Lancaster County, PA

and

_____

Hereinafter called "Developer".

RECITALS

WHEREAS, Developer has submitted to the Township, a plan and application for a Subdivision or Land Development Plan located in Brecknock Township known and designed as_____.

WHEREAS, Township 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 letter of credit, bond or other financial 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, 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, 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 and Land Development Plan, the Developer shall provide for deposit with the Township financial security, consistent with section 509 of the Municipalities Planning Code, in an amount sufficient to cover the costs of any improvements including, but not limited to roads, stormwater and drainage facilities, utilities, open space requirements, streets, sidewalks, landscaping and other related facilities. Such financial security shall provide for and secure the completion of the public improvements within one (1) year of the date fixed in the subdivision or land development plan. The amount of financial security shall be equal to one hundred ten (110%) percent of the cost of the required public improvements for which financial security is posted. The cost of the improvements shall be established by submission to the Township Engineer of a cost estimate prepared by the Developer's Engineer, subject to review, comment and approval by the Township.

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.

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.

5. Developer agrees to reimburse the Township for Engineering and professional consultant services necessitated by the review and approval of the Developer's plan, both preliminary and final, and necessitated by the review and inspection of all required improvements at the following rates: Township Engineer, per approved fee schedule, associated itemized expenses, where applicable; other professional consultants at the prevailing rate. 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 for Solicitor services necessitated by the review and approval of the Developer's plan, both preliminary and final, and necessitated by the review of all required letters of credit, bonds or other financial 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 also agrees to reimburse the Township for engineering and professional consultant services associated with the "as-built" plan and calculations review.

IN WITNESS WHEREOF, the parties hence caused this Memorandum of Understanding to be executed, DATED this_____ day of_____A.D., 2_____.

Township: **Developer(s):(Signatures need to be notarized)**

_____ _____

_____ _____

Sworn and subscribed before me this ____ day of _____, 20____.

Commonwealth of Pennsylvania, County of _____

_____

Notary Public

(Notary Seal)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between BRECKNOCK TOWNSHIP and _____, hereinafter called "Developer".

WHEREAS, Developer has submitted to the Township an Application for _____for land located in Brecknock Township known and designated as _____, and for which said application storm water management improvements/facilities and/or Zoning Review fees are required.

WHEREAS, Brecknock Township and Developer desire to set forth their understanding concerning the Developer's Agreement and responsibility to pay the costs involving the review of the Developer's Storm Water Management Plan and Zoning Review Fees.

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

1. Developer agrees to reimburse the Township for engineering and professional consultant services necessitated by the review of the Storm Water Management Plan, Zoning Review Fees and accompanying documents as well as the inspection of all required storm water management facilities at the prevailing rates.

It is agreed that the engineering and professional consultant services shall be payable by the Developer within ten (10) days after the date of invoice and prior to final approval of the storm water management plan.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 20_____.

BRECKNOCK TOWNSHIP

Attest:_____ BY:_____

DEVELOPER/OWNER

Attest/Witness:_____ BY:_____