

**Borough of Marysville  
200 Overcrest Road  
Marysville, PA 17053  
717-957-3110**

## **Developer's Agreement**

### *INSTALLATION OF PUBLIC IMPROVEMENTS IN CONJUNCTION WITH PRELIMINARY PLAN APPROVAL*

This Developer's Agreement is entered into by and between the following Parties: Borough of Marysville, hereinafter called "borough" and \_\_\_\_\_, hereinafter called "developer".

#### RECITALS:

WHEREAS, Developer has submitted to the borough a plan and application for subdivision or land development plan located in \_\_\_\_\_ which is known and designed as \_\_\_\_\_.

WHEREAS, borough and developer desire to set forth their understanding concerning the developer's agreement and responsibility to install the public improvements and pay the costs involved in processing, inspecting, and reviewing developer's subdivision and land development plan.

NOW, THEREFORE, intending to be legally bound hereby, borough and developer agree as follows:

1. The developer, at their own cost and expense, shall proceed to perform and complete only those public improvements required by the developer's subdivision and land development plan, subject to the approval of the plan and specifications by the borough.
2. The developer, prior to the commencement of work, shall provide an anticipated construction commencement date.
3. The borough, or its designee, 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 public improvement.
4. Upon completion of the public improvements, the developer shall give notice to the borough, in writing, to inspect the public improvements. The borough shall inspect the public 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 borough disapproves, they shall notify the developer promptly.

**APPENDIX D-1**

**MEMORANDUM OF UNDERSTANDING AND FINANCIAL SECURITY**

**INSTALLATION OF PUBLIC IMPROVEMENTS IN CONJUNCTION WITH FINAL PLAN  
APPROVAL (Phase \_\_\_\_\_, if applicable)**

This memorandum of Understanding is entered into by and between the following parties: Borough of Marysville, herein after called "borough" and \_\_\_\_\_, hereinafter called "developer".

**RECITALS:**

WHEREAS, Developer has submitted to the borough a plan and application for subdivision or land development plan located in \_\_\_\_\_ which is known and designed as \_\_\_\_\_.

WHEREAS, borough has required and developer has agreed that public improvements shall be completed by the developer, as provided in Part 5 of the Marysville Borough Subdivision and Land Development Ordinance of 2013, as amended.

WHEREAS, borough and developer desire to set forth their understanding concerning the developer's agreement and responsibility to install the public improvements and pay the costs involved in processing, inspecting, and reviewing developer's subdivision or land development plan.

NOW, THEREFORE, intending to be legally bound hereby, borough and developer agree as follows:

1. The developer, at their own cost and expense, shall proceed to perform and complete only those public improvements required by the developer's subdivision and land development plan, subject to the approval of the plan and specifications by the borough.
2. The developer, prior to the commencement of work, shall provide in writing to the borough a notice of intent to commence construction and to provide an anticipated construction commencement date.
3. The borough, or its designee, 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 public improvement.
4. Upon completion of the public improvements, the developer shall give notice to the borough, in writing, to inspect the public improvements. The borough shall inspect the public 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 borough disapproves, they shall notify the developer promptly.
5. Developer agrees to reimburse the borough for professional engineering consultant services, and Perry County Planning Commission services necessitated by the review and approval of the developer's plans and necessitated by the review and inspection of all required, public improvements (both at the plan and installation stages) at the prevailing rate, plus associated itemized expenses where applicable. It is agreed that professional engineering consultant services, and Perry County Planning Commission services shall be payable by developer within

forty-five (45) days after the date of invoice and prior to final approval of developer's subdivision or land development plan.

6. Where applicable, developer agrees to reimburse the borough for solicitor services necessitated by the review and approval of the developer's plan, and necessitated by the review of all required financial security and other agreements. It is agreed the solicitor's services shall be payable within forty-five (45) days after the date of invoice and prior to final approval of developer's subdivision or land development plan.
7. Notwithstanding the foregoing, developer reserves the right to contest the amount and/or reasonableness of the fees pursuant to the provisions of the MPC.
8. Additionally, developer agrees to the following:

IN WITNESS WHEREOF, the parties hence caused this memorandum of understanding to be executed, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOROUGH OF MARYSVILLE

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

(Notary Seal) Developer

**FINANCIAL SECURITY**

This financial security is entered into by and between the following parties: Borough of Marysville hereinafter called "borough" and \_\_\_\_\_, hereinafter called "developer".

**RECITALS:**

WHEREAS, Developer has submitted to the borough a plan and application for a subdivision and land development plan located on \_\_\_\_\_ which is known and designated as \_\_\_\_\_.

WHEREAS, Borough and developer desire to set forth their understanding concerning the developer's agreement and responsibility to install the public improvements, provide a financial security, and pay the costs involved in inspecting and approving developer's subdivision or land development plan.

NOW, THEREFORE, intended to be legally bound hereby, borough and developer agree as follows:

1. The developer, at their own cost and expense, shall proceed to perform and complete all public improvements required by the developer's subdivision or land developer plan, subject to the approval of the plans and specifications by the borough.
2. To assure completion of the public 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 borough, financial security consistent with Part 5 of the \_\_\_\_\_ Borough of Marysville Subdivision and Land Development ordinance of 20\_\_\_\_, as amended, in the amount sufficient to cover the costs of all public improvements, including, but not limited to, streets, street signs, sidewalks, curbs, landscaping, storm drainage for dedication or which affect adjacent properties or streets, sanitary sewer facilities for dedication, water supply facilities for dedication, fire hydrants, lot line markers, survey monuments, and other related facilities. Such security shall provide for, and secure the completion of the public improvements within one (1) year of the date fixed in the subdivision or development plan. The amount of financial security shall be equal to one hundred ten percent (110%) of the cost of the required public improvements for which financial security is posted. The cost of the public improvements shall be established by submission to the borough of an estimate prepared by the developer's engineer, subject to review, comment, and approved by the borough or its designees.
3. The borough, or its designee, 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 public improvements.
3. Upon completion of the public improvements, the developer shall give notice to the borough or its designee, in writing, to inspect the public improvements. The borough or its designee shall inspect the public 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 borough or its designee disapproves, they shall notify the developer promptly.
4. Developer agrees to reimburse the borough for professional engineering consultant services, necessitated by the review and approval of the developer's plans and necessitated by the review and inspection of all required public improvements at the prevailing rate, plus associated itemized expenses, where applicable. It is agreed that engineering, professional consultant services shall be payable by developer within ten (10) days after the date of invoice and prior to final approval of developer's subdivision or land development plan.
5. Where applicable, developer agrees to reimburse the borough for solicitor services necessitated by the review and approval of the developer's plan(s), and necessitated by the review of all required financial security and other agreement's. It is agreed the solicitor's services shall be payable within ten (10) days after the date of invoice and prior to final approval of developer's subdivision or land development plan.

IN WITNESS WHEREOF, the parties hence cause this financial security to be executed, dated this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Borough of Marysville

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\_\_\_\_\_

(Notary Seal) DEVELOPER

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