

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE
OF
GREENE TOWNSHIP
PIKE COUNTY, PENNSYLVANIA

ARTICLE V
IMPROVEMENT CONSTRUCTION GUARANTEES

501 General

No project shall be considered in compliance with this Ordinance until the streets, parking facilities, storm drainage facilities, water and sewer facilities, lot line markers, and survey monuments and all other required or proposed improvements have been installed in accord with this Ordinance.

No Final Plan shall be signed by the Township for recording in the office of the Pike County Recorder of Deeds until:

- A. All improvements required by this Ordinance are installed to the specifications contained in Article VI of this Ordinance and other Township requirements and such improvements are certified by the Township Engineer; or,
- B. An Improvements Construction Guarantee in accord with Section 503 and the Pennsylvania Municipalities Planning Code, Act 247 of 1968 as amended, has been accepted by the Township

Any approval granted by the Board of Supervisors for any improvement required by this Ordinance shall be for subdivision approval purposes only and shall not constitute in any manner an approval for dedication of any improvements to the Township.

502 Off-Site Improvements

- A. The developer shall in all cases be responsible for the design and cost of installation of any and all off-site road traffic controls or devices, drainage, stormwater management, or other improvements or facilities required by the Township and/or Pennsylvania Department of Transportation as a result of the development; and such improvements shall be completed or guaranteed in accord with this Article V as part of the final plan process.
- B. An applicant shall not be required to provide financial security for the costs of any improvements for which financial security is required by and provided to the Pennsylvania Department of Transportation in connection with the issuance of a highway occupancy permit pursuant to § 420 of the Act of June 1, 1945 (P.L. 1242, No.428), known as the "State Highway Law."

503 Sections/Stages

In cases where Final Plan approval is proposed in sections or stages, the Township shall require the construction or guarantee of any and all development improvements required for the service or protection of any section or stage of the development proposed for final approval.

504 Improvement Construction Guarantees

504.1 Acceptable Guarantees – The following are acceptable forms of improvement construction guarantees:

- A. Surety Performance Bond – A security bond from a surety bonding company authorized to do business in the Commonwealth of Pennsylvania and approved by the Township. The bond shall be payable to the Township.

- B. Escrow Account – A deposit of cash either with the Township or in escrow with a financial institution. The use of a financial institution for establishing an escrow account shall be subject to approval by the Township.
- C. Irrevocable Letter of Credit – A letter of credit provided by the developer from a financial institution or other reputable institution subject to the approval of the Township.
- D. Additional Requirements - The following requirements shall apply to the financial guarantees set forth in this Section 504.1:

1. The funds of any escrow account shall be held in trust until released by the Township and may not be used or pledged by the developer as security in any other matter during that period.
2. In the case of a failure on the part of the developer to complete said improvements, the institution shall immediately make the funds available to the Township for use in the completion of those improvements approved as part of the Final Plan and as may be required to service any lots or dwelling units as determined by the Supervisors.
3. The creditor shall guarantee funds in an amount equal to the established cost of completing all required improvements pursuant to Section 503.2.
4. The guarantee shall not be withdrawn, or reduced in amount, until released by the Township.

504.2 Amount of Security – The amount of financial security to be posted for the completion of the required improvements shall be equal to 110% of the cost of completion estimated as of ninety (90) days following the date scheduled for completion by the developer. Annually, the Township may adjust the amount of the financial security by comparing the actual cost of the improvements which have been completed and the estimated cost for the completion of the remaining improvements as of the expiration of the 90th day after either the original date scheduled for completion or a rescheduled date of completion. Subsequent to said adjustment, the Township may require the developer to post additional security in order to assure that the financial security equals said one hundred and ten (110) percent.

- A. The amount of guarantee required shall be based upon an estimate of the cost of completion of the required improvements, prepared by the developer's engineer licensed as such in Pennsylvania and certified by such engineer to be a fair and reasonable estimate of such cost. The Township, upon the recommendation of the Township Engineer, may refuse to accept such estimate for good cause shown. If the Applicant and the Township are unable to agree upon an estimate, then the estimate shall be recalculated and re-certified by another Professional Engineer licensed as such in Pennsylvania and chosen mutually by the Township and the developer. The estimate certified by the third engineer shall be presumed fair and reasonable and shall be the final estimate. In the event that a third engineer is so chosen, fees for the services of said engineer shall be paid equally by the Township and the Applicant or developer.
- B. If the developer requires more than one (1) year from the date of posting the guarantee to complete the required improvements, the amount of the guarantee shall be increased by an additional ten (10) percent for each one (1) year period beyond the first anniversary date of posting the guarantee or to an amount not exceeding one hundred ten (110) percent of the cost of completing the improvements as established on or about the expiration of the preceding one (1) year period using the procedure established by this Section 504.2.

504.3 Terms of Guarantee – Construction guarantees shall be submitted in a form and with such surety as approved by the Township to assure that all improvements shall be completed within a fixed period of time but not to exceed five (5) years from the date of Preliminary Plan approval.

504.4 Release of Improvement Construction Guarantees

A. Partial Release – The developer may request the release of such portions of the construction guarantee for completed improvements.

1. Request – All such requests shall be in writing to the Board of Supervisors and a copy to the Township Engineer and shall include a certification from the developer's engineer that the subject improvements have been completed in accord with the approved plans and Township standards.

2. Inspection – Within forty-five (45) days of receipt of such request the Board of Supervisors shall direct the Township Engineer to inspect the subject improvements and certify to the Board of Supervisors their completion in accord with the approved plans and Township standards; and the Board of Supervisors shall authorize release of such portion of the construction guarantee established by the Township Engineer to represent the value of the completed improvements.

B. Final Release – When the developer has completed the construction of all required improvements the developer shall notify the Board of Supervisors.

1. Notification – Such notification shall be in writing, by certified or registered mail, with a copy to the Township Engineer; and shall include a certification from the developer's engineer that all required improvements have been completed in accord with the approved plans and Township standards.

2. Inspection – Within forty five (45) days of receipt of said notice, the Board of Supervisors shall direct and authorize the Township Engineer to make a final inspection of the subject improvements.

3. Report – The Township Engineer shall within thirty (30) days of said authorization, file a detailed written report with the Board of Supervisors, with a copy mailed to the developer by certified or registered mail, recommending approval or rejection of said improvements either in whole or in part, and if said improvements, or any portion thereof, shall not be approved or shall be rejected, said report shall contain, by specific Ordinance reference, a statement of reasons for non-approval or rejection.

4. Action – The Board of Supervisors shall, at the next meeting of the Board, act upon the Engineer's report and shall notify the developer in writing by certified or registered mail of their action.

5. Rejected or Unapproved Improvements – If any portion of the subject improvements are not approved or are rejected by the Board of Supervisors, the developer shall proceed to rectify and/or complete the same and, upon completion, the same procedure of notification, as outlined in this Section 504.4, shall be followed.

6. Enforcement Remedies – In the event that any improvement which may be required have not been installed as provided in this Ordinance or in accord with the approved plan, the Board of Supervisors may enforce any corporate bond, or other guarantee by appropriate legal and equitable remedies. If proceeds of the guarantee are insufficient to pay the cost of installing or making repairs or corrections to all the improvements

covered by the said security, the Board of Supervisors may, at its option, install part of such improvements in all or part of the subdivision and/or development and may institute appropriate legal or equitable action to recover the monies necessary to complete the remainder of the improvements. All of the proceeds, whether resulting from the guarantee or from any legal or equitable action brought against the developer, or both, shall be used solely for the installation or the improvements covered by such security and not for any other municipal purposes.

505 Improvements Construction

This section shall apply to all construction of improvements whether the improvements are completed prior to Final Plan approval or guarantees are provided. This requirement also applies to Land Developments.

505.1 Schedule – The developer shall, prior to the initiation of construction of any required improvements, submit to the Township a schedule of construction for all required improvements.

505.2 Inspections – Based upon the construction schedule and the nature of the required improvements and within thirty (30) days of receipt of the said construction schedule, the Township Engineer shall prepare a Township Inspection Schedule to assure the construction of the required improvements in accord with the approved plan and Township standards. In addition to all final inspections required for all improvements, inspections shall be required at all phases of construction when a failure to inspect would result in a physical impossibility to verify compliance at the time of the final inspection (e.g. back filling of sewer or water line trenches). This may require a full-time inspector and may include but not be limited to such tests as pressure testing of conveyance lines or vacuum testing.

505.3 Notice – The developer shall provide a minimum of two (2) working days notice prior to the time when construction will have proceeded to the time of an inspection required by the Township Inspection Schedule.

505.4 Cost – The cost of all inspections conducted by the Township shall be borne by the developer.

505.5 In the event that any improvements, which may be required, have not been installed as provided in this Ordinance or in accordance with the approved plan, this Ordinance will be enforced by the Township in a court of competent jurisdiction, and may result in requiring the developer to remove the offending construction at the developers own expense plus attorneys' fees as well as any other legal or equitable remedies which may be available under existing law, including but not limited to the penalties outlined in Section 703.1 of this Ordinance.

506 Improvement Maintenance Guarantee

506.1 Guarantee – Before final approval is granted, the developer shall provide to the Township a maintenance guarantee in an amount not less than fifteen (15%) of the cost of all required improvements as estimated by the Applicant's engineer and approved by the Township Engineer.

A. Such maintenance guarantee shall be in such form as prescribed in Section 504.1 and shall guarantee that the developer shall maintain all improvements in good condition during the eighteen (18) months after the completion of construction or installation and final approval of all improvements. If the developer is negligent or fails to maintain all improvements in good condition during the eighteen (18) month period, the Township may enforce the maintenance guarantee, bond or other surety by appropriate and equitable remedies. If proceeds of such bond or other surety are insufficient to pay the cost of maintaining the improvements during the said eighteen (18) month period, the Township, at its option, may institute appropriate legal or equitable action to recover the monies necessary for maintaining the improvements in good condition.

B. After the expiration of the eighteen (18) months from the date of the final approval of the subject improvements and if all improvements are certified by the Township Engineer to be in good condition, the Township shall release the said maintenance guarantee and surety to the developer or party posting the said maintenance guarantee and surety.

507 Continued Ownership and Maintenance of Improvements

The developer shall provide for the approval of the Township and prior to Final Plan approval, evidence of the provision for the succession of ownership and responsibility for maintenance of development improvements and/or common areas.

507.1 Land Developments – In the case of land developments such provision shall be in the form of deed covenants and restrictions clearly placing the responsibility of maintenance of all development improvements and common areas with the owner of the land development.

507.2 Residential Developments – In the case of subdivisions, cluster developments, multi-family housing projects, and other residential developments involving the transfer of property, the developer shall provide, by deed covenants and restrictions, for the creation of a Property Owners Association to assume the ultimate ownership of all development improvements and common areas and responsibility for maintenance of such improvements and common areas. Until such time as lots or units have been sold by the developer, the developer shall remain a member of the Property Owners Association; and the Developer shall be obligated to pay his share for each lot in his ownership.

507.3 Guarantee for Central Sewage and Central Water – In the case where a central sewage treatment system or central water supply is proposed, the developer shall provide for the establishment of an escrow fund in accord with Section 504.1 to guarantee the operation and maintenance of the system. Said fund shall be established on a permanent basis and shall be in an amount of not less than fifteen (15) percent of the cost of system construction as required by the Township.

507.4 Failure to Operate and Maintain Improvements - If any private improvements are not operated or maintained adequately to assure the function of said improvements consistent with Township requirements and/or the needs of the users of said improvements, the Board of Supervisors shall have the right to perform said operation and maintenance to meet the intent of this Ordinance and otherwise protect the public health, safety and welfare. The Board of Supervisors shall use any and/or all legal authority and remedies in law available to accomplish same and shall assess the legal, construction, and other costs for same to the person(s) responsible for or benefiting from said proper operation and maintenance. Such actions may include, but are not limited to, those prescribed in Article X of this Ordinance, injunctive relief, or the formation of special districts to assess costs.

507.5 Dedication to Township. Where a plan includes a proposed dedication of roads, neither the plan approval nor the developer's completion of the roads shall obligate the Board of Supervisors to accept the roads. Acceptance of a proposed dedication shall be a matter of discretion for the Board of Supervisors. If determined by the Board of Supervisors to be in the interest of the public health, safety and general welfare, the Board of Supervisors may accept roads and associated drainage facilities but shall generally not accept any stormwater control facilities used to manage stormwater within any subdivision or land development; sewage disposal systems; water supply systems; sidewalks; or other improvements unless the Board of Supervisors deems it necessary to fulfill the purposes of this Ordinance or the Township Official Wastewater Facilities Plan. In accepting any improvements, the Board of Supervisors may attach such reasonable conditions necessary to fulfill the purposes of this Ordinance.

507.6 Operation and Maintenance of PennDOT-Required Facilities

A. Developer Responsibility - In the event the operation, ownership or control of any PennDOT-required facilities (e.g., traffic signals, other traffic controls or stormwater management facilities) is required by PennDOT to be in or with the Township, for so long as the facilities or any replacement therefore or

substitutions thereof shall be in existence and/or required by PennDOT, the Developer shall be responsible for the cost of maintaining the facilities, including the costs and expenses incident to the ownership, operation, maintenance, control, repair, replacement, and insuring of the facilities ("Facility Maintenance Costs"). In the event that two or more developers shall be involved in development projects that use the facilities either as a result of development projects occurring simultaneously, or where one project is developed and there is subsequent development that contributes to the use of said facilities, in the sole determination of the Township, then each developer shall contribute a proportionate share of the cost of the Facilities Maintenance Costs by paying a proportionate share of the said costs into the Facility Maintenance Fund. The responsibility for the facilities shall be attached to the land via deed or other recorded agreement.

B. Maintenance Fund - The Developer shall deliver to the Township, an initial amount which shall be reasonably determined by the Township Engineer to be equivalent to the estimated costs of the Maintenance Costs for the ensuing two (2) year period, or in the case of multiple developers, a proportionate share of the estimated Costs for the ensuing two (2) year period (the "Initial Maintenance Fund"). The Initial Maintenance Fund, as well as all Supplemental Deposits (as hereinafter defined), shall be held in a separate non-commingled account. The amount of the Facility Maintenance Fund shall be annually increased by additional deposits delivered by the Developer or Developers to the Township, in an amount reasonably determined by the Township Engineer to be equivalent to the estimated costs of the Facility Maintenance Costs for the ensuing two (2) year period ("Supplemental Deposits"). The annual review shall occur at the regular Township Supervisors meeting in January of each year. Interest shall accrue on the Facility Maintenance Fund, with the accrued interest calculated and included in the amount necessary to satisfy the estimated two (2) years of the Facility Maintenance Costs. The Developer shall pay to the Township such amounts, if any, as are necessary to supplement the Facility Maintenance Fund following such annual review, within thirty (30) days of the date of the Township's written invoice or statement.

C. Surety and Use of Fund

1. The funds deposited into the Facility Maintenance Fund shall be deposited in a money market account, certificate of deposit, or other instrument or account of the Township's choice provided that such account or financial instrument is insured by the Federal Deposit Insurance Corporation or any similar agency of the United States of America. The Township shall have the right to withdraw funds from the Facility Maintenance Fund necessary to pay expenses incurred with respect to the Facility Maintenance Costs. In the event of any such withdrawal, the Township shall give written notice thereof to Developer specifying the nature of the charge or expense and providing a written statement thereof. The Township shall be the sole signatory with respect to the Facility Maintenance Fund provided, however, such fund shall be considered a trust account and shall not be subject to lien or attachment.
2. A developer or developers may request the payment of a lump sum amount for the Facility Maintenance Costs, in lieu of the procedure set forth above, which may be approved at the discretion of the Board of Supervisors upon the recommendation of the Township Engineer.

508 Open Space and Recreation Land -- Ownership and Maintenance

This Section 508 shall apply to any development which involves the ownership and maintenance of open space or recreation land held in common or owned and maintained through other arrangements approved by the Board of Supervisors (referred to as *common open space*) as required by this ordinance.

508.1 Purpose

The requirements of this Section 508 are intended to assure in perpetuity the ownership, use and maintenance of common open space. The general principle shall be to assign ownership and maintenance responsibility to that entity which is best suited for the same and which will allocate any associated costs to the individuals which directly benefit from the use of the common open space.

508.2 Plan and Legal Documents

The developer shall submit a plan and proposed legal documents for the purpose of establishing, in perpetuity, the use, ownership and maintenance of the approved common open space. The Plan shall be approved by the Board of Supervisors with the recommendation of the Township Solicitor. The provisions of the approved Plan shall be incorporated into a development agreement with the Board of Supervisors, deed covenants and restrictions, or other legal document which will affect the Plan and which can be enforced by the Board of Supervisors.

- A. Ownership - The Plan shall define ownership and an acceptable process and time line shall be established for the transfer of the lands and maintenance responsibilities to the body or entity so designated, if transfer is proposed by the Plan.
- B. Operation and Maintenance Responsibilities - The Plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (i.e. lawns, playing fields, meadow, pasture, crop land, woodlands, etc.).
- C. Operation and Maintenance Funding; Capital Improvements - The Plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the open land and operation of any common facilities on an on-going basis. Such funding plan shall include the means for funding long-term capital improvements as well as regular yearly operating and maintenance costs.
- D. Financial Guarantee - The Board of Supervisors may require the applicant to provide a financial guarantee for the maintenance and operation costs of common facilities for up to eighteen (18) months.
- E. Changes - Any changes to the maintenance plan must first be approved by the Board of Supervisors.

508.3 Development Plan Designations

The subdivision/land development plan which will be recorded following final approval of the development shall clearly show all common open space and specifically note the use, ownership and maintenance responsibility of the same. Reference to the legal document(s) governing the use, ownership and maintenance of common open space shall be noted on the plan. The plan shall also contain the following statement: Open land, recreation land, common facilities and development improvements shall not be sold separately or be further subdivided or developed, nor shall such land be used for density for any other development.

508.4 Use Dedication and Common Open Space Ownership and Maintenance

- A. Dedication; Ownership - The Board of Supervisors is under no obligation to accept an offer of dedication to the Township, but shall have the authority to ensure that an appropriate long-term method will be in place to own and maintain common open space.
- B. Deed Restrictions/Conservation Easements - Common open space shall be protected from future development and subdivision by a permanent conservation easement or deed restriction, acceptable to and enforceable by the Board of Supervisors. Such restriction may also be enforceable by other parties. Such restrictions shall prohibit the construction of any buildings, except buildings for non-commercial recreation or that are necessary to support maintenance of the open space.
- C. Rental Development - In the case of a rental development, the Township may permit the common open space to be retained by the owner of the adjacent residential rental buildings.
- D. Private Parcel - Where another form of ownership is not practical, the Board of Supervisors may permit the required open space to be added onto a privately owned parcel, provided a permanent conservation easement protects the open space from development.

508.5 Methods for Use Dedication and Common Open Space Ownership and Maintenance

- A. Developer Responsibility - The use of common open space and common open space ownership and maintenance shall be addressed by one or a combination of the methods which follow. In any case, the developer shall document to the satisfaction of the Board of Supervisors that the chosen method(s) will preserve the common open space use rights established in accord with this Part and provide for the perpetual ownership and maintenance of all open land, and recreation land.
- B. Township Authority - All methods shall establish a mechanism for the Board of Supervisors to effect the use dedication and require operation and maintenance of common open space, should the means established by the developer fail to provide the same.
- C. Methods - All methods for use dedication and common open space ownership and maintenance, and any combination of methods, and any change in method which may be proposed by the ownership and maintenance entity, shall be subject to the approval of the Board of Supervisors. Operation and maintenance provisions shall include, but not be limited to, capital budgeting for repair and/or replacement of development improvements and common facilities, working capital, operating expenses, casualty and liability insurance, and contingencies.
 1. Property Owners Association or Condominium Agreements - All common open space may be owned and maintained by a property owners association (POA) or condominium association (CA) including all lot and/or condominium owners in the development provided: (The provisions of §705(f) of the Pennsylvania Municipalities Planning Code should serve as a model, in concept, for the maintenance responsibilities /enforcement provisions of such agreement.)
 - a. The POA/CA is established by the developer as a non-profit corporation for the express purpose of ownership and maintenance of the common open space, or as otherwise may be required by state statute.
 - b. Participation in the POA/CA is mandatory for all lot/unit owners.
 - c. Provision is made for the maintenance of common open space during the lot/unit sale period and the orderly transition of responsibility from the developer to the POA/CA.
 - d. The POA/CA is empowered to assess POA/CA members to fund the administration of the POA/CA and other costs associated with the common open space responsibilities.
 - e. The bylaws and covenants shall also provide that, if the maintenance is not performed by the association as required, the Township may have the maintenance work performed, in which event, after providing notice to the unit/lot owners, the Township shall have the authority to place municipal liens upon any or all units/lots in the subdivision/land development to recover the maintenance costs and expenses, as well as all legal costs and expenses (including, but not limited to, attorney fees) if the POA/CA does not fulfill its responsibilities.
 2. Transfer to a Private Conservation Organization - In the case of open space and recreation land, the developer may transfer fee simple title to the said areas, or parts thereof, to a private, non-profit organization among whose purposes is the conservation of open land and/or natural resources; provided that:
 - a. The deed contains the necessary covenants and restrictions in favor of the Township to effect the use dedication and common open space ownership and maintenance standards of this Part and this Ordinance.

- b. The organization proposed is a bona fide, operating and stable conservation organization with a perpetual existence, acceptable to the Board of Supervisors.
 - c. The conveyance of title contains the necessary provisions for proper transfer to another qualified organization should the organization be unable to continue to fulfill its responsibilities and obligations.
 - d. A maintenance agreement is entered into among the developer, the organization and the Township, in form and substance acceptable to the Board of Supervisors
3. Deed Restricted (Non-Common) Private Ownership - Deed restrictions on privately held lands may be used to preserve open space provided such restrictions include a conservation easement in favor of the Township, with provisions for reversion to the Township, POA or trustee holding the remainder of the common open space.
 4. Deed or Deeds of Trust - The landowner may provide, as approved by the Board of Supervisors, for the use, ownership and maintenance of common open space by establishing a trust for the same via a deed or deeds. The trustee shall be empowered to levy and collect assessments from the property owners for the operation and maintenance of the development.
 5. Conservation Easements Held by the Township - In the case of open space and recreation lands, the Board of Supervisors may, but shall not be required to, accept title to conservation easements on any such lands. In such cases, the land remains in the ownership of an individual, POA or condominium, while the development rights are held by the Township. The lands may be used in accord with the requirements of this Ordinance and title to such lands may be transferred to other parties for use as restricted by the conservation easement.
 6. Fee Simple and/or Easement Dedication to the Township - In the case of open space or recreation lands, the Board of Supervisors may, but shall not be required to, accept in fee, the title to any such lands, or any interests (such as development rights or conservation easements) therein, for public use and maintenance, provided:
 - a. There is no consideration paid by the Township.
 - b. Such land is freely accessible to the public.
 - c. The Board of Supervisors agrees to and has access to maintain such lands.

508.6 Failure to Preserve Use and Operation and Maintenance of Improvements or Common Open Space
 Should the method established to preserve the use, operation and maintenance of improvements or common open space (including any required recreation land) fail to do so in reasonable order and condition in accord with the approved development plan, the Board of Supervisors shall have the right and authority, but shall not be obligated, to take all necessary legal action to effect such use dedication, operation and maintenance. The action of the Board of Supervisors shall be in accord with the following:

- A. Notice - The Board of Supervisors shall serve written notice on the assigned entity or the property owners in the development setting forth the details of the failure of the entity with regard to the use dedication and operation and maintenance.
- B. Correction of Deficiencies - The notice shall include a demand that the deficiencies be corrected in a reasonable period of time which shall be stated in the notice.

- C. Public Hearing - If requested by a party within ten (10) days of the date of the notice, a public hearing shall be conducted subsequent to the notice and shall be advertised in accord with the definition of *public notice* contained in this Ordinance. At such hearing, the Board of Supervisors may modify the terms of the original notice as to the deficiencies and may extend the time for correction of the deficiencies.
- D. Failure to Correct - In the event the deficiencies in the notice, as may have been modified at a public hearing, are not corrected in accord with the established time period, the Board of Supervisors may enter upon the common open space and maintain the same and/or correct the deficiencies. The Board of Supervisors shall continue such action for such time as may be necessary to correct the deficiencies. Said action shall not constitute a taking or dedication of any improvement or common open space, nor vest in the public the right to use any improvement or common open space unless such right was previously established.
- E. Reinstatement of Responsibility - The responsibility of operation and maintenance shall not be reinstated to the assigned entity until such time as the entity has demonstrated to the Board of Supervisors that the proper steps have been effected to modify the terms of use dedication, operation and/or maintenance; and/or to reorganize or replace the responsible entity so that use dedication and operation and maintenance established by the approved development plan will be assured.
- F. Appeal - Any party to the action of the Board of Supervisors may appeal such action to court as provided for in the Pennsylvania Municipalities Planning Code, as amended.
- G. Public Costs - The costs of the preservation of use dedication and the cost of maintenance and operation of any improvements or open space conducted by the Township in accord with this Part, and including any administrative and legal costs, shall be assessed ratably against the properties in the subject development which have a right of enjoyment and/or use of the common open space. The assessment shall constitute a lien on said properties.

509 Subdivision and/or Lot Development Improvement Agreement

All Applicants proposing a subdivision and/or land development requiring the installation of improvements as required by this Ordinance shall, prior to Final Plan approval by the Board of Supervisors, and if so directed by the Board of Supervisors, enter into a legally binding development agreement with the Township of Greene guaranteeing the installation of the required improvements in accord with the approved plan and all Township requirements.

509.1 Contents – The development agreement shall be in a form suitable for execution by the Board of Supervisors and shall provide for the following, where applicable:

- A. The construction of all facilities authorized by the approved plans (streets, drainage, etc.) in itemized format
- B. Installation of survey monuments and lot markers
- C. Installation of all public utility lines
- D. Prevention of erosion, sedimentation, and water damage to the subject, adjacent, and downstream properties
- E. Developer's responsibility for any damages to adjacent or neighboring properties
- F. A work schedule setting forth the beginning and ending dates, and such other details as the Township deems fit and appropriate, for improvements contained herein

G.The estimated cost of the improvements not yet completed, including the amount of performance guarantee to be submitted

H.Security in the form of a construction guarantee approved by the Township to insure the installation of the required improvements

I.Security in the form of a maintenance guarantee approved by the Township for the repair or reconstruction of improvements which are found by the Township Engineer to be defective within eighteen (18) months from the date of formal acceptance of the said improvements, together with provisions for disbursement thereof.

J.A set of reproducible "AS BUILT" plans prepared by and certified to by a Registered Professional Engineer and/or a Registered Professional Surveyor of all roadways and streets, bridges, drainage systems, sewage collection and treatment systems, and water distribution systems.

K.Dedication of any improvements

L.Public liability insurance for the duration of improvements construction. A copy of the said policy or other evidence of coverage shall be submitted to the Township.

M.A save harmless clause to protect the Township from any and all liability

N.The developer's responsibility for all reasonable engineering and legal costs and expenses for inspection, consultations, and preparation of agreements, to the extent such costs and expenses exceed the monies paid by the developer in accordance with the standard fee schedules.

1. Provisions for changing the approved Final Plan, supporting plans, profiles, data, specifications, and related documents.
2. Provisions for violations of the development agreement
3. Provisions for severability of any article
4. Provisions for any additional agreements deemed necessary
5. Provisions for the ongoing responsibility for the care and maintenance of all required improvements

509.2 Execution – The Final Plan shall not be approved by the Board of Supervisors prior to the execution of this agreement.