APPENDICES

APPENDIX 1

MILLER TOWNSHIP
SUBDIVISION & LAND DEVELOPMENT PLAN APPLICATION

MILLER TOWNSHIP
SUBDIVISION & LAND DEVELOPMENT PLAN APPLICATION

Please complete entire form before submission

GENERAL INFORMATION						
Municipality:		Plat Title:				
Plan Classification (Check one) ☐ Subdivision ☐ Land Development ☐ Combination Subdivision and Land Development		☐ Preliminary ☐ Final ☐ Preliminary/Final		☐ Lot Addition		
Landowner(s):				Telephone Number:		
Address(s):						
Landowner'(s) Agent:				Telephone Number:		
Address:						
Surveyor				Telephone Number:		
Address:						
Engineer				Telephone Number:		
Address:						
Landscape Architect				Telephone Number:		
Address:						
SUBDIVISION RELATED QUESTIONS						
Total lot area before subdivision:		Subdivided area in acres: (Only the portion of the lot being subdivided)				
Remaining (ie. residual) lot area:						
Existing # of developable lots:		Proposed # of developable lots:		Proposed # of new dwelling units:		
Existing sewerage	☐ Public ☐ On-lot sewage system ☐ None	☐ Proposed Municipal Sewerage	☐ Public	☐ On-lot sewage system	☐ Private, community /package sewage system	☐ None
Existing water	☐ Public ☐ Individual well(s) ☐ None	☐ Proposed municipal water	☐ Public	☐ Individual well(s)	☐ Community water system	☐ None
Existing # of non-developable lots:		Proposed # of non-developable lots:		Reason for not showing lot developability:		

LAND DEVELOPMENT RELATED QUESTIONS			
Proposed Impervious Area:	Developed Area: (Area of land proposed to be disturbed)		
Proposed Building Floor Area:			
Proposed Structural Improvements:			
OTHER RELEVANT QUESTIONS FOR DISCLOSURE AND DIRECTION			
Is this property enrolled in the Clean and Green Program? ___YES ___NO			
If you answered yes to the previous question, please contact the Perry County Assessment Office.			
Is this property located in an Agricultural Security Area? ___YES ___NO			
Have the development rights been purchased on this property for any easement purchase program? ___YES ___NO			
Have any deed restrictive covenants been placed on the present deed for the property? ___YES ___NO			
If you answered yes to either of the previous two questions, please provide a copy of the deed with your application.			
Fees Submitted: $	Check Number:	Signed by:	Date:

NOTE: *The Miller Township Planning Commission meeting is held on the 2nd Tuesday of every month at 7:00 PM. Please contact the Township to be considered on the monthly agenda.*

Signature of person completing this application: _____Date: _____

Printed name of person completing the application: _____

The following authorization statement must be completed by the landowner(s) when he, she, or they will not be handling their application for subdivision and land development.

I am/ We are the exclusive landowner(s) of record for the land involved in this Subdivision or Land Development and do hereby authorize _____(Print Name of Entrusted Agent) to be my/our agent and to handle this application on my/our behalf. We also entrust all formal correspondence, including written acceptance of conditions should the need arise, after discussing such matters with me/us.

*Signed:*_____ *Date:*_____

*Signed:*_____ *Date:*_____

*Signed:*_____ *Date:*_____

*Signed:*_____ *Date:*_____

APPENDIX 2

SAMPLE FINANCIAL SECURITY STATEMENT

SAMPLE FINANCIAL SECURITY STATEMENT

KNOW ALL MEN BY THESE PRESENT, That we, _____
_____, as Principals, _____ and the
_____ Lending Institution/Surety-Bond Company, a corporation authorized to do business in the Commonwealth of Pennsylvania, having an office and place of business at
_____
_____ as Surety, are held and firmly bound unto the municipality, as Obligee, in the sum of DOLLARS ($) lawful money of the United States of America, for the payment whereof to the oblige, the Principal and Surety bind themselves, their heirs, executers, administrators, successors, and assigns, jointly and severally, firm to these presents:

SIGNED, SEALED, AND DATED, this _____ day of _____, 20____

WHEREAS, application was made to the Obligee for the approval of a subdivision shown on the plat entitled and numbered #"_____" filed with _____ on (Date), said final plat was approved upon certain conditions, once of which is that a Financial Security in the amount of ($).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION in such that the above named Principal shall complete the said improvements, outlined in the construction schedule, and will truly make and perform the required improvements and construction of public improvements in said subdivision/ land development in accordance with the local government specifications and the Resolution of _____, 20____, then this obligation to be void, otherwise to remain in full force and effect.

It is hereby understood and agreed that in the event that any required improvements have not been installed as provided by said Resolution, within the term of Statement of Financial Security, _____ may thereupon declare this bond to be in default and collect the sum remaining payable there under and upon receipt of the proceeds thereof, _____ shall install such improvements as are covered by this bond and commensurate with the extent of building development that has taken place in the subdivision/land development but not exceeding the amount of such proceeds.

_____
Principal

_____
Principal

_____Lending Institution/Surety-Bond Company

By _____
Attorney-In-Fact

BOND NUMBER: _____

APPENDIX 3

SAMPLE PERFORMANCE BOND

SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ _____, as the Principal and, a _____ corporation authorized to do business in the Commonwealth of Pennsylvania, as a Surety, are held and firmly bound unto Miller Township, 554 Old Lime Kiln Lane, Newport, PA 17074, as Obligee, in the penal sum of _____ ($) for the payment which we bind ourselves, our legal representatives, administrators, executers, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has been granted Final Approval by the above-mentioned Obligee for the completion of Required Improvements found on the subdivision/land development plan #_____ as set forth at the _____, 20____ meeting of the Miller Township Board of Supervisors.

NOW, THEREFORE, the condition of the above obligation is such, that if said Principal shall complete the said improvements in accordance with subdivision/land development shown on the plan entitled _____, numbered _____ and filed with _____ on the_____ day of _____, 20____ and shall fully indemnify and save harmless the _____ Perry County from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay the Obligee any outlay and expense which it may incur in making good on any such default, then this obligation shall be null and void, otherwise to remain in full force and effect.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder:

1. Upon discovery of the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall endeavor to give written notice thereof with the fullest information obtainable at the time to its Surety at its office in _____.

2. Legal proceedings for recovery hereunder may not be brought unless begun within twenty-four (24) months from the date of the discovery of the act or omission of the Principal on the account of which claim is made.

3. The Principal shall be made a party of any suit or action for recovery hereunder, and no judgment shall be rendered against the Surety in excess of the penalty of this instrument.

4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Obligee, and the Obligee's right hereunder may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and Surety.

SIGNED, SEALED AND DATED By: _____

Date: _____

APPENDIX 4

SAMPLE OFFER OF IRREVOCABLE DEDICATION

SAMPLE OFFER OF IRREVOCABLE DEDICATION

AGREEMENT made this _____ day of _____, 20____, by and between _____ and _____, having its office and place of business at _____, herein designated as Developer, and the Miller Township Board of Supervisors, having its principle office at 554 Old Lime Kiln Lane, Newport, PA 17074, herein designated as Miller Township,

WHEREAS, the _____ is in the process of approving a subdivision/land development plan entitled _____, dated _____, 20_____, prepared by _____, and

WHEREAS, said map designates certain public improvements consisting of _____
_____
_____
_____
to be dedicated to the local government free and clear of all encumbrances and liens, pursuant to the regulations and requirements of Miller Township, and

WHEREAS, the Developer, simultaneously herewith shall post a Performance Bond with the municipality for the construction, maintenance, and dedication of said improvements in the amount of 15% of the construction costs to the developer for a term of 18 months, and

WHEREAS, the developer is desirous of offering for dedication the said improvements and/or land to Miller Township more particularly described in Schedule _____ attached hereto, and

WHEREAS, the developer has delivered deeds of conveyance to Miller Township for the said land and improvements as described herein,

NOW, THEREFORE, in consideration of the sum of ($) lawful currency of the United States of America paid by the local government to the developer and other good and valuable consideration, it is mutually AGREED as follows:

1. The Developer herewith delivers to Miller Township deeds of conveyance for the premises described in Schedule _____ attached hereto, said delivery being a formal offer of dedication to Miller Township to be held by Miller Township until the acceptance or rejection of such offer of dedication by the Governing Body.

2. The Developer agrees that said formal offer of dedication is irrevocable and cannot be accepted by Miller Township at any time.

3. The Developer agrees to complete the construction and maintenance of the land improvements pursuant to the Performance Bond and the requirements of Miller Township and any ordinances, regulations, requirements, covenants, and agreements that may be imposed by Township with respect thereto and upon acceptance by Township. With the offer of dedication, the developer/ owner shall furnish to the local government a title insurance policy issued by a licensed title insurance company authorized to do business in the Commonwealth of Pennsylvania in a minimum amount of ($), certifying that the premises

are free and clear of all liens and encumbrances and shall furnish to the local government a check for all necessary fees and taxes to record the deeds hereto delivered.

4. That this irrevocable offer of dedication shall run with the land and shall be binding upon all assigns grantees, successors, or heirs of the Developer.

(SEAL)
Attest: _____
Township/Borough/City

_____ By: _____
(Recorder of Deeds)

_____ _____ _____
(Developer/Landowner) (Developer/Landowner) (Date)

Commonwealth of Pennsylvania)
County of _____) SS:

On the _____ day of _____, 20_____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the individual described in and who executed the foregoing instrument, and he duly acknowledgement to be that he executed the same.

_____
Notary Public

Commonwealth of Pennsylvania)
County of _____) SS:

On the _____ day of _____, 20_____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the individual described in and who executed the foregoing instrument, and he duly acknowledgement to be that he executed the same.

_____
Notary Public

APPENDIX 5

LISTING OF PLAN NOTES

LISTING OF PLAN NOTES

MILLER TOWNSHIP BOARD OF SUPERVISORS APPROVAL STATEMENT:

On this the _____ day of _____, 2_____ the Miller Township Board of Supervisors approved this plan.

_____ _____
Chairman Secretary

MILLER TOWNSHIP PLANNING COMMISSION REVIEW STATEMENT:

On this the _____ day of _____, 2_____ the Miller Township Planning Commission reviewed this plan.

_____ _____
Chairman Secretary

COUNTY PLANNING COMMISSION REVIEW STATEMENT:

On this the _____ day of _____, 20____ the Perry County Planning Commission approves this plan.

_____ _____
Chairman Secretary

EROSION AND SEDIMENTATION CONTROL (FINAL MINOR PLANS):

The following note may be affixed to all minor subdivision plans where less than 1 acre of earth disturbance is proposed for the property.

"The owners of Lot #_____ shall be responsible for the implementation of erosion and sedimentation control measures."

HYDRIC SOILS NOTE:

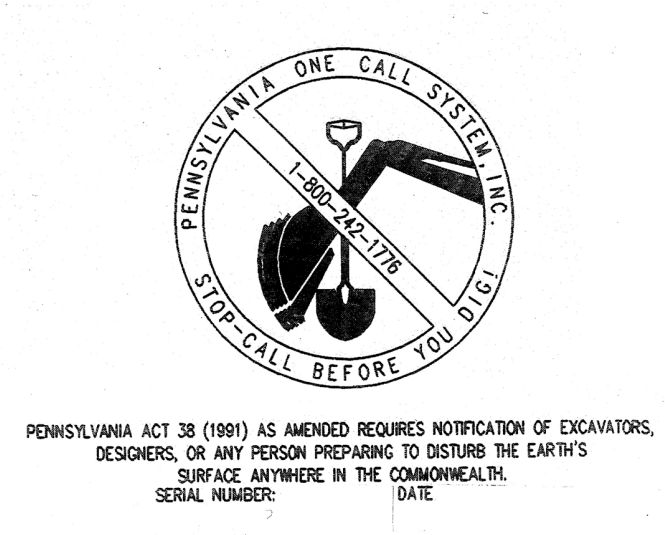
If hydric soils are found on the property the following note is required to be displayed.

"According to the Cumberland-Perry Soils Survey the subject property contains hydric soils. Such soils may contain wetlands and a detailed study to determine the presence of wetlands is recommended prior to any earth disturbance on the described property to avoid the potential of a violation."

LOT ADDITION NOTE:

"Lot # ___ has been proposed as a lot addition to the adjoining lands of _____ to form a single lot consisting of _____ acres. Lot #____ may not be sold or retained as a stand-alone lot."

PA ONE CALL NOTE



PENNDOT HIGHWAY OCCUPANCY NOTE:

"A Highway Occupancy Permit is required pursuant to Section 420 of the Act of June 1, 1945 (P.L. 1242, NO. 428), known as the State Highway Law, before driveway access to a state highway is permitted."

PRIVATE DRIVE/RIGHT-OF-WAY CONSTRUCTION AND MAINTENANCE NOTE:

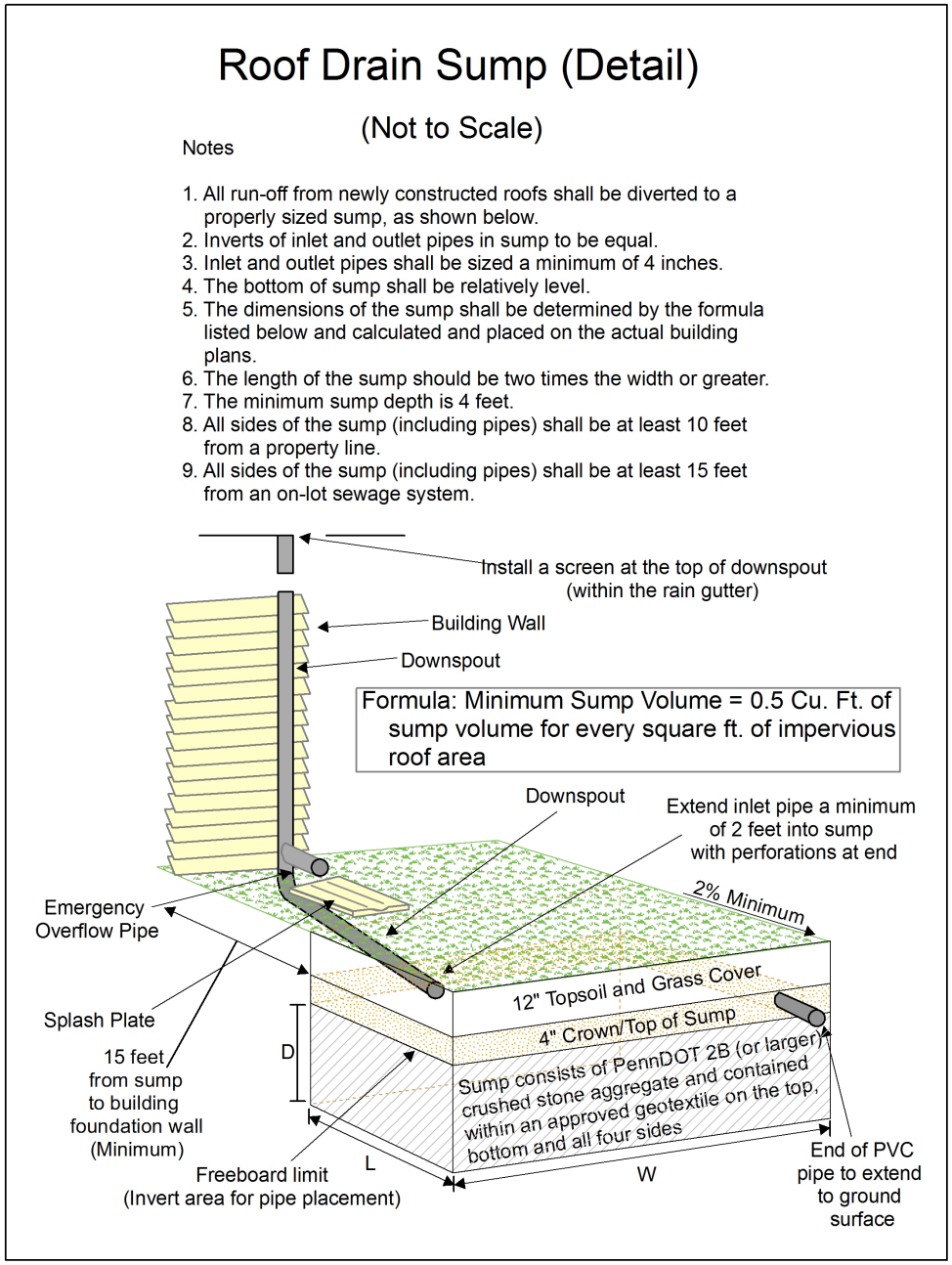
"The construction, repair, and maintenance of the private street and facilities within the described right-of-way will be the responsibility of _____, _____ and _____, their heirs and/or assigns. Each party shall be responsible for their respective share(s) construction, street sign(s), maintenance, repair, stormwater management facilities, and snow plowing and removal if necessary."

If the number of lots, serviced by the private drive reaches three, the following note is required to be added.

"No additional lots may access the private driveway until such time as the private drive has been brought up to the minimum required street standards."

STORMWATER MANAGEMENT NOTE (FINAL MINOR PLAN)

"The owners of Lot #_____ their heirs and assigns shall be responsible for the implementation of stormwater mitigation measures to prevent post development stormwater runoff from exiting the property. The accompanying diagram is offered to provide a standardized approach for correctly sizing stormwater mitigation controls for minor plans with less than 1 acre of land disturbance."



NATURAL FEATURES PROTECTION NOTE

"According to the Pennsylvania Natural Diversity Index (Project ID#_____), there are no threatened or endangered species indentified in the project area."

FLOODPLAIN NOTE:

If FEMA's current flood insurance rate map does not display floodplain information for the subject property, the following note is required.

"According to the Federal Emergency Management Agency's Flood Insurance Rate Map for the subject property, no flood-prone areas are mapped."

WETLANDS NOTE:

If there are no wetlands on the property and no wetlands will be impacted off-site, then the following certification note must be placed on the plan:

"By certification of this plan there are no wetlands on the subject property, the proposed project will not impact off-site wetlands, and wetland permits are not required from the state or federal government."

APPENDIX 6

SAMPLE EASEMENT AGREEMENT FOR FACILITIES CONSTRUCTION, REPAIR, AND MAINTENANCE

<u>SAMPLE</u> EASEMENT AGREEMENT FOR FACILITIES CONSTRUCTION, REPAIR, AND MAINTENANCE

This INDENTURE, made this _____ day of _____, 20____, between _____ and _____ and _____ and _____ and _____ and _____,

WHEREAS, _____ and _____ hereto is/are the owner(s) of a parcel of land in Miller Township, Perry County, Pennsylvania, described as lot # _____ on survey plat number _____, prepared by _____, dated, the _____ day of _____, 20____;

WHEREAS, _____ and _____ are willing to grant _____ and _____ the use of their land by way of an easement described on aforesaid survey for the purpose

WHEREAS, the parties desire to enter into an agreement regarding the establishment of an easement further described below, reserving the right of _____ to construct, repair, and maintain the facilities found within said easement;

NOW THEREFORE, the parties hereto agree as follows:

1. The _____ foot wide easement is described as follows:

(INSERT LEGAL DESCRIPTION)

2. It is agreed the construction, repair and maintenance of all facilities within the easement area will be the responsibility of _____ and _____ and _____, their heirs and assigns. Each party shall be responsible for their respective share(s) described of construction, repair, and maintenance. The parties agree the easement shall be maintained in its present condition as of the date of this agreement.

3. The parties agree that <u>no</u> party will commit any of the other parties to an expense for maintenance or repairs without the consent of all parties concerned, however, if a repair or maintenance is necessary to facilities within the easement, and one party will not agree, the other parties shall be entitled to proceed to maintain or repair said facilities and shall be entitled to take whatever appropriate legal action is necessary to collect the other party's share of the expense of the maintenance or repair.

4. This agreement shall be binding upon the heirs, successors, and assigns.

IN WITNESS WHEREOF, the said parties have hereto set their hands and seals the day and year written above.

SIGNATURES

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Commonwealth of Pennsylvania)
County of _____) SS:

On the _____ day of _____, 20_____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the individual described in and who executed the foregoing instrument, and he duly acknowledgement to be that he executed the same.

_____
Notary Public

Commonwealth of Pennsylvania)
County of _____) SS:

On the _____ day of _____, 20_____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she is the individual described in and who executed the foregoing instrument, and he duly acknowledgement to be that he executed the same.

_____
Notary Public

APPENDIX 7

MODIFICATION REQUEST FORM

MODIFICATION REQUEST FORM

As the landowner of the property, I _____ hereby request the following waivers to the Miller Township Subdivision and Land Development Ordinance.

Or,

Acting on the landowner's behalf, as permitted by authorization on my client's current subdivision/land development application for which this form is intended, I _____ hereby request the following waivers to the Miller Township Subdivision and Land Development Ordinance.

In the following spaces provided, please list the appropriate section of the Miller Township Subdivision and Land Development Ordinance for which you are requesting a modification and answer each question in the space provided.

Section Number: _____

What requirement of this Section cannot be achieved?

_____
_____
_____

What non-financial reason(s) can you offer as hardship for why this requirement cannot be achieved?

_____
_____
_____
_____
_____
_____
_____

Section Number: _____

What requirement of this Section cannot be achieved?

_____
_____
_____

What non-financial reason(s) can you offer as hardship for why this requirement cannot be achieved?

_____
_____
_____
_____
_____
_____
_____

Section Number: _____

What requirement of this Section cannot be achieved?

_____
_____
_____

What non-financial reason(s) can you offer as hardship for why this requirement cannot be achieved?

_____
_____
_____
_____
_____
_____
_____

Section Number: _____

What requirement of this Section cannot be achieved?

_____
_____
_____

What non-financial reason(s) can you offer as hardship for why this requirement cannot be achieved?

_____
_____
_____
_____
_____
_____
_____

Section Number: _____

What requirement of this Section cannot be achieved?

_____
_____
_____

What non-financial reason(s) can you offer as hardship for why this requirement cannot be achieved?

_____
_____
_____
_____
_____
_____

APPENDIX 8

SAMPLE AGREEMENT TO EXTEND THE TIME FOR RENDERING AND COMMUNICATING A DECISION ON CERTAIN PRELIMINARY AND/OR FINAL SUBDIVISION/LAND DEVELOPMENT PLANS

SAMPLE AGREEMENT TO EXTEND THE TIME FOR RENDERING AND COMMUNICATING A DECISION ON CERTAIN PRELIMINARY AND/OR FINAL SUBDIVISION/LAND DEVELOPMENT PLANS

This Agreement made the day of 20___; by and between the Miller Township Planning Commission, Perry County, Pennsylvania, (hereinafter called "Planning Commission") and _____ (hereinafter called "Applicant").

WHEREAS, the Applicant submitted a preliminary/final plan of subdivision/land development for a development known as _____to the Planning Commission on the ___day of _____, 20___ ; and

WHEREAS, there are certain deficiencies, matters of incompleteness or other similar items by reason of which the Planning Commission cannot approve said plan of subdivision/land development as more fully detailed in a letter delivered to Applicant by the Planning Commission dated the day of 20___ , receipt of which is acknowledged by Applicant; and

WHEREAS, the term within which the Planning Commission must render a decision approving or disapproving said plan of subdivision/land development pursuant to the provisions of Section 508 of the Pennsylvania Municipalities Planning Code, as amended, expires the day of 20___ ; and

WHEREAS, the Applicant wishes to have an additional period of time within which to attempt to bring said plan of subdivision/land development into compliance with all applicable municipal ordinances and regulations;

NOW THEREFORE, in consideration of the above recitals and the covenants hereinafter contained. The parties hereto agree as follows:

1. Applicant hereby agrees to an extension of the time within which the Planning Commission must render a decision and communicate its decision relative to the above-mentioned plan of subdivision/land development to the Developer which extended time period shall expire the day of 20___.

2. In consideration of the extension of time granted by Applicant, the Planning Commission agrees that it will not disapprove the plan of subdivision/land development submitted as aforesaid at this time as it would otherwise be bound to do; rather, the Planning Commission agrees to consider the plan of subdivision/land development with such changes and corrections as the Applicant shall make and to render a decision within the time as extended by this Agreement.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands and seals the day and year first above written.

WITNESS: _____ Applicant: _____

Accepted by Perry County Planning Commission by: _____

Title: _____

APPENDIX 9

TIMING PROVISIONS FOR SUBDIVISION & LAND DEVELOPMENT IN THE MUNICIPALITIES PLANNING CODE

TIMING PROVISIONS FOR SUBDIVISION & LAND DEVELOPMENT IN THE MUNICIPALITIES PLANNING CODE

ARTICLE V Subdivision and Land Development			
Section	**Subject**	**Time Period**	**Description**
502(b)	County planning agency review of municipal subdivisions & land developments	30 days	Time allotted to the county planning agency to for review and report on applications for subdivisions or land developments in municipalities with their own S&LD ordinance. Municipalities shall not approve such applications until receipt of the county report or expiration of the 30 days.
503(1)(i)	Applicant dispute of S&LD review fees	14 days	Time from the applicant's receipt of the bill for the S&LD fees within which the applicant shall notify the municipality that such fees are disputed (in which case the municipality shall not delay approval or disapprove the application).
504(a)	Municipal and county planning agency review of proposed S&LD ordinance	At least 45 days	Time prior to a public hearing on a proposed S&LD ordinance in which the governing body shall submit the proposed ordinance to the planning agency (unless the proposed ordinance was prepared by the planning agency) and the county planning agency (where one exists) for recommendations.
504(b)	Forwarding an adopted S&LD ordinance to the county	30 days	Time after adoption within which a municipal (not including county) governing body shall forward a certified copy of the S&LD ordinance to the county planning agency (or county governing body where no county planning agency exists).
505(a)	Municipal and county planning agency review of proposed S&LD amendments	At least 30 days	Time prior to a public hearing on a proposed S&LD amendment in which the governing body shall submit the proposed ordinance to the planning agency (unless the proposed ordinance was prepared by the planning agency) and the county planning agency (where one exists) for recommendations.
505(b)	Forwarding an adopted S&LD amendment to the county	30 days	Time after adoption within which a municipal (not including county) governing body shall forward a certified copy of a S&LD amendment to the county planning agency (or county governing body where no county planning agency exists).
506(a)	Publication and advertisement of proposed S&LD ordinance or amendment	60 days / 7 days	Time no more than (60 days) nor less than (7 days) prior to passage of a proposed S&LD ordinance or amendment during which the governing body shall publish the proposed ordinance or amendment (or the title and a brief summary prepared by the municipal solicitor) in a newspaper of general circulation in the municipality.
506(b)	Readvertisement of proposed S&LD ordinance or amendment in the event of changes	At least 10 days	In event substantial amendments are made to the proposed S&LD ordinance or amendment, time prior to enactment in which the governing body shall readvertise in a newspaper of general circulation a brief summary of all the provisions in reasonable detail together with a summary of the amendments.

Section	Subject	Time Period	Description
508	Decision on applications for plat approval	No later than 90 days	Time during which the governing body or planning agency shall render its decision on an application for plat approval and communicate the decision to the applicant. The 90-day time period begins following the date of the regular meeting of the governing body or planning agency (whichever first reviews the application) next following the date the application is filed, or after a final order of court remanding an application, provided that should the said next regular meeting occur more than 30 days following the filing of the application, or the final order of the court, the said 90-day period shall be measured from the 30th day following the day the application has been filed.
508(1)	Decision on applications for plat approval	No later than 15 days	Time following a decision on an application for plat approval in which the governing body or planning agency shall communicate a written decision to the applicant personally or by mail to the last know address.
508(3)	Decision on applications for plat approval	No later than 90 days; no later than 15 days	Time frames, in accord with 508 and 508(1), within which if the governing body or planning agency fails to render or communicate a decision the plat shall be deemed approved unless the applicant agrees to a time extension or a change in the manner of presentation/communication of the decision.
508(4)(ii)	Application of S&LD ordinance changes to approved plat	5years	Time from approval of a plat within which no subsequent change or amendment in the zoning, subdivision, or other governing ordinance or plan shall be applied to adversely affect the right of the applicant to commence and complete any aspect of the approved development in accordance with the terms of such approval. (NOTE: Please refer to Sections 508(4)(iii), (iv), (v), (vi), and (vii) for additional criteria and provisions related to the 5-year vested interest in an approved plat.)
508(6)	Action on state high occupancy permit	60 days	Time from the date of an application for a state highway occupancy permit for driveway access (presumably for a proposed subdivision or land development, though the MPC is silent on this) within which the PA Department of Transportation shall act on the permit application by either approval, denial, return of the application for more information or correction, or determination that no permit is required.
509(b)	Resolution of contingent approval of a final plan	90 days	Time after which a resolution of the governing body or planning agency indicating approval of a final plat contingent on the developer obtaining satisfactory financial security shall expire unless a written extension, not to be unreasonably withheld, is granted in writing by the governing body.
509(f)	Estimate of cost of completion of required improvements	90 days following scheduled completion date	Date on which a cost estimate for required improvements in a subdivision or land development is based for purposes of determining the amount of required financial security (110% of said cost estimate)

Section	Subject	Time Period	Description
509(h)	Increase in amount of financial security	1year	Time after posting of financial security in which, if more time is needed to complete required improvements, the amount of financial security may be increased by an additional 10% for each one-year period or to an amount not exceeding 110% of the cost of completing improvements as reestablished on the expiration of the preceding one-year period.
509(j)	Partial release of financial security	45 days	Time, after receipt of a request to release such portions of financial security necessary for payment to contractors performing work on required improvements, which the municipal engineer shall have to certify in writing to the governing body that such portion of work has been completed in compliance with the approved plat, and after which the governing body if failing to act shall be deemed to have approved the release of funds as requested. (The governing body may require retention of 10% of the estimated cost of said work.)
509(k)	Financial security for performance	Not to exceed 18 months	Term permissible for financial security which may be required to secure the structural integrity and functioning of required improvements.
510(a)	Release from improvement bond	10 days	Time, after receipt of notice by registered mail of the completion of required improvements, within which the municipality shall direct the municipal engineer to inspect said improvements.
510(a)	Release from improvement bond	30 days	Time, after receipt by the municipal engineer of the notice of completion of improvements, within which the engineer shall file with the governing body and make and mail to the developer by registered mail a written report indicating approval or rejection of said improvements.
510(b)	Release from improvement bond	15 days	Time, after receipt of the engineer's report, in which the governing body shall notify the developer in writing by registered mail of the governing body's action (presumably with regard to approval or rejection). (NOTE: If the governing body or engineer fail to comply with the specified time limitations, all improvements will be deemed to have been improved and the developer shall be released from liability pursuant to its financial security.
510(g)(1)	Developer reimbursement of inspection expense	10 working days	Time, after date of billing for reimbursement of expenses incurred for inspection of required improvements, within which an applicant shall notify the municipality that such expenses are disputed as unreasonable or unnecessary (in which case the municipality shall not delay approval or disapprove the subdivision or land development or related permit).

Section	Subject	Time Period	Description
510(g)(2)	Failure to agree on amount of inspection expenses	20 days	Time, from the date of billing, within which, if the municipality and the applicant cannot agree on the amount of expenses that are reasonable and necessary, the applicant and municipality shall be mutual agreement appoint another licensed professional engineer to make a determination of the amount of reasonable and necessary expenses.
510(g)(3)	Decision on disputed amount of inspection expenses	50 days	Time, from the date of billing, within which the mutually appointed engineer shall hear evidence, review documentation, and render a decision on the amount of reasonable and necessary expenses.
510(g)(4)	Failure to agree on amount of inspection expense and appointed engineer	20 days	Time, from the date of billing, within which, if the municipality and applicant cannot agree on an engineer to resolve disputed inspection expenses, the President Judge of the Court of Common Pleas shall appoint such engineer who shall not be the municipal or applicant's engineer.
513(a)	Recording of plats	90 days	Time, after final approval or the date the approval is noted on the plat, whichever is later, within which the developer shall record such plat in with the county recorder of deeds.