

APPENDIX A - CERTIFICATIONS

LANDOWNER

A statement duly acknowledged before an officer authorized to take acknowledgement of deeds and signed by all landowners. This statement shall be signed and dated on or after the last change or revision to said plan.

- A. Individual - Certification of Ownership, Acknowledgement of the Plan, and Offer of Dedication.

Commonwealth of Pennsylvania
County of Dauphin

On this, the ____ day of ____, 20__, before me, the undersigned officer, personally appeared ____ who being duly sworn according to law, deposes and says that he is the ____ of the property shown on this plan, that he acknowledges the same to be his act and plan, that he desires the same to be recorded, and that all streets and other property identified as proposed public property (excepting those areas labeled "not for dedication" are hereby dedicated to the public use.

Signature of Landowner

Signature and Seal of Notary Public or Other Officer Authorized to Acknowledge Deeds

My Commission Expires _____.

B. Co-Partnership - Certification of Ownership, Acknowledgement of the Plan, and Offer of Dedication.

Commonwealth of Pennsylvania
County of Dauphin

On this, the ____ day of ____, 20__, before me, the undersigned officer, personally appeared ____, being of the firm of ____ who being duly sworn according to law, deposes and says that the co-partnership is the ____ of the property shown on this plan, that the plan thereof was made at its direction, that it acknowledges the same to be his act and plan and desires the same to be recorded, and that all streets and other property identified as proposed public property (excepting those areas labeled "not for dedication") are hereby dedicated to the public use.

Signature of the Individual

Signature and Seal of Notary Public or Other Officer Authorized to Acknowledge Deeds

My Commission Expires _____

C. Corporate - Certification of Ownership, Acknowledgement of the Plan, and Offer of Dedication.

Commonwealth of Pennsylvania
County of Dauphin

On this, the ____ day of ____, 20__, before me, the undersigned officer, personally appeared ____ being ____ of ____ (Name of Corporation), who being duly sworn according to law, deposes and says that the corporation is the ____ of the property shown on this plan, that he is authorized to execute said plan on behalf of the corporation, that the plan is the act and deed of the corporation, further acknowledges, that all streets and other property identified as proposed public property (excepting those areas labeled "not for dedication") are hereby dedicated to the public use.

Signature of the Individual Corporate Seal

Signature and Seal of Notary Public or Other Officer Authorized to Acknowledge Deeds.

My Commission Expires _____.

SURVEYOR, ENGINEER AND/OR LANDSCAPE ARCHITECT STATEMENT OF ACCURACY

A. Survey Certification of Accuracy.

I hereby certify that, to the best of my knowledge, the survey and plan shown and described hereon is true and correct to the accuracy required by Chapters 22 and 9 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development and stormwater management.

B. Storm Drainage Plan Certification.

I hereby certify that, to the best of my knowledge, the storm drainage facilities shown and described hereon are designed in conformance with Chapters 22 and 9 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development and stormwater management.

C. General Plan/Report Data.

I hereby certify that, to the best of my knowledge, the _____ (title of Plan report data) shown and described hereon is true and correct to the accuracy required by Pennsylvania State Law and by Chapters 22 and 9 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development and stormwater management.

MUNICIPAL APPROVAL

A. Highspire Borough Preliminary Plan Approval Certification

At a meeting on _____, 20__ the Highspire Borough Council granted PRELIMINARY PLAN APPROVAL of this project, including the complete set of plans marked Sheet(s) _____ through _____ which form a part of the application dated _____, last revised _____. This plan may not be recorded in the office of the Dauphin County Recorder of Deeds, nor may any construction be initiated but when combined with the other necessary approvals and permits, grants of authority to install on the public improvements required as part of the plan.

Highspire Borough Council Signature

Highspire Borough Council Signature

B. Highspire Borough Final Plan Approval Certification

At a meeting on _____, 20__, the Highspire Borough Council approved this project, and all conditions have been met. This approval includes the complete set of plans and information that are filed with the Borough in File No. _____, based upon its conformity with the standards of the Chapters 22 and 9 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development and stormwater management.

Highspire Borough Council Signature

Highspire Borough Council Signature

DAUPHIN COUNTY APPROVAL

A. Dauphin County Planning Commission (DCPC) Review Certificate

The Dauphin County Planning Commission, as required by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended, reviewed this Plan on _____, 20____, and copy of the review is on file at the office of the planning commission in DCPC File No. _____. This certification does not indicate approval or disapproval of the plan by the Dauphin County Planning Commission, and the Commission does not represent nor guarantee that this plan complies with the various ordinances, rules, regulations, or laws of Highspire Borough, the Commonwealth, or the Federal Government.

Chairman Designee signature

Vice Chairman Designee signature



B. Dauphin County Recorder of Deeds Certificate

Recorded in the office for Recording of Deeds, in and for Dauphin County, Pennsylvania, in Subdivision Plan Book _____, Volume _____, Page _____. Witness my hand and seal of office this _____ day of _____ A.D.20____.

Recorder



**APPENDIX B - APPLICATION FOR CONSIDERATION OF A SUBDIVISION AND/OR
LAND DEVELOPMENT PLAN**

For Borough Use Only:

File No.: _____
Date of Receipt/Filing: _____
Highspire Borough Planning
Commission Meeting Date: _____
Highspire Borough Council Meeting Date: _____

The undersigned hereby applies for approval under Chapters 22 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development for the Plan, submitted herewith and described below:

1. Application Classification:
_____ Sketch Plan _____ Preliminary Plan
_____ Final Plan _____ Preliminary/Final Plan
_____ Consolidation Plan _____ Lot Add-On Plan
_____ Waiver/Modification Process _____

2. Plan Name: _____
Consultant Project No.: _____
Plan Date: _____

3. Project Location: _____

4. Name of Property Owner(s) _____
Address: _____ Phone No.: _____
Source of Title: _____ Account No.: _____

Second Property Owner(s) _____
Address: _____ Phone No.: _____
Source of Title: _____ Account No.: _____

5. Land Use and Number of Lots and/or Units (indicate answer by number):
_____ Single Family Detached _____ Industrial
_____ Multi-Family Attached _____ Institutional
_____ Mixed Use _____ Other (please specify)
_____ Commercial _____

6. Name of Applicant (if other than Owner(s)) _____
Address: _____ Phone No.: _____

7. Firm that prepared the Plan: _____
Address: _____ Phone No.: _____
Person Responsible for the Plan: _____

8. Zoning District: _____
Is a Zoning Variance, Special Exception, and/or Conditional Use Approval Necessary? Y / N
If Yes, please specify: _____

9. Net Acreage of Parent Tract(s): _____
Gross Acreage of Parent Tract(s): _____
Square Feet of Ground Floor Area: _____
10. Type of Water Supply Proposed:
_____ Public _____ Private Community
_____ Community On-Lot _____ Individual On-Lot
12. Sewage Facilities Plan Revision or Supplement Number: _____
Date Submitted: _____
13. Lineal Feet of New Street: _____
Identify all Street(s) Not Proposed for Dedication:

14. Acreage Proposed for Park or Other Public Use: _____

The undersigned hereby represents that, to the best of his knowledge and belief, all information listed above is true, correct, and complete.

Signature of Landowner or Applicant Date

Signature of Landowner or Applicant Date

.....
We do hereby request the Dauphin County Planning Commission review the enclosed Subdivision or Land Development Plan in accordance with the Pennsylvania Municipalities Planning Code, Act 247, of 1968, as amended, Article V, Section 502.

Signature Title Date

.....
For Dauphin County Planning Commission Use Only:

DCPC File No.: _____

Date of Receipt: _____

Dauphin County Planning Commission Meeting Date: _____

APPENDIX C - APPLICATION FOR CONSIDERATION OF A MODIFICATION

For Borough Use Only:

File No.: _____
Date of Receipt/Filing: _____
Planning Commission Meeting Date: _____
Highspire Borough Council Meeting Date: _____

The undersigned hereby applies for approval of a Modification/Waiver, submitted herewith and described below:

1. Plan Name: _____
Plan No.: _____ Plan Date: _____

2. Project Location: _____

3. Name of Property Owner(s) _____
Address: _____ Phone No.: _____
Source of Title: _____ Account No.: _____

Second Property Owner(s) _____
Address: _____ Phone No.: _____
Source of Title: _____ Account No.: _____

4. Specific Section of the Chapters 22 and 9 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development for which a modification is requested: _____

The Proposed Alternative to the Requirement:

Justification for the Modification/Waiver:

The undersigned hereby represents that, to the best of their knowledge and belief, all information listed above is true, correct, and complete.

RETTEW
Effective Date: November 4, 2009
Enacted: December 15, 2009

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Signature

Date

APPENDIX D - MEMORANDUM OF UNDERSTANDING

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

This Memorandum of Understanding is entered into by and between the following parties: Highspire Borough, hereinafter called "Borough" and _____, hereinafter called "Developer".

RECITALS:

WHEREAS, Developer has submitted to the Borough a plan and application for a subdivision or land development plan located in _____ which is known and designated as _____.

WHEREAS, The 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, the 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 improvements.
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 Dauphin 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 Dauphin 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

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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.

IN WITNESS WHEREOF, the parties hence caused this Memorandum of Understanding to be executed, dated this ____ day of 20__.

HIGHSPIRE BOROUGH COUNCIL

(Notary Seal) DEVELOPER

APPENDIX D-1 - MEMORANDUM OF UNDERSTANDING AND FINANCIAL SECURITY

**INSTALLATION OF PUBLIC IMPROVEMENTS IN CONJUNCTION WITH FINAL PLAN
APPROVAL**

This Memorandum of Understanding is entered into by and between the following parties: Highspire Borough, hereinafter called "Borough" and _____, hereinafter called "Developer".

RECITALS:

WHEREAS, Developer has submitted to the Borough a plan and application for a subdivision or land development plan located in _____ which is known and designated as _____.

WHEREAS, The Borough has required and Developer has agreed that public improvements shall be completed by the Developer, as provided in Part 6 of the Chapter 22 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development.

WHEREAS, The 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, the 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 or land development plan, subject to the approval of the plans and specifications by the Borough.
2. 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, 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.
4. Developer agrees to reimburse the Borough for professional engineering consultant services, and Dauphin 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. Developer agrees to reimburse the Borough for engineering, professional consultant services, and Dauphin County Planning Commission services associated with the As-Built Plan review. It is agreed that professional engineering consultant services, and Dauphin 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.
5. 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

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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.

6. Notwithstanding the foregoing, Developer reserves the right to contest the amount and/or reasonableness of the fees pursuant to the provisions of the MPC.

IN WITNESS WHEREOF, the parties hence caused this Memorandum of Understanding to be executed, dated this ____ day of ____, 20__.

MUNICIPAL GOVERNING BODY

(Notary Seal) DEVELOPER

FINANCIAL SECURITY

This Financial Security is entered into by and between the following parties:
Highspire Borough, 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, The 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, the 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 development 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 6 of the Chapter 22 of the Codified Ordinances of the Borough of Highspire relating to subdivision/land development, in the amount sufficient to cover the costs of all public improvements, including, but not limited to, streets, street signs, sidewalks, curbs, landscaping including shade/street trees, 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 (110) percent 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 approval 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.
4. 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.

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5. 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.
6. 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 agreements. 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 caused this financial security to be executed, dated this ____ day of _____, 2009.

MUNICIPAL GOVERNING BODY

(Notary Seal) DEVELOPER

APPENDIX E - Reserved for Future Use

APPENDIX F - GENERAL DESIGN GUIDELINES WITH HISTORIC FEATURES**A. Size, Scale and Proportion.**

New construction should reflect the dominant proportions, size and scale of buildings comprising the streetscape. The height and width of the front façade should relate to the average height and width of historic buildings. New buildings should be designed within ten percent of the average height of adjacent historic buildings.

B. Massing and Shape.

Building shape, massing, and roof shape of new construction should reflect that found in surrounding buildings.

C. Materials and Textures.

Building materials, textures and treatments should be compatible with surrounding buildings. Where traditional materials, such as brick, stone, and wood are common in the immediate neighborhood, use of these materials on front facades and secondary facades for corner properties is recommended.

D. Rhythm and Patterns.

Design elements of principal facades should reflect the neighborhood patterns. Examples include prevalent vertical or horizontal orientation of elements. Large buildings can be divided into bays to reflect neighborhood rhythms.

E. Cornice and Floor-to-Floor Heights.

Design elements of principal facades should reflect the cornice and floor-to-floor heights, spacing between windows and doors and between windows and cornices or rooflines, or should incorporate detailing to suggest the same. The design should also reflect the dimensions of the façade's base and cornice.

F. Windows and Doors.

The use of window and door openings of size and design typical to the neighborhood is recommended.

G. Streetscapes, Orientation and Location.

New construction should reflect prevailing setbacks, orientation and physical elements, which define streetscapes.

APPENDIX G - CHECKLIST FOR STREET & ACCESS DRIVE DESIGN

STREET NAME: _____ PROJECT NAME: _____

STATION NUMBER: _____ DATE: _____ SHEET _____ / _____

- 1. Classification: (circle one)
 - Rural
 - Urban
- 2. Project Type: (circle one)
 - Residential
 - Mixed Use
 - Commercial/Industrial
- 3. Ownership: (circle one)
 - Public/Dedicated
 - Private
- 4. Principal Design Vehicle: (circle one)
 - Automotive
 - Truck
- 5. Street Function: (circle one)
 - Alley
 - Local
 - Collector
 - Arterial

6. Attached Design Criteria Matrix Verifies the Following:
- Volume of Average Daily Trips: _____
 - Design Speed: _____
 - Vertical Attributes:
 - Maximum Slope: _____ %
 - Minimum Slope: _____ %
 - "K" Value for Crest Curves: _____
 - "K" Value for Sag Curves: _____
 - Level of Service (LOS) at Intersections:
 - New Intersection: LOS C or better
 - New Intersection with Existing Street: LOS D or better
 - Horizontal Attributes: _____
 - Minimum Safe Stopping Sight Distance: _____
 - Minimum Sight Distance at Intersections: _____
 - Minimum Centerline Curve Radius: _____
 - Curb Radii
 - Local – Local: 10'-15'
 - Local – Collector: 15'-20'
 - Collector – Collector: 15'-25'

	One Side/Both Sides	Width	Total Width
◦ Thru lanes:	_____ X	_____ =	_____
◦ Turn lane:	_____ X	_____ =	_____
◦ On-Street Parking:	_____ X	_____ =	_____
◦ Multi-modal lane:	_____ X	_____ =	_____
◦ Gutter (Storm Water):	_____ X	_____ =	_____
◦ Shoulder:	_____ X	_____ =	_____
◦ Curb:	_____ X	_____ =	_____
◦ Swale:	_____ X	_____ =	_____
◦ Sidewalk:	_____ X	_____ =	_____
◦ Grass/Tree Strip:	_____ X	_____ =	_____
◦ Boulevard Island:	_____ X	_____ =	_____
Total Right-of-Way Width			_____

7. Special Considerations: (traffic signals, streetscape and lighting requirements, crosswalk treatments, etc.)

8. Agreed by Developer meeting attendee(s): _____

9. Agreed by Borough meeting attendee(s): _____

