

# APPENDICES

APPENDICES

# APPENDIX A

## Plan Checklists

**Appendix A-1: Preliminary Plan Checklist**

**Appendix A-2: Final Plan Checklist**

**Appendix A-3: Minor Subdivision Plan Checklist**

**Appendix A-4: Lot Addition/Consolidation Plan Checklist**

APPENDIX A

## PRELIMINARY PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
One (1) completed MBPC Application Form				
Ten (10) copies of Preliminary Plan				
Three (3) copies of all reports, deed covenants, notifications, studies, etc.				
Application Fee in the form of a check or money order payable to Borough of Mifflinburg				
Request for Modifications of this Ordinance form(s) and supporting documentation				
Brief narrative describing the proposed project				
Title block with project name, municipality, plan date, revision dates, and owner name and address				
Name, address, phone # of firm/plan preparer along with assigned project #, signature, registration #, and seal of professional preparing the plan				
North arrow				
Graphic and written scale				
Site location map of a sufficient size and scale to clearly show location of property				
Deed book and page and parcel ID number of the tract to be subdivided or developed				
Total acreage of the entire existing tract				
Tract boundary w/bearings and distances showing relationship of proposal to the entire tract and all prior conveyances from parent tract since 1969				
Owners names, deed book and page and parcel ID number of adjacent unplotted land and the names, deed book and page of all abutting recorded subdivisions				
Table of zoning district requirements including lot area and bulk, density, building and impervious coverage, yards and zoning for adjacent lands if different				
Topographic contours (see Ordinance section for details)				
Steep slopes showing areas 16 to 25 % and those areas greater than 25%				
Soil types and boundaries				
Prominent natural and topographic features (See Ordinance section for details)				
General vegetative cover of the site including a brief description				
Note indicating whether site is or is not underlain by carbonate geology				
Location of quarry sites, solid waste disposal areas, wildcat dumps, EPA Superfund sites, and other potentially hazardous conditions on the site or adjacent tracts				
Approximate location for significant historic and cultural features on or w/in 200' of site (see Ordinance section for details)				
Existing recorded streets, roads, alleys or other means of access and easements on or adjacent to the tract; including name or number, ownership, width, condition of pavement and grades, and purpose for which easement was created				
Location, ownership and width of rights-of-ways and easements for features listed in this section (see Ordinance section for details)				
Location and material of all existing permanent monuments and lot line markers				
Site data including total acreage, # of lots, density, # dwelling units, existing and proposed land use, impervious area, tract residual, parking required, parking provided, open space and common areas, etc.				
Required yards and building setback lines w/distances				
Lot layout w/lot lines, approximate dimensions, lot square footage and acreage				
Block and lot numbers in a consecutive and clockwise or left to right order				
Exact location, name, width, and grade of proposed streets, alleys, driveways or other access				
Location and width of rights-of-way and cartways				
Delineation of clear sight triangles and sight distances				
Design information for horizontal curves (degree of curvature, radius, arc length, point of tangents)				
Length of tangents between reverse curves				
Curb radii at intersections and intersection equalities between streets				
Curb and gutter location				
Location of sidewalks and/or trails with widths, grades, and ramps for ADA requirements				

## PRELIMINARY PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
Location of streetlights, street signs, and traffic control devices, signs and/or pavement markings				
Location and type of vegetation and landscaping to be planted between curb and shoulder of ROW				
Location and species of street trees, shade trees, and landscaping to be planted				
Location of light fixtures, types, and sizes				
Proposed public buildings and areas, playgrounds, open space, etc.				
Identification of buildings and historic features proposed to be demolished				
Location, width, and use of utility, drainage and all other proposed easements				
Location and pipe diameter of storm water, sanitary sewer, and water mains and laterals.				
Location of fire hydrants and other operational water main infrastructure				
Location of all proposed stormwater management and erosion control facilities				
Deep probe and soil percolation test sites and proposed absorption field areas if on-lot sewage disposal facilities are proposed, including isolation distances				
Copies of private deed restrictions, covenants, grants of easements, homeowner and business association agreements or other restrictions				
Preliminary design of proposed bridges and culverts				
Typical street cross section for each street-should include entire ROW and show materials for base, surfacing, and method of construction				
Street centerline profile for proposed streets showing finished grade (See Ordinance for details)				
Grading plan showing cross sections for cut fill areas and for general site development activities including parking areas, buildings, stormwater facilities, etc.				
Typical curb and gutter design, materials and method of construction				
Typical sidewalk or trail design, materials and method of construction				
Sewage Facilities Plan and/or Engineering Feasibility Study and required documentation				
Water Facilities Plan and required documentation				
Appropriate letters from utility service providers				
Stormwater Management and Drainage Plan and narrative				
Sketch of proposed streets, sanitary and storm sewer and water lines for the remainder of the tract when the preliminary plan only covers a portion of the tract				
Estimated cost of all improvements including an itemized list of components (unit cost, quantity, etc.)				
Schedule of phased installation of improvements and anticipated dates of final plan filing				
Landscaping Plan including names, sizes, quantities and location of plant materials				
Erosion and Sedimentation Pollution Control Plan and approval letter from UCCD				
Documentation that all floodplain and floodway regulations are met				
Copies of required regulatory permits for proposed alterations/obstructions to water resources				
Community Impact Analysis, Natural Features Analysis and Traffic Engineering Study				
Occupancy permit or letter from utility owner regarding minimum setback distance compliance				
Letter of municipal zoning compliance				
Letter of approval from Union County GIS Department for road and subdivision names				
Letter from any agricultural or conservation easement holders stating conditions on property				
Penn DOT Highway Occupancy Permit or appropriate municipal driveway permit				
Appropriate remediation reports and/or testing for contaminated sites (See Ordinance)				
Certificate, signature and seal of the professional land surveyor certifying survey accuracy				
Certificate, signature and seal of the landscape architect, surveyor, or professional engineer that all other details on and accompanying the plan are correct.				
Certification of Ownership in the form of a notarized statement by the owner(s)				
Preliminary Plan Certification of Notification block for Municipal Governing Body				
Preliminary Plan Approval Certification Block for Borough of Mifflinburg				
Notation on the plan of any modifications granted by the Commission pursuant to the Ordinance				
Notation on the plan of any variances granted in accordance with the applicable zoning ordinance				

## FINAL PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
One (1) completed MBPC Application Form				
Ten (10) copies of Final Plan				
Three (3) copies of all reports, deed covenants, notifications, studies, etc.				
Filing Fee in the form of a check or money order payable to Borough of Mifflinburg				
Request for Modifications of this Ordinance form(s) and supporting documentation				
Brief narrative describing the proposed project				
Title block with project name, municipality, plan date, revision dates, and owner name and address				
Name, address, phone # of firm/plan preparer along with assigned project #, signature, registration #, and seal of professional preparing the plan				
North arrow				
Graphic and written scale				
Site location map of a sufficient size and scale to clearly show location of property				
Deed book and page and parcel ID number of the tract to be subdivided or developed				
Total acreage of the entire existing tract				
Tract boundary w/bearings and distances showing relationship of proposal to the entire tract and all prior conveyances from parent tract since 1969				
Owners names, deed book and page and parcel ID number of adjacent unplotted land and the names, deed book and page of all abutting recorded subdivisions				
Table of zoning district requirements including lot area and bulk, density, building and impervious coverage, yards and zoning for adjacent lands if different				
Topographic contours (see Ordinance section for details)				
Steep slopes showing areas 16 to 25 % and those areas greater than 25%				
Soil types and boundaries				
Prominent natural and topographic features (See Ordinance section for details)				
General vegetative cover of the site including a brief description				
Note indicating whether site is or is not underlain by carbonate geology				
Location of quarry sites, solid waste disposal areas, wildcat dumps, EPA Superfund sites, and other potentially hazardous conditions on the site or adjacent tracts				
Approximate location for significant historic and cultural features on or w/in 200' of site (see Ordinance section for details)				
Existing recorded streets, roads, alleys or other means of access and easements on or adjacent to the tract; including name or number, ownership, width, condition of pavement and grades, and purpose for which easement was created				
Location, ownership and width of rights-of-ways and easements for features listed in this section (see Ordinance section for details)				
Location and material of all existing permanent monuments and lot line markers				
Site data including total acreage, # of lots, density, # dwelling units, existing and proposed land use, impervious area, tract residual, parking required, parking provided, open space and common areas, etc.				
Required yards and building setback lines w/distances				
Lot layout w/lot lines, approximate dimensions, lot square footage and acreage				
Block and lot numbers in a consecutive and clockwise or left to right order				
Exact location, name, width, and grade of proposed streets, alleys, driveways or other access				
Location and width of rights-of-way and cartways				
Delineation of clear sight triangles and sight distances				
Design information for horizontal curves (degree of curvature, radius, arc length, point of tangents)				
Length of tangents between reverse curves				
Curb radii at intersections and intersection equalities between streets				
Curb and gutter location				
Location of sidewalks and/or trails with widths, grades, and ramps for ADA requirements				

## FINAL PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
Location of streetlights, street signs, and traffic control devices, signs and/or pavement markings				
Location and type of vegetation and landscaping to be planted between curb and shoulder of ROW				
Location and species of street trees, shade trees, and landscaping to be planted				
Location of light fixtures, types, and sizes				
Proposed public buildings and areas, playgrounds, open space, etc.				
Identification of buildings and historic features proposed to be demolished				
Location, width, and use of utility, drainage and all other proposed easements				
Location and pipe diameter of storm water, sanitary sewer, and water mains and laterals.				
Final vertical and horizontal alignment for sanitary sewer, water and storm sewer and drainage systems. Manhole locations, size and material.				
Location of fire hydrants and other operational water main infrastructure				
Location of all proposed stormwater management and erosion control facilities				
Deep probe and soil percolation test sites and proposed absorption field areas if on-lot sewage disposal facilities are proposed, including isolation distances				
Assigned tax parcel identification numbers and addresses from appropriate Union Co. agencies				
Copies of private deed restrictions, covenants, grants of easements, homeowner and business association agreements or other restrictions				
Final design of proposed bridges and culverts				
Typical street cross section for each street-should include entire ROW and show materials for base, surfacing, and method of construction				
Street centerline profile for proposed streets showing finished grade (See Ordinance for details)				
Grading plan showing cross sections for cut fill areas and for general site development activities including parking areas, buildings, stormwater facilities, etc.				
Typical curb and gutter design, materials and method of construction				
Typical sidewalk or trail design, materials and method of construction				
Sewage Facilities Plan and/or Engineering Feasibility Study and required documentation				
Water Facilities Plan and required documentation				
Appropriate letters from utility service providers				
Stormwater Management and Drainage Plan and narrative				
Sketch of proposed streets, sanitary and storm sewer and water lines for the remainder of the tract when the plan only covers a portion of the tract				
Final cost of all improvements including an itemized list of components (unit cost, quantity, etc.)				
Appropriate signed Improvement Guaranty Agreement and surety for improvements				
Landscaping Plan including names, sizes, quantities and location of plant materials				
Erosion and Sedimentation Pollution Control Plan and approval letter from Union Co. Cons. District				
Documentation that all floodplain and floodway regulations are met				
Copies of required regulatory permits for proposed alterations/obstructions to water resources				
Community Impact Analysis, Natural Features Analysis and Traffic Engineering Study				
Occupancy permit or letter from utility owner regarding minimum setback distance compliance				
Letter of municipal zoning compliance				
Approval letters from Union County GIS Department agencies for road names, addresses, tax parcel numbers				
Letter from any agricultural or conservation easement holders stating conditions on property				
Penn DOT Highway Occupancy Permit or appropriate municipal driveway permit				
Appropriate remediation reports and/or testing for contaminated sites (See Ordinance)				
Certificate, signature and seal of the professional land surveyor certifying survey accuracy				
Certificate, signature and seal of the landscape architect, surveyor, or professional engineer that all other details on and accompanying the plan are correct				
Certification of Ownership in the form of a notarized statement by the owner(s)				
Final Plan Certification of Notification block for Municipal Governing Body				
Final Plan Approval Certification Block for Borough of Mifflinburg				
Four inch by two inch (4"x2") space in upper left hand corner for Recorder's Office Block				

## FINAL PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
A certificate of dedication of streets, sidewalks, and other public property				
Notation indicating any area/and or improvement(s) that are not to be offered for dedication				
Notation on the plan of any modifications granted by the Commission pursuant to the Ordinance				
Notation on the plan of any variances granted in accordance with the applicable zoning ordinance				

## MINOR SUBDIVISION PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
One (1) completed MBPC Application Form				
Ten (10) copies of Final Plan				
Three (3) copies of all reports, deed covenants, notifications, studies, etc.				
Filing Fee in the form of a check or money order payable to Borough of Mifflinburg				
Request for Modifications of this Ordinance form(s) and supporting documentation				
Brief narrative describing the proposed project				
Title block with project name, municipality, plan date, revision dates, and owner name, and address				
Name, address, phone # of firm/plan preparer along with assigned project #, signature, registration #, and seal of professional preparing the plan				
North arrow				
Graphic and written scale				
Site location map of a sufficient size and scale to clearly show location of property				
Deed book and page and parcel ID number of the tract to be subdivided or developed				
Total acreage of the entire existing tract				
Tract boundary w/bearings and distances showing relationship of proposal to the entire tract and all prior conveyances from parent tract since 1969				
Owners names, deed book and page and parcel ID number of adjacent unplotted land and the names, deed book and page of all abutting recorded subdivisions.				
Table of zoning district requirements including lot area and bulk, density, building and impervious coverage, yards and zoning for adjacent lands if different				
Topographic contours (see Ordinance section for details)				
Steep slopes showing areas 16 to 25 % and those areas greater than 25%				
Soil types and boundaries				
Prominent natural and topographic features. (See Ordinance section for details)				
General vegetative cover of the site including a brief description				
Location of quarry sites, solid waste disposal areas, wildcat dumps, EPA Superfund sites, and other potentially hazardous conditions on the site or adjacent tracts				
Approximate location for significant historic and cultural features on or w/in 200' of site (see Ordinance section for details)				
Existing recorded streets, roads, alleys or other means of access and easements on or adjacent to the tract; including name or number, ownership, width, condition of pavement and grades, and purpose for which easement was created				
Location, ownership and width of rights-of-ways and easements for features listed in this section (see Ordinance section for details)				
Location and material of all existing permanent monuments and lot line markers				
Site data including total acreage, # of lots, density, # dwelling units, existing and proposed land use, impervious area, tract residual, parking required, parking provided, open space and common areas, etc.				
Required yards and building setback lines w/distances				
Lot layout w/lot lines, approximate dimensions, lot square footage and acreage				
Block and lot numbers in a consecutive and clockwise or left to right order				
Location and width of rights-of-way and cartways along with sight distances				
Delineation of clear sight triangles				
Identification of buildings and historic features proposed to be demolished				
Location, width, and use of utility, drainage and all other proposed easements				
Location of all proposed stormwater management and erosion control facilities				
Deep probe and soil percolation test pits and proposed absorption field areas including applicable isolation distances				
Assigned tax parcel identification numbers and addresses from appropriate Union County agencies				



## MINOR SUBDIVISION PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
Copies of private deed restrictions, covenants, grants of easements, homeowner and business association agreements or other restrictions				
Sewage Facilities Plan and/or Engineering Feasibility Study and required documentation				
Stormwater Management and Drainage Plan and narrative				
Erosion and Sedimentation Pollution Control Plan and approval letter from Union County Conservation District				
Documentation that all floodplain and floodway regulations are met				
Copies of required regulatory permits for proposed alterations/obstructions to water resources				
Occupancy permit or letter from utility owner regarding minimum setback distance compliance				
Letter of municipal zoning compliance				
Approval letters from Union County agencies for road names, addresses, tax parcel numbers				
Letter from any agricultural or conservation easement holders stating conditions on property				
Penn DOT Highway Occupancy Permit or appropriate municipal driveway permit				
Appropriate remediation reports and/or testing for contaminated sites (See Ordinance)				
Certificate, signature and seal of the professional land surveyor certifying survey accuracy				
Certificate, signature and seal of the landscape architect, surveyor, or professional engineer that all other details on and accompanying the plan are correct				
Certification of Ownership in the form of a notarized statement by the owner(s)				
Final Plan Approval Certification Block for Borough of Mifflinburg				
Four inch by two inch (4"x2") space in upper left hand corner for Recorder's Office Block				
Notation on the plan of any modifications granted by the Commission pursuant to the Ordinance				
Notation on the plan of any variances granted in accordance with the applicable zoning ordinance				

## LOT ADDITION/CONSOLIDATION PLAN CHECKLIST

Ordinance Requirement	Section	Yes	No	N/A
One (1) completed MBPC Application Form				
Ten (10) copies of Final Plan				
Filing Fee in the form of a check or money order payable to Borough of Mifflinburg				
Brief narrative describing the proposed project				
Title block with project name, municipality, plan date, revision dates, and owner name and address				
Name, address, phone # of firm/plan preparer along with assigned project #, signature, registration #, and seal of professional preparing the plan				
North arrow				
Graphic and written scale				
Site location map of a sufficient size and scale to clearly show location of property				
Deed book and page and parcel ID number of the tract to be subdivided or developed				
Owners names, deed book and page and parcel ID number of adjacent unplotted land and the names, deed book and page of all abutting recorded subdivisions				
Total acreage of the entire existing tract				
Tract boundary w/bearings and distances showing relationship of proposal to the entire tract and all prior conveyances from parent tract since 1969				
Table of zoning district requirements including lot area and bulk, density, building and impervious coverage, yards and zoning for adjacent lands if different				
Existing recorded streets, roads, alleys or other means of access and easements on or adjacent to the tract; including name or number, ownership, width, condition of pavement and grades, and purpose for which easement was created				
Location and material of all existing permanent monuments and lot line markers				
Lot layout w/lot lines, approximate dimensions, lot square footage and acreage				
Assigned tax parcel identification numbers and addresses from appropriate Mifflinburg agencies				
Copies of private deed restrictions, covenants, grants of easements, homeowner and business association agreements or other restrictions				
Letter of municipal zoning compliance				
Letter from any agricultural or conservation easement holders stating conditions on property				
Approval letters from Mifflinburg agencies for road names, addresses, tax parcel numbers				
Certificate, signature and seal of the professional land surveyor certifying survey accuracy				
Certification of Ownership in the form of a notarized statement by the owner(s)				
Final Plan Approval Certification Block for Borough of Mifflinburg				
Four inch by two inch (4"x2") space in upper left hand corner for Recorder's Office Block				
Notation on the plan of any variances granted in accordance with the applicable zoning ordinance				
Appropriate notation for lot additions, lot consolidations, tract surveys, correction of survey errors				
Notation that a permit for sewage disposal has neither been requested nor granted for the lot and that the grantee, his heirs and assigns accept the responsibility for obtaining a permit for sewage disposal facilities if, and at the time, same are necessary				

# APPENDIX B

## Plan Application Form

APPENDIX B

Return to: Mifflinburg Borough Office

120 North Third Street  
Mifflinburg, PA 17844

Phone 570 966-1013

Fax 570 966-4258

# MIFFLINBURG BOROUGH APPLICATION FOR SUBDIVISION OR LAND DEVELOPMENT

**SUBJECT:** Request for review of a Subdivision or Land Development under the Mifflinburg Borough Subdivision and Land Development Ordinance. This Application must be completed by the Applicant, and submitted to the above address, along with a minimum of ten (10) sets of plans, accompanying documents, and the required fee (see reverse side).

**TO BE COMPLETED BY STAFF**

DATE OF SUBMISSION: \_\_\_\_\_

REQUIRED FEE: \_\_\_\_\_

NUMBER OF PLANS SUBMITTED: \_\_\_\_\_

**TO BE COMPLETED BY APPLICANT**

Development Name (if applicable): \_\_\_\_\_ Location: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Phone : \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Phone : \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Architect/Engineer/Surveyor Name: \_\_\_\_\_ Phone : \_\_\_\_\_

Architect/Engineer/Surveyor Address: \_\_\_\_\_

<p><b>TYPE OF REVIEW REQUESTED</b></p> <p><input type="checkbox"/> Unofficial Sketch  <input type="checkbox"/> Preliminary  <input type="checkbox"/> Final</p>	<p><b>TYPE OF PLAN</b></p> <p><input type="checkbox"/> Minor Subdivision – 5 lots or less  <input type="checkbox"/> Major Subdivision  <input type="checkbox"/> Add-on Subdivision  <input type="checkbox"/> Land Development</p>	<p>Tax Parcel(s): # _____  # _____  # _____</p> <p>Zoning District: _____</p>
<p><b>PLAN INFORMATION</b></p> <p>Total Area (gross acres): _____  Acreage of Residual: _____  Ownership of Roads:  <input type="checkbox"/> Public <input type="checkbox"/> Private  Located in Floodway or Floodplain:  <input type="checkbox"/> Yes <input type="checkbox"/> No  Erosion/Sedimentation Control Plan:  <input type="checkbox"/> Submitted <input type="checkbox"/> Not applicable</p>	<p><b>PROPOSED LAND USE / # OF LOTS</b></p> <p><input type="checkbox"/> Agriculture _____  <input type="checkbox"/> Single Family _____  <input type="checkbox"/> Townhouses _____  <input type="checkbox"/> Twin Units _____  <input type="checkbox"/> Apartments _____  <input type="checkbox"/> Mobile Homes _____  <input type="checkbox"/> Commercial _____  <input type="checkbox"/> Industrial _____  <input type="checkbox"/> Institutional _____  <input type="checkbox"/> Other _____</p>	<p><b>PROPOSED UTILITIES</b>  (check appropriate boxes)</p> <p>Public/Community      <i>Water</i>      <i>Sewer</i>     <input type="checkbox"/>      <input type="checkbox"/></p> <p>On-site                      <input type="checkbox"/>      <input type="checkbox"/></p> <p>No new sewage disposal or water supply proposed <input type="checkbox"/></p>

**PREVIOUS SUBDIVISIONS**  
Date(s) of previous subdivision(s), if applicable, and number of lots:  
\_\_\_\_\_

The term "lot" as defined in the Mifflinburg Borough Subdivision and Land Development Ordinance includes a parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or build upon as a unit.

I, or we, acknowledge that all the information provided in this Application and in the Plan and documents are true and factual. I, or we, understand that false statements herein are made subject to the penalties of 18 PA. CS - Section 4904, relating to unsworn falsification to authorities, and I or we, shall comply with all ordinances of Mifflinburg Borough as they apply.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FEE SCHEDULE**

The following fees shall apply to each land subdivision or land development submitted to the Mifflinburg Borough Planning Commission for review and approval. **Note: The Mifflinburg Planning Commission approves plans for the Borough.**

<b>SKETCH PLAN:</b> No Charge		
<b>SUBDIVISION PLANS:</b>	<b><u>Base Fee</u></b>	<b><u>Fees for each Lot or Unit</u></b>
Minor Subdivisions (5 lots or less)	\$300.00	Plus \$25.00 per lot or unit beginning with the first Lot or unit.
Major Subdivisions (greater than 5 lots)	\$600.00	
Add-on Subdivisions	\$300.00	
<b>LAND DEVELOPMENT PLANS:</b>	<b><u>Base Fee</u></b>	<b><u>Fees for each Lot or Unit</u></b>
Minor Land Development*	\$300.00	Plus \$25.00 per lot or unit beginning with the first is lot or unit.
Major Land Development*	\$600.00	
* As defined by the Mifflinburg Borough Subdivision and Land Development Ordinance.		
Drainage Plan	\$600.00	

**Checks should be made payable to: Mifflinburg Borough**

**TIME LIMITATIONS:** Mifflinburg Borough Planning Commission has ninety (90) days within which to review and render a decision on subdivision and land development plans once applications are officially filed in accordance with the Mifflinburg Borough Subdivision and Land Development Ordinance. The review period may be extended if requested by the applicant. When the time period has been stopped due to an incomplete application package, incorrect fee or other reasons, the time period will continue from the day in which the application package is deemed complete.

**STAFF USE ONLY**

Date Received by MBPC: \_\_\_\_\_  
 Review Completed By: \_\_\_\_\_  
 Date of Review: \_\_\_\_\_  
 Plan Number: \_\_\_\_\_  
 Municipal Zoning Compliance: \_\_\_\_\_  
 Date Action Taken: \_\_\_\_\_

**THIS PLAN HAS BEEN SUBMITTED TO:**

County Planning Department	Date _____
County Conservation District	Date _____
PennDOT	Date _____
DEP	Date _____
Emergency Services	Date _____
Borough Engineer	Date _____
Other _____	Date _____

Approved       Denied  
     ◦ Preliminary  
     ◦ Final

# APPENDIX C

## Notifications and Certifications

**Appendix C-1: MBPC Certification & UCPC Certification**

**Appendix C-2: Certificate of Survey Accuracy**

**Appendix C-3: Professional Engineer Certification**

**Appendix C-4: Other Professional Certification**

**Appendix C-5: Certificates of Ownership and Acknowledgement of Plan**

**Appendix C-6: Zoning Variance and Conditional Use Notes**

**Appendix C-7: Improvements Dedication Certification**

**Appendix C-8: Non-Dedicated Improvements**

**Appendix C-9: Lot Addition, Consolidation, Tract Survey Notes**

APPENDIX C

**APPENDIX C-1**

**Mifflinburg Borough Planning Commission Review Certification**

Approved by the Mifflinburg Borough Planning Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_ Chairman

Signed: \_\_\_\_\_ Secretary

**Non-Jurisdictional Union County Planning Commission Review Certification**

The Union County Planning Commission, as required by the Pennsylvania Municipalities Planning Code, has received a copy of this plan for review and comment on \_\_\_\_\_, 20\_\_. This does not indicate approval or disapproval of the plan by the Union County Planning Commission and the Commission does not represent nor guarantee that this plan complies with the various ordinances, rules, regulations, or laws of the local municipality, the Commonwealth, or the Federal government.

\_\_\_\_\_  
Planning Director (or Staff Designee)

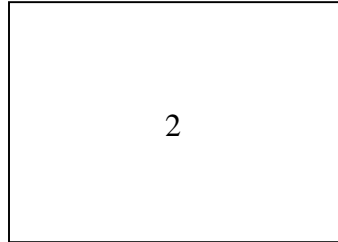
**APPENDIX C-2**

**Certificate of Survey 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 the Mifflinburg Borough Subdivision and Land Development Ordinance and in accordance with the laws of the Commonwealth of Pennsylvania.

\_\_\_\_\_ 20

\_\_\_\_\_ 1



<sup>1</sup> – Signature of the registered Professional Land Surveyor.

<sup>2</sup> – Seal of the registered Professional Land Surveyor.



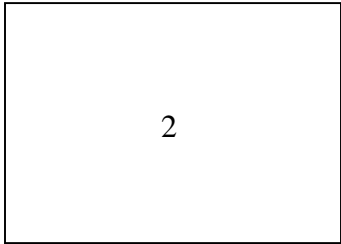
**APPENDIX C-3**

**Professional Engineer Certification**

I hereby certify that, to the best of my knowledge, the engineering details shown and described hereon are true and correct and are designed in conformance with the Mifflinburg Borough Subdivision and Land Development Ordinance and in accordance with the laws of the Commonwealth of Pennsylvania.

\_\_\_\_\_ 20\_\_

\_\_\_\_\_ <sup>1</sup>



<sup>1</sup> – Signature of the registered Professional Engineer.

<sup>2</sup> – Seal of the registered Professional Engineer.

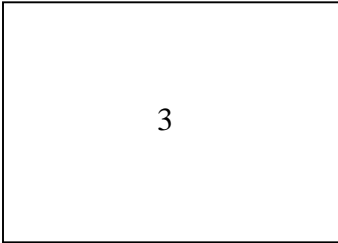
**APPENDIX C-4**

**Other Professional Certifications**

I hereby certify that, to the best of my knowledge, the \_\_\_\_\_<sup>1</sup> details shown and described hereon are true and correct and are in conformance with the Mifflinburg Borough Subdivision Land Development Ordinance and in accordance with the laws of the Commonwealth of Pennsylvania.

\_\_\_\_\_20\_\_

\_\_\_\_\_2



<sup>1</sup> – Insert area of professional competency (i.e. geologic, hydrogeologic, agronomic, landscape)

<sup>2</sup> – Signature of the registered professional or recognized expert.

<sup>3</sup> – Seal of the registered professional.

**APPENDIX C-5**

**Certificate of Ownership and Acknowledgement of Plan  
(Individual)**

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_<sup>1</sup> who being duly sworn according to law, deposes and says they are the owner and/or equitable owner of the property shown on this plan, that they acknowledge the same to be their act and plan, and desire the same to be recorded as such according to law.

\_\_\_\_\_<sup>2</sup>

Witness my hand and seal on this day and date written above.

\_\_\_\_\_<sup>3</sup>

My Commission Expires \_\_\_\_\_, 20\_\_.

<sup>1</sup> – Identify ownership or equitable ownership

<sup>2</sup> – Signature of the owner(s).

<sup>3</sup> – Signature and seal of the Notary Public or Other Officer authorized to acknowledge deeds.

**Certificate Of Ownership and Acknowledgement Of Plan**  
(Co-Partnership)

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_<sup>1</sup> being from the firm of \_\_\_\_\_<sup>2</sup> who being duly sworn according to law, deposes and says that the co-partnership is the owner and/or equitable owner of the property shown on this plan, that the plan thereof was made at its direction, that it acknowledges the same to be its act and plan, and desire the same to be recorded as such according to law.

\_\_\_\_\_ <sup>3</sup>

Witness my hand and seal on this day and date written above.

\_\_\_\_\_ <sup>4</sup>

My Commission Expires \_\_\_\_\_, 20\_\_\_.

<sup>1</sup> – Individual(s) representing the co-partnership

<sup>2</sup> – Name of the co-Partnership

<sup>3</sup> – Signature of the owner(s)

<sup>4</sup> – Signature and seal of the Notary Public or Other Officer authorized to acknowledge deeds.

**Certificate of Ownership and Acknowledgement of Plan**  
(Corporate)

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer,  
personally \_\_\_\_\_<sup>1</sup> being of  
appeared \_\_\_\_\_

\_\_\_\_\_<sup>2</sup> who being duly sworn according to law, deposes  
and says that the corporation is the owner and/or equitable owner of the property shown on this  
plan, that he/she is authorized to execute said plan on behalf of the corporation, that the plan is  
the act and deed of the corporation and was made at its direction, and that the corporation  
further desires the same to be recorded as such according to law on its behalf.

\_\_\_\_\_<sup>3</sup>



Witness my hand and seal on this day and date written above.

\_\_\_\_\_<sup>4</sup>

My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

<sup>1</sup>– Individual’s Title

<sup>2</sup>– Name of Corporation

<sup>3</sup>– Signature of Individual

<sup>4</sup>– Signature and seal of the Notary Public or Other Officer authorized to acknowledge deeds.

<sup>5</sup>– Corporate Seal

**APPENDIX C-6**

**Zoning Variance and Conditional Use Notes**

At a meeting held on \_\_\_\_\_, 20\_\_\_\_, the Mifflinburg Borough Zoning Hearing Board granted a variance to the following requirements of the Mifflinburg Borough Zoning Ordinance: (list variance(s) including citation of ordinance section number).

At a meeting held on \_\_\_\_\_, 20\_\_\_\_, the Mifflinburg Borough Council granted approval of a conditional use permit for the land uses shown on this plan in accordance with the Mifflinburg Borough Zoning Ordinance.

**APPENDIX C-7**

**Improvements Dedication Certification**

We the undersigned, owners of the real property shown and described herein, do certify that we have laid off, platted and subdivided said property and that all proposed streets, easements, and other property identified as proposed public property shown and not heretofore dedicated, are hereby dedicated to the public use.

\_\_\_\_\_ 20\_\_\_\_  
Owner\*

\* For multiple owners there should be signature blocks for each one.

## APPENDIX C-8

### Non-Dedicated Improvements Notation

The following improvements \_\_\_\_\_<sup>1</sup> shown on this set of plans **are not dedicated** for public use. The owner, his successors, executors and assigns shall retain ownership and maintenance responsibilities of non-dedicated improvements.

<sup>1</sup> – List those improvements shown on the Final Plan that **are not dedicated** for public use.



## APPENDIX C-9

### Lot Addition, Consolidation, Tract Survey, Survey Correction Notes

#### Lot Addition Notation

This Final Plan depicts Lot No. \_\_\_\_\_ as a lot addition to the existing land(s) of record of the Grantee as recorded in Deed Book \_\_\_Page\_\_\_. Both parcels are to be considered as one for future subdivision, land transfer, land development and/or building purposes.

A permit for sewage disposal has been neither requested nor granted for this lot. The Grantee, his heirs, successors, and assigns accept the responsibility for obtaining a permit for sewage disposal facilities if, and at the time, same are necessary. Lot(s) \_\_\_and\_\_\_ shown hereon, as of the date of this plot plan notice recording, the property/subdivision is and shall be dedicated for the express purpose of a lot addition.

No portion of this property/subdivision has to be approved by \_\_\_\_\_<sup>1</sup> or the approving agency for the installation of sewage disposal facilities. No sewage permit will be issued for the installation, construction to or use of any sewage collection, conveyance, treatment or disposal system (except repairs to existing systems) unless the municipality and the approving agency have approved sewage facilities planning for the property/subdivision shown hereon in accordance with the Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1 et. seq.) and regulations promulgated thereunder. Prior to signing, executing, implementing or recording any sales contract or subdivision plan, any purchaser or subdivider of any portion of this property should contact appropriate officials of \_\_\_\_\_<sup>1</sup> which is charged with administering the Sewage Facilities Act to determine what sewage facilities planning is required and the procedure and requirements for obtaining appropriate permits or approvals.

#### Lot Consolidation Notation

This Final Plan depicts the consolidation of the entire area of existing lots of record, as formerly recorded in Deed Book \_\_\_Page\_\_\_, into a single lot with the effect of eliminating one or more original lots of record. The land area of said former lots of record is completely contained within the surveyed tract boundary shown hereon and which are to be considered as a single lot for future subdivision, land transfer, land development and/or building purposes.<sup>2</sup>

#### Tract Survey Notation

This Final Plan does not propose any subdivision of property or land development activity and is for the sole purpose of updating the tract survey of existing land(s) of record of the owner as recorded in Deed Book \_\_\_Page\_\_\_.

<sup>1</sup> - Municipality in which the property to be subdivided is located.

<sup>2</sup> - Lot consolidation differs from a Lot Addition in that a consolidation combines the total tract area of two or more lots into a single lot and the consolidation plan would show a new tract boundary survey for the land area that was combined with former common lot lines eliminated.

# APPENDIX D

## Improvements Cost Estimate

APPENDIX D

## MIFFLINBURG ESTATES - PHASE II

### Summary of Cost Opinion

<u>Description</u>	<u>Cost<sup>1</sup></u>
1. General Construction	\$49,500.00
2. Roadway and Sewer Construction	\$35,770.00
3. Water and Sanitary Sewer Construction	\$71,895.00
4. Landscaping Amenities	\$23,400.00
5. Underground Utilities Construction	\$7,640.00
6. Highway Improvements	\$26,840.00
Total Estimated Construction Cost <sup>2</sup> =	<u>\$215,045.00</u>
Estimated Engineering Fees =	\$7,500.00
Estimated Permitting Fees (0.5%) =	\$925.00
Estimated Inspection Fees (0.5%) =	\$925.00
Estimated Legal and Administration Fees (4%) =	\$4,500.00
Contingency =	<u>\$5,000.00</u>
Total Estimated Phase II Project Cost =	<b>\$233,895.00</b>

1 - The Cost Opinion is based upon the Mifflinburg Estates Phase II Final Land Development Plan. 2 - Refer to the attached itemized schedule of prices for the individual project costs.



ITEMIZED SCHEDULE OF EXPENSES for Mifflinburg Estates, Phase II "Roadway and Storm Sewer Construction"					
Item No.	Description	Unit	Quantity	Unit Cost	Total Price
1	Excavation, unclassified	C.Y.	100	\$4.50	\$450.00
2	Topsail stripping and stockpiling	C.Y.	75	\$3.50	\$262.50
3	Bituminous wearing course, ID-2, 1 1/2" depth	S.Y.	0	\$3.00	\$0.00
4	Bituminous wearing course, ID-2, 2 1/2" depth	S.Y.	0	\$4.50	\$0.00
5	Bituminous concrete base course, 4" depth	S.Y.	1,650	\$5.10	\$8,415.00
6	Bituminous concrete base course, 4 1/2" depth	S.Y.	0	\$5.55	\$0.00
7	Subbase, 6" depth	S.Y.	1,650	\$4.00	\$6,600.00
8	Roadway subsurface reinforcement	TN	0	\$18.00	\$0.00
9	4" pavement base drain	L.F.	0	\$6.00	\$0.00
10	Rolled bituminous curbing	L.F.	56	\$2.00	\$112.00
11	Trench excavation, 0'-6' depth	L.F.	0	\$4.00	\$740.00
12	Trench excavation, 6'-8' depth	L.F.	10	\$10.00	\$100.00
13	Trench excavation, 8'-10' depth	L.F.	0	\$14.00	\$0.00
14	Trench excavation, 10'-12' depth	L.F.	0	\$18.00	\$0.00
15	Storm sewer pipe, 15" diameter, HDPE-SB	L.F.	320	\$24.00	\$7,680.00
16	Storm sewer pipe, 18" diameter, HDPE-SB	L.F.	0	\$28.00	\$0.00
17	Storm sewer pipe, 24" diameter, HDPE-SB	L.F.	0	\$38.00	\$0.00
18	Storm sewer pipe, 30" diameter, HDPE-SB	L.F.	0	\$42.00	\$0.00
19	Storm sewer pipe, 42" diameter, HDPE-SB	L.F.	0	\$55.00	\$0.00
20	Storm sewer pipe, 45"x29" diameter, HDPE-SB	L.F.	0	\$75.00	\$0.00
21	Storm sewer pipe, 24"diameter, RCCP	L.F.	0	\$45.00	\$0.00
22	Select backfill No. 57 coarse aggregate	C.Y.	75	\$18.00	\$1,350.00
23	Type "M" inlet	EA.	0	\$900.00	\$0.00
24	Type "M" inlet, special	EA.	0	\$1,500.00	\$0.00
25	Type "C" inlet frame and grate, bicycle safe	EA.	0	\$400.00	\$0.00
26	Reinforce concrete junction box, 2'x2'x2'	EA.	0	\$900.00	\$0.00
27	Reinforce concrete junction box, 3'x3'x3'	EA.	0	\$950.00	\$0.00
28	Concrete flared end sections, 15" diameter	EA.	0	\$400.00	\$0.00
29	Concrete flared end sections, 24" diameter	EA.	5	\$500.00	\$0.00
30	Type "D-W" endwall, 42" diameter	EA.	0	\$2,800.00	\$0.00
31	Aggregate rip-rap, R-4	S.Y.	0	\$10.00	\$0.00
32	Reinforced concrete box culvert, 4'x10', 45 deg.	L.F.	0	\$765.00	\$0.00
33	Line existing culvert, 54" diameter gal. CMP	L.F.	0	\$120.00	\$0.00
34	Street and light fixture	EA.	0	\$1,200.00	\$0.00
35	Street lighting, electrical service	L.F.	0	\$1.10	\$0.00
36	Pavement markings and line painting	L.S.	25	\$15.00	\$375.00
37	Traffic control signs	EA.	0	\$0.00	\$0.00
38	Guide Rail, 6' x 10' rail	L.F.	0	\$0.00	\$0.00
<b>TOTAL COST</b>					<b>\$26,084.50</b>

ABC Corp.  
 101 Main Street  
 Mifflinburg, PA, 17844

ITEMIZED SCHEDULE OF EXPENSES					
for					
Mifflinburg Estates, Phase II					
"Sanitary Sewer and Water Service Construction"					
Item No.	Description	Unit	Quantity	Unit Cost	Total Price
1	Trench excavation, 0'-6- depth	L.F.	125	\$5.00	\$625.00
2	Trench excavation, 6'-8' depth	L.F.	0	\$10.00	\$0.00
3	Trench excavation, 8'-10' depth	L.F.	0	\$14.00	\$0.00
4	Trench excavation, 16'-18' depth	L.F.	50	\$22.00	\$1,100.00
5	Pipe bedding, 1B aggregate	TN.	0	\$10.00	\$0.00
6	Select backfill, No. 57 coarse aggregate	C.Y.	1500	\$18.00	\$27,000.00
7	Native backfill, 0'-6' depth	L.F.	0	\$2.00	\$0.00
8	Sanitary sewer main, 8" diameter PVC. SDR-35	L.F.	250	\$7.25	\$1,812.50
9	Sanitary sewer lateral, 8"diameter, PVC SDR-35	L.F.	250	\$10.00	\$3,500.00
10	Sanitary sewer clean-out, 8" riser	EA.	0	\$800.00	\$0.00
11	Standard manhole 4' diameter, 0' to 6'	EA.	2	\$1,800.00	\$3,600.00
12	Standard manhole 4' diameter, over 6'	V.F.	0	\$100.00	\$0.00
13	Standard manhole adjustment	V.F.	0	\$200.00	\$0.00
14	Standard manhole frame and cover	EA.	2	\$300.00	\$600.00
15	Standard manhole, water tight frame and cover	EA.	0	\$500.00	\$0.00
16	Utility stream crossing	EA.	0	\$15.00	\$0.00
17	Existing M.H. connections	EA.	0	\$500.00	\$0.00
18	Water service main, 8" diameter PVC	L.F.	0	\$20.00	\$0.00
19	Water service main, 8" diameter PVC	L.F.	0	\$10.00	\$0.00
20	Waterman thrust restraint	L.S.	0	\$1,000.00	\$0.00
21	Waterman fittings	L.S.	0	\$1,500.00	\$0.00
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<b>TOTAL COST</b>					<b>\$64,322.00</b>

# APPENDIX E

## Developer's Agreement

APPENDIX E

## DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### BY AND BETWEEN

**BOROUGH OF MIFFLINBURG**, a municipal corporation organized and existing under the municipal laws of the Commonwealth of Pennsylvania, having its principal office situate at 120 North Third Street, Mifflinburg, Union County, Pennsylvania, 17844 (the "Borough")

### AND

\_\_\_\_\_, of \_\_\_\_\_,  
\_\_\_\_\_, Pennsylvania (the "Developer").

**WHEREAS**, Developer is the legal and/or equitable owner of certain tract(s) of real estate located at \_\_\_\_\_, Mifflinburg, Borough of Mifflinburg, County of Union, PA 17844, said property being identified as Tax Parcel Number(s) \_\_\_\_\_ and \_\_\_\_\_ and being more fully described in the Deed recorded in Union County Record Book \_\_\_\_\_, Page \_\_\_\_\_ and identified on land development plans titled "\_\_\_\_\_", (the "Project Site");

**WHEREAS**, Developer desires to develop the Project Site or a portion thereof in accordance with that certain land development plan prepared by \_\_\_\_\_ entitled "\_\_\_\_\_" dated \_\_\_\_\_, 20\_\_\_\_ and revised \_\_\_\_\_, 20\_\_\_\_ (the "Plan");

**WHEREAS**, on \_\_\_\_\_, 20\_\_\_\_ the Borough granted conditional final approval on the Plan, subject to, among other things, Developer's agreement to secure the completion of those public improvements and/or common amenities located on the Project Site and shown on the Plan in accordance with Section 509 of the MPC and the Subdivision and Land Development Ordinance of Mifflinburg Borough, Union County (SALDO) (the "Required Improvements").

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, agree as follows:

**1. The Plan** – The Developer intends to proceed with the development of the Plan in compliance with all applicable Borough ordinances and requirements. To the extent permitted by the Borough's ordinances, the Developer may seek to revise the Plan as a minor revision, without any requirement of formally filing an amended version of the Plan and without being subject to the formal municipal review and approval process for new plans; provided, however, that (i) any such revisions shall expressly comply with the Borough's ordinances and regulations in effect as of the date of Plan approval, which compliance and approval shall be confirmed by the Borough's [alternate] engineer (the "Borough Engineer") in writing within fifteen (15) days of submission of a revised version of the Plan to the Borough's Engineer, (ii) Developer shall provide additional security for the completion of any additional



Required Improvements resulting from any amendment to the Plan, and (iii) Developer shall provide a final version of the Plan at the completion of construction which reflects the as-built condition of the Project Site. If the Borough Engineer determines the proposed revisions require formal submission, the Developer shall comply with the formal submission requirements prior to proceeding with the revisions.

2. **Required Improvements** - Developer has received and provided the Borough with an engineer's estimate of the cost of completion of the Required Improvements (the "Construction Cost Estimate"), which Construction Cost Estimate has been approved by the Borough's Engineer. The Construction Cost Estimate is attached hereto as Exhibit "A" and incorporated herein by reference.

3. **Conditions Precedent to Construction** - Unless the Borough specifically agrees otherwise in writing and Developer complies with all conditions imposed by the Borough with regard to the commencement of construction, the Borough shall not issue any zoning or building permits, and Developer shall not commence construction of the Required Improvements until:

- A. Developer records the Plan according to law;
- B. This Agreement is duly signed, acknowledged, and delivered;
- C. Developer pays all fees required by applicable Borough ordinances and regulations, including payment of reasonable legal and engineering fees as authorized by applicable Borough Resolution in effect prior to or subsequent to the date of this Agreement; and
- D. Developer provides Financial Security (as defined in Section 14 of this Agreement) to the Borough. Developer's obligation to commence and complete construction of the Required Improvements in accordance with the Plan shall be conditioned upon Developer's commencement of construction of those proposed improvements shown on the Plan.

4. **Inspections** - The Borough shall have the right, at any time, to inspect the Project Site, and all such inspections may be made by the Borough through its employees or by consultants retained by the Borough to determine that the construction has been and is being carried out in compliance with the Plan, the specifications of the Borough and other duly constituted authorities, and this Agreement. As Developer completes the construction of portions of the Required Improvements, it may certify to the Borough Engineer that such portions have been completed in accordance with the terms of this Agreement and the Plan, and request, pursuant to Section 509(j) of the MPC and Section 14(D) of this Agreement, the release of portions of the Financial Security. To the extent set forth in applicable Borough ordinances in effect on the date of this Agreement, Developer shall reimburse the Borough for all reasonable costs incurred in the inspection of the Required Improvements at Developer's request pursuant to Section 509(j) of the MPC and Section 14(D) of this Agreement, and as a condition precedent to the reduction of the Financial Security. Developer shall not be required to reimburse the Borough for any inspection which is duplicative of inspections conducted by other governmental agencies or public utilities. The Borough shall provide Developer with an itemized bill showing the work performed in connection with the inspection of the Required Improvements, identifying the person performing the services and the time and date spent for each task (the "Itemized Bill"). In accordance with Section 510(g) of the MPC, Developer shall have the right to dispute any amounts charged in any Itemized Bill. If Developer fails to reimburse the Borough as set forth herein and has not disputed the Itemized Bill in accordance with Section 510(g) of the MPC, the Borough shall have the right to draw upon the Financial Security to reimburse itself for such cost.

5. **Compliance by Contractors** - Developer shall procure and be responsible for compliance by all of its contractors, subcontractors, and suppliers with all applicable Federal, State, County, PennDOT, DEP, and Borough statutes, ordinances, rules, and regulations in connection with any of the work at the Project Site. Compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums, and taxes required by such laws, ordinances, rules, and regulations.

6. **Damage to Existing Streets, Drainage Structures or Other Facilities** - In the event any existing Borough streets, drainage structures or other facilities are disturbed, subjected to excessive wear and tear, damaged or destroyed by Developer during the course of the construction or development of the Project Site, including but not limited to damages resulting from Developer's openings into streets to install underground facilities or resulting from Developer's travel or use by vehicles or construction equipment, Developer agrees, at its cost, to repair or, if necessary, replace such facilities. In addition, Developer shall be responsible for all damage to the sanitary sewer system or public water system which occurs during construction and results from Developer's development of the Project Site and shall immediately repair all such damage.

7. **Protection of Reasonable Access During Construction** - At all times during construction or development of the Project Site, Developer and its contractors and subcontractors as aforesaid, shall conduct their work in such manner as to insure that there is a minimum obstruction to traffic and that the convenience of the general public, the residences and/or the commercial or industrial establishments adjacent to the Project Site are provided for in an adequate manner. No materials shall be stored upon any streets (whether or not such streets have yet been dedicated to or accepted by the Borough) unless such storage is absolutely necessary. Any materials which must be stored upon such streets shall be placed so as to cause as little obstruction to traffic as possible. Fire hydrants on or adjacent to the Project Site shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within fifteen (15) feet of any such hydrant. All storm drainage and storm sewer inlets shall be kept unobstructed at all times. Developer shall maintain such barricades and warning lights or flares as are necessary during the course of construction to protect traffic and the public in general. Any work in a street which is unfinished for any reason whatsoever shall be left in such a condition as to make the Project Site accessible at all points to fire and other emergency apparatus.

8. **Wetlands** - Approval by the Borough of the Plan shall not be construed as compliance with the provisions of federal or state laws or regulations regarding building, dredging or filling in areas which are or may be deemed to be wetlands within the jurisdiction of the U.S. Army Corps of Engineers, the United States Environmental Protection Agency or DEP.

9. **Construction Activities and Open Space** - Except as may be specifically set forth on the Plan, Developer agrees that there shall be no construction, traffic or work on any open space area as identified on the Plan (the "Open Space"). Developer agrees that no dirt will be stockpiled on the Open Space, nor will the Open Space be altered from its original condition. No stumps, roots or debris will be buried in the Open Space. Developer agrees to do any necessary cleanup of the Open Space whether or not such land is proposed to be dedicated to the Borough.

10. **Swales and Detention/Retention Basins** - All swale and detention/retention basin construction required by the Plan to be done by Developer on the Project Site or on the property of any third party shall be done prior to the construction or erection of any buildings or other improvements which will create water runoff intended to be controlled by any such swale or detention/retention basin. The construction of such swales or basins shall be done simultaneously with and in conjunction with the construction of other public or common improvements for the Project Site so that there can be a stabilization process before the erection and construction of any buildings.

11. **Waste Materials and Maintenance of Sanitary Facilities During Construction** - Developer shall collect and properly discard all waste material, such as paper, cartons and the like, and shall prevent the same from being deposited, and then either thrown or blown upon the lands adjacent to the Project Site or upon the Project Site itself. In addition, Developer shall require that all contractors,

subcontractors, and material suppliers shall comply with the provisions of this Section 11. All rubbish and unused materials and tools shall be removed promptly from the Project Site and, as work progresses, the Project Site shall be carefully cleaned and kept clean of any rubbish or refuse. Developer shall maintain the Project Site in a clean condition by removing all debris from the Project Site or otherwise disposing of such debris in an appropriate fashion. If Developer or any of its contractors, subcontractors or material suppliers shall fail to comply with any of these conditions, the Borough shall have the right to enter upon the Project Site and perform such cleaning and disposal with its own employees or with its contractors, and the Borough may draw upon Developer's Financial Security to reimburse itself for such expense. In addition, Developer shall provide and maintain properly secluded sanitary conveniences in accordance with regulations of the Departments of Labor and Industry, Health and DEP for the use of the workers.

**12. Failure of Performance** - If Developer fails in the performance of any of the material provisions contained in this Agreement, the Borough shall give to Developer written notice of such failure. In the event Developer does not commence to correct such failure within ten (10) business days of such notice, and thereafter to diligently continue to correct such failure, the Borough shall have the right to secure materials of the quality and quantity required by this Agreement and the Plan and the necessary numbers of workers, mechanics, and the required equipment in the open market at the then current market prices, from any party or parties, to cure such failure. If the Borough secures workers, mechanics, and equipment in the open market to carry forward such work, the Borough shall have the right to take possession of all materials, tools, appliances, and equipment on the Project Site intended for use in the performance of this Agreement for the purpose of including them in the Required Improvements, and Developer hereby assigns to the Borough all of its right, title and interest in and to such materials, tools, appliances, and equipment for use in the completion of the Required Improvements. Following any inspection in accordance with Section 14(D) of this Agreement, the Borough shall have the right to reject defective materials and workmanship that do not satisfy the applicable requirements of the Borough ordinances, regulations and/or the Plan by sending written notice to the Developer identifying with specificity the section of the ordinance, the regulation, and/or the Plan with which such material or workmanship does not comply. Within ten (10) days of Developer's receipt of such notice, Developer shall (i) object in writing to such notice, or (ii) correct defective workmanship and replace rejected materials, equipment, and other articles. If Developer has not objected to the Borough's notice and otherwise fails to proceed with the replacement of rejected materials, equipment or articles or the correction of any defective workmanship as set forth herein, the Borough may proceed with the work as provided in this Section 12.

**13. Insurance/Indemnification** - During the term of this Agreement, Developer agrees to defend, indemnify and hold harmless the Borough and its officers, agents, and employees from and against all claims, damages, liability, losses, and expenses, including attorneys' fees and costs of investigation, arising out of or resulting from (a) the performance of the work on the Project Site, (b) the rough grading and final grading of the land within the Project Site, and (c) any water or storm drainage runoff from the Project Site resulting from Developer's construction of the Required Improvements (the "Indemnified Matters"). Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the progress of construction or development of the Project Site. Developer shall obtain and maintain, at all times during the course of construction and development, comprehensive general liability insurance with minimum limits of liability with respect to bodily injury of at least \$1,000,000.00 for each person, \$2,000,000.00 for each occurrence, and \$500,000.00 with respect to property damage for each occurrence. The said insurance shall contain a provision prohibiting its cancellation by the carrier without thirty (30) days' prior written notice of such cancellation to the Borough. Prior to the commencement of any construction, Developer shall deliver

to the Borough a certificate issued by an insurance company, reasonably satisfactory to the Borough, indicating that Developer has obtained comprehensive general liability insurance in accordance with the provisions of this Agreement, that the Borough has been named as an additional insured, and that premiums for the said insurance have been paid in advance for the entire period covered by said insurance. At least thirty (30) days prior to the expiration date(s) of the said insurance, Developer shall deliver to the Borough a certificate of insurance indicating that the said policy or policies have been renewed and that the premiums for the renewal period have been paid in advance. During the construction and development period, Developer shall have the right to substitute other insurance policies containing the same provisions as the original policies, provided however, that all such policies shall be in a form and issued by insurance companies reasonably acceptable to the Borough, and the Borough shall at all times be indicated as an additional insured. For purposes hereof and notwithstanding anything to the contrary contained in this Agreement, Developer may self-insure against the above described risks provided Developer maintains a net worth of \$100,000,000. In the event that a third party, his agents, servants, employees, heirs, assigns or grantees should institute any legal action against the Borough, its officers, agents, servants or employees arising out of or resulting from any of the Indemnified Matters, Developer hereby agrees, at Developer's election, to (i) assume the defense of the Borough by selecting and paying for legal representation and experts on behalf of the Borough and paying all court costs or any other expenses incurred in connection with such litigation; or (ii) pay any and all reasonable attorneys' fees, engineering fees, court costs or any other expenses whatsoever incurred by the Borough, its officers, agents, servants or employees in regard thereto. Developer agrees that if suit is brought by the Borough against Developer to enforce this Agreement, Borough shall be entitled to collect from Developer, provided that Borough shall prevail in its suit, all reasonable costs and expenses of suit, including reasonable attorneys' fees.

#### **14. Financial Security**

A. The term "Financial Security" shall have the same meaning as provided by Section 509 of the MPC.

B. Developer shall provide the Borough with Financial Security to secure the completion of the Required Improvements set forth in the Construction Cost Estimate by providing a Letter of Credit equal to one hundred ten percent (110%) of the estimated cost of the Required Improvements as set forth in the Construction Cost Estimate.

C. Developer agrees that the estimated cost of the Required Improvements is \_\_\_\_\_ (\$\_\_\_\_\_) as set forth in the Construction Cost Estimate. Developer shall present to the Borough Financial Security as set forth in Paragraph 14(B) in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) (the "Financial Security Amount"), which sum is one hundred ten (110%) percent of the estimated cost of the Required Improvements, calculated in the manner provided in MPC Section 509. Developer agrees that the Financial Security is to be held and released in accordance with the provisions of this Agreement.

D. As Developer completes the various segments or categories of the Required Improvements, it may certify, in writing, to the Borough that such Required Improvements have been completed in accordance with the terms of this Agreement and the Plan ("Developer Completion Certification"). Within fifteen (15) days of the Borough's receipt of a Developer Completion Certification, the Borough Engineer shall inspect the segments or categories of Required Improvements which Developer certifies have been completed. If the Borough Engineer determines

that the Required Improvements have been completed in accordance with this Agreement and the Plan, the Borough Engineer shall, within ten (10) days following inspection, certify to the Borough that portion of the Financial Security which is appropriate for release ("Engineer's Report"). Prior to substantial completion of the Required Improvements, no amount requested to be released by Developer shall exceed ninety (90%) percent of the value of the Required Improvements alleged to have been completed nor shall such release result in the reduction of the total remaining fund to an amount less than one hundred ten (110%) percent of the estimated cost of the work remaining to be completed. At the next regular meeting of the Borough Supervisors following receipt of the Engineer's Report, but not more than forty-five (45) days from the Borough's receipt of the Developer Completion Certificate, the Board of Supervisors shall either approve or disapprove the request by sending written notification to Developer by certified or registered mail. Any denial by the Board of Supervisors shall state with specificity the grounds for such denial and be accompanied by the Engineer's Report. In the event the Board of Supervisors or Borough Engineer fails to act within forty-five (45) days from the date of the Borough's receipt of the Developer's Completion Certificate, the Borough will be deemed to have approved the release request of the portion of the Financial Security as requested. If, at any time during the work, the Borough Engineer believes that the funds necessary to complete the Required Improvements are in excess of the amount then held as Financial Security, the Borough Engineer shall so notify the Borough and Developer, and Developer shall provide such additional Financial Security as the Engineer determines to be needed to complete the Required Improvements. In lieu of the provision of additional Financial Security, the Borough Engineer may require that any funds then due to be released to pay for completed Required Improvements shall continue to be held as Financial Security so that at all relevant times the Financial Security equals one hundred ten (110%) percent of the estimated cost of the work necessary to complete the Required Improvements.

E. In the event that Developer elects not to proceed with construction in accordance with the Plan, or elects to substantially delay commencement of such construction, Developer shall provide the Borough with written notice of such election, whereupon the Borough shall release the Financial Security and the unused portion of the Escrow Fund (as defined in Section 15 of this Agreement) to Developer within thirty (30) days following the Borough's receipt of such notice from Developer. Thereafter, in the event that Developer elects to proceed with construction in accordance with the Plan, Developer shall re-provide the Financial Security, and the same may be subject to increase in accordance with Section 17(C), and replenish the Escrow Fund in accordance with this Agreement, which shall continue to govern the construction of the Required Improvements, prior to commencement of construction.

**15. Escrow for Reimbursement of Borough Expenses** - Developer shall deposit with the Borough the total sum of Twenty-Five Hundred Dollars (\$2,500), which the Borough shall place in a non-interest bearing Developer's Escrow Account (interest may accrue to the benefit of the Borough) maintained and administered by the Borough (the "Escrow Fund"). The Escrow Fund shall be used to reimburse the Borough for all reasonable engineering fees associated with the review and approval of the Plan and administrative revisions thereto, all engineering and inspection fees associated with the inspections described in Section 14(D) and Section 17(B) of this Agreement, and for reasonable attorneys' fees incurred in connection with the preparation of this Agreement, the review of Financial Security, and any other legal expenses which the Borough may incur in the furtherance of the construction or development of the Project Site and as authorized by applicable Borough Resolution. Provided Developer has not objected to an Itemized Bill within thirty (30) days of Developer's receipt of

the same, Developer hereby irrevocably authorizes the Borough to withdraw from time to time any monies deposited in the Escrow Fund by Developer in order to pay expenses and fees incurred by the Borough as authorized by applicable Borough Resolution and as set forth on such Itemized Bill. When the Escrow Fund has been reduced to the sum of Five Hundred Dollars (\$500.00) or less as a result of withdrawals as herein provided, then at that time, the Borough shall bill Developer an amount sufficient to restore the Escrow Fund to the sum of Two Thousand Five Hundred Dollars (\$2,500.00). In the event the Escrow Fund is insufficient at any time to pay such costs, the Borough shall bill Developer for the actual additional costs. In the event the Escrow Fund is in excess of the Borough's costs, the Borough shall refund such excess monies, without interest, to Developer upon completion of the Required Improvements.

**16. Default by Developer**

A. Installation of Required Improvements. If the Borough determines that Developer has failed to construct or install the Required Improvements in accordance with the Plan and its obligations under this Agreement, the Borough shall notify the Developer in writing of such failure and identify with specificity the nature of the failure. Developer shall have ten (10) business days to commence curing any such alleged failure or to object to the same by providing written notice of objection to the Borough. Provided Developer has not objected to the alleged failure and has not commenced to cure the same within the time specified herein, the Borough may cause any Required Improvements to be installed and completed, or maintenance performed, and enforce against the recovery of the cost of the same by any appropriate legal or equitable remedy. If the proceeds of the Financial Security are insufficient to pay the cost of installing or making repairs or corrections to all of the Required Improvements as set forth herein, the Borough may, at its option, install part of such Required Improvements in all or part of the Project Site and may institute appropriate legal or equitable action to recover the monies necessary to complete the remainder of the Required Improvements. In all cases, Developer shall be responsible for one hundred (100%) percent of the costs of the installation of the Required Improvements plus all related expenses, including such reasonable attorneys' fees as may be incurred by the Borough in enforcing the provisions of this Agreement against Developer.

B. Withholding of Permits by Borough. If the Borough has given the Developer the notification of a default or failure required by Section 16(A) above and if Developer has failed to provide the Borough with written notice of its intent to undertake completion of the Required Improvements or has thereafter failed to diligently undertake the completion of such Required Improvements, the Borough shall, in addition to the remedies in Section 16(A) above, be authorized to withhold all permits and/or certificates of use and occupancy within the Project Site. Developer also expressly agrees that the Borough shall be authorized to withhold permits for any failure by Developer to complete any improvement listed in Exhibit "A" or to install signs (including no parking signs) required by the Borough. The Borough may also refuse to issue any permit or grant any approval for the reasons set forth in the MPC.

**17. Date of Completion**

A. Developer shall complete all of the Required Improvements on or before \_\_\_\_\_ . In the event that the Required Improvements are not completed by such date, or in the event that Developer is otherwise in default of this Agreement, then any undrawn funds remaining under the Financial Security shall, upon draw by Borough, be paid to Borough. Upon such payment, such funds shall be used and applied by Borough for the purposes of paying the cost of completing the Required Improvements and for such other costs as are described herein. In

completing said Required Improvements, Borough may, at its option, have such Required Improvements completed by Developer or by independent contractors or by Borough employees or by any combination of the foregoing, as Borough may elect. As set forth in Section 508(4)(ii) of the MPC, no change or amendment in the Borough ordinances, regulations or plans shall be applied to affect adversely the right of Developer to commence and to complete any aspect of the construction set forth in the Plan within five (5) years following final approval.

B. Developer shall notify the Borough in writing by certified or registered mail, with a copy to the Borough Engineer, upon Developer's completion of all the Required Improvements. Within ten (10) days of the Borough's receipt of such notice, the Borough shall direct and authorize the Borough Engineer to inspect all the Required Improvements. The Borough Engineer shall issue a report within thirty (30) days from the date of the Borough authorization and such report shall indicate approval or rejection of the Required Improvements and whether the Borough should issue a certificate of final completion ("Certificate of Final Completion"). Any recommendation by the Borough Engineer not to issue a Certificate of Final Completion shall contain a statement of reasons for such rejection. Within fifteen (15) days of the Borough's receipt of the Engineer's Report the Borough shall either (i) issue a Certificate of Final Completion for the Required Improvements or (ii) reject in writing Developer's request for a Certificate of Final Completion and send a copy of the Engineer's Report. The Certificate of Final Completion shall be signed by Developer, the Borough Engineer, and the Borough Secretary. Within thirty (30) days of execution of the Certificate of Final Completion by all parties, the Borough shall formally accept any Required Improvements offered for dedication by Developer that have been previously acknowledged by the Borough that they will be accepted for dedication upon certification of final completion. Also, within 30 days of execution of the Certificate of Final Completion by all parties, the Borough will release the balance of any and all Financial Security and any unused escrow money.

C. In the event that Developer requires more than twenty-four (24) months to complete the Required Improvements, the Borough may adjust the amount of Financial Security by comparing the actual cost of the Required Improvements which may have been completed and the estimated cost for the completion of the remaining Required Improvements as of the expiration of the ninetieth (90th) day after the date scheduled for completion of the Required Improvements. Developer shall provide additional Financial Security, if necessary, in order that the posted Financial Security shall equal one hundred ten (110%) percent of the cost of completing the Required Improvements as reestablished at that time. This Agreement and all obligations hereunder, with the exception of the Borough's obligation to accept an offer of dedication of Required Improvements as aforesaid, shall terminate upon the execution of the Certificate of Final Completion by all parties hereto.

**18. Fees and Costs**- Developer shall pay to the Borough the following to the extent authorized under applicable Borough Resolution in effect prior to or subsequent to the date of this Agreement:

A. All reasonable inspection and engineering fees authorized in Section 15 above.

B. All reasonable attorneys' fees and costs incurred by the Borough for the negotiation and preparation of this Agreement, the review of Financial Security, the acceptance of public improvements, if any, the review of the Plan or any other reasonable legal expenses which the Borough may incur in the furtherance of the construction or development of the Required Improvements. If Developer fails or refuses to pay such fees and costs after receipt of an invoice therefor and Developer has not objected to the same, the Borough may first draw upon Developer's escrow and second the Developer's Financial Security to reimburse itself for such fees and costs.

**19. Notices** - All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail return receipt requested, postage prepaid, addressed as follows.

If to the Developer, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
Mifflinburg, PA 17844

If to the Borough, addressed to:

Mifflinburg Borough 120  
North Third Street  
Mifflinburg, PA 17844

With a copy to:  
McNerney, Page, Vanderlin & Hall  
433 Market Street  
Williamsport, PA 17701

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other, in writing, in accordance with the provisions of this Agreement.

**20. Covenants Running with the Land** - The provisions of this Agreement shall be binding on and inure to the benefit of the legal representatives, assigns, grantees, lessees, and successors of the parties hereto and shall be deemed to constitute covenants running with the land.

**21. Modification or Waiver of Terms** – The failure of the Borough to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

**22. Non-assignable by Developer** – Developer shall not transfer or assign this Agreement without the prior written consent of the Borough.

**23. Entire Agreement, Merger and Integration** – The parties do hereby covenant and warrant that this Agreement contains all of the representations, promises and agreements made by either of them to the other for the purposes set forth in the Preamble hereinabove and that this Agreement can only be modified by written agreement executed by both parties.



ATTEST:

**BOROUGH:**

MIFFLINBURG BOROUGH:

\_\_\_\_\_, Borough Secretary

\_\_\_\_\_, President

Witness:

**DEVELOPER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Name]

Witness:

\_\_\_\_\_

[Name]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# APPENDIX F

## Private Right-of-Way Agreement

APPENDIX F

## PRIVATE RIGHT OF WAY AGREEMENT

The following contains a checklist of provisions that shall be incorporated into a private right-of-way agreement.

- 1. Type of Instrument – Deed of Easement or Agreement for Easement.
- 2. Date
- 3. Parties – All property owners affected.
  - Joining spouses, if any – heirs
  - Corporations – designate and state of incorporation
  - Partnership – the partners and partner designation
- 4. Consideration – Amount paid for easement if any.
- 5. Grant
  - Personal to parties involved
  - Binding on heirs and assigns
  - Covenant running with the land
- 6. Description
  - Political subdivision where located
  - Metes and bounds
  - Courses and distances
  - Monuments, adjoiningers
  - Recorded map or plan
  - Surveys
  - Quantity
- 7. Recitals – Origin of the parties’ title entering agreement or deed of easement.
- 8. Subject Matters
  - Purpose of right-of-way (access and utilities)
  - Width (berm, cuts, slopes, culverts)
  - Drainage
  - Maintenance, repair
  - Cleaning
  - Limitations on use
  - Liability of parties or land for subject matters agreed upon-Damages

# APPENDIX G

## Stormwater Tables, Calculations, Curve Numbers, IDF Charts, etc.

### **Appendix G-1 Runoff Curve Numbers**

Source: NRCS (SCS) TR-55

### **Appendix G-2 Runoff Coefficients for the Rational Method**

Source: Rawls, W.J., S.L. Long, and R.H. McCuen, 1981. Comparison of Urban Flood Frequency Procedures. Preliminary Draft Report prepared for the Soil Conservation Service, Beltsville, Maryland.

### **Appendix G-3: Design Storm Rainfall Amount (Inches)**

Source: NRCS (SCS) TR-55

### **Appendix G-4: NRCS (SCS) Type II Rainfall Distribution**

# APPENDIX H

## Stormwater Performance Standards Maps

APPENDIX H



# APPENDIX I

## Stormwater Facilities Maintenance Agreement

APPENDIX I

**STORMWATER MANAGEMENT AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **BOROUGH OF MIFFLINBURG**, a municipal corporation organized and existing under the municipal laws of the Commonwealth of Pennsylvania, having its principal office situate at 120 North Third Street, Mifflinburg, Union County, Pennsylvania, 17844 (the “Borough”)

AND

\_\_\_\_\_ a \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_, Mifflinburg, Pennsylvania, the legal and/or equitable owner of the property (collectively referred to as “Landowner”).

WITNESSETH

**WHEREAS**, Landowner is the legal and/or equitable owner of a certain tract(s) of real estate located at \_\_\_\_\_, Mifflinburg, Borough of Mifflinburg, County of Union, PA 17844, said property being identified as Tax Parcel Number(s) \_\_\_\_\_ and \_\_\_\_\_ and being more fully described in the Deed recorded in Union County Record Book \_\_\_\_\_, Page \_\_\_\_\_ and identified on land development plans titled “\_\_\_\_\_”, (the “Property”);

**WHEREAS**, Landowner desires to develop the Property or a portion thereof in accordance with that certain land development plan prepared by \_\_\_\_\_, entitled “\_\_\_\_\_” dated \_\_\_\_\_, 20\_\_ and revised \_\_\_\_\_, 20\_\_\_, (the “Plan”);

**WHEREAS**, on \_\_\_\_\_, 20\_\_\_ the Borough granted conditional final approval on the Plan which provides for management of stormwater within the confines of the Property through the use of stormwater best management practices (“BMPs”);

**WHEREAS**, in connection with the Plan, Landowner’s engineer has prepared, and the Borough has reviewed and the Borough’s [alternate] engineer has accepted as being in accordance with the requested BMPs, that certain Post Construction Stormwater Management Report for Landowner dated \_\_\_\_\_, 20\_\_ with a revision date of \_\_\_\_\_, 20\_\_ (the “Stormwater Report” Exhibit 1);

**WHEREAS**, the Borough, and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the Borough and the protection and maintenance of water quality require that on-site BMPs be constructed and maintained on the Property; and

**WHEREAS**, the Borough requires, through the implementation of the Plan, that BMPs as required by the Borough Subdivision and Land Development Ordinance be constructed and adequately operated and maintained by the Landowner, its successors and assigns.

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:



1. The above recitals are incorporated herein by reference as though they have been set forth in full.

2. The Landowner shall construct the BMPs substantially in accordance with the plans and specifications identified in the Plan.

3. The Landowner shall operate and maintain the BMPs as shown on the Plan in accordance with the Stormwater Report Exhibit 1 and the general and specific maintenance requirements set forth on Appendix I-1.

4. The Landowner hereby grants permission to the Borough, its authorized agents, and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the BMPs whenever it deems necessary to ensure their properly functioning; provided that such access shall not unreasonably interfere with the Landowner's construction of the required improvements or the business or operations of the Landowner on the Property. When practical, the Borough will notify the Landowner prior to entering the Property.

5. In the event the Landowner fails to operate and maintain the BMPs as shown on the Plan in accordance with Paragraph 2 above, the Borough or its representatives may enter upon the Property and take whatever action is deemed reasonably necessary to maintain said BMPs, in each instance upon at least thirty (30) days' prior notice to the Landowner (except in the case of an emergency). It is expressly understood and agreed that the Borough is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Borough.

6. In the event the Borough, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Borough for all actual and reasonable expenses (direct and indirect) incurred by the Borough within thirty (30) days of receipt of invoice and supporting documentation from the Borough.

7. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

8. The Landowner, its assigns and other successors in interests, shall release the Borough's employees and designated representatives from all damages, accidents, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs by the Landowner or Borough, except to the extent caused by the negligence or willful misconduct of such employees or representatives. In the event that a claim is asserted against the Borough, its designated representatives, or employees, the Borough shall promptly notify the Landowner and the Landowner shall, at its expense, defend any suit based on the claim (through legal counsel chosen by Borough). If any judgment or claim against the Borough's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.

9. This Agreement shall be recorded at the Office of the Recorder of Deeds of Union County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, its assigns and any other successors in interests, in perpetuity.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of date first above written.

WITNESS:

LANDOWNER:

LEGAL & EQUITABLE OWNER:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF UNION

On this, the \_\_\_\_day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_ and \_\_\_\_\_, Members of \_\_\_\_\_ and that they as such Members, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_, as Members.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

ATTEST:

**BOROUGH:**

MIFFLINBURG BOROUGH:

\_\_\_\_\_  
\_\_\_\_\_, Borough Secretary

\_\_\_\_\_  
\_\_\_\_\_, President

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF UNION

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, known to me \_\_\_\_\_, Borough Secretary and \_\_\_\_\_, Borough President, whose names are subscribed to the within instrument, executed the same, and that said persons, \_\_\_\_\_ and \_\_\_\_\_, acknowledged that they executed the same for the purposes therein contained by signing the name of Mifflinburg Borough by themselves as Borough Secretary and President.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

## Appendix I-1

### OWNERSHIP, OPERATIONS AND MAINTENANCE PROCEDURES

The owner will be responsible to implement the long-term maintenance procedures to ensure that the storm water collection, conveyance, detention, and infiltration facilities will function properly and maximize the effective life of the facility. The following maintenance procedures shall be employed.

- A. The owner is responsible to enact a regular maintenance plan to inspect all facilities on a regular basis, and after any significant runoff producing event of over 1/4 inch.
- B. The stormwater basin shall not receive runoff until the entire contributory drainage to the basin has received final stabilization.
- C. The stormwater basin shall be kept free of debris and sediment. Removed sediment shall be stored on-site in a manner that is consistent with erosion and pollution control as required by DEP Chapter 102. After sediment is removed, the area must be scarified and re-vegetated.
- D. The stormwater basin outlet structure and inlets should be inspected and cleaned at least two times per year and after runoff events.
- E. The storm sewers shall be periodically cleaned of debris and sediment to ensure the maximum life and design performance.
- F. Embankments, slopes, and the overall site shall be inspected after all rainfall- producing events for damaged, weakened, eroded, boiling water, seeps, or slope failures. The Engineer and the Township shall immediately be notified and repairs made according to the approved recommendations.
- G. Inspect all SWM facilities and basins after runoff events.
- H. Burrowing rodents should be controlled by trapping and removing as necessary. Any damage caused must be immediately repaired.
- I. The underlying rock is dolomite limestone. This type of limestone rock is solution prone; however, the risk of sinkhole formation is low. In the event that a sink hole starts to form, direct runoff away from the area and fill the depression with on-site soils containing fine grained clay.
- J. Any stormwater basin may develop surface depressions due to the erosion of the underlying subsoil and geologic formations. If depressions or sink holes form, the area shall be immediately closed from pedestrian and all other traffic, and fenced off for protection. A qualified engineer shall be consulted to oversee the excavation of the area down to the source of the depression (underground flow channel). The engineer shall inspect and direct the excavation and make recommendations for the repair of the depression or sink hole. The facility shall then be restored per the original plan.