

# APPENDICES

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## **CERTIFICATION OF PLAN ACCURACY**

I hereby certify that, to the best of my knowledge, the plan shown and described hereon is true and correct to the accuracy required by the Pequea Township Subdivision and Land Development Ordinance.

\_\_\_\_\_, 20\_\_\*

- \* Signature and seal of a professional registered in the Commonwealth of Pennsylvania qualified to perform such duties and responsible for the preparation of the plan.

## **CERTIFICATION OF SURVEY ACCURACY**

I hereby certify that, to the best of my knowledge, the survey shown and described hereon is true and correct to the accuracy required by the Pequea Township Subdivision and Land Development Ordinance.

\_\_\_\_\_, 20\_\_\*

- \* Signature and seal of a professional registered in the Commonwealth of Pennsylvania qualified to perform such duties and responsible for the preparation of the plan.

**CERTIFICATE OF OWNERSHIP, ACKNOWLEDGEMENT OF PLAN,  
AND OFFER OF DEDICATION**

**(INDIVIDUAL)**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LANCASTER**

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who being duly sworn according to law, deposes and says that he is the \* \_\_\_\_\_ of the property shown on this plan, that the plan thereof was made at his direction, that he acknowledges the same to be his act and plan, that he desires the same to be recorded, and that all streets and other property identified as proposed public property (excepting those areas labeled "NOT FOR DEDICATION") are hereby dedicated to the public use.

\_\_\_\_\_ \*\*

\_\_\_\_\_ \*\*\*

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

- \* Identify Ownership or Equitable Ownership
- \*\* Signature of the Individual
- \*\*\* Signature and Seal of Notary Public or Other Authorized to Acknowledge Deeds.

**CERTIFICATE OF OWNERSHIP, ACKNOWLEDGEMENT OF PLAN,  
AND OFFER OF DEDICATION  
  
(CO-PARTNERSHIP)**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LANCASTER**

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, being the members of the firm of \_\_\_\_\_ who being duly sworn according to law, deposes and says that the copartnership is the \* \_\_\_\_\_ of the property shown on this plan, that the plan thereof was made at its direction, that it acknowledges the same to be its act and plan and desires the same to be recorded, and that all streets and other property identified as proposed public property (excepting those areas labeled "NOT FOR DEDICATION") are hereby dedicated to the public use.

\_\_\_\_\_  
\*\*

\_\_\_\_\_  
\*\*\*

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

- \* Identify Ownership or Equitable Ownership
- \*\* Signature of the Individual
- \*\*\* Signature and Seal of Notary Public or Other Officer Authorized to Acknowledge Deeds.

**CERTIFICATE OF OWNERSHIP, ACKNOWLEDGEMENT OF PLAN,  
AND OFFER OF DEDICATION**

**(CORPORATE)**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LANCASTER**

On this, the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned officer, personally appeared \_  
\_\_\_\_\_, being \* \_\_\_\_\_ of \*\* \_\_\_\_\_ who being duly  
sworn according to law, deposes and says that the corporation is the \*\*\* \_\_\_\_\_ of the property  
shown on this plan, that he is authorized to execute said plan on behalf of the corporation, that the plan is the  
act and deed of the corporation, that the corporation desires the same to be recorded and on behalf of the  
corporation further acknowledges, that all streets and other property identified as proposed public property  
(excepting those areas labeled "NOT FOR DEDICATION") are hereby dedicated to the public use.

\_\_\_\_\_ \*\*\*\*

\_\_\_\_\_ \*\*\*\*\*

\_\_\_\_\_ \*\*\*\*\*

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

- \* Individual's Title
- \*\* Name of Corporation
- \*\*\* Identify Ownership or Equitable Ownership
- \*\*\*\* Signature of Individual
- \*\*\*\*\* Corporate Seal
- \*\*\*\*\* Signature and Seal of Notary Public or Other Officer Authorized to Acknowledge Deeds

**PEQUEA TOWNSHIP BOARD OF SUPERVISORS  
PRELIMINARY PLAN APPROVAL CERTIFICATE**

At a meeting on \_\_\_\_\_, 20\_\_\_\_, the Pequea Township Board of Supervisors granted PRELIMINARY PLAN APPROVAL of this project, including the complete set of plans marked sheet(s) through \_\_\_\_\_ which form a part of the application dated \_\_\_\_\_, last revised \_\_\_\_\_, and bearing Pequea Township File No. \_\_\_\_\_. This plan may not be recorded in the office of the Lancaster County Recorder of Deeds, nor may any construction be initiated.

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\* Signature of the Chairman or Vice Chairman or their designee.

**PEQUEA TOWNSHIP BOARD OF SUPERVISORS  
IMPROVEMENT CONSTRUCTION PLAN APPROVAL  
CERTIFICATE**

At a meeting on \_\_\_\_\_, 20\_\_\_\_, the Pequea Township Board of Supervisors granted IMPROVEMENT CONSTRUCTION PLAN APPROVAL of this plan, bearing Pequea Township File No. \_\_\_\_\_. When combined with the necessary Township and/or Commonwealth approvals and permits, this approval grants the authority to install the improvements required by the Pequea Township Subdivision and Land Development Ordinance. This plan may not be recorded in the office of the Lancaster County Recorder of Deeds.

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\* Signature of the Chairman or Vice Chairman or their designee.

**PEQUEA TOWNSHIP BOARD OF SUPERVISORS  
FINAL PLAN APPROVAL CERTIFICATE**

At a meeting held on \_\_\_\_\_, 20\_\_\_\_, the Pequea Township Board of Supervisors approved this project including the complete set of plans and information which are filed with the Supervisors in File No. \_\_\_\_\_, based upon its conformity with the standards of the Pequea Township Subdivision and Land Development Ordinance.

\_\_\_\_\_  
\* Signature of the Chairman or Vice Chairman or their designee.

**PEQUEA TOWNSHIP BOARD OF SUPERVISORS  
APPROVAL CERTIFICATE FOR A LOT ADD-ON PLAN**

This lot add-on plan, bearing Pequea Township File No. \_\_\_\_, approved by the Pequea Township Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
\* Signature of the Chairman or Vice Chairman or their designee.

**PEQUEA TOWNSHIP ENGINEER  
REVIEW CERTIFICATE**

Reviewed by the Pequea Township Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\* \_\_\_\_\_

\* Signature of the Pequea Township Engineer.

**PEQUEA TOWNSHIP PLANNING COMMISSION  
REVIEW CERTIFICATE**

At a meeting held on \_\_\_\_\_, 20\_\_\_\_, the Pequea Township Planning Commission reviewed this plan and a copy of the review comments is on file in the Township office.

\* \_\_\_\_\_

\* Signatures of the Chairman or Vice Chairman or their designee.

**LANCASTER COUNTY PLANNING COMMISSION  
REVIEW CERTIFICATE**

The Lancaster County Planning Commission, as required by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended, reviewed this plan on \_\_\_\_\_, 20\_\_\_\_, and a copy of the review is on file at the office of the Planning Commission in LCPC File No. \_\_\_\_\_. This certificate does not indicate approval or disapproval of the plan by the Lancaster 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.

\* \_\_\_\_\_

\* Signatures of the Chairman or Vice Chairman or their designee.

**RECORDER OF DEEDS CERTIFICATE**

Recorded in the office for Recording of Deeds, in and for Lancaster County, Pennsylvania, in Subdivision Plan Book \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_. Witness by hand and seal of office this \_\_\_\_\_ day of AD 20\_\_\_\_\_.

\_\_\_\_\_  
Recorder of Deeds



**APPLICATION FOR CONSIDERATION FOR A SUBDIVISION  
AND/OR LAND DEVELOPMENT PLAN**

**PT FILE NO.** \_\_\_\_\_

**DATE OF RECEIPT/FILING  
(FOR TOWNSHIP USE ONLY)** \_\_\_\_\_

The undersigned hereby applies for approval under the Pequea Township Subdivision and Land Development Ordinance of 2016 for the (Subdivision) (Land Development) Plan submitted herewith and described below:

1. Plan Name \_\_\_\_\_ Plan No. \_\_\_\_\_ Plan Date \_\_\_\_\_

2. Project Location \_\_\_\_\_

3. Name of Applicant (if other than owner) \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

4. Name of Property Owner(s) \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

5. Land Use and Number of Lots and/or Units (indicate answer by number):

\_\_\_ Single-Family (Detached)                      \_\_\_ Commercial

\_\_\_ Multi-Family (Attached-Sale)                      \_\_\_ Industrial

\_\_\_ Multi-Family (Attached-Rent)                      \_\_\_ Institutional

6. Total Acreage \_\_\_\_\_

7. Application Classification: (Check One)

\_\_\_ Preliminary Plan    \_\_\_ Final Plan

\_\_\_ Lot Add-On Plan for processing  
In accordance with Section 308  
of the Ordinance.    \_\_\_ Revised Subdivision and/or Land  
Development Plan for processing  
In accordance with Section 308 of  
the Ordinance.

\_\_\_ Minor Plan    \_\_\_ Improvement Construction Plan

8. Firm That Prepared Plan \_\_\_\_\_  
 Address \_\_\_\_\_ Phone No. \_\_\_\_\_  
 Person Responsible for Plan \_\_\_\_\_
9. Have all zoning approvals been obtained? \_\_\_Y \_\_\_N Please specify approvals: \_\_\_\_\_  
 \_\_\_\_\_
10. Type of water supply proposed: \_\_\_Public \_\_\_Community \_\_\_Individual
11. Type of sanitary sewer disposal proposed: \_\_\_Public \_\_\_Live \_\_\_Community  
 \_\_\_Capped \_\_\_Individual
12. Lineal feet of new street \_\_\_\_\_  
 Identify all street(s) not proposed for dedication: \_\_\_\_\_
13. Acreage proposed for park or other public use: \_\_\_\_\_

I am aware that I cannot commence development of the property and cannot commence excavation, earthmoving, grading, or construction until a plan has been recorded in the office of the Recorder of Deeds or until an Improvement Construction Plan has been approved by the Board of Supervisors of the Township of Pequea. By signing this application, I certify that all facts in the application and all accompanying documentation are true and correct. This application is being made by me to induce official action on the part of Pequea Township, and I understand that any false statements made herein are being made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

**In accordance with the provisions of this Ordinance, the undersigned is hereby aware of the requirement to reimburse Pequea Township for the engineering review and inspection, recording, and reasonable attorney fees incurred by Pequea Township resulting from this application.**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Landowner or Applicant

**PEQUEA TOWNSHIP**

**SUBDIVISION AND LAND DEVELOPMENT ORDINANCE**

**FEE SCHEDULE**

**(RESOLUTION xxxx –xx)**

<b>RATE SCHEDULE</b>			
<b>Plan Type</b>	<b>Administrative Fee</b>	<b>Escrow Account</b>	
Sketch	\$ 50	N/A	
Lot Add on	\$ 100	\$ 500	
Revised Plan	\$ 100	\$ 500	
Separation Plan	\$ 100	\$ 500	
Minor Subdivision	\$ 250	\$ 1000	
Preliminary Plan	\$ 400	\$ 2000	
Final Plan	\$ 400	\$ 1000	
Modifications	\$50	\$50	
<b>FEE CALCULATION</b>			
<b>Plan Type</b>	<b>Administrative Fee</b>	<b>Deposit Account</b>	<b>Total</b>

NOTES:

1. No fee for modification requests submitted with the original submission package.
2. The administrative fee is non-refundable.
3. The deposit account is for engineering and solicitor costs outlined by Section 801 of this Ordinance. The applicant will be sent monthly invoices for costs accrued. The escrow shall be refunded to the applicant upon project completion and payment of all outstanding invoices.
4. Fees for improvement construction plans shall be the same as those for preliminary or final plans.
5. Fees subject to change by resolution of the Pequea Township Board of Supervisors.

# APPLICATION FOR CONSIDERATION OF A MODIFICATION

**PT FILE NO.** \_\_\_\_\_  
**DATE OF RECEIPT/FILING** \_\_\_\_\_  
**(FOR TOWNSHIP USE ONLY)** \_\_\_\_\_

The undersigned hereby applies for approval of modification, submitted herewith and described below:

1. Name of Project \_\_\_\_\_
2. Project Location \_\_\_\_\_
3. Name(s) of Applicant (if other than owner) \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_
4. Name of Property Owner(s) \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_
5. Specify section(s) of the Pequea Township Subdivision and Land Development Ordinance for which modification is requested  
\_\_\_\_\_  
\_\_\_\_\_
6. The proposed alternative to the requirement \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Justification for the waiver: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Identification of plans, reports or supplementary data which is part of the application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between the Township of Pequea, Lancaster County, Pennsylvania, hereinafter called the "Township"; and \_\_\_\_\_, hereinafter called "Developer".

**RECITALS**

WHEREAS, Developer has submitted to the Township a plan and application for a land development located \_\_\_\_\_, in the Township of Pequea, Lancaster County, Pennsylvania, known and designated as \_\_\_\_\_; and

WHEREAS, the Township has required and Developer has agreed that, as a condition precedent to final approval of the Developer's Land Development Plan, all improvements shall be completed by the Developer and approved by the Township, or in lieu of the completion of the improvements required, the Developer shall provide financial security as required by Sections 509 and 510 of the Pennsylvania Municipalities Planning Code ("MPC"), Act 247 of 1968, as amended, to secure completion of such improvements, a listing of which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Township and Developer desire to set forth their understanding concerning the Developer's agreement and responsibility to pay the costs involved in processing and approving Developer's Land Development Plan, and in inspecting the improvements installed by Developer in accordance with such Land Development Plan and as set forth on Exhibit "A".

NOW, THEREFORE, intending to be legally hereby, the Township and Developer agree as follows:

1. The Developer, at his own cost and expense, shall proceed to perform and complete all improvements required by the Developer's Land Development Plan, subject to the review and approval of the plans and specifications by the Township Engineer.

2. In lieu of the completion of the improvements required as a condition for the final approval of the Developer's Land Development Plan, the Developer shall deposit with the Township financial security (consistent with Section 509 of the MPC) in an amount sufficient to cover the cost of any improvements and common amenities including, but not limited to, storm water management facilities. Such financial security shall provide for, and secure to the public, the completion of the improvements within the time established by the Township in any separate agreement with the Developer, but in no event later than \_\_\_\_\_. The amount of financial security shall be equal to one hundred ten (110%) percent of the cost of the required improvements for which financial security is to be posted. The cost of the improvements shall be established in accordance with the procedure set forth in Section 509 of the MPC, i.e. submission by Developer to the Township of an estimate of the cost of the construction of the improvements, certified as fair and reasonable by Developer's engineer and approved by the Township Engineer.

3. The Township Engineer and Developer shall agree upon a notification procedure and a schedule of field inspection to be made during construction and upon completion of all improvements and will provide a copy of same to the Township. The schedule of inspections shall, at a minimum, require the following separate inspections:

- a. Upon completion of erosion and sedimentation controls.
- b. Upon completion of road subgrade and prior to placement of stone base course.
- c. Upon completion of road stone base course and prior to placement of bituminous binder course.
- d. After completion of bituminous binder course, curb, surface utility features (inlets, manholes, water valves, etc.) and prior to placement of final bituminous wearing course.
- e. After placement of final bituminous wearing course.
- f. Upon completion of footings and other substructure features for culverts and/or bridges.
- g. Weekly inspections during installation of storm water management facilities.
- h. Upon receipt of any request by Developer for reduction of the amount of financial security.
- i. Upon completion of required improvements.
- j. Upon receipt of any request by Developer for the Township to accept dedication of any improvements.
- k. Prior to expiration of the 18-month maintenance period for any improvement which the Township has accepted.
- l. If any improvement has been rejected or any deficiency noted by the Township Engineer during any of the above-described inspections, upon notification that the deficiency has been corrected.

4. Upon completion of the improvements, the Developer shall give notice to the Township Engineer, in writing, to inspect the improvements. The Township Engineer shall inspect the improvements within ten (10) days and shall approve the same if they are completed in accordance with the Land Development Plan and acceptable engineering practices. If the Township Engineer disapproves, the Engineer shall notify the Developer promptly. Copies of all correspondences will be provided to the Township.

5. Developer agrees to reimburse the Township for engineering services necessitated by the review and approval of the Developer's plan and necessitated by the review and inspection of all required improvements at the following rates: Township Engineer \_\_\_\_\_ per hour and associated itemized expenses where applicable. If the Township's fee schedule provides for different plan review and inspection fees, then Developer agrees to pay the Township's fee in effect at the time the services by the Developer within ten (10) days after date of invoice and prior to final approval of Developer's Land Development Plan or prior to the release of financial security if the fees are incurred after the final approval of the plan.

6. Developer agrees to reimburse the Township for its Solicitor's services necessitated by the review and approval of the Developer's plan and necessitated by the review and approval of the Developer's plan and necessitated by the review, preparation and/or approval of all required financial security and other documentation. It is agreed that reimbursement for the Solicitor's service shall be payable within ten (10) days after date of invoice and prior to final approval of Developer's Land Development Plan or prior to the release of financial security if the fees are incurred after the final approval of the plan.

7. Developers agrees to comply with the provisions of all documents submitted to the Township and all agreements entered into with the Township, including but not limited to any Storm Water Management Agreement and Declaration of Easement and any developer's letter-agreement or land development agreement which may be submitted to the Township prior to or subsequent to the execution of this Memorandum of Understanding. In the event of a conflict between the provisions of this Memorandum of Understanding and the provisions of the Storm Water Management Agreement and Declaration of Easement, Developer's Letter-Agreement or Land Development Agreement, or other agreement entered into by Developer and the Township, the provisions of such other agreement shall control.

8. Developer, for himself and his legal representatives, heirs, successors and assigns, agrees to save harmless and indemnify the Commission and the Township, including the Township's elected or appointed officers and officials, agents and servants, from any costs, damages, claims and expenses, including legal fees and costs of investigation and defense of any claims made.

9. Unless the contrary clearly appears from the context, for the purposes of this Memorandum of Understanding the singular number includes the plural number and vice versa; and each gender includes the other genders.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TOWNSHIP OF PEQUEA  
Lancaster County, Pennsylvania

Attest: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) Chairman  
Board of Supervisors

[TOWNSHIP SEAL]

Witness:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Developer