

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 Felton Borough 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 Felton Borough 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 YORK

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**

(COPARTNERSHIP)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF YORK

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 YORK

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

**FELTON BOROUGH COUNCIL
PRELIMINARY PLAN APPROVAL CERTIFICATE**

At a meeting on _____, 20____, the Felton Borough Council granted
PRELIMINARY PLAN APPROVAL of this project, including the complete set of plans marked sheet(s)
_____ through _____ which form a part of the application dated _____, last revised
_____, and bearing Felton Borough File No. _____. This plan may not be recorded in the office of the
York County Recorder of Deeds, nor may any construction be initiated.

* _____

* Signature of the President or Vice President or their designee.

**FELTON BOROUGH COUNCIL
FINAL PLAN APPROVAL CERTIFICATE**

At a meeting held on _____, 20____, the Felton Borough Council approved this project including
the complete set of plans and information which are filed with the Borough Council in File No. _____,
based upon its conformity with the standards of the Felton Borough Subdivision and Land Development
Ordinance.

* _____

* Signature of the President or Vice President or their designee.

**FELTON BOROUGH COUNCIL
APPROVAL CERTIFICATE FOR A LOT ADD-ON PLAN**

This lot add-on plan, bearing Felton Borough File No. ____, approved by the Felton Borough Council this ____ day of ____, 20 ____.

* _____

* Signature of the President or Vice President or their designee.

**FELTON BOROUGH ENGINEER
REVIEW CERTIFICATE**

Reviewed by the Felton Borough Engineer this ____ day of ____, 20 ____.

* _____

* Signature of the Felton Borough Engineer.

**FELTON BOROUGH PLANNING COMMISSION
REVIEW CERTIFICATE**

At a meeting held on ____, 20____, the Felton Borough Planning Commission reviewed this plan and a copy of the review comments is on file in the Borough office.

* _____ * _____

* Signatures of the President or Vice President or their designee.

YORK COUNTY PLANNING COMMISSION REVIEW CERTIFICATE

The York 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 YCPC File No. _____. This certificate does not indicate approval or disapproval of the plan by the York 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 President or Vice President or their designee.

RECORDER OF DEEDS CERTIFICATE

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

_____Recorder

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

FB FILE NO. _____

DATE OF RECEIPT/FILING _____
(FOR BOROUGH USE ONLY)

The undersigned hereby applies for approval under the Felton Borough Subdivision and Land Development Ordinance for the (Subdivision) (Land Development) (Storm Water Management) 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

___ Storm Water Management 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: _____
14. Have plans been submitted to the York County Planning Commission? ____Y ____N
15. Have plans been submitted to the York County Conservation District? ____Y ____N
16. Have plans been submitted to the PA Department of Environmental Protection? ____Y ____N
17. Have plans been submitted to any other review agency? ____Y ____N. If so, please specify? _____

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 Borough Council of the Borough of Felton. 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 Felton Borough, 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.

Date

Signature of Landowner or Applicant

FELTON BOROUGH

SUBDIVISION AND LAND DEVELOPMENT

ORDINANCE FEE SCHEDULE

RATE SCHEDULE		
Plan Type	Administrative Fee	Deposit Account
Sketch	\$ 100	\$250
Lot Add on	\$ 250	\$ 1000
Revised Plan	\$ 250	\$ 1000
Separation Plan	\$ 250	\$ 1500
Preliminary or Final Plan	\$ 500	\$ 1500

FEE CALCULATION			
Plan Type	Administrative Fee	Deposit Account	Total

NOTES:

1. Fees for modification requests that are included with the original submission of a subdivision or land development plan application package shall be processed at no additional charge to the applicant. Additional modification requests submitted during the processing of a subdivision or land development plan shall require the submission of the deposit account fee as provided for sketch plans. Modification requests not submitted with or during the processing of a subdivision or land development plan shall include the administrative and deposit account fee as provided for sketch plans.
2. The administrative fee is non-refundable.
3. The deposit account is for engineering costs outlined by Section 801 of this Ordinance. If actual costs are less than the deposit, a refund will be issued. If actual costs are higher than the deposit, the additional costs must be paid by the applicant.
4. Fees for storm water management plans shall be the same as those for preliminary or final plans.

**REQUEST FOR A REVIEW OF A SUBDIVISION OR LAND
DEVELOPMENT PLAN BY THE YORK COUNTY PLANNING
COMMISSION
(To Be Submitted By Applicant)**

YCPC FILE NO: _____

DATE OF RECEIPT: _____
(FOR COMMISSION USE ONLY)

TO: York County Planning Commission
28 East Market Street, 3rd Floor
York, Pennsylvania 17401

SUBJECT: Request for Review of a Subdivision or Land Development Plan, Felton Borough

We do hereby request the York County Planning Commission to review the enclosed subdivision or land development plan in accordance with the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended, Article V, Section 502.

Plan Identification (check or complete the following items):

<input type="checkbox"/>	Sketch Plan	Municipal Plan No. (if any) _____
<input type="checkbox"/>	Preliminary Plan	Plan Name: _____
<input type="checkbox"/>	Final Plan	

Other (specify) _____

Name of Landowner(s) _____

Address _____

Additional Comments _____

Signature _____

Print Full Name _____

Title _____

NOTICE OF ACCEPTANCE OF AN IMPROVEMENT GUARANTEE

DATE: _____

Felton Borough Council
88 Main Street
Felton, PA 17322-9037

SUBJECT: Acceptance of Improvement Guarantee

Dear Borough Council:

The developer of the project known as _____ has provided an improvement guarantee in the form of a _____ to assure the proper installation of the following improvements:

___ Roadway Improvements ___ Storm Sewer Facilities
___ Sanitary Sewer Facilities ___ Water Supply Facilities ___ Fire Hydrants

This form of improvement guarantee was accepted by formal action of the Borough Council at a meeting on _____, 20____.

Authorized Signature

REQUIRED IMPROVEMENTS COST ESTIMATE

Plan Name: _____

The following form is to be used to prepare the Improvements Cost Estimate as required per Article V. Attach additional sheets if necessary:

<u>Improvements</u>	<u>Quantity</u>	<u>Units</u>	<u>Price Per Unit</u>	<u>Construction Cost</u>
Street Grading	_____	_____	_____	_____
Street Subbase	_____	_____	_____	_____
Street Binder Course	_____	_____	_____	_____
Street Wearing Course	_____	_____	_____	_____
Street Signs	_____	_____	_____	_____
Traffic Control Signs	_____	_____	_____	_____
Curbs	_____	_____	_____	_____
Sidewalks	_____	_____	_____	_____
Storm Sewer Facilities	_____	_____	_____	_____
Sanitary Sewer Facilities	_____	_____	_____	_____
Water Supply Facilities	_____	_____	_____	_____
Fire Hydrants	_____	_____	_____	_____
Survey Monuments	_____	_____	_____	_____
Buffer Planting	_____	_____	_____	_____
Street Trees	_____	_____	_____	_____
Other (specify)	_____	_____	_____	_____

ESTIMATED COST:	\$ _____
CONTINGENCIES (10%):	\$ _____
INSPECTION FEE DEPOSIT (5%):	\$ _____
REQUIRED FINANCIAL SECURITY:	\$ _____

SIGNATURE OF ENGINEER _____

Seal

DATE _____

NOTICE OF COMPLETION AND APPROVAL OF IMPROVEMENTS

DATE: _____

Felton Borough Council
88 Main Street
Felton, PA 17322-9037

SUBJECT: Approval of Improvements

Dear Borough Council:

The developer of the project known as _____ has completed the installation of the following improvements in accordance with the improvement construction plan:

☐ Roadway Improvements ☐ Storm Sewer Facilities
☐ Sanitary Sewer Facilities ☐ Water Supply Facilities ☐ Fire Hydrant
☐ Other (specify) _____

Authorized Signature

Print Full Name

Title

Authority of Utility

Address

Phone No.

APPLICATION FOR CONSIDERATION OF A MODIFICATION

FB FILE NO. _____

DATE OF RECEIPT/FILING _____
(FOR BOROUGH 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 Felton Borough Subdivision and Land Development Ordinance for which waiver 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

SAMPLE LEGAL DOCUMENTS

Exhibit A – Improvement Guarantee Agreement - Letter of Credit (Example)

Exhibit B – Improvement Guarantee Agreement - Cash (Example)

Exhibit C – Irrevocable Letter of Credit (Example)

Exhibit D – Request for Final Payment Under Irrevocable Standby Letter of Credit (Example)

Exhibit E – Demand for Payment (Example)

Exhibit F – Developer's Agreement (Example)

Exhibit G – Storm Water Management and Declaration of Easement (Example)

EXHIBIT A

IMPROVEMENT GUARANTEE AGREEMENT - LETTER OF CREDIT

THIS AGREEMENT is made this _____ day of _____ 20____, by and among Felton Borough, 88 Main Street, Felton, York County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "Borough "; and _____ of _____, Pennsylvania, (hereinafter collectively referred to as "Owner").

WITNESSETH:

WHEREAS, Owner intends to build certain improvements shown on a plan prepared by _____, known as _____ Drawing No. _____, dated _____, 20____, (hereinafter referred to as the "Plan"); and

WHEREAS, the Borough requires that security be established to ensure construction in compliance with Borough ordinances and resolutions; and

WHEREAS, Owner is willing to obtain an irrevocable _____ for the funds required to complete construction in compliance with the Borough ordinances and resolutions;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained therein, the parties do agree as follows:

ARTICLE I: Owner shall supply an irrevocable _____ (the copy of which is attached hereto and marked as "Exhibit A") issued by _____ in order to provide funds in the amount of _____ for excavation, street, sidewalk, curb, and storm water system construction (including retention/detention systems), signs, monument placement, and electric lines, (collectively referred to hereafter as "improvements") as-built drawings, and observation costs in accordance with Borough specifications and the proposals attached to this Agreement as Exhibit "B". The aforesaid amount of the _____ is equal to one hundred ten percent (110%) of the estimated costs of completion of such improvements. In the event that the period for completion of the improvements as set forth below shall exceed one year, the aforesaid amount shall include an additional sum equal to ten percent (10%) of the approved costs of the improvements times as many years in excess of one year as will be required to complete the improvements. The aforesaid irrevocable _____ shall remain in effect until released by the Borough .

ARTICLE II: Owner warrants that the improvements shall be completed within _____ of

the date of the execution of this agreement, except for the top coat of paving, PENNDOT specifications 1.5 inch Superpave Wearing Course, which shall be completed within _____ of the date of execution of this agreement.

ARTICLE III: The Borough, by its Engineer or other designated person, will inspect the construction of the improvements at progressive stages of completion as shall be required by the Borough . The owner shall reimburse Borough for all inspection fees incurred by Borough according to the fee schedule adopted by the Borough . Such reimbursement shall be due within thirty days from posting of a claim for same from Borough to Owner. No release from the _____ shall be made until all such outstanding claims have been paid to the Borough .

The Owner may request the release of a proportionate part of the security upon the completion of all curbing and the street base coat provided such work totals at least twenty percent (20%) of the total estimated costs of the improvements. Any such requests shall be in writing addressed to the Borough , which shall have 45 days from receipt of such request within which to allow the municipal engineer to certify, in writing, that such portion of the work has been completed in accordance with the approved plan and any applicable Borough ordinances or regulations. Upon certification as aforesaid, the Borough shall authorize a release of the security equal to the amount estimated by the Borough engineer to fairly represent the value of the improvements completed and certified. Failure by the Borough to respond within the 45 day period shall be deemed an approval of the request for a release.

In the event that the engineer does not approve all or a portion of the work for which the release is requested, he shall specify in writing the nature of the objections and the steps necessary for correction and certification and forward same to Owner. Upon completion of the requested corrections, Owner shall resubmit the request for release as aforesaid. No partial release from any request shall be permitted.

The engineer's certification shall be solely for the purpose of determining that after reduction, the balance remaining on the _____ will be adequate to complete the remaining improvements. In no event shall the engineer's certification be construed as, nor is said certification intended as, a representation that the completed work is of any stated value, or deemed to constitute a warranty or representation as to the quality of the workmanship.

ARTICLE IV: In the event there is a difference of opinion as to the quality of the work completed, or as to the completion of the work to meet Borough's specifications, the decision of Borough 's representative shall control and Owner's obligation to maintain the _____ shall continue until released in whole or in part by the Borough .

ARTICLE V: It is intended that all improvements built pursuant to the Plan shall be private until offered for dedication and formally accepted by the Borough pursuant to Article V.

ARTICLE VI: Upon written notice from Owner, the Borough agrees to make a final inspection

and within 45 days release Owner from any obligation to maintain the _____ if the improvements meet Borough 's specifications. Despite final inspection, all improvements shall be deemed to be private improvements until such time as the same have been offered for dedication and formally accepted by the Borough by ordinance, resolution, deed or other formal document.

In the event that the Borough Engineer shall determine, in his sole discretion, that either the work does not comply with all applicable standards, or that work previously determined to be in compliance has been damaged or has unreasonably deteriorated, he shall notify Owner in writing of the work found to be unsatisfactory and shall provide the steps necessary to obtain compliance. Upon completion of the corrections, Owner may resubmit his request for a release as aforesaid. No final release shall be given until all costs of the Borough claimed to be due from Owner have been paid.

ARTICLE VII: Legal, engineering, and observation costs, including engineering and legal costs related to preparation of this agreement and related documents, incurred by the Borough through or under this Agreement in regard to all improvements set forth in Article I shall be paid by Owner within 35 days of mailing of notice of claim.

All improvements as specified herein shall be completed in accordance with the standards established and the ordinances existing as of the date of the final plan approval for _____. Should said improvements not be completed, then and in that event the Borough Engineer may notify the Borough that the Owner has defaulted.

ARTICLE VIII: The specifications for the various improvements are those set forth on a plan dated _____, Drawing No. _____, prepared by _____, known as _____. All improvements shall be constructed in compliance with the Ordinances, Resolutions and Regulations of the Borough and York County (where a conflict exists the most stringent requirement shall control), all of which are by reference made a part hereof.

ARTICLE IX: The Borough will, prior to the final release at the time of completion and notification by its Engineer, require retention of ten percent (10%) of the estimated costs of the improvements specified herein, which shall be secured by a _____, for a period of eighteen (18) months from the date the improvements are constructed and accepted by the Borough. It is understood and acknowledged that no improvement shall be accepted for dedication unless Owner shall comply with all of the terms and conditions of Ordinance #80.

ARTICLE X: Owner agrees to pay all costs involved in establishing and servicing the _____ with _____.

ARTICLE XI: The following shall be considered events of default under this agreements, whereupon Borough shall be entitled to demand payment in full or complete any required improvements not yet completed or to correct or repair any unacceptable improvements and (1) with respect to a default under subparagraphs a-d, thereafter demand from the aforesaid _____ payment in full for such improvements or (2) with respect to a default under subparagraph e, immediately upon notice of non-renewal demand from the aforesaid _____ in the full amount of such

letter, which amount shall thereafter be held in an interest bearing account (selected by Borough in its sole discretion, with interest to follow principal), pending completion of the improvements or substitution of another _____ acceptable to the Borough :

- a. Failure to complete the improvements within the time allowed for completion above;
- b. Abandonment of the project (abandonment shall be construed to mean failure to perform significant work on the project for a period of ninety (90) consecutive days after the project has been commenced;
- c. Failure to commence correction of any unacceptable construction with thirty (3) days of posting to Owner of written notice as aforesaid or failure to complete such corrections within forty-five (45) days of commencement of correction, which period shall be extended for such time as Owner is unable to work due to acts of God;
- d. Entry by Owner into receivership, insolvency, voluntary or involuntary bankruptcy, or in the event the property upon which the improvements are constructed are listed for sheriff or tax sale; or
- e. Notice from _____ to Borough of intent not to renew Owner's _____, following which notice Owner does not within fifteen (15) days provide substitute equivalent security.

In the event that the reasonable cost to complete and or repair the improvements shall exceed the amount remaining available under the _____, Owner shall remain personally liable for any such excess. Borough shall have the right to collect such excess by any means legally available to it for such purpose.

ARTICLE XII: This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE XIII: This Agreement is not transferable or assignable without the written consent of the Borough .

ARTICLE XIV: This Agreement sets forth the entire Agreement and understanding among the parties as to the subject matter thereof and may be amended subsequent to the date hereof only in writing and if signed by the party to be bound hereby.

IN WITNESS THEREOF, and intending to be legally bound thereby, the parties hereto have caused these presents to be executed and their corporate seals thereunto affixed, the day and year first written above.

FELTON BOROUGH

BY: _____

ATTEST: _____

EXHIBIT B

IMPROVEMENT GUARANTEE AGREEMENT - CASH

THIS AGREEMENT is made this _____ day of _____, 20____, by and among Felton Borough, 88 Main Street, Felton, York County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "Borough"; and _____ of _____, Pennsylvania, (hereinafter collectively referred to as "Owner");

WITNESSETH:

WHEREAS, Owner intends to build certain improvements shown on a plan prepared by _____, known as _____ Drawing No. _____, dated _____, 20____, (hereinafter referred to as the "Plan"); and

WHEREAS, the Borough requires that security be established to ensure construction in compliance with Borough ordinances and resolutions; and

WHEREAS, The Borough requires that security be established to ensure adequate funds to complete the improvements, or to repair any defect or deterioration of the improvements required and constructed according to the plan; and

WHEREAS, Owner is willing to provide a cash deposit for the funds required to insure that adequate funds are available to make repairs to such improvements;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained therein, the parties do agree as follows:

ARTICLE I: Owner shall supply a cash deposit in the form of guaranteed funds in the amount of _____ in order to provide funds for excavation, street, sidewalk, curb, and storm water system construction (including retention/detention systems), signs, monument placement, and electric lines, (collectively referred to hereafter as "improvements") as-built drawings, and observation costs in accordance with Borough specifications and the proposals attached to this Agreement as Exhibit "B". The aforesaid amount is equal to one hundred ten percent (110%) of the estimated costs of completion of such improvements. In the event that the period for completion of the improvements as set forth below shall exceed one year, the aforesaid amount shall include an additional sum equal to ten percent (10%) of the approved costs of the improvements times as many years in excess of one year as will be required to complete the improvements. The aforesaid shall remain in effect until released by the Borough.

The Borough shall have the right to deposit the aforesaid funds in any chartered depository in any

form of interest bearing account which it, in its sole judgment, shall deem advisable. Such account shall be titled the "Felton Borough/_____ Security Fund"; the only approved signatories shall be the President and Secretary of the Borough Council of Felton Borough; and the account shall bear the social security number/tax identification number for the owner of the tract, which is _____; the Borough shall have the absolute right to withdraw all or any portion of the fund at any time to effect any completion, repair or maintenance to the improvements during the holding period and for any breach of this agreement; thereafter, the Borough shall give written notice of such withdrawal.

The Owner hereby waives and releases any claim which it may at any time have against the Borough, its agents or employees, arising from the rate of interest received on the aforesaid account, the failure of the institution wherein the funds are deposited, the type of account chosen for the fund, any taxes or charges which may accrue for such account, and for any penalties resulting from early withdrawal. Upon successful completion of this agreement, all funds held plus accrued interest shall be returned to the Owner, less any withdrawals as aforesaid. In the event of a withdrawal of funds pursuant to this agreement, the interest shall be available for application towards the costs necessitating such withdrawal.

ARTICLE II: Owner warrants that the improvements shall be completed within _____ of the date of the execution of this agreement, except for the top coat of paving, PENNDOT specifications 1.5 inch Superpave Wearing Course, which shall be completed within _____ of the date of execution of this agreement.

ARTICLE III: Owner warrants that the improvements will be properly constructed, completed according to the applicable plans and specifications, and that adequate provisions have been made to insure that the record owner of such improvements shall properly maintain same. It is hereby agreed that Borough shall have no responsibility to maintain or clean the improvements and shall have complete discretion concerning what, if any, repairs are to be taken.

ARTICLE IV: The Borough, by its Engineer or other designated person, will inspect the construction of the improvements at progressive stages of completion as shall be required by the Borough. The owner shall reimburse Borough for all inspection fees incurred by Borough according to the fee schedule adopted by the Borough. Such reimbursement shall be due within thirty days from posting of a claim for same from Borough to Owner. No release from the cash deposit shall be made until all such outstanding claims have been paid to the Borough.

The Owner may request the release of a proportionate part of the security upon the completion of all curbing and the street base coat provided such work totals at least twenty percent (20%) of the total estimated costs of the improvements. Any such requests shall be in writing addressed to the Borough, which shall have 45 days from receipt of such request within which to allow the municipal engineer to

certify, in writing, that such portion of the work has been completed in accordance with the approved plan and any applicable Borough ordinances or regulations. Upon certification as aforesaid, the Borough shall authorize a release of the security equal to the amount estimated by the Borough engineer to fairly represent the value of the improvements completed and certified. Failure by the Borough to respond within the 45 day period shall be deemed an approval of the request for a release.

In the event that the engineer does not approve all or a portion of the work for which the release is requested, he shall specify in writing the nature of the objections and the steps necessary for correction and certification and forward same to Owner. Upon completion of the requested corrections, Owner shall resubmit the request for release as aforesaid. No partial release from any request shall be permitted.

The engineer's certification shall be solely for the purpose of determining that after reduction, the balance remaining of the cash deposit will be adequate to complete the remaining improvements. In no event shall the engineer's certification be construed as, nor is said certification intended as, a representation that the completed work is of any stated value, or deemed to constitute a warranty or representation as to the quality of the workmanship.

ARTICLE V: The Owner shall reimburse Borough for all inspection fees incurred by Borough according to the fee schedule adopted by the Borough. Such reimbursement shall be due within thirty days from posting of a claim for same from Borough to Owner. No release from the aforesaid fund to Owner shall be made until all such outstanding claims have been paid to the Borough.

ARTICLE VI: In the event there is a difference of opinion as to the quality of the work completed, or as to the completion of the work to meet Borough's specifications, the decision of Borough's representative shall control the cash deposit shall be retained until it shall be released in whole or in part by the Borough.

ARTICLE VII: It is intended that all improvements built pursuant to the Plan shall be private until offered for dedication and formally accepted by the Borough pursuant to Article V.

ARTICLE VIII: Upon written notice from Owner, the Borough agrees to make a final inspection and within 45 days refund to Owner the remaining cash deposit, less retainage for repairs as provided hereinafter, if the improvements meet Borough's specifications. Despite final inspection, all improvements shall be deemed to be private improvements until such time as the same have been offered for dedication and formally accepted by the Borough by ordinance, resolution, deed or other formal document.

In the event that the Borough Engineer shall determine, in his sole discretion, that either the work does not comply with all applicable standards, or that work previously determined to be in compliance has been damaged or has unreasonably deteriorated, he shall notify Owner in writing of the work found to be unsatisfactory and shall provide the steps necessary to obtain compliance. Upon completion of the corrections, Owner may resubmit his request for a release as aforesaid. No final release shall be given until all costs of the Borough claimed to be due from Owner have been paid.

ARTICLE IX: Legal, engineering, and observation costs, including engineering and legal costs related to preparation of this agreement and related documents, incurred by the Borough through or under this Agreement in regard to all improvements set forth in Article I shall be paid by Owner within 35 days of mailing of notice of claim.

All improvements as specified herein shall be completed in accordance with the standards established and the ordinances existing as of the date of the final plan approval for _____. Should said improvements not be completed, then and in that event the Borough Engineer may notify the Borough that the Owner has defaulted.

ARTICLE X: The specifications for the various improvements are those set forth on a plan dated _____, Drawing No. _____, prepared by _____, known as _____. All improvements shall be constructed in compliance with the Ordinances, Resolutions and Regulations of the Borough and York County (where a conflict exists the most stringent requirement shall control), all of which are by reference made a part hereof.

ARTICLE XI: The Borough will, prior to the final release at the time of completion and notification by its Engineer, require retention of ten percent (10%) of the estimated costs of the improvements specified herein, which shall be retained from the cash deposit for a period of eighteen (18) months from the date the improvements are constructed and accepted by the Borough. It is understood and acknowledged that no improvement shall be accepted for dedication unless Owner shall comply with all of the terms and conditions of Article V of the Borough of Felton Subdivision and Land Development Ordinance. Such retained funds may be applied by Borough to effect repairs of the improvements if repairs are not commenced within seven (7) days of posting of notice and completed within seven (7) days of commencement.

ARTICLE XII: Owner agrees to pay all costs involved in establishing and servicing the fund.

ARTICLE XI: The following shall be considered events of default under this agreements, whereupon Borough shall be entitled to demand payment in full or complete any required improvements not yet completed or to correct or repair any unacceptable improvements and (1) with respect to a default under subparagraphs a-d, thereafter demand from the aforesaid _____ payment in full for such improvements or (2) with respect to a default under subparagraph e, immediately upon notice of non-renewal demand from the aforesaid _____ in the full amount of such letter, which amount shall thereafter be held in an interest bearing account (selected by Borough in its sole discretion, with interest to follow principal), pending completion of the improvements or substitution of another _____ acceptable to the Borough :

- a. Failure to complete the improvements within the time limits set forth above.
- b. In the event that Borough shall offer Owner the opportunity to correct a defect or damage to the improvements, failure to commence correction of same within seven (7) days of posting to Owner of written notice as aforesaid, or failure to complete such corrections within seven (7) days of commencement of correction, which period shall be extended for such time as Owner is unable to work due to acts of God; or

- c. Entry by Owner into receivership, insolvency, voluntary or involuntary bankruptcy, or in the event the property upon which the improvements are constructed are listed for sheriff or tax sale.

In the event that the reasonable cost to complete and or repair the improvements shall exceed the amount remaining available under the fund, Owner shall remain personally liable for any such excess. Borough shall have the right to collect such excess by any means legally available to it for such purpose.

ARTICLE XIV: This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE XV: This Agreement is not transferable or assignable without the written consent of the Borough .

ARTICLE XVI: This Agreement sets forth the entire Agreement and understanding among the parties as to the subject matter thereof and may be amended subsequent to the date hereof only in writing and if signed by the party to be bound hereby.

ARTICLE XVII: The Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, administrators, successors and assigns.

IN WITNESS THEREOF, and intending to be legally bound thereby, the parties hereto have caused these presents to be executed and their corporate seals thereunto affixed, the day and year first written above.

FELTON BOROUGH

BY: _____

ATTEST: _____

EXHIBIT C

IRREVOCABLE STANDBY LETTER OF CREDIT

No. _____

TO: BOROUGH OF FELTON
88 Main Street
Felton, PA 17322-9037

DATE: _____

L/C #: _____
AMOUNT: _____

FROM: _____

EXPIRATION DATE: _____
PHONE: _____

ON BEHALF OF:

Name of developer

Address

Phone

_____ (hereinafter called "Bank") hereby issues to the
Felton Borough (hereinafter called "Issuee") on behalf of _____
(hereinafter called "Benefactor"), an irrevocable letter of credit (hereinafter called "Letter") in the
amount of _____ (\$ _____) US Dollars.

This Letter is issued on behalf of Developer and is intended to secure the completion of the public
improvements shown in the final plan and related documents submitted by developer prepared by
_____, dated _____, Project No. _____ and intended
for immediate recording (hereinafter called "Final Plan").

THIS LETTER EXPIRES _____ (not prior to one year after its date), or upon Bank's
receipt of written notification from Issuee of completion/satisfaction or the item(s) identified above as
the obligation of the Benefactor, whichever shall first occur.

The expiration date of this Letter of Credit shall be automatically extended for additional on (1) year
periods beginning with the expiration date and upon each anniversary of such date, unless at least thirty

(30) days prior to such expiration date or each anniversary of such date we notify Felton Borough in writing by certified mail, addressed to Felton Borough at 88 Main Street, Felton, PA 17322-9037, that we elect not to renew this Letter of Credit.

For each yearly period that this Letter of Credit is automatically extended beyond _____ (one year from date), the amount of this Letter of Credit shall be increased by an additional (Sum A) or ten (10%) percent of the outstanding balance, whichever is less, but such increases shall not exceed a total of more than (Sum A x 2) in the aggregate in any event.

Partial drawings are permitted but the aggregate total may not exceed the amount stated above.

PAYMENT will be available upon presentation to the Bank of the original of this Letter, your draft in the form attached and marked exhibit "D", and a statement that the draft is being submitted pursuant to the Improvement Guarantee Agreement between the parties. Any and all drafts must be presented to the Bank on or before the expiration date herein stated by an authorized officer/agent of the Issuee. The Borough Solicitor or the Borough Manager shall be deemed to be acceptable officers or agents for this purpose. Any other person presenting a draft shall also present documentation acceptable to (Name of Bank) as to the identity of such officer/agent, and his/her authorization to request regular payment.

Drafts under this credit must be marked: "Drawn under Standby Letter of Credit No. _____ dated _____ from the _____ (Name of Bank)."

Very truly yours ,

Name of lender

BY: _____
Authorized signature

BY: _____
Authorized signature

EXHIBIT D

SIGHT DRAFT

REQUEST FOR FINAL PAYMENT UNDER IRREVOCABLE STANDBY LETTER OF CREDIT

TO: _____
(Name of Bank)

(Street /Mailing Address)

(City, state, zip)

RE: Irrevocable Standby Letter of Credit No. _____ dated _____
Aggregate Amount - \$ _____

On behalf of: _____
(Name of Developer)

(Street/mailling address)

(City, state, zip)

Issuee: Felton Borough
88 Main Street
Felton, PA 17322-9037

Felton Borough, Issuee above-named, hereby presents this Sight Draft – Request for Payment in accordance with the terms and conditions set forth in the above identified Irrevocable Standby Letter of Credit and by making this request the Issuee certifies as follows:

1. The Letter of Credit above referenced was issued on behalf of the Benefactor above named for the sole purpose of guaranteeing certain improvements shown on a plan prepared by (name of engineer) known as the Final Subdivision Plan for (name of developer), Drawing No. _____, dated _____.
2. The Letter of Credit above referenced has not expired by its terms nor have we, the Issuee, delivered written notification to (Name of Bank) that the item(s) identified above as the obligation of the Benefactor has been completed/satisfied; and,
3. The original of the above referenced Irrevocable Standby Letter of Credit is being presented with the Sight Draft – Request for Payment.
4. This Sight Draft – Request for Payment is in the amount of \$ _____ and as such does not

exceed the aggregate amount above set forth, i.e., \$_____.

5. This Sight Draft – Request for Payment is being presented by the Borough Manager/the Borough Solicitor, or if another, a duly authorized officer/agent of the Issuer, with documentation acceptable to (Name of Bank) as to the identity of such officer/agent and his/her authorization to request payment.

Dated at _____, Pennsylvania this _____ day of _____, 20____.

Felton Borough

By: _____

Attachments: Original of Irrevocable Standby Letter of Credit No. _____;
Issuer's officer/agent authorization.

EXHIBIT E

DEMAND FOR FINAL PAYMENT

TO: _____ Bank

Attention:

We hereby demand payment to the Felton Borough Council the sum of _____ Dollars and _____ Cents (\$ _____) and certify that this demand is due to failure of _____ to complete to our satisfaction improvements on _____, Drawing No. _____, dated _____, 20____, for development known as _____, recorded in _____.

ATTEST:

FELTON BOROUGH COUNCIL

BY: _____

BY: _____

BY: _____

BY: _____

DATE: _____

EXHIBIT F

DEVELOPER'S AGREEMENT

Date

Borough Council
Felton Borough
88 Main Street
Felton, PA 17322-9037

Re: Final Plan of (1), Developer's Agreement

Dear Borough Council:

In consideration for the Borough Council of the Borough of Felton accepting an improvement guarantee in the form of a letter of credit from (2) in the amount of (3) as security for the completion of the necessary subdivision and/or land development improvements pertaining to the final plan of (4), prepared by (5), Project No. (6), the undersigned agrees to complete all of the improvements, except as hereinafter provided, which are part of the above-referenced subdivision and/or land development on or before (7), said time being of the essence of this commitment to complete said improvements.

All improvements to be constructed and/or installed and/or financed in whole or in part by the undersigned (as well as the estimated costs of completing each) are listed on Exhibit "A" attached hereto, which is expressly made a part of this commitment to complete said improvements. The following shall be applicable to the improvements:

- A. **General Construction.** All general earthwork shall be performed in accordance with Section 200 of the Pennsylvania Department of Transportation ("PENNDOT") Publication 408, latest edition.
- B. **Inspections.** The undersigned shall notify the Borough at least one full working day (24 hours) prior to the start of any improvements subject to inspection. The undersigned shall request all inspections of completed required items, in writing, at least two full working days (48 hours) in advance. The undersigned shall so notify the Borough for the following activities, which the undersigned acknowledges are activities for which inspection is required:
- C. **General Site.**
 - 1. Upon completion of preliminary site preparation, including stripping of vegetation, stockpiling of topsoil and construction of temporary erosion and sedimentation control devices, but prior to rough grading.
 - 2. Upon completion of rough grading, but prior to placing topsoil, permanent drainage or other site development improvements and ground covers.

3. Upon completion of storm sewer grading, but prior to backfilling
4. Upon finished grading of swales, spillways, and other facilities, but prior to placing of rock lining or grass cover.
5. Upon completion of detention basin outlet pipes, outlet structures, and anti-seep collars, but prior to backfilling.
6. Upon final completion of permanent storm water management facilities, including the establishment of ground covers and plantings.
7. After review of the as-built drawings, but prior to final release of the financial security to secure completion of the final grading and other site restoration work.

D. Storm Water Management.

1. The undersigned shall construct storm water management facilities as shown on the plans in order to adequately control and manage surface water. In the event that at any time during the construction period the Borough Engineer determines that the storm water management facilities as designed are inadequate, the undersigned shall submit for approval a revised storm water management plan and shall make all the changes necessary to the storm water management facilities to adequately control and manage surface water. The undersigned shall obtain at its sole expense any necessary storm drainage easements. The undersigned shall insure that the owner and the Borough shall enter into a separate agreement concerning the maintenance of the storm water management facilities.
2. Upon completion of storm sewer installation, but prior to backfilling.
3. Upon finished grading of swales, spillways, and other facilities, but prior to placing of rock lining or grass cover.
4. Upon completion of detention basin outlet pipes, outlet structures, and anti-seep collars, but prior to backfilling.
5. Upon final completion of permanent storm water management facilities, including the establishment of ground covers and plantings.

E. Streets And Construction.

1. **Preparation of Road Subgrade.** At the time of this observation, the subgrade should be proof rolled and the proposed crown and grade should be checked. It is recommended that a developer's/contractor's representative accompany the observer when the crown and grade are checked. Proof rolling should be performed with a fully loaded, tandem-axle dump truck.

2. **Placement and Compaction of Road Subbase.** At the time of this observation, the depth of subbase should be checked after compaction, the subbase should be proof rolled in the same manner as the subgrade and the crown and grade should be checked again. This observation must occur prior to any binder or base course being placed.
3. **Placement and Compaction of the Binder/Base Course.** At the time of this observation, the depth of the binder/base course should be checked, ambient temperature should be monitored (this is important in early spring and late fall days when the temperature can go below acceptable limits), the temperature of the bituminous material should be checked (if possible), and it is recommended that copies of the weight slips for each truckload are obtained. The crown and grade should also be checked again. This observation must occur prior to the wearing course being placed.
4. **Placement and Compaction of the Wearing Course.** At the time of this observation, the guidelines for the placement and compaction of the binder/base course should be followed.
 - a. If at the time the surface course is completed, less than ninety (90) percent of the total number of lots or units of occupancy of the entire project (as opposed to ninety (90) percent of the total number of lots or units of occupancy of a particular phase) are complete, the Borough shall require the posting of an agreement and financial security to secure against street damage caused by construction of the remaining lots or units of occupancy. Said agreement shall be in a form acceptable to the Borough, and the financial security shall be of the same type as otherwise required in Section 509 of the Pennsylvania Municipalities Planning Code (MPC) with regard to installation of such improvements and the amount of such financial security shall be five (5) percent of the actual cost of the installation of the said street and related improvements or portion thereof. The agreement and financial security shall be irrevocable and remain in effect until such time as a minimum ninety (90) percent of the total number of lots or units of occupancy of the entire project (as opposed to ninety (90) percent of the total number of lots or units of occupancy of a particular phase) are completed. The Borough shall hold such financial security and utilize it to pay for the repair of any damage occurring to the street and related improvements or portion thereof during the period between the commencement of construction of any particular lot or unit of occupancy and the completion of such construction irrespective of whether or not it can be established that the damage to the road was caused by contractors or other persons working in and about the lot or unit of occupancy. The developer shall submit a request in writing for the release of the agreement and financial security provided to secure against street damage caused by construction of the remaining lots or units of occupancy.
5. **Signs.** The undersigned shall erect such street sign or signs, traffic control sign or signs and no parking sign or signs within the tract as shall be determined exclusively by the Borough. Such signs shall be of the type, size and construction designated by the Borough and shall be paid for by the undersigned. The undersigned shall also pay for the cost of any traffic studies required to be performed under the Vehicle Code and any legal and advertising costs incurred by the Borough to enact the necessary traffic ordinances in connection with the erection of such signs.

- F. Prior to the submission of any final plan for (1) and prior to final release of financial security, the developer shall provide the Borough with two (2) sets of paper prints of the as-built plan showing the following:
1. Actual location of all concrete monuments which were placed to monument the right-of-way line along at least one (1) side of each street at the beginning and end of all curves including intersection radii and at all angles. When the outside perimeter of a tract falls within or along an existing road right-of-way, then the right-of-way of that roadway shall be monumented at the above referenced points.
 2. Actual location of all iron pins or drill holes in curbs for all individual lot lines.
 3. Actual cul-de-sac radius.
 4. Actual horizontal and vertical location of cartway centerline versus right-of-way centerline.
 5. Actual location of floodplain by elevation and dimension from property line.
 6. Actual location and cross section of swales and accompanying easements.
 7. Actual horizontal and vertical location of storm water management facilities including type and size of storm drainage pipes.
 8. Detention basin:
 - a. Actual contours of the detention basin.
 - b. Actual outlet structure details including type, size and inverts of outlet pipes.
 - c. Actual elevation of the embankment and emergency spillway.
 - d. A table showing the stage/storage/discharge curve for the constructed conditions.
 - e. A table providing a comparison of the approved design vs. the as-built discharge rates from all detention facilities.
- G. **Signs.** The undersigned shall erect such street sign or signs, traffic control sign or signs and no parking sign or signs within the tract as shall be determined exclusively by the Borough. Such signs shall be of the type, size and construction designated by the Borough and shall be paid for by the undersigned. The undersigned shall also pay for the cost of any traffic studies required to be performed under the Vehicle Code and any legal and advertising costs incurred by the Borough to enact the necessary traffic ordinances in connection with the erection of such signs.
- H. **Miscellaneous.** In addition to the above outlined observations, additional observations may be made at the request of the undersigned for reduction of financial security. Random observations will be made at the frequency desired by the Borough. At the time of any of the above-listed observations, the undersigned acknowledges that all ongoing construction (i.e. storm drainage,

erosion control, etc.) will also be checked for compliance with the approved plans and the findings reported. Since the above inspections are mandatory, the undersigned agrees that requests for reduction of financial security shall be submitted to coincide with the above inspections.

- I. During construction the undersigned agrees to maintain the tract in a safe and sanitary fashion and shall insure the collection and proper disposal of 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 tracts adjacent to the tract or upon the tract itself.
- J. The undersigned agrees to pay all inspection fees imposed by the Borough in connection with the inspection of the improvements set forth on Exhibit "A". The undersigned also agrees to reimburse the Borough for the necessary legal and advertising expenses in the preparation of traffic ordinances, deeds and resolutions for the acceptance of streets, the review of improvements guarantees and like matters.
- K. In the event all of said improvements are not completed on or before (7), and all inspection fees are not paid, the undersigned acknowledges that the Borough shall have the right, without further notice to the undersigned, to submit a demand to (8) for disbursement of funds under the aforesaid letter of credit. The undersigned also acknowledges that if the proceeds of such letter of credit are insufficient to pay the cost of installing or making repairs or corrections to all of the improvements covered by said letter of credit and to pay all inspection fees, the Borough may, at its option, install all or part of said improvements and may institute appropriate legal or equitable actions to recover the monies necessary to complete the remainder of the improvements and to collect any inspection fees.
- L. The Borough shall also have the right to demand payment of all or a portion of the letter of credit in the event the Borough receives notice that the letter of credit will be canceled or terminated prior to the time that all of the improvements have been completed and approved by the Borough Engineer. Furthermore, in accordance with the provisions of Section 509 of the Pennsylvania Municipalities Planning Code ("MPC"), the undersigned agrees to post additional security with the Borough if, as a result of annual adjustments concerning the estimated cost for the completion of the remaining improvements, such additional security is necessary to assure that the financial security in effect at that time equals one hundred ten (110%) percent of the estimated cost of completion calculated in the manner required by said Section 509 of the MPC.
- M. With respect to any of the improvements which are dedicated to and accepted by the Borough following completion, the undersigned, if required to do so by the Borough, shall post financial security or otherwise guarantee the structural integrity of said improvements as well as the functioning of said improvements in accordance with the design and specifications as depicted on the final plan for a term not to exceed eighteen (18) months from the date of acceptance of dedication. Said financial security, if required, shall be in the form and in the amount required by Section 509 of the MPC.
- N. The construction of all improvements shall be completed in strict conformity to the specifications and regulations of the Borough, the County and the Pennsylvania Department of Transportation. The undersigned shall comply with all applicable requirements regarding the development of steep slopes.

- O. The Borough, its agents, servants and employees, shall have no responsibility or liability with regard to the design, inspection, observation and/or installation of the improvements which are to be installed in connection with the development of this subdivision, and the undersigned shall indemnify and hold harmless the Borough, its agents, servants and employees, from any costs of investigation or defense, attorneys' fees, claims, liability or damages arising therefrom.
- P. In the event any existing Borough streets, drainage structures or other facilities are disturbed, subjected to excessive wear and tear, damaged or destroyed during the course of the development of the tract or the installation of the above-described subdivision or land development improvements, including but not limited to damages resulting from openings into Borough streets to install underground facilities or resulting from travel or use by vehicles or construction equipment, the undersigned agrees, at its cost, to repair or, if necessary, replace such Borough facilities.
- Q. This commitment shall be binding upon the successors and assigns of the undersigned.
- R. Unless the contrary clearly appears from the context, for the purposes of this document the singular number includes the plural number and vice versa; and each gender includes the other genders.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound by the herein stated commitments, has signed this letter this _____ day of _____, 20____.

(Individual or Husband and Wife Developer)

_____(SEAL)
(Signature of Individual)

_____(SEAL)
(Signature of Spouse if Husband
and Wife are Co-Developers)

Witness:

Trading and doing business as:

(Partnership Developer*)

(Name of Partnership)

Witness:

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

*All Partners must execute this Agreement

(Corporation Developer)

(Name of Corporation)

ATTEST:

By: _____
(Assistant) Secretary

By: _____
(Vice) President or
**Authorized Representative

[CORPORATE SEAL]

**Attach appropriate proof, dated as of the same date as the Agreement, evidencing authority to execute on behalf of the corporation.

Instructions to Complete Developer's
Letter-Agreement Regarding Subdivision and/or
Land Development Improvements

1. Name of subdivision and/or land development
2. Name of lending institution issuing letter of credit.
3. Amount of letter of credit.
4. Full name of developer.
5. Name of firm which prepared subdivision or land development plan.
6. Drawing or Project Number of plan assigned by firm which prepared plan.
7. Date by which all improvements is (are) to be completed.
8. Name of lending institution issuing letter of credit.

EXHIBIT G

STORM WATER MANAGEMENT AGREEMENT AND DECLARATION OF EASEMENT

THIS AGREEMENT AND DECLARATION OF EASEMENT made this _____ day of _____, 20____, by and between **BOROUGH OF FELTON**, York County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 88 Main Street, Felton, Pennsylvania, 17322-9037 (hereinafter referred to as the "Borough"), and _____, a _____ with offices located at _____ (hereinafter whether singular or plural referred to as the "Grantor").

BACKGROUND

Grantor is the owner of premises located at _____, in the Borough of Felton, York County, Pennsylvania, as more specifically described in a deed recorded in Deed Book _____, Volume _____, Page _____ in the Office of the Recorder of Deeds in and for York County, Pennsylvania, and as shown on the plan for _____, prepared by _____, Drawing No. _____, dated _____, last revised _____, (hereinafter referred to as the "Premises").

Prior to beginning construction on any subdivision, Grantor is required, under the Felton Borough Subdivision and Land Development Ordinance (the "Borough Ordinance") to file a plan with the Borough and obtain approval from the Borough Council. The Felton Borough Storm Water Management Ordinance requires the Grantor to provide for the maintenance of the storm water management facilities. The Ordinance requires that Grantor's final plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent storm water management facilities.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the storm water facilities which will be installed on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, his heirs, personal representatives and assigns and upon successor owners of the Premises, and set forth the rights of the Borough .

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Storm Water Management Plan from the Borough Council, and in consideration of receiving permits from the Borough to develop the Premises, Grantor, for Grantor and the heirs, personal representatives and assigns of Grantor, covenant and declare as follows:

1. The storm water facilities will be owned by Grantor, his heirs, personal representatives, successors and assigns.

2. All drainage courses, swales, storm water inlets, pipes, conduits, detention basins and other storm water facilities shall be installed, constructed and maintained by Grantor, his heirs, personal representatives, successors and assigns, in a first-class condition in conformance with the Final Plan, as approved by the Borough Council, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for of York County, and in compliance with the regulations of the Borough Ordinance and in a manner sufficient to meet or exceed the performance standards and specifications set forth on the Final Plan, as approved by the Borough Council, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for York County. These responsibilities shall include, but not be limited to, the following:
 - a. Liming, fertilizing, seeding and mulching of vegetated channels and all other unstabilized soils or areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection or such similar accepted standard.
 - b. Reestablishment of vegetation by seeding, mulching and use of erosion matting or sodding of scoured areas or areas where vegetation has not been successfully established.
 - c. Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Borough .
 - d. Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways and thus reducing their capacity.
 - e. Regular inspection of the areas in question to assure proper maintenance and care.
 - f. All pipes, swales and detention facilities shall be kept free of any debris or other obstruction, including ice and snow.

Grantor, his heirs, personal representatives, successors and assigns, shall be responsible for performing the foregoing maintenance.

3. Grantor, for himself, his heirs, personal representatives, successors and assigns, agrees that the failure to maintain all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, and other storm water management facilities in a first-class condition in conformance with this Agreement, the Borough Ordinance and the Final Plan, as approved by the Borough Council, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for York County, shall constitute a nuisance and shall be abatable by the Borough as such.
4. Grantor, for himself, his heirs, personal representatives, successors and assigns, authorize the Borough, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the storm water facilities.
5. The Borough may require that Grantor, and assigns or any future owner or occupier of the

Premises or any part thereof, take such corrective measures as the Borough may deem reasonably necessary to bring the Premises into compliance with this Agreement, with the Borough Ordinance, and with the Final Plan, as approved by the Borough Council, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for York County.

6. Upon the failure of the owner or occupier of the Premises or any part thereof to comply with the terms of this Storm Water Management Agreement or to take corrective measures following reasonable notice from the Borough, the Borough, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement, with the Borough Ordinance and with the Final Plan, as approved by the Borough Council, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for York County, including, but not limited to, the removal of any blockage or obstruction from drainage pipes and swales, and may charge the cost thereof to Grantor, his heirs, personal representatives, successors and assigns, or any owner of the Premises or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof.
7. If ownership or maintenance responsibility of the storm water management facilities is assigned to a home owners' association, condominium unit owners' association, or similar entity, the Borough shall be notified. If such association fails to properly maintain the storm water management facilities, the Borough shall have the same rights granted to municipalities under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, with reference to maintenance of common open space, to maintain the storm water management facilities. Any association so formed shall enter into an agreement with the Borough recognizing its duties and the Borough's rights under this Agreement.
8. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Borough, and all other property owners affected by the storm water facilities, the perpetual right, privilege and easement for the draining of storm water in and through the drainage courses, swales, storm water inlets, pipes, conduits, detention basins and other storm water facilities depicted on the plan or plans submitted to the Borough or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the storm water facilities.
9. Grantor agrees to indemnify the Borough and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the storm water facilities.

10. Grantor's personal liability under this Agreement shall cease at such time as (a) all storm water management facilities have been constructed in accordance with the specifications of the Felton Borough Subdivision and Land Development Ordinance and the approved plans; (b) the storm water management facilities have been inspected and approved by the Borough Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Borough ; and (d) Grantor has transferred all lots to be created from the Premises to third parties. Notwithstanding the foregoing, Grantor's personal liability shall continue for any violations of this Agreement and Declaration of Easement which occurred during the time that Grantor owned the Premises or any lot created from the Premises or in the event the storm water management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.
11. It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or any lot created from the Premises, and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Agreement and Declaration of Easement which occurred during the period in which an owner held title.
12. This Agreement and Declaration of Easement shall be binding upon the Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises or any part thereof and is intended to be recorded in order to give notice to future owners of the Premises of their duties and responsibilities with respect to the storm water facilities. Grantor shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.
13. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Borough .
14. When the sense so requires, words of any gender used un this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

BOROUGH OF FELTON

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President Borough Council

[BOROUGH SEAL]

(Individual Developer)

Witness:

(Signature of Individual) (SEAL)

Trading and doing business as:

(Partnership Developer*)

Witness:

(Name of Partnership)

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

*All Partners must execute this Agreement

(Corporation Developer)

(Name of Corporation)

ATTEST:

By: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE

SEAL]

(BOROUGH ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this ____ day of _____, 20____, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared _____, who acknowledged ____self to be (Vice) President of the Borough Council of the Borough of Felton, York County, Pennsylvania, and that _____, as such officer, being authorized to do so, executed the foregoing Storm Water Management Agreement and Declaration of Easement, for the purposes therein contained, by signing the name of such Borough by _____ self as such officer.

IN WITNESS WHEREOF, I set my hand and official seal.

Notary Public

My commission expires:

(INDIVIDUAL DEVELOPER ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this the ____ day of _____, 20____, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named _____, known to me, (or satisfactorily proven) to be the person whose name is subscribed on the within instrument and acknowledged the foregoing Storm Water Management Agreement and Declaration of Easement to be act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My commission expires:

JOINDER BY MORTGAGEE

_____ ("Mortgagee") as holder of a certain mortgage on the within-described Premises, which mortgage, in the amount of \$_____, is dated _____, 19__/20__, and is recorded or is about to be recorded in the Recorder of Deeds Office in and for York County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Storm Water Management Agreement and Declaration of Easement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this _____ day of _____, 20__.

(Name of Mortgagee)

ATTEST: _____

By: _____

[SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

Notary Public

Felton Borough Subdivision and Land Development Ordinance

CONSENT AND JOINDER OF HOMEOWNERS' ASSOCIATION

The undersigned hereby consents to and joins in the attached Storm Water Management Agreement and Declaration of Easement (the "Agreement"). The undersigned shall maintain all storm water management facilities in accordance with the terms and provisions of the Agreement and in accordance with any separate Declaration of Restrictions. The undersigned specifically agrees that the Borough shall have the rights referred to in Paragraph 7 of the Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, hereby consents to and joins in the Agreement.

(Name of Homeowners' Association or similar entity)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

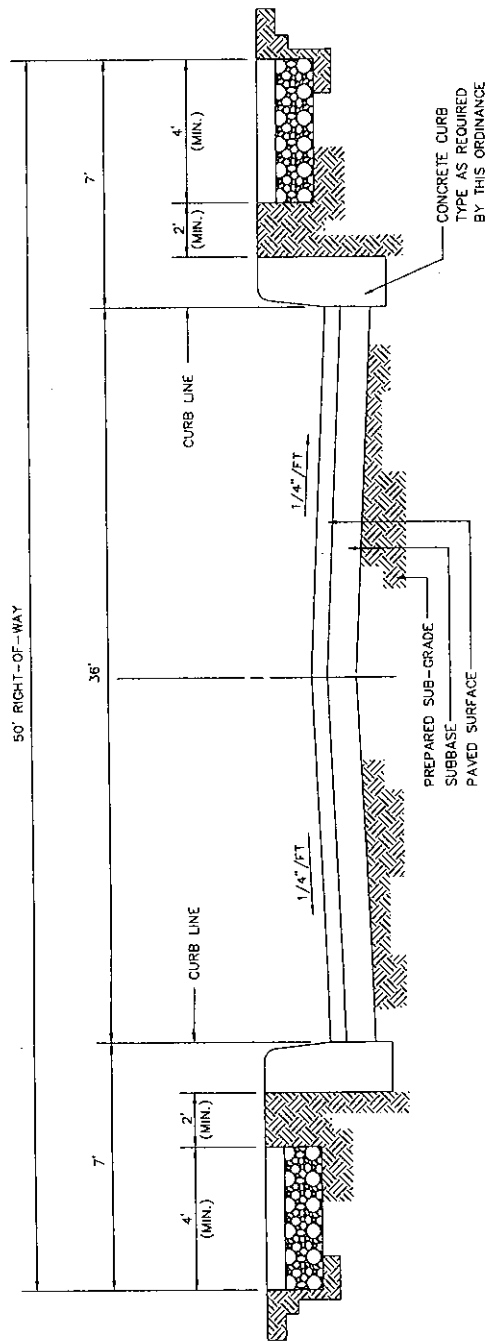
[SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged ____self to be the _____ of _____, a nonprofit corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as _____.

Notary Public

My commission expires: _____



TYPICAL LOCAL STREET CROSS SECTION

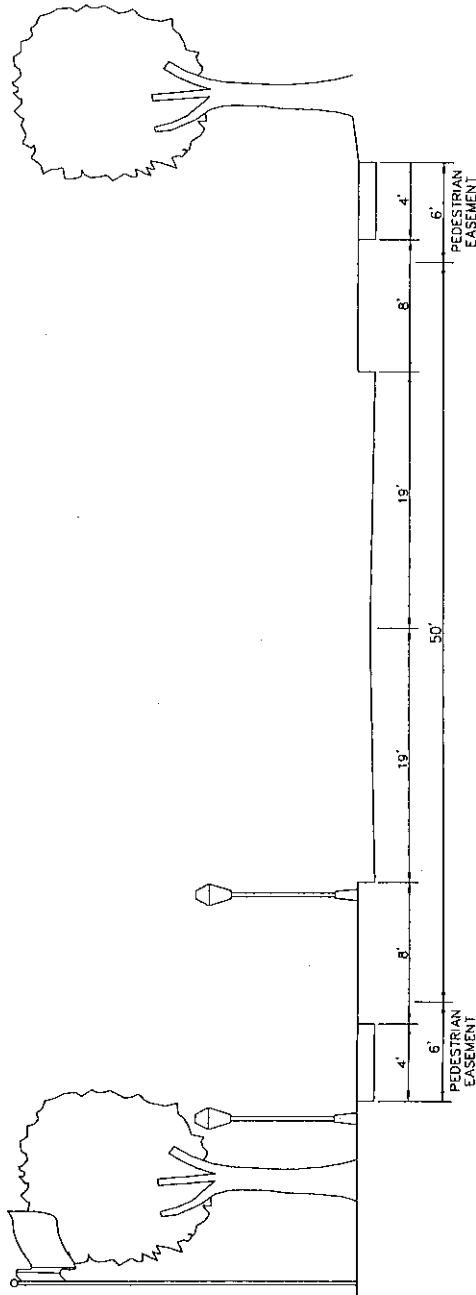
NOT TO SCALE

- NOTES:
1. ALL AREAS ADJACENT TO CURBS, INLETS, MANHOLE COVERS ETC., ARE TO BE SEALED WITH PG 64-22 FOR A DISTANCE OF TWELVE (12) INCHES FROM THE CURB, ETC.
 2. THE BOROUGH OR THEIR AGENT SHALL INSPECT ALL WORK IN ACCORDANCE WITH THIS ORDINANCE.
 3. MATERIALS, EQUIPMENT AND METHODS SHALL CONFORM TO PENNDOT PUBL. 408, CURRENT VERSION.
 4. VIBRATORY ROLLER REQUIRED FOR COMPACTION OF BITUMINOUS MATERIAL.
 5. STORM SEWER INLETS SHALL BE PENNDOT TYPE-C IN ALL CURBED STREETS.

STREET CONSTRUCTION MATERIALS

BASE COURSE	PAVED SURFACE
6" 2A STONE, SUPERPAVE BASE COURSE, PG 64-22, 0.0/0.3 ESALS, 4" OF 250 mm MIX AND 2" OF 19.0 mm MIX	SUPERPAVE WEARING COURSE, PG 64-22, 0.0/0.3 ESALS, 1.5" OF 9.5 mm MIX

*NOTE: ALL DEPTHS IN TABLE ABOVE REPRESENT COMPACTED MATERIAL DEPTH.



STREET SECTION FOR COLLECTOR STREET

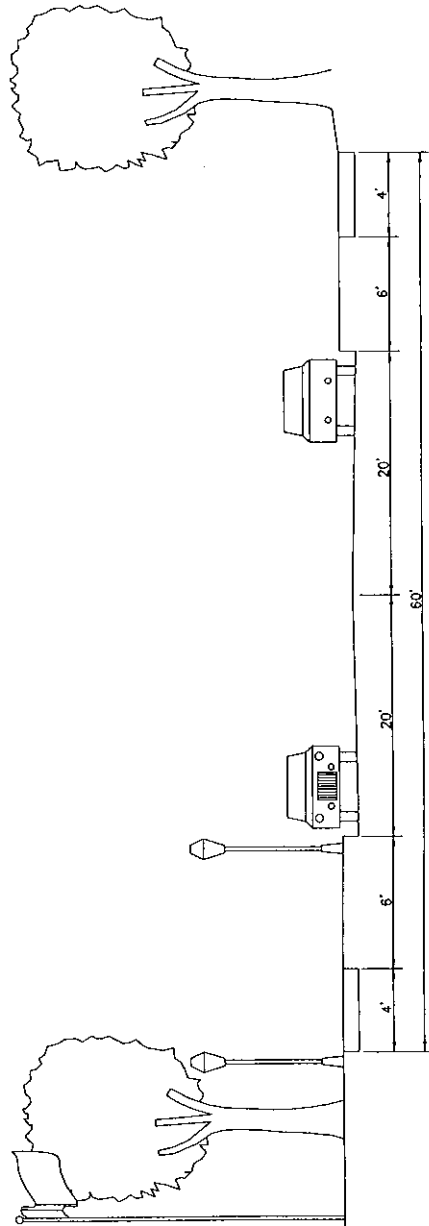
NOT TO SCALE

STREET CONSTRUCTION MATERIALS

BASE COURSE	PAVED SURFACE
5" 2A STONE. SUPERPAVE BASE COURSE. PG 64-22, 0.0/0.3 ESALS. 4" OF 250 mm MIX AND 2" OF 19.0 mm MIX	SUPERPAVE WEARING COURSE. PG 64-22, 0.0/0.3 ESALS. 1.5" OF 9.5 mm MIX

*NOTE: ALL DEPTHS IN TABLE ABOVE REPRESENT COMPACTED MATERIAL DEPTH. ESALS AND SRL SHALL BE BASED UPON TRAFFIC DATA.

- NOTES:
1. ALL AREAS ADJACENT TO CURBS, INLETS, MANHOLE COVERS ETC., ARE TO BE SEALED WITH PG 64-22 FOR A DISTANCE OF TWELVE (12) INCHES FROM THE CURB, ETC.
 2. THE BOROUGH OR THEIR AGENT SHALL INSPECT ALL WORK IN ACCORDANCE WITH THIS ORDINANCE.
 3. MATERIALS, EQUIPMENT AND METHODS SHALL CONFORM TO PennDOT PUBL. 408, CURRENT VERSION.
 4. VIBRATORY ROLLER REQUIRED FOR COMPACTION OF BITUMINOUS MATERIAL.
 5. STORM SEWER INLETS SHALL BE PennDOT TYPE-C IN ALL CURBED STREETS.



STREET SECTION FOR ARTERIAL STREET

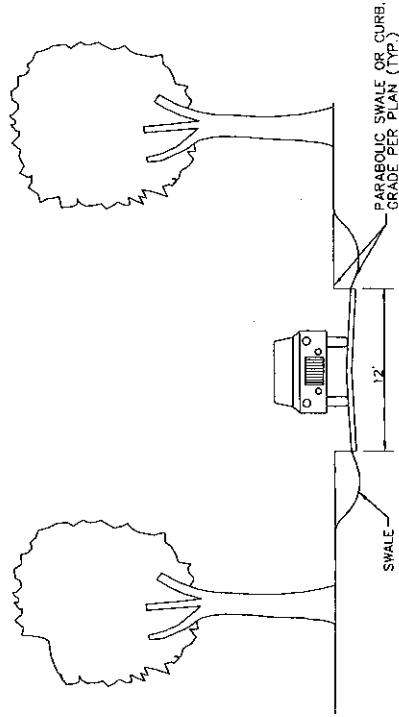
NOT TO SCALE

STREET CONSTRUCTION MATERIALS

BASE COURSE	PAVED SURFACE
6" 2A STONE SUPERPAVE BASE COURSE, PG 64-22, 0.0/0.3 ESALs, 2" OF 23.0 mm MIX AND 2" OF 19.0 mm MIX	SUPERPAVE WEARING COURSE, PG 64-22, 0.0/0.3 ESALs, 1.5" OF 9.5 mm MIX

*NOTE: ALL DEPTHS IN TABLE ABOVE REPRESENT
COMPACTED MATERIAL DEPTH. ESALs AND SRL SHALL BE
BASED UPON TRAFFIC DATA.

- NOTES:
1. ALL AREAS ADJACENT TO CURBS, INLETS, MANHOLE COVERS
ETC., ARE TO BE SEALED WITH PG 64-22, FOR A DISTANCE OF
TWELVE (12) INCHES FROM THE CURB, ETC.
 2. THE BOROUGH OR THEIR AGENT SHALL INSPECT ALL WORK IN
ACCORDANCE WITH THIS ORDINANCE.
 3. MATERIALS, EQUIPMENT AND METHODS SHALL CONFORM TO
PENNDOT PUBL. 408, CURRENT VERSION.
 4. VIBRATORY ROLLER REQUIRED FOR COMPACTION OF BITUMINOUS
MATERIAL.
 5. STORM SEWER INLETS SHALL BE PENNDOT TYPE-C IN ALL CURBED
STREETS.



STREET SECTION FOR ALLEY (SERVICE, OR MARGINAL ACCESS STREET)

NOT TO SCALE

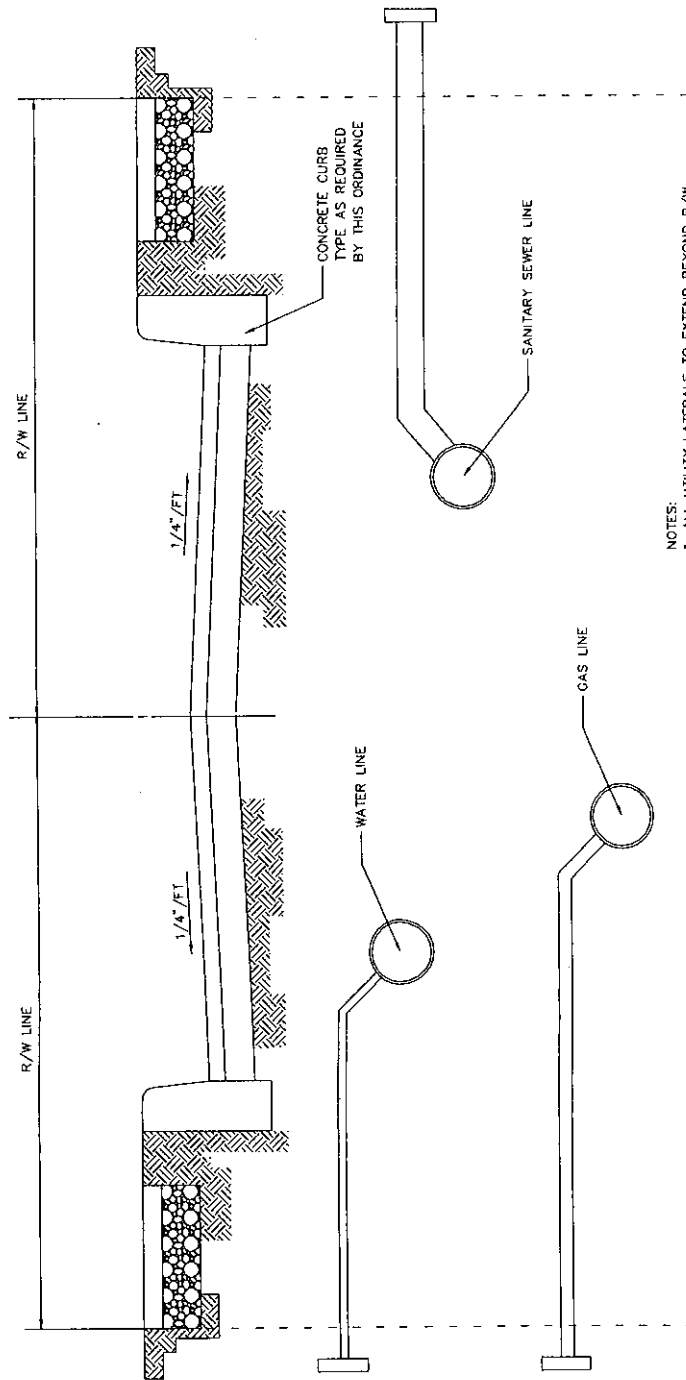
STREET CONSTRUCTION MATERIALS

BASE COURSE	PAVED SURFACE
6" 2A STONE SUPERPAVE BASE COURSE, PG 64-22, 0.0/0.3 ESALS, 4" OF 25.0 mm OR 19.0 mm MIX	SUPERPAVE WEARING COURSE, PG 64-22, 0.0/0.3 ESALS, 1.5" OF 9.5 mm MIX

*NOTE: ALL DEPTHS IN TABLE ABOVE REPRESENT
COMPACTED MATERIAL DEPTH.

NOTES:

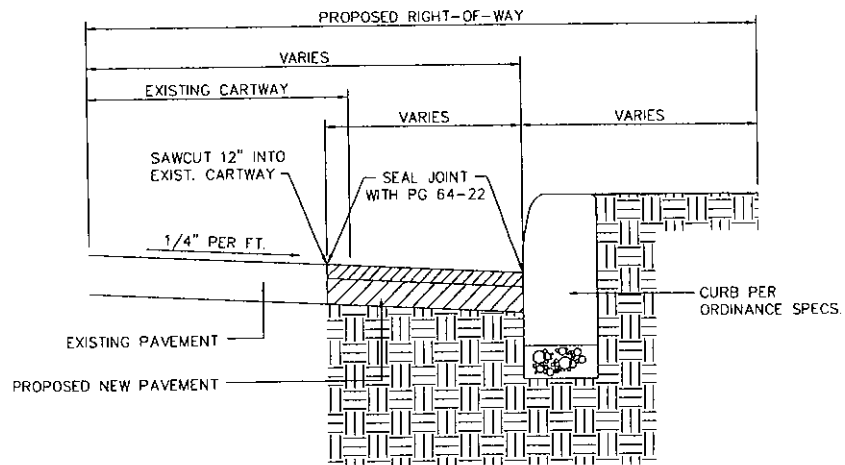
1. ALL AREAS ADJACENT TO CURBS, INLETS, MANHOLE COVERS ETC., ARE TO BE SEALED WITH PG 64-22 FOR A DISTANCE OF TWELVE (12) INCHES FROM THE CURB, ETC.
2. THE BOROUGH OR THEIR AGENT SHALL INSPECT ALL WORK IN ACCORDANCE WITH THIS ORDINANCE.
3. MATERIALS, EQUIPMENT AND METHODS SHALL CONFORM TO PENNDOT PUBL. 408, CURRENT VERSION.
4. VIBRATORY ROLLER REQUIRED FOR COMPACTION OF BITUMINOUS MATERIAL.
5. STORM SEWER INLETS SHALL BE PENNDOT TYPE-C IN ALL CURBED STREETS.
6. MARSHALL MIX PAVING MAY BE USED IN LIEU OF SUPERPAVE MATERIALS.



NOTES:
1. ALL UTILITY LATERALS TO EXTEND BEYOND R/W.

TYPICAL UTILITY INSTALLATION

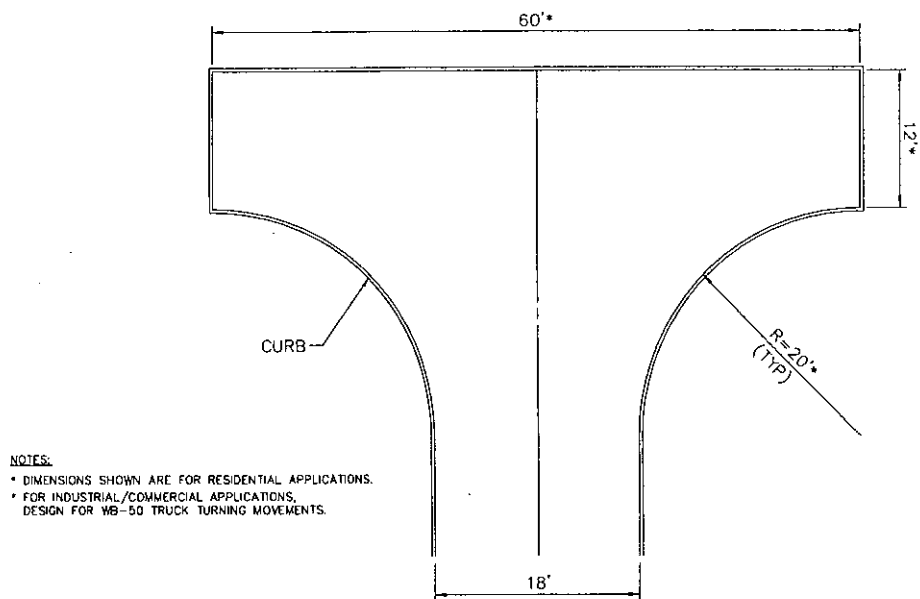
NOT TO SCALE



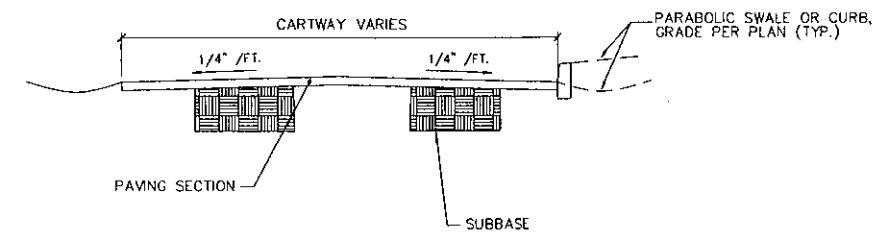
ROAD WIDENING DETAIL

NOT TO SCALE

REV:



"T"-SHAPED TURN-AROUND
(FOR SPECIAL PURPOSE STREETS AND ALLEYS)

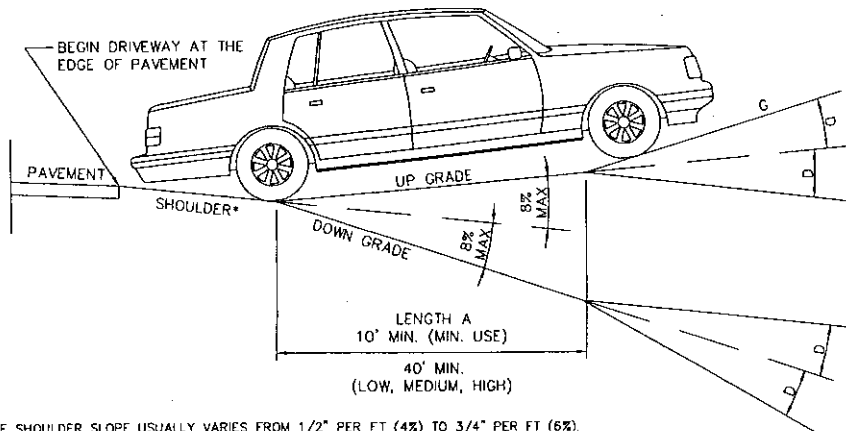
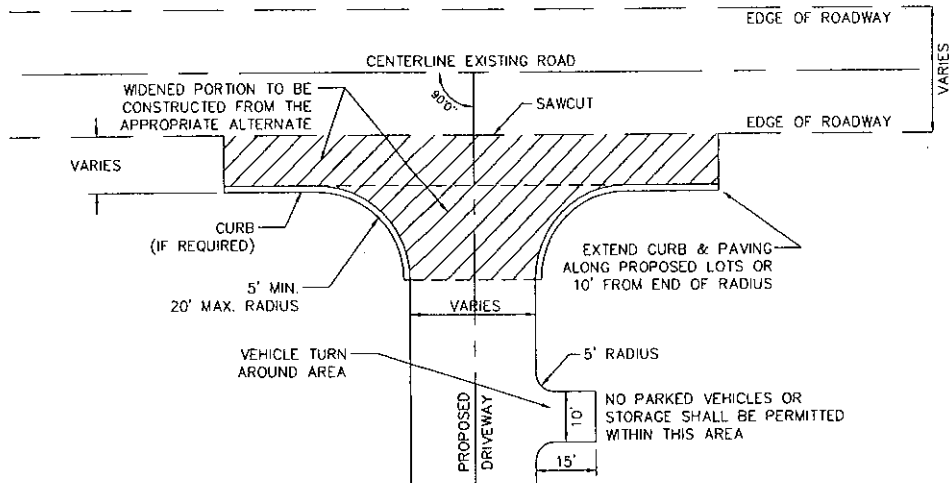


TYPICAL ACCESS DRIVE
CROSS SECTION
NOT TO SCALE

ACCESS DRIVE CONSTRUCTION MATERIALS

BASE COURSE	PAVED SURFACE
6" 2A STONE, SUPERPAVE BASE COURSE, PG 64-22, 0.0/0.3 ESALs, 4" OF 25.0 mm MIX AND 2" OF 19.0 mm MIX	SUPERPAVE WEARING COURSE, PG 64-22, 0.0/0.3 ESALs, 1.5" OF 9.5 mm MIX

*NOTE: ALL DEPTHS IN TABLE ABOVE REPRESENT
COMPACTED MATERIAL DEPTH.



*THE SHOULDER SLOPE USUALLY VARIES FROM 1/2" PER FT (4%) TO 3/4" PER FT (6%). HOWEVER, THE SHOULDER SLOPE SHOULD BE MAINTAINED WHEN CONSTRUCTING THE DRIVEWAY.

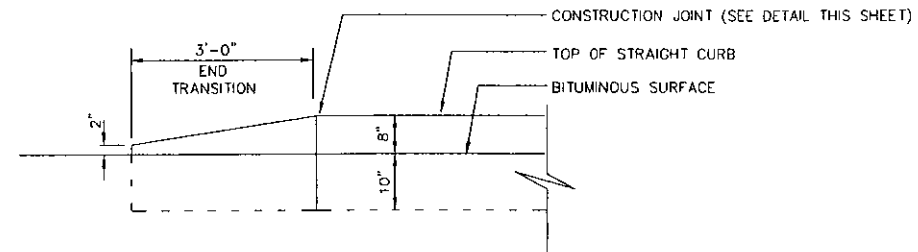
FOR GRADE CHANGES GREATER THAN THOSE SHOWN ABOVE, VERTICAL CURVES AT LEAST 10 FEET LONG SHALL BE CONSTRUCTED AND LENGTH "A" SHALL BE INCREASED.

GRADES (G) SHALL BE LIMITED TO 15% FOR MINIMUM USE OF DRIVEWAYS AND FROM FIVE PERCENT TO EIGHT PERCENT FOR LOW, MEDIUM OR HIGH VOLUME DRIVEWAYS WITHIN THE RIGHT-OF-WAY.

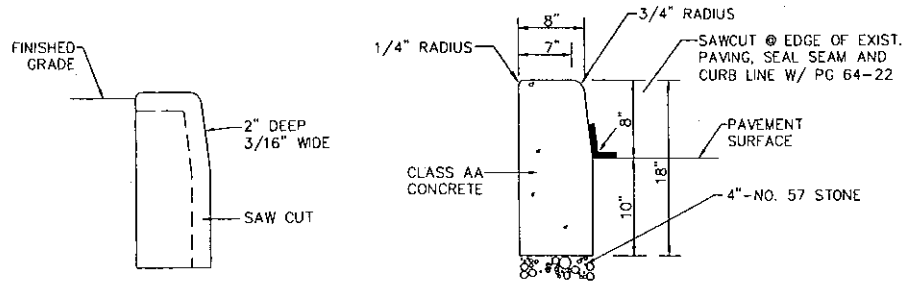
TYPICAL DRIVEWAY
NOT TO SCALE
REV.

	MAXIMUM GRADE CHANGE (D)	
	DESIRABLE	MAXIMUM
HIGH VOLUME DRIVEWAY	0%	±3%
MEDIUM VOLUME DRIVEWAY	±3%	±6%
LOW VOLUME DRIVEWAY	±6%	

CONTROLLED BY
VEHICLE CLEARANCE

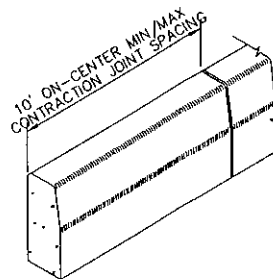


TYPICAL CURB END
NOT TO SCALE



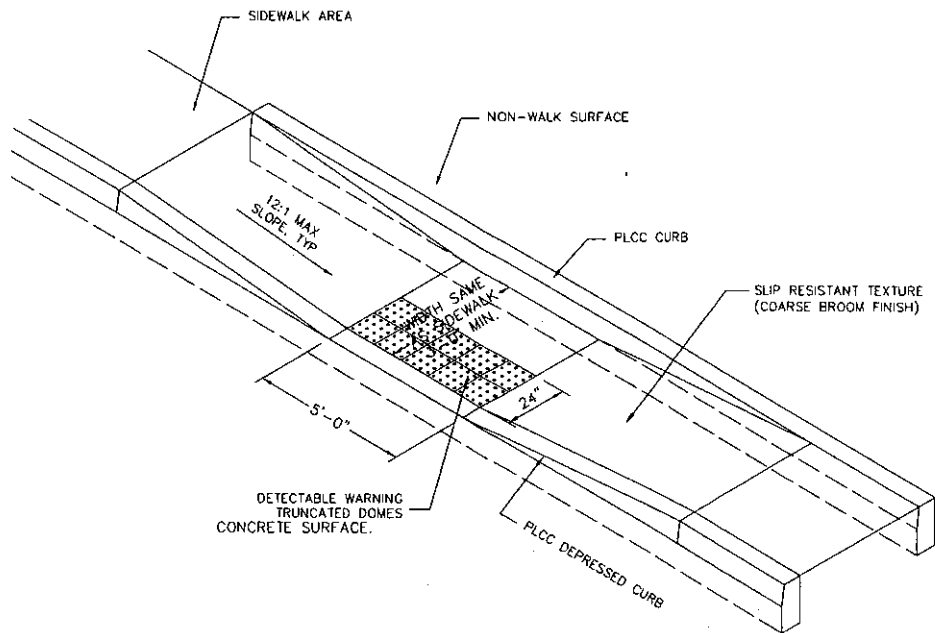
CONTRACTION JOINT

TYPICAL CROSS SECTION



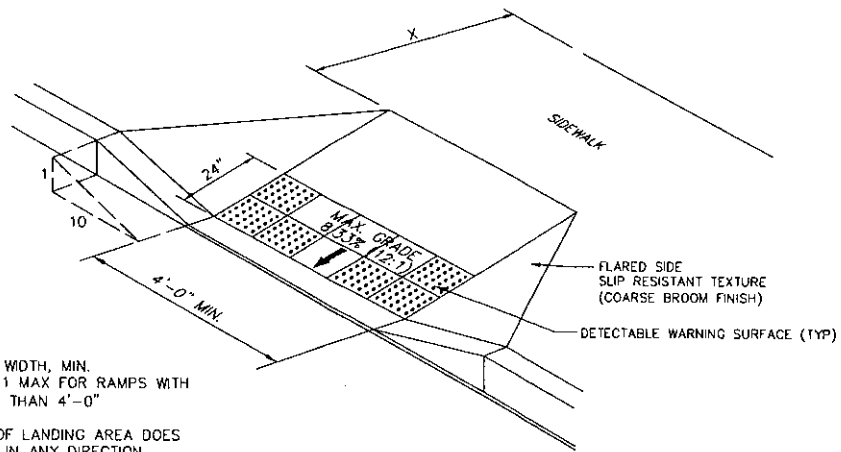
PLAIN CEMENT CONCRETE CURB

TYPICAL VERTICAL CURB DETAIL
NOT TO SCALE



TYPE 2 CURB RAMP

NOT TO SCALE



TYPE 1 CURB RAMP

NOT TO SCALE

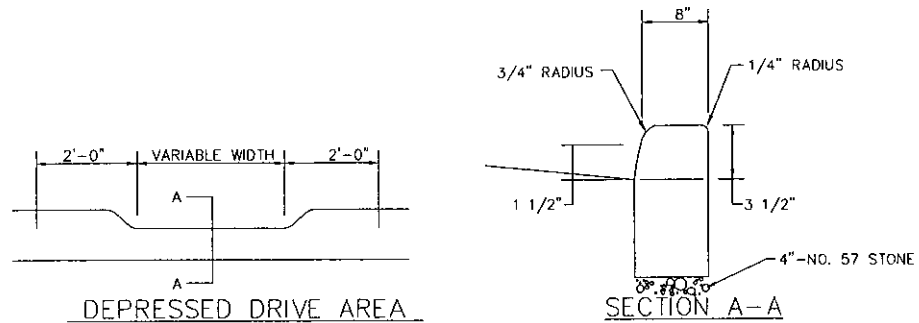
NOTE:

*4'-0" LANDING WIDTH, MIN.
SIDE FLARES 12:1 MAX FOR RAMPS WITH
A LANDING LESS THAN 4'-0"

*CROSS SLOPE OF LANDING AREA DOES
NOT EXCEED 2% IN ANY DIRECTION.

NOTE:

THESE ARE MINIMUM STANDARDS. ALL CURB RAMPS
SHALL COMPLY WITH ALL LATEST ADA REQUIREMENTS.



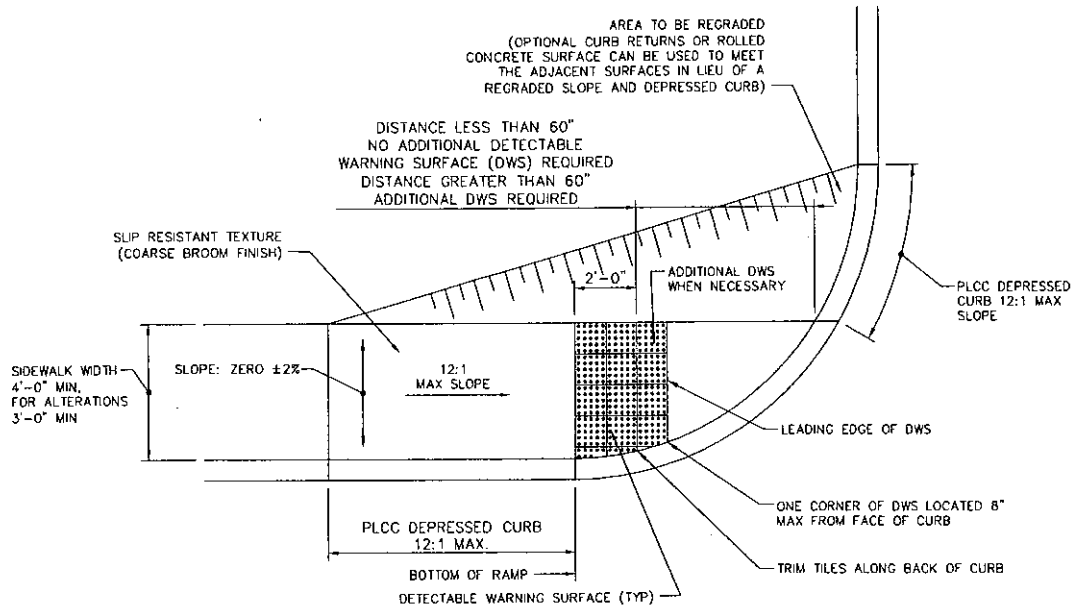
DEPRESSED DRIVE AREA

SECTION A-A

DEPRESSED CURB DETAIL

NOT TO SCALE

REV.

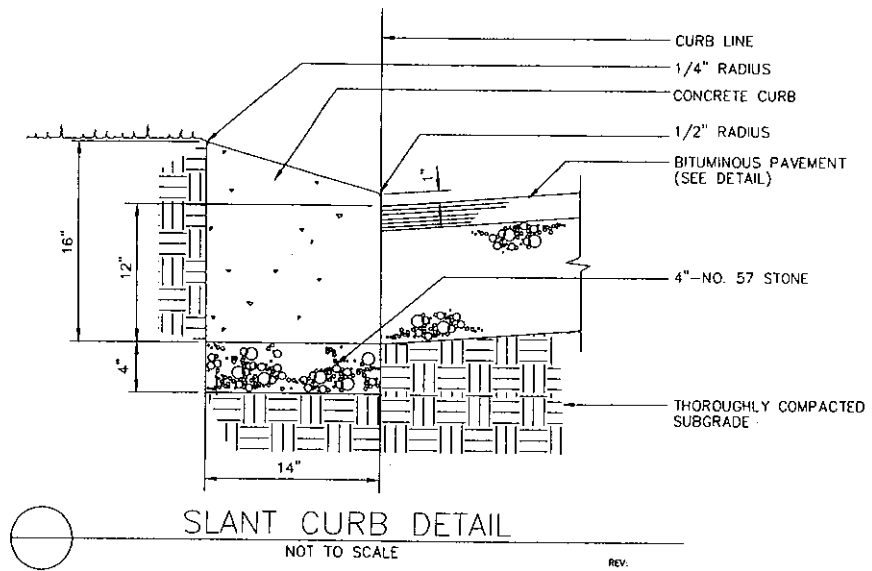


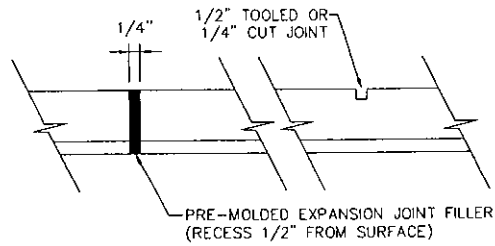
TYPE 1A CURB RAMP

NOT TO SCALE

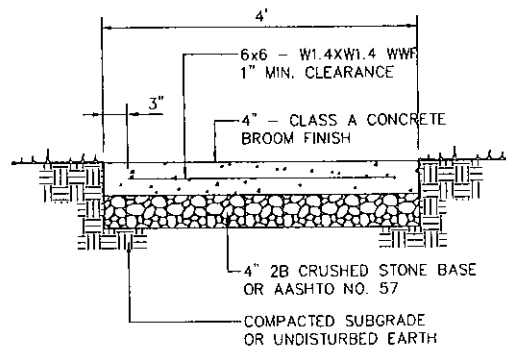
CU/CU020

NOTE:
THESE ARE MINIMUM STANDARDS. ALL CURB RAMPS
SHALL COMPLY WITH ALL LATEST ADA REQUIREMENTS.





TYPICAL EXPANSION & CONTRACTION JOINTS



NOTES:

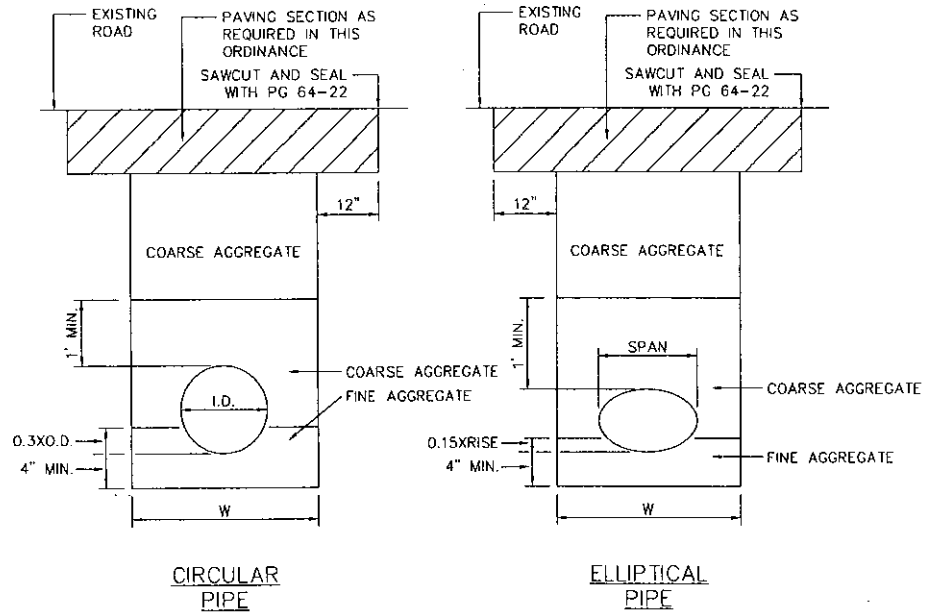
1. EXPANSION JOINTS LOCATED AT 20' O.C.
2. TOOLED JOINTS LOCATED AT 5' O.C.
3. SIDEWALK IS TO BE LIGHT BROOM FINISHED IN DIRECTION OF SIDEWALK WIDTH.
4. ALL SIDEWALKS TO HAVE A 2% CROSS SLOPE.



CONCRETE SIDEWALK DETAIL

NOT TO SCALE

REV.



TRENCH RESTORATION DETAILS – STREETS

NOT TO SCALE

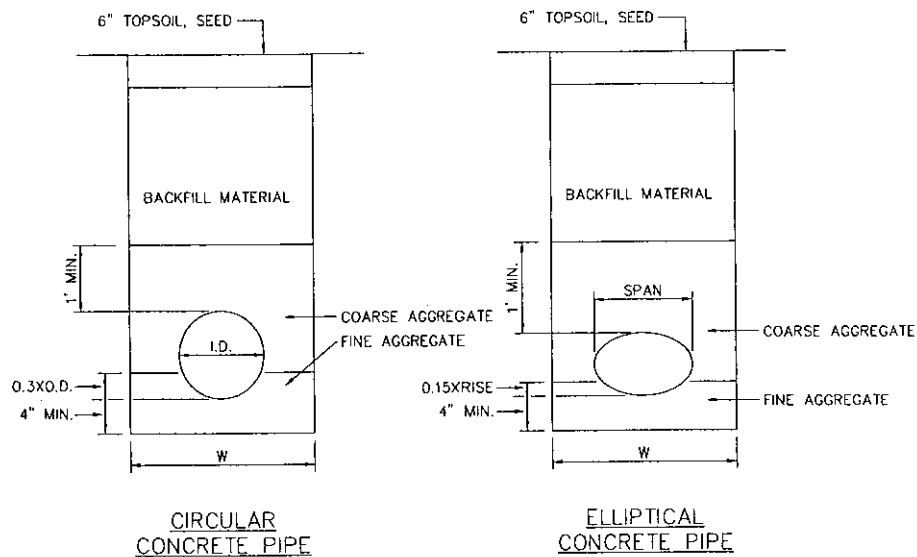
WIDTH

W=TRENCH WIDTH — $\begin{cases} 2.0 \text{ FT.} + \text{O.D. FOR PIPES OR PIPE ARCHES 48" AND LESS I.D. OR SPAN} \\ 2.5 \text{ FT.} + \text{O.D. FOR PIPES OR PIPE ARCHES GREATER THAN 48" I.D. OR SPAN} \\ \text{AS SPECIFIED BY BOROUGH OR AUTHORITY} \end{cases}$

1. FINE AGGREGATE SHALL BE AASHTO NO. 8 STONE.
2. COARSE AGGREGATE SHALL BE SUBBASE MATERIAL, NO. 2A, OR AS SPECIFIED.
3. OR BACKFILL MATERIAL AS SPECIFIED BY BOROUGH OR AUTHORITY.

COMPACTION REQUIREMENTS

1. THOROUGHLY COMPACT EACH LAYER OF BACKFILL WITH MECHANICAL TAMPERS OR BY OTHER ACCEPTABLE METHODS FOR THE FULL TRENCH WIDTH.
2. COMPACT TO NOT LESS THAN 100% OF THE DETERMINED DRY WEIGHT DENSITY OF THE BACKFILL MATERIAL.



TRENCH RESTORATION DETAILS – LAWN AREAS

NOT TO SCALE

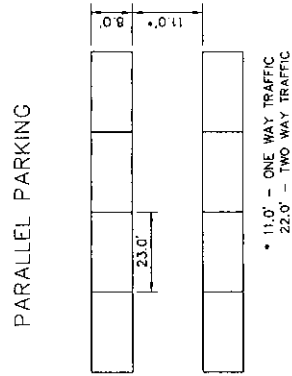
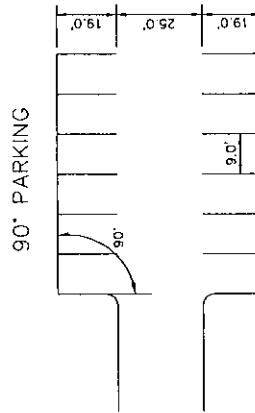
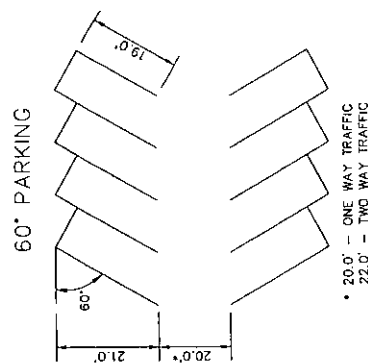
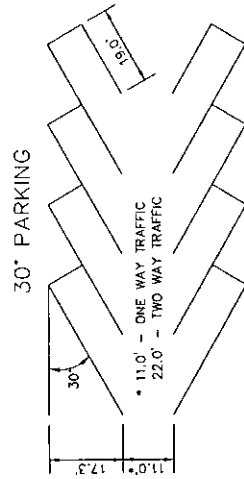
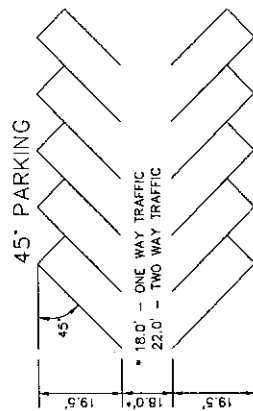
WIDTH

W=TRENCH WIDTH — $\begin{cases} 2.0 \text{ FT.} + \text{O.D. FOR PIPES OR PIPE ARCHES 48" AND LESS I.D. OR SPAN} \\ 2.5 \text{ FT.} + \text{O.D. FOR PIPES OR PIPE ARCHES GREATER THAN 48" I.D. OR SPAN} \\ \text{AS SPECIFIED BY BOROUGH OR AUTHORITY} \end{cases}$

1. FINE AGGREGATE SHALL BE AASHTO NO. 8 STONE.
2. COARSE AGGREGATE SHALL BE SUBBASE MATERIAL, NO. 2A, OR AS SPECIFIED.
3. OR BACKFILL MATERIAL AS SPECIFIED BY BOROUGH OR AUTHORITY.

COMPACTION REQUIREMENTS

1. THOROUGHLY COMPACT EACH LAYER OF BACKFILL WITH MECHANICAL TAMPERS OR BY OTHER ACCEPTABLE METHODS FOR THE FULL TRENCH WIDTH.
2. COMPACT TO NOT LESS THAN 100% OF THE DETERMINED DRY WEIGHT DENSITY OF THE BACKFILL MATERIAL.



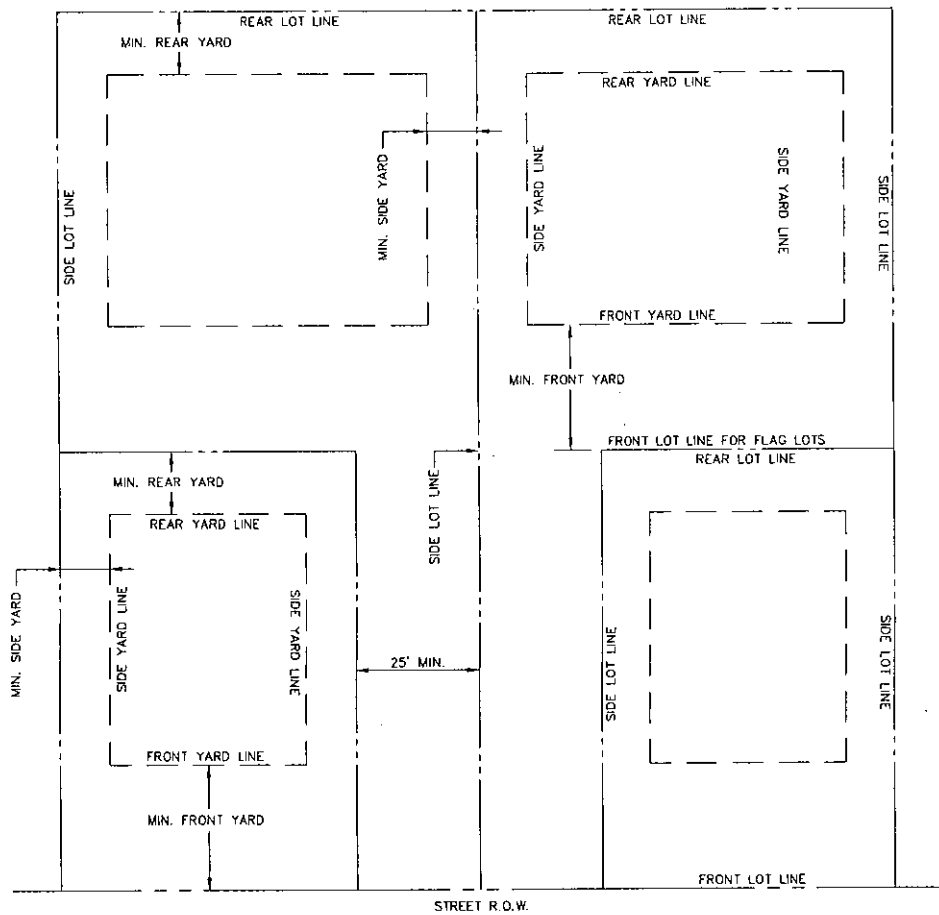
PARKING LOT MINIMUM CONSTRUCTION MATERIALS

BASE COURSE	PAVED SURFACE
6" 2A STONE, SUPERPAVE BASE COURSE, PG 64-22, 0.0/0.3 ESALS, 2" OF 19.0 mm MIX	SUPERPAVE WEARING COURSE, PG 64-22, 0.0/0.3 ESALS, 1.5" OF 9.5 mm MIX

*NOTE: ALL DEPTHS IN TABLE ABOVE REPRESENT
COMPACTED MATERIAL DEPTH.

PARKING SPACES

NOT TO SCALE



TYPICAL FLAG LOT DETAIL

NOT TO SCALE

REV:

Minimum Safe Sight Stopping Distance Chart

Roadway Grade (Percent)

Posted Speed Limit (MPH)	Roadway Grade (Percent)																				
	0	1	-1	2	-2	3	-3	4	-4	5	-5	6	-6	7	-7	8	-8	9	-9	10	-10
5	21	21	21	21	21	21	21	21	22	21	22	21	22	21	22	21	22	21	22	20	23
10	48	48	48	47	49	47	49	47	50	46	50	46	51	46	51	46	52	45	53	45	53
15	80	79	81	79	82	78	83	77	84	77	85	76	86	75	88	75	89	74	91	74	93
20	118	117	119	115	121	114	123	113	125	112	127	111	129	110	131	109	134	108	137	107	140
25	161	159	164	157	166	155	169	153	172	151	175	150	179	148	182	147	187	145	191	144	196
30	210	207	214	204	217	201	221	198	226	196	230	194	235	191	241	189	247	187	253	185	260
35	265	260	269	256	274	252	280	249	286	245	292	242	299	239	306	236	314	233	323	231	333
40	325	319	331	314	337	309	345	304	352	299	360	295	369	291	379	287	389	284	401	280	414
45	390	383	398	376	406	370	415	364	425	358	435	353	447	348	459	343	472	338	487	334	503
50	462	453	471	444	481	436	492	429	504	422	517	415	531	409	546	403	563	397	581	392	600
55	538	527	550	517	562	508	576	499	590	490	605	482	622	475	641	467	660	461	682	454	706
60	621	608	634	596	649	584	665	573	682	563	701	554	721	545	742	536	766	528	792	521	821
65	708	693	725	679	742	666	760	653	781	641	802	630	826	620	851	609	879	600	910	591	943

Based on
the following
formula --->

$$SSSD = 1.47 \times V \times t + V^2$$

$$30 \times (f \pm g)$$

**FELTON BOROUGH SUBDIVISION AND LAND DEVELOPMENT
- ORDINANCE CHECKLIST**

This insert is provided with the Subdivision Ordinance as a guideline for applicants. It is not meant to be all-inclusive and should not be substituted for a thorough reading and understanding of the Ordinance.

Please note: Felton Borough requires a standard plan format be used for all plans. Most plans will require an existing features page and existing features screened onto the proposed features page. Non conformance with these requirements will be an automatic rejection of the submission.

If you have any questions, please contact the Borough at (717) 246-6493. No calls may be made to the Borough Engineer until engineering escrow is provided.

Borough Reviewing Engineer is RETTEW (717) 394-3721.

GENERAL

- ☐ Standard Plan Format
- ☐ Existing Features Page
- ☐ Proposed Features Page(s) with Existing Features screened
- ☐ Application Form and Fee
- ☐ Name and Address of owner of tract or developer
- ☐ Name, Address and Phone number of Plan Preparer
- ☐ Notice of plan filing with YCPC and Borough Engineer
- ☐ Plan File Number and Date, Revision Box
- ☐ Location Map and North Arrow
- ☐ Source of Title - Deed Book and Page
- ☐ York County Assessment Office Account Number
- ☐ Tax Map, Block and Parcel Number
- ☐ Zoning Information including Zoning Hearing Board Decisions
- ☐ Scale - 1 inch = 10, 20, 30, 40, 50 feet
- ☐ Bearings and Distances
- ☐ Paper, 18" x 22" or 24" x 36"
- ☐ Total Acreage of Existing Lot

- ☐ Existing Lot Line Markers
- ☐ Adjacent Landowners including Source of Title and recording reference for plans of record
- ☐ Contours
- ☐ All Physical Features located upon or within 200 feet of subject tract including, but not limited to: streets, rights-of-ways, sewer, water, buildings and structures, significant topographical features, on-lot septic and well, storm water facilities, tree masses, prime soils, underlying geology, floodplains, PNDI, Natural Habitat, Archeology sites, etc.
- ☐ Building Setback and Building Envelope
- ☐ Location, size, and finished grade of all proposed buildings or structures
- ☐ Location, size, grades, etc. of all proposed improvements including, but not limited to: streets, access drives, storm sewers, sanitary sewers, water supply, etc.
- ☐ Certifications, Notifications and Reports

