

# **Thompson Township**

## **Subdivision and Land Development Ordinance**

### **Appendices and Figures**

**Enacted:** \_\_\_\_\_

**Revised:** \_\_\_\_\_

**Township Office**

**1298 Big Cove Tannery Road**

**Big Cove Tannery, PA 17212**

**(717) 294-3891**

# Thompson Township Subdivision and Land Development Ordinance

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# Thompson Township Subdivision and Land Development Ordinance

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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 Thompson Township Subdivision and Land Development Ordinance.

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

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

## **CERTIFICATION OF SURVEY ACCURACY**

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

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

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

## STORM DRAINAGE PLAN CERTIFICATION

I hereby certify that, to the best of my knowledge, the storm drainage facilities shown and described hereon are designed in conformance with the Thompson Township Subdivision and Land Development Ordinance.

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

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

## **CARBONATE GEOLOGY CERTIFICATION**

I \_\_\_\_\_, hereby certify that the proposed detention basin is not underlain by carbonate geology.

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

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

**(INDIVIDUAL)**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF FULTON**

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 \_\_\_\_\_, 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 FULTON**

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 \_\_\_\_\_, 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 FULTON**

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

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

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

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

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

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

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

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

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

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

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

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

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

## THOMPSON TOWNSHIP ENGINEER REVIEW CERTIFICATE

Reviewed by the Thompson Township Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20  
—

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

\* Signature of the Thompson Township Engineer.

**THOMPSON TOWNSHIP PLANNING COMMISSION REVIEW  
CERTIFICATE**

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

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

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

## **FULTON COUNTY PLANNING COMMISSION REVIEW CERTIFICATE**

The Fulton 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 FCPC File No. \_\_\_\_\_. This certificate does not indicate approval or disapproval of the plan by the Fulton County Planning Commission, and the Commission does not represent nor guarantee that this plan complies with the various ordinances, rules, regulations, or laws of the local municipality, the Commonwealth or the Federal government.

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

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

## **RECORDER OF DEEDS CERTIFICATE**

Recorded in the office for Recording of Deeds, in and for Fulton County, Pennsylvania, in Subdivision Plat Number \_\_\_\_\_. Witness by hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_Recorder

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

TT FILE NO. \_\_\_\_\_

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

The undersigned hereby applies for approval under the Thompson Township 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.



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

FCPC FILE NO: \_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_  
(FOR COMMISSION USE ONLY)

TO: Fulton County Planning Commission  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBJECT: Request for Review of a Subdivision or Land Development Plan, Thompson Township

We do hereby request the Fulton 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):

|     |                  |                                   |
|-----|------------------|-----------------------------------|
| ___ | Sketch Plan      | Municipal Plan No. (if any) _____ |
| ___ | Preliminary Plan | Plan Name: _____                  |
| ___ | Final Plan       |                                   |

Other (specify) \_\_\_\_\_

Name of Landowner(s) \_\_\_\_\_

Address \_\_\_\_\_

Additional Comments \_\_\_\_\_

Signature \_\_\_\_\_

Print Full Name \_\_\_\_\_

Title \_\_\_\_\_

# NOTICE OF ACCEPTANCE OF AN IMPROVEMENT GUARANTEE

DATE: \_\_\_\_\_

Thompson Township Board of Supervisors

**SUBJECT:** Acceptance of Improvement Guarantee

Dear Supervisors:

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 Board of Supervisors 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)           | _____           | _____        | _____                 | _____                    |

|                                     |          |
|-------------------------------------|----------|
| <b>ESTIMATED COST:</b>              | \$ _____ |
| <b>CONTINGENCIES (10%):</b>         | \$ _____ |
| <b>INSPECTION FEE DEPOSIT (5%):</b> | \$ _____ |
| <b>REQUIRED FINANCIAL SECURITY:</b> | \$ _____ |

SIGNATURE OF ENGINEER \_\_\_\_\_

*Seal*

DATE \_\_\_\_\_

**NOTICE OF COMPLETION AND APPROVAL OF  
IMPROVEMENTS**

**DATE:** \_\_\_\_\_

Thompson Township Board of Supervisors

**SUBJECT:** Approval of Improvements

Dear Supervisors:

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

- |  |  |                                       |
|--|--|---------------------------------------|
| <input type="checkbox"/> Roadway Improvements      | <input type="checkbox"/> Storm Sewer Facilities  |                                       |
| <input type="checkbox"/> Sanitary Sewer Facilities | <input type="checkbox"/> Water Supply Facilities | <input type="checkbox"/> Fire Hydrant |
| <input type="checkbox"/> Other (specify) _____     |  |                                       |

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Print Full Name

\_\_\_\_\_ Title

\_\_\_\_\_ Authority of Utility

\_\_\_\_\_ Address

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

# APPLICATION FOR CONSIDERATION OF A MODIFICATION

TT FILE NO. \_\_\_\_\_

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

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

1. Name of Project \_\_\_\_\_
2. Project Location \_\_\_\_\_
3. Name(s) of Applicant (if other than owner) \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_
4. Name of Property Owner(s) \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_
5. Specify section(s) of the Thompson Township 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

# **THOMPSON TOWNSHIP ACCESSORY DWELLING GUIDELINES**

## **PURPOSE**

The Thompson Township Board of Supervisors desires to develop a policy, procedure, and guidelines to assist agricultural landowners with providing accessory dwelling units for immediate family members or farm help, and to provide other landowners with the ability to provide assisted living arrangements for immediate family members in accordance with the provisions of the Thompson Township Subdivision and Land Development Ordinance.

## **BACKGROUND**

The use of accessory dwellings for on-farm use and assisted living continues to increase within Thompson Township. These dwellings generally take the form of a separate dwelling constructed on the site, a mobile home placed on the site, or an addition to an existing dwelling which effectively creates a two-family dwelling. Generally speaking, this process requires some type of approval under the applicable subdivision and land development ordinance.

The Thompson Township Board of Supervisors believe that compliance with all of the requirements of the Thompson Township Subdivision and Land Development Ordinance for the purpose of providing accessory dwellings can be a timely and expensive process as these projects typically have a minimal impact or be of a temporary nature.

The Thompson Township Board of Supervisors hereby adopts these guidelines, by resolution and may be revised from time to time as deemed necessary by the Township, for inclusion within the Appendix of the Thompson Township Subdivision and Land Development Ordinance.

## **PROCEDURE**

Accessory Dwelling Units shall be processed in accordance with the following procedure:

1. The applicant shall prepare a sketch plan and a narrative explaining the proposed use. The plan and narrative needs to be detailed enough to demonstrate compliance with the SALDO and these guidelines.
2. The applicant shall submit the plan and narrative along with a plan preparation modification request in accordance with Sections 308 and 802 of the Thompson Township Subdivision and Land Development Ordinance.
3. The modification request shall be processed in accordance with the procedures outlined in Sections 308 and 802 of the Thompson Township Subdivision and Land Development Ordinance.

4. If deemed appropriate, and at the sole discretion of the Township, the modification request shall be approved subject to the continued compliance with these guidelines and any other conditions the Planning Commission or Board of Supervisors deems necessary to carry out the intent of the Township's ordinances.
5. The Township and the landowner shall enter into a mutually beneficial Agreement, as provided for by the Township, that sets forth the purpose of the accessory dwelling unit, the limitations on the re-use of the accessory dwelling, and the level of and types of approvals necessary for the construction or installation of the accessory dwelling.
6. The Agreement shall be recorded in the office of the Recorder of Deeds. Upon proof of recordation of the Agreement, the applicant shall have the necessary approvals under the Thompson Township Subdivision and Land Development Ordinance for the placement of an accessory dwelling unit.

#### **ACCESSORY DWELLING GUIDELINES**

Accessory Dwelling Units shall be subject to the following guidelines:

1. The accessory dwelling shall comply with the use, lot, area, and setback requirements of the SALDO;
2. The proposed dwelling shall be provided with safe and suitable access and parking that complies with the requirements of applicable Township ordinances;
3. The proposed dwelling shall be served by an adequate water source and an approved method of sewage disposal;
4. The accessory dwelling shall be subject to yearly reviews to insure compliance with the approvals;
5. The landowner shall enter into an agreement with the Township, which shall be recorded, that sets forth the understandings and limitations of the accessory dwelling unit; and,
6. The change in use of the accessory dwelling to any use not specifically approved by the Township shall require additional approvals by the Township, including, but not limited to approval under the Thompson Township Subdivision and Land Development Ordinance.

**IMPROVEMENT GUARANTEE AGREEMENT - LETTER OF CREDIT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and among Thompson Township, 1298 Big Cove Tannery Road, Big Cove Tannery, Fulton County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "Township"; 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 Township requires that security be established to ensure construction in compliance with Township ordinances and resolutions;

**WHEREAS**, the Township The Supervisors have the authority to determine the sufficiency of the developer’s cost agreement with the Pennsylvania Prevailing Wage Act , Act of 1961, P.L. 987, No. 442, as amended; and

**WHEREAS**, Owner is willing to obtain an irrevocable \_\_\_\_\_ for the funds required to complete construction in compliance with the Township ordinances and resolutions;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, 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 Township 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 Township.

**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 I.D.-2W, which shall be completed within \_\_\_\_\_ of the date of execution of this agreement.

**ARTICLE III:** The Township, 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 Township. The owner shall reimburse Township for all inspection fees incurred by Township according to the fee schedule adopted by the Township. Such reimbursement shall be due within thirty days from posting of a claim for same from Township to Owner. No release from the \_\_\_\_\_ shall be made until all such outstanding claims have been paid to the Township.

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 Township, 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 Township ordinances or regulations. Upon certification as aforesaid, the Township shall authorize a release of the security equal to the amount estimated by the Township engineer to fairly represent the value of the improvements completed and certified. Failure by the Township 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 Township's specifications, the decision of Township's representative shall control and Owner's obligation to maintain the \_\_\_\_\_ shall continue until released in whole or in part by the Township.

**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 Township pursuant to Article V.

**ARTICLE VI:** Upon written notice from Owner, the Township agrees to make a final inspection and within 45 days release Owner from any obligation to maintain the \_\_\_\_\_ if the improvements meet Township'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 Township by ordinance, resolution, deed or other formal document.

In the event that the Township 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 township 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 Township 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 Township Engineer may notify the Township 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 Township and Fulton County (where a conflict exists the most stringent requirement shall control), all of which are by reference made a part hereof.

**ARTICLE IX:** The Township 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 Township. 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 Township 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 Township in its sole discretion, with interest to follow principal), pending completion of the improvements or substitution of another \_\_\_\_\_ acceptable to the Township:

- 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 township 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. Township 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 Township.

**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.

OWNER

ATTEST:

---

**THOMPSON TOWNSHIP  
SUPERVISORS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## **IMPROVEMENT GUARANTEE AGREEMENT - CASH**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and among Thompson Township, 1298 Big Cove Tannery Road, Big Cove Tannery, Fulton County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "Township"; 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 Township requires that security be established to ensure construction in compliance with Township ordinances and resolutions; and

**WHEREAS**, The Township 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 herein, 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 Township 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 Township.

The Township 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 “Thompson Township/\_\_\_\_\_ Security Fund”; the only approved signatories shall be the Chairman and Secretary of the board of Supervisors of Thompson Township; and the account shall bear the social security number/tax identification number for the owner of the tract, which is \_\_\_\_\_; the Township 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 Township shall give written notice of such withdrawal.

The Owner hereby waives and releases any claim which it may at any time have against the Township, 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 I.D.-2W, 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 Township 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 Township, 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 Township. The owner shall reimburse Township for all inspection fees incurred by Township according to the fee schedule adopted by the Township. Such reimbursement shall be due within thirty days from posting of a claim for same from Township to Owner. No release from the cash deposit shall be made until all such outstanding claims have been paid to the Township.

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 Township, 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 Township ordinances or regulations. Upon certification as aforesaid, the Township shall authorize a release of the security equal to the amount estimated by the Township engineer to fairly represent the value of the improvements completed and certified. Failure by the Township 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 Township for all inspection fees incurred by Township according to the fee schedule adopted by the Township. Such reimbursement shall be due within thirty days from posting of a claim for same from Township to Owner. No release from the aforesaid fund to Owner shall be made until all such outstanding claims have been paid to the Township.

**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 Township's specifications, the decision of Township's representative shall control the cash deposit shall be retained until it shall be released in whole or in part by the Township.

**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 Township pursuant to Article V.

**ARTICLE VIII:** Upon written notice from Owner, the Township 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 Township'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 Township by ordinance, resolution, deed or other formal document.

In the event that the Township 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 township 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 Township 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 Township Engineer may notify the Township 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 Township and Fulton County (where a conflict exists the most stringent requirement shall control), all of which are by reference made a part hereof.

**ARTICLE XI:** The Township 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 Township. 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. Such retained funds may be applied by Township 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 XIII:** The following shall be considered events of default under this agreements, whereupon Township 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 Township in its sole discretion, with interest to follow principal), pending completion of the improvements or substitution of another \_\_\_\_\_ acceptable to the Township:

- a. Failure to complete the improvements within the time limits set forth above.
- b. In the event that Township 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. Township 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 Township.

**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.

OWNER

\_\_\_\_\_

ATTEST:

**THOMPSON TOWNSHIP  
SUPERVISORS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**IRREVOCABLE STANDBY LETTER OF CREDIT**

**No.** \_\_\_\_\_

TO: TOWNSHIP OF THOMPSON  
1298 Big Cove Tannery Road  
Big Cove Tannery, PA 17212

DATE: \_\_\_\_\_

L/C #: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

ON BEHALF OF:

\_\_\_\_\_  
Name of developer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_ (hereinafter called "Bank") hereby issues to the  
Thompson Township (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 Thompson Township in writing by certified mail, addressed to Thompson Township at 1298 Big Cove Tannery Road, Big Cove Tannery, PA 17212, 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 Township Solicitor or the Township 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

**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/ mailing address)  
\_\_\_\_\_  
                  (City, state, zip)

Issuee: Thompson Township  
1298 Big Cove Tannery Road  
Big Cove Tannery, PA 17212

Thompson Township, 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 Township Manager/the Township Solicitor, or if another, a duly authorized officer/agent of the Issuee, 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\_\_.

ATTEST:

**THOMPSON TOWNSHIP SUPERVISORS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Attachments: Original of Irrevocable Standby Letter of Credit No. \_\_\_\_\_;  
Issuee's officer/agent authorization.

**DEMAND FOR FINAL PAYMENT**

TO: \_\_\_\_\_ Bank

Attention:

We hereby demand payment to the Thompson Township Supervisors 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:

**THOMPSON TOWNSHIP SUPERVISORS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## DEVELOPER'S AGREEMENT

Date

Board of Supervisors  
Thompson Township  
1298 Big Cove Tannery Road  
Big Cove Tannery, PA 17212

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

Dear Supervisors:

In consideration for the Board of Supervisors of the Township of Thompson 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 Township 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 Township 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 Township 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 Township 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 Township 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 Township, 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 Township 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 Township. Such signs shall be of the type, size and construction designated by the Township 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 Township 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 Township 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 Township. Such signs shall be of the type, size and construction designated by the Township 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 Township 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 Township. 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 Township in connection with the inspection of the improvements set forth on Exhibit "A". The undersigned also agrees to reimburse the Township 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 Township 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 Township 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 Township shall also have the right to demand payment of all or a portion of the letter of credit in the event the Township 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 Township 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 Township 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 Township following completion, the undersigned, if required to do so by the Township, 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 Township, the County and the Pennsylvania Department of Transportation.

The undersigned shall comply with all applicable requirements regarding the development of steep slopes.

- O. The Township, 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 Township, 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 Township 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 Township 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 Township 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.

## **STORM WATER MANAGEMENT AGREEMENT AND DECLARATION OF EASEMENT**

**THIS AGREEMENT AND DECLARATION OF EASEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **TOWNSHIP OF THOMPSON**, Fulton County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 1298 Big Cove Tannery Road, Big Cove Tannery, Pennsylvania, 17212 (hereinafter referred to as the "Township") 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 Township of Thompson, Fulton 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 Fulton 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 Thompson Township Subdivision and Land Development Ordinance (the "Township Ordinance") to file a plan with the Township and obtain approval from the Board of Supervisors. Section 610.7 of the Township Ordinance requires the Grantor to provide for the maintenance of the storm water management facilities. Section 610.8 of 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 Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Storm Water Management Plan from the Board of Supervisors, and in consideration of receiving permits from the Township 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 Board of Supervisors, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for of Fulton County, and in compliance with the regulations of the Township 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 Board of Supervisors, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Fulton County. These responsibilities shall include, but not be limited to, the following:
  - a. Liming, fertilizing, seeding and mulching of vegetated channels and all other unstablized 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 Township.
  - 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 Township Ordinance and the Final Plan, as approved by the Board of Supervisors, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Fulton County, shall constitute a nuisance and shall be abatable by the Township as such.
4. Grantor, for himself, his heirs, personal representatives, successors and assigns, authorize the Township, 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 Township 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 Township may deem reasonably necessary to bring the Premises into compliance with this Agreement, with the Township Ordinance, and with the Final Plan, as approved by the Board of Supervisors, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Fulton 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 Township, the Township, 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 Township Ordinance and with the Final Plan, as approved by the Board of Supervisors, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Fulton 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 Township shall be notified. If such association fails to properly maintain the storm water management facilities, the Township 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 Township recognizing its duties and the Township'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 Township, 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 Township 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 Township 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 Thompson Township Subdivision and Land Development Ordinance and the approved plans; (b) the storm water management facilities have been inspected and approved by the Township Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Township; 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 Township.
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.

ATTEST:

**THOMPSON TOWNSHIP  
SUPERVISORS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Individual Developer)

Witness:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
(Signature of Individual)

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)

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

[CORPORATE

SEAL]

(TOWNSHIP ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF FULTON )

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) Chairman of the Board of Supervisors of the Township of Thompson, Fulton 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 Township by \_\_\_\_self as such officer.

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

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

My commission expires:





(CORPORATE DEVELOPER ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF FULTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_self to be the \_\_\_\_\_ of \_\_\_\_\_, a 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 \_\_\_\_\_.

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

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

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 Fulton 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]

(MORTGAGEE ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF FULTON )

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_self to be the \_\_\_\_\_ of \_\_\_\_\_, a 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 Bank by \_\_self as \_\_\_\_\_.

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

My Commission Expires:



# ACCESSORY DWELLING UNIT AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THOMPSON TOWNSHIP, a second class township organized and existing under the laws of the Commonwealth of Pennsylvania with its municipal offices located at 1298 Big Cove Tannery Road, Big Cove Tannery, Pennsylvania, 17212, hereinafter referred to as the "Township", and \_\_\_\_\_, adult individuals and husband and wife who reside at \_\_\_\_\_, hereinafter referred to as the "Landowners".

WITNESSETH:

WHEREAS, Landowners are the owners of property situated in the Township and described in a deed recorded with the Fulton County Recorder of Deeds in Record or Deed Book \_\_\_\_\_, Volume \_\_\_\_\_ Page \_\_\_\_\_ (the "Property"); and

WHEREAS, the Property has located on it \_\_\_\_\_; and  
(describe existing improvements)

WHEREAS, Landowners are desirous of temporarily placing a separate dwelling unit on the Property (the "Accessory Dwelling Unit") to the \_\_\_\_\_ of their existing single-family structure; and  
(indicate location of Accessory Dwelling Unit with reference to existing dwelling)

WHEREAS, the Accessory Dwelling Unit will be used solely by \_\_\_\_\_, immediate relatives of Landowners, and will be removed when \_\_\_\_\_ no longer occupies the unit; and  
(name of relative)

WHEREAS, the Thompson Township Subdivision and Land Development Ordinance of 2006 requires that the placement of the Accessory Dwelling Unit requires land development approval from the Board of Supervisors (the "Board"); and

WHEREAS, the Board on \_\_\_\_\_, 20\_\_\_\_ approved the grant of  
(date of modification)  
a modification of land development approval; and

WHEREAS, as a condition of the modification granted by the Board, Landowners are required to enter into an agreement with the Township concerning the removal of the Accessory Dwelling Unit after it is no longer occupied by \_\_\_\_\_; and  
(name of relative)

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

1. Landowners stipulate and agree that:
  - (a) The Accessory Dwelling Unit will be occupied solely by \_\_\_\_\_.  
(name of relative)
  - (b) The Accessory Dwelling Unit will be located \_\_\_\_\_  
of the existing dwelling.  
(indicate location of Accessory Dwelling Unit with reference to existing dwelling)
  - (c) The Accessory Dwelling Unit will be connected to a water supply and a sanitary sewer disposal system which will be approved by appropriate authorities and will be used and maintained in accordance with all applicable laws and regulations.
  - (d) The Accessory Dwelling Unit will be removed when \_\_\_\_\_  
no longer occupies the unit.  
(name of relative)
  - (e) Landowners will, between January 1 and January 31 of each year hereafter until termination of this Agreement and removal of the Accessory Dwelling Unit, notify the Township in writing that the use of the Accessory Dwelling Unit is consistent with this Agreement and that all conditions of the Agreement are being complied with.
  - (f) For purposes of this Agreement, the term “immediate relative” shall mean, mother, father, sister, brother, son and daughter.
2. This Agreement shall be recorded for the purpose of imposing a restriction on the land which limits the use of the Accessory Dwelling Unit as specified herein and requires its removal in accordance with the terms of this Agreement. This restriction shall run with the land and is binding upon the heirs, personal representatives, successors and assigns of Landowners. Upon removal of the Accessory Dwelling Unit, a termination statement shall be recorded evidencing termination of this restriction.
3. Landowners shall obtain a land use permit from the Township prior to the placement of the Accessory Dwelling Unit on the Property, and Landowners shall place the Accessory Dwelling Unit on the Property in accordance with all applicable Township Ordinances, rules and regulations. Landowners shall obtain all approvals and permits required by the Township Sewage Enforcement Officer for the provision for sanitary sewer service to the Accessory Dwelling Unit and shall modify their current on-lot disposal system if necessary.
4. Landowners specifically acknowledge and agree that they must obtain approval under, and shall comply with, all applicable Ordinances of the Township, including but not limited to the SALDO.
5. Landowners shall pay to the Township all recording fees and all legal fees and costs incurred for the negotiation, preparation, recording or enforcement of this Agreement. If Landowners fail or refuse to pay such fees after receipt of an invoice therefore, the Township may place a municipal lien against the Property to secure payment for such costs and/or may require Landowners to remove the Accessory Dwelling Unit from the Property.
6. This Agreement will be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
7. This Agreement is not transferable without the written consent of the Township.
8. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and may only be amended subsequent to the date hereof by a written instrument signed by the parties.
9. The parties hereto consent to the exclusive jurisdiction of the Court of Common Pleas of Fulton

County, Pennsylvania, with respect to any dispute which may arise in connection with this Agreement or the enforcement thereof.

- 10. For the purpose of this Agreement, the masculine gender shall be deemed to include the feminine and the neuter, and vice versa. Unless the context otherwise requires, the use of the singular and plural shall be interchangeable.
- 11. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, permitted assigns, grantees, lessees and successors of the parties hereto and shall constitute covenants running with the land.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed the day and year first written above.

ATTEST:

**THOMPSON TOWNSHIP  
SUPERVISORS**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

[TOWNSHIP SEAL]

Witness:

\_\_\_\_\_

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

Landowner(s)

\_\_\_\_\_

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

Landowner(s)

(TOWNSHIP ACKNOWLEDGEMENT)

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF FULTON )

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 himself/herself to be (Vice) Chairman of the Board of Supervisors of THOMPSON TOWNSHIP, Fulton County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing Accessory Dwelling Unit Agreement for the purposes therein contained by signing the name of such Township by himself/herself as such officer.

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

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

My commission expires:

[INDIVIDUAL OR HUSBAND AND WIFE ACKNOWLEDGEMENT]

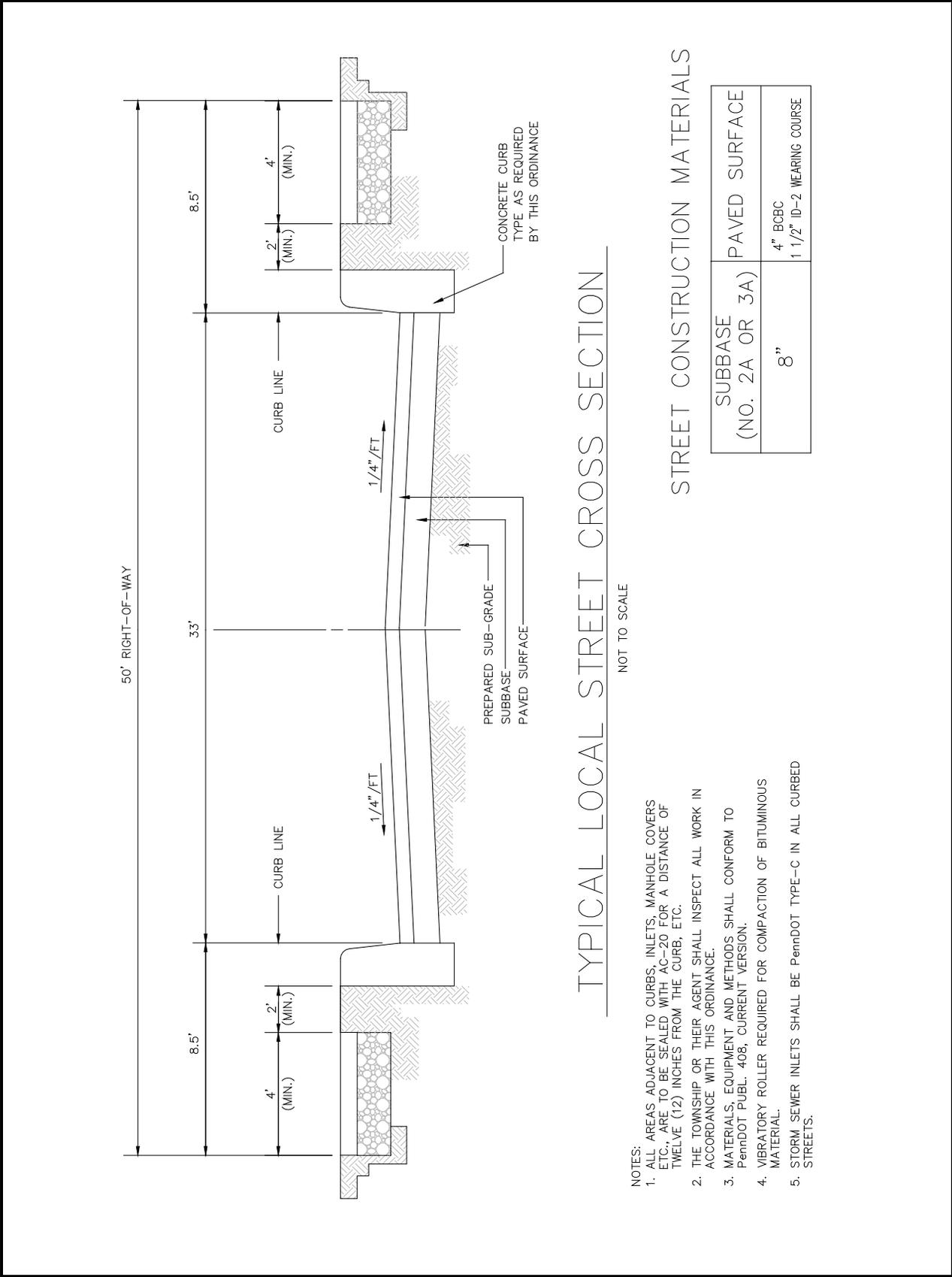
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF FULTON )

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(s) whose name(s) is(are) subscribed on the within instrument and acknowledged the foregoing Accessory Dwelling Unit Agreement to be his/her/their act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

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

My commission expires:



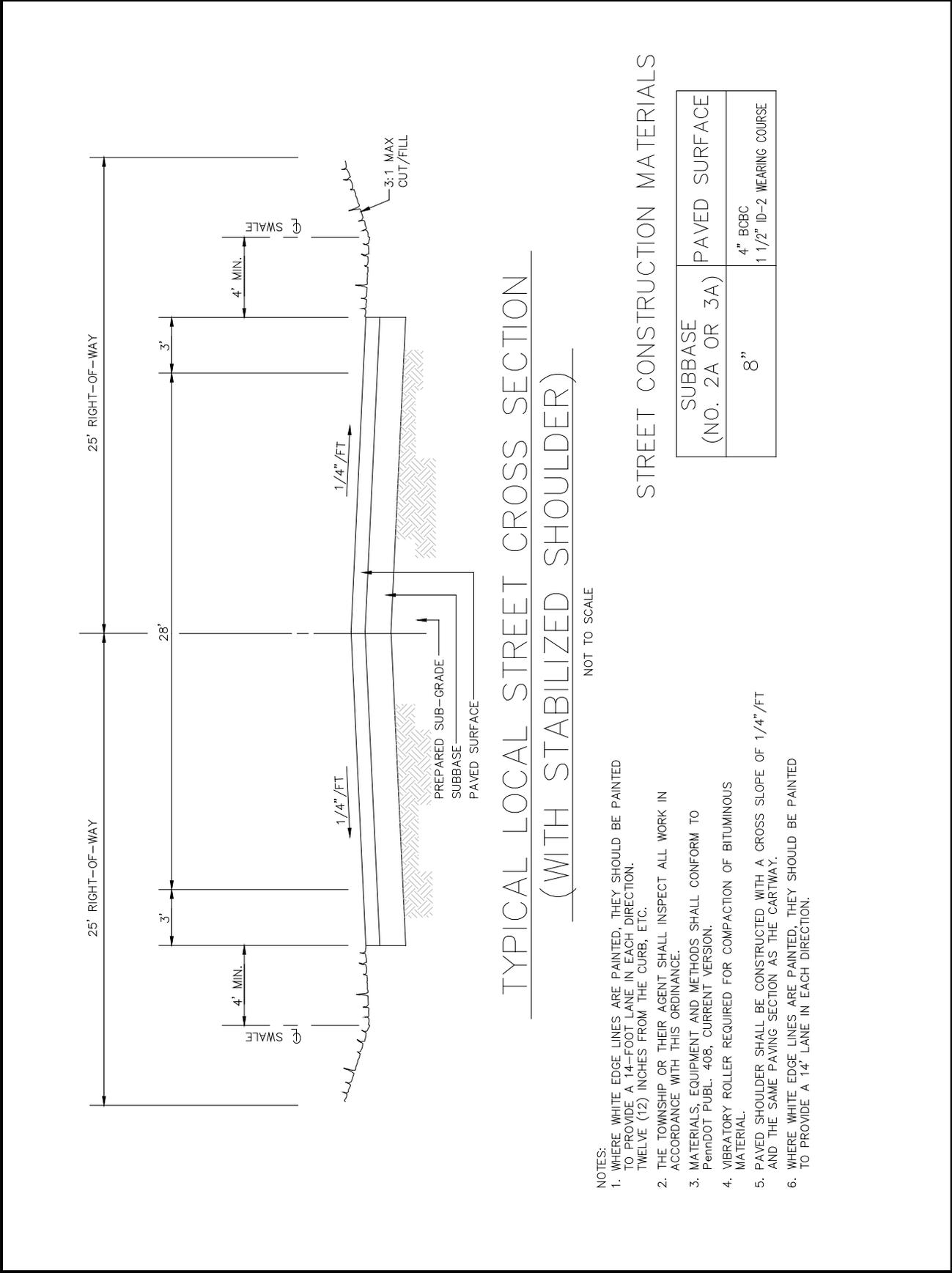
TYPICAL LOCAL STREET CROSS SECTION

NOT TO SCALE

- NOTES:
1. ALL AREAS ADJACENT TO CURBS, INLETS, MANHOLE COVERS ETC., ARE TO BE SEALED WITH AC-20 FOR A DISTANCE OF TWELVE (12) INCHES FROM THE CURB, ETC.
  2. THE TOWNSHIP 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.

|                           |                                       |
|---------------------------|---------------------------------------|
| SUBBASE<br>(NO. 2A OR 3A) | PAVED SURFACE                         |
| 8"                        | 4" BCBC<br>1 1/2" ID-2 WEARING COURSE |

Figure 1 - Typical Local Street Cross Section



- NOTES:
1. WHERE WHITE EDGE LINES ARE PAINTED, THEY SHOULD BE PAINTED TO PROVIDE A 14-FOOT LANE IN EACH DIRECTION. TWELVE (12) INCHES FROM THE CURB, ETC.
  2. THE TOWNSHIP 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. PAVED SHOULDER SHALL BE CONSTRUCTED WITH A CROSS SLOPE OF 1/4"/FT AND THE SAME PAVING SECTION AS THE CARTWAY.
  6. WHERE WHITE EDGE LINES ARE PAINTED, THEY SHOULD BE PAINTED TO PROVIDE A 14' LANE IN EACH DIRECTION.

Figure 2 - Typical Local Street Cross Section (with Stabilized Shoulder)

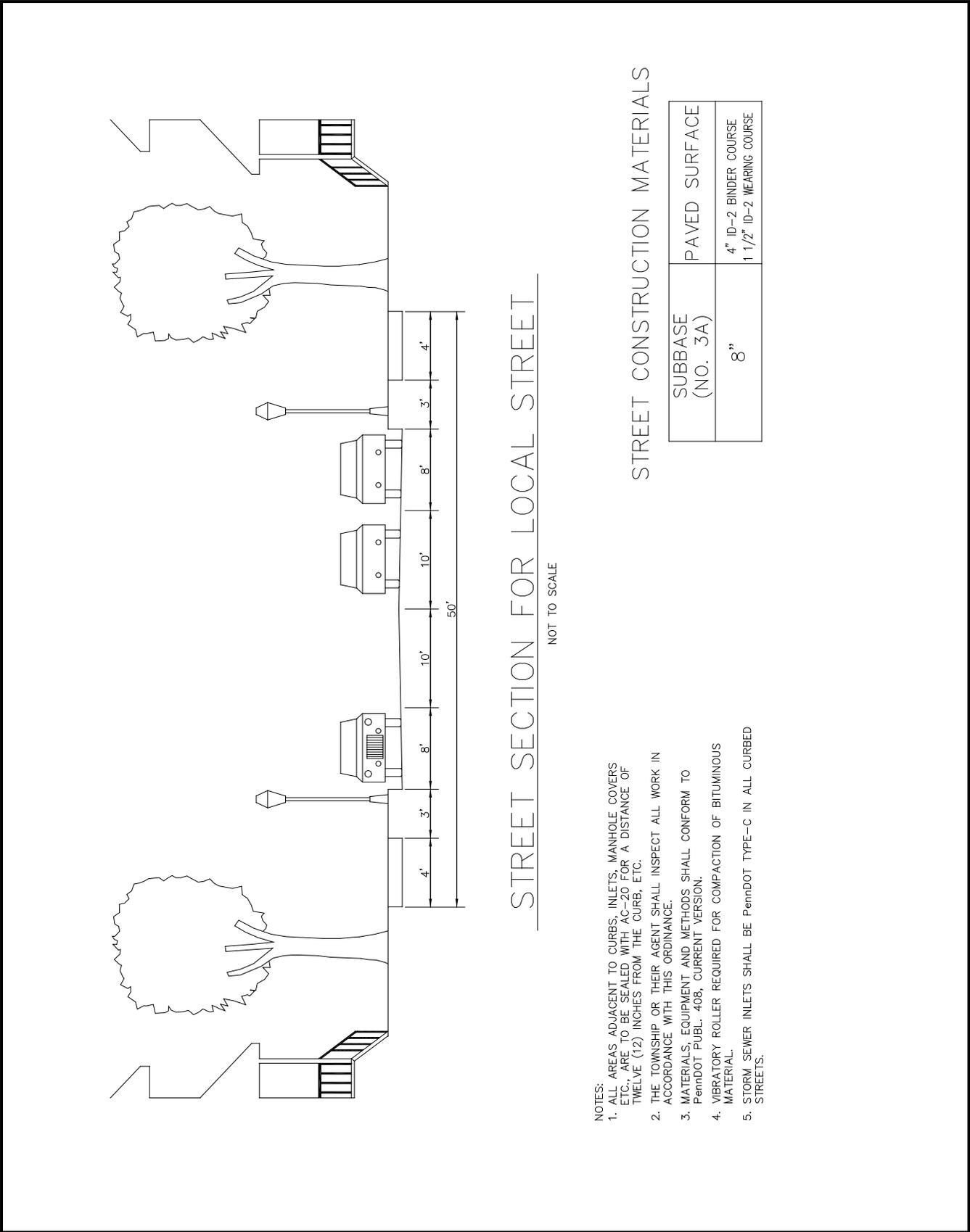
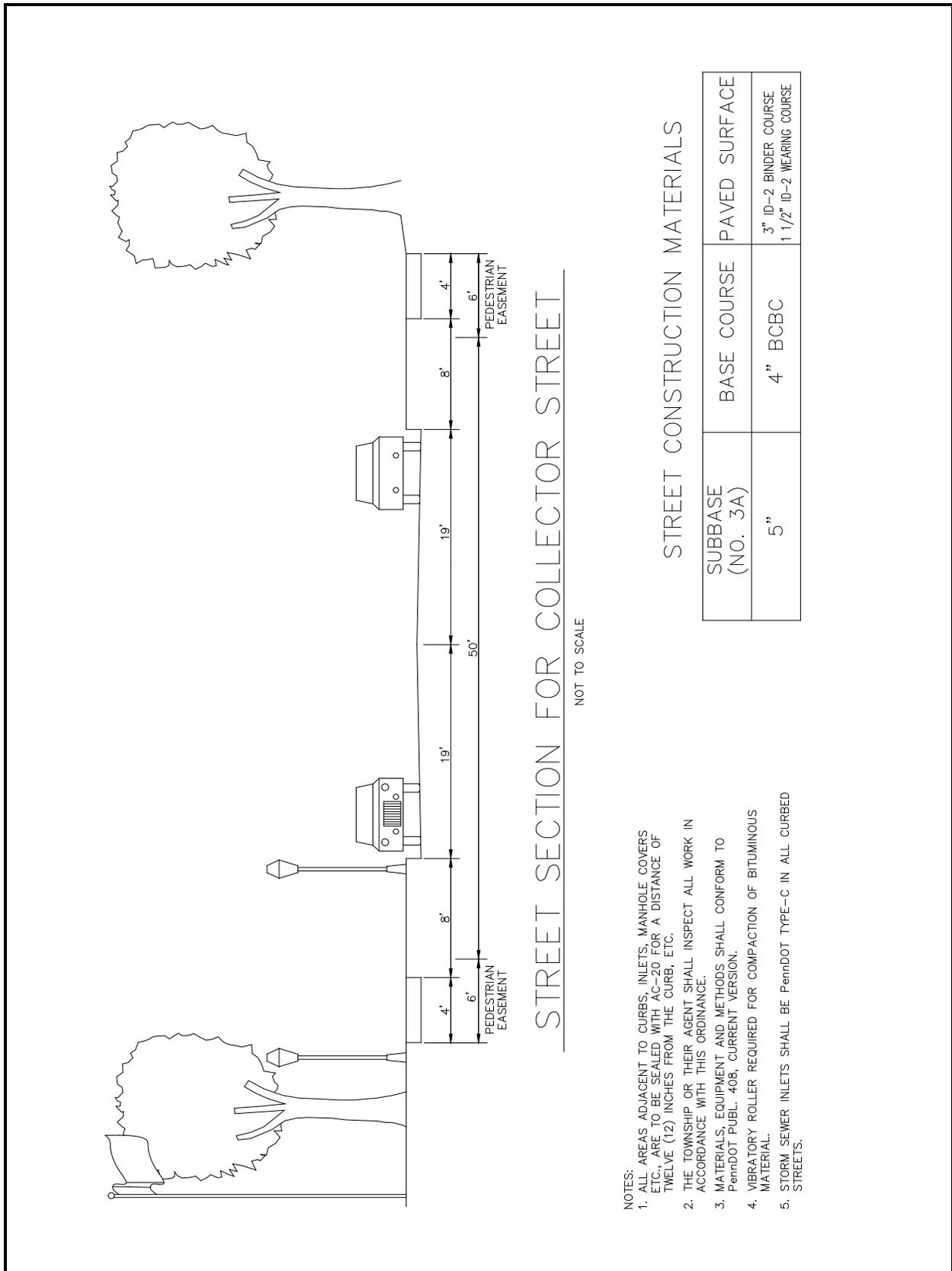


Figure 3 - Street Section for Local Street



- NOTES:
1. ALL AREAS ADJACENT TO CURBS, INLETS, MANHOLE COVERS ETC., ARE TO BE SEALED WITH AC-20 FOR A DISTANCE OF TWELVE (12) INCHES FROM THE CURB, ETC.
  2. THE TOWNSHIP 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**

| SUBBASE (NO. 3A) | BASE COURSE | PAVED SURFACE                                       |
|------------------|-------------|---|
| 5"               | 4" BCBC     | 3" ID-2 BINDER COURSE<br>1 1/2" ID-2 WEARING COURSE |

Figure 4 - Street Section for Collector Street

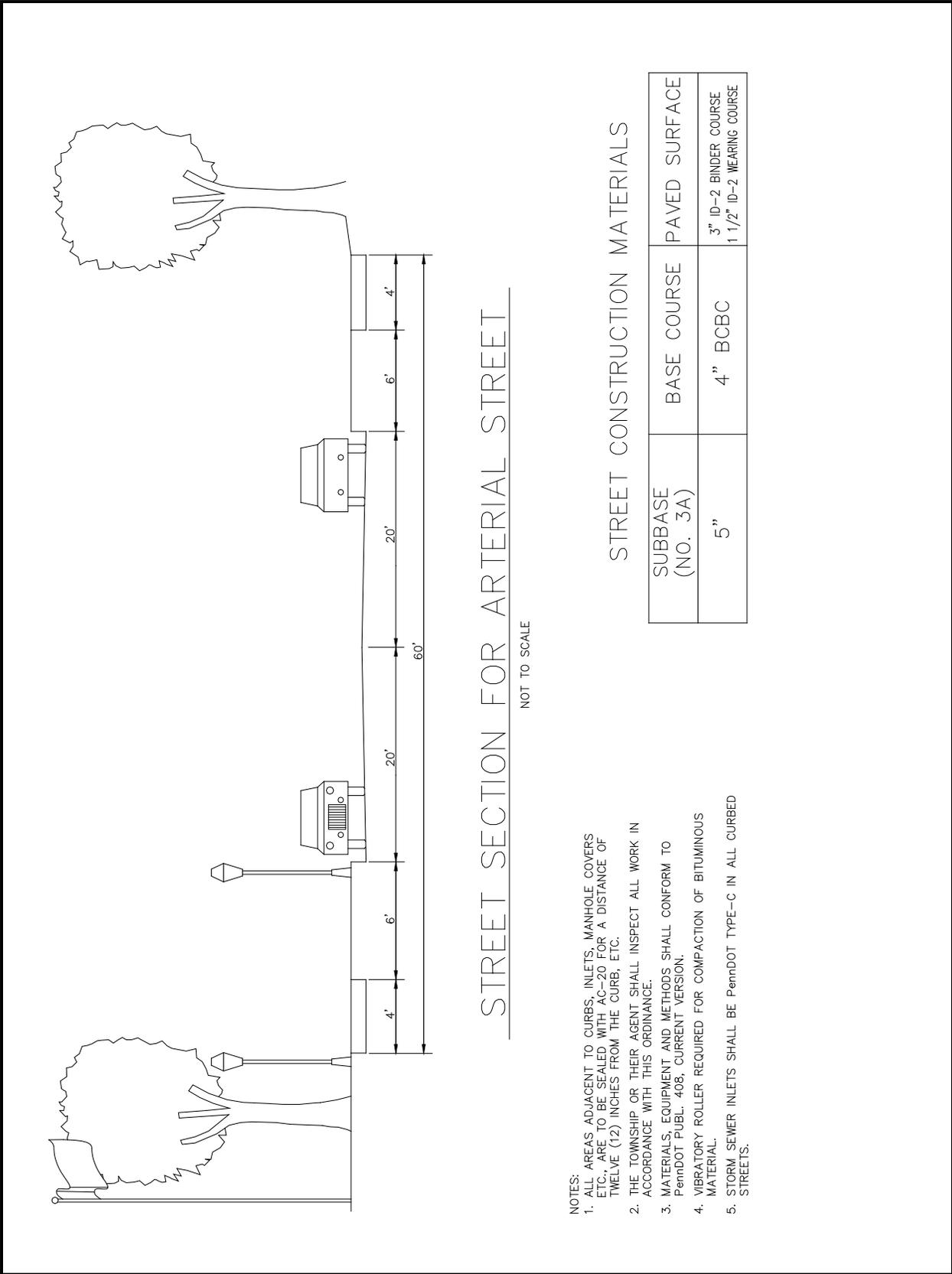


Figure 5 - Street Section for Arterial Street

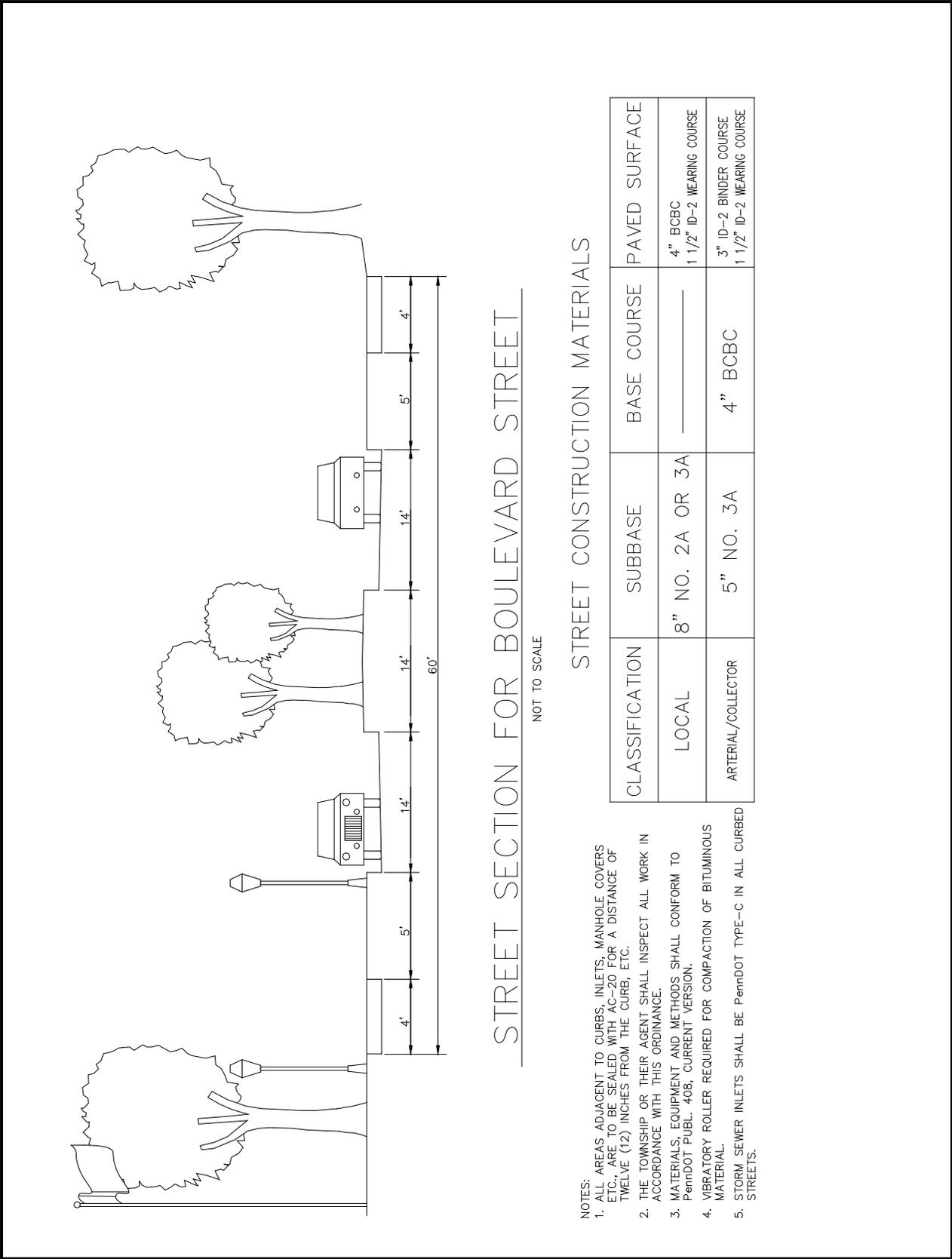


Figure 6 - Street Section for Boulevard Street

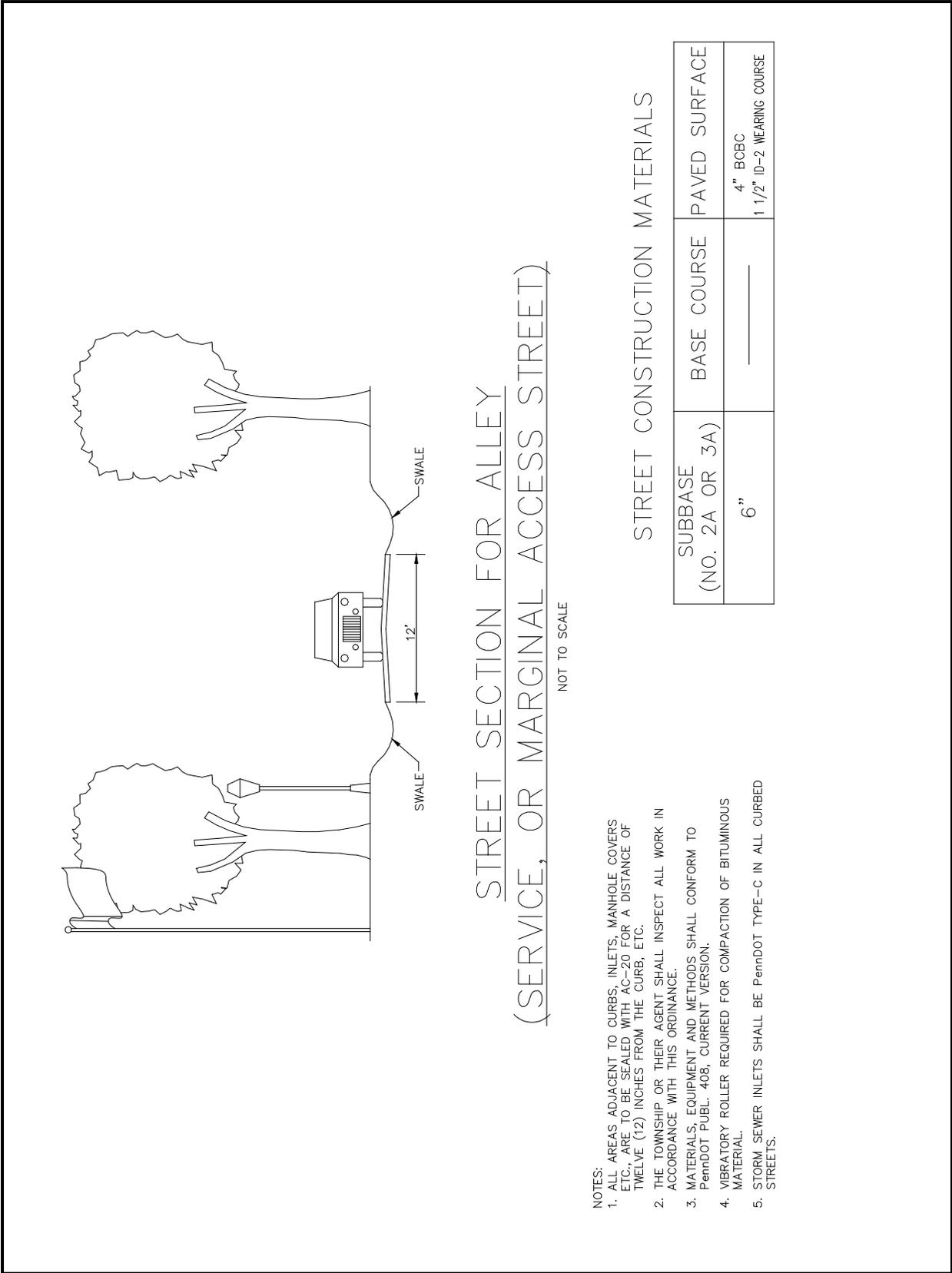


Figure 7 - Street Section for Alley

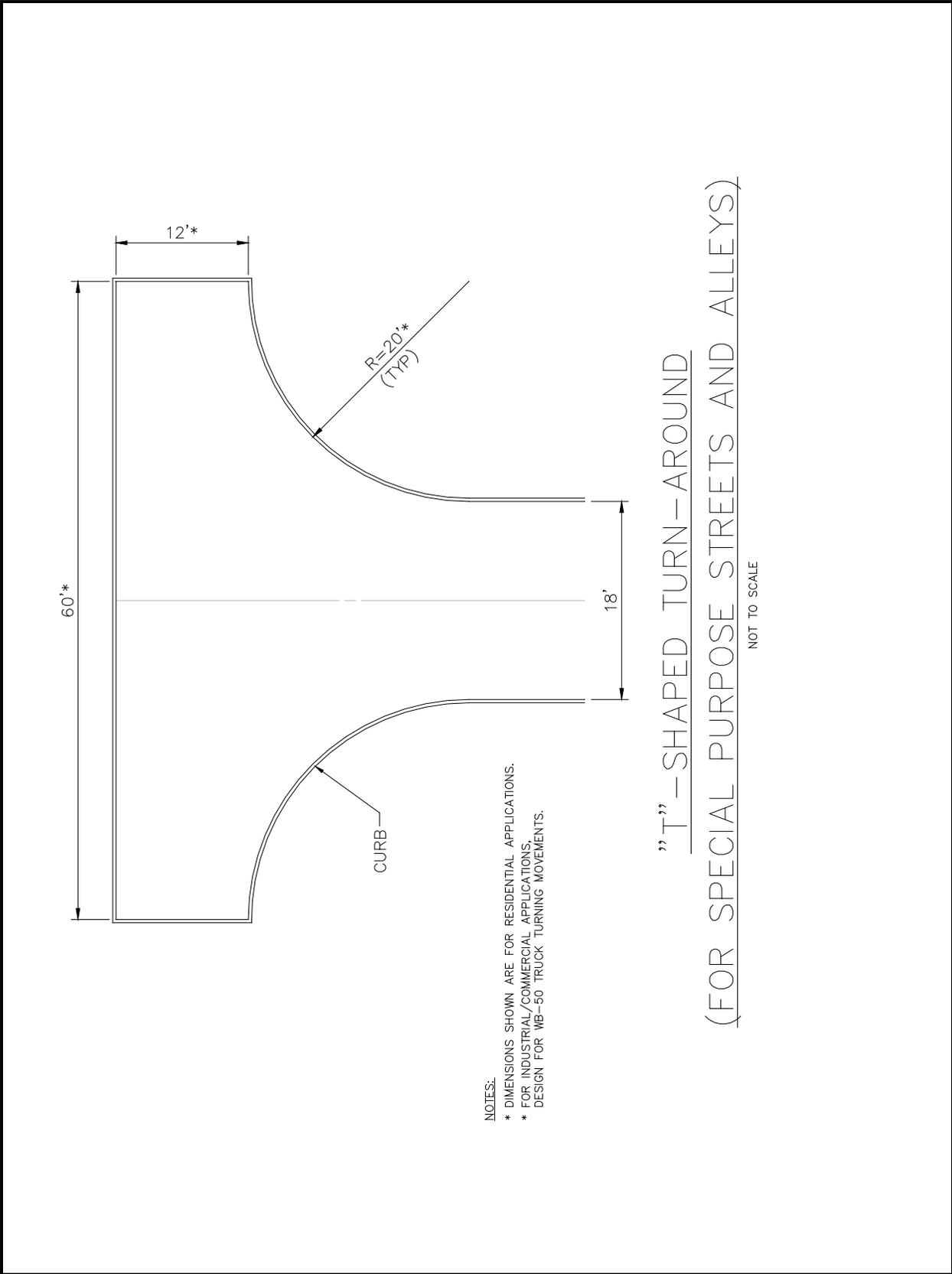


Figure 8 - T-Shaped Turnaround

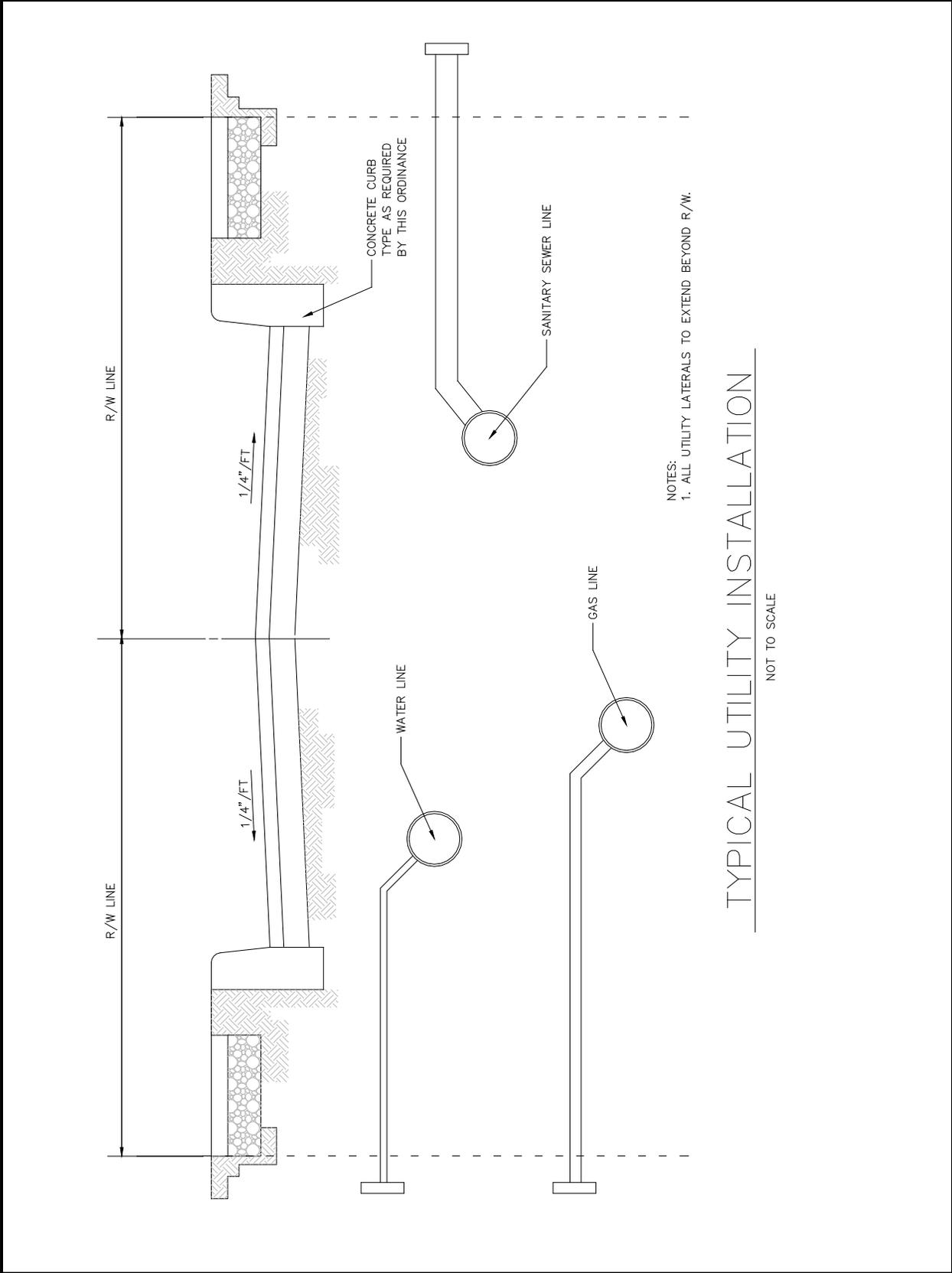


Figure 9 - Typical Utility Installation

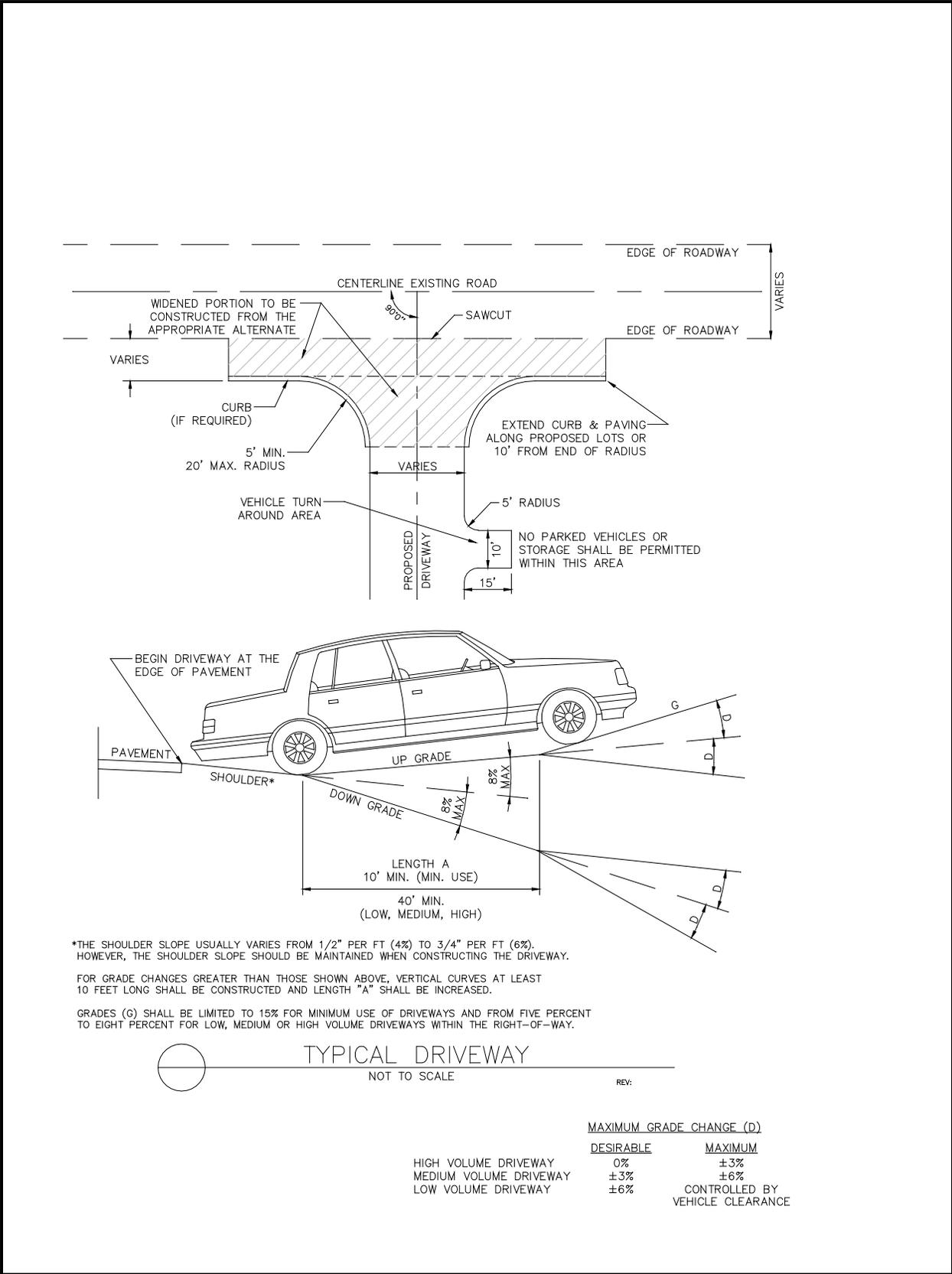
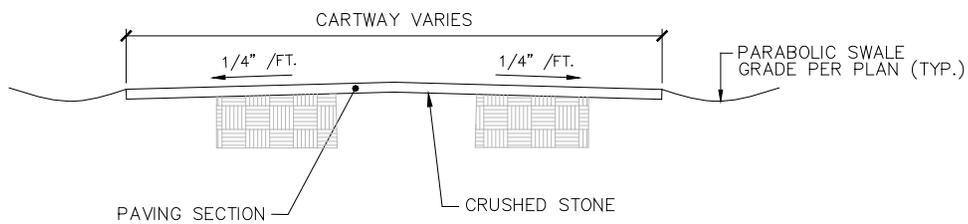


Figure 10 - Typical Driveway



TYPICAL ACCESS DRIVE  
CROSS SECTION

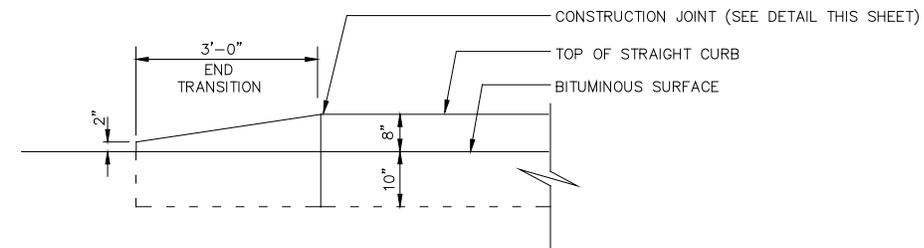
NOT TO SCALE

REV:

STREET CONSTRUCTION MATERIALS

| SUBBASE<br>(NO. 3A) | BASE COURSE | PAVED SURFACE                                       |
|---------------------|-------------|---|
| 5"                  | 4" BCBC     | 3" ID-2 BINDER COURSE<br>1 1/2" ID-2 WEARING COURSE |

Figure 11 - Typical Access Drive Cross Section



TYPICAL CURB END  
NOT TO SCALE

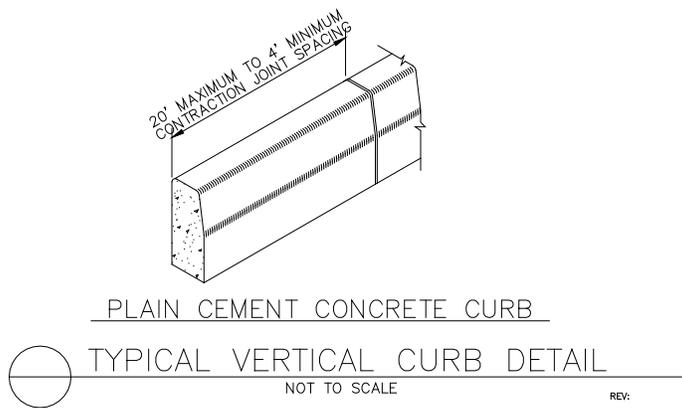
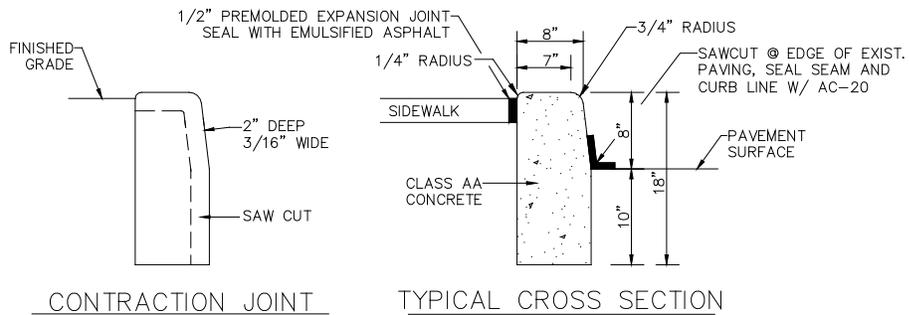


Figure 12 - Typical Vertical Curb Detail



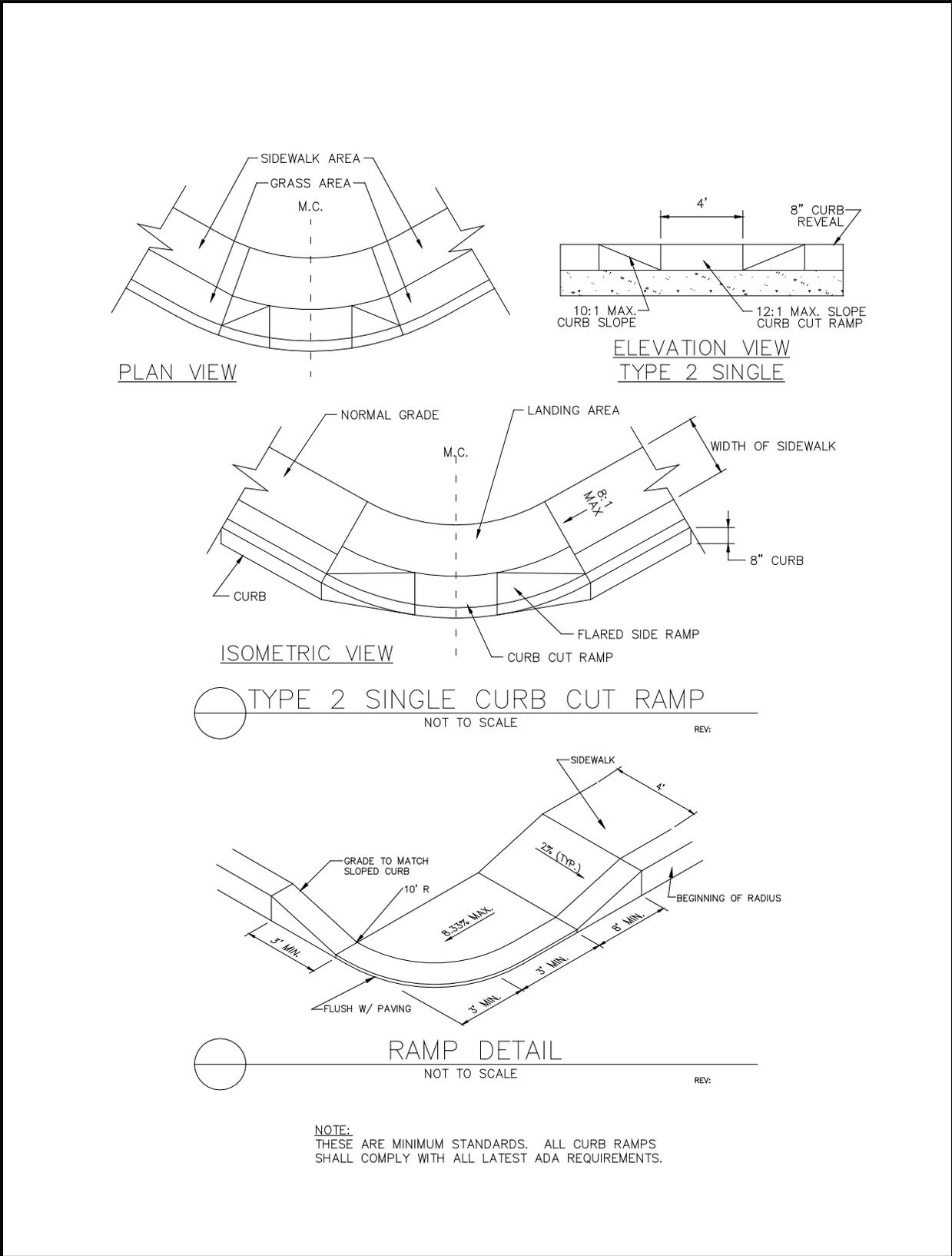
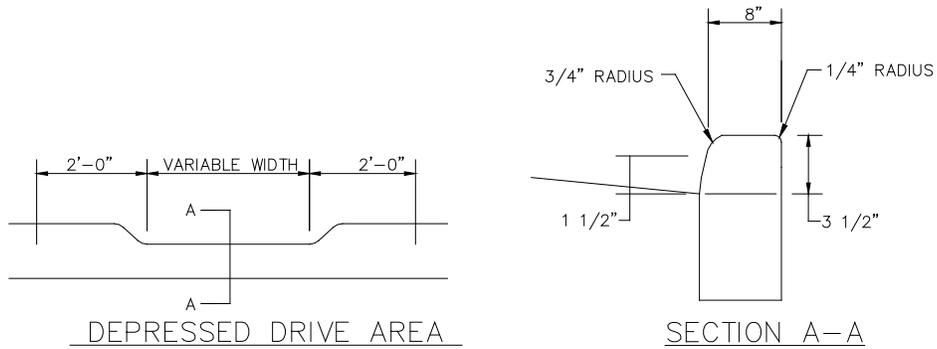


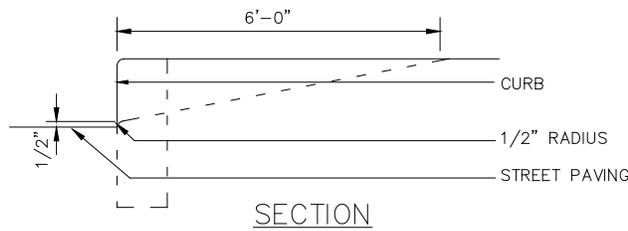
Figure 14 - Single Curb Cut Ramp and Ramp Detail



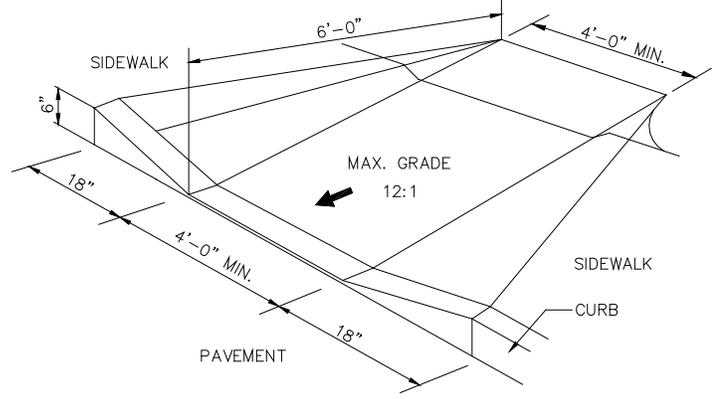
DEPRESSED DRIVE AREA

SECTION A-A

DEPRESSED CURB DETAIL  
NOT TO SCALE



SECTION



CURB CUT/RAMP DETAIL  
NOT TO SCALE

CU\CU008  
REV: 8/1/97

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

Figure 15 - Curb Cut/Ramp Detail

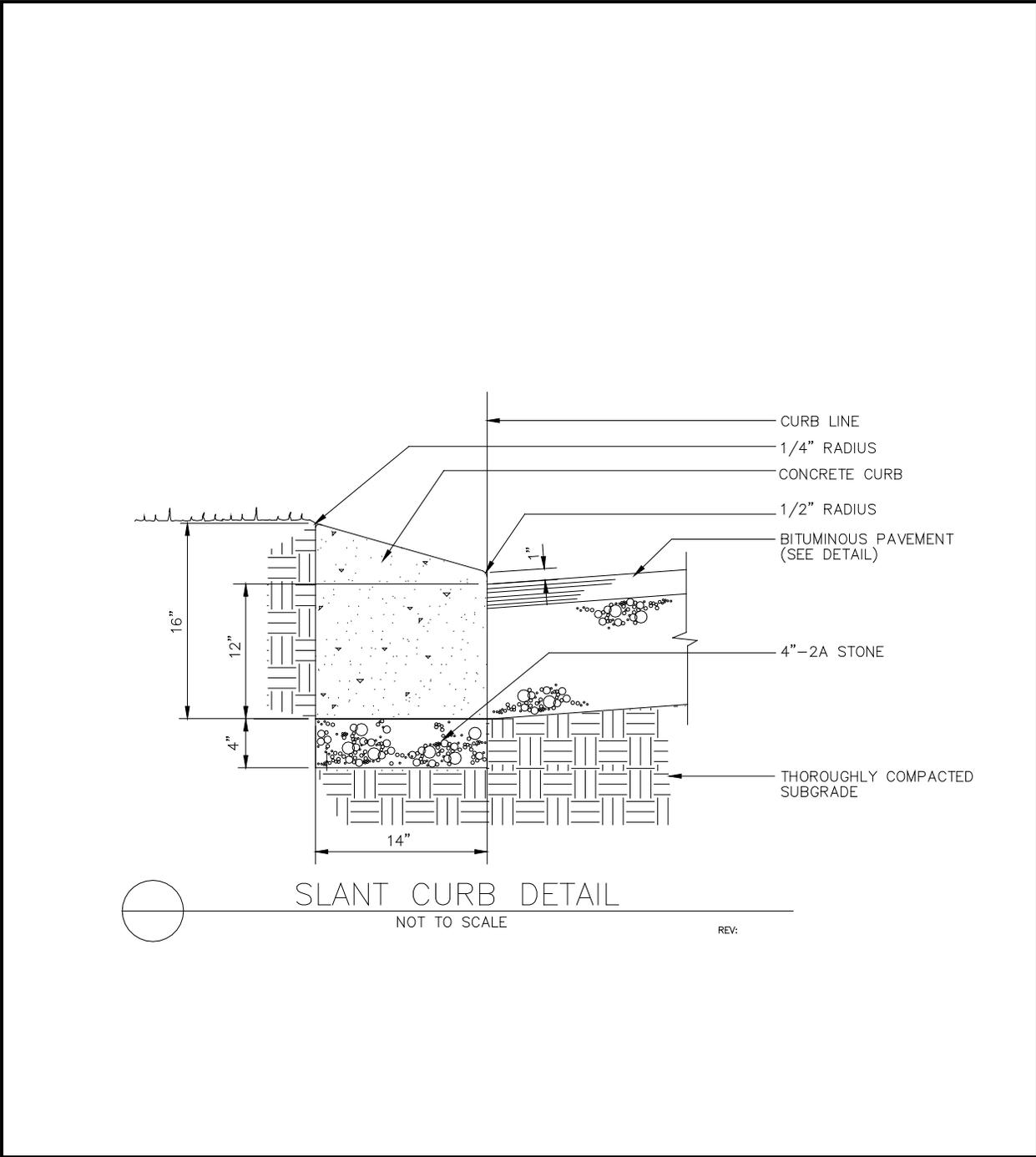
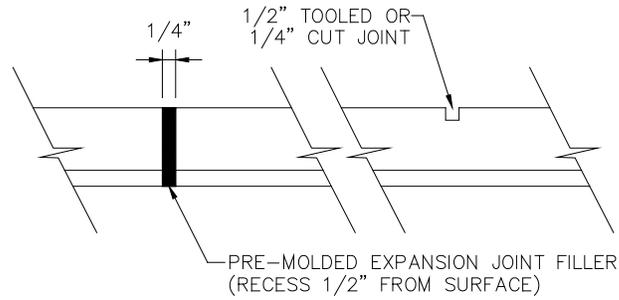
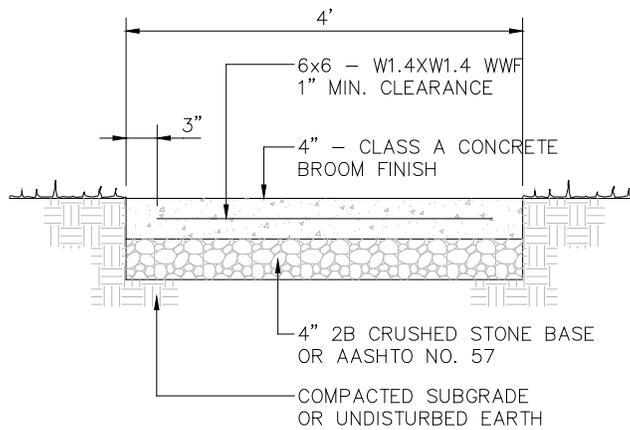


Figure 16 - Slant Curb Detail



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:

Figure 17 - Concrete Sidewalk Detail

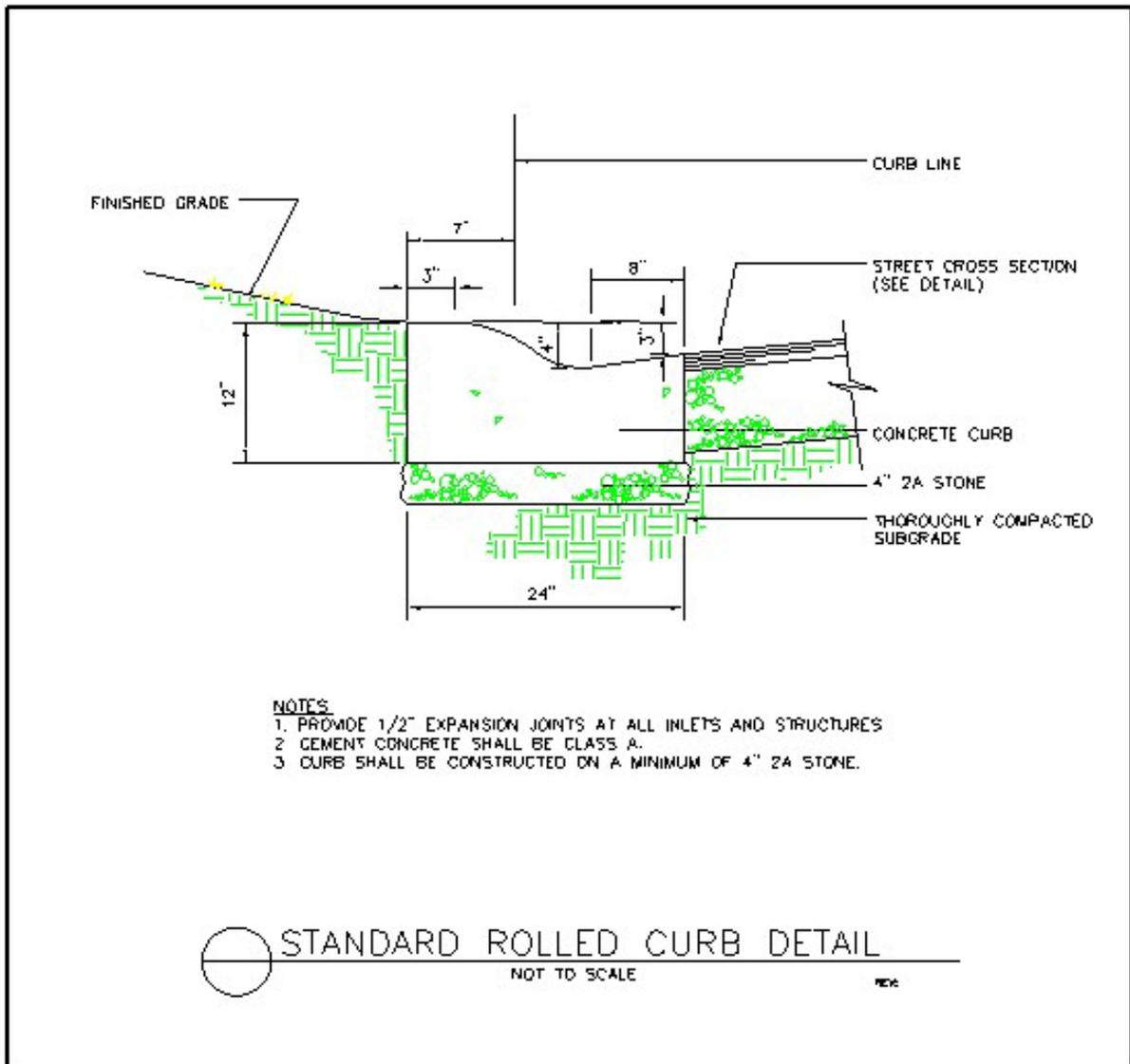


Figure 18 - Standard Rolled Curb Detail

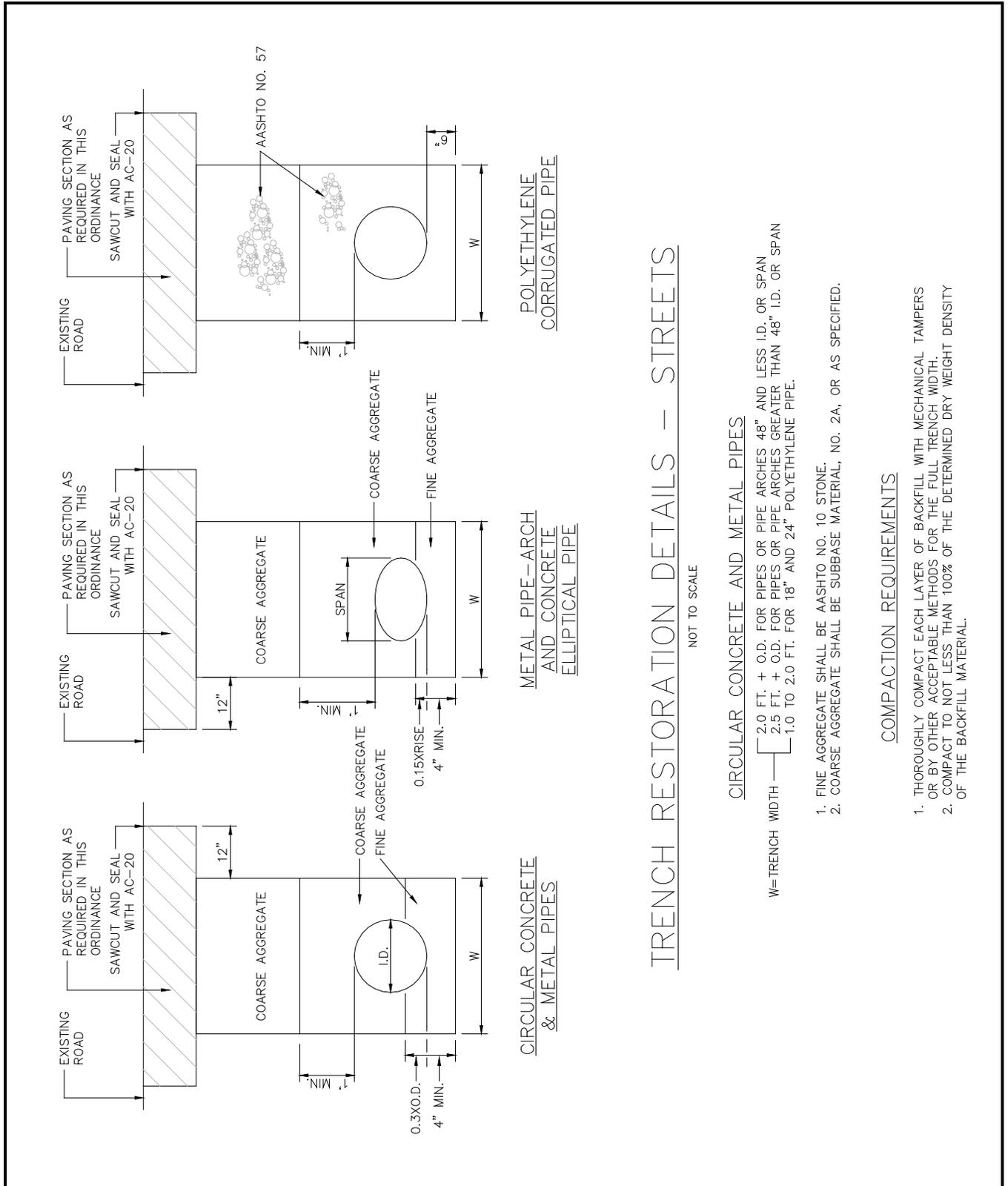
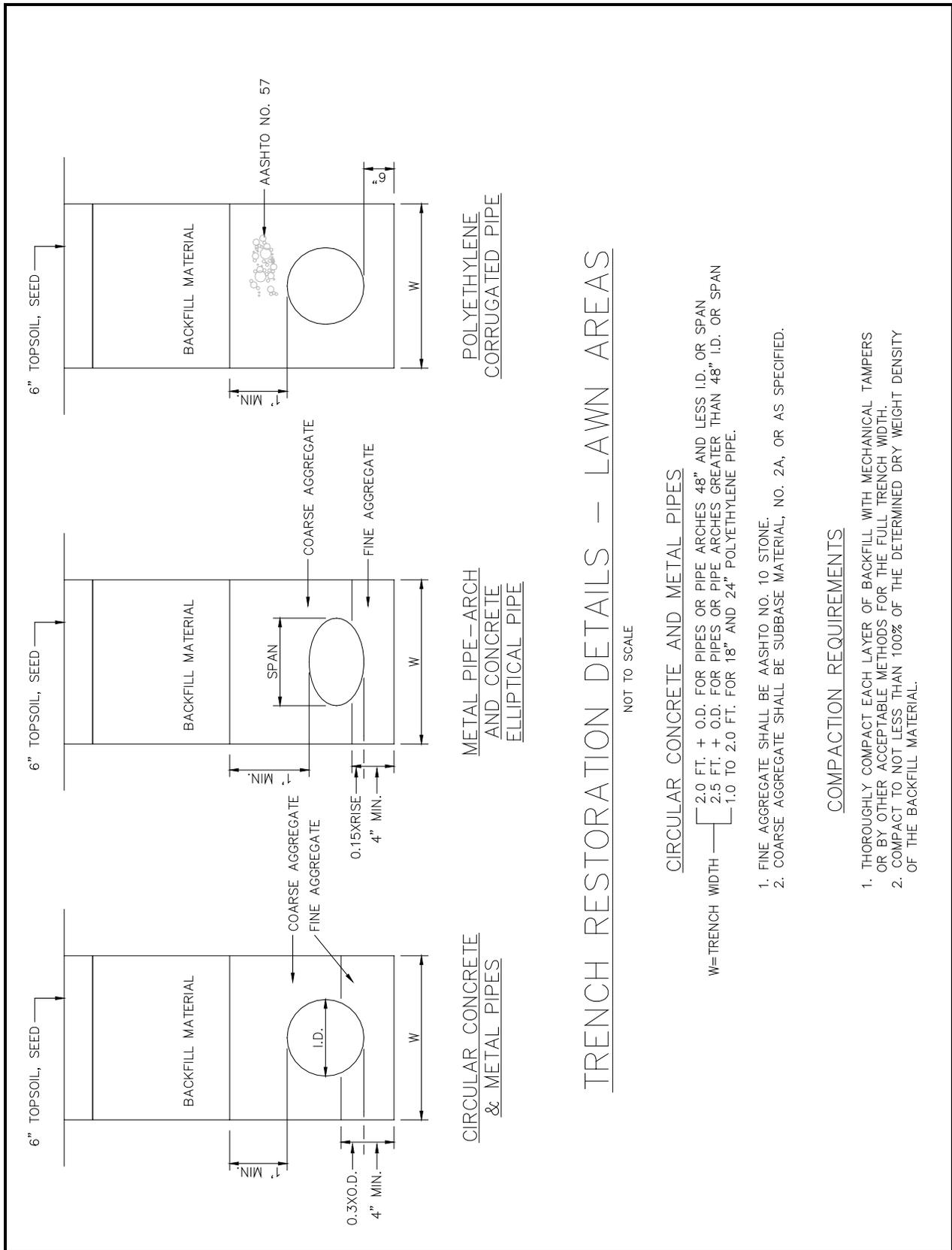


Figure 19 - Trench Restoration Details - Streets



TRENCH RESTORATION DETAILS – LAWN AREAS

NOT TO SCALE

CIRCULAR CONCRETE AND METAL PIPES

W= TRENCH WIDTH —  $\begin{cases} 2.0 \text{ FT.} + \text{O.D. FOR PIPES OR PIPE ARCHES } 48" \text{ AND LESS I.D. OR SPAN} \\ 2.5 \text{ FT.} + \text{O.D. FOR PIPES OR PIPE ARCHES GREATER THAN } 48" \text{ I.D. OR SPAN} \\ 1.0 \text{ TO } 2.0 \text{ FT. FOR } 18" \text{ AND } 24" \text{ POLYETHYLENE PIPE.} \end{cases}$

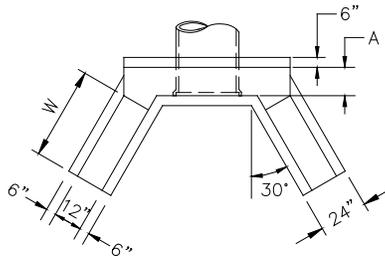
1. FINE AGGREGATE SHALL BE AASHTO NO. 10 STONE.
2. COARSE AGGREGATE SHALL BE SUBBASE MATERIAL, NO. 2A, OR AS SPECIFIED.

COMPACTION REQUIREMENTS

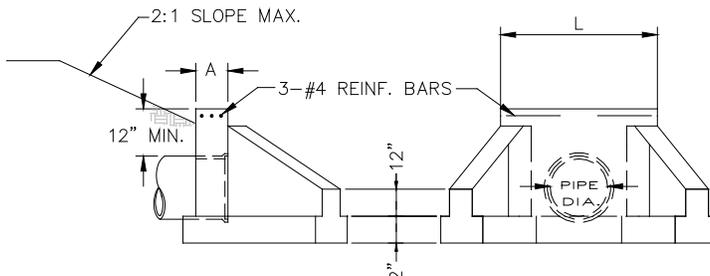
1. THOROUGHLY COMPACT EACH LAYER OF BACKFILL WITH MECHANICAL TAMPERS OR BY OTHER ACCEPTABLE METHODS FOR THE FULL TRENCH WIDTH.
2. COMPACT TO NOT LESS THAN 100% OF THE DETERMINED DRY WEIGHT DENSITY OF THE BACKFILL MATERIAL.

Figure 20 - Trench Restoration Details - Lawn Area

| PIPE DIAMETER | L    | W     | A   |
|---------------|------|-------|-----|
| 15" & 18"     | 4.0' | 4.0'  | 12" |
| 24"           | 4.6' | 4.25' | 12" |
| 36"           | 5.8' | 4.6'  | 12" |
| 48"           | 6.9' | 6.9'  | 12" |
| 54"           | 7.5' | 8.0'  | 12" |
| 60"           | 8.1' | 9.2'  | 15" |
| 72"           | 9.2' | 11.5' | 15" |



PLAN VIEW



SIDE ELEVATION

FRONT ELEVATION

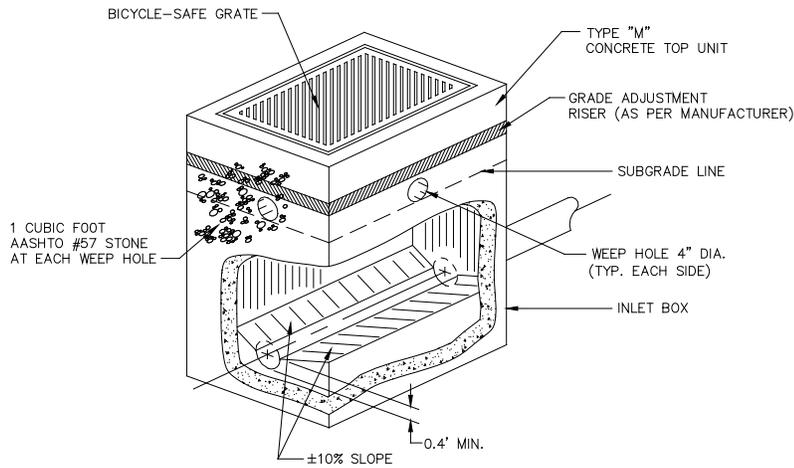


TYPE D-W ENDWALL DETAIL

NOT TO SCALE

SD\SD005  
REV: 6/30/97

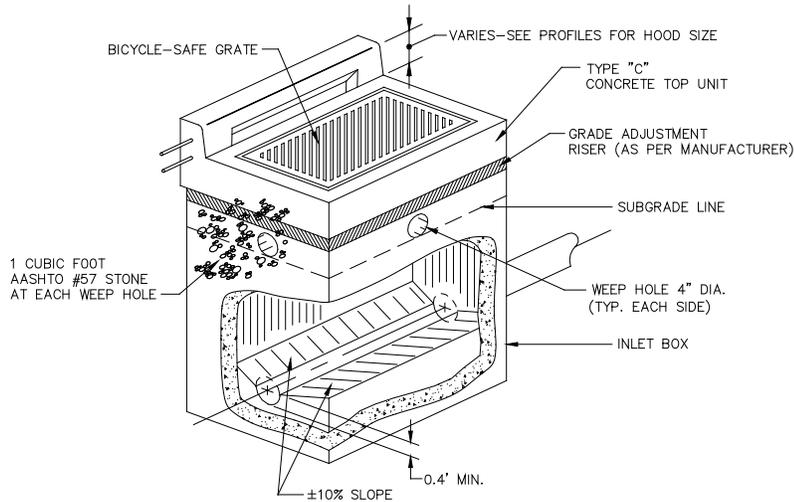
Figure 21 - Type D-W Endwall Detail



PennDOT TYPE M INLET

NOT TO SCALE

SD\SD037  
REV: 12/10/99



PennDOT TYPE C INLET

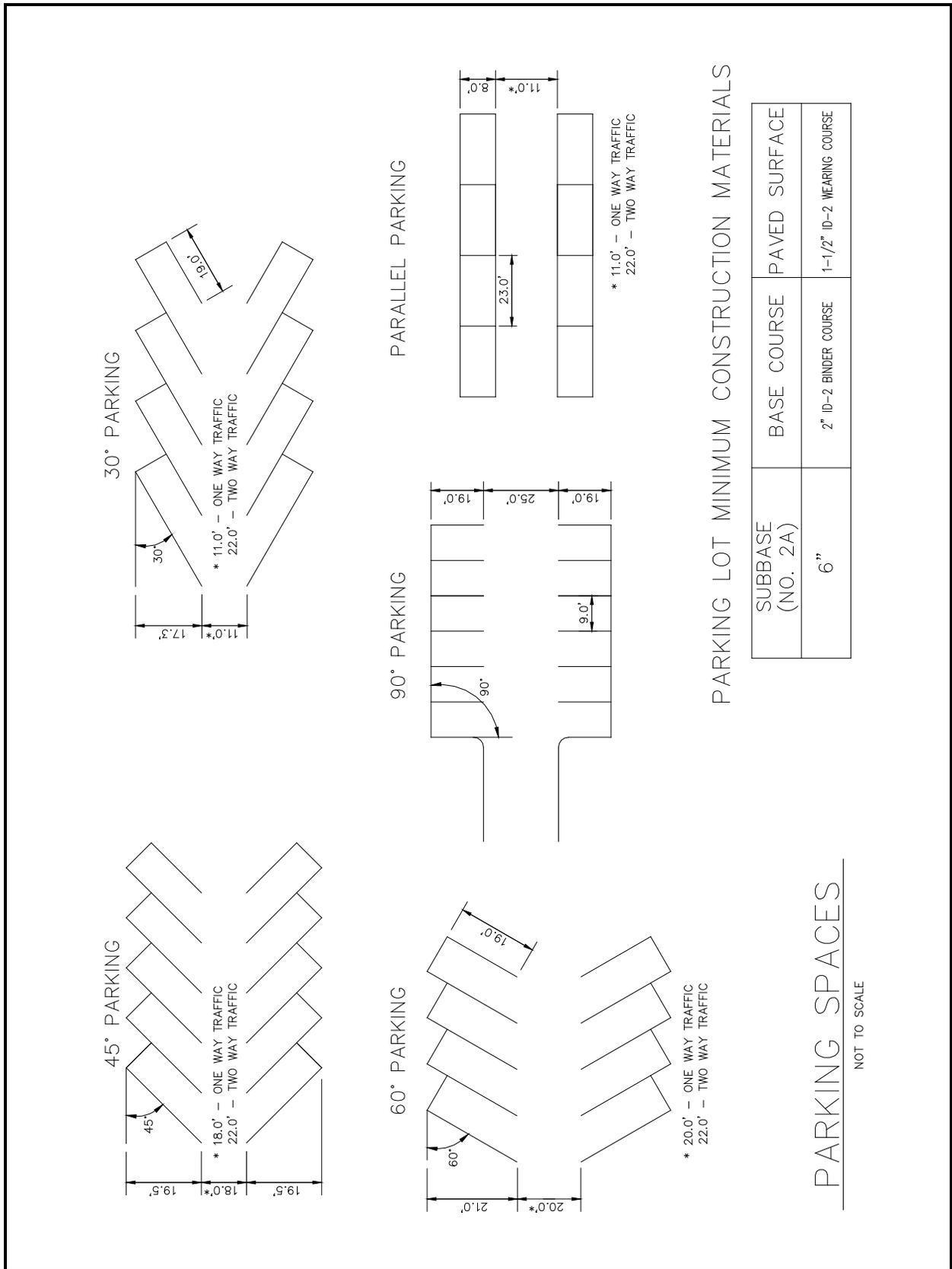
NOT TO SCALE

SD\SD036  
REV: 12/10/99

NOTES:

1. TYPE C INLET TO BE PROVIDED IN ALL CURB SITUATIONS.
2. ALL GRADE ADJUSTMENT RISERS TO BE PROVIDED BY MANUFACTURER.
3. LADDER RUNGS TO BE PROVIDED FOR ALL INLET BOXES THAT EXCEED THREE FEET (3') IN DEPTH.
4. ALL INLETS TO BE CONSTRUCTED AS SHOWN ON THE APPROVED PLAN.

Figure 22 - PennDOT Type C Inlet



PARKING LOT MINIMUM CONSTRUCTION MATERIALS

|                     |                       |                            |
|---------------------|-----------------------|----------------------------|
| SUBBASE<br>(NO. 2A) | BASE COURSE           | PAVED SURFACE              |
| 6"                  | 2" ID-2 BINDER COURSE | 1-1/2" ID-2 WEARING COURSE |

PARKING SPACES  
 NOT TO SCALE

Figure 23 - Parking Spaces

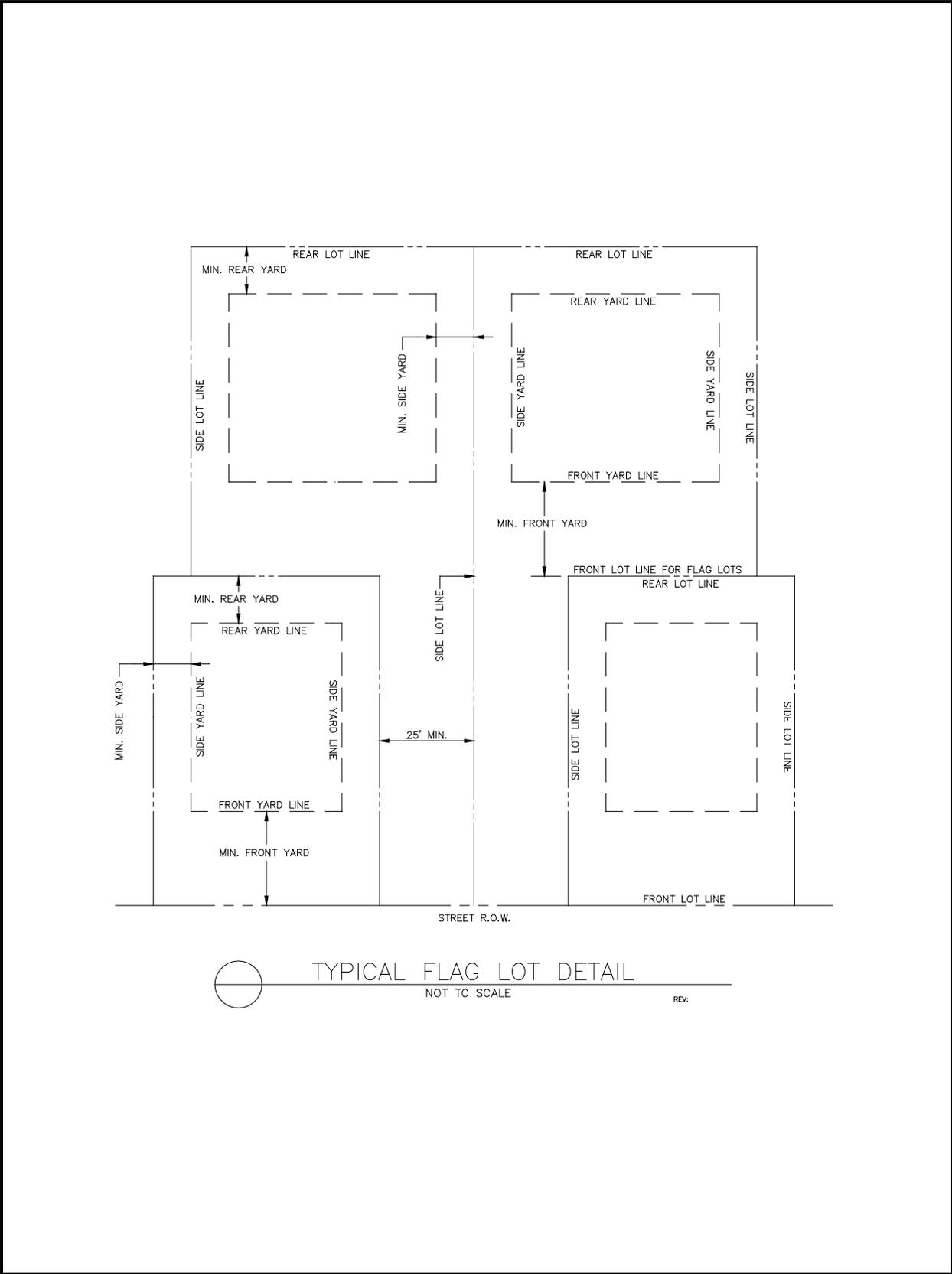


Figure 24 - Typical Flag Lot Detail

# RAINFALL INTENSITY-DURATION-FREQUENCY CHART

**THOMPSON TOWNSHIP ORDINANCE**

**RAINFALL INTENSITY-DURATION-FREQUENCY CHART**

FULTON COUNTY, PENNSYLVANIA

| Storm Event --                  | 2 yrs.                           | 10 yrs. | 25 yrs. | 50 yrs. | 100 yrs. |
|---------------------------------|----------------------------------|---------|---------|---------|----------|
| Time of Concentration (Minutes) | Rainfall Intensity (Inches/Hour) |         |         |         |          |
| 5                               | 4.24                             | 5.31    | 5.81    | 6.41    | 6.98     |
| 6                               | 4.03                             | 5.03    | 5.52    | 6.15    | 6.69     |
| 7                               | 3.83                             | 4.79    | 5.26    | 5.90    | 6.43     |
| 8                               | 3.66                             | 4.56    | 5.03    | 5.68    | 6.19     |
| 9                               | 3.50                             | 4.37    | 4.82    | 5.47    | 5.97     |
| 10                              | 3.36                             | 4.19    | 4.63    | 5.28    | 5.77     |
| 11                              | 3.23                             | 4.03    | 4.46    | 5.10    | 5.58     |
| 12                              | 3.11                             | 3.88    | 4.30    | 4.93    | 5.40     |
| 13                              | 3.00                             | 3.74    | 4.16    | 4.78    | 5.24     |
| 14                              | 2.89                             | 3.62    | 4.03    | 4.64    | 5.09     |
| 15                              | 2.80                             | 3.50    | 3.90    | 4.50    | 4.94     |
| 16                              | 2.71                             | 3.40    | 3.79    | 4.38    | 4.81     |
| 17                              | 2.63                             | 3.30    | 3.68    | 4.26    | 4.68     |
| 18                              | 2.55                             | 3.20    | 3.58    | 4.15    | 4.57     |
| 19                              | 2.48                             | 3.11    | 3.49    | 4.05    | 4.45     |
| 20                              | 2.41                             | 3.03    | 3.40    | 3.95    | 4.35     |
| 21                              | 2.34                             | 2.95    | 3.31    | 3.85    | 4.25     |
| 22                              | 2.28                             | 2.88    | 3.23    | 3.76    | 4.15     |
| 23                              | 2.22                             | 2.81    | 3.16    | 3.68    | 4.06     |
| 24                              | 2.17                             | 2.74    | 3.09    | 3.60    | 3.98     |
| 25                              | 2.12                             | 2.68    | 3.02    | 3.52    | 3.89     |
| 26                              | 2.07                             | 2.62    | 2.96    | 3.45    | 3.81     |
| 27                              | 2.02                             | 2.57    | 2.89    | 3.38    | 3.74     |
| 28                              | 1.98                             | 2.51    | 2.84    | 3.31    | 3.67     |
| 29                              | 1.93                             | 2.46    | 2.78    | 3.25    | 3.60     |
| 30                              | 1.89                             | 2.41    | 2.73    | 3.19    | 3.53     |
| 31                              | 1.85                             | 2.36    | 2.67    | 3.13    | 3.47     |
| 32                              | 1.82                             | 2.32    | 2.62    | 3.07    | 3.41     |

**THOMPSON TOWNSHIP ORDINANCE**  
**RAINFALL INTENSITY-DURATION-FREQUENCY CHART**

FULTON COUNTY, PENNSYLVANIA

| Storm Event --                         | 2 yrs.                                  | 10 yrs. | 25 yrs. | 50 yrs. | 100 yrs. |
|--|---|---------|---------|---------|----------|
| <b>Time of Concentration (Minutes)</b> | <b>Rainfall Intensity (Inches/Hour)</b> |         |         |         |          |
| 33                                     | 1.78                                    | 2.27    | 2.58    | 3.02    | 3.35     |
| 34                                     | 1.74                                    | 2.23    | 2.53    | 2.96    | 3.29     |
| 35                                     | 1.71                                    | 2.19    | 2.49    | 2.91    | 3.24     |
| 36                                     | 1.68                                    | 2.15    | 2.45    | 2.86    | 3.18     |
| 37                                     | 1.65                                    | 2.12    | 2.41    | 2.82    | 3.13     |
| 38                                     | 1.62                                    | 2.08    | 2.37    | 2.77    | 3.08     |
| 39                                     | 1.59                                    | 2.05    | 2.33    | 2.73    | 3.04     |
| 40                                     | 1.56                                    | 2.01    | 2.29    | 2.68    | 2.99     |
| 41                                     | 1.54                                    | 1.98    | 2.26    | 2.64    | 2.94     |
| 42                                     | 1.51                                    | 1.95    | 2.22    | 2.60    | 2.90     |
| 43                                     | 1.49                                    | 1.92    | 2.19    | 2.56    | 2.86     |
| 44                                     | 1.46                                    | 1.89    | 2.16    | 2.53    | 2.82     |
| 45                                     | 1.44                                    | 1.86    | 2.13    | 2.49    | 2.78     |
| 46                                     | 1.42                                    | 1.83    | 2.10    | 2.46    | 2.74     |
| 47                                     | 1.39                                    | 1.81    | 2.07    | 2.42    | 2.70     |
| 48                                     | 1.37                                    | 1.78    | 2.04    | 2.39    | 2.67     |
| 49                                     | 1.35                                    | 1.76    | 2.01    | 2.36    | 2.63     |
| 50                                     | 1.33                                    | 1.73    | 1.98    | 2.32    | 2.60     |
| 51                                     | 1.31                                    | 1.71    | 1.96    | 2.29    | 2.56     |
| 52                                     | 1.29                                    | 1.68    | 1.93    | 2.26    | 2.53     |
| 53                                     | 1.27                                    | 1.66    | 1.91    | 2.23    | 2.50     |
| 54                                     | 1.26                                    | 1.64    | 1.88    | 2.21    | 2.47     |
| 55                                     | 1.24                                    | 1.62    | 1.86    | 2.18    | 2.44     |
| 56                                     | 1.22                                    | 1.60    | 1.84    | 2.15    | 2.41     |
| 57                                     | 1.21                                    | 1.58    | 1.81    | 2.13    | 2.38     |
| 58                                     | 1.19                                    | 1.56    | 1.79    | 2.10    | 2.35     |
| 59                                     | 1.17                                    | 1.54    | 1.77    | 2.07    | 2.33     |
| 60                                     | 1.16                                    | 1.52    | 1.75    | 2.05    | 2.30     |

Source: Pennsylvania Department of Transportation, Rainfall Intensity-Duration Charts, developed by Penn State University, Department of Engineering, October 1986.



## RUNOFF COEFFICIENTS

("C" for use with Rational Formula)

| Soil Group                  | A     |        |        | B    |       |        | C      |      |       | D      |        |      |
|-----------------------------|-------|--------|--------|------|-------|--------|--------|------|-------|--------|--------|------|
|                             | Slope | 0 - 2% | 2 - 6% | 6%+  | Slope | 0 - 2% | 2 - 6% | 6%+  | Slope | 0 - 2% | 2 - 6% | 6%+  |
| Land Use                    |       |        |        |      |       |        |        |      |       |        |        |      |
| <b>Cultivated Land</b>      |       |        |        |      |       |        |        |      |       |        |        |      |
| Winter conditions           | 0.14  | 0.23   | 0.34   | 0.21 | 0.32  | 0.41   | 0.27   | 0.37 | 0.48  | 0.34   | 0.45   | 0.56 |
| Summer conditions           | 0.10  | 0.16   | 0.22   | 0.14 | 0.20  | 0.28   | 0.19   | 0.26 | 0.33  | 0.23   | 0.29   | 0.38 |
| <b>Fallow Fields</b>        |       |        |        |      |       |        |        |      |       |        |        |      |
| Poor conditions             | 0.12  | 0.19   | 0.28   | 0.17 | 0.25  | 0.34   | 0.23   | 0.33 | 0.40  | 0.27   | 0.35   | 0.45 |
| Good conditions             | 0.08  | 0.13   | 0.16   | 0.11 | 0.15  | 0.21   | 0.14   | 0.19 | 0.26  | 0.18   | 0.23   | 0.31 |
| <b>Forest/<br/>Woodland</b> |       |        |        |      |       |        |        |      |       |        |        |      |
|                             | 0.08  | 0.11   | 0.14   | 0.10 | 0.14  | 0.18   | 0.12   | 0.16 | 0.20  | 0.15   | 0.20   | 0.25 |
| <b>Grass Areas</b>          |       |        |        |      |       |        |        |      |       |        |        |      |
| Good conditions             | 0.10  | 0.16   | 0.20   | 0.14 | 0.19  | 0.26   | 0.18   | 0.22 | 0.30  | 0.21   | 0.25   | 0.35 |
| Average conditions          | 0.12  | 0.18   | 0.22   | 0.16 | 0.21  | 0.28   | 0.20   | 0.25 | 0.34  | 0.24   | 0.29   | 0.41 |

|                             |      |      |      |      |      |      |      |      |      |      |      |      |
|-----------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Poor conditions             | 0.14 | 0.21 | 0.30 | 0.18 | 0.28 | 0.37 | 0.25 | 0.35 | 0.44 | 0.30 | 0.40 | 0.50 |
| <b>Impervious Areas</b>     | 0.90 | 0.91 | 0.92 | 0.91 | 0.92 | 0.92 | 0.92 | 0.93 | 0.94 | 0.93 | 0.94 | 0.95 |
| <b>Weighted Residential</b> |      |      |      |      |      |      |      |      |      |      |      |      |
| Lot size 1/8 acre           | 0.29 | 0.33 | 0.36 | 0.31 | 0.35 | 0.40 | 0.34 | 0.38 | 0.44 | 0.36 | 0.41 | 0.48 |
| Lot size 1/4 acre           | 0.26 | 0.30 | 0.34 | 0.29 | 0.33 | 0.38 | 0.32 | 0.36 | 0.42 | 0.34 | 0.38 | 0.46 |
| Lot size 1/3 acre           | 0.24 | 0.28 | 0.31 | 0.26 | 0.32 | 0.35 | 0.29 | 0.35 | 0.40 | 0.32 | 0.36 | 0.43 |
| Lot size 1/2 acre           | 0.21 | 0.25 | 0.28 | 0.24 | 0.27 | 0.32 | 0.27 | 0.31 | 0.37 | 0.30 | 0.34 | 0.43 |
| Lot size 1 acre             | 0.18 | 0.23 | 0.26 | 0.21 | 0.24 | 0.30 | 0.24 | 0.29 | 0.36 | 0.28 | 0.32 | 0.41 |

## RUNOFF CURVE NUMBERS

("CN" for use with SCS Method)

| Soil Group                  | A      |        |     | B      |        |     | C      |        |     | D      |        |     |
|-----------------------------|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|
| Slope                       | 0 - 2% | 2 - 6% | 6%+ | 0 - 2% | 2 - 6% | 6%+ | 0 - 2% | 2 - 6% | 6%+ | 0 - 2% | 2 - 6% | 6%+ |
| Land Use                    |        |        |     |        |        |     |        |        |     |        |        |     |
| <b>Cultivated Land</b>      |        |        |     |        |        |     |        |        |     |        |        |     |
| Winter conditions           | 48     | 60     | 75  | 62     | 73     | 82  | 68     | 78     | 90  | 77     | 88     | 95  |
| Summer conditions           | 35     | 51     | 58  | 48     | 55     | 65  | 57     | 65     | 73  | 64     | 69     | 79  |
| <b>Fallow Fields</b>        |        |        |     |        |        |     |        |        |     |        |        |     |
| Poor conditions             | 45     | 54     | 65  | 56     | 63     | 73  | 64     | 74     | 81  | 69     | 77     | 87  |
| Good conditions             | 30     | 44     | 48  | 43     | 48     | 55  | 48     | 54     | 63  | 56     | 60     | 68  |
| <b>Forest/<br/>Woodland</b> |        |        |     |        |        |     |        |        |     |        |        |     |
|                             | 30     | 40     | 43  | 42     | 46     | 50  | 45     | 50     | 53  | 50     | 56     | 61  |
| <b>Grass Areas</b>          |        |        |     |        |        |     |        |        |     |        |        |     |
| Good conditions             | 35     | 51     | 53  | 48     | 54     | 63  | 56     | 59     | 73  | 62     | 63     | 79  |
| Average conditions          | 45     | 53     | 58  | 52     | 55     | 65  | 60     | 63     | 75  | 65     | 69     | 82  |

|                             |    |    |    |    |    |    |    |    |    |    |    |    |
|-----------------------------|----|----|----|----|----|----|----|----|----|----|----|----|
| Poor conditions             | 48 | 55 | 67 | 56 | 67 | 77 | 66 | 74 | 85 | 73 | 81 | 90 |
| <b>Impervious Areas</b>     | 96 | 97 | 98 | 96 | 97 | 98 | 96 | 97 | 98 | 96 | 97 | 98 |
| <b>Weighted Residential</b> |    |    |    |    |    |    |    |    |    |    |    |    |
| Lot size 1/8 acre           | 71 | 75 | 78 | 74 | 76 | 82 | 78 | 80 | 87 | 81 | 83 | 90 |
| Lot size 1/4 acre           | 62 | 67 | 71 | 66 | 69 | 76 | 67 | 69 | 76 | 75 | 78 | 88 |
| Lot size 1/3 acre           | 59 | 65 | 69 | 64 | 66 | 74 | 65 | 66 | 75 | 74 | 77 | 87 |
| Lot size 1/2 acre           | 57 | 63 | 68 | 62 | 64 | 73 | 63 | 65 | 73 | 72 | 76 | 86 |
| Lot size 1 acre             | 55 | 62 | 67 | 61 | 63 | 72 | 61 | 64 | 72 | 71 | 75 | 85 |

## MINIMUM SAFE SIGHT STOPPING DISTANCE CHART

|                          |     | Roadway Grade (Percent) |     |      |     |      |     |      |     |      |     |      |     |      |     |      |     |      |     |      |     |        |  |
|--------------------------|-----|-------------------------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|------|-----|--------|--|
|                          |     | 0                       |     | 1 -1 |     | 2 -2 |     | 3 -3 |     | 4 -4 |     | 5 -5 |     | 6 -6 |     | 7 -7 |     | 8 -8 |     | 9 -9 |     | 10 -10 |  |
|                          |     | 0                       | 1   | -1   | 2   | -2   | 3   | -3   | 4   | -4   | 5   | -5   | 6   | -6   | 7   | -7   | 8   | -8   | 9   | -9   | 10  | -10    |  |
| Posted Speed Limit (MPH) | 5   | 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 --->*

$$SSSD = 1.47 \times V \times t + \frac{V^2}{30 \times (f \pm g)}$$