

22 Attachment 1

Township of Conewago

TABLE 1

STREET DESIGNS

Street Type	Row Width	Cartway Width		With Curbs	Material Specifications	
		Shoulders ¹	W/O Curbs		Base Materials	Paving
Arterial Streets	As determined by the Board of Supervisors and Planning Commission after consultation with the Pennsylvania Department of Transportation.					
Collector Streets	60'	6' each	28'	34'	6" – Subbase	8" CABC 2" ID-2 Binder Course 2" ID-2 Wearing Course
					6" – Subbase	4" BCBC 2 1/2" ID-2 Binder Course 2" ID-2 Wearing Course
Minor Streets (general)	50'	4' each	24'	32'	6" – Subbase	6" CABC 2" ID-2 Binder Course

SUBDIVISION AND LAND DEVELOPMENT

Street Type	Row Width	Cartway Width		With Curbs	Material Specifications	
		Shoulders ¹	W/O Curbs		Base Materials	Paving
Minor Streets (industrial/commercial use)	60'	6' each	28'	34'	6" – Subbase	2" ID-2 Wearing Course 4 1/2" [??318] BCBC
					8" – Subbase	2" ID-2 Wearing Course 6" CABC
Cul-de-sac	50'	4' each	28'	34'	8" – Subbase	2" ID-2 Binder 2" ID-2 Wearing Course 4 1/2" BCBC
					Same as Minor (general)	2" ID-2 Wearing Course Same as Minor (general)
Temporary and Permanent Turn Around of Cul-de-Sac (diameter)	100'	4'	80'	80'	Same as Minor (general)	Same as Minor (general)
Service Drive (private)	N/A	N/A	20'	20'	Same as Minor (general)	Same as Minor (general)

(22, Table 1)

1 Required only in absence of curbing.

Legends: BCBC = Bituminous Concrete Base Course.

CABC = Crushed Aggregate Base Course.

(Ord. 1989-1, 9/13/1989, §502; as amended by Ord. 1996-1, 4/10/1996, §1)

22 Attachment 2

Township of Conewago

EXHIBIT I

SAMPLE CERTIFICATION AND DEDICATORY BLOCKS

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

ON THIS THE ____ DAY OF _____ 19 ____ BEFORE ME THE UNDERSIGNED
PERSONALLY APPEARED

OWNER(S) _____

OWNER(S) _____

WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT
THEY ARE THE OWNERS OF THE PROPERTY SHOWN ON THIS PLAN AND THAT
THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND DEED AND DESIRE
THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND DATE ABOVE WRIT-
TEN,

MY COMMISSION EXPIRES

NOTARY PUBLIC

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED ARE THE LE-
GAL/EQUITABLE OWNERS OF THE PROPERTY SHOWN ON THIS PLAT AND
THAT ALL STREETS OR PARTS THEREOF, IF NOT PREVIOUSLY DEDICATED,
ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.

OWNER(S) _____

OWNER(S) _____

OWNER(S) _____

OWNER(S) _____

I HEREBY CERTIFY THIS PLAN TO BE CORRECT AS SHOWN.

REGISTERED SURVEYOR

NAME OF SURVEYOR
ADDRESS
TELEPHONE NUMBER

22 Attachment 3

Township of Conewago

EXHIBIT II

SAMPLE PLAT APPROVAL BLOCKS

THIS PLAN REVIEWED BY THE DAUPHIN COUNTY PLANNING COMMISSION
THIS ____ DAY OF _____ 19____

CHAIRMAN _____

SECRETARY _____

THIS PLAN REVIEWED BY THE CONEWAGO TOWNSHIP ENGINEER THIS ____
DAY OF ____ 19____

TOWNSHIP ENGINEER _____

THIS PLAN RECOMMENDED FOR APPROVAL BY THE CONEWAGO TOWNSHIP
PLANNING COMMISSION THIS ____ DAY OF _____ 19____

CHAIRMAN _____

SECRETARY _____

THIS PLAN APPROVED BY THE BOARD OF SUPERVISORS OF CONEWAGO
TOWNSHIP THIS ____ DAY OF _____ 19____

CHAIRMAN _____

SECRETARY _____

THIS PLAN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND
FOR DAUPHIN COUNTY THIS ____ DAY OF _____ 19____

PLAN BOOK ____ VOLUME ____ PAGE ____

22 Attachment 4

Township of Conewago

EXHIBIT III

SAMPLE TIME EXTENSION AGREEMENT CONEWAGO TOWNSHIP

AGREEMENT TO EXTEND THE TIME FOR RENDERING AND COMMUNICATING A DECISION ON CERTAIN PRELIMINARY AND/OR FINAL SUBDIVISION/LAND DEVELOPMENT PLANS.

This Agreement made the ____ day of _____ 19____, by and between the Board of Supervisors of the Township of Conewago, Dauphin County, Pennsylvania, (hereinafter called "Governing Body") and _____ (hereinafter called "Applicant").

WHEREAS, the Applicant submitted a preliminary/final plan of subdivision/land development for a development known as _____ to the Township on the ____ day of _____, 19____; and

WHEREAS, there are certain deficiencies, matters of incompleteness or other similar items by reason of which the Board of Supervisors cannot approve said plan of subdivision/land letter delivered to applicant by the Board of Supervisors dated the ____ day of _____, 19____, receipt of which is acknowledged by Applicant; and

WHEREAS, the term within which the Board of Supervisors must render a decision approving or disapproving said plan of subdivision/land development pursuant to the provisions of Section 508 of the Pennsylvania Municipalities Planning Code, as amended, expires the ____ day of _____, 19____; and

WHEREAS, the Applicant wishes to have an additional period of time within which to attempt to bring said plan of subdivision/land development into compliance with all applicable Township ordinances and regulations;

NOW THEREFORE, in consideration of the above recitals and the covenants hereinafter contained. The parties hereto agree as follows:

1. Applicant hereby agrees to an extension of the time within which the Board of Supervisors must render a decision and communicate its decision relative to the above-mentioned plan of subdivision/land development to the Applicant which extended time period shall expire the ____ day of _____ 19____.
2. In consideration of the extension of time granted by Applicant, the Board of Supervisors agrees that it will not disapprove the plan of subdivision/land development submitted as aforesaid at this time as it would otherwise be bound to do; rather, the Board of Supervisors agrees to consider the plan of subdivision/land development with such changes and corrections as the Applicant shall make and to render a decision within the time as extended by this Agreement.

SUBDIVISION AND LAND DEVELOPMENT

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands and seals the day and year first above written.

WITNESS:

Applicant

Applicant

Accepted by Conewago Township

BY: _____

Chairman

22 Attachment 5

Township of Conewago

EXHIBIT IV

SAMPLE IRREVOCABLE LETTER OF CREDIT

Township of Conewago
R.D. 1, Box 151
Hershey, PA 17033

IRREVOCABLE LETTER OF CREDIT NO. _____

At the request of _____, we hereby authorize the Township of Conewago, Dauphin County, to draw on _____ up to an aggregate amount of _____ U.S. dollars available by your drafts at sight accompanied by your written certification for the failure of _____ to complete improvements as required by the subdivision/land development plan of _____, dated _____, 19____, and any related agreements between _____, and the Township of Conewago, particularly the Agreement to Establish Security, dated _____, 19____.

Such certification must enumerate the amount payable to you from the account of _____. All drafts so drawn must be marked drawn under our credit number _____.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the expiration date provided hereinafter unless 30 days prior to such expiration date we shall notify you in writing by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder, without having incurred liability by reason of the failure of to construct and install the improvements as required by the above identified plans, profiles and agreements, by means of your drafts on us, at sight, accompanied by your written certification that certain installation and construction work remains to be completed and the proceeds of your drafts will be retained and used by you to make any payments which you might thereafter be _____ to complete the construction and installation of said improvements, and further, that you will refund to us the amount paid, less any amounts which may have been paid by you for the construction and installation of said uncompleted improvements.

We engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored on or before _____ or any automatically extended date, as hereinbefore set forth. We confirm the credit and hereby undertake that all drafts, presented as above specified, will be duly honored by us.

SUBDIVISION AND LAND DEVELOPMENT

We specifically agree that your drafts will be honored regardless of any objection made by _____ or any third party, even if said objections indicate that all the required improvements have been completed. In the event we refuse and fail to honor your drafts in violation of the foregoing we will be responsible for reasonable attorney fees incurred by you in enforcing your right to payment under the terms hereof. It shall be the responsibility of _____ to resolve any disputes with the Township of Conewago and payments on drafts will not be withheld as a result of any such disputes.

Very truly yours,

ATTEST:

Secretary

The Applicant is aware of the contents of this letter of credit, understands the same, and agrees that the issuance of the same, subject to the conditions contained herein, effectively eliminates any right to object to payment of said drafts, although Applicant retains all rights to take any legal or equitable action against the Township of Conewago to recover the proceeds of said drafts so honored, to the extent that the Township of Conewago is determined to be not entitled to the same, and/or has not refunded the same to _____.

By _____

President/Partner

22 Attachment 6

Township of Conewago

EXHIBIT V

SAMPLE SECURITY AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 19 ____, by and between _____ hereinafter referred to as "Applicant," and THE TOWNSHIP OF CONEWAGO, Dauphin County, Pennsylvania, hereinafter called "TOWNSHIP."

WHEREAS, Section ____ of Ordinance ____ provides as a prerequisite to receiving authorization to proceed to construct required improvements, the Applicant shall deposit with the Township cash, a corporate bond or other security acceptable to the Township in an amount sufficient to cover at least 110% of the costs of construction of the subject improvements which amount shall be approved by the Township Engineers in writing prior to submission of the letter of credit, and which may be required and for such period of time as the Township determines reasonable.

WHEREAS, the Applicant has submitted final design plans a preliminary and final subdivision/land development plan known as _____ to the Township which plan has been approved contingent upon the Applicant's depositing security acceptable to the Township to guarantee the installation of improvements shown thereon.

NOW, THEREFORE, it is hereby agreed between the Applicant and the Township as follows:

1. The owners, at their sole expense, will construct and install the improvements required by the final design plans for the preliminary and final subdivision/land development plan of the development known as _____ and by accompanying engineering drawings identified as follows:
2. Said improvements shall be constructed and installed by _____. Time of the completion of the said improvements shall be of the essence unless extended by mutual agreement of the parties in writing.
3. The Township Engineer, after submission of the Applicant's plans and information, has determined that the amount of sufficient security for the construction and installation of said improvements shall be ____ dollars, determined as follows:
4. Upon execution of this Agreement the Applicant shall deposit with the Township an irrevocable letter of credit in the amount of at least _____ having an expiration date of no earlier than _____. Said irrevocable letter of credit shall be issued by a suitable banking institution acceptable to the Township, shall refer

SUBDIVISION AND LAND DEVELOPMENT

to the within Agreement and otherwise shall be acceptable to the Township and in a form generally as that attached hereto and marked Exhibit "IV.

- 5. Immediately after execution of this Agreement and receipt by the Township of the letter of credit, the Township shall authorize the Applicant to proceed with the construction of the improvements provided the Applicant complies with the requirements of all other pertinent Township Ordinances.
- 6. Upon completion of the improvements in accordance with the procedure of Section 510 of the Pennsylvania Municipalities Planning Code, as amended and supplemented, and with the provisions of Ordinance _____, the Township shall release said security.
- 7. Prior to acceptance of the improvements by the Township, the Applicant shall post a maintenance bond or letter of credit in favor of the Township. This guarantee shall be in an amount not less than 15% of the original improvement guarantee and shall bear a term of 18 months. At the end of the eighteen-month period, the Township Engineer or his designated representative shall inspect the improvements to ascertain their condition prior to release of the maintenance guarantee. If any repairs are deemed necessary at this time, as a result of this inspection, the Applicant shall make all required repairs as soon as possible. In the event the Applicant refuses to make the repairs or is financially unable to do so, the Township shall invoke the provisions of the maintenance guarantee and use the proceeds thereof to complete the repairs.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals the day and year first above written.

WITNESS:

_____ By: _____
 BOARD OF SUPERVISORS
 TOWNSHIP OF CONEWAGO
 DAUPHIN COUNTY,
 PENNSYLVANIA

_____ By: _____
 President or Vice President
 Applicant

ATTEST:

 Secretary or Assistant Secretary

22 Attachment 7

Township of Conewago

EXHIBIT VI

SIGHT DISTANCE DIAGRAM CHART

