

SUBDIVISION AND LAND DEVELOPMENT

Township of Middle Smithfield

**Appendix D-13
Township Certification of Deemed Approval:
Middle Smithfield Township Board of Supervisors:**

DEEMED APPROVAL DATE

The _____ plan submitted by _____ titled _____ was submitted to and accepted by Middle Smithfield Township with the official submittal date being set as _____, 20____ and the ninety-day period allotted for consideration and action by the Township was not waived or extended by the Subdivider/Developer or any granted extension has expired and no official action was taken by Middle Smithfield Township within the said period therefore pursuant to Section 508(3) of the Pennsylvania Municipalities Planning Code, as amended, and pursuant to subsection _____ of the Middle Smithfield Township Subdivision and Land Development Regulations the within _____ plan is deemed approved.

Date _____, 20_____

Attested to by _____
Secretary,
to the Board of Supervisors of
Middle Smithfield Township

(TOWNSHIP SEAL)

SUBDIVISION AND LAND DEVELOPMENT

Township of Middle Smithfield

**Appendix D-14
Construction Certification**

THIS CERTIFICATION executed this _____ day of _____, 20____ by

address _____

(herein called the DEVELOPER)

— INDEMNIFYING —

MIDDLE SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA,

(a Pennsylvania Township of the second class, herein called the TOWNSHIP)

— WITNESSETH —

WHEREAS, the Developer is in the process of altering a tract or parcel of land situate in Middle Smithfield Township, Monroe County, Pennsylvania known and designated as

for the purpose of installing and constructing improvements and facilities as shown therein:

WHEREAS, after due consideration of all data presented, Middle Smithfield Township has approved the said _____ plan as prepared by _____ together with various supporting plans, profiles, data, specifications and related documents:

WHEREAS, the benefits of this construction certification inures solely to Middle Smithfield Township and not to third parties including, but not limited to lot and/or unit purchasers, contractors or subcontractors, laborers and suppliers.

AND

WHEREAS, THE APPROVAL OF MIDDLE SMITHFIELD TOWNSHIP OF THE SAID PLAN IS CONDITIONED UPON THE EXECUTION OF THIS CERTIFICATION:

- A. The Developer shall furnish and install all materials and construct in a workmanlike manner, at his own cost and expense, in accordance with the design criteria of the approved plan, profiles, data, specifications and related documents all improvements set forth on the said plan.
- B. The Developer shall install and maintain at his own cost and expense all facilities necessary to protect the subject, adjacent and down gradient properties from damages resulting from erosion, sediment pollution and storm water runoff attributable to the subject site alteration.

MIDDLE SMITHFIELD CODE

- C. The Developer accepts full responsibility for any and all damages the subject property or any other property suffers from erosion, sediment pollution or storm water runoff due to the development of the said property and further indemnifies Middle Smithfield Township from any responsibility whatsoever due to approving and allowing the site alteration of the said subject property.
- D. The Developer agrees to secure and maintain adequate liability insurance for the duration of the improvement installation and construction and further agrees to furnish evidence of such coverage to the Township upon request.
- E. The Developer agrees to be responsible for any and all reasonable legal and engineering costs and expenses for construction inspection, consultations and preparation of agreements, to the extent such costs and expenses exceed the monies paid by the Developer in accordance with the standard fee schedules.
- F. Any changes to or deviation from the approved plan, supporting plans, profiles, data, specifications and related documents shall be submitted in writing to the Township by the Developer and approved by the Township as a supplement to the said plan prior to implementation of the said changes or deviations.
- G. If the Developer fails or neglects to do or perform or observe any of the articles contained in this certification and such failure or neglect continues for a period of not less than 30 days after the Township has notified the Developer in writing of the said default hereunder and the Developer has failed to correct such default within the said 30 days or if the Developer shall be declared to be bankrupt or insolvent according to law or if any assignment of the Developer's property shall be made to benefit of creditors, then in any such case or event, the Township may, at their option, immediately or at any time thereafter without demand notice, declare this certification to have been violated or breached and all approvals given the subject plans are automatically become nullified and be voided with no further action by the Township.
- H. The Developer shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise dispose of this agreement or of any rights created by this agreement, or permit any other person or persons, company or corporation to assume his obligations hereunder without the prior written consent of the Supervisors of Middle Smithfield Township.
- I. The Developer agrees to grant free and unhampered access to any and all Township representatives at all times during normal working hours for the purpose of inspecting the construction and/or installation of improvements.
- J. In the event that any article or subarticle of this agreement is violated or breached by the Developer, the Township may initiate and maintain civil action to obtain a writ of injunction against the Developer to:
 - a. Halt any and all faulty construction.
 - b. Halt any and all deviation from the plans and related documents that have been approved by the Township.

SUBDIVISION AND LAND DEVELOPMENT

- K. Should any article or subarticle of this certification be declared by a court of competent jurisdiction to be invalid, such judgement shall not affect the validity of the certification as a whole or any part or provision thereof other than the part so declared to be invalid.
- L. The Developer agrees that this certification shall be completely binding on his heirs and assigns.

IN WITNESS WHEREOF, the Developer has caused this certification to be executed the day and year first above written.

DEVELOPER

(signature)

(name and title)

Township of Middle Smithfield

Appendix D-15

Middle Smithfield Township, Monroe County, Pennsylvania
147 Municipal Drive, East Stroudsburg, PA 18302
Phone No. 570-223-8920 – Fax No. 570-445-3720

Sewage Disposal and/or Water Supply Certification

SUBDIVISION/DEVELOPMENT NAME

NAME AND ADDRESS OF UTILITY PROVIDER:

Name _____ Phone _____

Address _____

THE LISTED UTILITY PROVIDER DOES HEREBY CERTIFY THAT THE FOLLOWING UTILITIES ARE AVAILABLE TO THE ABOVE SUBDIVISION/DEVELOPMENT AND UPON COMPLIANCE WITH THE REQUIREMENTS OF THE SAID UTILITY PROVIDER THE SUBJECT SUBDIVISION/DEVELOPMENT WILL BE CONNECTED TO AND SERVED AS MAY BE REQUIRED TO PROVIDE ADEQUATE SEWAGE DISPOSAL AND/OR WATER SUPPLY TO ALL LOTS AND/OR BUILDING UNITS.

— SEWAGE COLLECTION AND DISPOSAL SYSTEM

— WATER SUPPLY AND DISTRIBUTION SYSTEM

UTILITY PROVIDER CERTIFICATION:

AS REPRESENTATIVE OF THE LISTED UTILITY PROVIDER I HEREBY CERTIFY TO THE ABOVE STATEMENT:

Signature of Representative _____

(Print name and title) _____

Signed this _____ day of _____, 20 ____.

Township of Middle Smithfield

Appendix D-16 Waiver of Township Action Time Limitations

TYPE OF PLAN (Check off All that Apply)

<input type="checkbox"/> MAJOR SUBDIVISION (preliminary plan)	<input type="checkbox"/> PLANNED RESIDENTIAL DEVELOPMENT (tentative approval)
<input type="checkbox"/> MAJOR SUBDIVISION (final plan)	<input type="checkbox"/> PLANNED RESIDENTIAL DEVELOPMENT (final development plan)
<input type="checkbox"/> MINOR SUBDIVISION	<input type="checkbox"/> LAND DEVELOPMENT
<input type="checkbox"/> MOBILE HOME PARK DEVELOPMENT	<input type="checkbox"/> SITE ALTERATION
<input type="checkbox"/> CAMPGROUND DEVELOPMENT	
<input type="checkbox"/> SITE PLAN	

1. PROJECT NAME _____

2. PROPERTY OWNER(S) _____ PHONE NO. _____

ADDRESS _____

3. PLAN PREPARER _____ PHONE NO. _____

ADDRESS _____

4. EMAIL ADDRESS(ES) _____

TO WHOM IT MAY CONCERN:

I/WE HEREBY AGREE TO EXTEND THE TIME LIMIT FOR ACTION BY THE MIDDLE SMITHFIELD TOWNSHIP BOARD OF SUPERVISORS UNDER THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE, AS AMENDED.

OFFICIAL PLAN SUBMISSION DATE _____, 20____

TIME LIMITATIONS WAIVED UNTIL _____, 20____

Date _____, 20____

(signature) _____

(print name and title) _____

SUBDIVISION AND LAND DEVELOPMENT

170 Attachment 4

Township of Middle Smithfield

Table 3-1
Minimum Design Specifications by Type of Street

Design Specifications	Arterial Streets	Collector Streets	Minor Streets	Local Access Streets	Mobile Home Park Streets ⁶	Camp-ground Streets ⁷	Alleys	Parking Access Drives ⁸	Private Access Streets ⁹
Right-of-way width ^{1,2} (feet)	60	60	50	50			30		
Cartway width:									
With shoulders (feet)	44	40	36	32			20		
With curbs (no parking) (feet)	28	28	28	28			20		
With curbs and parking (feet)	NA	44	40	32 ⁵			NA		
Travelway width:									
Two-way (feet)	24	24	24	24			20		
One-way (feet)	20	20	20	20			12		
Split travelway (feet)	14	12	12	12			NA		
Shoulder width (feet)	10	8	6	4			0		
Minimum center-line radius ³ (feet)	500	250	150	100			100		
Minimum sight distance:									
Open road travelway (feet)	500	350	200	200			100	100	
Maximum grades ⁴	6%	10%	12%	12%			15%	15%	

See descriptions of types of streets in Section 170-45.

NOTES:

NA = Not applicable.

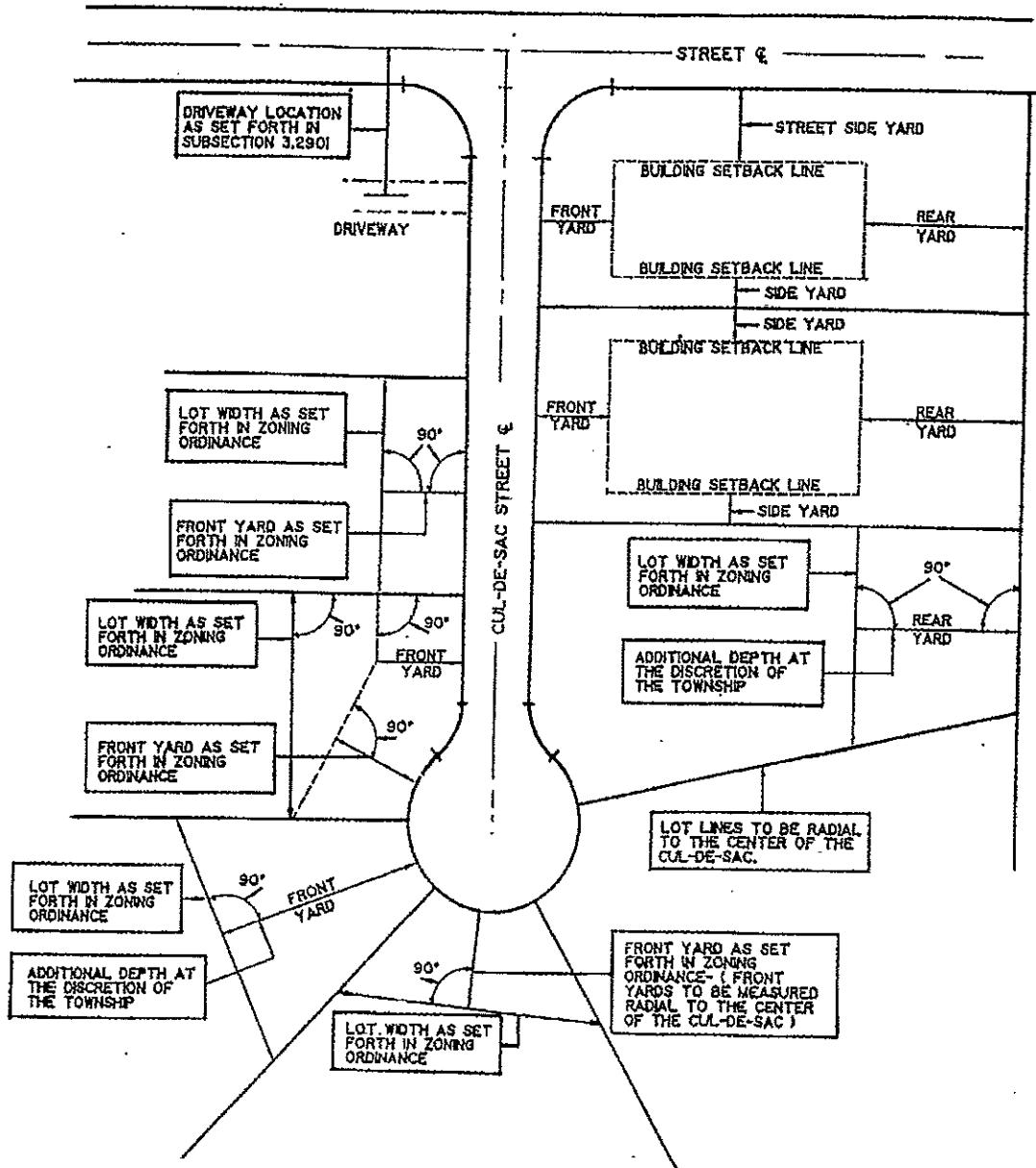
¹Plus slope, drainage and utility easements as required.²Additional standards may be as per Pennsylvania Department of Transportation specifications.³Larger radii may be required as determined by alignment to provide the required sight distances.⁴Steeper grades may be allowed upon granting of a modification by the Township.⁵Except 40 feet adjacent to a development of twin houses, townhouses or apartments that does not have convenient overflow parking lots for visitors.⁶See Section 170-133.I.⁷See Section 170-112.G.⁸See Section 050-40.B. of the Zoning Ordinance.⁹See Section 170-53.

SUBDIVISION AND LAND DEVELOPMENT

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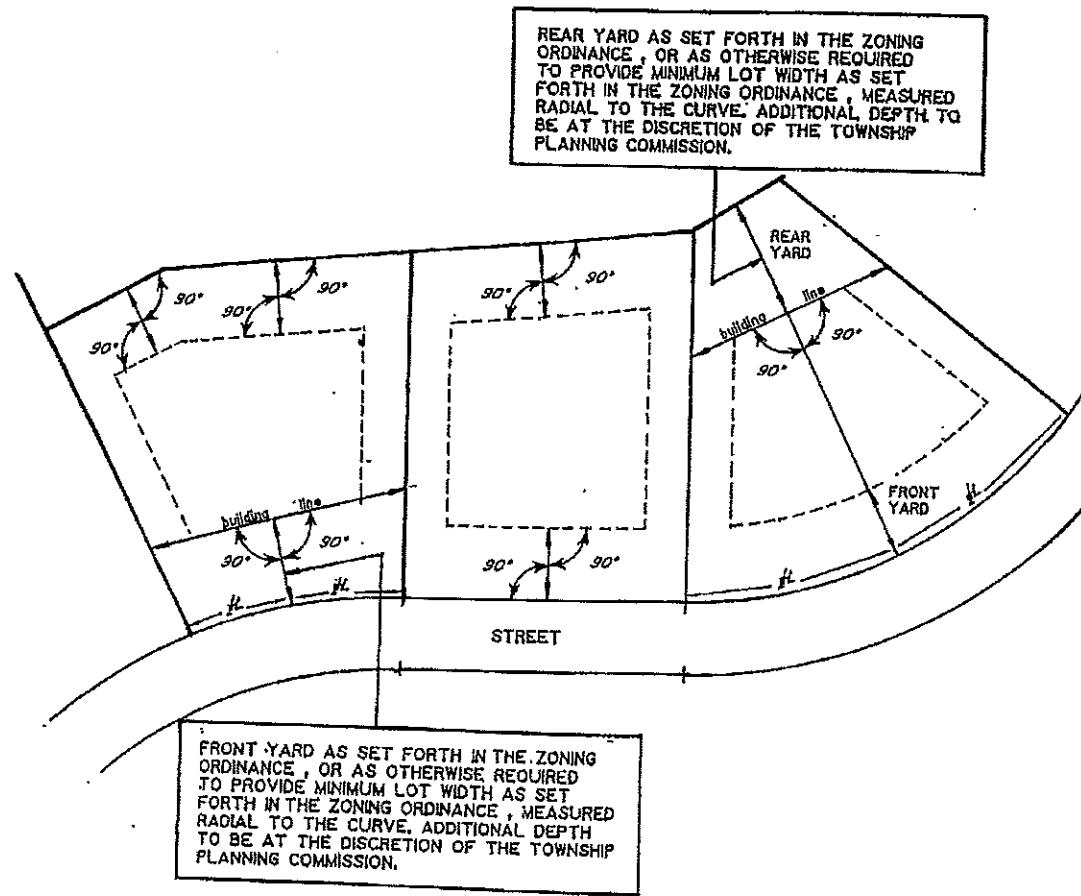
Township of Middle Smithfield

Figure 3-1
Lot Widths on Cul-de-Sac Streets
Building Setback Lines – Driveway Locations



MIDDLE SMITHFIELD CODE

Figure 3-2
Lot Widths on Curved Streets
Building Setback Lines



SUBDIVISION AND LAND DEVELOPMENT

Figure 3-3
Lot Layout – Unacceptable Design

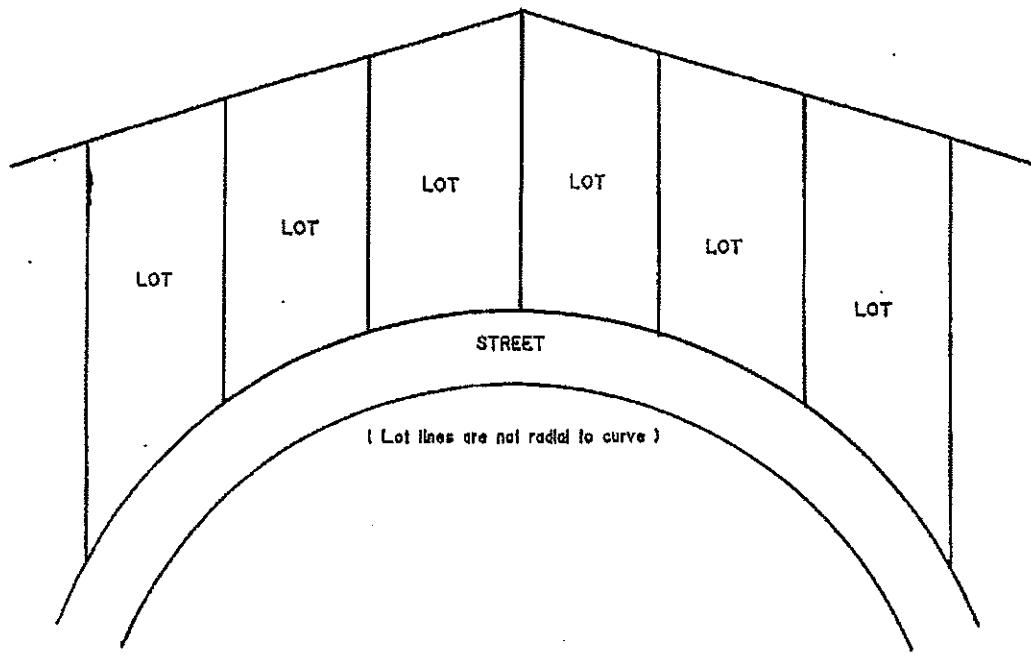
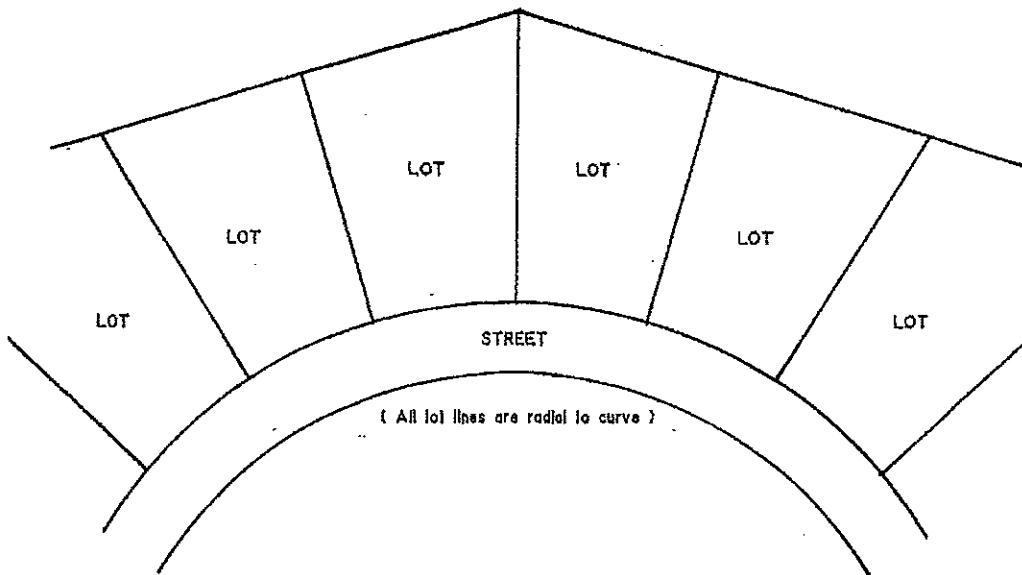


Figure 3-4
Lot Layout – Acceptable Design



MIDDLE SMITHFIELD CODE

Figure 3-5
Lot Layout – Unacceptable Design

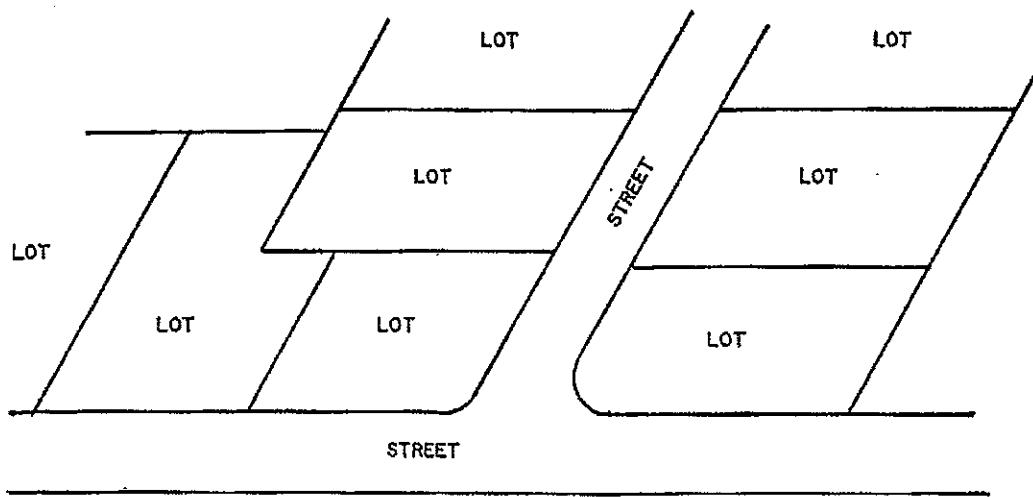
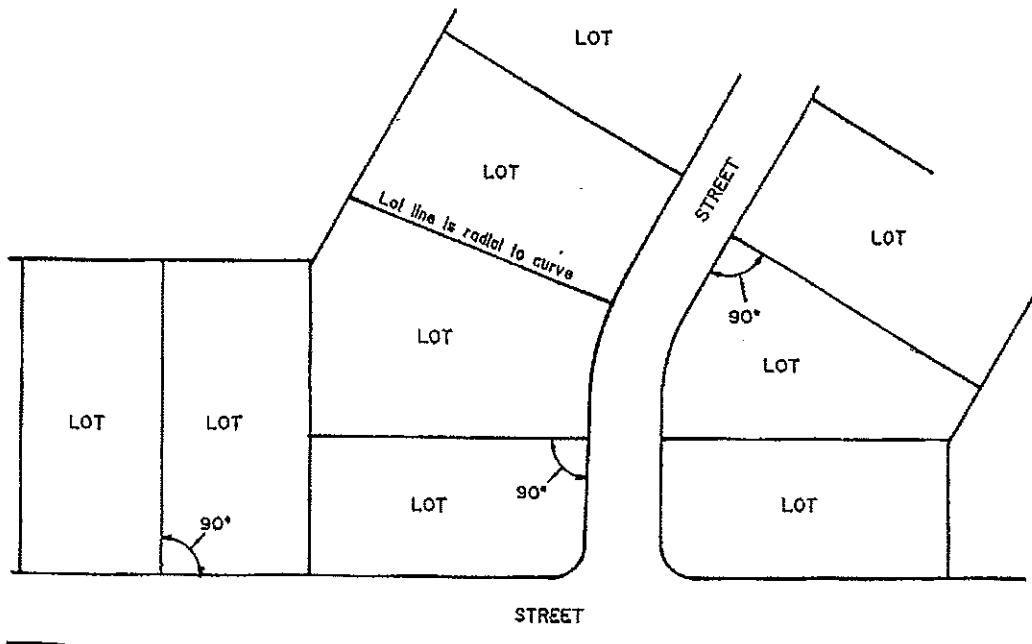


Figure 3-6
Lot Layout – Acceptable Design



SUBDIVISION AND LAND DEVELOPMENT

Figure 3-7
Lot Layout – Unacceptable Design

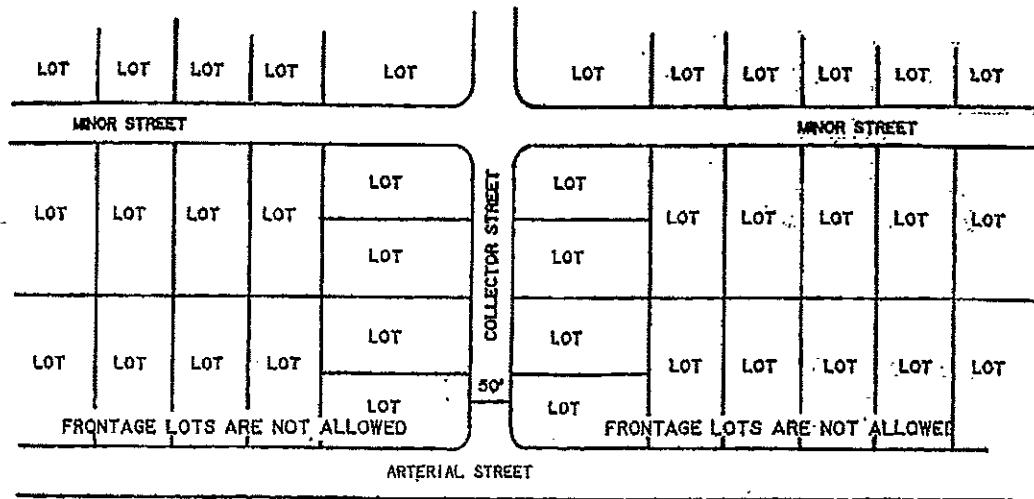
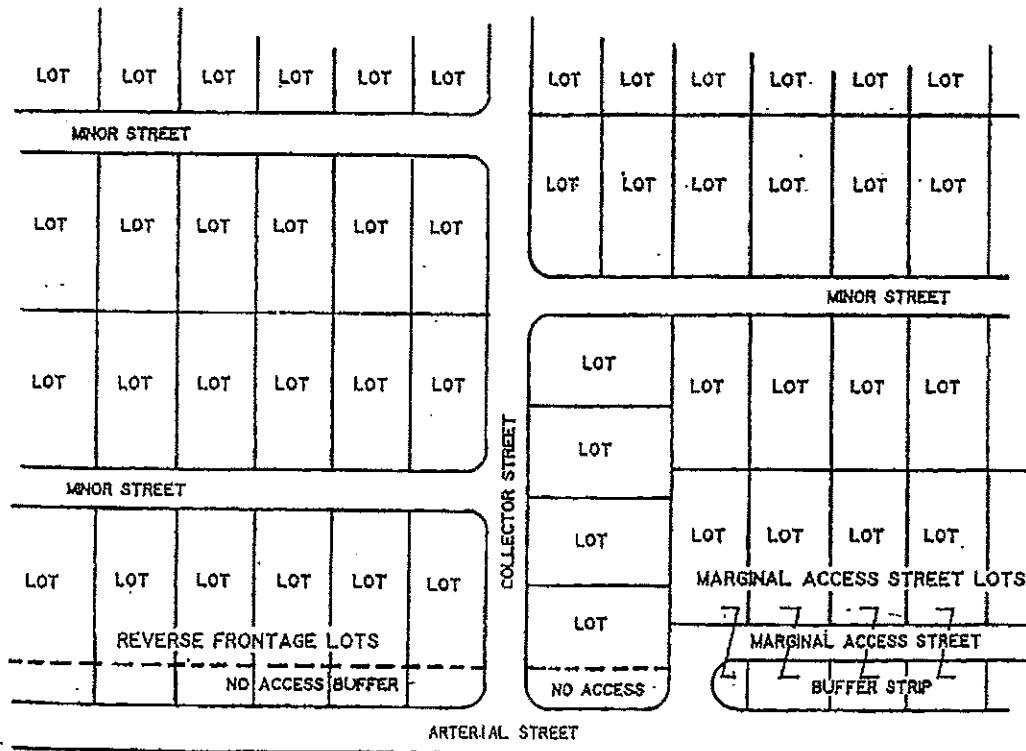


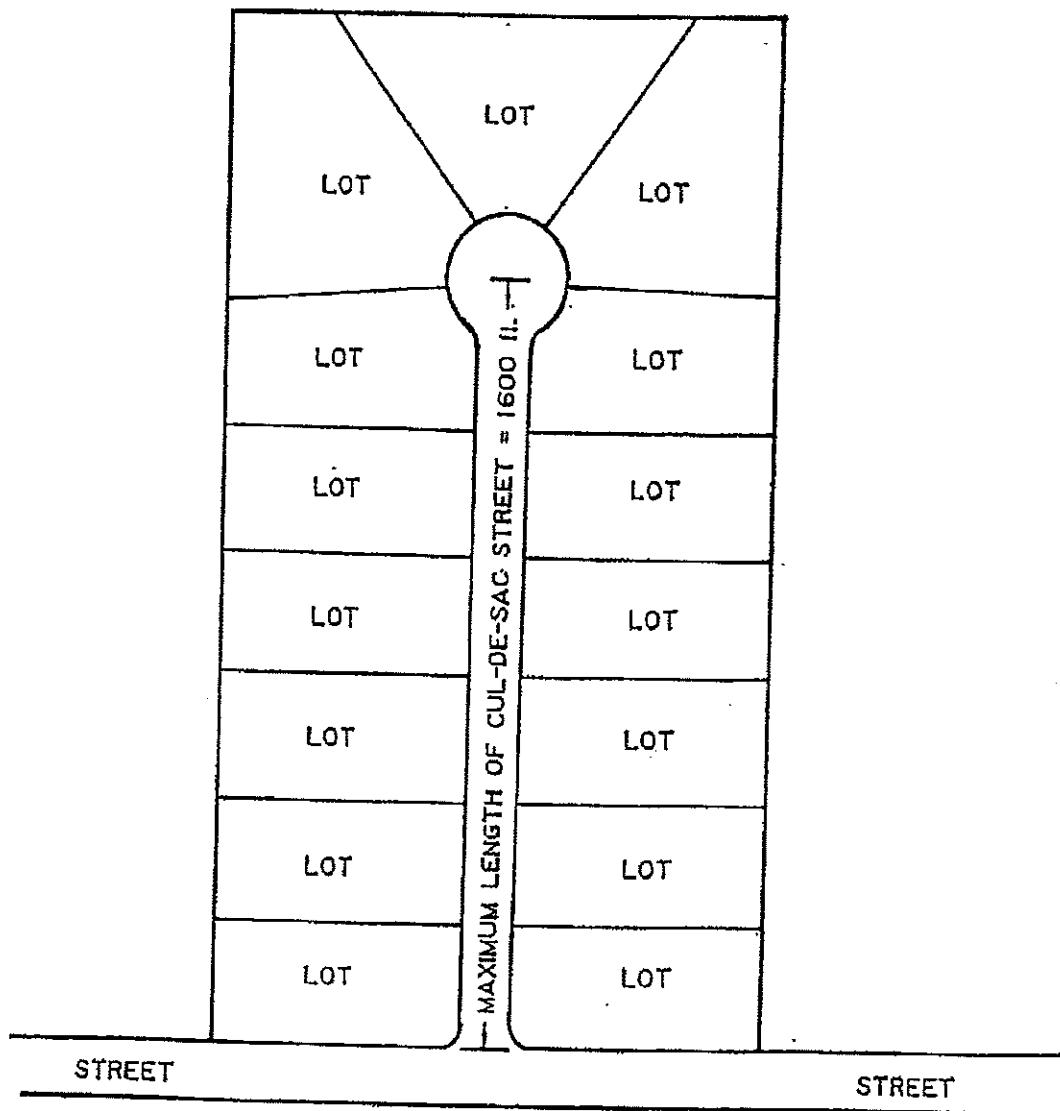
Figure 3-8
Lot Layout – Acceptable Design



MIDDLE SMITHFIELD CODE

Figure 3-9
Cul-de-Sac Street

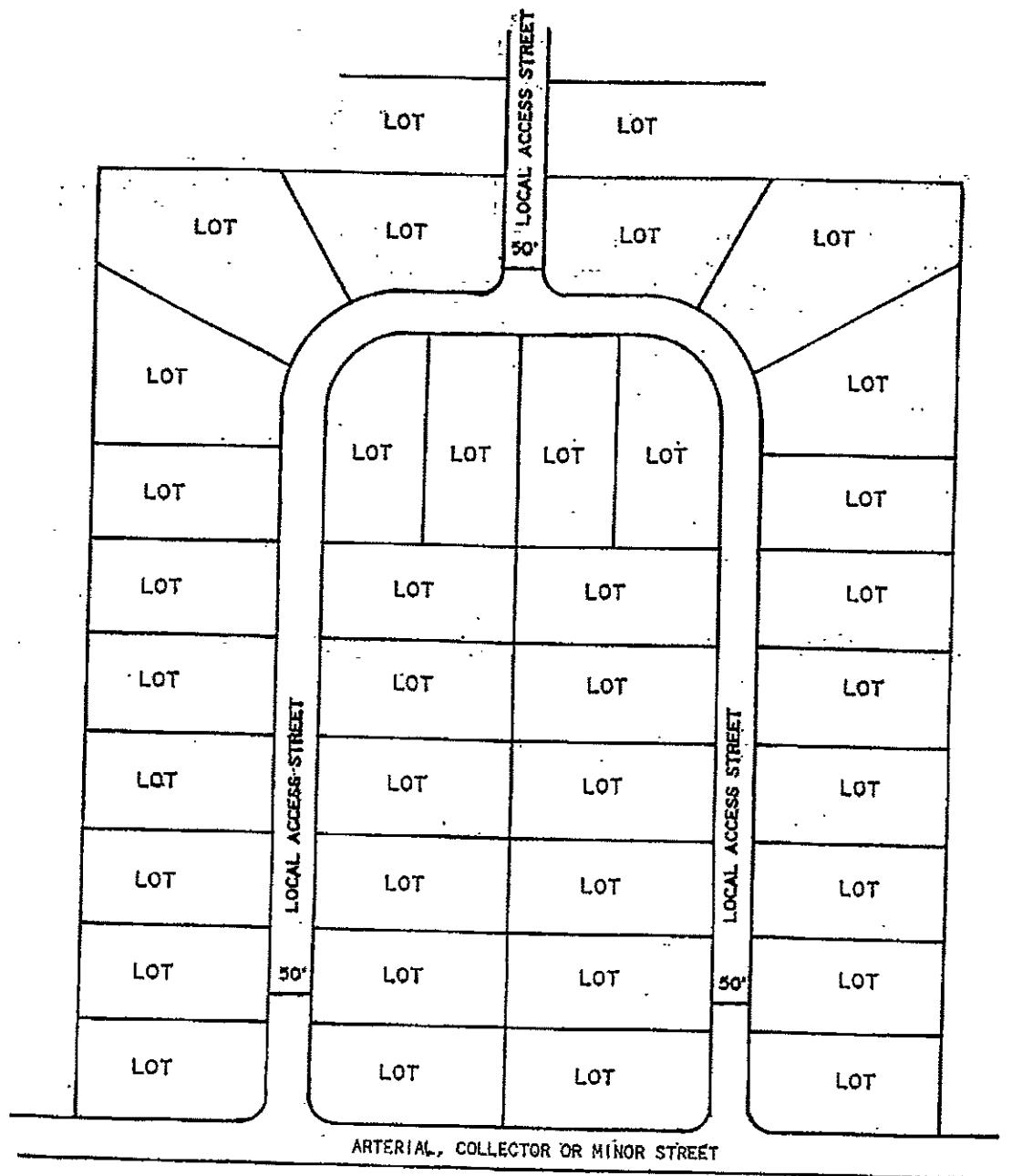
MAXIMUM NUMBER OF DWELLING UNITS TO BE SERVED = 25 UNITS



SUBDIVISION AND LAND DEVELOPMENT

Figure 3-10
Local Access Street

MAXIMUM NUMBER OF DWELLING UNITS TO BE SERVED = 125



MIDDLE SMITHFIELD CODE

Figure 3-11
Street Intersection – Undesirable Design

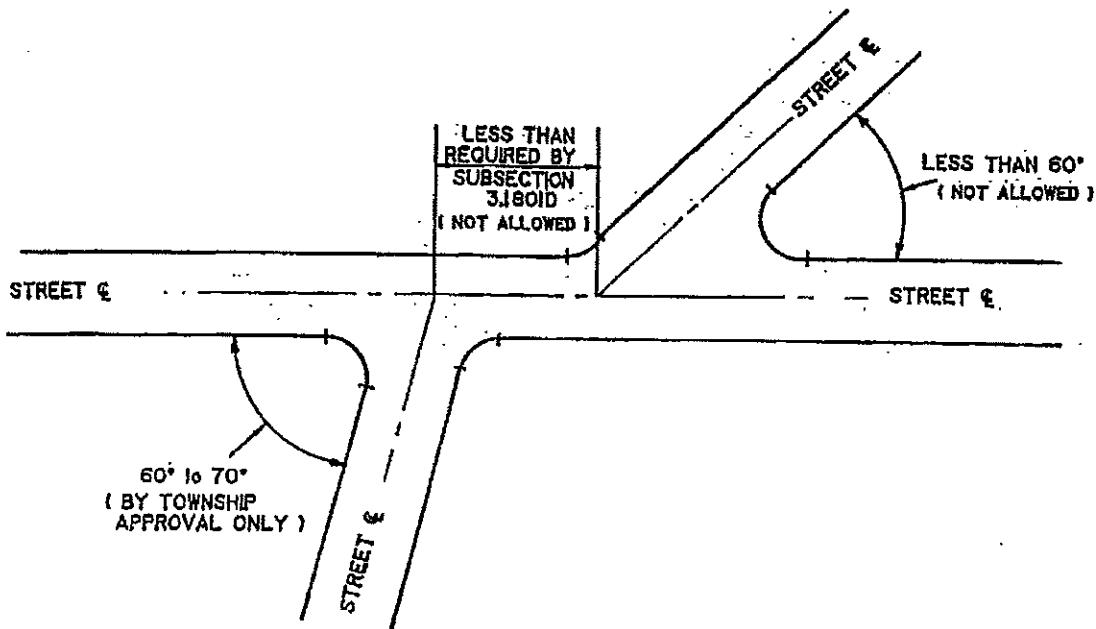
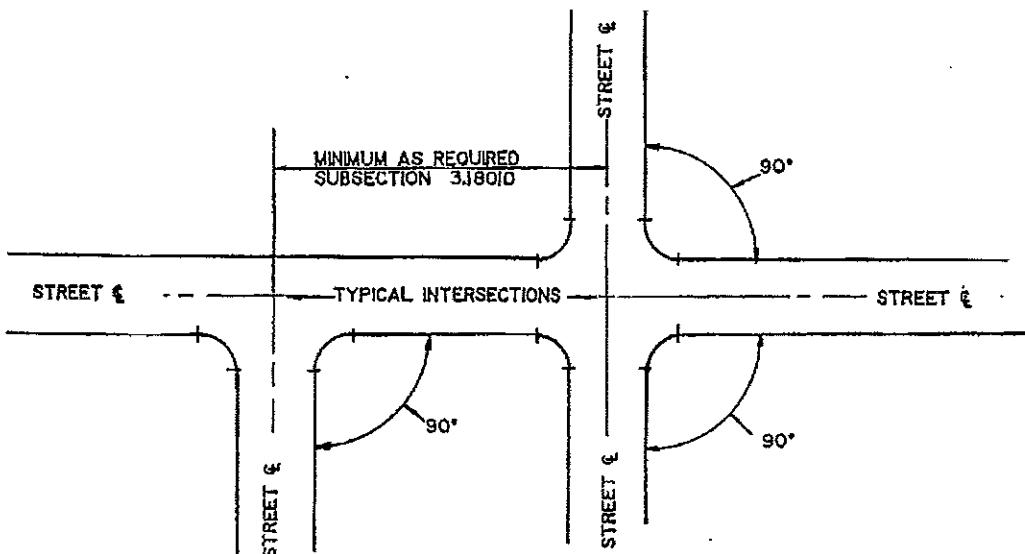


Figure 3-12
Street Intersection – Desirable Design



SUBDIVISION AND LAND DEVELOPMENT

Figure 3-13
Cul-de-Sac – Acceptable Designs

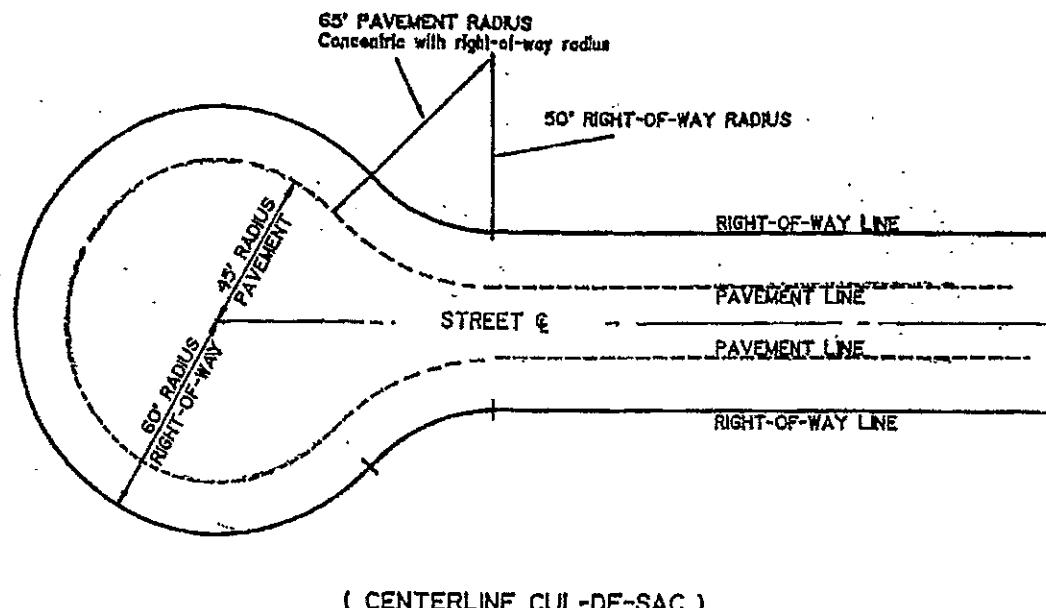
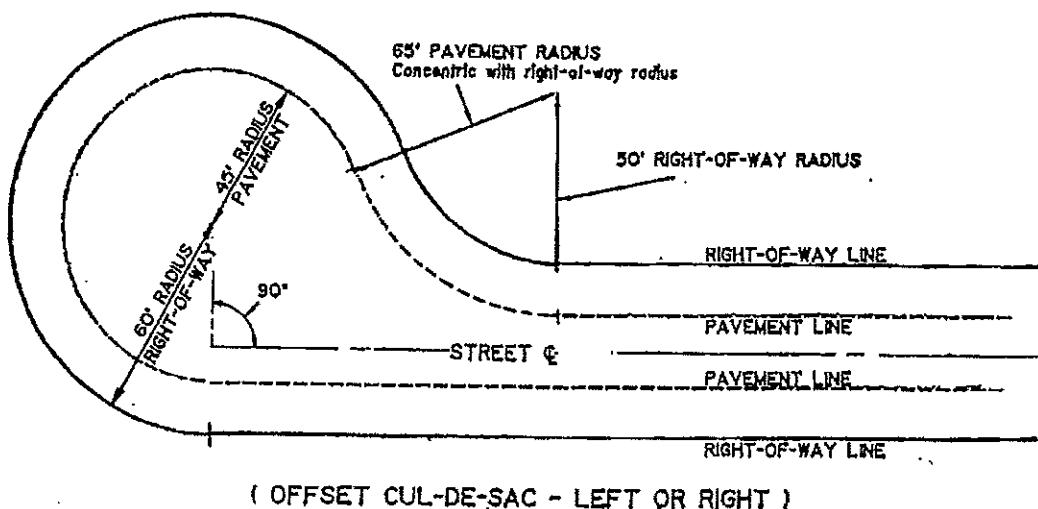


Figure 3-14
Cul-de-Sac – Acceptable Designs



MIDDLE SMITHFIELD CODE

Figure 3-15
Cul-de-Sac – Acceptable Designs

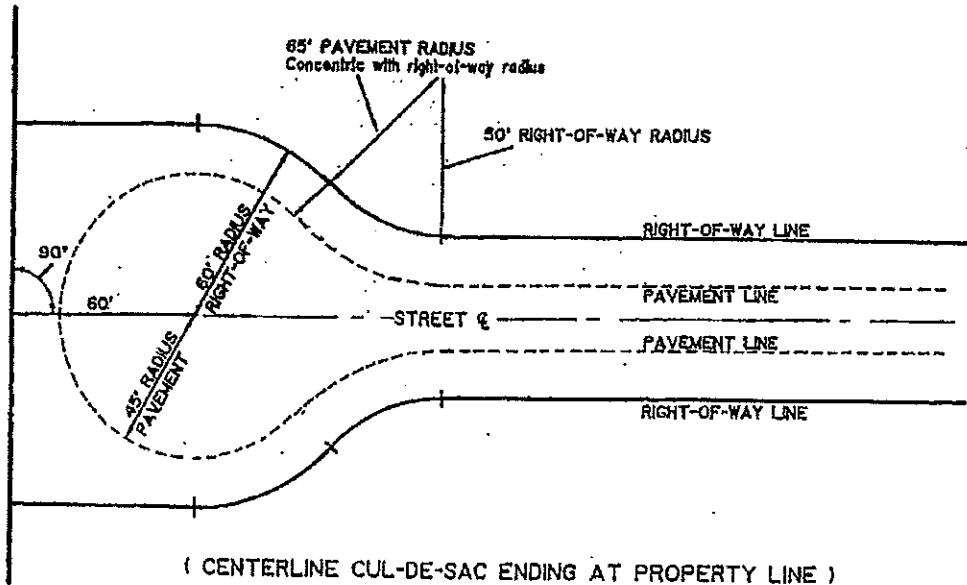
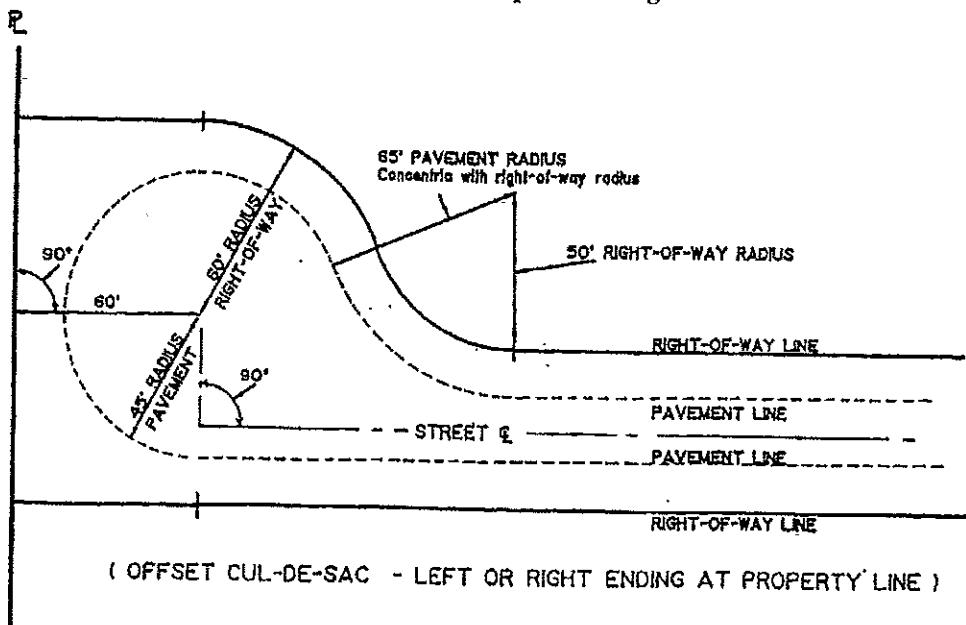
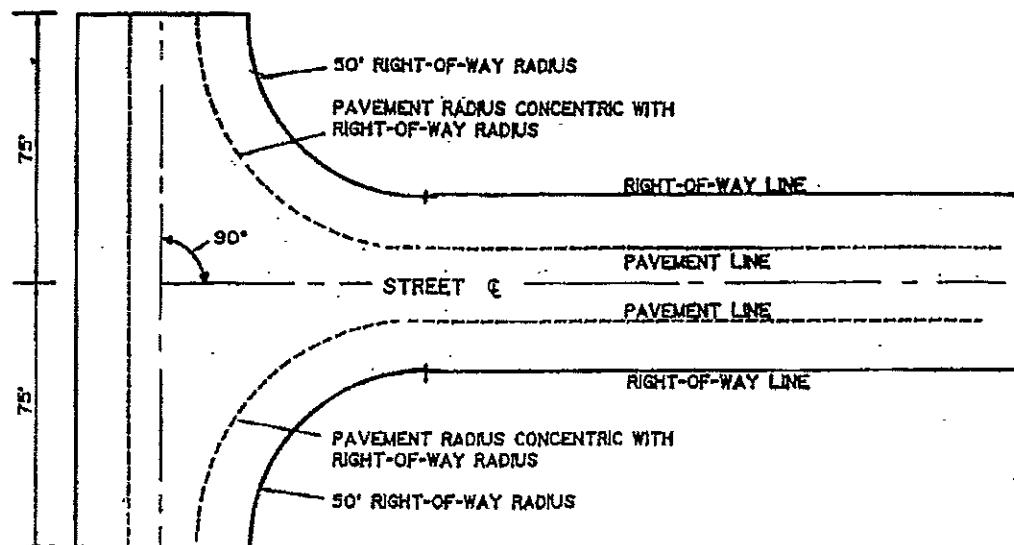


Figure 3-16
Cul-de-Sac – Acceptable Designs



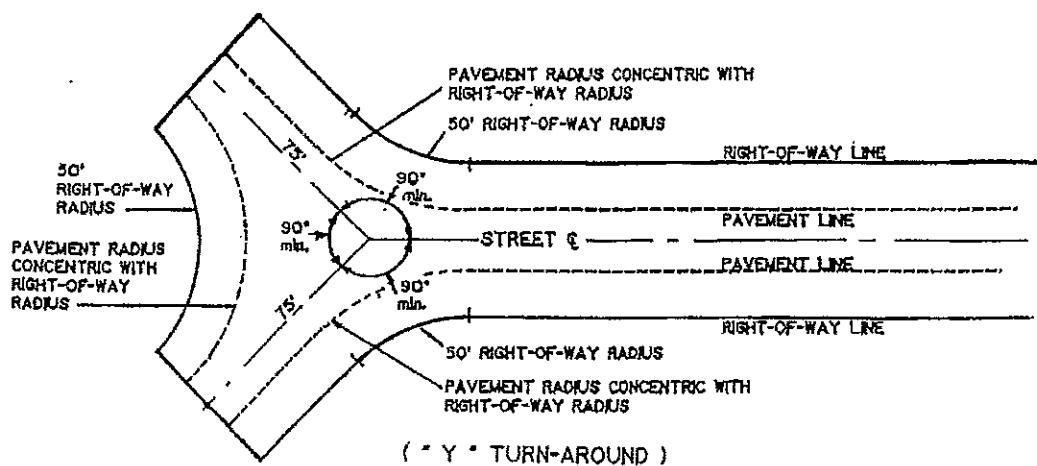
SUBDIVISION AND LAND DEVELOPMENT

Figure 3-17
Turn-Around – Alternate Designs



(" T " TURN-AROUND)

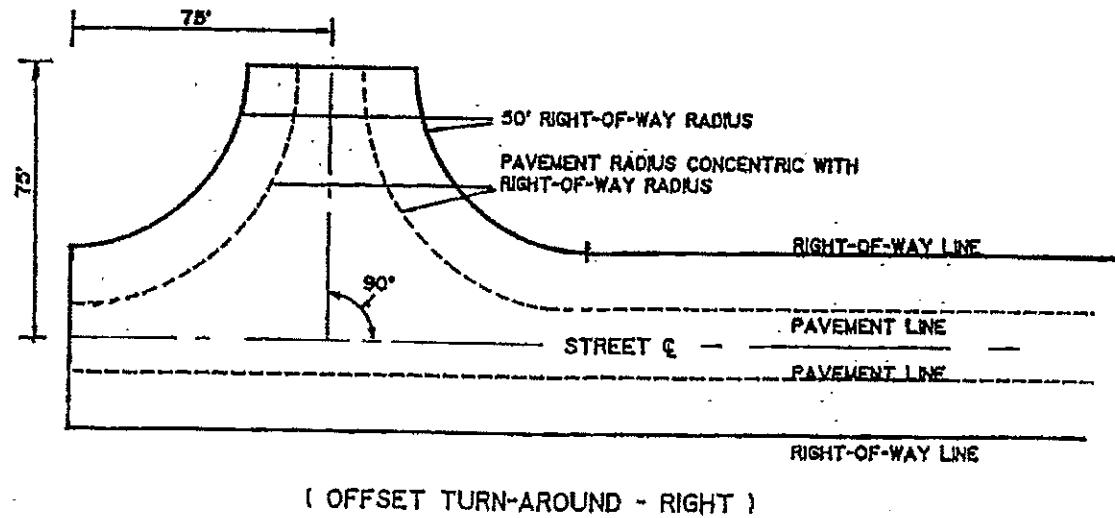
Figure 3-18
Turn-Around – Alternate Designs



(" Y " TURN-AROUND)

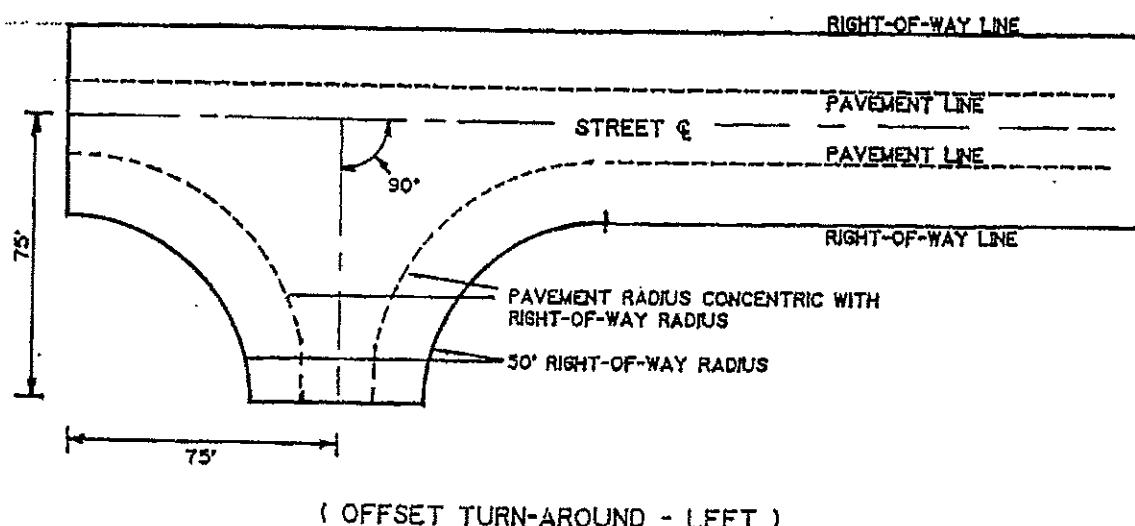
MIDDLE SMITHFIELD CODE

Figure 3-19
Turn-Around – Alternate Designs



(OFFSET TURN-AROUND - RIGHT)

Figure 3-20
Turn-Around – Alternate Designs



(OFFSET TURN-AROUND - LEFT)

SUBDIVISION AND LAND DEVELOPMENT

170 Attachment 7

Township of Middle Smithfield

Table 4-1
Schedule of Required Improvements

Minimum Improvements Required by Type of Subdivision or Land Development

Type of Improvements	Residential	Two-Family	Multi-family	Manufactured Mobile Home Parks	Camp-grounds	Planned Residential Development	Conservation Design Development	Land Developments
	Single-Family					Commercial	Industrial	
Roads and streets	X	X	X	X	X	X	X	X
Stormwater Drainage facilities	X	X	X	X	X	X	X	X
Erosion and sedimentation control facilities	X	X	X	X	X	X	X	X
Curbs and gutters	c	c	c	c	c	c	c	c
Parking lanes	c	c	c	c	c	c	c	c
Driveway entrances	c	X	X	X	X	X	X	c
Off-street parking	d	X	X	X	X	X	X	c
Sidewalks	c	c	c	c	c	c	c	c
Street name signs	X	X	X	X	X	X	X	X
Street traffic signs	X	X	X	X	X	X	X	X
Street lights	c	c	X	X	X	X	X	X
Traffic lights	c	c	c	c	c	c	c	c
Ground cover	X	X	X	X	X	X	X	X
Shade trees	c	c	c	c	c	c	c	c
Survey monuments	X	X	X	X	X	X	X	X
Survey lot markers	X	X	X	c	c	c	X	X
Underground new electric service lines	X	X	X	X	X	X	X	X
Community or central water supply system	c	c	X	X	X	X	b	b

MIDDLE SMITHFIELD CODE

Type of Improvements	Residential			Manufactured Mobile Home Parks	Camp- grounds	Planned Residential Development	Conserva- tion Design	Land Developments	
	Single- Family	Two- Family	Multi- family					Commercial	Industrial
Community or central sewage disposal systems	c	c	x	x	x	x	x	b	b
Off-street loading areas							b	b	b
Alleys					a	a	a	a	a

NOTES:

X = Indicates a requirement for that particular type of subdivision or land development.

a = Permitted to provide service as needed.

b = May be required under DEP regulations according to the wastewater flows planned.

c = The Board of Supervisors may require according to individual site characteristics.

d = By lot owner at time of construction of principal dwelling unit(s).

Additional minimum improvements may be required by the Board of Supervisors when deemed necessary or advisable.

SUBDIVISION AND LAND DEVELOPMENT

170 Attachment 8

Township of Middle Smithfield

Table 4-2
Construction and Material Specifications by Type of Street

Classification of Street	Base Course		Surface Course		Shoulders	
	Material	Compacted Depth (inches)	Material	Compacted Depth (inches)	Material	Compacted Depth (inches)
Connector street	Crushed stone	18	ID-2	7 1/2	Crushed stone	25 1/2 plus seal coat
Collector street	Crushed stone	18	ID-2	7 1/2	Crushed stone	25 1/2 plus seal coat
Minor street	Crushed stone	18	ID-2	5 1/2	Crushed stone	23 1/2 plus seal coat
Local access street	Crushed stone	18	ID-2	5 1/2	Crushed stone	23 1/2 plus seal coat
Mobile home park streets	Crushed stone	8	ID-2	4	Crushed stone	12
	Modified gravel	8	ID-2	4	Modified gravel	12
	Bank run gravel	8	ID-2	4	Bank run gravel	12
Campground streets	Crushed stone	8	NA	NA	Crushed stone	8
	Modified gravel	8	NA	NA	Modified gravel	8
	Bank run gravel	8	NA	NA	Bank run gravel	8
Alleys	Crushed stone	6	NA	NA	NA	NA
	Modified gravel	6	NA	NA	NA	NA
	Bank run gravel	6	NA	NA	NA	NA
Parking access drives	Crushed stone	6	ID-2	2 1/2	Crushed stone	8 1/2

NOTES:

Bank run gravel approved by the Township Engineer and/or the Township Planning Consultant may be used for base course material on mobile home park and campground streets, however additional depth may be required if deemed advisable or necessary by the Township.

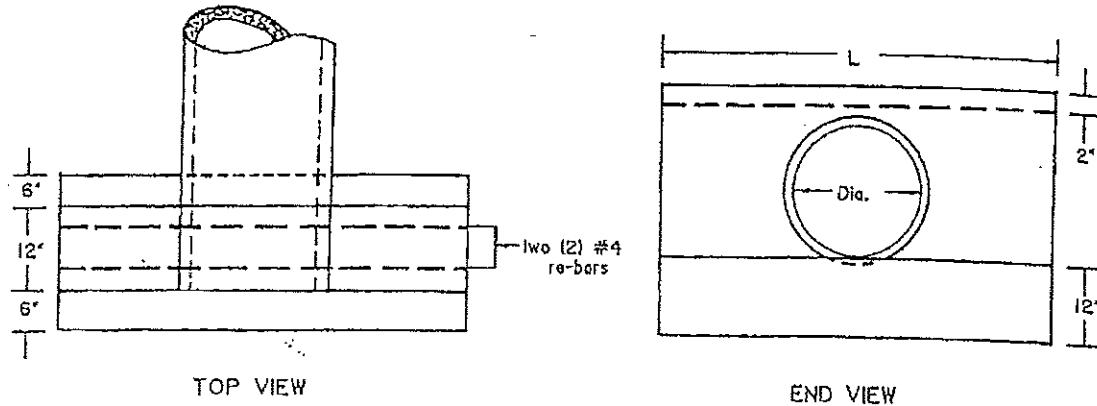
All shoulder areas on connector, collector, minor and local access streets shall be surfaced with a bituminous seal coat conforming to Section 470 of the Pennsylvania Department of Transportation specifications, Publication 408.

SUBDIVISION AND LAND DEVELOPMENT

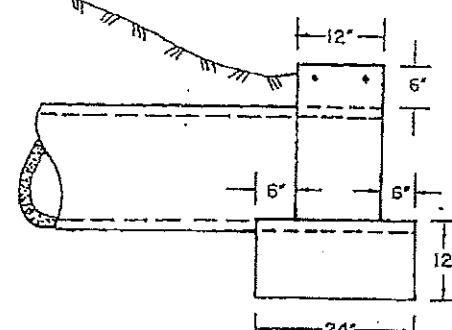
170 Attachment 9

Township of Middle Smithfield

Figure 10-1
Type D Endwall



PIPE DIAMETER	* L *
24" and under	4'
27"	5'
30"	5' 6"
33"	6'
36"	7'
over 36" use TYPE D-W ENDWALL	



SIDE VIEW

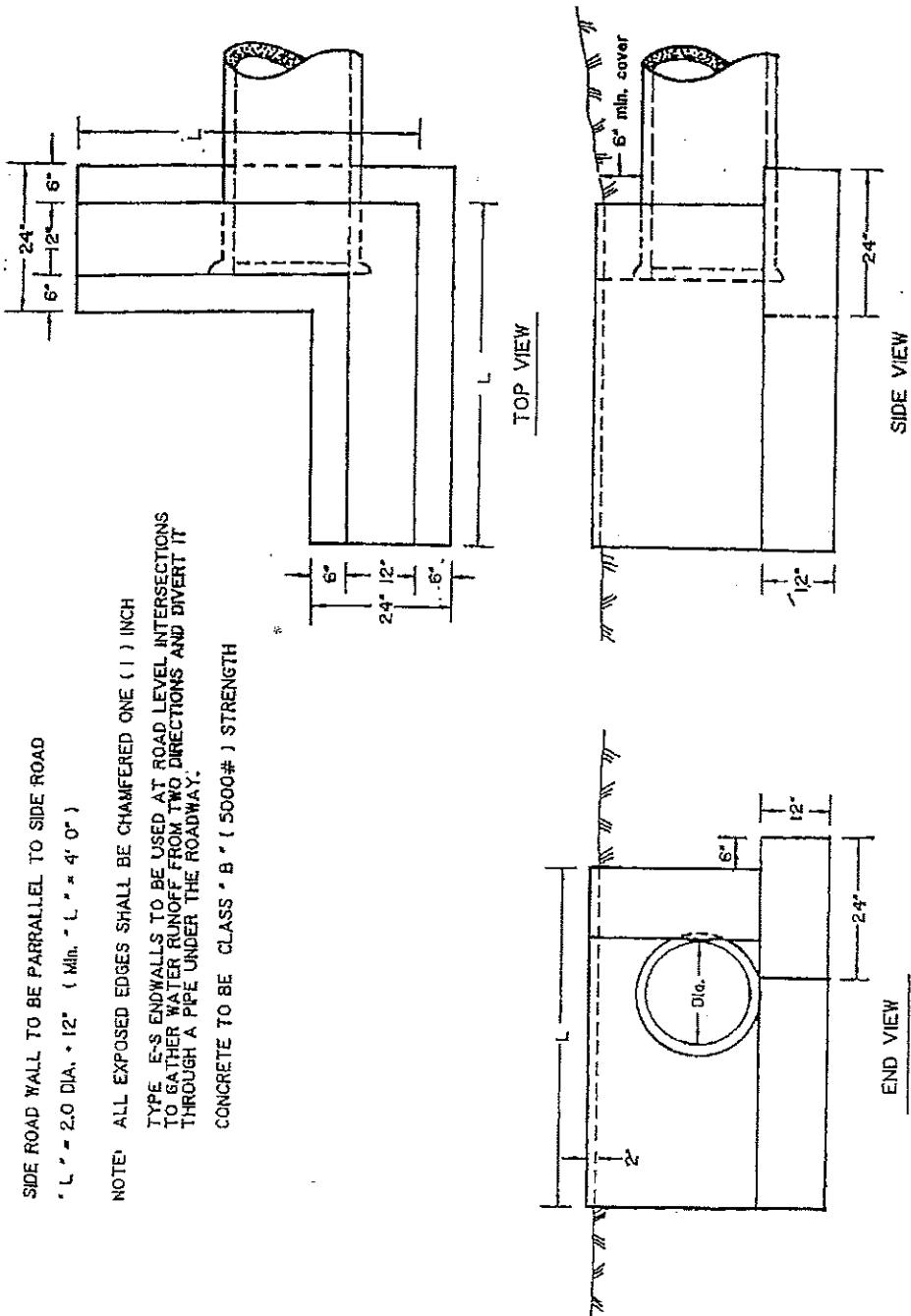
NOTE: ALL EXPOSED EDGES SHALL BE CHAMFERED ONE (1) INCH

TYPE D ENDWALL TO BE USED AT THE BOTTOM OF AN
EMBANKMENT TO GATHER WATER RUNOFF FROM ALL
DIRECTIONS AND DIVERT IT THROUGH A PIPE UNDER THE
EMBANKMENT.

CONCRETE TO BE CLASS "B" (5000#) STRENGTH

MIDDLE SMITHFIELD CODE

Figure 10-2
Type E-S Endwall

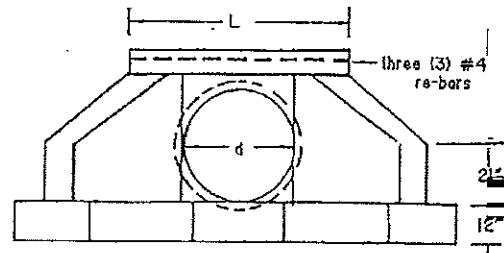
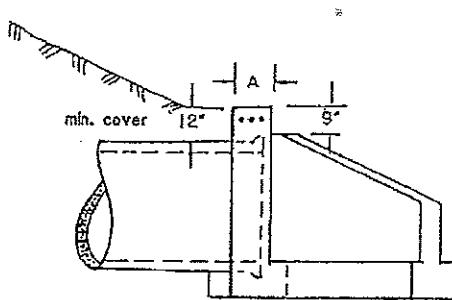
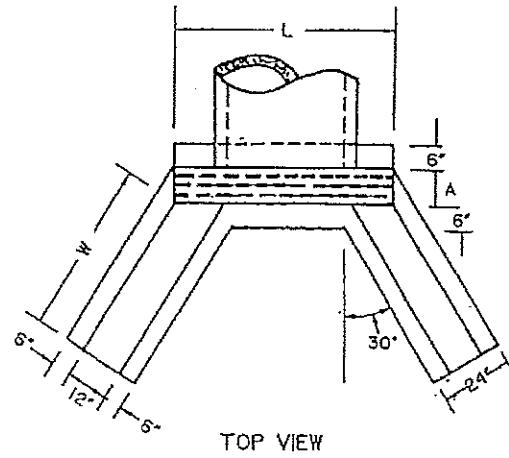


SUBDIVISION AND LAND DEVELOPMENT

Figure 10-3
Type D-W Endwall

d	L	W	A
36"	5.8'	4.6'	12"
42"	6.3'	5.8'	12"
48"	6.9'	6.9'	12"
54"	7.5'	8.0'	12"
60"	8.1'	9.2'	12"
72"	9.2'	11.5"	12"

(If pipe is skewed more than 30°
a special design following Penn.
DOT form 408 must be submitted
for approval.)



NOTE: ALL EXPOSED EDGES SHALL BE CHAMFERED ONE (1) INCH.

TYPE D-W ENDWALL TO BE USED AT THE BOTTOM OF AN
EMBANKMENT TO GATHER WATER RUNOFF FROM ALL DIRECTIONS
AND DIVERT IT THROUGH A PIPE UNDER THE EMBANKMENT.

CONCRETE TO BE CLASS "B" (5000#) STRENGTH

SUBDIVISION AND LAND DEVELOPMENT

170 Attachment 10

Township of Middle Smithfield

IMPROVEMENTS AGREEMENT

THIS AGREEMENT made and entered in this _____ day of _____, 20_____
between

(herein called the **SUBDIVIDER / DEVELOPER**)

and the

**TOWNSHIP OF MIDDLE SMITHFIELD, COUNTY OF MONROE, STATE OF
PENNSYLVANIA,**

(a Pennsylvania Township of the second class, herein called the **TOWNSHIP**)

---WITNESSETH---

WHEREAS, the Subdivider/Developer is in the process of _____
a tract, lot or parcel of land situate in Middle Smithfield, Monroe County, Pennsylvania as know
and designated as _____
for the purpose of selling/renting/leasing individual lots/units therein:

WHEREAS, after due consideration of all data presented, the Middle Smithfield
township Board of Supervisors have approved the said subdivision/land development plan as
prepared by _____
Together with various supporting plans, profiles, data, specifications and related documents:

WHEREAS, the benefits of this improvements agreement insures solely to Middle
Smithfield Township and not to third parties including, but not limited to lot purchasers,
contractors or subcontractors, laborers and suppliers.

---AND---

**WHEREAS, THE APPROVAL OF THE MIDDLE SMITHFIELD TOWNSHIP BOARD
OF SUPERVISORS OF THE SAID PLAN IS CONDITIONED UPON THE EXECUTION
OF THIS AGREEMENT BY THE PARTIES HERETO:**

MIDDLE SMITHFIELD CODE

IMPROVEMENTS AGREEMENTS (page 2)

- A. The **Subdivider/Developer** agrees to furnish and install all materials and to construct in a workmanlike manner, at his own cost and expense, in accordance with the design criteria of the approved plan, profiles, data, specifications and related documents all improvements set forth on the said plan and itemized in the attached improvements cost estimate submitted herewith and made a part of this agreement.
- B. The **Subdivider/Developer** agrees to have all monuments and markers as shown on the approved plan installed at his own cost and expense, by a Professional Land Surveyor registered to practice in the Commonwealth of Pennsylvania, as required by the **MIDDLE SMITHFIELD TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT REGULATIONS**.
- C. The **Subdivider/Developer** agrees to have all public utility lines installed at his own cost and expense. (the following utilities are involved)
Electric & Telephone , Water Supply System , Sewage Disposal System
- D. The **Subdivider/Developer** agrees to install and maintain at his own cost and expense all facilities necessary to protect the subject, adjacent and down gradient properties from damages resulting from erosion, sediment pollution and storm water runoff attributable to the subject subdivision/land development.
- E. The **Subdivider/Developer** shall present to Township as built or record drawings for all utility systems, including sewer lines, regardless of whether ownership of said utility systems shall be retained privately or transferred to Township, prior to there lease of the final escrow for any phase of the said project and that there shall be a line item placed in the financial summary under the cost estimate for said improvement (s).
- F. The **Subdivider/Developer** accepts full responsibility for any and all damages the subject property or any other property suffers from erosion, sediment pollution or storm water runoff due to the subdivision/development of the said property and further indemnifies **Middle Smithfield Township** from any responsibility whatsoever due to approving and allowing the subdivision/development of the said subject property.
- G. The **Subdivider/Developer** agrees that the installation and construction of the said improvements, the subdividing/development of the tract, lot or parcel of land shall be at his own risk and shall forever hold harmless, Middle Smithfield Township of any and all liability as a result of the said installation, construction or subdividing/development.
- H. The **Subdivider/Developer** agrees to secure and maintain adequate liability insurance for the duration of the improvement installation and construction and further agrees to furnish evidence of such coverage to the township upon request.
- I. The **Subdivider/Developer** agrees to be responsible for any and all reasonable legal, and engineering costs and expenses for construction inspection, consultations and preparation

SUBDIVISION AND LAND DEVELOPMENT

IMPROVEMENTS AGREEMENT (page #3)

of agreements, to the extent such costs and expenses exceed the monies paid by the **Subdivider/Developer** in accordance with the standard fee schedules.

J. The **Subdivider/Developer** and the **Township** agree with the estimated cost of all the improvements as submitted herewith and made a part of this agreement.

K. The **Subdivider/Developer** agrees to furnish and submit financial security in the form

in the amount of _____ as heretofore submitted and agreed upon, to be approved by the Township Solicitor and acceptable to the Board of Supervisors, to guarantee in the installation of the improvements set forth on the approved plan and listed in the cost estimate, including disbursement and release of the said security as set forth in Section 170-84, 170-85, 170-86 and 170-87 of the **MIDDLE SMITHFIELD TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT REGULATIONS**.

L. Any changes to or deviation from the approved plan, supporting plans, profiles, data, specifications and related documents shall be submitted in writing to the **Township** by the **Subdivider/Developer** and approved by the **Township** as a supplement to the said plan prior to implementation of the said changes or deviations.

M. If the **Subdivider/Developer** fails or neglects to do or perform or observe any of the articles contained in this agreement and such failure or neglect continues for a period of not less than thirty (30) days after the **Township** has notified the **Subdivider/Developer** in writing of the said default hereunder and the **Subdivider/Developer** has failed to correct such default within the said thirty (30) days or if the **Subdivider/Developer** shall be declared to be bankrupt or insolvent according to law or if any assignment of the **Subdivider/Developers** property shall be made to benefit of creditors, then in any such case or event, the **Township** may, at their option, immediately or at any time thereafter without demand notice, declare this agreement to have been violated or breached and exercise their remedies, in law or equity, and simultaneously therewith the exercise their right under performance guarantee to complete such work or as much thereof as may be completed from the available resources of the said performance guarantee.

1. The **Township's** exercise of its rights under the performance guarantee shall not bar it from pursuing its rights under this agreement, it being agreed that those rights are cumulative and not exclusive.

N. The **Subdivider/Developer** shall not assign, transfer, sublease, pledge, hypothecate, surrender or otherwise dispose of this agreement or of any rights created by this agreement, or permit any other person or persons, company or corporation to assume his obligations hereunder without the prior written consent of the **Supervisors of Middle Smithfield Township**.

MIDDLE SMITHFIELD CODE

IMPROVEMENTS AGREEMENT (page 4)

N. In the event that any article or subarticle of this agreement is violated or breached by the Subdivider/Developer, the Township may initiate and maintain civil action as follows:

1. To obtain a writ of injunction against the Subdivider/Developer to:
 - a. Halt any and all faulty construction.
 - b. Halt any and all deviation from the approved plans, supporting plans, profiles, data, specifications and related documents that have been approved by the Township.

O. The **Subdivider/Developer** agrees to grant free and unhampered access to the **Township** representatives at all times during normal working hours for the purpose of inspecting the construction and/or installation of improvements.

P. Nothing in this agreement shall be construed to as approval by the **Township** or its agents or employees of the adequacy or fitness or purpose or intended use of the improvements depicted upon the plans, profiles, data, specifications and related documents submitted to the **Township**, it being agreed that the **Township's** approval constitutes no more than its acknowledgement that minimum standards of the **Township's** Ordinances have been met.

Q. Should any article or subarticle of this agreement be declared by a court of competent jurisdiction to be invalid, such judgment shall not affect the validity of the agreement as a whole or any part or provision thereof other than the part so declared to be invalid.

R. The **Subdivider/Developer** agrees that this agreement shall be binding on his heirs and assigns.

SUBDIVISION AND LAND DEVELOPMENT

IMPROVEMENTS AGREEMENT (page 5)

IN WITNESS WHEREOF, the Subdivider/Developer and the Board of Supervisors of Middle Smithfield Township have caused this agreement to be executed the day and year first above written.

SUBDIVIDER/DEVELOPER _____

(Name and Title)

(CORPORATE SEAL)

(Name and Title)

TOWNSHIP OF MIDDLE SMITHFIELD, COUNTY OF MONROE, STATE OF PENNSYLVANIA

(Chairman)

(TOWNSHIP SEAL)

(Supervisor)

(Supervisor)

ATTEST:

(Middle Smithfield Township Secretary)

MIDDLE SMITHFIELD CODE

REQUIRED IMPROVEMENTS COST ESTIMATE

(NAME OF SUBDIVISION/DEVELOPMENT)

1. CONSTRUCTION STAKEOUT	\$ _____
2. CLEARING AND GRUBBING:	
A. COLLECTOR STREETS	L.F. @ \$ _____ per L.F. = \$ _____
B. MINOR STREETS	L.F. @ \$ _____ per L.F. = \$ _____
C. LOCAL ACCESS STREETS	L.F. @ \$ _____ per L.F. = \$ _____
D. PARKING ACCESS DRIVES	L.F. @ \$ _____ per L.F. = \$ _____
E. PARKING AREAS	ACRES @ \$ _____ per ACRE = \$ _____
F. _____	@ \$ _____ per _____ = \$ _____
TOTAL CLEARING AND GRUBBING COSTS \$ _____	
3. EXCAVATION AND GRADING:	
A. COLLECTOR STREETS	L.F. @ \$ _____ per L.F. = \$ _____
B. MINOR STREETS	L.F. @ \$ _____ per L.F. = \$ _____
C. LOCAL ACCESS STREETS	L.F. @ \$ _____ per L.F. = \$ _____
D. PARKING ACCESS DRIVES	L.F. @ \$ _____ per L.F. = \$ _____
E. PARKING AREAS	S.Y. @ \$ _____ per S.Y. = \$ _____
F. ROCK EXCAVATION	C.Y. @ \$ _____ per C.Y. = \$ _____
G. _____	@ \$ _____ per _____ = \$ _____
TOTAL EXCAVATION AND GRADING COSTS \$ _____	
4. WETLAND AND STREAM CROSSINGS LUMP SUM = \$ _____	
A. WETLAND MITIGATION COSTS LUMP SUM = \$ _____	
5. BRIDGES-BOX CULVERTS, ETC. LUMP SUM = \$ _____	
6. SEEDING & MULCHING acres @ \$ _____ per acre = \$ _____	
7. SLOPE/AREA RIPRAP S.Y. @ \$ _____ per S.Y. + \$ _____	
8. UTILITY LINES (Electric, telephone, etc.) LUMP SUM = \$ _____	
10. SEWAGE COLLECTION AND DISPOSAL SYSTEMS LUMP SUM = \$ _____	
11. WATER SUPPLY AND DISTRIBUTION SYSTEMS LUMP SUM = \$ _____	

SUBDIVISION AND LAND DEVELOPMENT

REQUIRED IMPROVEMENTS COST ESTIMATE (Cont'd)

12. GUIDE OR GUARD RAILS _____ L.F. @ \$ _____ per L.F. = \$ _____

13. CONCRETE/MACADAM CURBS _____ L.F. @ \$ _____ per L.F. = \$ _____

14. PARKING AREA LIGHTING _____ LIGHTS @ \$ _____ per LIGHT = \$ _____

15. TRAFFIC SIGNS _____ SIGNS @ \$ _____ per SIGN = \$ _____

16. STREET NAME SIGNS _____ SIGNS @ \$ _____ per SIGN = \$ _____

17. STREET LIGHTS _____ LIGHTS @ \$ _____ per LIGHT = \$ _____

18. SIDEWALKS _____ L.F. @ \$ _____ per L.F. = \$ _____

19. BOUNDARY MONUMENTS _____ MONMTS @ \$ _____ per MONMT = \$ _____

20. LOT MARKERS _____ LOTS @ \$ _____ per LOT = \$ _____

21. RECREATION FACILITIES _____ LUMP SUM = \$ _____

22. _____ = \$ _____

23. BASE COURSE (Including shoulder areas)

A. COLLECTOR STREETS _____ L.F. @ \$ _____ per L.F. = \$ _____

B. MINOR STREETS _____ L.F. @ \$ _____ per L.F. = \$ _____

C. LOCAL ACCESS STREETS _____ L.F. @ \$ _____ per L.F. = \$ _____

D. PARKING ACCESS DRIVES _____ L.F. @ \$ _____ per L.F. = \$ _____

E. PARKING AREAS _____ S.Y. @ \$ _____ per S.Y. = \$ _____

F. _____ L.F. @ \$ _____ per L.F. = \$ _____

TOTAL BASE COURSE COSTS \$ _____

24. PAVEMENT: (Including top dressing of shoulder areas)

A. COLLECTOR STREETS _____ L.F. @ \$ _____ per L.F. = \$ _____

B. MINOR STREETS _____ L.F. @ \$ _____ per L.F. = \$ _____

C. LOCAL ACCESS STREETS _____ L.F. @ \$ _____ per L.F. = \$ _____

D. PARKING ACCESS DRIVES _____ L.F. @ \$ _____ per L.F. = \$ _____

E. PARKING AREAS _____ S.Y. @ \$ _____ per S.Y. = \$ _____

F. _____ L.F. @ \$ _____ per L.F. = \$ _____

TOTAL PAVEMENT COSTS \$ _____

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REQUIRED IMPROVEMENTS COST ESTIMATE (Cont'd)

25. STORM WATER MANAGEMENT:

A. CULVERT AND STORM SEWER PIPE:

1. _____ " PIPE	_____ L.F. @	\$ _____ per L.F. =	\$ _____
2. _____ " PIPE	_____ L.F. @	\$ _____ per L.F. =	\$ _____
3. _____ " PIPE	_____ L.F. @	\$ _____ per L.F. =	\$ _____
4. _____ " PIPE	_____ L.F. @	\$ _____ per L.F. =	\$ _____
5. _____	_____ L.F. @	\$ _____ per L.F. =	\$ _____
6. _____	_____ L.F. @	\$ _____ per L.F. =	\$ _____
B. "D" ENDWALLS	_____ EDWLS @ \$	per EDWL = \$	_____
C. "ES" ENDWALLS	_____ EDWLS @ \$	per EDWL = \$	_____
D. "DW" ENDWALLS	_____ EDWLS @ \$	per EDWL = \$	_____
E. "STONE" ENDWALLS	_____ EDWLS @ \$	per EDWL = \$	_____
F. INLETS	_____ INLETS @ \$	per INLET = \$	_____
G. PARALLEL ROADSIDE GRASS LINED SWALES	_____ L.F. @	\$ _____ per L.F. =	\$ _____
H. PARALLEL ROADSIDE RIPRAP LINED SWALES	_____ L.F. @	\$ _____ per L.F. =	\$ _____
I. INLET OR OUTLET GRASS LINED DITCHES	_____ L.F. @	\$ _____ per L.F. =	\$ _____
J. INLET OR OUTLET RIPRAP LINED DITCHES	_____ L.F. @	\$ _____ per L.F. =	\$ _____
K. PIPE OUTLET RIPRAP PROTECTION	_____ EACH @	\$ _____ per EACH = \$	_____
L. STORM WATER MANAGEMENT FACILITIES (level spreaders, rock basins, etc.)		LUMP SUM =	\$ _____
M. SOIL EROSION AND SEDIMENT POLLUTION CONTROLS		LUMP SUM =	\$ _____
N. DETENTION OR RETENTION PONDS (complete)		LUMP SUM =	\$ _____
O. _____		LUMP SUM =	\$ _____
P. _____		LUMP SUM =	\$ _____

TOTAL STORM WATER MANAGEMENT COSTS \$ _____

26. AS BUILT DRAWINGS

LUMP SUM = \$ _____

NOTE: All lump sum items shall have a cost breakdown submitted on a separate sheet

SUBDIVISION AND LAND DEVELOPMENT

REQUIRED IMPROVEMENTS COST ESTIMATE (Cont'd)

TOTAL COST ESTIMATE OF IMPROVEMENTS	\$ _____
PLUS 10% OF COST ESTIMATE	\$ _____
TOTAL REQUIRED IMPROVEMENTS PERFORMANCE GUARANTEE \$ _____	

APPLICANTS AFFIDAVIT OF ACCURACY AND AGREEMENT:

THE FOREGOING FIGURES REPRESENT A TRUE COST OF THE IMPROVEMENTS LISTED IN FULL ACCORDANCE WITH THE MIDDLE SMITHFIELD TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT REGULATIONS AND/OR THE MIDDLE SMITHFIELD TOWNSHIP ZONING ORDINANCE, AS BOTH HAVE BEEN AMENDED, TO THE BEST OF MY/OUR KNOWLEDGE AND BELIEF AND I/WE HEREBY AGREE TO BE BOUND FOR ANY AND ALL REASONABLE ADDITIONAL EXPENSES AND COSTS THAT MAY BE INCURRED BEYOND THE ABOVE TOTAL BY THE TOWNSHIP OF MIDDLE SMITHFIELD IN COMPLETING ALL OF THE SAID IMPROVEMENTS IN THE EVENT I/WE FAIL OR ARE UNABLE TO COMPLETE THE SAME WITHIN THE TIME LIMITS AS SET FORTH IN THE FOREGOING REGULATIONS AND ORDINANCES, ANY EXTENSION THEREOF AND/OR THE ATTACHED IMPROVEMENTS AGREEMENT.

NAME OF SUBDIVIDER/DEVELOPER _____ TELEPHONE _____

ADDRESS _____

DATE _____ (SIGNATURE) _____
(name & title)

(SIGNATURE) _____
(name & title)

(below this line to be completed by the Township Engineer/Township Planning Consultant)

DATE _____

MIDDLE SMITHFIELD TOWNSHIP BOARD OF SUPERVISORS
25 Municipal Drive
East Stroudsburg, PA. 18301

REF: _____
(name of subdivision/land development)

Gentlemen:

I have examined the cost estimate submitted herewith in conjunction with the approved plans, supplemental data, requirements and regulations as contained in both the MIDDLE SMITHFIELD TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT REGULATIONS, THE MIDDLE SMITHFIELD TOWNSHIP ZONING ORDINANCE and/or the MIDDLE SMITHFIELD PUBLIC ROAD REGULATIONS and recommend the following action be taken.

Approve the cost estimate as submitted and request a security guarantee of _____
 Request additional information be submitted as setforth below or attached hereto.
 Reject the cost estimate as submitted and notify the Subdivider/Developer of the deficiencies and/or discrepancies listed below or attached hereto.

(Township Engineer and/or Township Planning Consultant)

COMMENTS: _____

MIDDLE SMITHFIELD CODE

SECURITY RELEASE REQUEST

(NAME OF SUBDIVISION/DEVELOPMENT)

APPLICATION IS HEREBY MADE FOR RELEASE OF SECURITY GUARANTEE OF THE FOLLOWING ITEMS IN AMOUNTS AS LISTED AND AS IS PROVIDED IN THE MIDDLE SMITHFIELD TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT REGULATIONS AND/OR ZONING ORDINANCE:

ITEM NO.	DESCRIPTION OF ITEM	TOTAL GUARANTEE IN PLACE	SECURITY RELEASE REQUESTED THIS ESTIMATE			TOTAL GUARANTEE REMAINING
			UNITS	PRICE	AMOUNT	
ITEM 1 - CONSTRUCTION STAKEOUT		\$	Lump Sum	%	\$	\$
ITEM 2 - CLEARING AND GRUBBING:						
A	COLLECTOR STREETS	\$	LF	\$	\$	\$
B	MINOR STREETS	\$	LF	\$	\$	\$
C	LOCAL ACCESS STREETS	\$	LF	\$	\$	\$
D	PARKING ACCESS DRIVES	\$	LF	\$	\$	\$
E	PARKING AREAS	\$	SY	\$	\$	\$
F		\$			\$	\$
ITEM 3 - EXCAVATION AND GRADING:						
A	COLLECTOR STREETS	\$	LF	\$	\$	\$
B	MINOR STREETS	\$	LF	\$	\$	\$
C	LOCAL ACCESS STREETS	\$	LF	\$	\$	\$
D	PARKING ACCESS DRIVES	\$	LF	\$	\$	\$
E	PARKING AREAS	\$	SY	\$	\$	\$
F	BULK ROCK BLASTING	\$	CY	\$	\$	\$
G	TRENCH ROCK BLASTING	\$	LF	\$	\$	\$
ITEM 4 - WETLAND/STREAM CROSSINGS:		\$	Lump Sum	%	\$	\$
A	WETLAND MITIGATION COSTS	\$	Lump Sum	%	\$	\$
ITEM 5 - BRIDGES-BOX CULVERTS, ETC.		\$	Lump Sum	%	\$	\$
ITEM 6 - SEEDING AND MULCHING		\$	AC	\$	\$	\$
ITEM 7 - SLOPE/AREA RIPRAP		\$	SY	\$	\$	\$
ITEM 8 - UTILITY LINES (elec/tele/etc.)		\$	LF	\$	\$	\$
ITEM 10 - CENTRAL SEWAGE SYSTEMS		\$	Lump Sum	%	\$	\$
SUBTOTAL AMOUNTS CARRIED FORWARD:	\$	XXXXXXX	XXXXXXXX	\$	\$	\$

SUBDIVISION AND LAND DEVELOPMENT

ITEM NO.	DESCRIPTION OF ITEM	TOTAL GUARANTEE IN PLACE	SECURITY RELEASE REQUESTED THIS ESTIMATE			TOTAL GUARANTEE REMAINING
			UNITS	PRICE	AMOUNT	
SUBTOTAL AMOUNTS BROUGHT FORWARD:		\$ XXXXXXXX	XXXXXXX	\$	\$	
ITEM 11 - CENTRAL WATER SYSTEMS		\$	Lump Sum	%	\$	\$
ITEM 12 - GUIDE OR GUARD RAILS		\$	LF	\$	\$	\$
ITEM 13 - CONCRETE/MACADAN CURBS		\$	LF	\$	\$	\$
ITEM 14 - PARKING AREA LIGHTING		\$	Lump Sum	%	\$	\$
ITEM 15 - TRAFFIC SIGNS		\$	Lump Sum	%	\$	\$
ITEM 16 - STREET NAME SIGNS		\$	Lump Sum	%	\$	\$
ITEM 17 - STREET LIGHTS		\$	Lump Sum	%	\$	\$
ITEM 18 - SIDEWALKS		\$	LF	\$	\$	\$
ITEM 19 - BOUNDARY MONUMENTS		\$	EA	\$	\$	\$
ITEM 20 - LOT MARKERS		\$	LOTS	\$	\$	\$
ITEM 21 - RECREATION FACILITIES		\$	Lump Sum	%	\$	\$
ITEM 22 -		\$			\$	\$
ITEM 23 - BASE COURSE: (including shoulder areas)						
A	COLLECTOR STREETS	\$	LF	\$	\$	\$
B	MINOR STREETS	\$	LF	\$	\$	\$
C	LOCAL ACCESS STREETS	\$	LF	\$	\$	\$
D	PARKING ACCESS DRIVES	\$	LF	\$	\$	\$
E	PARKING AREAS	\$	SY	\$	\$	\$
F		\$			\$	\$
ITEM 24 - PAVEMENT: (including top dressing of shoulder areas)						
A	COLLECTOR STREETS	\$	LF	\$	\$	\$
B	MINOR STREETS	\$	LF	\$	\$	\$
C	LOCAL ACCESS STREETS	\$	LF	\$	\$	\$
D	PARKING ACCESS DRIVES	\$	LF	\$	\$	\$
E	PARKING AREAS	\$	LF	\$	\$	\$
F		\$			\$	\$
SUBTOTAL AMOUNTS CARRIED FORWARD:		\$ XXXXXXXX	XXXXXXX	\$	\$	

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ITEM NO.	DESCRIPTION OF ITEM	TOTAL GUARANTEE IN PLACE	SECURITY RELEASE REQUESTED THIS ESTIMATE			TOTAL GUARANTEE REMAINING
			UNITS	PRICE	AMOUNT	
	SUBTOTAL AMOUNTS BROUGHT FORWARD:	\$	XXXXXXX	XXXXXXX	\$	\$
ITEM 25 - STORM WATER MANAGEMENT:						
A	CULVERT PIPE:					
1	" PIPE	\$	LF	\$	\$	
2	" PIPE	\$	LF	\$	\$	
3	" PIPE	\$	LF	\$	\$	
4	" PIPE	\$	LF	\$	\$	
5		\$	LF	\$	\$	
6		\$			\$	\$
B	"D" ENDWALLS	\$	EA	\$	\$	
C	"ES" ENDWALLS	\$	EA	\$	\$	
D	"DW" ENDWALLS	\$	EA	\$	\$	
E	"STONE" ENDWALLS	\$	EA	\$	\$	
F	INLETS	\$	EA	\$	\$	
G	PARALLEL ROADSIDE GRASS LINED SWALES	\$	LF	\$	\$	\$
H	PARALLEL ROADSIDE RIPRAP LINED SWALES	\$	LF	\$	\$	\$
I	INLET AND OUTLET GRASS LINED DITCHES	\$	LF	\$	\$	\$
J	INLET AND OUTLET RIPRAP LINED DITCHES	\$	LF	\$	\$	\$
K	SLOPE AREA RIPRAP	\$	SY	\$	\$	\$
L	STORM WATER FACILITIES	\$	Lump Sum	%	\$	\$
M	SOIL EROSION CONTROLS	\$	Lump Sum	%	\$	\$
N	DETENTION/RETENTION ON FACILITIES	\$	Lump Sum	%	\$	\$
O		\$			\$	\$
P		\$			\$	\$
ITEM 26 - AS BUILT:						
A			Lump Sum		\$	\$

TOTAL AMOUNTS \$ _____ \$ _____ \$ _____

PLUS ORIGINAL TEN PERCENT OF ESTIMATE \$ _____

TOTAL SECURITY REMAINING IN PLACE \$ _____

SUBDIVISION AND LAND DEVELOPMENT

APPLICANTS AFFIDAVIT OF ACCURACY

THE FOREGOING AMOUNTS REPRESENT A TRUE LIST OF THE IMPROVEMENTS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SUPPLEMENTAL DATA AND ALL APPLICABLE REQUIREMENTS AND REGULATIONS OF MIDDLE SMITHFIELD TOWNSHIP;

SUBDIVISION/LAND DEVELOPMENT _____

SUBDIVIDER/DEVELOPER _____ TELEPHONE _____

ADDRESS _____

DATE _____ (SIGNATURE) _____
(name & title)

(SIGNATURE) _____
(name & title)

(below this line to be completed by the Township)

DATE SECURITY RELEASE REQUEST RECEIVED BY MIDDLE SMITHFIELD TOWNSHIP _____

Township Secretary _____

(below this line by the Township Engineer/Township Planning Consultant)

MIDDLE SMITHFIELD TOWNSHIP BOARD OF SUPERVISORS
25 Municipal Drive
East Stroudsburg, PA. 18301

REF: _____
(name of subdivision/land development)

Gentlemen:

I have examined the security release request submitted herewith, inspected the subject improvements in conjunction with the approved plans and supplemental data, requirements and regulations as contained in both the MIDDLE SMITHFIELD TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT REGULATIONS, the MIDDLE SMITHFIELD TOWNSHIP ZONING ORDINANCE and/or the MIDDLE SMITHFIELD PUBLIC ROAD REGULATIONS and recommend the following action be taken:

- Approve the submitted improvements and release _____ of the security guarantee.
- Request additional information relative to the improvements listed below or attached hereto be submitted.
- Reject the security release request as submitted and notify the Subdivider/Developer of the deficiencies and/or discrepancies listed below or attached hereto.

DATE _____
(Township Engineer/Township Planning Consultant)

COMMENTS: _____

