

**STORMWATER MANAGEMENT / SOIL EROSION AND SEDIMENTATION CONTROL
PROCEDURE FOR NEW CONSTRUCTION ON A VACANT LOT:**

There MUST be a valid On-Site Septic Permit or Public Sewer Application Permit on file at the Borough prior to submitting any building applications

SUBMITTING THE APPLICATION

Complete the Drainage Plan Application (Storm Water Management / Soil Erosion & Sedimentation Control) with the following fees and forms:

Review & Permit Fee of \$1,050.00 (includes the \$50.00 permit fee - non-refundable)

One (1) copy of a complete plot plan (that shows dimension and location of the house, garage, well, septic, stormwater site and driveway location).

The StormWater Management Agreement, do not sign this agreement until you are in the presence of a notary (available in the Borough Office, no additional charge or an outside notary service at your charge); you will need to have the **DEED BOOK & PAGE NO. of your lot**, which you can obtain from your Deed/Title or from the Adams County Courthouse.

STORMWATER MANAGEMENT

Your Engineer will stake out and perform the percolation tests necessary for the Storm Water Management and design the plan. **Submit two (2) copies of the plan to the Building Department at the Borough Office.** The plans will be sent to the Borough Engineer for review. Review time can take about 4 – 8 weeks.

SOIL EROSION & SEDIMENTATION CONTROL (outside service)

Obtain the services of a Pennsylvania Sealed Professional Registered Engineer (list attached). The engineer will design the Soil Erosion & Sedimentation Control Plan (E & S Plan). **Submit the plans and review fee direct to the Adams County Conservation District (ACCD initial review time can be 40 working days (approximately 8 weeks); note: this does not include your engineers' revision time or future reviews with the ACCD).** You and your engineer will need to work out the details on submitting the plans & fees. Upon final approval, ACCD will send two (2) signed originals to the Carroll Valley Borough Building Department. After receipt of the signed plans a Zoning Clearing Permit will be issued.

BOROUGH OF CARROLL VALLEY
PO Box 718, Fairfield, PA 17320
Office: (717) 642-8269

DRAINAGE PLAN APPLICATION
Storm Water Management / Soil Erosion and Sedimentation Control

Application is hereby made for review of the stormwater management and erosion and sedimentation control plan and related data as submitted herewith in accordance with The Borough of Carroll Valley Stormwater Management and Earth Disturbance Ordinance.

Preliminary Plan Date Submitted: _____ Date Final Approved Plan _____

Property Location (address): _____ Lot #: _____

Name of Applicant: _____ Phone #: _____

Applicant's Address: _____
Mailing address City State Zip Code

Name of Property Owner(s): _____ Phone #: _____
(as listed on the deed of records)

Owner's Address: _____
Mailing address City State Zip Code

Name of Engineer: _____ Phone #: _____

Engineer's Address: _____
Mailing address City State Zip Code

Type of subdivision/development proposed: *(as compliable with Zoning)* **Single-family lots**

Signature of Owner / Applicant **Date of Signature**

Below this line will be completed by the Carroll Valley Borough Office:

Review fee of \$1,050.00 received _____
Signature of Borough Employee Receiving fees / information

The stormwater management and E&S plan were received on _____

Date SWM Plan forwarded to C.S. Davidson, the Borough Engineer _____

Maintenance & Monitoring Agreement notarized and received _____ Yes _____ No

If in-house notary that provided the service: _____

SEPTIC & STORMWATER MANAGEMENT/SOIL EROSION ENGINEERS

Rex Benchoff
14961 Buchanen Trail East
Blue Ridge Summit, PA 17214
717-794-2078 or 717-762-5199

Group Hanover Inc. (GHI)
213 Carlisle St
Hanover, PA 17331
717-637-3800

Jack Powell
355 Winding Lane
East Berlin, PA 17316
717-259-9831

William F Hill & Associates, Inc.
207 Baltimore St.
Gettysburg, PA 17325
717-334-9137

KPI Technology
143 Carlisle Street
Gettysburg, PA 17325
717-339-0612

R Lee Royer & Associates
1800 E. Main St
Waynesboro, PA. 17268
717-762-5619

Or, if you have obtained the services of a contractor, consult with them.

Fees and Turn Around Times differ from each company. You may choose from the above list or consult the yellow pages in the phone book, the Internet or referrals from others who have gone through this process.

Please remember this is only a list of the local Engineers. This office does not in any way recommend one over the other.

**STANDARD BEST MANAGEMENT PRACTICES
MAINTENANCE AND MONITORING AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between, _____ (hereinafter the "Landowner"), and Carroll Valley Borough, Adams County; Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property referenced as **Lot #:** _____ **located at** _____, Carroll Valley, Pennsylvania and as recorded by deed in the land records of Adams County, Pennsylvania, **Deed Book** _____ at **Page** _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Subdivision/Land Management Plan (hereinafter "Plan") for the Property identified herein, which is expressly made a part hereof, as approved or to approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMP's); and

WHEREAS, the Municipality and the Landowner, his successors and assigns agree that the health, safety, and welfare of the residents of the Municipality require that on-site stormwater Best Management Practices be constructed and maintained on the Property: and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:

BMP- Best Management Practice.

Infiltration Trench- A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer.

Seepage Pit or Dry Well – An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,

Bioretention Facility – A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer, and

Stormwater Structures and Facilities – Shall include, but not be limited to, detention and retention basins, and BMP's.

WHEREAS, the Municipality requires, through the implementation of the **Single-Family Building Lot** Subdivision and Land Development Plan, the stormwater management BMP's as required by said Plan and the Municipal Ordinance be constructed and adequately maintained by the Landowner, his successors and assigns. The Plan shall include, but not be limited to, the BMP site location, plan view and cross sectional drawings as appropriate, design calculations, material specifications, and any maintenance requirements imposed by the Municipality or its Designated Representatives, and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site BMP facility shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan which is attached hereto as Appendix A and made part hereof.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality, the Municipality may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to insure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by non-point source pollution runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall indemnify the Municipality's employees and designated representatives against all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives or employees, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.
8. The Municipality shall inspect the BMP(s) at a minimum of once every three years to ensure their continued functioning.
9. This Agreement shall be recorded among the land records of Adams County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

For the Municipality:

(SEAL)

For the Landowner:

(SEAL)

State of _____

County of _____

On this, the _____ day of _____ in the year 20 _____, before me
_____ the undersigned officer, personally appeared
_____ known to me (or satisfactorily proven) to be the person(s) _____
subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes
therein contained.

In witness whereof, I hereunto set my hand and official seals.

Notary Public Signature

**STORMWATER MANAGEMENT / SOIL EROSION AND SEDIMENTATION CONTROL
PROCEDURE FOR NEW CONSTRUCTION ON A VACANT LOT:**

MUST have a valid On-Site Septic Permit and Sewer Applications prior to submitting any other Application(s)

SUBMITTING THE APPLICATION

Submit the Storm Water Management / Soil Erosion & Sedimentation Control Application with the following:

Review & Permit Fee of \$1,050.00 (includes the \$50.00 permit fee - non-refundable)

One (1) copy of a complete plot plan (that shows dimension and location of the house, garage, well, septic, stormwater site and driveway location).

The StormWater Management Agreement, do not sign this agreement until you are in the presence of a notary (available in the Borough Office, no additional charge or an outside notary service at your charge); you will need to have the **DEED BOOK & PAGE NO. of your lot**, which you can obtain from your Deed/Title or from the Adams County Courthouse.

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Obtain the services of a Pennsylvania Sealed Professional Registered Engineer (list attached). The engineer will design the Soil Erosion & Sedimentation Control Plan (E & S Plan). Submit the plans and review fee direct to the Adams County Conservation District (*ACCD initial review time can be 8 – 12 weeks; note: this does not include your engineers' revision time / future reviews with the ACCD*). You and your engineer will need to work out the details on submitting the plans & fees. Upon final approval ACCD will send the two (2) signed originals need to be submitted to Barb Jestes, Building Secretary, at the Borough Office prior to a Zoning Clearing Permit being issued.

STORMWATER MANAGEMENT

Your Engineer will stake out and perform the percolation tests necessary for the Storm Water Management and design the plan. **Three (3) copies of the plans** need to be submitted to Barb Jestes, the Building Secretary, at the Borough Office. The plans will be sent to the Borough Engineer for review. Review time can take about 4 – 8 weeks.

During this time, you can be completing the remaining application(s) in the Building Packet and submit them, along with the building plans, for review (*review time can up to 45 days*).

SEPTIC & STORMWATER MANAGEMENT/SOIL EROSION ENGINEERS

Rex Benchoff
14961 Buchanen Trail East
Blue Ridge Summit, PA 17214
717-794-2078 or 717-762-5199

Group Hanover Inc. (GHI)
213 Carlisle St
Hanover, PA 17331
717-637-3800

Jack Powell
355 Winding Lane
East Berlin, PA 17316
717-259-9831

William F Hill & Associates, Inc.
207 Baltimore St.
Gettysburg, PA 17325
717-334-9137

KPI Technology
143 Carlisle Street
Gettysburg, PA 17325
717-339-0612

R Lee Royer & Associates
1800 E. Main St
Waynesboro, PA. 17268
717-762-5619

Or, if you have obtained the services of a contractor, consult with them.

Fees and Turn Around Times differ from each company. You may choose from the above list or consult the yellow pages in the phone book, the Internet or referrals from others who have gone through this process.

Please remember this is only a list of the local Engineers. This office does not in any way recommend one over the other.

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Stormwater Structures and Facilities – Shall include, but not be limited to, detention and retention basins, and BMP's.

WHEREAS, the Municipality requires, through the implementation of the Single-Family Lots Subdivision and Land Development Plan, the stormwater management BMP's as required by said Plan and the Municipal Ordinance be constructed and adequately maintained by the Landowner, his successors and assigns. The Plan shall include, but not be limited to, the BMP site location, plan view and cross sectional drawings as appropriate, design calculations, material specifications, and any maintenance requirements imposed by the Municipality or its Designated Representatives, and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site BMP facility shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan which is attached hereto as Appendix A and made part hereof.
3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality, the Municipality may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to insure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by non-point source pollution runoff.

7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall indemnify the Municipality's employees and designated representatives against all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives or employees, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.
8. The Municipality shall inspect the BMP(s) at a minimum of once every three years to ensure their continued functioning.
9. This Agreement shall be recorded among the land records of Adams County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

For the Municipality:

(SEAL)

For the Landowner:

(SEAL)

State of _____

County of _____

On this, the _____ day of _____ in the year 20 ____, before me _____ the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) _____ subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

Notary Public Signature