

STORMWATER MANAGEMENT

158 Attachment 3

**Borough of Perkasié
APPENDIX C**

Sample Drainage Plan Application and Fee Schedule

(To be attached to the land subdivision plan or development plan review application or minor land subdivision plan review application)

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 _____ Township Stormwater Management and Earth Disturbance Ordinance.

_____ Final Plan _____ Preliminary Plan _____ Sketch Plan

Date of Submission _____ Submission No. _____

- 1. Name of subdivision or development _____
- 2. Name of applicant _____ Telephone No. _____
(if corporation, list the corporation's name and the names of two officers of the corporation)

_____ Officer 1
 _____ Officer 2

Address _____
 Zip _____

Applicant's interest in subdivision or development _____
 (if other than property owner give owners name and address)

- 3. Name of property owner _____ Telephone No. _____

Address _____
 Zip _____

- 4. Name of engineer or surveyor _____ Telephone No. _____

Address _____
 Zip _____

- 5. Type of subdivision or development proposed:

_____ Single-Family Lots	_____ Townhouses	_____ Commercial (Multilot)
_____ Two Family Lots	_____ Garden Apartments	_____ Commercial (One lot)
_____ Multifamily Lots	_____ Mobile-Home Park	_____ Industrial (Multilot)
_____ Cluster Type Lots	_____ Campground	_____ Industrial (One Lot)
_____ Planned Residential Development	_____ Other (_____)	

- 6. Linear feet of new road proposed? _____ L.F.

PERKASIE CODE

7. Area of proposed and existing impervious area on entire tract.
- a. Existing (to remain) _____ S.F. _____ % of property
 - b. Proposed _____ S.F. _____ % of property
8. Stormwater
- a. Does the peak rate of runoff from proposed conditions exceed that flow that occurred for existing conditions for the designated design storm? _____

 - b. Design storm used (on-site conveyance systems) (twenty-four-hr.) _____
No. of Subarea _____
Watershed Name _____

Explain: _____

 - c. Does the submission and/or district meet the release rate criteria for the applicable subarea? _____

 - d. Number of subarea(s) from Ordinance Appendix D of the East Branch Perkiomen Watershed Stormwater Management plan _____
 - e. Type of proposed runoff control: _____

 - f. Does the proposed stormwater control criteria meet the requirement/guidelines of the stormwater ordinance(s)? _____

If not, what variances/waivers are requested? _____
Reasons _____

 - g. Does the plan meet the requirements of Article III of the stormwater ordinance?

If not, what variances/waivers are requested? _____

Reasons _____

 - h. Was TR-55, June 1986, utilized in determining the time of concentration? _____

 - i. What hydrologic method was used in the stormwater computations?

STORMWATER MANAGEMENT

- j. Is a hydraulic routing through the stormwater control structure submitted?

- k. Is a construction or staging schedule attached? _____
- l. Is a recommended maintenance program attached? _____
- 9. Erosion and Sediment Pollution Control (E&S):
 - a. Has the stormwater management and E&S plan, supporting documentation and narrative been submitted to the _____ County Conservation District?
 - b. Date of Submission _____
 - c. Total area of earth disturbance _____ S.F.
- 10. Wetlands
 - a. Have the wetlands been delineated by someone trained in wetland delineation? _____
 - b. Have the wetland lines been verified by a state or federal permitting authority? _____
 - c. Have the wetland lines been surveyed? _____
 - d. Total acreage of wetland within the property _____
 - e. Total acreage of wetland disturbed _____
 - f. Supporting documentation _____
- 11. Filing
 - a. Has the required fee been submitted? _____
Amount _____
 - b. Has the proposed schedule of construction inspection to be performed by the applicant's engineer been submitted? _____
 - c. Name of individual who will be making the inspections _____
 - d. General comments about stormwater management at development: _____

PERKASIE CODE

CERTIFICATE OF OWNERSHIP AND ACKNOWLEDGMENT OF APPLICATION:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

On this the _____ day of _____, 20____, before me, the undersigned officer,
personally appeared _____ who being duly sworn, according to law,
deposes and says that _____ owners of the property described in
this application and that the application was made with knowledge and/or direction and does hereby
agree with the said application and to the submission of the same.

_____ Property Owner

My Commission Expires _____, 20____
Notary Public _____

THE UNDERSIGNED HEREBY CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE AND
BELIEF THE INFORMATION AND STATEMENTS GIVEN ABOVE ARE TRUE AND CORRECT.

SIGNATURE OF APPLICANT _____



(Information Below This Line To Be Completed By The Municipality)

_____ Township official submission receipt:

Date complete application received _____ Plan Number _____

Fees _____ date fees paid _____ received by _____

Official submission receipt date _____

Received by _____

_____ Township

STORMWATER MANAGEMENT

**Drainage Plan
Proposed Schedule of Fees**

Subdivision name _____ Submittal No. _____

Owner _____ Date _____

Engineer _____

1.	Filing fee	\$ _____
2.	Land use	
	2a. Subdivision, campgrounds, mobile home parks, and multifamily dwelling where the units are located in the same local watershed.	\$ _____
	2b. Multifamily dwelling where the designated open space is located in a different local watershed from the proposed units.	\$ _____
	2c. Commercial/industrial.	\$ _____
3.	Relative amount of earth disturbance	
	3a. Residential	
	road <500 l.f.	\$ _____
	road 500-2,640 l.f.	\$ _____
	road >2,640 l.f.	\$ _____
	3b. Commercial/industrial and other impervious area <3,500 square feet	\$ _____
	impervious area 3,500-43,560 square feet	\$ _____
	impervious area >43,560 square feet	\$ _____
4.	Relative size of project	
	4a. Total tract area <1 ac	\$ _____
	1 – ac	\$ _____
	5 – 5 ac	\$ _____
	25 – 00 ac	\$ _____
	100 – 00 ac	\$ _____
	>200 ac	\$ _____
5.	Stormwater control measures	
	5a. Detention basins and other controls that require a review of hydraulic routings (\$ per control).	\$ _____
	5b. Other control facilities which require storage volume calculations but no hydraulic routings. (\$ per control)	\$ _____
6.	Site inspection (\$ per inspection)	\$ _____
	Total	\$ _____

All subsequent reviews shall be 1/4 the amount of the initial review fee unless a new application is required as per Section 406 of the stormwater ordinance. A new fee shall be submitted with each revision in accordance with this schedule.

STORMWATER MANAGEMENT

158 Attachment 1

**Borough of Perkasio
Appendix A**

STANDARD STORMWATER FACILITIES MAINTENANCE AND MONITORING
AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 ____,
by and between _____, (hereinafter the "Landowner"), and
_____, _____ County; Pennsylvania,
(hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in
the land records of _____ 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
_____ Subdivision which is expressly made a part hereof, as approved
or to be approved by the Municipality, provides for detention or retention of stormwater within
the confines of the Property; 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 management facilities be constructed and maintained on the Property: and

WHEREAS, the Municipality requires, through the implementation of the
_____ Watershed Stormwater Management Plan, that
stormwater management facilities as shown on the Plan be constructed and adequately
maintained by the Landowner, his successors and assigns.

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 stormwater management facilities shall be constructed by the Landowner, his
successors and assigns, in accordance with the terms, conditions and specifications
identified in the Plan.
2. The Landowner, his successors and assigns, shall maintain the stormwater management
facilities in good working condition, acceptable to the Municipality so that they are
performing their design functions.

PERKASIE CODE

3. The Landowner, his successors and assigns, hereby grants permission to the Municipality, his authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times, such as following a storm of the intensity for which the facility was designed to control, and to inspect the stormwater management facilities whenever the Municipality deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Municipality shall give the Landowner, his successors and assigns, copies of the inspection report with findings and evaluations. At a minimum, maintenance inspections shall be performed in accordance with the following schedule:
 - Annually for the first five years after the construction of the stormwater facilities,
 - Once every two years thereafter, or
 - During or immediately upon the cessation of a 100-year or greater precipitation event.
4. All reasonable costs for said inspections shall be borne by the Landowner and payable to the Municipality.
5. The owner shall convey to the municipality easements and/or rights-of-way to ensure access for periodic inspections by the Municipality and maintenance, if required.
6. In the event the Landowner, his successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the Municipality, the Municipality may enter upon the property and take such necessary and prudent action to maintain said stormwater management facilities and to charge the costs of the maintenance and/or repairs to the Landowner, his successors and assigns. This provision shall not be construed as to allow the Municipality to erect any structure of a permanent nature on the land of the Landowner, outside of any easement belonging to the Municipality. 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.
7. The Landowner, his successors and assigns, will perform maintenance in accordance with the maintenance schedule for the stormwater management facilities including sediment removal as outlined on the approved schedule and/or drainage plan.
8. 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 on account of the Landowner's or his successors' and assigns' failure to perform such work, the Landowner, his successors and assigns, shall reimburse the Municipality upon demand, within 30 days of receipt of invoice thereof, for all costs incurred by the Municipality hereunder. If not paid within said thirty-day period, the Municipality may enter a lien against the property in the amount of such costs, or may proceed to recover his costs through proceedings in equity or at law as authorized under the provisions of the (Second Class Township) (Borough) Code.
9. The Landowner, his successors and assigns, shall indemnify the Municipality and its agents and employees against any and all damages, accidents, casualties, occurrences or

STORMWATER MANAGEMENT

claims that might arise or be asserted against the Municipality for the construction, presence, existence or maintenance of the stormwater management facilities by the Landowner and his successors and assigns.

- 10. In the event a claim is asserted against the Municipality, its agents, or employees, the Municipality shall promptly notify the Landowner and his successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the Municipality, his agents or employees shall be allowed, the Landowner and his successors and assigns shall pay all costs and expenses in connection therewith.
- 11. In the advent of an emergency or the occurrence of special or unusual circumstances or situations, the Municipality, may enter the property, if the Landowner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens is at jeopardy. However, the Municipality shall notify the Landowner of any inspection, maintenance, or repair undertaken within five days of the activity. The Landowner shall reimburse the Municipality for its costs.

This Agreement shall be recorded among the land records of _____ 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:

(SEAL)

For the Municipality:

(SEAL)

For the Landowner:

ATTEST:

_____ (City, Borough, Township)

County of _____, Pennsylvania

PERKASIE CODE

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20 __, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20 __, has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS _____ day of _____, 20 __.

NOTARY PUBLIC

(SEAL)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this _____ day of _____, 2014, by and between PERKASIE BOROUGH, Bucks County, Pennsylvania (hereinafter referred to as "Borough") and _____, the Perkasie Borough Solicitor, and _____ Borough Engineer (hereinafter referred to as "Professional Staff", and _____ (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer is the applicant and/or legal or equitable owner of certain real estate bearing Tax Parcel Number # _____ located or described and consisting of acreage as follows: _____

WHEREAS, the Developer has presented to the Borough plans for proposed Subdivision Land Development, Building Development or other plans for the use of their land for review by the Borough, or has applied for a building or other permit from the Borough;

WHEREAS, the Developer has filed with the Borough such plans and/or has requested approval for permits to build, or requested approval of any such plans to make use of its property, which plans are hereby incorporated by reference and made a part hereof;

WHEREAS, the Developer has requested the Borough to review said plans and/or other requests which review will require Borough Professional Staff review, the costs and expenses of which Professional Staff review shall be paid by Developer.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Borough hereby authorize and direct the Borough's Professional Staff to review the application and plans and to make such recommendations and determine such specifications as may be necessary with respect to such plans, as required by the Borough pursuant to its ordinances or codes.

2. The Developer shall pay the following:

(a) the Engineer's charges and fees for review of and/or preparation of the plans;

(b) reasonable legal fees for review by the Borough Solicitor, or other legal consultants relating to the application for approval of plans or building permits, occupancy permits or such other permits and reviews as are necessary;

(c) administrative costs and expenses which the Borough may incur by reason of this

Contract.

Perkasie Borough Professional Services Agreement

All charges and fees shall be paid in advance by the Developer as required by the Borough and in accordance with paragraph 3 set forth herein.

3. The Developer hereby agrees to deposit with the Borough the sum of \$_____ as security deposit for the payment of all costs and expenses, charges and fees as set forth in paragraph 2 above, within five (5) days of the date of this Agreement. It is agreed and understood by the parties that neither the Borough, its Solicitor nor Engineer shall commence processing this application until the security deposit has been deposited with the Borough. In the event the balance of the escrow account at any time shall be below fifty percent (50%) of the original escrow deposit, and it appears that costs will be in excess of the remaining balance, the Borough shall require an additional escrow deposit sufficient to restore the account balance to the original escrow amount. This additional escrow amount shall be paid by the Developer when requested and no further review of the proposed development will occur until receipt of such payment by the Borough.

4. In the event that the Borough shall expend or become liable for engineering, legal or administrative costs and expenses in an amount in excess of the deposit required in paragraph 3 hereof, Developer agrees to promptly deposit such additional sum with the Borough as necessary and shall be provided with a detailed statement of account from the Borough upon request.

5. The Borough agrees to render services to the Developer and to authorize services to be rendered from its Engineer and its Solicitor in accordance with the review procedures established herein and by the Borough. Plans shall not be reviewed nor shall any permits be issued until the security deposit has been paid in this Agreement. Developer further agrees not to commence any work or construction whatsoever on and about the subject property for which the permits or plan approvals are required until execution of this Agreement and the posting of the security deposit herein required. Should any construction take place prior to execution of this Agreement, Developer hereby agrees that he or it shall be required to remove any and all materials thus previously constructed or installed, prior to any review or approval by the Borough.

6. It is further agreed by the Borough and the Developer that the Developer shall pay all engineering fees for supervision and inspection during construction alteration, or other work as shall be required by the Borough.

7. The Developer shall pay all reasonable fees and recording costs which the Borough may incur by reason of or in connection with the improvements, construction or other work on its property which require permits and which require permits and which require approval by the Borough as required by the plan as submitted.

8. The Developer further agrees to pay and shall pay for the supervision and inspection of all work required to be performed by the Borough of its Engineer.

9. The Developer shall pay any and all legal fees charged by the Solicitor for the preparation of legal documents, review of any legal documents or plans, or any other legal work authorized by the Borough relating to the performance of any of the construction as applied for by the Developer.

Perkasie Borough Professional Services Agreement

10. The Developer agrees and shall pay any and all engineering and legal costs incurred by the Borough for the reviews and inspections which may be required for the purpose of ensuring compliance with the plans as filed or the application for permits and to ensure that the work to be performed complies in all respects with the ordinance and Codes of the Borough and any other laws and regulations of the Commonwealth of Pennsylvania, of the United States or any other regulations or laws required for the work to be performed at Developer's property.

11. The Developer and the Borough further agree that should any special professional services be required in addition to those services detailed herein in review of the plans or approval of building permits, inspections or occupancy permits, the cost of such additional services shall be paid by the Developer.

12. The Developer and the Borough further agree that any fees or costs arising out of this Agreement or any fee schedule in effect in Perkasie Borough shall be paid prior to the issuance of any occupancy permit for the use of any such building which is the basis of the plan submitted and which relates to this Agreement. The Developer agrees and acknowledges that no occupancy permit will be issued until all of the fees and costs outstanding as of that date shall have been paid and any further escrows required to be deposited shall have been deposited pursuant to this Agreement.

13. The Developer may, at any time, terminate all further obligations under this Agreement by giving written notice to the Borough that it does not desire to proceed with the work upon which it is requiring a permit or upon which plans have been filed, and upon receipt of such notice by the Borough, the Developer shall then be liable to the Borough only for costs and expenses incurred to the date and time of the Borough's receipt of such notice. The Borough shall use its best efforts to advise the Developer of the impending likelihood that estimated fees and costs will exceed the required security deposit in advance of the costs exceeding said sum.

14. The Developer and the Borough acknowledge that this Agreement represents their full understanding and that they each intend to be legally bound hereby.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

Perkasie Borough Professional Services Agreement

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused their respective signatures to be affixed and have affixed their hands and seals hereto the day and year first above written.

Attest:

Corporation Secretary

Attest:

DEVELOPER:

If a Corporation:

By: _____
President

If an Individual or Partnership:

By: _____
THE BOROUGH OF PERKASIE

Borough Solicitor

Borough Engineer

ACKNOWLEDGEMENT

We, _____, Borough Engineer in Perkasie Borough, and
_____, Solicitor for Perkasie Borough, acknowledge that in the event
the named Developer fails to make payments in full required pursuant to the terms of this
Agreement, that no cause of action will be instituted against the Borough of Perkasie by either of
them, but that all claims by them or each of them will be brought against the Developer.

Date

Perkasie Borough Engineer

Date

Perkasie Borough Solicitor