



BERKELEY COUNTY ENGINEERING AND BUILDING INSPECTIONS

400 West Stephen Street - Suite 202, Martinsburg, WV 25401-3838

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Web Page: www.berkeleywv.org

COMMERCIAL /SUBDIVISION GRADING PERMIT

TO OBTAIN A GRADING PERMIT, THE FOLLOWING ITEMS ARE NEEDED:

1. Commercial Construction Agreement
2. If Stormwater Management is involved, the Inspection and Maintenance Agreement with notary page must be completed.
3. One (1) set of grading plans.
4. Surety Estimate
5. Copy of WVDOH Entrance permit.
6. A Preliminary Plat Advancement letter from the Planning Commission is needed.
7. All fees paid \$500.00.
8. Once agreement is signed by County Council proof of recording must be submitted.
9. Once Surety amount is established surety must be submitted.

COMMERCIAL CONSTRUCTION AGREEMENT

Berkeley County Grading Permit No. _____

Building Permit Number (if applicable): _____

Project: _____

Location: _____

In the submission of a Construction Sediment Control Plan for the construction of _____, I agree to comply with any reasonable requirements determined necessary by the Berkeley County Engineering Department. Such requirements shall be based on the soil conservation standards contained in the West Virginia Best Management Practice Manual (when available) and the Berkeley County Storm Water Management and Sediment and Erosion Control Ordinance. The provisions of these two documents represent the minimum practices necessary to provide adequate control of erosion and sedimentation on or resulting from this project.

MINIMUM REQUIREMENTS

1. At a minimum, all denuded areas on the project shall be stabilized within seven (7) days of final grading with permanent vegetation or a temporary protective ground cover suitable for the time of year. Temporary protective ground cover shall also be applied after seven (7) days of the site being idle of grading.
2. All upslope water will be diverted around the construction site. Diverting water onto an adjacent property will not be allowed without written permission from the owner.
3. All down slope areas will be protected with appropriate sediment control devices. This will include at a minimum, silt fence, properly installed. If site conditions permit, a sediment trap or pond will be required in lieu or in addition to the silt fence.
4. All storm water drop inlets and other similar structures will be protected from siltation by the proper drop inlet protection measures.
5. A stabilized construction entrance shall be provided with appropriate size culvert under entrance as needed.
6. Other items as may be deemed necessary to accomplish the intent of the Berkeley County Storm Water Management and Sediment and Erosion Control Ordinance.
7. All grading shall be in compliance with the grading approved for the project on the Preliminary Plat. If a change is to be made to the approved grading, a new grading plan shall be submitted, reviewed and approved prior to grading in a different manner.

I further understand that failure to comply with such requirements within three working days following notice by a representative of The Berkeley County Engineering Department could result in legal action for violation of the Berkeley County Storm Water Management & Sediment and Erosion Control Ordinance and the NPDES General Storm Water Permit. Failure to comply within three (3) days of written notification can also result in a call upon the surety for corrective measures.

Additional Measures (if required)

Permission is also granted to the Berkeley County Engineering Department or its representative for access upon the project site to insure compliance with the ordinance. The requirements contained herein and of the approved plan shall also be binding upon our grantees, assignors, heirs, etc.

Signature of Landowner: _____

Name: _____
First Name Last Name

Address: _____
Number Street Name

City State Zip Code

Party Responsible for Erosion and Sediment Control (if different from landowner)

Name: _____
First Name Last Name

Address: _____
Number Street Name

City State Zip Code

REMINDER: A COPY OF THE APPROVED SEDIMENT CONTROL PLAN AND THIS AGREEMENT MUST BE ON THE JOB SITE.

Reviewed by Berkeley County Engineering Department and meets Technical Requirements.

Application Reviewed & approved by: _____ Date: _____

Final Grading Inspection: _____ Date: _____

INSPECTION AND MAINTENANCE AGREEMENT
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this _____ day of _____, 20____,
by and between _____,

hereinafter referred to as the "OWNER(S)" of the following property: *(Provide address
or legal property description. District, Tax Map, Parcel and Name of Project).*

_____, and The Berkeley County Council,
hereinafter referred to as the "Council."

WITNESSETH:

We, the OWNER(S), with full authority to execute deeds, mortgages, other
covenants, and possessing all rights, titles, and interests in the property described above,
do hereby covenant with the Council and agree as follows.

1. THE OWNER(S) shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform necessary landscaping (grass cutting, etc.), trash removal and other regular maintenance.
2. If necessary, the OWNER(S) shall levy regular or special assessments against all present or subsequent owners of property served by the facility to ensure that the facility is properly maintained.
3. The OWNER(S) shall grant the Council or its agent and contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the facility.
4. Should the OWNER(S) fail to maintain the facility or correct any defects within a reasonable period of time (30 days maximum) after proper

written notice by the Council, the Council is authorized to perform the necessary maintenance or repairs and may assess the OWNER(S) served by the facility for the cost of the work, any applicable penalties, and legal fees and court costs, if any. Said assessment shall be against all properties served by the facility and shall be a lien against such properties, amenable to execution and collection by any means provided by law. The OWNER(S) shall maintain perpetual access from public rights-of-way to the facility for the Council or its agent and contractor.

5. The OWNER(S) shall indemnify and save the Council harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the properties served by the facility.
7. The OWNER shall record this AGREEMENT in the land records of the COUNTY and provide proof of recordation to the Council or its agent prior to start of initial construction.

IN WITNESS WHEREOF, the OWNER(S) and the COUNCIL executed this

AGREEMENT as of this _____ day of _____, 20_____.

OWNER(S) SIGNATURE:	PRINTED NAME:	TITLE:	AFFILIATION:
_____	_____	_____	_____
_____	_____	_____	_____

SIGNATURE FOR THE COUNCIL:

STATE OF _____
COUNTY OF _____

I hereby certify that on this _____ day of _____, 20_____,
before the subscribed, a Notary Public of the State of _____,
and for the County of _____, _____ for the owners
(Name)
did acknowledge the foregoing instrument to be his/her Act.

In testimony whereof,
I have affixed my official seal.

_____ My Commission Expires: _____
NOTARY PUBLIC

SEAL:

STATE OF WEST VIRGINIA
COUNTY OF BERKELEY

I hereby certify that on this _____ day of _____, 20_____,
before the subscribed, a Notary Public of the State of West Virginia, and for the County
of Berkeley, personally appeared _____ for the Council
and did acknowledge that he/she is duly authorized to sign the foregoing instrument and
that such signature is a proper endorsement of their Act.

In testimony whereof,
I have affixed my official seal.

_____ My Commission Expires: _____
NOTARY PUBLIC

SEAL: