



STORMWATER & GRADING PERMIT APPLICATION

(TOWNSHIP CODE - § 135 STORMWATER MANAGEMENT)

Permit No.: _____

PART 1 - INSTRUCTIONS		
A	Review Township Ordinance Chapter 135 Stormwater Management .	
B	Submit : <ul style="list-style-type: none"> <input type="checkbox"/> One (1) copy of permit application. <input type="checkbox"/> Three (3) copies of the plans, calculation and supporting documentation. <input type="checkbox"/> One (1) digital PDF copy of plans, calculation and supporting documentation. <input type="checkbox"/> One (1) completed Impervious Coverage Worksheet All plans shall be dated with all revisions and must bear the names of: (1) the person who prepared the plans; (2) the applicant; and (3) the owner of the land.	
C	Submit an Application Fee in accordance with the current Township fee schedule .	
E	This Application is processed by the Township Engineer. Cost of review and inspections by the Township Engineer are billed to the Applicant in accordance with the current Township Fee Schedule.	
F	Operations and Maintenance Agreement (to be provided by Township Engineer) must be executed for all Best Management Practices (BMPs) and Conveyances.	
G	For all activities requiring submittal of a stormwater management site plan that involve subdivision or land development, the applicant shall post financial security to the municipality for the timely installation and proper construction of all stormwater management facilities as required by the approved SWM site plan.	
PART 2 - PROPERTY INFORMATION		
Street Address of Property (site on which Regulated Activity is Proposed):		
City, State and Zip Code of Property:		
Subdivision Name:	Tax Parcel Identification #:	
Estimated Start Date (mm/dd/yyyy):	Estimated Completion Date (mm/dd/yyyy):	Zoning District:
Is this Property part of an approved Subdivision and/or Land Development Application that includes an approved SWM Site Plan? <input type="checkbox"/> Yes If "Yes", Subdivision and/or Land Development Name: _____ <input type="checkbox"/> No		

DEPARTMENT OF BUILDING & LIFE SAFETY

Raymond Stackhouse, Director

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<p>If "Yes", will Applicant utilize the approved SWM Site Plan associated with the approved Subdivision and/or Land Development Application for subject Property with no deviations?</p> <p style="margin-left: 20px;"> <input type="checkbox"/> Yes (if "Yes", a SWM Site Plan need not be enclosed) <input type="checkbox"/> No </p>	
PART 3 - APPLICANT INFORMATION (owner of property and person or entity responsible for all costs)	
Applicant Name (person or entity that owns the property on which the proposed Regulated Activity is located):	
Applicant Street Address:	
City, State and Zip Code of Applicant:	
Telephone Number of Applicant:	Email Address:
PART 4 – APPLICANT’S ENGINEER INFORMATION	
Name of Applicant’s Engineer and Engineering Firm:	
Street Address of Applicant’s Engineer:	
City, State and Zip Code of Applicant’s Engineer:	
Telephone Number of Applicant’s Engineer:	Email Address:
PART 5 – APPLICANT’S CONTRACTOR INFORMATION (if known)	
Name of Applicant’s Contractor:	
Street Address of Applicant’s Contractor:	
City, State and Zip Code of Applicant’s Contractor:	
Telephone Number of Applicant’s Contractor:	Email Address:

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PART 6 – CERTIFICATION & ACKNOWLEDGEMENT

- I am the Property Owner, or
- I am an officer or official of the Property Owner, or
- I have the authority to make this application (attach delegation of signatory authority)

I understand that stormwater may not adversely affect adjacent properties or be directed onto another property without written permission. I also understand that false information may result in a stop work order or revocation of permits. Municipal representatives are also granted reasonable access to the property for review and/ or inspection of this project if necessary.

By signing this Application, I certify that all facts in the Applicant and all accompanying documentation are true and correct This Application is being made by me to induce official action on the part of the Township, and I understand that any false statements made herein are being made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

I expressly acknowledge that the issuance of any approval under the Storm Water Management Ordinance is based upon the facts stated and representations made in this Application. I expressly acknowledge that the Township may revoke any permit or approval if the regulated activity for which it has been issued violates any applicable Township, County, State or Federal law or regulation. I also expressly acknowledge that the Township may revoke any permit or approval based on this Application if it has been issued in error or if issuance was based upon any misrepresentations or errors contained in the Application or otherwise made by the Applicant.

Nothing contained in this Application shall be construed to relieve or limit the obligations of the Applicant to comply with all provisions of the Zoning Ordinance or to waive violations of the Zoning Ordinance or any other Township Ordinances or to stop the Township from enforcing Township ordinances, including but not limited to the Zoning Ordinance. I expressly acknowledge that permits and certificates of use and occupancy may be required under the Zoning Ordinance and it is my obligation to obtain all permits and approvals under the Zoning Ordinance. I acknowledge that the escrow which I may be required to post shall be used to reimburse the Township for all engineering and inspection fees and for all attorneys' fees incurred in connection with the preparation and recording of any required Storm Water Management Agreement, the review of Financial Security, and any other legal expenses which the Township may incur in the furtherance of the work proposed by this Application. I hereby irrevocably authorize the Township to withdraw from time to time any monies posted as escrow. In the event the posted escrow is insufficient at any time to pay such costs, or the Township does not require the posting of an escrow and fees are incurred, the Township shall bill Applicant for the actual or anticipated additional costs. In the event the posted escrow is in excess of the Township's costs, the Township shall refund such excess monies, without interest, to Applicant upon completion of the work and final inspection.

Name	Official Title
Street Address	City, State, Zip Code
Phone Number	E-mail Address
Signature	Date

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STORMWATER & GRADING PERMIT APPLICATION

Permit No.: _____

PART 7 – TOWNSHIP ACTION (to be completed by Township)		Date	Initials
A	Stamp permit application and supporting documents with Received Date Stamp		
B	Assign Permit No. _____ (top right of each page of this permit application)		
C	Verify property address and tax parcel number on application		
D	Permit Fee in accordance with current Township Fee Schedule: \$		
E	Applicant submitted one (1) permit application, one (1) impervious coverage worksheet, three (3) copies of plans and one (1) digital copy of the plans		
F	Place one (1) copy of permit application and (1) copy of supporting documents in the appropriate township property file		
G	Send one (1) copy of permit application and two (2) copies of supporting documents to Township Engineer for Review		
H	Applicant submitted three (3) executed copies of the Operation & Maintenance (O&M) Agreement for Township review prior to approval of the Stormwater Site Plan		
I	O&M Agreement executed by Township		
J	Township received Approval Letter from Township Engineer		
K	Applicant picked-up O&M Agreement and Plans to take for recording at the Chester County Recorder of Deeds		
L	Applicant submitted a receipt to the Township from the Chester County Recorder of Deeds for the recording of the O&M Agreement and Plans		
M	Applicant returned one (1) recorded O&M Agreement and one (1) recorded Plan to the Township		
N	Financial Security (if submitted with a SALDO application) \$		
Plan Approval: <input type="checkbox"/> Approved Date:		Revision Date of Approved Plan:	
E & S Plan Approval: <input type="checkbox"/> Approved Date:		Revision Date of Approved E & S Plan:	
_____ Township Official's Signature		_____ Township Official's Title	
*Approved permit is valid for five (5) years from date of approval.			

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IMPERVIOUS COVERAGE WORKSHEET

Permit No.: _____

PART 1 - PROPERTY INFORMATION		
Street Address of Property (site on which Regulated Activity is Proposed):		
City, State and Zip Code of Property:		
Subdivision Name:	Tax Parcel Identification #:	
Estimated Start Date (mm/dd/yyyy):	Estimated Completion Date (mm/dd/yyyy):	Zoning District:
PART 2 - APPLICANT INFORMATION (owner of property and person or entity responsible for all costs)		
Applicant Name (person or entity that owns the property on which the proposed Regulated Activity is located):		
Applicant Street Address:		
City, State and Zip Code of Applicant:		
Telephone Number of Applicant:	Email Address:	
PART 3 - IMPERVIOUS SURFACE		
Total Project Area of Earth Disturbance = _____ Square Feet		A
Previously Installed Impervious Coverage since January 1, 2014 = _____ Square Feet		B
Proposed Impervious Surface = _____ Square Feet		C
Proposed Impervious Surface to be Removed = _____ Square Feet		D
Total Impervious Surface installed since January 1, 2014 (if approved) = _____ Square Feet		E (B+C-D)

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PART 4 – REQUIREMENTS (For Township Use Only)	
1	<p>Is "A" less than 5,000 square feet AND is "E" less than 1,000 square feet?</p> <p><input type="checkbox"/> YES (if "yes", no stormwater controls are required)</p> <p><input type="checkbox"/> NO (if "no", proceed to step 2 below).</p>
2	<p>Is "A" less than 10,000 square feet AND is "E" less than 2,000 square feet?</p> <p><input type="checkbox"/> Yes (if "Yes", on site stormwater controls may be provided as outlined in Appendix A of the)</p> <p><input type="checkbox"/> No (if "No", a full stormwater drainage plan and calculations shall be required in accordance with Chapter 135 of the Township Ordinance.)</p>
PART 5 – CERTIFICATION & ACKNOWLEDGEMENT	
<p><input type="checkbox"/> I am the Property Owner, or</p> <p><input type="checkbox"/> I am an officer or official of the Property Owner, or</p> <p><input type="checkbox"/> I have the authority to make this application (attach delegation of signatory authority)</p> <p>I hereby state that the above facts and statements including any attachments are to the best of my knowledge, accurate and complete. I further understand that any falsification of information or an incomplete application may be considered reason to reject the application and that the false statements herein are made subject to the penalties of PA cons. Stat. 4904 relating to unsworn falsification to authorities.</p> <p>No permit shall be issued for the filling of materials other than clean fill.</p>	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Name</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Official Title</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Street Address</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">City, State, Zip Code</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Phone Number</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">E-mail Address</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Signature</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>

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STORMWATER AND GRADING PERMIT REVIEW, APPROVAL AND CLOSE-OUT PROCESS

CALN TOWNSHIP, CHESTER COUNTY, PA

PART 1 – PERMIT APPLICATION, REVIEW, AND APPROVAL:	
A	Permit Application –Submit a complete stormwater and grading permit Application to Township.
B	Township Engineer reviews application and submitted supporting documents.
C	Address any comments from Township Engineer.
D	When Township Engineer issue approval instruction email, submit final paper copies (with appropriate signatures).
E	Township Engineer provides Stormwater BMP Agreement to applicant
F	Submit signed and executed (notarized) BMP agreement to Township. Township will execute agreement and notify applicant to pick up agreement to record at Chester County Recorder of Deeds.
G	Township Engineer issues permit.
PART 2 - CONSTRUCTION REQUIREMENTS:	
A	Preconstruction meeting with Township Engineer after execution of plan and executed BMP agreement are provided to Township.
B	Township Engineer staff will observe site at the following times: <ul style="list-style-type: none"> i. Initial observation of erosion and sediment controls (E&S Controls) installation. ii. Monthly observation of the E&S Controls. iii. Observation of the E&S Controls before and/or after heavy rainfall events (1" or more). iv. Installation of the permitted stormwater management facility (BMP).
C	Document construction with photos of earthwork, site drainage, and BMP construction.
PART 3 - PERMIT CLOSEOUT REQUIREMENTS:	
A	Submit as-built plan revision (signed by license professional, if applicable) to document actual construction of impervious surfaces, BMP and site drainage.
B	Submit digital photos documenting construction of BMP and associated drainage features.
C	Submit fully recorded BMP agreement
D	Address any as-built plan or site related comments from Township Engineer.

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CALN TOWNSHIP



Consultant Fee Reimbursement Policy and Procedures

CALN TOWNSHIP

Consultant Fee Reimbursement Policy and Procedures

Policy

It is the policy of Caln Township (“Township”) to appoint private consultants (“Consultants”) to assist the Township Staff (“Staff”) from time to time. These Consultants are hired to augment the Staff’s capabilities with professional expertise in specific disciplines necessary to help promote the public health, safety, and general welfare of the Township and its residents. The Township engages its Consultants on projects that benefit either the community as a whole or the individual property owner. For those projects that benefit the individual property owner, it is the policy of the Township to impose reasonable fees on the individual property owner to cover project specific costs. Furthermore, it is the Township’s policy to require the individual property owner to fully reimburse the Township for its Consultants’ time and materials necessary to ensure that those projects benefiting the individual property owner comply with the Township Code.

Procedures

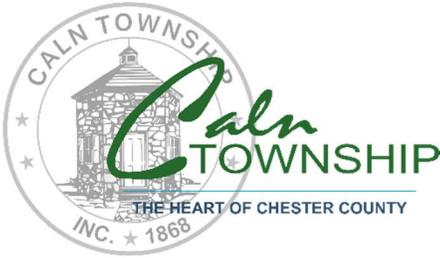
The Township establishes fees from time to time by resolution to cover its costs to process various applications for those projects directly benefiting individual property owners (“Property Owner”). These application fees include, but are not limited to, appeals, buildings, drainage, driveways, pools, subdivisions, land developments, sanitary sewers, and zoning. In addition to the above referenced fees, the Township’s Consultants’ rate tables are incorporated into the Township’s fees schedule by resolution. In those instances where the Township requires or desires Consultant participation in reviewing the applications, the procedures for reimbursement are as follows:

1. The Property Owner is required to submit a completed and notarized Caln Township Consultant Fee Reimbursement Contract (“Contract”) and any necessary application forms required for their project to the Building and Life Safety Office Staff at the Township, along with the required permit fees and escrow amount. Applications will not be deemed complete or processed without the submission of a completed and notarized Contract and the requisite fees and escrow. A copy of the Contract is attached as Exhibit “A”.
2. The Building and Life Safety Office Staff will forward the submitted materials to the Township Manager, or his/her designee, for review. If the application is deemed complete, the Township Manager or his/her designee will authorize the Consultants to begin work and direct the Finance Staff to establish an escrow account for the project. Prior to circulation of the application for review by the Staff and/or Consultants, a copy

of the Contract will be forwarded to the Finance Staff and a copy placed in the project file with the application.

3. Each Consultant shall establish a separate project number for the purpose of invoicing. Consultant invoices shall be submitted monthly to the Township Manager or her/his designee and include charges itemized by date and time, identifying the person performing the work, and sufficient detail on the work performed to support the billing.
4. Within fourteen (14) calendar days of receipt of a Consultant invoice, the Township Manager or her/his designee will review the invoice(s). The Township Manager or his/her designee will direct any questions regarding the invoice to the Consultant. Once the review of the invoice is completed by the Township Manager or his/her designee, then the invoice will be forwarded to the Finance Staff for consideration of payment by the Board of Commissioners (“Board”) at its next regularly scheduled meeting.
5. Within fourteen (14) calendar days after the Board approves payment of the invoice, the Finance Staff will mail a Payment Reimbursement Letter (“Letter”) to the Property Owner identifying a reimbursement deadline of thirty (30) calendar days from the date of the Letter and advising that non-payment will delay the processing of applications and/or issuance of permits/approvals. If there is any dispute by the Property Owner with regard to a Consultant invoice, such disputes shall be handled as provided for in the Municipalities Planning Code.
6. Should the Property Owner fail to return full payment within the thirty (30) calendar day deadline, the Finance Staff is authorized to withdrawal the appropriate amount of funds from the escrow account established for the project to reimburse the Township for the paid Consultant invoice. A second letter shall then be sent notifying the Property Owner that additional funds are required to be submitted to the Township to fund the escrow account to the required level within fifteen (15) calendar days of the date of the second letter. In the event that there were insufficient funds in the escrow account to fully reimburse the Township for the paid Consultant invoice, the Property Owner shall be so notified of the requirement to reimburse the Township within fifteen (15) calendar days of the date of the second notice letter and appropriately fund the escrow account.
7. Should the Property Owner fail to return full payment within the fifteen (15) day deadline and/or fund the escrow account to the required level, the Finance Staff shall issue a final letter advising the Property Owner that the processing of all Township applications and issuance of approvals/permits for the Project are suspended until the Property Owner meets his/her financial obligations to the Township.
8. Township approvals and permits will not be issued until all outstanding invoice(s) are paid in full.

Exhibit A
Caln Township Contract for Professional Services



THIS CONTRACT is made this _____ day of _____, _____, by _____ (the “Property Owner”), whose mailing address is: _____.

WHEREAS, the Property Owner is the legal or equitable owner of certain real estate bearing Chester County Tax Map Parcel No. 39 – _____, located at address _____ in Caln Township (hereinafter referred to as the “Site”); and

WHEREAS, the Property Owner has presented to Caln Township (the “Township”) plans for grading, subdivision, land development, zoning or other building development of the Site (hereinafter referred to as the “Project”); and

WHEREAS, the Property Owner has requested and/or requires the Township’s approval for the Project and/or review of the Property Owner’s plans and proposals concerning the Project, and the Township is willing to authorize its Consultants to review said plans and proposals concerning the Project upon execution of this Contract.

NOW, THEREFORE, the Property Owner agrees as follows:

1. The Property Owner acknowledges that the Township will incur costs and fees relating to the review of the Project by the Consultants, and the Property Owner agrees to pay and/or reimburse the Township for such costs in accordance with this Contract. The Property Owner has received, read, and understands the Township’s Consultant Fee Reimbursement Policy and Procedures, which are incorporated into this Contract by reference.
2. The Property Owner shall pay the Township’s Consultants’ costs and fees for the following: (a) review of any and all plans, proposals, studies or other correspondence relating to the Project; (b) attendance at any and all meetings relating to the Project; (c) preparation of any documents related to the Project, including, but not limited to: studies, reports, engineered plans, surveys, appraisals, agreements, deeds, declarations, easements, other legal documents or other correspondence; and (d) monitoring, testing, and inspecting of the work conducted by the Property Owner and/or its agents, contractors, representatives or employees in conjunction with the Project. It is understood by executing this Contract that the Property Owner specifically accepts the fee schedules currently

in effect and the fee schedules for Consultants that may come in effect during the duration of the Project.

3. The Property Owner further agrees that all fees or costs arising out of this Contract shall be fully paid prior to the issuance of any permit or approval for Project. The Property Owner agrees and acknowledges that no permit, occupancy, or issuance of recordable plans shall be released by the Township until all outstanding Consultant fees and costs are paid to the Township, provided that the Property Owner is not otherwise in default under this Contract.
4. The Property Owner may at any time terminate all future obligations under this Contract by giving written notice to the Township that it does not desire to proceed with the Project. Upon receipt of such written notice by the Township, the Property Owner shall only be liable to the Township for the Township and its Consultant's expenses, costs, charges, and fees incurred prior to the receipt of the written notice. Property Owner acknowledges and agrees that invoices for services performed on all dates prior to the date of receipt of the termination notice by the Township shall remain the responsibility of the Property Owner regardless of the date of the invoice or the date of mailing of such invoice to the Township or the Property Owner.
5. The Property Owner and the Township agree that the Township shall have the rights and privilege to sue the Property Owner in assumpsit for reimbursement, to lien the Property Owner's property or both, in its sole discretion, for any expense incurred by the Township's Consultants for the Project in excess of the then current balance of the established escrow with the Township. The Township's election of remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have at law or in equity.
6. This Contract shall be binding on and inure to the benefit of the successors and assigns of the Property Owner. The Property Owner shall provide the Township with at least thirty (30) calendar days advance written notice of any proposed assignment of the Property Owner's rights and responsibilities under this Contract.
7. This Contract shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and all actions shall be brought in the Court of Common Pleas for Chester County.
8. If any provision of this Contract is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional or void and the remainder of this Contract shall be in full force and effect.

