



P.O. Box 1, Pocopson PA 19366  
Office: 610.793.2151 Fax: 610.793.1944  
[www.pocopson.org](http://www.pocopson.org)

# POCOPSON TOWNSHIP GRADING, EROSION AND SEDIMENT CONTROL APPLICATION

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See Chapters 85 and 178 of the Township Code for  
Project Applicability and Requirements

- The Permit Application Review Process is subject to consultant review.
- **The permit fee is \$250.00 and the escrow amount to accompany the permit fee is \$2,000.00. A total payment of \$2,250.00 payable to Pocopson Township must be included with the application at the time of submission.**
- The application must be signed by the landowner/property owner if not the applicant.
- If stormwater management is required for this project, the property owner will be required to execute and record a Best Management Practices Stormwater Agreement (included with this packet) **before a certificate of occupancy is issued for the project.** The agreement is required to ensure proper maintenance of the stormwater management facilities proposed for your project in perpetuity in accordance with Chapter 178 of the Pocopson Township Code.
- **SUBMISSION:** delivery or drop-off (there is a secure drop box at the front of the building) to: 664 South Wawaset Road, West Chester, PA 19382; mailing address is Pocopson Township, P.O. Box 1, Pocopson, PA 19366.

Please refer to the Plan & Report Checklist attached. Please mark each included item with an X; leave blank if not applicable to the project or not included.

Inspections are mandatory for all projects. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the appropriate Township Official. It is the duty of the permit holder to notify the appropriate Township Official that such work is ready for inspection. If inspections are ignored, the permit will be revoked.

## PERMIT INFORMATION

Address of Property: \_\_\_\_\_

Tax Parcel Number 63- \_\_\_\_\_ - \_\_\_\_\_ Lot #: \_\_\_\_\_

Homeowner Association (if applicable): \_\_\_\_\_

Subdivision Name: (if applicable) \_\_\_\_\_

Property Owner(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Owner Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Applicant's standing if NOT Owner: (contractor, tenant, etc.) \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**IF APPLICABLE** - Total Area of the Subdivision: \_\_\_\_\_

Subdivision Completed \_\_\_ yes \_\_\_ no If no, Phase No.: \_\_\_\_\_ Area of Phase: \_\_\_\_\_

### Schedule

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

Approximate area to be disturbed \_\_\_\_\_ acres \_\_\_\_\_ square feet

### Zoning Classification

☐ RA – Residential and Agricultural Zoning District

☐ MHP – Mobile Home Park

☐ C1 – Neighborhood Commercial

☐ LI – Light Industrial

☐ I – Institutional

### Signature(s)

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Owner Signature (if not Applicant)

**IMPORTANT PLEASE INCLUDE THE FOLLOWING:**

\_\_\_\_\_ 2 copies of this Application Form (1 original signature) and all supporting documentation

\_\_\_\_\_ Application Fee (pursuant to current Fee Schedule Resolution)

\_\_\_\_\_ Completed Plan & Report Checklist (as follows)

\_\_\_\_\_ ***OPTIONAL: in lieu of paper plan sheets, plans may be submitted in electronic format via email (compressed files) or accompanied by a flash drive***

<b>Plan &amp; Report Checklist</b>		
<b>Mark with an X if included with application; leave blank if not applicable or not included</b>		
1.	Location Map (1" = 2,000')	
2.	Name of development, owner name and address, name of plan preparer	
3.	Soil names and boundaries	
4.	Date of plan, including revisions	
5.	Graphic and written scale, north arrow	
6.	Total tract size, property boundary with bearings and distances labeled	
7.	Existing and proposed contours (2-foot intervals, minimum)	
8.	Existing streams, ponds, wetlands or other bodies of water	
9.	Flood hazard boundaries (floodplain/floodway)	
10.	Location of all existing and proposed structures, roads, utilities and paved areas	
11.	Proposed changes to land surface and vegetative cover	
12.	Overland drainage paths of proposed drainage channels	
13.	Storm sewer plan and profile	
14.	Location and details for proposed stormwater BMPs	
15.	Erosion and sedimentation controls	
16.	Existing and proposed easements	
17.	Ownership and maintenance responsibilities	
18.	Required statements and certifications (See Ch. 85, Section 85-5 Data required)	
19.	Zoning district, area and bulk requirements	
<b>Report/Narrative</b>		
1.	Description of project & existing/proposed stormwater BMPs	
2.	The effect of the project on adjacent properties/receiving storm sewer/water body	
3.	Calculations for groundwater recharge and water quality (See Ch. 178)	
4.	Calculations for runoff peak rate reduction (See Ch. 178)	
5.	Hydraulic calculations for stormwater BMP outlets/proposed storm sewers	
6.	Soil testing worksheets and results for infiltration/test pit locations	
7.	Design professional seal and signature	
8.	Ownership and maintenance agreement (signed and notarized)	

**FOR TOWNSHIP USE:**

Application received date: \_\_\_\_\_

Fee paid: \$ \_\_\_\_\_ Escrow paid: \$ \_\_\_\_\_ Check #(s) \_\_\_\_\_

PSA required \_\_\_\_\_ yes \_\_\_\_\_ no

Twp Engineer File No.: \_\_\_\_\_

IF APPLICABLE Simplified Stormwater \_\_\_\_\_

Engineering Date Approved: \_\_\_\_\_

Engineering Date Denied: \_\_\_\_\_

Reason for Denial (attach letter if needed):

\_\_\_\_\_  
Engineering Official Signature

\_\_\_\_\_  
Date

**OMA/BMP Agreement for Board of Supervisors Signature:**

\_\_\_\_\_ Date Received

\_\_\_\_\_ Date Approved by Solicitor

\_\_\_\_\_ Date Approved by Engineer

\_\_\_\_\_ Date Board Signature

Recordation Date:

## RECORDATION INFORMATION

LOCATION: Chester County Office of the Recorder of Deeds, 313 West Market Street, Suite 3302, P.O. Box 2748, West Chester, PA 19380-0991

CONTACT INFORMATION: 610-344-4344

### RECORDING STEPS:

- Include a self-addressed stamped envelope for return of the recorded document.
- Have a **copy** of the original date/time stamped and return it to Pocopson Township; it can be dropped off in the secure drop box at the front of 664 South Wawaset Road (Township Building) or it can be mailed to P.O. Box 1, Pocopson, PA 19366, or it can be scanned and emailed to the Township Manager at [nvaughn@pocopson.org](mailto:nvaughn@pocopson.org).
- It is the responsibility of the filer to pay all recordation fees.
- Check with the County Office of the Recorder of Deeds for payment requirements and applicable fees.
- You may use the recordation document included with this Permit Application. It is subject to the current filing requirements for the Office of the Recorder of Deeds.

Prepared By:           Return To:           UPI#: 63 - _____ - _____ Property Street Address:	LEAVE BLANK For Recorder's Use Only
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**STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND CONVEYANCES  
OPERATION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter the "Landowner"), and Pocopson Township, Chester County, Pennsylvania, (hereinafter "Municipality");

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property by virtue of a deed of Conveyance recorded in the land records of Chester County, Pennsylvania, at Deed Book \_\_\_\_\_ and Page \_\_\_\_\_, (hereinafter "Property"); and

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

**WHEREAS**, the Stormwater Best Management Practices (hereinafter BMP(s)) and Conveyances Operations and Maintenance Plan OR Simplified Approach Stormwater Management Site Plan (title of approved plans) \_\_\_\_\_ approved by the Municipality \_\_\_\_\_(date) (hereinafter referred to as the "Plan") for the Property, which is attached hereto as Appendix A and made part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and Conveyances; and

**WHEREAS**, the Municipality and the Landowner, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that stormwater BMP(s) and Conveyances be constructed and maintained on the Property; and

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

**BMP – “Best Management Practice”** – Activities, facilities, designs, measures, or procedures as specifically identified in the Plan, used to manage stormwater impacts from Regulated Activities to provide water quality treatment, infiltration, volume reduction, and/or peak rate control, to promote groundwater recharge, and to otherwise meet the purposes of the Municipality’s Stormwater Management Ordinance. Stormwater BMPs are commonly grouped into one (1) of two (2) broad categories or measures: “structural” or “nonstructural.” Nonstructural BMPs or measures refer to low impact development and conservation design practices used to minimize the contact of pollutants with stormwater runoff. These practices aim to limit the total volume of stormwater runoff and manage stormwater at its source by techniques such as protecting natural systems and incorporating existing landscape features. Nonstructural BMPs include, but are not limited to, the protection of sensitive and special value features such as wetlands and riparian areas, the preservation of open space while clustering and concentrating development, the reduction of impervious cover, and the disconnection of downspouts from storm sewers. Structural BMPs are those that consist of a constructed system that is designed and engineered to capture and treat stormwater runoff. Structural BMPs are those that consist of a physical system that is designed and engineered to capture and treat stormwater runoff. Structural BMPs include, but are not limited to, a wide variety of practices and devices from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, bioretention, wet ponds, permeable paving, grassed swales, riparian buffers, sand filters, detention basins, and other manufactured devices designed to mitigate stormwater impacts. The BMPs identified in the Plan are permanent appurtenances to the Property; and

**Conveyance** – As specifically identified in the Plan, a manmade, existing or proposed facility, feature or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, stream channels, and like facilities or features. The Conveyances identified in the Plan are permanent appurtenances to the Property; and

**WHEREAS**, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs and conveyances, as required by the Plan and the Municipality’s Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Landowner or their designee.

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.

2. The Landowner shall construct the BMP(s) and Conveyance(s) in accordance with the final stormwater management site plans and specifications OR Simplified Approach Stormwater Management Site Plan or as specified as applicable and as approved by the Municipality in the Plan.

3. Upon completion of construction, the Landowner shall be responsible for completing final As-Built Plans of all BMPs, Conveyances, or other stormwater management facilities included in the approved stormwater management site plan as per the requirements Section 502 of the Stormwater Management Ordinance.

4. The Landowner shall inspect, operate and maintain the BMP(s) and Conveyance(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific inspection and maintenance requirements in the approved Plan and the current version of the Pennsylvania Stormwater BMP Manual, as amended.

5. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) and Conveyance(s) whenever it deems necessary for compliance with this Agreement, the Plan and the Municipality's Stormwater Management Ordinance. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property.

6. The Municipality shall inspect the BMP(s) and Conveyance(s) to determine if they continue to function as intended.

7. The BMP(s) and Conveyance(s) shall be inspected according to the following frequencies, at a minimum:

- a. Annually for the first 5 years.
- b. Once every 3 years thereafter.
- c. During or immediately after the cessation of a 25-year or great storm, as determined by the Municipal Engineer.

Written inspection reports shall be created to document each inspection. The inspection report shall contain the date and time of the inspection, the individual(s) who completed the inspection, the location of the BMP, facility or structure inspected, observations on performance, and recommendations for improving performance, if applicable. Inspection reports shall be submitted to the Municipality within 30 days following completion of the inspection.

Landowners must notify the Municipality of BMP(s) and Conveyance(s) that are no longer functioning as designed and must coordinate with the Municipality to determine a schedule to repair or retrofit these systems to restore designed functionality.



8. The Landowner acknowledges that, per the Municipality's Stormwater Ordinance, it is unlawful, without written approval of the Municipality, to:

- a. Modify, remove, fill, landscape, alter or impair the effectiveness of any BMP or Conveyance that is constructed as part of the approved Plan;
- b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or Conveyance that would limit or alter the functioning of the BMP or Conveyance;
- c. Allow the BMP or Conveyance to exist in a condition which does not conform to the approved Plan or this Agreement; and
- d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, pool additives, household chemicals, and automotive fluids to directly or indirectly enter any BMP or Conveyance.

9. In the event that the Landowner fails to operate and maintain the BMP(s) and Conveyance(s) as shown on the Plan in good working order acceptable to the Municipality, the Landowner shall be in violation of this Agreement, and the Landowner agrees that the Municipality or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s) and Conveyance(s). 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.

10. In the event that the Municipality, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for inspection, labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 30 days of delivery of an invoice from the Municipality. Failure of the Landowner to make prompt payment to the Municipality may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

11. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and Conveyance(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

12. The Landowner, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the Municipality's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and Conveyance(s) either by the Landowner or Municipality. In the event that a claim is asserted or threatened against the Municipality, its employees, agents or designated representatives, the Municipality shall notify

the Landowner, and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or any threatened claim, suit, action or proceeding against the Municipality, or, at the request of the Municipality, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Municipality. If any judgment or claims against the Municipality's employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any costs and expenses incurred by the Municipality, including attorneys' fees, regarding said damages, judgments or claims.

13. The Municipality may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Landowner for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Municipality shall include its reasonable attorneys' fees and costs incurred in seeking relief under this Agreement.

14. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Municipality of its rights of enforcement hereunder.

15. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all components of this Agreement.

16. This Agreement shall inure to the benefit of and be binding upon the Municipality and the Landowner, as well as their heirs, administrators, executors, assigns and successors in interest.

17. Additional items or conditions as required by the Municipality, as attached herein,

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This Agreement shall be recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, and shall constitute a covenant running with the Property, in perpetuity.

WITNESS the following signatures and seals:

ATTEST:

(SEAL)

For the Municipality:

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(SEAL)

For the Landowner:

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ATTEST:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : SS  
POCOPSON TOWNSHIP :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a notary public, appeared \_\_\_\_\_, known to me or satisfactorily proven to be the persons whose name(s) are subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purpose therein contains.  
IN WITNESS WHEREOF, I hereunto set my hand official seal.

This record was acknowledged before me on \_\_\_\_\_ (date).  
by \_\_\_\_\_ (name(s) of individual(s)).

My commission expires: \_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CHESTER : SS  
POCOPSON TOWNSHIP :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned, a notary public for the Commonwealth of Pennsylvania, residing in the County of Chester, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be the \_\_\_\_\_ of the Board of Supervisors of POCOPSON TOWNSHIP, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

This record was acknowledged before me on \_\_\_\_\_ (date).  
by \_\_\_\_\_ (name(s) of individual(s)).

My commission expires: \_\_\_\_\_  
Notary Public

## APPENDIX A – Approved Plan