# GRADING PERMIT

## Chapter 194 of the Township Code of North Coventry Township
## Grading, Erosion and Sediment Control, Stormwater Management

This application must be accompanied by plans, fees, and cash escrow agreement (if required), and submitted to the Township office at 845 S. Hanover Street, Pottstown, PA, 19465. Please refer to the Township's Stormwater Management Ordinance, available on the Township website at northcoventrytownship.com for guidance in completing the application.

**Applicant Information:**

Applicant Name: _____

Email: _____ Phone:_____

Property Owner (if different from applicant): _____

Contractor: _____

Property Address: _____

Tax Parcel Number: _____

Land Development or Subdivision Name: _____

Existing Impervious Cover_____S.F. Proposed Impervious Cover _____S.F.

Disturbed Area: _____ Total Property Area:_____

Proposed Start Date: _____ Proposed End Date: _____

**Please indicate type of project:**

1)_____ Grading with earth disturbance only $500.00 Application Fee plus possible escrow.

2)_____ Minor Plan $1,000.00 Application Fee plus $2,000.00 escrow

3)_____ Major Plan $3,000.00 Application Fee plus $5,000.00 escrow.

Describe the proposed project and purpose for which the grading permit is being filed:

_____

_____

_____

**Permit Requirements:**

**All work shall comply with the current Chapter 194 of the Township Code - Grading, Erosion & Sediment Control and Stormwater Management Ordinance. A Grading Permit shall be required as specified in Section 105, Applicability, unless the project qualifies for Exemptions as per Section 106. Each grading permit application shall be accompanied by the following information.**

1. Three sets of plans including all information required by Section 111.B and C such as: vicinity map, property limits, accurate contours, detailed plans of all surface and subsurface drainage devices, finish contours, erosion control plans and details, location of wetlands and surface impoundments.

2. Stormwater Management Plan as per Article III and Erosion & Sediment Control Plan as per Article IV.

3. Stormwater BMP Operation & Maintenance Plan and Agreement as per Article VIII. The Agreement shall be based on the samples provided in Appendix A.

4. Copy of DEP Construction Stormwater Permit (NPDES) for earth disturbance of one acre or greater.

5. Copy of all other grading permit requirements required by the Ordinance, as well as all other applicable agency permits.

6. In the event you are applying for a Minor or Major Grading Plan Permit, your application fee will be applied/credited to the initial plan review by our Township Engineer. Additional review fees for one or more plan resubmissions, if necessary, will be deducted from your escrow account as prescribed in the Professional Services Agreement attached to this application. In the event there are insufficient funds in the escrow account, no further review of the application and/or plan shall occur until the amount has been paid in full and escrow amount replenished.

7. Financial Security - A separate Post Construction Inspection Fee and Performance Security may be calculated upon review of the Township Engineer and will be submitted with any required Stormwater Maintenance Agreement (O&M) prior to beginning construction/earth moving activities.

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**The undersigned agrees to the following Permit Conditions:**

1. Plan review and grading permit will be valid for a maximum of one year.

2. No construction debris will be allowed in the fill. All existing debris on site will be stockpiled separately for removal.

3. Erosion control measures must be installed and maintained as shown on the approved erosion control plans.

4. The Contractor shall provide fugitive dust control arising from operations. The Contractor shall dustproof the work area being sprinkling with water or a water/calcium chloride mixture where necessary.

5. No dirt or mud will be left on the streets at the end of each operating day. No equipment will be loaded or parked on any paved roadway.

6. When required by Ordinance, Grading Permits must have a Stormwater BMP Operations and Maintenance Plan and Agreement. Both must be recorded at the County Recorder of Deeds Office.

7. The Township is granted property access to inspect all phases of earth disturbance activity:

The undersigned hereby represents that, to the best of their knowledge and belief, all information listed above and contained within the submittal provided is true, correct and complete. I hereby agree to accept and abide by the Stormwater Permit provisions, the conditions of approval pertaining to this permit (if any) and North Coventry Township Ordinances.

Signature of Applicant: _____ Date: _____

Township Official Approval: _____ Date: _____

**CASH ESCROW AGREEMENT**
**FOR REVIEW OF MINOR AND MAJOR**
**STORMWATER GRADING PERMIT**
**APPLICATIONS**

**NAME OF APPLICANT:_____**

**NORTH COVENTRY TOWNSHIP, CHESTER COUNTY**

THIS AGREEMENT, made this _____ day of _____, _____, by and between **NORTH COVENTRY TOWNSHIP**, Chester County, Pennsylvania, (the "TOWNSHIP") having offices at 845 South Hanover Street, Pottstown, PA 19465, and **NAME OF OWNER/DEVELOPER:_____** ("OWNER/DEVELOPER"), with a registered address of _____.

**WHEREAS**, OWNER/DEVELOPER is processing the submission of Minor or Major Stormwater Grading Permit Application for certain land(s) within the TOWNSHIP;

**WHEREAS**, as part of the review of the approved plan, OWNER/DEVELOPER requires preparation and review of the proposed plan, stormwater improvements, data, and potentially certain development agreements and declarations by the TOWNSHIP and its Engineer, Solicitor and other professional consultants; and

**WHEREAS**, in order to guarantee prompt reimbursement to the TOWNSHIP of the fees, costs and expenses incurred by such review, OWNER/DEVELOPER agrees to provide funds to be deposited in escrow.

**NOW, THEREFORE**, in consideration of the mutual promises and undertaking of the parties hereto, the receipt, adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Review of Required Agreements, Plans and Declarations.** OWNER/DEVELOPER has or will any required documents such as easements, development agreements and/or declarations to the TOWNSHIP for review ("Required Documents"). The Required Documents shall be reviewed by the TOWNSHIP's professional consultants including, but not limited to, the TOWNSHIP Engineer, TOWNSHIP Solicitor and other professional consultants, in accordance with the TOWNSHIP's Chapter 194 Grading, Erosion, and Sediment Control; Stormwater Management Ordinance.

2. **Duty to Reimburse Professional Consultant Review Fees.** OWNER/DEVELOPER shall reimburse the TOWNSHIP for all costs, expenses and fees incurred by the TOWNSHIP for the review of the Required Documents, together with any other documents or plans that the OWNER/DEVELOPER requests the TOWNSHIP review. Said costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the TOWNSHIP Solicitor; the reasonable expenses and fees of the TOWNSHIP Engineer for review, calculations, coordination with meetings with the applicant, inspection of stormwater facilities and related improvements during inspection, final inspection, final as built plan review, etc. and any other professional consultant(s) engaged by TOWNSHIP to review the Review Documents. The costs, expenses and fees incurred by the TOWNSHIP shall be collectively referred to as the Professional Consultant Review Fees.

3. **Schedule of Fees.** The schedule of Professional Consultant Review Fees shall be approved by Resolution of the Board of Supervisors from time to time in accordance with Section 503 of the Municipalities Planning Code.

4. **Duty to Maintain Escrow Fund.**

(a) DEVELOPER shall deposit with the TOWNSHIP the sum of _____. (Insert with amount prescribed by application for Minor Plan and Major Plan) as security to guarantee reimbursement of all Professional Consultant Review Fees (said deposit to be referred to herein as the "Escrow Fund"). This sum shall be the minimum amount contained in the Escrow Fund at all times. Upon notification that the balance in the Escrow Fund is at or below the aforementioned minimum amount, DEVELOPER shall deposit such sum as may be required to replenish the Escrow Fund within thirty (30) days of any request by the TOWNSHIP to do so.

(b) The Escrow Fund shall be deposited into a financial institution of the TOWNSHIP's choice to be maintained in the name of the TOWNSHIP. There shall be no obligation of behalf of the TOWNSHIP to deposit the funds at interest.

5. **Invoicing.**

(a). The TOWNSHIP shall on a monthly or other convenient basis submit to the DEVELOPER a detailed itemization of fees and costs incurred as part of the plan review process.

(b) In accordance with Section 503(1)(i) of the Municipalities Planning Code and the TOWNSHIP's Chapter 194 Grading, Erosion and Sediment Control; Stormwater Management Ordinance, within thirty (30) days of the date of an itemized invoice depicting all engineering, administrative, legal and other review fees associated with the review of the Required Documents. OWNER/DEVELOPER shall reimburse the TOWNSHIP for all such fees.

(c) In the event the OWNER/DEVELOPER fails or refuses to remit payment for the full amount of review fees and costs within thirty (30) days, the TOWNSHIP shall be entitled to withdraw the amount owed by the OWNER/DEVELOPER from the Escrow Fund.

6. **Administrative Fee.** OWNER/DEVELOPER agrees that the TOWNSHIP may charge a sum not to exceed $10.00 per monthly invoice as an administrative fee to reimburse the TOWNSHIP for the time and costs incurred to administer the escrow account and the reimbursement of required review fees generally.

7. **Objections.** Should OWNER/DEVELOPER wish to dispute any of the above-referenced Professional Consultant Review Fees, it must notify the TOWNSHIP and the TOWNSHIP's professional consultant whose fees are contested no later than 100 days after the transmittal of any bill for services, and shall identify with specificity the basis for the objection to any charge for fees, cost, expense, etc. The failure of the DEVELOPER to contest such fees within 100 days constitutes a waiver of the right to challenge any such fees charged. Should OWNER/DEVELOPER contest any fee, it shall nonetheless remit payment of the disputed fees, without prejudice to its position in disputing the same. The procedure set forth in the Municipalities Planning Code, 53 P.S. § 10510(g)(2) through (5), shall then be utilized to resolve all timely disputed fees.

8. **Interest.** In the event the Escrow Fund is insufficient to satisfy any outstanding balance of the OWNER/DEVELOPER, the outstanding balance shall bear interest at the rate of one and one-half percent (1-1/2%) per month.

9. **Termination.** The Escrow Fund, and the obligations under this Agreement, shall continue until a recommendation for approval is received by the Township Engineer and approved

by the Township. As a condition to the release of the Plans for recording, DEVELOPER shall ensure that all Professional Consultant Review Fees have been satisfied.

10. **Assignment.** Except for proper deductions and distributions of the Escrow Fund as contemplated by this Agreement, neither OWNER/DEVELOPER nor TOWNSHIP will assign or transfer, in whole or in part, any right, privilege or obligation in the Escrow Fund created hereunder, or in this Agreement, without prior written consent of the other party.

11. **Third party beneficiary.** The rights, privileges and obligations between the parties to this Agreement shall not be deemed to create any such rights, privileges or obligations with respect to any persons not party to this Agreement, either as a third party beneficiary, creditor beneficiary, or any other manner.

12. **Bankruptcy/Insolvency.** OWNER/DEVELOPER acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of OWNER/DEVELOPER, the Escrow Fund and all interest of DEVELOPER in, to or under this Agreement, are not and shall not be considered part of the estate of DEVELOPER, unless and until all Professional Consultant Review Fees have been satisfied.

13. **Attorney Fees, Costs and Interest.** In the event the TOWNSHIP initiates legal action against DEVELOPER to enforce OWNER/DEVELOPER's obligation to reimburse the TOWNSHIP for all unpaid Professional Consultant Review Fees, the TOWNSHIP shall be entitled to recover an award of attorneys' fees and all other costs of litigation in the event the TOWNSHIP prevails, together with pre- and post-judgment interest at the statutory rate.

14. **Waiver.** Neither the failure nor any delay on the part of TOWNSHIP to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the TOWNSHIP unless it is in writing signed by a duly authorized representative of the TOWNSHIP.

15. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and year aforesaid

**[NAME OF OWNER/DEVELOPER]**:

_____ By: _____

Witness Name:

Position/Title: