TOWNSHIP OF UPPER ST. CLAIR
DEPARTMENT OF COMMUNITY DEVELOPMENT
1820 McLaughlin Run Road
Upper St. Clair, PA 15241
412.831.9000, Ext. 5010
www.twpusc.org

STORMWATER MANAGEMENT PERMIT APPLICATION

Application MUST include the following:

☐ Completed application form, signed by property owner AND contractor (unless owner is acting as own general contractor)

☐ Any project in excess of 400 ft^2 of added impervious surface or 0.25 acres of earth disturbance must submit stormwater management plans for review.
- Any project in excess of 2,500 ft^2 of added impervious will require a site plan to be reviewed by the Township Engineer.

☐ Contractor must provide current Certificate of Workers Compensation Insurance naming the Township of Upper St. Clair as Certificate Holder (or check appropriate section on application form regarding lack of Worker's Compensation Insurance).

☐ Three physical (3) and one (1) electronic copy of:
- Written description of the proposed project, including the dimensions of all proposed impervious surfaces.
- A scale drawing showing existing and proposed features of the property.
- A written description of the proposed stormwater management methods.
- Dimensioned drawings of the proposed stormwater management methods and their locations.
- A list of proposed impervious surfaces and their square footage.
- Supporting documentation, such as assumptions, calculations, rain barrel size, stone size, percolation tests, etc.
- Operation & Maintenance Agreement (Signatures must be consistent with recorded deed) **See Attached*
- Operation & Maintenance Plan **See Attached*

☐ Fee: check made payable to Township of Upper St. Clair, cash, or credit card. *If cash, please have correct amount*.

☐ Stormwater Management Plan must be approved before submitting building permit application.

**All projects adding impervious surface are cumulative.*

INCOMPLETE OR PARTIALLY COMPLETE APPLICATIONS CANNOT BE ACCEPTED FOR PROCESSING.

APPLICATION FOR STORMWATER MANAGEMENT

Township of Upper St. Clair
1820 McLaughlin Run Road, Upper St. Clair PA 15241
Phone: 412.831.9000 Ext. 5010 FAX: 412.854.0773
www.twpusc.org

OFFICE USE
CASE NO: **SWM**

I (We) hereby make application for permits by *submitting herewith three (3) sets of plans and specifications.*

Property Address:		**Lot No.:**
Property Owner(s) Name:		
Address:	**City**	**Zip**
Home Phone:	**Email:**	**Cell Phone:**
Tenant Name:		**Phone:**
General Contractor Name:	**Email:**	
Address:	**City**	**Zip**
Emergency Contact:	**Business Phone:**	**Cell Phone:**
Engineer/Surveyor's Name:		
Address:	**City**	**Zip**
Business Phone:	**Cell Phone:**	**Email:**

Proposed Project:

Impervious Area	Earth Disturbance
❑ 400 – 2,500 ft^2	❑ 0.25 – 1 acre
❑ > 2,500 ft^2	❑ > 1 acre

Description of Project:

PERMIT FEES

❑ **STORMWATER:**

STORMWATER SMALL PROJECTS REVIEW: $50

1) Create additional impervious areas of greater than 400 ft^2 and less than 2,500 ft^2; $\$$_____
2) Proposed area of disturbance is greater than one-quarter (0.25) acre (10,890 ft^2) but less than one (1) acre (43,560 ft^2)

STORMWATER MANAGEMENT SITE PLAN REVIEW: $500

1) Create additional impervious areas of greater than 2,500 ft^2 $\$$_____
2) Proposed area of disturbance is greater than one (1) acre (43,560 ft^2)

ESCROW: $300

1) Professional services fee for Stormwater Management Site Plan review $\$$_____

TOTAL PERMIT FEE: $\$$_____

Checklist for Upper St. Clair Stormwater O&M Agreements

General Recording Requirements of Allegheny County Department of Real Estate

1. Documents must be on 8 ½ X 11 or 8 ½ X 14 paper; exceptions will be made for subdivision plans only.
2. White paper
3. Must be a 1 inch margin on top of each page
4. Document can be double sided
5. Must be typed in black ink
6. Size 10 Font or larger only
7. No handwriting on the document with the exception of signatures or acknowledgment
8. Ideally, signatures should be in blue ink (to be apparent that they are originals). Do not use red or colored pens.
9. No glue, tape, whiteout, whiteout tape or highlighting
10. Check that homeowners' names are listed on the Agreement exactly as they are on their deed, including any middle names or middle initials. This can be confirmed by searching on the Allegheny County Real Estate Portal.
11. Notary guidelines:
    a. Must include the following: County, state, date, persons/corporate officers appearing, notary signature, and notary rubber stamp.
    (The use of a notary embosser seal is optional for Pennsylvania acknowledgments).
    Note: If any of these requirements are missing, the acknowledgment is considered defective, and the document will be rejected for recording
    b. Notary Stamp must be clear, legible (not faded) and in the vicinity of the Acknowledgment.
    (Writing or typing information on the notary stamp is a violation of Chapter 12 of the Pennsylvania Notary Law).
    c. The Acknowledgment date of a document must not predate the document date.

For additional information: https://www.alleghenycounty.us/real-estate/recording-docs/format.aspx

OPERATION AND MAINTENANCE (O&M) AGREEMENT STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)

THIS AGREEMENT, made and entered into this ___ day of_____, 20 ____, by and between_____ and _____ (hereinafter singularly or collectively the "Landowner"), and the Township of Upper St. Clair, Allegheny County, Pennsylvania (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property located in the Township of Upper St. Clair at _____, as recorded by deed in the land records of Allegheny County, Pennsylvania, Deed Book _____ at Page _____, Lot and Block No. _____ (hereinafter "Property").

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

WHEREAS, the SWM BMP Operation and Maintenance (O&M) Plan approved by the Municipality (hereinafter referred to as the "O&M Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Municipality, and the Landowner, his successors 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 on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors, and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.

2. The Landowner shall operate and maintain the BMPs as shown on the SWM Site Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved O&M Plan.

3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.

4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(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.

5. 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, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.

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

7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release, defend and indemnify the Municipality, its authorized agents and employees from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the Municipality, its authorized agents and employees from the construction, presence, existence, inspection or maintenance of the BMP(s) by the Landowner or Municipality.

8. In the event that any action is instituted by the Municipality against the Landowner to enforce this Agreement, the Municipality shall be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Municipality with respect to such action.

9. The Municipality intends to inspect the BMPs at a minimum of once every three years to ensure their continued functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Allegheny 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.

IN WITNESS WHEREOF, each of the parties has signed this agreement, intending to be legally bound thereby, as of the day and year first-above written

TOWNSHIP OF UPPER ST. CLAIR:

By:_____(Seal)

Name: _____

Title: _____

LANDOWNER

By:_____

Name: _____

Title: _____

LANDOWNER

By:_____

Name: _____

Title: _____

LANDOWNER(S)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

ON THIS _____ day of _____, 20___, before me, a Notary Public, the undersigned officer, personally appeared _____ and _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public
My Commission Expires:

TOWNSHIP OF UPPER ST. CLAIR

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

ON THIS _____ day of _____, 20___, before me, a Notary Public, the undersigned officer, personally appeared _____, _____ (Title) of the Township of Upper St. Clair known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public
My Commission Expires:

Appendix A

Operation and Maintenance Plan

Date:

Property Address:

Description of Plan: The landowner or the owner's designee shall inspect stormwater management BMPs, facilities and/or structures installed under this Ordinance according to the following frequencies, at a minimum, to ensure the BMPs, facilities and/or structures continue to function as intended:

1. Annually for the first five (5) years.
2. Once every three (3) years thereafter.
3. During or immediately after the cessation of a 10-year or greater storm.

Inspections should be conducted during or immediately following precipitation events. A written inspection report 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.

Property Owner Signature: _____