



APPLICATION Type A Part 1

Type of Review Requested

- Conditional Use Permit
Variance
Design Review
Misc.

STAFF USE ONLY

Case #:
Submittal Date:
Project Manager:
Project Account:
Deposit Account:
Related Cases:
Z.A. Public Hearing

Application Information

Applicant Name
Applicant Address
Contact Name Phone
Applicant's Interest in Property (If applicant is not the owner, the owner's authorization signature at the end of this form is required to process this request.) Own Rent Other
Architect/Agent Address
Contact Name Phone
Primary Contact is: Applicant Architect/Agent E-mail of primary contact

Hazardous Waste and Substances Statement

Hazardous Waste and Substances Statement - Section 65962.5f of the State of California Government Code requires that, before the City of Chula Vista accepts as complete an application for any development project, the applicant submit a signed statement indicating whether or not the project site is identified on the state of California Hazardous Waste and Substances Sites List. This list identifies known sites that have been subject to releases of hazardous chemicals, and is available at http://www.dtsc.ca.gov/SiteCleanup/Cortese\_List.cfm. The development project and any alternatives proposed in this application ( ) is ( ) is not contained on the lists compiled pursuant to Section 65962.5 of the Government Code. If Yes, provide Regulatory Identification Number: Date of List:

Historical Resources

The year(s) all structures were constructed on the property
If property is designated historical, provide Site #
I certify that the information above is correct and accurate to the best of my knowledge. I understand that the project will be reviewed based on the information provided
Print Name Signature Date

General Project Description (all types)

Project Name Proposed Use
Project Description
Has this project received pre-application review comments? Yes (Date) No

Subject Property Information (all types)

Location Street Address
Parcel # Total Acreage Redevelopment Area (if applicable)
General Plan Designation Zone Classification
Planned Community (if applicable) Current Land Use



**APPLICATION Type A Part 1**

Type of use proposed  Residential  Commercial  Industrial  Mixed Use  
Landscape Coverage (% of lot) \_\_\_\_\_ Building Coverage (% of lot) \_\_\_\_\_

**Residential Project Summary**

Type of dwelling unit(s) \_\_\_\_\_ Number of lots \_\_\_\_\_

Dwelling Units	PROPOSED	EXISTING
1 Bedroom	_____	_____
2 Bedroom	_____	_____
3+ Bedroom	_____	_____
TOTAL	_____	_____

Density (DU/acre) \_\_\_\_\_ Maximum building height \_\_\_\_\_ Minimum lot size \_\_\_\_\_ Average lot size \_\_\_\_\_

**Parking Spaces**

Required \_\_\_\_\_ Provided \_\_\_\_\_  
Type of parking (i.e. size; covered, etc.) \_\_\_\_\_  
Open Space description (acres each private, common, and landscaping) \_\_\_\_\_

**Non-Residential Project Summary**

Gross Floor Area \_\_\_\_\_ Proposed \_\_\_\_\_ Existing \_\_\_\_\_ Building Height \_\_\_\_\_  
Hours of operation (days & hours) \_\_\_\_\_  
Anticipated number of employees \_\_\_\_\_ Maximum number of employees at any one time \_\_\_\_\_  
Number and ages of students/children (if applicable) \_\_\_\_\_ Seating capacity \_\_\_\_\_

**Parking Spaces**

Required \_\_\_\_\_ Provided \_\_\_\_\_  
Type of parking (i.e. size; covered, etc.) \_\_\_\_\_

**Authorization**

Print applicant name \_\_\_\_\_

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print owner name\* \_\_\_\_\_

**Owner Signature\*** \_\_\_\_\_ **Date** \_\_\_\_\_

\* Note: Proof of ownership may be required. Letter of consent may be provided in lieu of signature.





**Disclosure Statement**

Pursuant to City Council Policy 101-01, prior to any action on a matter that requires discretionary action by the City Council, Planning Commission or other official legislative body of the City, a statement of disclosure of certain ownerships, financial interest, payments, and campaign contributions must be filed. The following information must be disclosed:

- 1. List the names of all persons having a financial interest in the project that is the subject of the application, project or contract (e.g., owner, applicant, contractor, subcontractor, material supplier).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. If any person\* identified in section 1. above is a corporation or partnership, list the names of all individuals with an investment of \$2000 or more in the business (corporation/partnership) entity.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. If any person\* identified in section 1. above is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization or the names of the trustee, beneficiary and trustor of the trust.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. Please identify every person, including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the City in this matter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Has any person \*identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, had any financial dealings with an official\*\* of the City of Chula Vista as it relates to this contract, project or application within the past 12 months? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If yes, briefly describe the nature of the financial interest the official\*\* may have in this contract.

\_\_\_\_\_  
\_\_\_\_\_



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6. Has any person \*identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, made a campaign contribution of more than \$250 within the past (12) months to a current member of the City of Chula Vista Council? Yes \_\_\_\_\_ No \_\_\_\_\_  
if yes which council member? \_\_\_\_\_

7. Has any person \*identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, provided more than \$420 (or an item of equivalent value) to an official\*\* of the City of Chula Vista in the past (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt, gift, loan, etc.) Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, which official\*\* and what was the nature of the item provided? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Has any person \*identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, been a source of income of \$500 or more to an official\*\* of the City of Chula Vista in the past (12) months? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, which official\*\* and the nature of the item provided? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor/Applicant

\_\_\_\_\_  
Print or type name of Contractor/Applicant

\* Person is identified as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, city, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

\*\* official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission or committee of the City, and City employee or staff members.

\*\*\* This disclosure Statement must be completed at the time the project application, or contract, is submitted to City staff for processing, and updated within one week prior to consideration by legislative body.

Last Updated: March 16, 2010



**Development Permit Processing Agreement**

Permit Application \_\_\_\_\_  
Applicant Name \_\_\_\_\_  
Type of Permit \_\_\_\_\_  
Agreement Date \_\_\_\_\_  
Deposit Amount \_\_\_\_\_

This Agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the forenamed applicant for a development permit ("Applicant"), effective as of the Agreement Date set forth above, is made within reference to the following facts:

Whereas, Applicant has applied to the City for a permit of the type aforereferenced ("Permit") which the City has required to be obtained as a condition to permitting Applicant to develop a parcel of property; and,

Whereas, the City will incur expenses in order to process said permit through the various departments and before the various boards and commissions of the City ("Processing Services"); and,

Whereas the purpose of this agreement is to reimburse the City for all expenses it will incur in connection with providing the Processing Services;

Now, therefore, the parties do hereby agree, in exchange for the mutual promises herein contained, as follows:

1. Applicant's Duty to Pay.

Applicant shall pay all of City's expenses incurred in providing Processing Services related to Applicant's Permit, including all of City's direct and overhead costs related thereto. This duty of Applicant shall be referred to herein as "Applicant's Duty to Pay."

1.1. Applicant's Deposit Duty.

As partial performance of Applicant's Duty to Pay, Applicant shall deposit the amount aforereferenced ("Deposit").

1.1.1. City shall charge its lawful expenses incurred in providing Processing Services against Applicant's Deposit. If, after the conclusion of processing Applicant's Permit, any portion of the Deposit remains, City shall return said balance to Applicant without interest thereon. If, during the processing of Applicant's Permit, the amount of the Deposit becomes exhausted, or is imminently likely to become exhausted in the opinion of the City, upon notice of same by City, Applicant shall forthwith provide such additional deposit as City shall calculate as reasonably necessary to continue Processing Services. The duty of Applicant to initially deposit and to supplement said deposit as herein required shall be known as "Applicant's Deposit Duty".

2. City's Duty.

City shall, upon the condition that Applicant is no, in breach of Applicant's Duty to Pay or Applicant's Deposit Duty, use good faith to provide processing services in relation to Applicant's Permit application.

2.1. City shall have no liability hereunder to Applicant for the failure to process Applicant's Permit application, or for failure to process Applicant's Permit within the time frame requested by Applicant or estimated by City.



## Development Permit Processing Agreement

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2.2. By execution of this agreement Applicant shall have no right to the Permit for which Applicant has applied. City shall use its discretion in valuating Applicant's Permit Application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

### 3. Remedies.

#### 3.1. Suspension of Processing

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to suspend and/or withhold the processing of the Permit which is the subject matter of this Agreement, as well as the Permit which may be the subject matter of any other Permit which Applicant has before the City.

#### 3.2. Civil Collection

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same, the prevailing party shall be entitled to reasonable attorney's fees and costs.

### 4. Miscellaneous.

#### 4.1 Notices.

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested at the addresses identified adjacent to the signatures of the parties represented.

#### 4.2 Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

#### 4.3. Multiple Signatories.

If there are multiple signatories to this agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant's duties herein set forth.

#### 4.4. Signatory Authority.

This signatory to this agreement hereby warrants and represents that he is the duly designated agent for the Applicant and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Duty to Deposit in the event he has not been authorized to execute this Agreement by Applicant.

#### 4.5 Hold Harmless.

Applicant shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees, from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising out of City's actions in processing or issuing Applicant's Permit, or in exercising any discretion related thereto including but not limited to the giving of proper environmental review, the holding of public hearings, the extension of due process rights, except only for those claims, suits, actions or proceedings arising from the sole negligence or sole willful conduct of the City, its officers, or employees known to, but not objected to, by the Applicant. Applicant's indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgement or not. Further, Applicant, at its own expense, shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by any prior or subsequent declaration by the



Development Permit Processing Agreement

Applicant. At its sole discretion, the City may participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of any obligation imposed by this condition.

4.6 Administrative Claims Requirements and Procedures.

No suit or arbitration shall be brought arising out of this agreement against the City unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the City of Chula Vista in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

Now therefore, the parties hereto, having read and understood the terms and conditions of this agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

(Staff)  
**City of Chula Vista**  
**276 Fourth Avenue**  
**Chula Vista, CA 91910**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

(Applicant)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# Storm Water Requirements Applicability Checklist for All Permit Applications

## Intake Form

March 2019 Update

### Project Information

Project Address:	Project Application #
Project Name:	APN(s)

Brief Description of Work Proposed:

**The project is (select one):**

- New Development Total Impervious Area \_\_\_\_\_ ft<sup>2</sup>
- Redevelopment Total new and/or replaced Impervious Area \_\_\_\_\_ ft<sup>2</sup>  
(Redevelopment is the creation and/or replacement of impervious surface on an already developed site).
- Others \_\_\_\_\_

**Name of Person Completing this Form:** \_\_\_\_\_

Role:  Property Owner  Contractor  Architect  Engineer  Other \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Answer each section below, starting with Section 1 and progressing through each section. Additional information for determining the requirements is found in the Chula Vista BMP Design Manual available on the City's website at <http://www.chulavistaca.gov/departments/public-works/services/storm-water-pollution-prevention/documents-and-reports>.

### SECTION 1: Storm Water BMP Requirements

<p>Does the project consist of <b>one or both</b> of the following:</p> <ul style="list-style-type: none"> <li>• Repair or improvements to an existing building or structure that don't alter the size such as: tenant improvements, interior remodeling, electrical work, fire alarm, fire sprinkler system, HVAC work, Gas, plumbing, etc.</li> <li>• Routine maintenance activities such as: roof or exterior structure surface replacement; resurfacing existing roadways and parking lots including dig outs, slurry seal, overlay and restriping; repair damaged sidewalks or pedestrian ramps on existing roads without expanding the impervious footprint; routine replacement of damaged pavement, trenching and resurfacing associated with utility work (i.e. sewer, water, gas or electrical laterals, etc.) and pot holing or geotechnical investigation borings.</li> </ul>	<input type="checkbox"/> <b>Yes</b>	<p><b>Project is <u>NOT</u> Subject to Permanent Storm Water BMP requirements.</b></p> <p><b>BUT IS</b> subject to Construction BMP requirements. Review &amp; sign "Construction Storm Water BMP Certification Statement" on page 2.</p>
	<input type="checkbox"/> <b>No</b>	<p><b>Continue to Section 2, page 3.</b></p>

## Construction Storm Water BMP Certification Statement

The following stormwater quality protection measures are required by City Chula Vista Municipal Code Chapter 14.20 and the City's Jurisdictional Runoff Management Program.

1. All applicable construction BMPs and non-stormwater discharge BMPs shall be installed and maintained for the duration of the project in accordance with the Appendix K "Construction BMP Standards" of the Chula Vista BMP Design Manual.
2. Erosion control BMPs shall be implemented for all portions of the project area in which no work has been done or is planned to be done over a period of 14 or more days. All onsite drainage pathways that convey concentrated flows shall be stabilized to prevent erosion.
3. Run-on from areas outside the project area shall be diverted around work areas to the extent feasible. Run-on that cannot be diverted shall be managed using appropriate erosion and sediment control BMPs.
4. Sediment control BMPs shall be implemented, including providing fiber rolls, gravel bags, or other equally effective BMPs around the perimeter of the project to prevent transport of soil and sediment offsite. Any sediment tracked onto offsite paved areas shall be removed via sweeping at least daily.
5. Trash and other construction wastes shall be placed in a designated area at least daily and shall be disposed of in accordance with applicable requirements.
6. Materials shall be stored to avoid being transported in storm water runoff and non-storm water discharges. Concrete washout shall be directed to a washout area and shall not be washed out to the ground.
7. Stockpiles and other sources of pollutants shall be covered when the chance of rain within the next 48 hours is at least 50%.

I certify that the stormwater quality protection measures listed above will be implemented at the project described on Intake Form. I understand that failure to implement these measures may result in monetary penalties or other enforcement actions. This certification is signed under penalty of perjury and does not require notarization.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 2: Determine if Project is a Standard Project or Priority Development Project****Is the project in any of the following categories, (a) through (j)?**

**(a)** New development that **creates 10,000 square feet** or more of impervious surfaces (collectively over the entire project site). This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.  Yes  No

**(b)** Redevelopment project that **creates and/or replaces 5,000 square feet** or more of impervious surface (collectively over the entire project site on an existing site of 10,000 square feet or more of impervious surfaces). This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.  Yes  No

**(c)** New development or redevelopment projects that **creates and/or replaces a combined total of 5,000 square feet** or more of impervious surface (collectively over the entire project site) and support one or more of the following uses:  Yes  No

(i) **Restaurant.** This category is defined as a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (Standard Industrial Classification Code 5812).

(ii) **Hillside development projects.** This category includes development on any natural slope that is twenty-five percent or greater.

(iii) **Parking Lots.** This category is defined as a land area or facility for the temporary parking or storage of motor vehicles used personally, for business, or for commerce.

(iv) **Streets, roads, highways, freeways, and driveways.** This category is defined as any paved impervious surface used for the transportation of automobiles, trucks, motorcycles, and other vehicles.

**(d)** New development or redevelopment project that **creates and/or replaces 2,500 square feet** or more of impervious surface (collectively over the entire project site), discharging directly to an Environmentally Sensitive Area (ESA). "Discharging directly to" includes flow that is conveyed overland a distance of 200 feet or less from the project to the ESA, or conveyed in a pipe or open channel any distance as an isolated flow from the project to the ESA (i.e. not commingled with flows from adjacent lands).  Yes  No

**(e)** New development or redevelopment project that creates and/or replaces a combined total of 5,000 square feet or more of impervious surface, that support one or more of the following used:  Yes  No

(i) Automotive repair shops. This category is defined as a facility that is categorized in any one of the following Standard Industrial Classification (SIC) codes: 5013, 5014, 5541, 7532-7534, or 7536-7539.

(ii) Retail gasoline outlets. This category includes retail gasoline outlets that meet the meet one of the following criteria: (a) 5,000 square feet or more or (b) a projected Average Daily Traffic (ADT) of 100 or more vehicles per day.

**(f)** New development or redevelopment that result in the disturbance of **one or more acres** of land and are expected to generate pollutants post construction. This does not include projects creating less than 5,000 sf of impervious surface and where added landscaping does not require regular use of pesticides and fertilizers, such as slope stabilization using native plants. Calculation of the square footage of impervious surface need not include linear pathways that are for infrequent vehicle use, such as emergency maintenance access or bicycle pedestrian use, if they are built with pervious surfaces of if they sheet flow to surrounding pervious surfaces.  Yes  No

**The project is (select one):**

If "No" is checked for every category in Section 2, **Project is "Standard Development Project"**. Site design and source control BMP requirements apply. **Complete and submit Standard SWQMP** (refer to Chapter 4 & Appendix E of the BMP Design Manual for guidance). Continue to Section 4.

If "Yes" is checked for ANY category in Section 2, **Project is "Priority Development Project (PDP)"**. Complete below, if applicable, and continue to Section 3.

**Complete for PDP Redevelopment Projects ONLY:**

The total existing (pre-project) impervious area at the project site is: \_\_\_\_\_ ft<sup>2</sup> (A)

The total proposed newly created or replaced impervious area is \_\_\_\_\_ ft<sup>2</sup> (B)

Percent impervious surface created or replaced (B/A)\*100: \_\_\_\_\_%

The percent impervious surface created or replaced is (select one based on the above calculation):

- less than or equal to fifty percent (50%) – **only new impervious areas are considered a PDP**  
OR
- greater than fifty percent (50%) – **the entire project site is considered a PDP**
- Continue to Section 3**

**Section 3: Determine if project is PDP Exempt**

1. Does the project ONLY include new or retrofit sidewalk, bicycle lane or trails that:

- Are designed and constructed to direct storm water runoff to adjacent vegetated areas, or other non-erodible permeable areas? Or;
- Are designed and constructed to be hydraulically disconnected from paved streets or roads? Or;
- Are designed and constructed with permeable pavements or surfaces in accordance with USEPA Green Streets guidance?

**Yes. Project is PDP Exempt.**

**No. Next question**

Complete and submit **Standard SWQMP**  
(refer to Chapter 4 of the BMP Design Manual  
for guidance). **Continue to Section 4.**

2. Does the project ONLY include retrofitting or redevelopment of existing paved alleys, streets or roads designed and constructed in accordance with the Green Streets standards?

**Yes.**  
**Project is PDP Exempt.**

Complete and submit Standard SWQMP (refer  
to Chapter 4 of the BMP Design Manual for  
guidance). **Continue to Section 4.**

**No.**  
**Project is PDP.**

Site design, source control and structural  
pollutant control BMPs apply. Complete  
and submit PDP SWQMP (refer to  
Chapters 4, 5 & 6 of the BMP Design  
Manual for guidance). **Continue to  
Section 4.**

**SECTION 4: Construction Storm Water BMP Requirements:**

All construction sites are required to implement construction BMPs in accordance with the performance standards in the BMP Design Manual. Some sites are additionally required to obtain coverage under the State Construction General Permit (CGP), which is administered by the State Water Resource Control Board.

1. Does the project include Building/Grading/Construction permits proposing less than 5,000 square feet of ground disturbance and has less than 5-foot elevation change over the entire project area?

- Yes; review & sign Construction Storm Water Certification Statement, skip questions 2-4
- No; next question

2. Does the project propose construction or demolition activity, including but not limited to, clearing grading, grubbing, excavation, or other activity that results in ground disturbance of less than one acre and more than 5,000 square feet?

- Yes. complete & submit Construction Storm Water Pollution Control Plan (CSWPCP), skip questions 3-4
- No; next question

3. Does the project results in disturbance of an acre or more of total land area and are considered regular maintenance projects performed to maintain original line and grade, hydraulic capacity, or original purpose of the facility? (Projects such as sewer/storm drain/utility replacement)

- Yes. complete & submit Construction Storm Water Pollution Control Plan (CSWPCP), skip question 4
- No; next question

4. Is the project proposing land disturbance greater than or equal to one acre OR the project is part of a larger common plan of development disturbing 1 acre or more?

- Yes; Storm Water Pollution Prevention Plan (SWPPP) is required. Refer to online CASQA or Caltrans Template. Visit the SWRCB web site at [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml).

Note: for Projects that result in disturbance of one to five acres of total land area and can demonstrate that there will be no adverse water quality impacts by applying for a Construction Rainfall Erosivity Waiver, may be allowed to submit a CSWPCP in lieu of a SWPPP.