

MEMO

Date: April 25, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Discussion on ordinances pertaining to trees within township right-of-way

So far this year, the township has had to remove dozens of trees from both East Goshen property and public right-of-way. These have mainly been dead or dying trees with some having to be removed for public safety reasons.

While we do everything we can to save and maintain our trees here in the East Goshen, we understand that some will always have to be removed and those on our property will be our responsibility. However, with the cost of tree removal continuing to be on the rise, staff and I wanted to bring this topic to the board for discussion to see if there are ways we are able to handle a certain category of trees differently.

Specifically, there are many trees that are on the front lawn of residences but still lie within the public right-of-way, which usually extends several feet past the roadways of the township. East Goshen is unique in that it uniquely calls out these subgroup of trees as being the exclusive responsibility of the township whereas many municipalities delineate the trees within that right-of-way as being the responsibility of the property owner.

I do not want to elaborate much further as we do not have an explicit solution to bring to the board tonight and I have not discussed this with the board. Tonight is to simply raise the issue because it is becoming a concern for staff, get some feedback from the board and solicitor, and either continue to discuss in subsequent meetings or, if no changes are wanted, table the issue.

I have attached two ordinances to help guide our discussion.

§ 218-2. Trees on Township streets and property.

The Township shall have exclusive custody and control of those trees that are located within the area where the Township owns the right-of-way in fee of any Township street and/or Township-owned property and is authorized to plant, remove and protect such trees.

- A. Except in cases of emergency work necessary for protection of life or property, it shall be a violation of this chapter for any person, without first obtaining Township approval, to do any of the following: **[Amended 7-12-2011 by Ord. No. 129-G-11]**
- (1) Cut, break, climb with spurs, injure in any manner or remove any tree.
 - (2) Cut down any tree or interfere in any manner with the main roots of any tree.
 - (3) Place any rope, guy wire, cable, sign, poster or other fixture on a tree.
 - (4) Injure, misuse or remove any device placed to protect trees.
 - (5) Place or install any stone, cement or other substance which shall impede the passage of water and air to the roots of any tree.
- B. Emergency work. Notwithstanding any other provisions of this chapter, the Township shall have the right, without prior notice to any property owner, to perform any act/acts necessary to abate clear, present and immediate threats to the public health, safety or welfare caused by the condition of trees or parts thereof of those trees that are located within the area where the Township owns in fee the right-of-way of any Township street. The Township shall have the right to assess the cost of such summary abatement against the person whose action or inaction caused such threat to the public health, safety or welfare.

§ 218-3. Removal of diseased trees.

- A. The Township can, upon four weeks' prior written notice to the owners of any property, require owners of property to cut and remove trees or parts thereof afflicted with contagious diseases such as Dutch Elm disease.
- B. Upon the failure of any such owner to comply with such notice, the Township can cause the work to be done by the Township and levy and collect the cost thereof from the owner of the property. The cost of such work shall be a lien upon the premises from the time of commencement of the work, which date shall be fixed by the Township Engineer and shall be filed with the Township Secretary. Any such lien may be collected by action in assumpsit or by lien filed in the manner provided by law for the filing and collection of municipal claims.
- C. The Township shall give said four-week notice by mailing it, by certified mail, to the last known address of the owner of the property and by posting the notice at a conspicuous location on the property.

§ 205-62. Street trees. [Amended 7-12-2011 by Ord. No. 129-G-11]

Trees with a minimum caliper of three inches shall be provided where deemed advisable by the Township Planning Commission and/or Supervisors. Street trees shall be installed on forty-foot centers on the same side of the street. Tree varieties permitted will be determined by the Board of Supervisors but must be chosen from a list adopted by the Board in a resolution as amended from time to time.

MEMO

Date: April 26, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Appointment of New Planning Commission Member

Since Ed Decker's resignation, we are in need of a new Planning Commission member. A gentleman by the name of Fred Pioggia submitted his information last year when there was no open positions. I have kept that information on file. He does have municipal experience.

I have no other applications or inquiries. We can either move forward with Fred or the board can give me further direction if they wish.

DRAFT MOTION: Mr. Chairman, I move we appointment Fred Pioggia to the East Goshen Planning Commission for the term expiring at the end of 2025.

MEMO

Date: April 25, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Tree City USA Sign Placement

As everyone knows, the township was designated a "Tree City, USA" by the Arbor Foundation and we now have 2 road signs given to us by the organization.

We wanted to have a quick discussion on where the board would like to put the signs as one would drive into the township.

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice: 610-692-7171
Fax: 610-692-8950
E-mail: dbrady@eastgoshen.org

Date: 4-19-2023
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: SWM O&M Agreement / 1634 Herron Lane

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 1634 Herron Lane. The Property owners, Robert and Betsy Burke are constructing an addition with a total of 361 square feet of new impervious surface. The stormwater management system was reviewed and approved by Township staff.


Recommendation:

Township staff recommends that the Board approve and sign the stormwater management operation and maintenance agreement.

Draft Motion:

I move that the Board authorize the Chair to sign the stormwater management operation and maintenance agreement for the addition located at 1634 Herron Lane.

Thank you.


Duane J. Brady Sr.
East Goshen Township
Director of Zoning and Codes

EAST GOSHEN TOWNSHIP

Storm water Management Operation and Maintenance Agreement (Simplified Approach) Approval and Recording Process

Upon submission of a storm water management application, which requires an Operation and Maintenance Agreement; the following approval and recording processes will be followed.

Approval Process:

The storm water management plan and application shall be reviewed and approved by the Township. This review can take weeks depending on the complexity of the project. Upon approval of the SWM Application a SWM Operation and Maintenance agreement shall be recorded.

The agreement shall be:

1. Printed single sided only
2. Signed by all owners of the property
 - a. All names must be written out completely as they appear on the deed for the property
3. All signatures witnessed and notarized
 - a. A notarization for every signature
4. Be returned to the Township for approval by the Board of Supervisors at a public meeting
5. Once the agreement is signed by the Chairman of the Board, the agreement will be returned to the property owner or their representative for recording along with the SWM Plan.

Recording Process (Subject to changes by Chester County Recorder of Deeds):

1. The entire agreement and the entire plan must be recorded at the **Chester County Recorder of Deeds Office**. The agreement must be an original document with the original signatures of the homeowners and the Township, as well as the original notary acknowledgement. This

Chester County Recorder of Deeds
313 W. Market Street, Suite 3302
West Chester, PA 19382

2. Provide your own self-addressed stamped envelope (large) with enough postage for all the documents to be returned to you. If a self-addressed stamped envelope is not provided, a \$2 fee will be charged.
3. The date of the agreement must be the same as the date of the first signature on the agreement.
4. The recorder's office only accepts cash or business checks. A business check must have the Business Name and LLC, Inc., LP, etc., or it won't be accepted.
5. Bring a second copy of the signed agreement so the recorder can time stamp that copy.
6. Provide a time stamped copy of page one of the agreement to East Goshen Township.
7. Provide proof of recording to the Township (payment receipt).
8. The Township will issue the appropriate permits to begin work will upon proof of recording.

*** PERMITS WILL NOT BE ISSUED UNTIL THE AGREEMENT IS RECORDED.**

**** THIS PROCESS CAN TAKE SEVERAL WEEKS DEPENDING ON THE COMPLEXITY OF THE PROJECT.**

UPI No. _____

**SIMPLIFIED APPROACH
STORMWATER BEST MANAGEMENT PRACTICES
OPERATION, MAINTENANCE, AND INSPECTION PLAN AND
AGREEMENT**

THIS AGREEMENT, made and entered into this 17th day of February, 2023,
by and between Robert A. Burke, (hereinafter the "Landowner"), and East Goshen
Township, Chester County, Pennsylvania, (hereinafter "Township").

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, at Deed Book _____ and Page _____ having a UPI number of _____ (hereinafter "Property"); and

WHEREAS, the Landowner recognizes that the Stormwater Management Facility located on the Property at: 1634 Herring Lane, West Chester, PA 19380

(address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and

WHEREAS, the Township and the Landowner, for themselves and their administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that a Stormwater Management Facility be constructed and maintained on the Property; and

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

Infiltration BMP – A structure as specifically identified in the Stormwater Management Site Plan (herein after "Plan"), used to manage stormwater impacts from development, to protect and maintain water quality and ground water recharge and to otherwise meet the purposes of the Township's Stormwater Management Ordinance, including, but not limited to an Infiltration Trench(s) or Infiltration Bed. The Infiltration BMP(s) are permanent appurtenances to the Property, and

Conveyance – As specifically identified in the Stormwater Management Site Plan (herein after “Plan”), a man-made, existing or proposed facility, structure 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, and like facilities or features. The Conveyances identified in the Plan are permanent appurtenances to the Property; and

Storm Water Management Facility – A system comprised of the Infiltration BMP(s) and associated Conveyance(s); and

WHEREAS, the Township requires that the Storm Water Management Facility as shown on the Plan be constructed by the Landowner; the Storm Water Management Facility shall further be maintained by the Landowner, their administrators, executors, successors, heirs, and assigns in accordance with the associated operation and maintenance requirements included herein. The Plan is attached hereto and incorporated herein together as Exhibit “A” hereto; and

WHEREAS, the Municipality requires that the Storm Water Management Facility be constructed and adequately inspected, operated and maintained by the Landowner, their administrators, executors, successors, heirs, and assigns, in accordance with the maintenance requirements set forth herein;

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 and obligations of the Landowner as if fully set forth in the body of this Agreement.

2. The Landowner shall construct the Storm Water Management Facility in accordance with the specifications identified in the Plan.

3. The Landowner shall inspect, operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements outlined herein. At least twice a year and after significant rainfall events the Landowner shall inspect the Infiltration BM(s) and Conveyance(s) and remove any accumulated debris, sediment and invasive vegetation. Vegetation along the surface of an Infiltration Trench(s) or Conveyance(s) shall be maintained in good condition, and any bare spots are to be revegetated as soon as possible. Vehicles shall not be parked or driven on an Infiltration Trench(s) or Conveyance(s) (unless the conveyance(s) is designed for this activity and care is to be taken to avoid excessive compaction by mowers. Any debris, such as leaves blocking flow in a Conveyance or blocking flow from reaching an Infiltration Trench, shall be routinely removed. The Landowner shall provide the Township with conformation of the semi-annual inspections on the form provided by the Township.

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

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

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

6. In the event the Landowner fails to operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the Township's Stormwater Ordinance, and the Landowner agrees that the Township 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 Storm Water Management Facility. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said Storm Water Management Facility, and in no event shall this Agreement be construed to impose any such obligation on the Township.

7. In the event the Township, 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 Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

9. The Landowner, their executors, administrators, assigns, heirs, and other successors in interests, hereby release and shall release the Township, its employees, agents and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township and/or its said employees, agents or representatives, arising out of the construction, presence, existence, or maintenance of the Storm Water Management Facility either by the Landowner or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Landowner and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or threatened claim, suit, action or proceeding against the Township or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township, its 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 Township, including attorney's fees, regarding said damages, judgment or claims.

10. The Township 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 Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.

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

12. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the Storm Water Management Facility 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 terms and conditions of this Agreement.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

LANDOWNER



Witness

BY: 

Name:

Witness

BY: _____
Name:

Attest:

TOWNSHIP

EAST GOSHEN TOWNSHIP

Derek Davis, Secretary

BY: _____
Chairman
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

:

On this, the 15th day of February, 2023 before me, the undersigned officer, personally appeared Benuei K Fisher, known to me (or satisfactorily proven) **to be the person whose name is subscribed to the within instrument**, and acknowledged that he/she executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Michelle L. Barnes Groff, Notary Public
Chester County
My commission expires July 21, 2025
Commission number 1403938
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

:

On this _____ day of _____, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the **Chairman of the Board of Supervisors of East Goshen Township**, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires:



EAST GOSHEN TOWNSHIP
STORMWATER MANAGEMENT PERMIT APPLICATION
1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-610-692-7171 FAX (610)-692-8950 www.eastgoshen.org



Date: 02-15-23 Tax Parcel No.: 53 - _____

Property Owner: Robert & Betsy Burke

Property Address: 1634 Herron Lane

Telephone Number: 610-574-3150 Fax Number: _____

Email Address: flagmkr@gmail.com

Contractor Name: Willine Builders LLC Email Address: ben@willinebuilders.com

Telephone Number: 717-606-7464 Fax Number: _____

Area of Lot (square feet): 28,217 Area of proposed new impervious coverage (square feet): 361

Area of impervious coverage (square feet) added to the property since 10/22/2003: Yes

Cumulative area of impervious coverage (area added since 10/22/2003 + proposed area): 361

ALL NEW IMPERVIOUS COVERAGE PROPOSED SHALL REQUIRE STORMWATER MANAGEMENT FACILITIES TO MANAGE THE INCREASED STORMWATER AS PER §195 OF THE TOWNSHIP CODE ADOPTED ON 19 NOVEMBER 2013 AND EFFECTIVE ON JANUARY 1, 2014.

IMPERVIOUS COVERAGE IS: BUILDING ADDITIONS, DRIVEWAYS, PATIOS, DECKS, SHEDS, ETC.

DESIGN CRITERIA:

Is the cumulative area of impervious coverage (Noted Above) greater than 2,000 square feet?

☒ No
☐ Yes

Go to Step One
Go to Step Six

Step One: Is the new impervious coverage a result of a new storage shed to be placed on the property with an area of 240 sq. ft. or less?

☒ No
☐ Yes

Go to Step Two.

The storm water from this area of new impervious coverage shall be managed on site by the use of a stone base, a minimum of 6" deep, which extends at least one foot from the structures' drip edges. (*See attached detail; A.4*)

Step Two: Is the increase in impervious coverage a result of a new deck?

☒ No
☐ Yes

Go to Step Three.

The storm water from this new impervious coverage can be managed on site with the use of a stormwater management feature such as those shown in *Fig. A.3. or A.5.*

Step Three: Is the new (proposed) impervious coverage greater than 500 square feet?

☒ No
☐ Yes

Go to Step Four.
Go to Step Five.

East Goshen Township Stormwater Management Application

**Step Four: On site storm water management can be done without the consultation of an engineer.
(Impervious Cover is less than 500 sq. ft.)**

An infiltration trench, of the size specified by the township is required for this project (**see Fig. A.3**). The applicant shall prepare and submit a plot plan (sketch) of the property indicating the location of the project and the location of the infiltration trench. A permit fee will be charged to the applicant for inspections required for the storm water facility.

Step Five: Simplified Approach (impervious coverage is greater than 500 sq ft.)

An infiltration trench, of the size specified, is required to manage stormwater from the new proposed impervious cover associated with this project (**see Fig. A.3**). The applicant shall prepare and submit plans and documents as identified in **Appendix A** of the Stormwater Management Ordinance. A permit fee will be charged to the applicant for inspections required for the storm water facility. **Submit the "Stormwater management practices operation, maintenance and inspection plan agreement" with your application (Separate Document, must be Signed and Notarized). This agreement and the plans for the stormwater facility shall be recorded with the Chester County Recorder of Deeds. All costs associated with recording will be the responsibility of the property owner.**

Step Six: (impervious coverage is greater than 2,000 sq ft.)

A full stormwater drainage plan and calculations shall be required as per Article 4 of the Stormwater Management Ordinance. The applicant is responsible for establishing an escrow account with the Township in the amount of \$2,000 to cover the cost of the plan review and any special inspections required for the project.

NOTE: APPLICATION MUST BE SIGNED BY THE PROPERTY OWNER AND CONTRACTOR.

Stormwater management permits are subject to applicable fees, payable at the time of issue.

We hereby acknowledge that we have read this application and state that the information provided is correct and agree to maintain the stormwater system and comply with all provisions of the East Goshen Township Stormwater Management Ordinance applicable to this stormwater management system and the property.

Signature of Property Owner

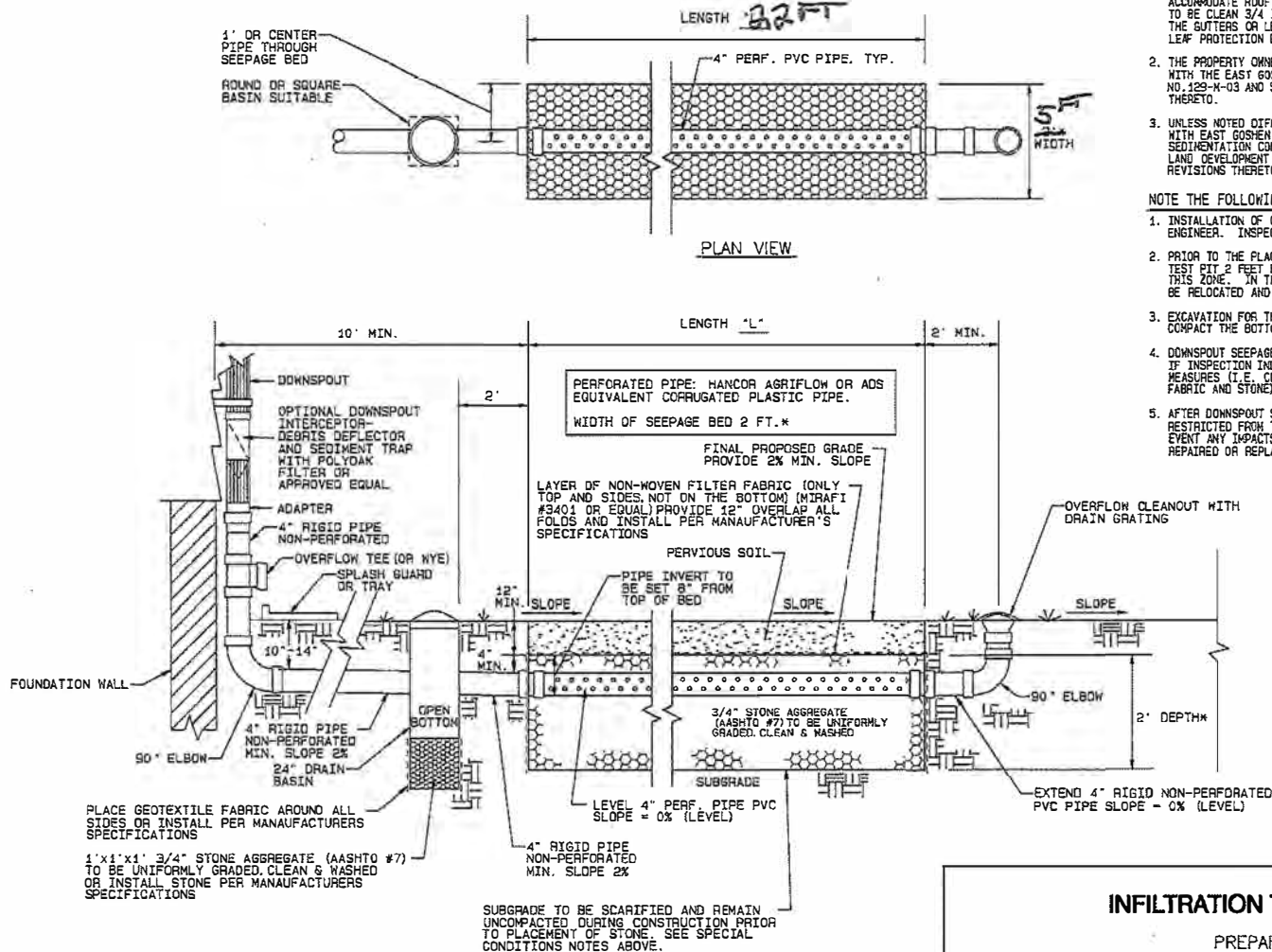
Date

Signature of Contractor

Date

APPLICATION IS INCOMPLETE IF NOT SIGNED BY THE PROPERTY OWNER AND CONTRACTOR

Figure A.3



GENERAL NOTES

1. ALL LOTS SHALL BE PROVIDED WITH DOWNSPOUT SEEPAGE BEDS SIZED TO ACCOMMODATE THE INCREASE IN 2 YEAR RUNOFF FROM THE ROOF AREAS OF THE HOUSES ON THESE LOTS. VOLUME OF STONE PROVIDED IN BED SHALL ACCOMMODATE ROOF AREA DRAINING TO THE DOWNSPOUT. MULTIPLE BEDS SHALL BE USED IF NECESSARY. STONE TO BE CLEAN 3/4" INCH AGGREGATE (AASHTO #7) WITH 40% VOID RATIO. LEAF SCREENS SHALL BE INSTALLED OVER THE GUTTERS OR LEAF DEFLECTOR GUARDS INSTALLED IN THE DOWNSPOUT, OR OTHER APPROVED LEAF PROTECTION DEVICE SHALL BE INSTALLED.
2. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF STORMWATER FACILITIES IN ACCORDANCE WITH THE EAST GOSHEN TOWNSHIP STORMWATER REQUIREMENTS PER ARTICLE VII OF THE ACT 167 ORDINANCE NO. 129-M-03 AND SECTION 205-37.1 OF THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE, WITH REVISIONS THERETO.
3. UNLESS NOTED DIFFERENTLY ON THIS DETAIL, THE SEEPAGE BED SHALL BE INSTALLED IN ACCORDANCE WITH EAST GOSHEN TOWNSHIP REQUIREMENTS FOR STORMWATER MANAGEMENT AND EROSION AND SEDIMENTATION CONTROLS PER CHAPTER 195-ACT 167 ORDINANCE NO. 129-M-03, SUBDIVISION AND LAND DEVELOPMENT ORDINANCE SECTIONS 205-37.F AND 205-69; CHAPTER 131 AND PADEP CHAPTER 102, WITH REVISIONS THERETO.

NOTE THE FOLLOWING SPECIAL CONDITIONS FOR THE DOWNSPOUT SEEPAGE BEDS DURING CONSTRUCTION:

1. INSTALLATION OF DOWNSPOUT SEEPAGE BEDS TO BE CHECKED BY THE TOWNSHIP SITE INSPECTOR OR ENGINEER. INSPECTOR MUST BE NOTIFIED 36 HOURS IN ADVANCE OF INSTALLATION.
2. PRIOR TO THE PLACEMENT OF STONE IN THE SEEPAGE BED, THE CONTRACTOR OR PROPERTY OWNER SHALL MAKE A TEST PIT 2 FEET BELOW THE BED BOTTOM TO ENSURE THAT BEDROCK AND/OR GROUNDWATER ARE NOT PRESENT IN THIS ZONE. IN THE EVENT THAT GROUNDWATER AND/OR BEDROCK IS WITHIN 2 FEET OF BED BOTTOM, THE BED SHALL BE RELOCATED AND REDESIGNED BEFORE CONSTRUCTION MAY CONTINUE.
3. EXCAVATION FOR THE DOWNSPOUT SEEPAGE BEDS SHALL BE PERFORMED WITH EQUIPMENT WHICH WILL NOT COMPACT THE BOTTOM OF THE BED AREA.
4. DOWNSPOUT SEEPAGE BEDS SHOULD BE KEPT CLEAN OF SOIL / SEDIMENT DURING THE INSTALLATION PROCESS. IF INSPECTION INDICATES THAT SOIL HAS ENTERED ANY OF THE DOWNSPOUT SEEPAGE BEDS THAN APPROPRIATE MEASURES (I.E. CLEANING THE SOIL/SEDIMENT FROM FILTER FABRIC, STONE, BED, ETC. AND REPLACEMENT OF THE FABRIC AND STONE) SHALL BE ADDRESSED.
5. AFTER DOWNSPOUT SEEPAGE BEDS IS COMPLETELY INSTALLED, ALL HEAVY CONSTRUCTION EQUIPMENT SHALL BE RESTRICTED FROM THE DOWNSPOUT SEEPAGE BEDS TO ELIMINATE IMPACTS WHICH MAY COMPROMISE IT. IN THE EVENT ANY IMPACTS COMPROMISE THE FUNCTIONALITY OF THE DOWNSPOUT SEEPAGE BEDS, IT MUST BE IMMEDIATELY REPAIRED OR REPLACED TO DESIGN SPECIFICATIONS.

CALCULATION OF LENGTH OF BED "L"

$L = 3 \text{ FT. IN LENGTH PER } 50 \text{ S.F. OF INCREASED IMPERVIOUS COVERAGE}$
(FOR UP TO 2000 S.F. OF INCREASED IMPERVIOUS COVERAGE)

OR
 $L = (3 \text{ FT. DIVIDED BY } 50 \text{ S.F.}) \text{ TIMES } \text{S.F. OF IMPERVIOUS COVERAGE (MAXIMUM 2,000 S.F.)}$

EXAMPLES*

IMPERVIOUS COVERAGE INCREASE	LENGTH OF BED
50 S.F.	3 FT.
100 S.F.	6 FT.
1,000 S.F.	60 FT.
1,500 S.F.	90 FT.
2,000 S.F.	120 FT.

*FINAL BED DIMENSIONS MAY VARY ACCORDING TO SITE CONDITIONS. FINAL BED DIMENSIONS MUST BE THE EQUIVALENT VOLUME OF STONE OF INITIAL CALCULATION. ANY VARIATIONS IN BED DIMENSIONS OR DESIGN THAN SHOWN MUST BE APPROVED BY THE TOWNSHIP.

STONE VOLUME = $\text{LENGTH} \times \text{WIDTH} \times \text{DEPTH} \times 0.40$ (40%)

Figure A.3

INFILTRATION TRENCH DETAIL

PREPARED FOR
East Goshen Township

East Goshen Township * Chester County * Pennsylvania

Yerkes

YERKES ASSOCIATES, INC.

CONSULTING ENGINEERS

SITE PLANNERS

SURVEYORS

PROJECT --	W-13-0310-01
DATE --	10-17-2007
SCALE --	NOT TO SCALE
DRAWN --	CEJ3
CHECKED --	X
CAD FILE --	W-06-3704-01 EGTdetails.pro
TAX PARCEL --	N/A
NOTEBOOK --	N/A
PLAN NO. --	N/A
SHEET NO. --	1

EAST GOSHEN TOWNSHIP
DRAWING REVIEWED AND APPROVED
FOR UNIFORM CODE CONSTRUCTION COMPLIANCE

BY *Deane J. Boudry*

PA CERT # 000580 DATE *7/24/23*

PERMIT # *B23067*

CROSS SECTION

REVISIONS
06-10-09 PER TOWNSHIP
10-21-13 PER TOWNSHIP

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice: 610-692-7171
Fax: 610-692-8950
E-mail: dbrady@eastgoshen.org

Date: 4-19-2023
To: Board of Supervisors
From: Duane J. Brady Sr., Township Zoning Officer
Re: SWM O&M Agreement / 35 Meadow Creek Road

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 35 Meadow Creek Road. The Property owners, Stephen & Kim Bruhns, are performing exterior renovations with a total of 474 square feet of new impervious surface. The stormwater management system was reviewed and approved by Township staff.

Recommendation:

Township staff recommends that the Board approve and sign the stormwater management operation and maintenance agreement.

Draft Motion:

I move that the Board authorize the Chair to sign the stormwater management operation and maintenance agreement for the exterior renovations located at 35 Meadow Creek Road.

Thank you.


Duane J. Brady Sr.

East Goshen Township
Director of Zoning and Codes

ORDINANCE APPENDIX E

**STORMWATER
BEST MANAGEMENT PRACTICES
AND CONVEYANCES
OPERATION AND MAINTENANCE AGREEMENT**

UPI No. 53-2-20.29

**STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND CONVEYANCES
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 12 day of January, 2023, by and between Stephen Bruhns and Kim Bruhns, (hereinafter the "Landowner"), and East Goshen Township, Chester County, Pennsylvania, (hereinafter "Township");

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, at Deed Book 10235 and Page 1101, having a UPI No. of 53-2-20.29 (hereinafter "Property"); and

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

WHEREAS, the stormwater Best Management Practices (herein after BMP(s)) And Conveyances Operations and Maintenance Plan approved by the Township (hereinafter referred to as the "O&M Plan") for the Property, which is attached hereto as Exhibit 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 Township 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 Township 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" –Those activities, facilities, designs, measures, or procedures as specifically identified in the O&M Plan, used to manage stormwater impacts from land development, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Township's Stormwater Management Ordinance. BMPs may 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, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, manufactured devices, and operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff. The BMPs identified in the O&M Plan are permanent appurtenances to the Property; and

Conveyance – As specifically identified in the O&M Plan, a man-made, existing or proposed facility, structure 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 O&M Plan are permanent appurtenances to the Property; and

WHEREAS, the Township requires, through the implementation of the O&M Plan, that stormwater management BMPs and conveyances, as required by said O&M Plan and the Township's Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Landowner, its administrators, executors, successors in interest, heirs, and assigns.

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 design plans and specifications as approved by the Township, which are identified as follows:

Titled _____,

Dated _____ Last revised _____.

3. The Landowner shall inspect, operate and maintain the BMP(s) and Conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved O&M Plan. The notes from the O & M Plan which establish the specific instruction and maintenance requirements are attached hereto as Exhibit B and made a part hereof.

4. The Landowner hereby grants permission to the Township, 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 O&M Plan and the Township's Stormwater Management Ordinance. Whenever possible, the Township shall notify the Landowner prior to entering the Property.

5. The Township intends to inspect the BMP(s) and Conveyance(s) a minimum of once every two (2) years to determine if they continue to function as required and designed. The Landowner shall reimburse the Township for the cost of the inspection which cost shall be established by resolution of the Board of Supervisors.

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

- a. Modify, remove, fill, landscape, alter or impair the effectiveness of any BMP or Conveyance that is constructed as part of the approved O&M 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 O&M Plan or this Agreement; and
- d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, swimming pool additives, household chemicals, and automotive fluids to directly or indirectly enter any BMP or Conveyance.

7. In the event that the Landowner fails to operate and maintain the BMP(s) and conveyance(s) as shown on the O&M Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the Stormwater Ordinance, and the Landowner agrees that the Township 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 Township 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 Township.

8. In the event that the Township, 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 Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

9. 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.

10. The Landowner, for itself and its executors, administrators, assigns, heirs, and other successors in interest, hereby releases and shall release the Township'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 Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township 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 Township, or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township'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 Township, including attorneys, regarding said damages, judgments or claims.

11. The Township 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 Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.

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

13. 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.

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

15. 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.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

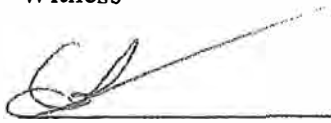
LANDOWNER




Witness

BY: 

Name: Stephen Bruhns



Witness

BY: 

Name: Kim Bruhns

Attest:

TOWNSHIP

EAST GOSHEN TOWNSHIP

Derek Davis, Secretary

BY: _____
Chairman
Board of Supervisors

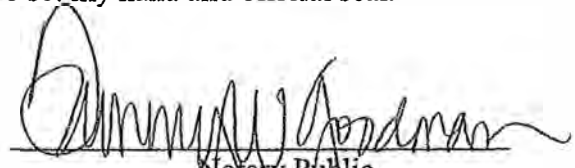
COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER :

On this, the 12 day of January, 2023, before me, the undersigned officer, personally appeared Stephen's Kimberly Bruhos, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
TAMMY W GOODMAN - Notary Public
Chester County
My Commission Expires December 21, 2025
Commission Number 1411360

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER

:

On this, the _____ day of _____, 20____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the **Chairman of the Board of Supervisors of East Goshen Township**, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

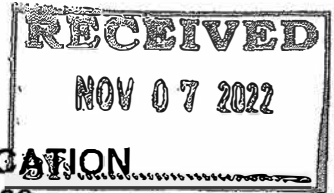
Notary Public

My Commission Expires:



EAST GOSHEN TOWNSHIP
STORMWATER MANAGEMENT PERMIT APPLICATION

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-610-692-7171 FAX (610)-692-8950 www.eastgoshen.org



Date: 11/4/22 Tax Parcel No.: 53 - 2-20-27

Property Owner: Stephen & Kim Bruhns

Property Address: 35 Meadow Creek Road - Malvern, PA 19355

Telephone Number: 610-520-9838 Fax Number: _____

Email Address: gbkane@rkabuilders.com

Contractor Name: Ranieri & Kerns Assoc LLC Email Address: gbkane@rkabuilders.com

Telephone Number: 610-520-9838 Fax Number: 484-653-5942

Area of Lot (square feet): 9476 Area of proposed new impervious coverage (square feet): 474

Area of impervious coverage (square feet) added to the property since 10/22/2003: 0

Cumulative area of impervious coverage (area added since 10/22/2003 + proposed area): 474

ALL NEW IMPERVIOUS COVERAGE PROPOSED SHALL REQUIRE STORMWATER MANAGEMENT FACILITIES TO MANAGE THE INCREASED STORMWATER AS PER §195 OF THE TOWNSHIP CODE ADOPTED ON 19 NOVEMBER 2013 AND EFFECTIVE ON JANUARY 1, 2014.

IMPERVIOUS COVERAGE IS: BUILDING ADDITIONS, DRIVEWAYS, PATIOS, DECKS, SHEDS, ETC.

DESIGN CRITERIA:

Is the cumulative area of impervious coverage (Noted Above) greater than 2,000 square feet?

- ☒ No Go to Step One
☐ Yes Go to Step Six

Step One: Is the new impervious coverage a result of a new storage shed to be placed on the property with an area of 240 sq. ft. or less?

- ☐ No Go to Step Two.
☒ Yes The storm water from this area of new impervious coverage shall be managed on site by the use of a stone base, a minimum of 6" deep, which extends at least one foot from the structures' drip edges. (*See attached detail; A.4*)

Step Two: Is the increase in impervious coverage a result of a new deck?

- ☒ No Go to Step Three.
☐ Yes The storm water from this new impervious coverage can be managed on site with the use of a stormwater management feature such as those shown in *Fig. A.3. or A.5.*

Step Three: Is the new (proposed) impervious coverage greater than 500 square feet?

- ☒ No Go to Step Four.
☐ Yes Go to Step Five.

East Goshen Township Stormwater Management Application

Step Four: On site storm water management can be done without the consultation of an engineer.

(Impervious Cover is less than 500 sq. ft.)

An infiltration trench, of the size specified by the township is required for this project (see **Fig. A.3**). The applicant shall prepare and submit a plot plan (sketch) of the property indicating the location of the project and the location of the infiltration trench. A permit fee will be charged to the applicant for inspections required for the storm water facility.

Step Five: Simplified Approach (impervious coverage is greater than 500 sq ft.)

An infiltration trench, of the size specified, is required to manage stormwater from the new proposed impervious cover associated with this project (see **Fig. A.3**). The applicant shall prepare and submit plans and documents as identified in **Appendix A** of the Stormwater Management Ordinance. A permit fee will be charged to the applicant for inspections required for the storm water facility. **Submit the "Stormwater management practices operation, maintenance and inspection plan agreement" with your application (Separate Document, must be Signed and Notarized). This agreement and the plans for the stormwater facility shall be recorded with the Chester County Recorder of Deeds. All costs associated with recording will be the responsibility of the property owner.**

Step Six: (impervious coverage is greater than 2,000 sq ft.)

A full stormwater drainage plan and calculations shall be required as per Article 4 of the Stormwater Management Ordinance. The applicant is responsible for establishing an escrow account with the Township in the amount of \$2,000 to cover the cost of the plan review and any special inspections required for the project.

NOTE: APPLICATION MUST BE SIGNED BY THE PROPERTY OWNER AND CONTRACTOR.

Stormwater management permits are subject to applicable fees, payable at the time of issue.

We hereby acknowledge that we have read this application and state that the information provided is correct and agree to maintain the stormwater system and comply with all provisions of the East Goshen Township Stormwater Management Ordinance applicable to this stormwater management system and the property.



Signature of Property Owner


Signature of Contractor

11/4/2022
Date
11/4/22
Date

APPLICATION IS INCOMPLETE IF NOT SIGNED BY THE PROPERTY OWNER AND CONTRACTOR

ZONING DISTRICT: R-2 - LOW DENSITY SUBURBAN RESIDENTIAL

* EXISTING NON-CONFORMITY

THE SUBJECT PROPERTY WAS DEVELOPED UNDER THE REQUIREMENTS OF THE EAST GOSHEN TOWNSHIP ZONING ORDINANCE DATED 09/20/1983, THE SUBDIVISION AND LAYOUT DEVELOPMENT ORDINANCE OF EAST GOSHEN TOWNSHIP DATED 09/20/1988, AND CONDITIONS STATED IN THE 10/13/1997 CONDITIONAL USE APPROVAL.

REFER TO EAST GOSHEN TOWNSHIP ZONING ORDINANCE FOR ANY ADDITIONAL REGULATIONS THAT MAY APPLY.

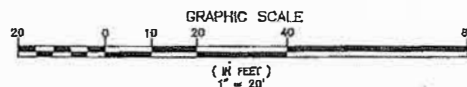
	EXISTING	TO BE REMOVED	PROPOSED	TOTAL
SHEDDING	3,391 S.F.		70 S.F.	3,461 S.F.
PORCHES	117 S.F.	37 S.F.		80 S.F.
SHED			120 S.F.	120 S.F.
DRIVEWAY	1,740 S.F.		280 S.F.	2,020 S.F.
FRONT WALK	365 S.F.	365 S.F.	381 S.F.	361 S.F.
REAR PATIO	700 S.F.			700 S.F.
POOL PATIO	1,977 S.F.	218 S.F.	297 S.F.	2,058 S.F.
DECK STEPS	78 S.F.	78 S.F.	92 S.F.	92 S.F.
POOL/HOT TUB/WATERFALL	985 S.F.	50 S.F.		915 S.F.
WALLS	129 S.F.			129 S.F.
PAVS	14 S.F.			14 S.F.
TOTAL	9,476 S.F.	748 S.F.	1,220 S.F.	9,950 S.F.
IMPROVED INCREASE = 474 S.F.				

IMPERVIOUS INCREASE = 474 S.F.

THE APPLICANT PROPOSES TO CONSTRUCT A BUILDING ADDITION, REPLACE THE FRONT WALKWAY AND DECK STEPS AND MAKE POOL FANNO IMPROVEMENTS AT THEIR PROPERTY LOCATED AT 35 MEADOW CREEK LANE IN EAST GOSHEN TOWNSHIP CHESTER COUNTY. THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF MEADOW CREEK LANE, SOUTH OF ITS INTERSECTION WITH NORTH CHESTER ROAD (ROUTE 332).

THE PLAN PROPOSES APPROXIMATELY 474 S.F. OF NEW IMPERVIOUS COVER.

THE PROPOSED SUBSURFACE INFILTRATION BED CONTROLS 640 S.F. OF EXISTING ROOF AREA AND IS DESIGNED TO CONTROL 1" OF RUNOFF (640/12=54 C.F.) FROM THE IMPERVIOUS AREA. IN ADDITION, STONE IS PROPOSED AROUND THE PROPOSED SHED TO CONTROL A PORTION OF THE RUNOFF FROM THE SHED'S ROOF AREA.



PROPERTY BOUNDARY
 ADJUNCT BOUNDARY
 RIGHT-OF-WAY
 BUILDING SETBACK LINE
 EASEMENT LINE
 EXISTING CURB
 EXISTING EDGE OF PAVING
 EXISTING EDGE OF DRIVEWAY
 EXISTING FENCE
 EXISTING 10' CONTOUR
 EXISTING 2' CONTOUR
 EXISTING SANITARY MAIN
 EXISTING SANITARY LATERAL
 EXISTING WATER MAIN
 EXISTING GAS LINE
 EXISTING UNDERGROUND ELECTRIC LINE
 EXISTING STORM PIPE
 PROPOSED DRIVEWAY AREA
 UNIT OF DISTURBANCE
 (6,530 S.F. (0.15 ACRES))
 10' SILT FENCE
 12' COMPOST FILTER SOCK
 PROPOSED UNDERGROUND ELECTRIC LINE

SOILS DESCRIPTIONS (WITHIN PROJECT AREA)						
SYMBOL	DESCRIPTION	DEPTH TO RESTRICTIVE FEATURE	NATURAL DRAINAGE CLASS	DEPTH TO WATER TABLE	HYDROLOGIC SOIL GROUP	HYDRO SOIL RATING
Gg8	OPENFIELD SILTY LOAM 3-14% SLOPES	MORE THAN 60"	WELL DRAINED	MORE THAN 60"	B	NO

SOILS INFORMATION TAKEN FROM UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCE CONSERVATION SERVICE, WEBB SOIL SURVEY.

BY Deane J. Brody II
PA CERT # 000560 DATE 2-1-2023
PERMIT #

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, MAINTENANCE, AND
MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL AND RELATED ITEMS ON THE PLANS. UNTIL
THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED.
AFTER EACH STORM EVENT, THE CONTRACTOR SHALL INSPECT ALL EROSION AND SEDIMENTATION
CONTROL MEASURES AND REPAIR OR REPLACE AS NECESSARY. AFTER EACH STORM EVENT AND ON A
WEEKLY BASIS, THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH THE PROVISIONS OF APPROPRIATE
FEDERAL, STATE, AND LOCAL REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
PROTECTION, SUPPORT, C. PROTECTION OF NATURAL RESOURCES, ARTICLE III, WATER RESOURCES; CHAPTER 10,
EROSION CONTROL. SHOULD UNFORTHSEEEN DRAINAGE CONDITIONS DEVELOP DURING CONSTRUCTION,
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING SUCH CONDITIONS AS NECESSARY TO
ADJUST PROPERTIES AS A RESULT OF INCREASED RUNOFF AND/OR SEDIMENT DISCHARGEMENT.
SOURCES OF MATERIALS FOR USE AS CONTROL MEASURES SHALL BE HELD IN READINESS TO INSTALL.

ANTICIPATED START OF CONSTRUCTION: FALL 2022
ANTICIPATED COMPLETION OF CONSTRUCTION: SPRING 2023

1. ALL EARTH DISTURBANCE ACTIVITY SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH SEQUENCE SHALL BE COMPLETED BEFORE ANY FOLLOWING STAGE IS INITIATED.
2. CLEARLY MARK THE LIMIT OF DISTURBANCE. NO CONSTRUCTION ACTIVITY OR TRAFFIC SHOULD BE PERMITTED OUTSIDE THE LIMIT OF DISTURBANCE.
3. FIELD MARK ALL UTILITY SERVICE LINES AND LATERALS AND DISCONNECT OR PROTECT THE LINES AND LATERALS AS NECESSARY.
4. INSTALL TEMPORARY SILT FENCE AS SHOWN ON THE PLAN AND IN THE DETAILS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SILT OR SEDIMENT THAT REACHES THE OR ANY ADJACENT ROAD AS A RESULT OF THIS CONSTRUCTION TO BE REMOVED IMMEDIATELY.
5. DEMOLISH / REMOVE ANY EXISTING FEATURES NOTED ON THE PLAN.
6. CLEAN AND GRUB ONLY THE AREAS NECESSARY FOR CONSTRUCTION OF THE IMPROVEMENTS ON THE LOT.
7. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH PA DEP SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA CODE 26.01, 26.02, 26.03, 26.04 AND 26.07. ET SOLID BUILDING MATERIALS, WASTES, OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCARDED AT THE SITE.
8. STRIP AND STOCKPILE TOPSOIL AT THE LOCATION SHOWN ON THE PLAN. TOPSOIL STORAGE PILES ARE TO BE COMPLETELY SURROUNDED WITH SILT FENCE AND SHALL NOT EXCEED 35 FEET WITH SLOPE 2:1 OR FLATTER.
9. BEGIN CONSTRUCTION OF PROPOSED SOLE IMPROVEMENTS.
10. ROUTINE END-OF-DAY CHECKS AND CHECKS FOLLOWING WIND STORMS SHALL BE REQUIRED DURING CONSTRUCTION TO ENSURE EROSION AND SEDIMENT CONTROL MEASURES ARE WORKING PROPERLY.
11. PROCEED WITH CONSTRUCTION TO COMPLETION INCLUDING ANY UTILITIES.
12. AS CONSTRUCTION ALLOWS, CONSTRUCT SUBSURFACE INFILTRATION BED, INSTALL STORM PIPING.
13. FINE GRADE ALL DISTURBED AREAS AND REDISTRIBUTE TOPSOIL. SEED AND STABILIZE ALL DISTURBED AREAS.
14. EROSION AND SEDIMENTATION CONTROL MEASURES MUST BE PROPERLY MAINTAINED. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AFTER EACH RUNOFF EVENT AND AT A MINIMUM ON A WEEKLY BASIS. ALL PREVENTATIVE AND CORRECTIVE MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMEDIATING AND RETENING, MUST BE PERFORMED IMMEDIATELY.
15. AFTER FINAL LOT STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENTATION CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE CONTROLS MUST BE STABILIZED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, STABILIZATION AND MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROLS AND RELATED ITEMS SHOWN ON THE PLANS.

UNTIL THE SITE IS FULLY STABILIZED, ALL EROSION AND SEDIMENTATION CONTROLS MUST BE PROPERLY MAINTAINED. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL CONTROLS AFTER EACH STORM AND ON A WEEKLY BASIS.

NOTE:

SEDIMENT BARRIERS (I.E. SILT FENCE) SHALL BE INSTALLED BELOW ALL AREAS DISTURBED FOR THE ESTABLISHMENT OF LAWNS AND SHALL BE MAINTAINED UNTIL THE LAWN HAS BEEN PERMANENTLY STABILIZED.

I ACKNOWLEDGE THAT ANY REVISION TO THE APPROVED SWM SITE PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE MUNICIPALITY AND THAT A REVISED EROSION AND SEDIMENT CONTROL PLAN SHALL BE SUBMITTED TO, AND APPROVED BY, THE CONSERVATION DISTRICT OR MUNICIPALITY (AS APPLICABLE) FOR A DETERMINATION OF ADEQUACY PRIOR TO CONSTRUCTION OF THE REVISED FEATURES

APPLICANT _____ DATE _____

I, MICHAEL J. VASTARIS, P.E., ON THIS DATE, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THAT THE SWM SITE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE EAST COAST TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.

SIGNATURE _____ DATE _____



MICHAEL J. HUSTON, P.E.



WALSHEIM, PA 2019

VASTARDIS
CONSULTING ENGINEERS, LLC

STEPHEN AND KIM BRUHNS
35 MEADOW CREEK LANE

EAST GOSHEN TOWNSHIP • CHESTER COUNTY • PENNSYLVANIA

PERMIT PLAN

SHEE
2

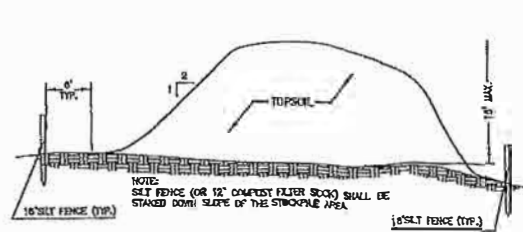
EROSION CONTROL GENERAL NOTES

- ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS (SHOWN, SIGNED AND DATED BY THE REVIEWING AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.
- AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL WRITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE LOCAL OFFICIALS, THE E&S PLAN PREPARED, THE PCSM PLAN PREPARED, THE LICENSED PROFESSIONAL RESPONSIBLE FOR OVERSIGHT OF CRITICAL STAGES OF IMPLEMENTATION OF THE PCSM PLAN, AND A REPRESENTATIVE FROM THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.
- AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNDISTURBED, THE PERKINS/DANA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
- ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT, THE DEPARTMENT OR THE APPROPRIATE REVIEWING AGENCY PRIOR TO IMPLEMENTATION.
- AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.
- CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BAPS SPECIFIED BY THE BAP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.
- AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND/OR FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
- TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S) SHOWN ON THE PLAN MAP(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE COVERED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2:1H OR FLATTER.
- IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT, THE REGIONAL OFFICE OF THE DEPARTMENT OR THE APPROPRIATE REVIEWING AGENCY.
- ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 P.A. CODE 240.1 ET SEQ., 271.1, AND 287.1 ET SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCARDED AT THE SITE.
- ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM PP-011 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL ATTRIBUTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT COMPLYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
- ALL FILLING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS.
- VEHICLES AND EQUIPMENT MAY NOT ENTER DIRECTLY NOR EXIT DIRECTLY FROM THE PROJECT SITE ON TO ANY ROAD.
- UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BAPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BAPS AFTER EACH RAINFALL EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND RESTORATIVE MAINTENANCE WORK, INCLUDING CLEAN UP, REPAIR, REPLACEMENT, REPAIRS, RESEEDING, REGRADING AND REINSTATEMENT MUST BE PERFORMED IMMEDIATELY. IF THE E&S BAPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BAPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
- A LOG SHOWING DATES THAT E&S BAPS WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
- SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORKDAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEEP INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
- ALL SEDIMENT REMOVED FROM BAPS SHALL BE DISPOSED OF IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS.
- AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES --- 5 TO 12 INCHES ON COMPACTED SOILS --- PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUT SLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.
- ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED RISKS. PRIOR TO PLACEMENT OF SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
- ALL EXISTING FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
- FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOIL, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
- FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
- FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
- SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
- ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. ON SLOPES IN CONTACT BEDROCK AND ROCK FILLS MUST NOT BE VEGETATED, SEEDS AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE STANDARDS OF THIS PLAN.
- IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING PERIODS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
- PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SOCKS SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.
- E&S BAPS SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BAP APPROVED BY THE LOCAL CONSERVATION DISTRICT, THE DEPARTMENT OR THE APPROPRIATE REVIEWING AGENCY.
- UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL CONSERVATION DISTRICT OR THE APPROPRIATE REVIEWING AGENCY FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF THE E&S BAPS.

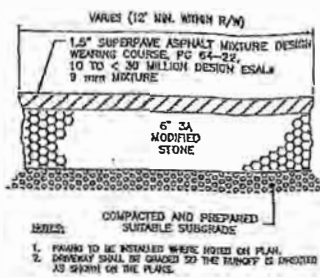
- AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BAPS MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT BAPS. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BAPS SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID VEGETATION OF DISTURBED AREAS, SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.
- UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL CONSERVATION DISTRICT OR THE APPROPRIATE REVIEWING AGENCY TO SCHEDULE A FINAL INSPECTION.
- FAILURE TO CORRECTLY INSTALL E&S BAPS, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BAPS MAY RESULT IN ADMINISTRATIVE CIVIL AND/OR CRIMINAL PENALTIES BEING IMPOSED BY THE DEPARTMENT AS DEFINED IN SECTION 502 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.

ADDITIONAL MAINTENANCE NOTES (IF APPLICABLE)

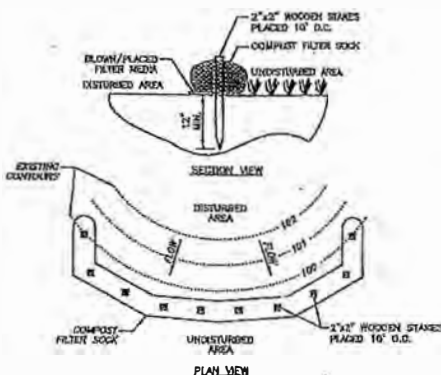
- CONCRETE WASH WATER SHALL BE HANDLED IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS. IN NO CASE SHALL IT BE ALLOWED TO ENTER ANY SURFACE WATERS OR GROUNDWATER SYSTEMS.
- ALL CHANNELS SHALL BE KEPT FREE OF OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO FILL, ROCKS, LEAVES, WOODY DEBRIS, ACCUMULATED SEDIMENT, EXCESS VEGETATION, AND CONSTRUCTION MATERIAL/WASTES.
- UNDERGROUND UTILITIES CUTTING THROUGH ANY ACTIVE CHANNEL SHALL BE IMMEDIATELY BACKFILLED AND THE CHANNEL RESTORED TO ITS ORIGINAL CROSS-SECTION AND PROTECTIVE LINING. ANY BASE FLOW WITHIN THE CHANNEL SHALL BE CONVEYED PAST THE WORK AREA IN THE MANNER DESCRIBED IN THIS PLAN UNTIL SUCH RESTORATION IS COMPLETE.
- CHANNELS HAVING RIPRAP, BED MATRESS, OR GABION LININGS MUST BE SUFFICIENTLY OVER-EXCAVATED SO THAT THE DESIGN DIMENSIONS WILL BE PROMOTED AFTER PLACEMENT OF THE PROTECTIVE LINING.
- SEDIMENT BASINS AND/OR TRAPS SHALL BE KEPT FREE OF ALL CONSTRUCTION WASTE, WASH WATER, AND OTHER DEBRIS HAVING POTENTIAL TO CLOG THE BASIN/TRAP OUTLET STRUCTURES AND/OR POLLUTE THE SURFACE WATERS.
- SEDIMENT BASINS SHALL BE PROTECTED FROM UNAUTHORIZED ACTS BY THIRD PARTIES.
- ANY DAMAGE THAT OCCURS IN WHOLE OR IN PART AS A RESULT OF BASH OR TRAP DISCHARGE SHALL BE IMMEDIATELY REPAIRED BY THE PERMITEE IN A PERMANENT MANNER SATISFACTORY TO THE MUNICIPALITY, LOCAL CONSERVATION DISTRICT, AND THE OWNER OF THE DAMAGED PROPERTY.
- UPON REQUEST, THE APPLICANT OR HIS CONTRACTOR SHALL PROVIDE AN AS-BUILT (REVISED DRAWING) FOR ANY SEDIMENT BASIN OR TRAP TO THE MUNICIPAL INSPECTOR, LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.
- EROSION CONTROL BLANKETING SHALL BE INSTALLED ON ALL SLOPES 2:1H OR STEEPER WITHIN 50 FEET OF A SURFACE WATER AND ON ALL OTHER DISTURBED AREAS SPECIFIED ON THE PLAN MAPS AND/OR DETAIL SHEETS.
- FILL MATERIAL FOR EMBANKMENTS SHALL BE FREE OF ROOTS, OR OTHER WOODY VEGETATION, ORGANIC MATERIAL, LARGE STONES, AND OTHER OBJECTIONABLE MATERIALS.



TYPICAL TOPSOIL STOCKPILE
NOT TO SCALE



DRIVEWAY PAVING SECTION DETAIL
NOT TO SCALE



COMPOST FILTER SOCK DETAIL
NOT TO SCALE

TEMPORARY SEEDING AND MULCHING REQUIREMENTS

- TEMPORARY SEEDING SHALL BE DONE IN ALL AREAS WHERE NO ACTIVE WORK WILL BE PERFORMED AND DISTURBED AREA OR WHICH ACTIVITY HAS CEASED MUST BE SEED AND MULCHED IMMEDIATELY.
- DURING NON-GERMINATING PERIODS, ONLY MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. AREAS MULCHED DURING THE NON-GERMINATING PERIODS MUST BE UNMULCHED, RESEED, AND MULCHED FOLLOWING THE END OF THE NON-GERMINATING PERIODS.
- DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE (1) YEAR MAY BE SEED AND MULCHED WITH A QUICK GROWING TEMPORARY SEED MIXTURE.
- DISTURBED AREAS WHICH ARE AT FINISHED GRADE OR WILL NOT BE REDISTURBED AGAIN WITHIN ONE (1) YEAR MUST BE SEED WITH A PERMANENT SEED MIXTURE AND MULCHED.
- TEMPORARY SEEDING STEPS:
 - APPLY AGRICULTURAL LIMESTONE AT A RATE OF ONE (1) TON PER ACRE (40 POUNDS PER 1000 SQUARE FEET).
 - APPLY 10-10-10 FERTILIZER AT THE RATE OF 500 POUNDS PER ACRE (12.5 POUNDS PER 1000 SQUARE FEET).
 - WORK THE FERTILIZER AND LIMESTONE INTO THE SOIL.
 - UNIFORM THE FOLLOWING SEEDING TYPES, RATES AND THE SCHEDULE:

SEASON	RATE	TYPE
MARCH 1 - JUNE 15	1 LB/1000 SF	ANNUAL RYEGRASS
MAY 15 - SEPT 15	1 LB/1000 SF	SUDAN GRASS
SEPT 15 - OCT 15	1 LB/1000 SF	WINTER RYE
 - APPLY HAY OR STRAW MULCH (PER PERMINT PUBLICATION 408, SECTION 805.2) AT A RATE OF THREE (3) TONS PER ACRE.
- ALL SEED SHALL BE LABELED, DATED AND QUALITY CONSISTENT WITH PERMINT PUBLICATION 408, SECTION 804.2.

PERMANENT SEEDING AND MULCHING REQUIREMENTS

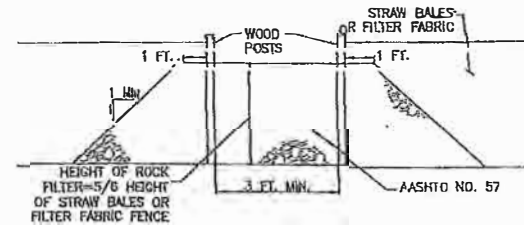
- DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL NOT BE DISTURBED AGAIN WITHIN ONE (1) YEAR MUST BE SEED WITH A PERMANENT SEED MIXTURE AND MULCHED.
- SEEDING SHALL BE DONE DURING PERIODS FROM APRIL 15TH TO OCTOBER 1ST, UNLESS OTHERWISE DIRECTED. IF SEEDING IS DONE AFTER OCTOBER 1ST, DOMINANT SEED MUST BE USED AND DISTURBED AREAS MUST BE MULCHED.
- DISTURBED FINAL GRADED AREAS AND DRAINAGE SWALES WILL BE PERMANENTLY SEED AS FOLLOWS:
 - MULCHING OF 6" OF TOPSOIL SHALL BE SPREAD OVER ALL AREAS TO BE SEED. TOPSOIL SHALL BE FREE OF STONES, STICKS, WASTE MATERIAL AND SHALL BE FREE OF FROZEN GROUND. FROZEN GROUND SHALL NOT BE SPREAD AS TOPSOIL, AND TOPSOIL SHALL NOT BE SPREAD OVER FROZEN GROUND.
 - A SOIL ANALYSIS IS RECOMMENDED, HOWEVER, IN LIEU OF AN ANALYSIS APPLY AGRICULTURAL LIMESTONE AND FERTILIZER AT RATES RECOMMENDED BELOW (OR AS SUGGESTED BY THE SOIL TEST RESULTS (ONE (1) TEST PER 25 ACRES)).

SEASON	RATE	TYPE
MARCH 1 TO JUNE 1 AND AUG 15 TO OCT 1	2 LB/1000 SF	KY31 TALL FESCUE AND RED TOP
OCT 1 TO MARCH 1 AND JUNE 1 TO AUG 1	2 LB/1000 SF	RED TOP*
MARCH 1 TO JUNE 1 AND AUG 15 TO OCT 1	2.5 LB/1000 SF	KY31 TALL FESCUE (80%) AND RYEGRASS (20%)
 - THE LIMESTONE AND FERTILIZER SHALL BE WORKED INTO THE SOIL TO DEPTHS OF 3 TO 4 INCHES.
 - GRASS SHALL NOT BE PLANTED AFTER HEAVY RAIN OR WATERING.
 - ALL SEED USED SHALL BE LABELED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SEED ACT IN EFFECT AT THE TIME OF PURCHASE. NEXT LAYER SHALL NOT EXCEED 10% AND BLUE TAG CERTIFIED SEED SHALL BE SUPPLIED WHENEVER POSSIBLE.
 - SMOOTH AND FIRM SEED BED WITH CULTIPACKER OR SIMILAR EQUIPMENT PRIOR TO SEEDING. APPLY SEED UNIFORMITY BY BROADCASTING, DRILLING OR HYDRO SEEDING. COVER SEEDS WITH 1/2" OF SOIL WITH SUITABLE EQUIPMENT.
 - APPLY HAY OR STRAW MULCH (PER PERMINT PUBLICATION 408, SECTION 805.2) AT A RATE OF THREE (3) TONS PER ACRE.
 - UTILIZE THE FOLLOWING SEEDING TYPES, RATES AND TIME SCHEDULE:

SEASON	RATE	TYPE
MARCH 1 TO JUNE 1 AND AUG 15 TO OCT 1	2 LB/1000 SF	KY31 TALL FESCUE AND RED TOP
OCT 1 TO MARCH 1 AND JUNE 1 TO AUG 1	2 LB/1000 SF	RED TOP*
MARCH 1 TO JUNE 1 AND AUG 15 TO OCT 1	2.5 LB/1000 SF	KY31 TALL FESCUE (80%) AND RYEGRASS (20%)



OUTLET CROSS-SECTION
NOT TO SCALE

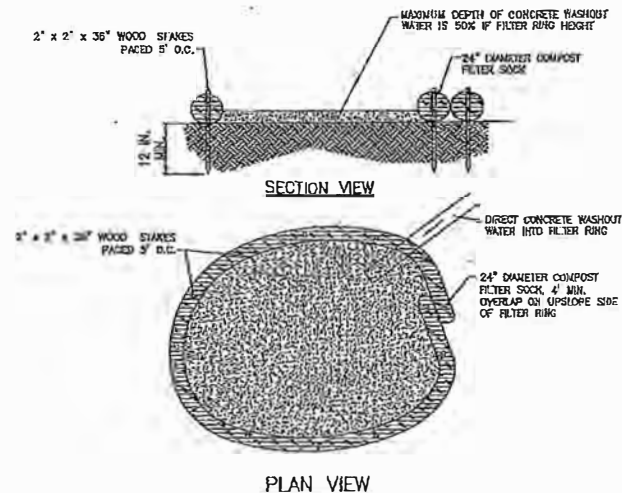


UP-SLOPE FACE
NOT TO SCALE

NOTES:

- A ROCK FILTER OUTLET SHALL BE INSTALLED WHERE FAILURE OF A SILT FENCE OR STRAW BALE BARRIER HAS OCCURRED DUE TO CONCENTRATED FLOW. ANCHORED COMPOST LAYER SHALL BE USED ON UPSLOPE FACE IN HQ AND EV WATERSHEDS.
- SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH 1/3 THE HEIGHT OF THE OUTLET.

ROCK FILTER OUTLET
NOT TO SCALE

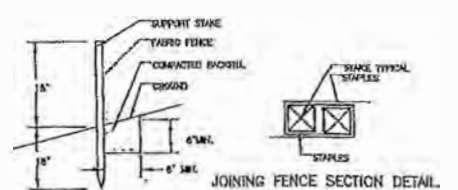


PLAN VIEW
NOT TO SCALE

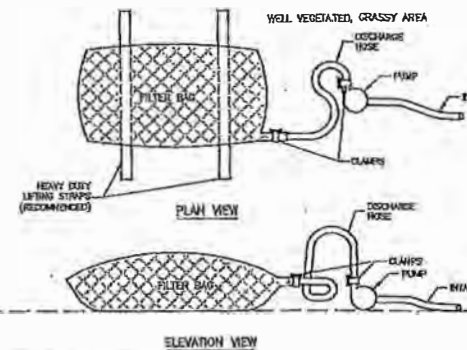
NOTES:

- A SUITABLE IMPERVIOUS GROUNDWATER SHALL BE PLACED AT THE LOCATION OF THE WASHOUT PRIOR TO INSTALLING THE SOCKS.
- INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE.
- 18" DIAMETER FILTER SOCK MAY BE STAKED ON PYRAMIDAL CONSTRUCTION FOR ADDED UPHOLD.
- CONCRETE WASHOUT PRECIPITATION, TREATMENT, AND DISPOSAL OF MATERIALS FROM CONCRETE TRUCK CHUTES, HAWK LADERS, AND/OR OTHER EQUIPMENT IS TO BE SEPARATED BY A SCREEN AND PLACED IN APPROPRIATE BINS TO BE HANDLED FOR RETURN TO THE READY MIX PLANT ALONG WITH ANY UNUSED CONCRETE. UNUSED WET CONCRETE CANNOT BE DUMPED ON DIRT GROUND TO HARDSHIP DISUSE. BECAUSE THIS PRACTICE CAN NEGATIVELY IMPACT GROUNDWATER AND SURFACE WATER.

COMPOST SOCK CONCRETE WASHOUT
NOT TO SCALE



STANDARD FILTER FABRIC FENCE
(18" HIGH)
NOT TO SCALE



PLAN VIEW
NOT TO SCALE

PROPERTY	TEST METHOD	MINIMUM STANDARD
AVG. WIDE WIDTH STRENGTH	ASTM D-4684	60 LB/IN
GRAB TENSILE	ASTM D-4632	205 LB
PLANTURE	ASTM D-4633	110 LB
MULLEN BURST	ASTM D-3706	350 PSF
UV RESISTANCE	ASTM D-4355	70%
AGE RETAINED	ASTM D-4751	60 SEVE

- LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-POSSIBLE DEGRADABLE MATERIAL. BAGS WITH HIGH TENSILE STRENGTH, STITCHED 1/2" TIGHT SEAMS, THEY SHALL BE CAPABLE OF TREATING FLOW RATES UP TO 150 GPM. BAGS SHALL BE MADE FROM WASTE SUBSTITUTES THAT MEET THE FOLLOWING CRITERIA:
- BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE INTO SINK. DISCHARGE AREA SHALL BE NOT POSSIBLE. A GROUNDWATER MONITORING AND FLOW PUMP SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER SOCKS TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 3:1. BAGS DISCHARGING IN CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTIVE MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.
- NO DISCHARGE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST EROSION OR CONCRETE TRUCK CHUTES, HAWK LADERS, AND/OR OTHER EQUIPMENT IS TO BE SEPARATED BY A SCREEN AND PLACED IN APPROPRIATE BINS TO BE HANDLED FOR RETURN TO THE READY MIX PLANT ALONG WITH ANY UNUSED CONCRETE. UNUSED WET CONCRETE CANNOT BE DUMPED ON DIRT GROUND TO HARDSHIP DISUSE. BECAUSE THIS PRACTICE CAN NEGATIVELY IMPACT GROUNDWATER AND SURFACE WATER.
- THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS REQUIRED FOR THIS PURPOSE.
- THE PUMPING RATE SHALL BE NO GREATER THAN 250 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE PLUMBING AND NOT REMOVABLE.
- FILTER BAGS SHALL BE INSPECTED ONLY IF ANY PROBLEM IS DETECTED. PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

PUMPED WATER FILTER BAG
NOT TO SCALE

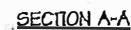
EAST GOSHEN TOWNSHIP
DRAWING REVIEWED AND APPROVED
FOR UNIFORM CODE CONSTRUCTION COMPLIANCE
BY *Deane J. Brody*
PA CERT # 000580 DATE *2-1-2023*
PERMIT # *22049*

1	12/12/2022	KEYSED PER TOWNSHIP REVIEW	KEYSED
DATE			
<p>VASTARDIS CONSULTING ENGINEERS, LLC 28 HANCOCK LANE, EPHRATA, PA 17825 PH: 717-834-1111 FAX: 717-834-1112</p>			
<p>STEPHEN AND KIM BRUHNS 35 MEADOW CREEK LANE EAST GOSHEN TOWNSHIP • CHESTER COUNTY • PENNSYLVANIA</p>			
DESIGNED BY	CHECKED BY	DATE	SCALE

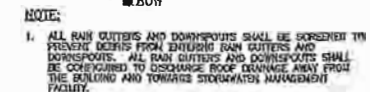
1. INSTALLATION OF INFILTRATION BED SHALL BE INSPECTED BY THE TOWNSHIP SITE INSPECTOR OR ENGINEER. INSPECTOR MUST BE NOTIFIED 96 HOURS (4 BUSINESS DAYS) IN ADVANCE OF INSTALLATION.
2. AFTER THE PAVING OF THE STONE IN THE INFILTRATION BED, THE CONTRACTOR OR PROPERTY OWNER SHALL PLACE A TEST PIT 2' BELOW THE BED BOTTOM TO ENSURE THAT BEDROCK AND/OR GROUNDWATER ARE NOT PRESENT IN THIS ZONE. IN THE EVENT THAT GROUNDWATER AND/OR GROUNDWATER WITH A HIGH CHLORIDE CONTENT IS DETECTED, THE BED SHALL BE RELOCATED AND REDESIGNED BEFORE CONSTRUCTION MAY CONTINUE.
3. EXCAVATION FOR THE INFILTRATION BED SHALL BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO EXISTING UTILITIES.
4. THE INFILTRATION BED SHALL BE KEPT CLEAN OF SOIL AND SEDIMENT DURING THE INSTALLATION PROCESS. IF INSPECTION INDICATES THAT SOIL HAS ENTERED THE INFILTRATION BED, APPROPRIATE MEASURES SHALL BE TAKEN TO REMOVE THE SOIL. THE SOIL SHALL BE REUSED, OR ETC. AND REPLACEMENT OF THE FABRIC AND STONE) SHALL BE REQUIRED.
5. AFTER THE INFILTRATION BED IS COMPLETELY INSTALLED, ALL HEAVY CONSTRUCTION EQUIPMENT SHALL BE RESTRICTED FROM THE INFILTRATION BED TO ALLOW IT TO CURE. IF THE INFILTRATION BED IS DAMAGED, AT THE EVENT ANY IMPACTS COMPROMISE THE FUNCTIONALITY OF THE INFILTRATION BED, IT MUST BE IMMEDIATELY REPAIRED OR REPLACED TO MEET THE SPECIFICATIONS.

NET IMPERVIOUS INCREASE 474 S.F.
CONTROLLED ROOF AREA 640 S.F.
REQUIRED STORAGE VOLUME 53 C.F. (640/12)
(1" OF RUNOFF FROM IMPERVIOUS AREA)
PROVIDED STORAGE VOLUME 57 C.F. (12'x16'x2' DEEP x 0.40 VOID RATIO)

1. DURING THE CONSTRUCTION, THE INFILTRATION FACILITY SHALL BE PROTECTED FROM COMPACTION DUE TO HEAVY EQUIPMENT OPERATION OR STORAGE OF FILL OR CONSTRUCTION MATERIAL AND SHALL ALSO BE PROTECTED FROM SERMENTATION. AREAS THAT ARE ACCIDENTALLY CONTACTED OR GRADED SHALL BE REBATED TO BEST PRACTICE CONDITION AND POROSITY. ADEQUATE DOCUMENTATION TO THE EFFECT SHALL BE SUBMITTED TO THE MUNICIPAL ENGINEER FOR REVIEW. THE INFILTRATION FACILITY SHALL NOT RECEIVE RUNOFF UNTIL THE CONTRIBUTORY BASIN AREA HAS BEEN PROTECTED FROM EROSION.
2. APPROPRIATE, PERMANENT MEASURES, AS SHOWN ON THE PLAN, SHALL BE IMPLEMENTED TO PROTECT THE INFILTRATION FACILITY FROM SEDIMENT LOADS RUNOFF ENTERING IT.
3. THE FOLLOWING PROCEDURES AND MATERIALS SHALL BE REQUIRED DURING THE CONSTRUCTION OF THE INFILTRATION FACILITY:
 - a. EXCAVATION FOR THE INFILTRATION FACILITY SHALL BE PERFORMED WITH EQUIPMENT THAT WILL NOT COMPACT THE BOTTOM OF THE FACILITY.
 - b. THE BOTTOM OF THE INFILTRATION FACILITY SHALL BE SCOURED PRIOR TO THE PLACEMENT OF AGGREGATE.
 - c. ONLY CLEAN AGGREGATE WITH DOCUMENTED POROSITY, FREE OF FINES, SHALL BE ALLOWED.
 - d. THE TOP, BOTTOM AND SIDES OF THE INFILTRATION FACILITY SHALL BE COVERED WITH GEOTEXTILE FABRIC. FABRIC SHALL BE NON-WOVEN FABRIC ACCEPTABLE TO THE MUNICIPAL ENGINEER.
 - e. STORMWATER SHALL BE DISTRIBUTED THROUGHTOUT THE ENTIRE INFILTRATION FACILITY AND PROMOSIONS FOR THE COLLECTION OF DEERS SHALL BE PROVIDED AS SHOWN ON THE PLAN.
 - f. ALL DOWNSPUTES CONNECTED TO THE BED SHALL BE PROVIDED WITH DOWNSPUT DEERS HIDEPS.




NOT TO SCALE



HOT TO SCALE



EAST GOSHEN TOWNSHIP
DRAWING REVIEWED AND APPROVED
FOR UNIFORM CODE CONSTRUCTION COMPLIANCE
BY *Doreen J. Bradley*
PA CERT # 000580 DATE 2-7-2023
PERMIT # 222049

12/12/2002		KEYSED TEK TOWNSHIP REVIEW	REVISION
DATE	DATE		
		<h1>VASTARDIS</h1> <h2>CONSULTING ENGINEERS, LLC</h2> <p>28 Harvey Lane Malvern, PA 19355 Phone: 610.264.1143 Fax: 610.264.2949</p>	
PLAN PREPARED FOR:			
<p>STEPHEN AND KIM BRUHNS 35 MEADOW CREEK LANE</p>			
<p>EAST COCHEN TOWNSHIP • CHESTER COUNTY • PENNSYLVANIA</p>			
<p>NOTES AND DETAILS</p>			

MEMO

Date: April 25, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Resolution 2023-08 America 250 PA

America250PA was formed to celebrate the 250th birthday of the United States in 2026 and Pennsylvania's leading role in commemorating this event. The Pennsylvania State Association of Township Supervisors (PSATS) is requesting that townships show their support for this initiative through a resolution.

DRAFT MOTION: Mr. Chairman, I move we pass Resolution 2023-08, supporting *the Pennsylvania Commission for the United States Semiquincentennial*, also known as America250PA.

**THE BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-08

**A RESOLUTION SUPPORTING THE PENNSYLVANIA
COMMISSION FOR THE UNITED STATES
SEMIQUINCENTENNIAL (AMERICA250PA)**

WHEREAS, the Pennsylvania General Assembly and Governor Wolf created the Pennsylvania Commission for the United States Semiquincentennial (America250PA) in 2018 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States in 2026 and Pennsylvania's integral role in that event, and the impact of its people on the nation's past, present and future; and

WHEREAS, America250PA hopes to engage all citizens of the Commonwealth, bring the Commonwealth's history into the conversation so Pennsylvanians can better understand the origins and multiple perspectives of issues facing our Commonwealth and nation today, and use history to encourage and inspire future leaders, celebrate the contributions of Pennsylvanians to not only the Commonwealth's history, but also to our Nation's history.

WHEREAS, America250PA wishes to leave a lasting impact on the next generation of Pennsylvanians and to spark an interest which will ignite the drive for them to appreciate all of the triumphs, trials and tribulations which contributed to the Commonwealth for which they are now writing their own history; and

WHEREAS, America250PA will have numerous officially recognized programs, projects, and events over the next five years to inspire future leaders and celebrate all Pennsylvanians' contributions to the United States over the past 250 years.

NOW, THEREFORE, BE IT RESOLVED, that East Goshen Township hereby endorses America250PA and its mission to Educate, Preserve, Innovate and Celebrate the rich history and diversity of the state; and

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the township's state senator and representative and PSATS.

RESOLVED AND ADOPTED this 2nd day of May, 2023.

**BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP**

BY: _____
John Hertzog, Chair

Michael P. Lynch, Vice-Chair

Cody Bright, Member

David E. Shuey, Member

Michele Truitt, Member

ATTEST:

Derek J. Davis, Secretary