

AGENDA
EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 Paoli Pike, 2nd Floor
Tuesday, July 18, 2023
7:00 PM

To Join Zoom Meeting:

Link: <https://us02web.zoom.us/j/89166779603>

Dial In Number: 1 929 205 6099

Meeting ID: 891 6677 9603

During this *hybrid* BOS meeting, public comment will be handled as follows:

- The Zoom public is asked to remain muted during the meeting when the Board is talking.
- If you do not wish to be seen on the Board Room TVs or the YouTube Recording, your camera must be turned off via Zoom.
- In-person public participants will be given the ***first*** opportunity to comment and ask questions on each agenda item that requires a Board vote.
- The Zoom public participants will be given the ***second*** opportunity to comment and ask questions on each agenda item that requires a Board vote.

➤ Zoom participants wishing to comment must raise their hand icon, state their name, and must speak one at a time.

1. Call to Order (7:00 PM)
2. Pledge of Allegiance
3. Moment of Silence

Announce that this meeting is being recorded via Zoom. A recording will be uploaded later to the Township's YouTube channel for viewing.

4. Chairman's Report (7:05 PM to 7:10 PM)
 - a. The board met in executive session prior to this meeting to discuss personnel and legal matters.
 - b. The board met jointly with Westtown Township on June 22nd and July 12th to discuss police contract matters.
5. Emergency Services Reports (7:10 to 7:20 PM)
 - a. WEGO – Chief Brenda Bernot
 - b. [Goshen Fire Co – June 2023](#)
 - c. [Malvern Fire Co – June 2023](#)
 - d. [Good Fellowship – June 2023](#)
 - e. Deputy Fire Marshal –Carmen Battavio
6. Public Hearings - None
7. [Financial Report – As of June 30th, 2023 \(7:20 PM to 7:25 PM\)](#)
8. Approval of Minutes and Treasurer's Report (7:25 PM to 7:30 PM)
 - a. [Minutes – June 6, 2023 and June 20, 2023](#)
 - b. [Treasurer's Report – June 15, 2023 to July 13, 2023](#)
9. Old Business
 - a. [Consideration of Stormwater Ordinance update \(7:30 PM to 7:35 PM\)](#)
 - b. [Authorization for advertisement of Comcast Cable Franchise Agreement Ordinance \(7:35 PM to 7:45 PM\)](#)
10. New Business
 - a. [GIANT Supermarket renovations and work hours \(7:45 PM to 8:00 PM\)](#)

- b. Pipeline Task Force letter to PHMSA Pipeline Safety Eastern Region Office (8:00 PM to 8:10 PM)
- c. Resolution 2023-09, Deer Management Program for the 2023-2024 season (8:10 PM to 8:15 PM)
- d. Escrow release #2 for 706 Hemlock Hill Lane (8:15 PM to 8:20 PM)
- e. O&M Agreement for 927 Linda Vista Drive(8:20 PM to 8:25 PM)
- f. O&M Agreement for 901 Sorrell Hill Drive (8:25 PM to 8: 30 PM)
- 11. Standing Issues/Projects (8:30 PM to 8:40 PM)
 - a. Milltown Dam Project
 - b. Milltown Pocket Park
 - c. Bow Tree Pond
- 12. Any Other Matter
- 13. Public Comment (8:40 PM to 9:00 PM)
- 14. Liaison Reports
- 15. Correspondence, Reports of Interest.
- 16. Adjournment (9:00 PM)

Meetings & Dates of Importance

<i>Date</i>	<i>Meeting</i>	<i>Time</i>
July 20	Futurist Committee - CANCELLED	
July 24	ESAC	6:30pm
July 25	Planning Commission	7:00pm
August 1	Board of Supervisors	7:00pm
August 3	Park & Rec Commission	7:00pm
August 9	Conservancy Board	7:00pm
August 10	Pipeline Task Force	5:30pm
August 14	Municipal Authority	7:00pm
August 15	Board of Supervisors	7:00pm
August 17	Futurist	7:00pm
August 22	Planning Commission	7:00pm
August 28	ESAC	6:30pm
September 4	Township Office Closed	
September 5	Board of Supervisors	7:00pm
September 7	Park & Rec Commission	7:00pm
September 11	Municipal Authority	7:00pm
September 13	Conservancy Board	7:00pm
September 14	Pipeline Task Force	5:30pm
September 19	Board of Supervisors	7:00pm
September 21	Futurist Committee	7:00pm
September 25	ESAC	6:30pm
September 26	Planning Commission	7:00pm
October 3	Board of Supervisors	7:00pm
October 5	Park & Rec Commission	7:00pm
October 9	Township Office Closed	

Goshen Fire Company Monthly Operations Report

June 2023



Monthly Overview

Fire Calls are running 16% above last year, primarily due to increased responses to fire calls, auto accidents, and weather-related calls.

EMS calls are running 7% above last year, primarily due to increased calls in East Goshen and West Goshen.

Preparations are well underway for the 2023 Goshen County Fair, which runs from Monday July 31 to Saturday, August 5.

Fire Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	23	116	144	428	95	52%
West Goshen	23	49	102	282	93	10%
Westtown	7	20	28	74	43	-35%
Willistown	3	11	18	59	22	-18%
Other	13	38	36	140	29	24%
Total - Fire	69	234	328	983	282	16%

Fire Police Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	11	46	50	180	48	4%
West Goshen	16	18	62	134	60	3%
Westtown	2	20	31	119	36	-14%
Willistown	3	11	20	90	20	0%
Other	5	45	34	111	27	26%
Total - Fire Police	37	140	197	634	191	3%

EMS Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	163	264	1060	1720	943	12%
West Goshen	138	191	813	1183	748	9%
Westtown	36	54	195	326	193	1%
Willistown	24	43	131	248	158	-17%
Other	12	19	88	104	98	-10%
Total - EMS	373	571	2287	3581	2140	7%

Total Responses per Municipality	Monthly Responses	Monthly Manhours	YTD 2023 Responses	YTD 2023 Manhours	YTD 2022 Responses	YOY Variance
East Goshen	197	426	1254	2328	1086	15%
West Goshen	177	258	977	1599	901	8%
Westtown	45	94	254	519	272	-7%
Willistown	30	65	169	397	200	-16%
Other	30	102	158	355	154	3%
Total - Goshen Fire Company	479	945	2812	5198	2613	8%

Goshen Fire Company Monthly Operations Report June 2023



Monthly Updates

Key Indicators

Patients Treated	306	
Patients 65 and Over	214	70%
EMS Calls to Assisted Living and Retirement Facilities	155	42%
Automatic Fire/CO Alarms	30	43%

Major Incidents

Dwelling Fire - 1711 Clocktower Drive - East Goshen	6/2/2023
Building Fire - 101 Gordon Drive - Uwchlan	6/8/2023
MVA into Building - 901 Rexton Drive - East Goshen	6/9/2023
Building Fire - 100 Genuardi Circle - West Whiteland	6/12/2023
Water Rescue - Rt 202 NB MM 15.1 - East Whiteland	6/27/2023

Events

Multi-Company Tanker Drill	6/19/2023

Fundraising Activities

Goshen Country Fair - July 31 - August 5
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Personnel Updates

None

Apparatus Updates

None



Goshen Fire Company Monthly Automatic Alarm Report

June 2023

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls This Year	# Calls Last 12 Mos.
6/2/2023	1702 CRICKET LN	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
6/6/2023	1301 E WRIGHTS LN	East Goshen	745 - Alarm system activation, no fire - unintentional	5	8
6/8/2023	60 LINE RD	East Goshen	736 - CO detector activation due to malfunction	1	2
6/13/2023	190 Line RD	East Goshen	744 - Detector activation, no fire - unintentional	2	2
6/15/2023	1536 MILL RACE LN	East Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
6/16/2023	1373 ENTERPRISE DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	2
6/19/2023	619 THORNCROFT DR	East Goshen	736 - CO detector activation due to malfunction	1	1
6/20/2023	934 N CHESTER RD	East Goshen	743 - Smoke detector activation, no fire - unintentional	4	5
6/24/2023	1301 WILSON DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
6/27/2023	901 SARATOGA DR	East Goshen	745 - Alarm system activation, no fire - unintentional	1	1
6/30/2023	1615 E BOOT RD	East Goshen	745 - Alarm system activation, no fire - unintentional	7	10
6/2/2023	1808 COLD SPRINGS DR	West Goshen	744 - Detector activation, no fire - unintentional	1	2
6/5/2023	1035 SAUNDERS LN	West Goshen	735 - Alarm system sounded due to malfunction	1	1
6/15/2023	1207 THISTLEWOOD LN	West Goshen	743 - Smoke detector activation, no fire - unintentional	2	2
6/16/2023	1605 HONEYSUCKLE CT	West Goshen	736 - CO detector activation due to malfunction	1	1
6/19/2023	1234 WOODED WAY	West Goshen	743 - Smoke detector activation, no fire - unintentional	1	1
6/23/2023	1115 WEST CHESTER PIKE	West Goshen	745 - Alarm system activation, no fire - unintentional	1	1
6/23/2023	1050 AIRPORT RD	West Goshen	735 - Alarm system sounded due to malfunction	3	5
6/23/2023	1050 Airport RD	West Goshen	735 - Alarm system sounded due to malfunction	3	5
6/24/2023	1050 Airport RD	West Goshen	735 - Alarm system sounded due to malfunction	3	5
6/25/2023	900 LAWRENCE DR	West Goshen	735 - Alarm system sounded due to malfunction	3	6
6/25/2023	900 LAWRENCE DR	West Goshen	735 - Alarm system sounded due to malfunction	3	6

DATE	ADDRESS	TOWNSHIP	INCIDENT TYPE	# Calls This Year	# Calls Last 12 Mos.
6/29/2023	1130 WEST CHESTER PIKE	West Goshen	745 - Alarm system activation, no fire - unintentional	1	1
6/5/2023	915 HUNT DR	Westtown	730 - System malfunction, other	1	1
6/11/2023	1557 OVERHILL RD	Westtown	733 - Smoke detector activation due to malfunction	1	1
6/14/2023	1100 SHILOH RD	Westtown	745 - Alarm system activation, no fire - unintentional	3	10
6/24/2023	911 HUNT DR	Westtown	744 - Detector activation, no fire - unintentional	1	1
6/28/2023	303 SHAKER LN	Willistown	733 - Smoke detector activation due to malfunction	1	1

28

07-Jul-23

1:54:59 PM

Malvern Fire Company EMS

Monthly Report



June 2023

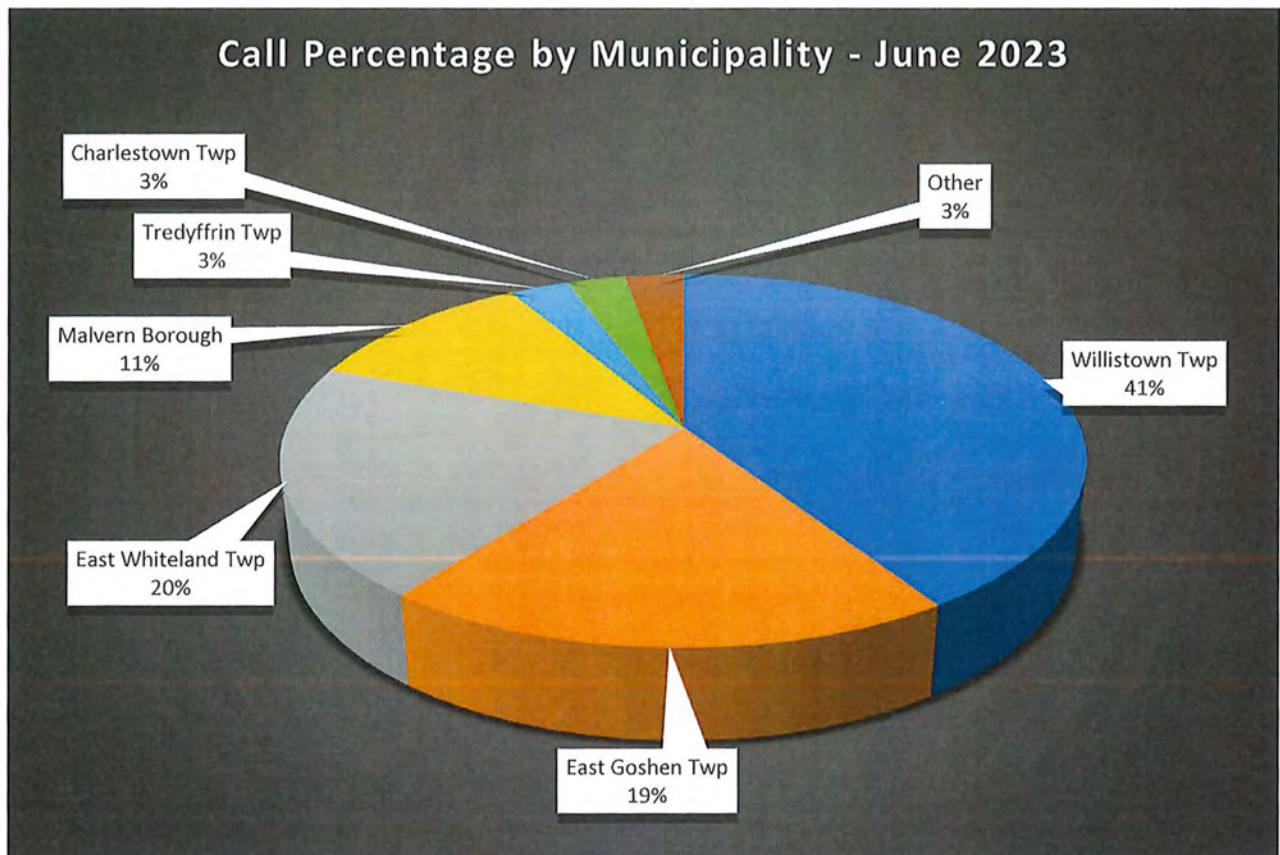


Malvern Fire Company
Emergency Medical Service
June 2023 Monthly Report

June 2023 Total Responses: 179

June 2022 Total Responses: 151

2023 Year-to-date Total Responses: 1,018

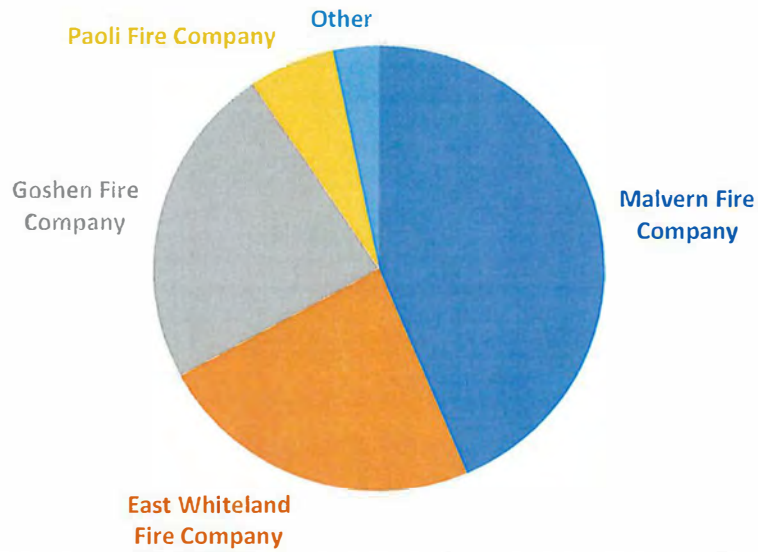


Municipality	Monthly Responses	YTD Responses	YTD %
Willistown Twp	73	429	42.1%
East Whiteland Twp	36	208	20.4%
East Goshen Twp	35	192	18.9%
Malvern Borough	20	121	11.9%
Charlestown Twp	5	24	2.4%
Tredyffrin Twp	5	20	2.0%
Other	5	24	2.4%
Total	179	1018	100.0%



Malvern Fire Company
Emergency Medical Service
June 2023 Monthly Report

CALLS BY FIRE LOCAL

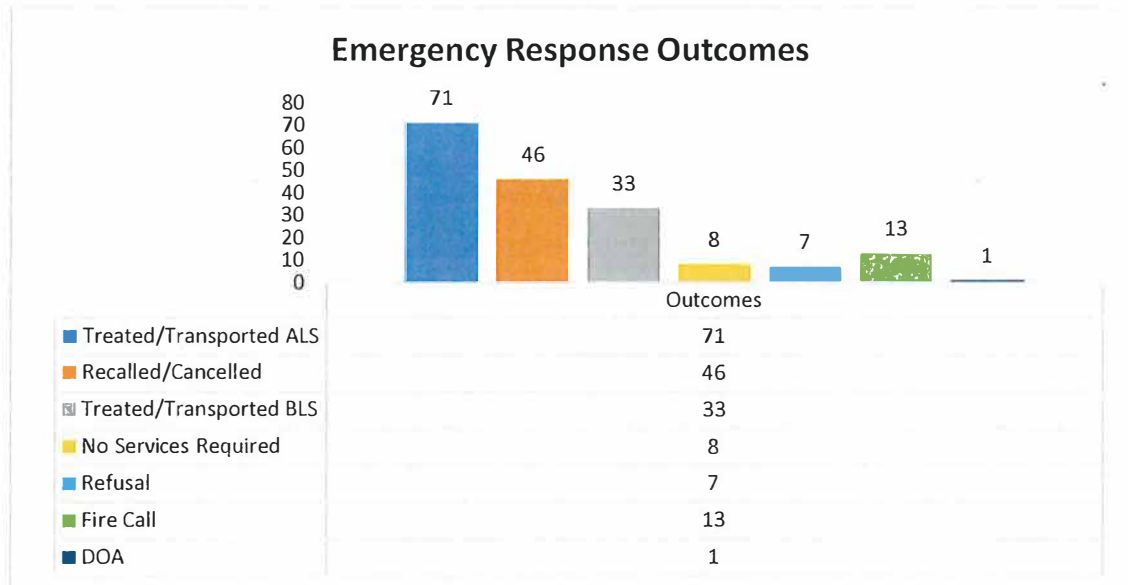


Calls by Fire Local:

Fire Company	Month	YTD	YTD %
Malvern Fire Company	78	458	45.0%
East Whiteland Fire Company	42	237	23.3%
Goshen Fire Company	42	192	18.9%
Paoli Fire Company	11	96	9.4%
Other	6	35	3.4%
Total	179	1018	100%



Malvern Fire Company
Emergency Medical Service
June 2023 Monthly Report



Transport Destinations

Hospital:	Month	YTD	YTD %
Paoli Hospital	85	505	85.6%
Chester County Hospital	13	62	10.5%
CHOP – King of Prussia	5	13	2.2%
Bryn Mawr Hospital	2	8	1.4%
A.I. Dupont	0	1	0.2%
Riddle Hospital	0	1	0.2%
Lankenau Med. Ctr	0	0	0.0%
Total	105	590	100.0%



Malvern Fire Company
Emergency Medical Service
June 2023 Monthly Report

Responses by Vehicle

Unit	Unit	Month	YTD	YTD %
MIC041	ALS Ambulance (EMT and Paramedic)	14	466	45.8%
MIC042	ALS Ambulance (EMT and Paramedic)	107	323	31.7%
MED041	ALS Aid Car (Paramedic Only)	36	144	14.1%
MED042	ALS Aid Car (Paramedic Only)	3	11	1.1%
AMB041	BLS Ambulance (EMT and EMT)	3	42	4.1%
AMB042	BLS Ambulance (EMT and EMT)	16	32	3.1%
Total		179	1018	100%

**AMB and MIC are the same vehicle with different identifier based on staffing level

Response by Crew Type

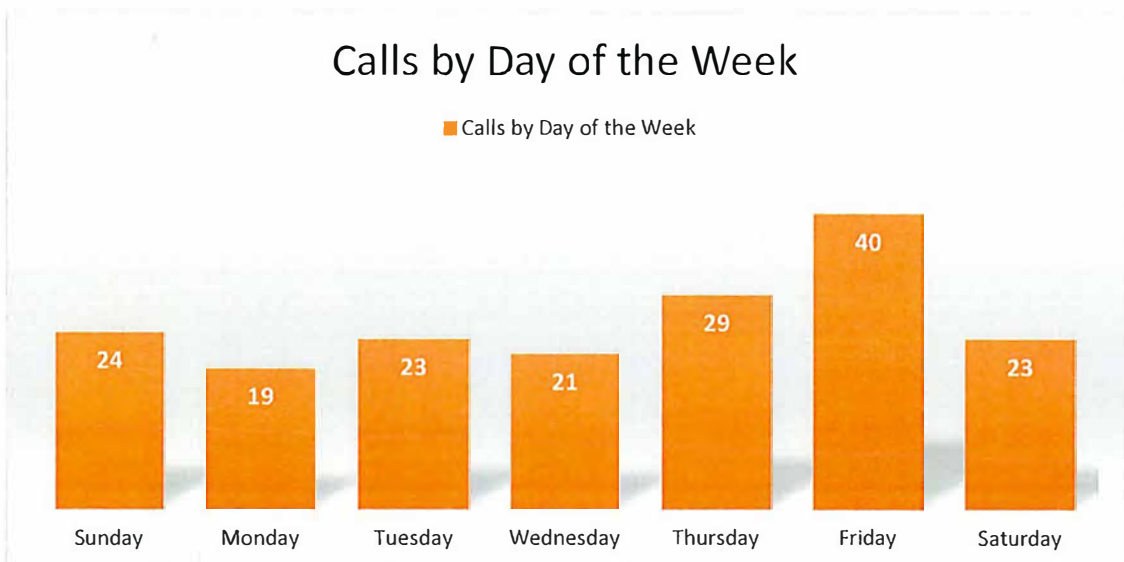
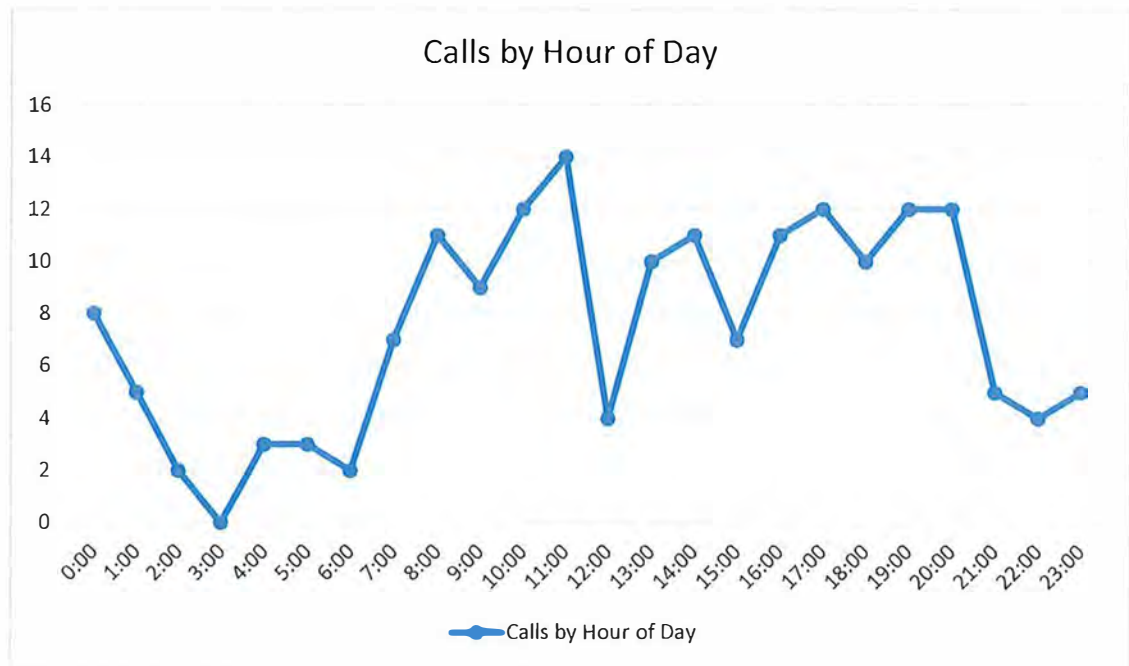
Unit	Month	YTD	YTD %
ALS Ambulance (EMT and Paramedic)	121	789	77.5%
ALS Aid Car (Paramedic Only)	39	155	15.2%
BLS Ambulance (EMT and EMT)	19	74	7.3%
Total	179	1018	100%

ALS Ambulance Response Type

Unit	Month	YTD	YTD %
ALS Assist	46	315	39.9%
ALS Transport	38	257	32.6%
BLS Transport	37	217	27.5%
Total	121	789	100%



Malvern Fire Company
Emergency Medical Service
June 2023 Monthly Report

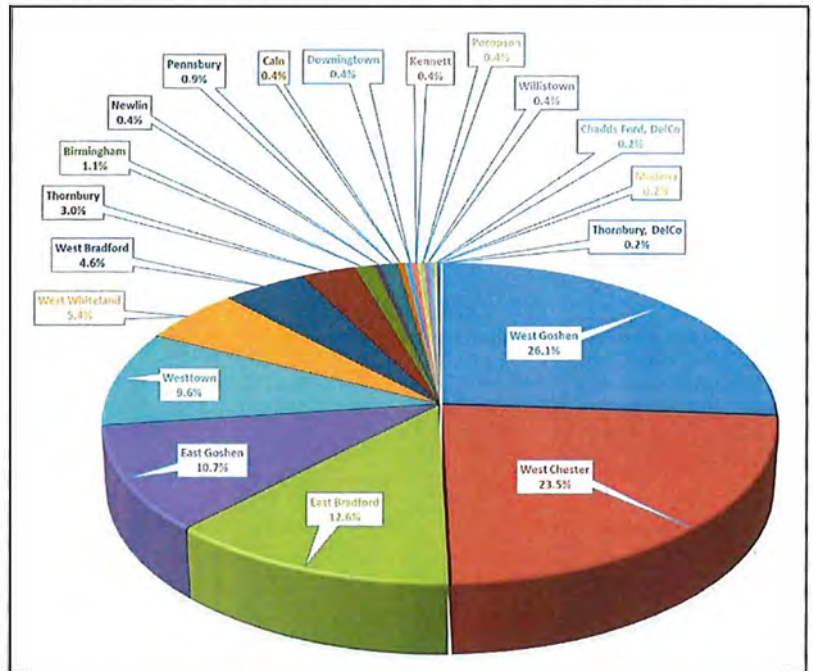




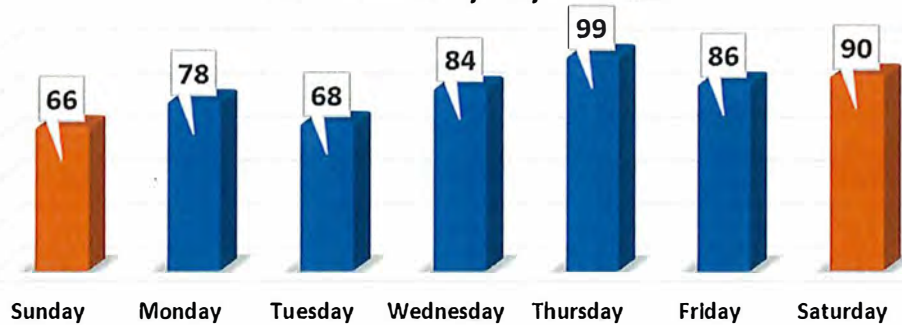
June 2023
OPERATIONS REPORT

CALL VOLUME

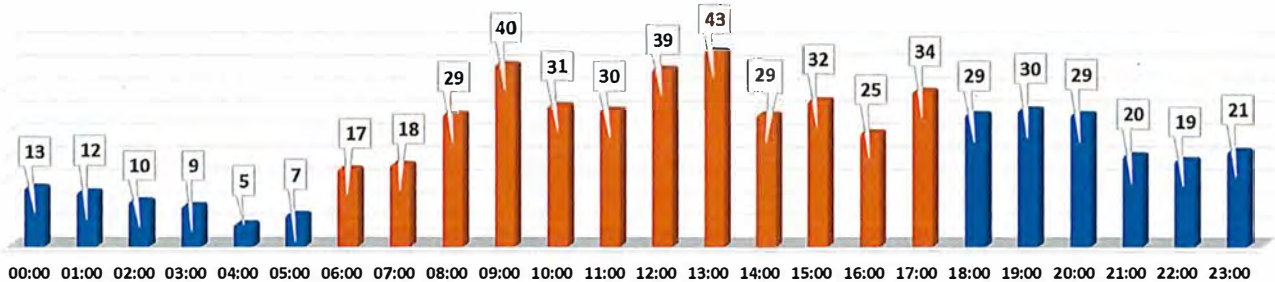
Municipality	Month	% of Calls	YTD
West Goshen	149	26.1%	914
West Chester	134	23.5%	1021
East Bradford	72	12.6%	440
East Goshen	61	10.7%	351
Westtown	55	9.6%	340
West Whiteland	31	5.4%	183
West Bradford	26	4.6%	183
Thornbury	17	3.0%	87
Birmingham	6	1.1%	39
Newlin	2	0.4%	21
Pennsbury	5	0.9%	
Caln	2	0.4%	
Downingtown	2	0.4%	
Kennett	2	0.4%	
Pocopson	2	0.4%	
Willistown	2	0.4%	
Chadds Ford, DelCo	1	0.2%	
Modena	1	0.2%	
Thornbury, DelCo	1	0.2%	
	571		



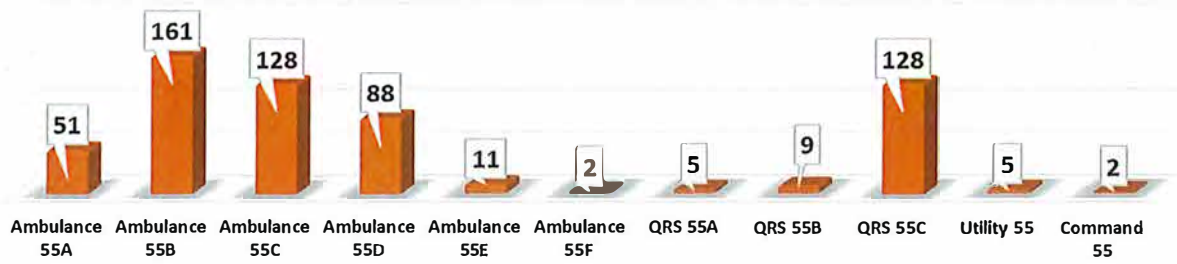
Call Volume By Day of Week



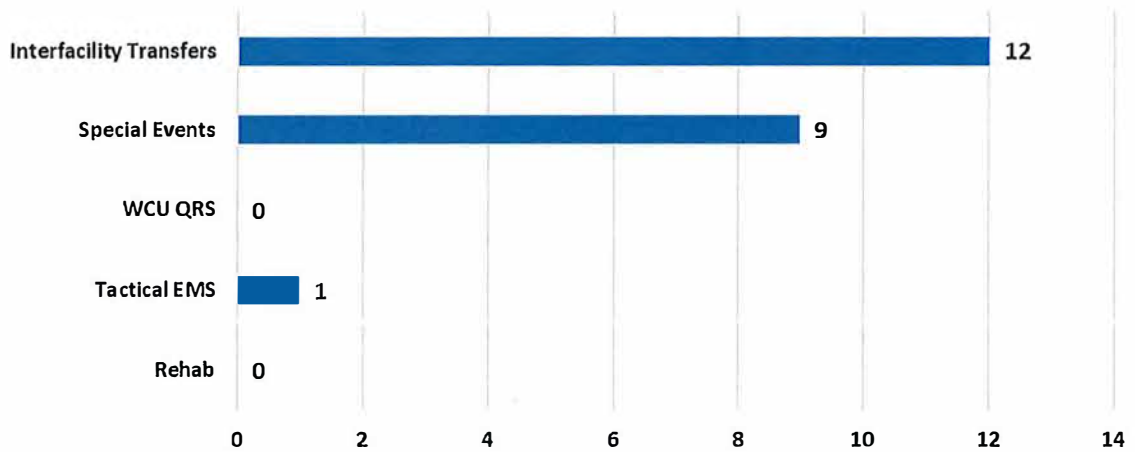
Call Volume By Hour



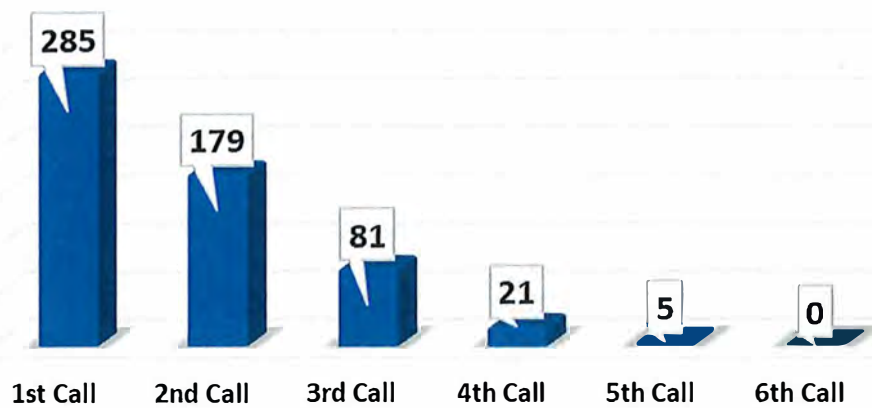
Call Volume By Vehicle



Interfacility Transports & Special Operations

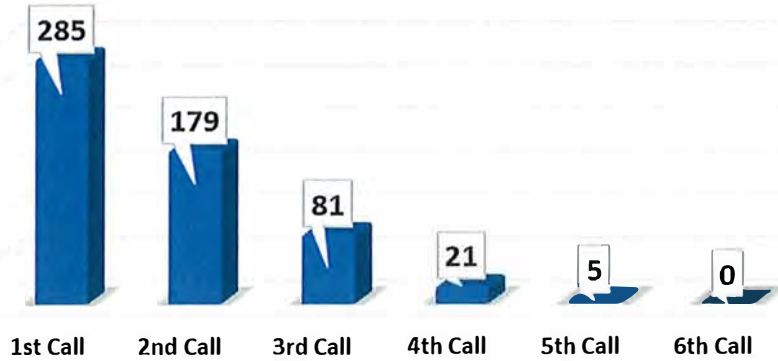


Call Sequence



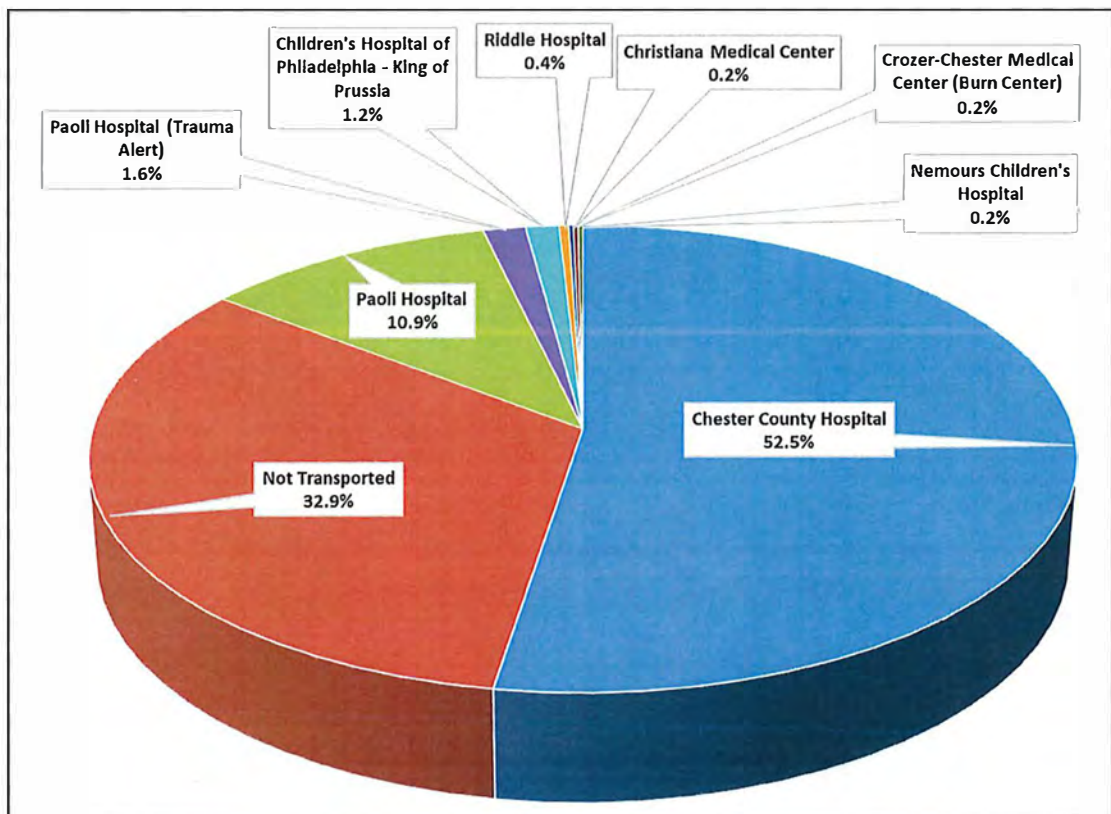
HOSPITAL DESTINATION INFORMATION

Call Sequence



Non-Transport Breakdown

Refusal	40
Recalled Enroute	31
Recalled On Scene	66
No Services	25
Lift Assist	13
DOA	6
Released to BLS	7
External ALS Assist	0
Total	188



MISCELLANEOUS CALL INFORMATION

Average Times	
Dispatch To Enroute	01:18
Enroute To On Scene	06:44
On Scene Time	15:55
Transport Time	10:43
ER Wait Time	09:54
Dispatch To Available	48:17

Alcohol / Drug Suspicion		
	Total	%
Alcohol	22	3.9%
Alcohol and Drugs	4	0.7%
Drugs	10	1.8%
Total:	36	6.3%
Unknown / Unable to Determine	5	0.9%

Calls Covering Other Agencies	
Goshen Fire Co.	23
Uwchlan Ambulance	14
Longwood Fire Co.	10
Malvern Fire Co.	5
Concordville Fire Co.	7
Minquas Fire Co.	4
Modena Fire Co.	2
	65

Responses By Station	
Main Station (Station 55)	379
East Goshen (Station 155)	56
East Bradford (Station 255)	136
West Chester University (Station 355)	0

West Chester University Calls		
	Total	%
Total WCU Calls	3	0.5%
WCU Calls in West Chester	1	0.2%
WCU Calls in West Goshen	1	0.2%
WCU Calls in East Bradford	1	0.2%

Call Types		
BLS - Sick Person	87	15.2%
ALS - Respiratory Difficulty	56	9.8%
ALS - Cardiac Problems	48	8.4%
BLS - Fall / Lift Assist	42	7.4%
BLS - Injured Person	26	4.6%
BLS - Emotional Disorder	25	4.4%
ALS - CVA/Stroke	24	4.2%
ALS - Hypotension	18	3.2%
ALS - Syncope	18	3.2%
Accident - BLS	17	3.0%
BLS - Abdominal Pain	17	3.0%
ALS - Unresponsive Person	14	2.5%
ALS - Fall	12	2.1%
ALS - Injured Person	12	2.1%
BLS - Back Pain	12	2.1%
BLS - Overdose	12	2.1%
Accident - Entrapment	11	1.9%
ALS - Hemorrhaging	10	1.8%
ALS - Seizures	10	1.8%
EMS - Standby - Fire	10	1.8%
ALS - Abdominal Pain	8	1.4%
ALS - Diabetic Emergency	8	1.4%
ALS - Unconscious Person	8	1.4%
BLS - Hemorrhaging	7	1.2%
ALS - Emotional Disorder	6	1.1%
Accident - ALS	6	1.1%
ALS - Overdose	5	0.9%
ALS - Allergic/Med Reaction	4	0.7%
BLS - Seizures	4	0.7%
BLS - Syncope	4	0.7%
ALS - Cardiac/Resp Arrest	3	0.5%
Alarm - BLS Medical	3	0.5%
BLS - DOA	3	0.5%
ALS - Back Pain	2	0.4%
ALS - Exposure to Heat/Cold	2	0.4%
Alarm - Carbon Monoxide	2	0.4%
BLS - Allergic/Med Reaction	2	0.4%
BLS - Assault w/Injury	2	0.4%
BLS - Unknown Nature	2	0.4%
EMS - Relocate	2	0.4%
ALS-Heart Problem	1	0.2%
Accident - Involving Fire	1	0.2%
Accident - Pedestrian	1	0.2%
BLS - Burns - Misc	1	0.2%
Fire - Agricultural Rescue	1	0.2%
Fire - Other Type Rescue	1	0.2%
Fire - Water Rescue	1	0.2%
	571	



June 2023

EAST GOSHEN TOWNSHIP

	2022	2023	YOY Variance
JAN	59	84	42%
FEB	54	50	-7%
MAR	47	61	30%
APR	50	52	4%
MAY	45	71	58%
JUN	49	61	24%
JUL	60		
AUG	59		
SEP	39		
OCT	61		
NOV	50		
DEC	88		
	661	379	Year Avg: 25.2%

Memo

To: Board of Supervisors
From: Dave Ware
Re: June 2023 YTD Financial Report
Date: July 10, 2023

As of June 30, net of pass- thru, the general fund had YTD revenues of \$7,777,365 and expenses of \$5,851,724 for a positive net result of \$1,925,641. As of June 30, the general fund balance was \$7,866,465.

June YTD revenue overall finished flat 1%, or \$74K, over budget. Compared to the Adopted 2023 Budget, Real Estate Transfer Tax collections are \$167K behind, Cable Franchise Fees are down \$12K, and Alarm Ordinance Fees are down \$9K. Offsetting those shortfalls, we received \$92K from PEMA/FEMA from 2021 damage repair, Interfund Operating Transfers are up \$69K due to increased sewer recharges, P&R classes/summer programs are up \$43K, and Interest Income is up \$57K.

June YTD expenses are 1%, or \$54K, over budget. Building expenses and sewer/storm water repairs are running ahead of YTD budget, partially offset by a 2022 surplus credit for WEGO and lower road/street work. Although Insurance looks ahead of budget, this will come back down when healthcare and workers compensation expenses are re-classed.

YTD revenue is 14% ahead of 2022 driven by Real Estate Property Tax collections, interest earnings, and P&R classes/summer programs. YTD expenses are 9% higher than 2022. Insurance premiums, building expenses, and general operating costs are the primary expense drivers versus prior year thus far.

Other funds

- The **State Liquid Fuels Fund** had \$534,869 in revenues and \$0 in expenses. The fund balance is \$535,433.
- The **Capital Reserve Fund** had \$162,196 in revenues and \$742,025 in expenses. The fund balance is \$4,652,744.
- The **Transportation Fund** had \$11,490 in revenues and \$0 in expenses. The fund balance is \$480,415.
- The **Sewer Operating Fund** had \$2,097,956 in revenues and \$2,257,590 in expenses. The fund balance is \$999,035.
- The **Refuse Fund** had \$685,098 in revenues and \$724,316 in expenses. The fund balance is \$525,710.
- The **Bond Fund** had \$45,843 in revenues and \$474,934 in expenses. The fund balance is \$1,926,830.
- The **Sewer Capital Reserve Fund** had \$45,794 in revenues and \$410,883 in expenses. The fund balance is \$2,019,683.
- The **Operating Reserve Fund** had \$38,191 in revenues and \$0 in expenses. The fund balance is \$1,596,799.
- The **ARPA Fund** had \$11,793 in revenues and \$702,245 in expenses. The fund balance is \$273,484.
- The **Infrastructure Sustainability Fund** had \$38,920 in revenues and \$11,956 in expenses. The fund balance is \$1,821,913.

EAST GOSHEN TOWNSHIP
Variance Summary Report
Year to Date As of June 30, 2023
GENERAL FUND

				Versus Budget	
				Favorable/	
	YTD Pr Yr	YTD Budget	YTD Actual	(Unfavorable)	Comments on YTD Budget Variance
REVENUES					
LOCAL ENABLING TAXES	5,685,098	6,548,895	6,388,325	(160,569)	Driven 100% by RE Transfer Tax Coll
LICENSE & PERMITS	228,445	218,478	204,496	(13,982)	Franchise Fees under Budget
FINES	32,936	24,643	15,069	(9,575)	Lower alarm ordinance fees vs. budget and prior year
INTEREST EARNINGS	7,087	82,880	139,550	56,670	68% ahead of budget; PLGIT Prime currently 5.24%
RENTS	51,080	52,936	52,936	(1)	
STATE SHARED REVENUE & ENTITLEMENT	3,680	3,250	5,106	1,856	
GENERAL GOVERNMENT	7,826	21,232	22,160	929	
PUBLIC SAFETY	327,536	196,460	190,982	(5,479)	Timing of Re-Occupancy Permit revenue
HIGHWAY & STREETS	1,045	1,943	1,529	(414)	
CULTURE & RECREATION	125,920	151,248	194,070	42,822	Summer Program signups, weekly classes, and trips
MISCELLANEOUS REVENUE	99,661	33,026	126,204	93,178	FEMA/PEMA (Aug 2021) reimbursement not budgeted
INTERFUND OPERATING TRANSFERS	237,814	367,951	436,938	68,987	Increased work/chargebacks for sewer - labor/vehicles/equipment
TOTAL REVENUES	6,808,128	7,702,942	7,777,365	74,423	
EXPENSES					
GENERAL GOVERNMENT	507,139	593,886	594,853	(967)	
TAX COLLECTION	72,046	60,405	59,610	794	
GENERAL GOVERNMENT BLDG & PLANT	137,109	144,955	173,384	(28,429)	Includes\$13K HEPA cleaning/mold remediation Twp buiding 2nd floor; LED lighting installed
PUBLIC SAFETY	2,682,670	2,819,409	2,766,362	53,047	2022 WEGO surplus credit
PLANNING & ZONING	219,811	199,061	199,786	(725)	
RECYCLING	3,500	3,500	3,500	0	
PUBLIC WORKS - SANITATION	168,665	198,513	241,109	(42,596)	Work in sewer/stormwater was budgeted in roads
PUBLIC WORKS - HWYS ROADS & STREETS	715,822	800,529	759,807	40,722	Work in sewer/stormwater was budgeted in roads
PARTICIPANT RECREATION	126,301	145,052	144,614	438	
PARKS	186,942	175,638	175,127	511	
CONSERVATION & DEVELOPMENT	707	1,000	893	107	
HISTORICAL	581	250	365	(115)	
DEBT SERVICE	87,206	78,720	79,090	(370)	
PENSION FUND CONTRIBUTION	89,927	94,075	94,075	0	
INSURANCE PREMIUMS	262,253	354,054	439,435	(85,381)	Timing of Insurance reclasses (health and workers comp)
EMPLOYEE BENEFITS	114,560	128,589	119,714	8,875	
INTERFUND TRANSFERS	0	0	0	0	
TOTAL EXPENSES	5,375,238	5,797,636	5,851,724	(54,087)	
RESULTS FROM OPERATIONS	1,432,890	1,905,305	1,925,641	20,336	

MONTH END FUND BALANCE REPORT
ALL FUNDS JUNE 2023
* NOTE: GENERAL FUND INCLUDES PASS-THROUGH ACCOUNTS

FUND	01	02	03	04	05	06	09	10	12		07	08	19
	GENERAL FUND*	LIQUID FUELS STATE FUND	CAP RESV FUND	TRANSPORT. FUND	SEWER OP. FUND	REFUSE FUND	SEWER CAP RESV FUND	OPERATING RESERVE	INFRASTRUCTURE SUSTAIN	TOWNSHIP FUNDS	MUNICIPAL AUTHORITY	BOND FUND	ARPA FUND
01/01/23 BEGINNING BALANCE	\$5,829,155	\$564	\$5,232,573	\$468,926	\$1,158,669	\$564,927	\$2,384,772	\$1,558,608	\$1,794,949	\$18,993,142	\$5,172	\$2,355,921	\$963,936
RECEIPTS													
310 TAXES	6,462,671.34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	6,462,671.34	\$0	\$0	\$0
320 LICENSES & PERMITS	204,495.77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	204,495.77	\$0	\$0	\$0
330 FINES & FORFEITS	15,068.60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	15,068.60	\$0	\$0	\$0
340 INTERESTS & RENTS	192,485.70	\$5,910	\$162,196	\$11,490	\$18,551	\$6,446	\$45,794	\$38,191	\$38,920	519,981.58	\$145	\$45,843	\$11,793
350 INTERGOVERNMENTAL	\$5,106	\$528,959	\$0	\$0	\$0	\$0	\$0	\$0	\$0	534,065.19	\$0	\$0	\$0
360 CHARGES FOR SERVICES	408,740.97	\$0	\$0	\$0	\$2,079,405	\$678,653	\$0	\$0	\$0	3,166,798.63	\$4,851	\$0	\$0
380 MISCELLANEOUS REVENUES	1,337,282.82	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1,337,282.82	\$282	\$0	\$0
390 OTHER FINANCING SOURCES	436,938.16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	436,938.16	\$469,765	\$0	\$0
	\$9,062,789	\$534,869	\$162,196	\$11,490	\$2,097,956	\$685,098	\$45,794	\$38,191	\$38,920	\$12,677,302	\$475,043	\$45,843	\$11,793
EXPENDITURES													
400 GENERAL GOVERNMENT	872,193.06	\$0	\$7,927	\$0	\$0	\$0	\$0	\$0	\$0	880,119.86	\$0	\$0	\$0
410 PUBLIC SAFETY	4,073,056.34	\$0	\$33,750	\$0	\$0	\$0	\$0	\$0	\$0	4,106,806.04	\$0	\$0	\$702,245
420 HEALTH & WELFARE	\$105,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	105,106.18	\$479,175	\$458,341	\$0
426 SANITATION & REFUSE	\$0	\$0	\$0	\$0	\$1,286,930	\$724,316	\$0	\$0	\$0	2,011,245.48	\$0	\$0	\$0
430 HIGHWAYS,ROADS & STREETS	899,310.19	(\$0)	\$538,837	\$0	\$335,945	\$0	\$0	\$0	\$0	1,774,092.63	\$0	\$0	\$0
450 CULTURE-RECREATION	349,991.85	\$0	\$160,936	\$0	\$0	\$0	\$0	\$0	\$11,956	522,883.71	\$0	\$16,592	\$0
460 CONSERVATION & DEVELOPMENT	1,257.67	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1,257.67	\$0	\$0	\$0
470 DEBT SERVICE	79,089.88	\$0	\$0	\$0	\$575,833	\$0	\$0	\$0	\$0	654,922.60	\$0	\$0	\$0
480 MISCELLANEOUS EXPENDITURES	745,913.43	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	745,913.43	\$0	\$0	\$0
490 OTHER FINANCING USES	-	\$0	\$575	\$0	\$58,882	\$0	\$410,883	\$0	\$0	470,339.82	\$0	\$0	\$0
	\$7,125,919	(\$0)	\$742,025	\$0	\$2,257,590	\$724,316	\$410,883	\$0	\$11,956	\$11,272,687	\$479,175	\$474,934	\$702,245
2023 SURPLUS/(DEFICIT)	\$1,936,871	\$534,869	(\$79,829)	11,490	(\$159,634)	(\$39,217)	(\$365,089)	38,191	26,964	1,404,615	(\$4,132)	(\$429,091)	(\$690,452)
CLEARING ACCOUNT ADJUSTMENTS	\$100,439												
6/30/23 ENDING BALANCE	<u>\$7,866,465</u>	<u>\$535,433</u>	<u>\$4,652,744</u>	<u>\$480,415</u>	<u>\$999,035</u>	<u>\$525,710</u>	<u>\$2,019,683</u>	<u>\$1,596,799</u>	<u>\$1,821,913</u>	<u>\$20,498,196</u>	<u>\$1,040</u>	<u>\$1,926,830</u>	<u>\$273,484</u>

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 PAOLI PIKE
TUESDAY, June 6, 2023
DRAFT MINUTES**

***Note:** This meeting was held in person at the East Goshen Township Board Room.*

Present: Chairman John Hertzog; Vice Chairman Mike Lynch; Members: Cody Bright, David Shuey, Michele Truitt; Township Manager Derek Davis; Finance Director Dave Ware; Zoning Officer Duane Brady; Goshen Fire Company Executive Director Grant Everhart; Attorney Mark Thompson, Lamb McErlane; Erich Meyer (Conservancy).

Call to Order & Pledge of Allegiance:

John called the meeting to order at 7:01pm and led the Pledge of Allegiance.

Mike called for a moment of silence for first responders and those who are on the front lines to maintain our safety and security.

John announced that the meeting is being livestreamed on YouTube.

Chairman's Report:

The Board met in executive session prior to this meeting to discuss personnel and legal matters.

The Marydell Pond ribbon cutting was held with Michele and Mike in attendance, along with residents. Jason Lang also attended and stayed for the Camp Out. The Bow Tree Pond is next. Michele added the Camp Out was a huge success and with no incidents. Michele thanked the Fire Department for making sure the camp fires were maintained and contained.

Emergency Services Reports:

Grant Everhart presented Goshen Fire April 2023 report and year-to-date figures showing a 20% increase over last year, primarily EMS calls. Michele thanked WEGO and Grant for the professional crew who responded to her family's emergency.

John asked about how to stop all the false alarms on Grant's report. Grant commented that in the U.S., we are reactionary and it comes down to liability. In other areas of the world there is much more verification done by the alarm company before it gets to the Fire Company.

Derek presented Malvern and Good Fellowship April 2023 report.

Public Hearing: None

Financial Report:

Dave presented April 2023 financial report.

1 John asked about Bond Fund expenses. Dave responded that payment was made for West
2 Goshen Sewer Treatment Plant.

3
4 **Approval of Minutes:**

5 Cody made a motion to approve the minutes of May 2, 2023.

6
7 Mike seconded.

8
9 Motion carried 5-0.

10
11 **Approval of Treasurer's Report:**

12 Dave Ware presented the June 1, 2023 Treasurer's Report.

13
14 Cody made a motion to accept the receipts and approve the expenditures as presented in
15 the Expenditure Register and as summarized in the June 1, 2023 Treasurer's Report.

16
17 Michele seconded.

18
19 Motion carried 5-0.

20
21 **Old Business:**

22 **Stormwater Ordinance Update.**

23 Derek reviewed the background and details of this topic and presented in his memo to the
24 Board. This is a mandated update through the County and the Commonwealth. At a
25 previous Board meeting, the Board voted to advertise.

26
27 Discussion only tonight. New ordinance to be presented at the July 18, 2023 Board
28 meeting.

29
30 Michele asked if we need to sunset the Stormwater Appeals Board or if Derek can see
31 how it was formed. Derek will look into this in preparation for the July 18th meeting.

32
33 John asked about the recent Supreme Court ruling on wetlands. Attorney Thompson
34 responded this involves the Clean Water Act regulation of wetlands. This Act won't
35 affect the Stormwater Ordinance discussed.

36
37 **New Business:**

38 **Pension Ordinance Update for Goshen Fire Company.**

39 Dave stated there was discussion with the actuary and Grant. This is part of the Collective
40 Bargaining Agreement. Dave explained the details as presented in his memo to the
41 Board, which was included in tonight's agenda.

42
43 Michele made a motion to advertise the Pension Ordinance for Goshen Fire Company
44 DROP program.

45 Cody seconded.

46
47 Motion carried 5-0.

48
49 **Sewer Rate Review and Recommendation.**

1 Dave explained in order to be communicative with residents and get information out to
2 residents early, he prepared a 10 year plan that evaluates current projects, complete sewer
3 treatment plant and pump stations inventory and incorporates discussion with the
4 Municipal Authority and Public Works Director Mark Miller. This does not include any
5 unexpected projects, such as the recent Hershey's Mill Estate sewer failure. There is no
6 vote required tonight. Dave reviewed multiple scenarios for sewer rates. Dave feels that a
7 quarterly sewer bill increase of \$20 effective January 2024 would be sufficient through
8 2028.

9
10 Mike questioned if these projections are to cover capital, not necessarily to cover routine
11 operations. Dave clarified the projections include both.

12
13 Michele asked about the West Goshen facility projection. Dave stated this is his
14 projection. Michele asked if Dave could reach out to West Goshen for their projection.
15 Dave responded their Sewer Authority does not have a financial person.

16
17 David reiterated that Dave's long-range sewer plan does not include unforeseen projects
18 in our aging sewer infrastructure. David asked if we have the results of how many miles
19 of sewer lines we televised and what the condition was of those lines. Mike responded
20 that about 12-15% of the sewer lines are televised each year.

21
22 Cody thanked Dave for his work on this projection. Cody requested confirmation that if
23 the \$20/qtr. rate increase is implemented in January 2024, it would cover expenses until
24 2028, with the exception of unexpected sewer failures. Cody asked about the trash
25 contract. Dave responded the trash contract is effective until 2026, so trash rates are set at
26 current rate until then. Cody would like sewer rate information included in the Newsletter
27 so residents are informed.

28
29 Russ Frank, 451 Gateswood, commended Dave on his presentation as "one of the best".
30 Mr. Frank asked what the cut-off is where we say we can't maintain this sewer and have
31 to sell to a company like AQUA, like other townships have done. Mike responded that it
32 becomes a discretionary point for the municipality in conjunction with the Municipal
33 Authority. Mike added that he doesn't feel any sense from the Municipal Authority that
34 there is anything but a future with East Goshen Township overseeing the sewer system.

35
36 John stated he is proud of the entire Board for taking the position of keeping the sewer
37 system in-house. Mr. Frank asked how something dramatic, like the TND proposal, might
38 affect this projection. David responded the TND proposal, at its maximum possibility,
39 would have minimal affect.

40
41 Mr. Frank asked how this message will be communicated to residents. Dave responded
42 he is open to ideas but we have the newsletter, the website, we could prepare a video
43 explaining the proposition, meeting with HOAs.

44
45 Discussion item only, no action taken.

46
47 **ESAC Resignation – Alice Lenthe.**

48 Derek explained that Ms. Lenthe is moving out of East Goshen Township and is
49 resigning as member and vice-chair of ESAC effective immediately.

1 Michele made a motion to accept Alice Lenthe's resignation.

2
3 David seconded and thanked Alice for her service on this committee. She was a valuable
4 member and David wanted to publicly thank her.

5
6 Motion carried 5-0.

7
8 **Standing Issues/Projects:**

9 Milltown Dam Project – Derek stated that an update letter was mailed to residents today.
10 Bidding is posted live on PennBid online now. pre-bid meetings to be held on Thursday,
11 June 8. Bids accepted through July 10, 2023.

12
13 Milltown Pocket Park – Pennoni completed the ground survey. The total anticipated
14 expense for delivery, equipment and installation is \$32-33K, significantly less than
15 original budget expectation. Ground needs to be prepped before manufacturer can do the
16 install. Anticipated early Fall.

17
18 Bow Tree Pond – Derek had no update but Dave added that Public Works is purchasing
19 the dewatering bags and Mark wanted to go on-site to another municipality to see how
20 they are handling a similar project.

21
22 **Any Other Matter:**

23 David asked if we are required by any ordinance or law to do an Emergency Services
24 Report at every Board meeting. Derek will look into this.

25
26 John asked why we don't have a Memorial Day ceremony.

27
28 **Public Comment:** None

29
30 **Liaison Reports:** None

31
32 **Correspondence:** None

33
34 **Adjournment:**

35 There being no further business, Cody motioned to adjourn at 8:18PM.

36
37 Michele seconded.

38
39 Motion carried 5-0.

40
41 Respectfully submitted,
42 *Derek Davis*
43 *Township Manager*

44
45 Attached: June 1, 2023 Treasurer's Report

**TREASURER'S REPORT
RECEIPTS AND BILLS**

April 27, 2023 - June 1, 2023

GENERAL FUND

Real Estate Tax	\$140,471.22
Earned Income Tax	\$1,239,607.75
Local Service Tax	\$74,022.89
Transfer Tax	\$35,547.05
General Fund Interest Earned	\$22,984.05
Total Other Revenue	\$227,077.31

Total General Fund Receipts: \$1,739,710.27

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$1,300.56
Total State Liquid Fuels Receipts:	<u>\$1,300.56</u>

CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$18,184.35
Total Capital Reserve Fund Receipts:	<u>\$18,184.35</u>

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$1,929.27
Total Transportation Fund Receipts:	<u>\$1,929.27</u>

SEWER OPERATING FUND

Receipts	\$658,979.91
Interest Earned	\$3,038.88

Total Sewer Operating Fund Receipts: \$662,018.79

REFUSE FUND

Receipts	\$197,309.44
Interest Earned	\$830.13
Total Refuse Fund Receipts:	<u>\$198,139.57</u>

BOND FUND

Receipts	\$0.00
Interest Earned	\$7,337.95
Total Bond Fund Receipts:	<u>\$7,337.95</u>

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$7,790.56
Total Sewer Capital Reserve Fund Receipts:	<u>\$7,790.56</u>

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$6,412.80
Total Operating Reserve Fund Receipts:	<u>\$6,412.80</u>

INFRASTRUCTURE SUSTAINABILITY FUND

Receipts	\$0.00
Interest Earned	\$6,640.67
Total Infrastructure Sustainability Fund Receipts:	<u>\$6,640.67</u>

ARPA - COVID RELIEF FUND

Receipts	\$0.00
Interest Earned	\$1,251.09
Total ARPA - COVID Relief Fund Receipts:	<u>\$1,251.09</u>

Accounts Payable	\$628,402.94
Electronic Pmts:	
Debt Service	\$1,389.98
Payroll	\$411,318.54

Total Expenditures: \$1,041,111.46

Accounts Payable \$0.00

Total Expenditures: \$0.00

Accounts Payable \$71,921.68

Total Expenditures: \$71,921.68

Accounts Payable \$0.00

Total Expenditures: \$0.00

Accounts Payable \$296,674.64

Electronic Pmts:
Debt Service \$20,656.39

Total Expenditures: \$317,331.03

Accounts Payable \$120,546.89

Total Expenditures: \$120,546.89

Accounts Payable \$2,542.85

Total Expenditures: \$2,542.85

Accounts Payable \$0.00

Total Expenditures: \$0.00

Accounts Payable \$0.00

Total Expenditures: \$0.00

Accounts Payable \$0.00

Total Expenditures: \$0.00

Accounts Payable \$276,949.08

Total Expenditures: \$276,949.08

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS
1580 PAOLI PIKE
TUESDAY, June 20, 2023
DRAFT MINUTES**

***Note:** This meeting was held in person at the East Goshen Township Board Room.*

Present: Chairman John Hertzog; Vice Chairman Mike Lynch; Members: Cody Bright, David Shuey, Michele Truitt; Township Manager Derek Davis; Finance Director Dave Ware; Zoning Officer Duane Brady; Senior Staff Accountant Chris Boylan; WEGO Chief Brenda Bernot; Goshen Fire Company Executive Director Grant Everhart; Attorney Mark Thompson, Lamb McErlane; Jeff O'Donnell and Tom Kilburn (Futurist); Erich Meyer (Conservancy).

Call to Order & Pledge of Allegiance:

John called the meeting to order at 7:00pm and Cody led the Pledge of Allegiance.

Mike called for a moment of silence for first responders and in memory of former Board Supervisor Marty Shane who passed away last Friday.

John announced that the meeting is being livestreamed on YouTube.

Chairman's Report:

The Board met in executive session prior to this meeting to discuss personnel and legal matters.

Emergency Services Reports:

WEGO – Chief Brenda Bernot presented May 2023 activities in East Goshen Township. Mike commented that he is not comfortable with the Chief's statistical information. Chief responded.

Grant Everhart presented Goshen Fire May 2023 report.

Derek presented Malvern and Good Fellowship May 2023 report.

Michele commented Good Fellowship Executive Director invited Michele for a tour. Dave and Cody will join.

Public Hearing: None

Financial Report:

Dave presented May 2023 financial report. John asked about the General Fund budget surplus reported. Dave responded this would be depleted over the course of the year due to typical expenses.

1 Mike asked about property tax revenue down 25%, Dave clarified this is versus budget.
2 Cody asked about building permit fees April to May. Dave responded permits are strong.
3 Duane added that we should be on budget.

4
5 **Approval of Minutes:** None

6
7 **Approval of Treasurer's Report:**

8 Dave Ware presented the June 15, 2023 Treasurer's Report.

9
10 Michele added that the Public Works HVAC was ordered last year.

11
12 Michele made a motion to accept the receipts and approve the expenditures as presented
13 in the Expenditure Register and as summarized in the June 15, 2023 Treasurer's Report.

14
15 Mike seconded.

16
17 Mike made a comment about residual ARPA Funds. Dave stated that we need to
18 designate the funds by 2024.

19
20 Motion carried 5-0.

21
22 Mike commented that Public Works always does a great job, and most recently on the
23 one section of paving at Forest Rd approaching 352.

24
25 **Old Business:**

26 **Goshen Fire Pension Ordinance Update.**

27 Derek reviewed the background and details of this topic. The ordinance was advertised as
28 required.

29
30 Cody made a motion to approve Ordinance 129-F-2023, amending certain provisions of
31 the pension plan for Goshen Fire Company, which was established by the Board of
32 Supervisors of East Goshen Township on May 5, 1987, by ordinance no. 78, to provide
33 for an Act 44 Retirement Program.

34
35 Michele seconded.

36
37 John noted this does not increase our costs.

38
39 Motion carried 5-0.

40
41 **New Business:**

42 **Long Range finance/budget discussion.**

43 Michele thanked Dave for the work he did on this report. Mike added that municipal
44 government uses multi-fund financials and this is the General Fund presentation.

45
46 Dave presented his long-range plan for East Goshen Township.

1
2 **Stormwater O/M Agreement – 980 Hershey Mill Rd.**

3 Michele made a motion to authorize the Chair to sign the stormwater management
4 operation and maintenance agreement for the renovations and accessory building located
5 at 980 Hershey Mill Rd, for the new deck located at 1712 E. Boot Rd., for the new deck
6 located at 1741 Towne Dr., and for the new deck located at 640 Marydell Dr.

7
8 David seconded.

9
10 John asked Duane if these are all acceptable with Codes Dept. Duane confirmed.

11
12 Motion carried 5-0.

13
14 **Zoning Variance for Shed – 1425 Cooper Cir.**

15 Duane explained the Planning Commission would review this application on June 27.
16 2023. To meet the Zoning Hearing Board 60-day deadline, this application needed to be
17 presented to the Board of Supervisors first.

18
19 John asked if the Ordinance should be changed to a higher dollar threshold. Duane
20 explained.

21
22 Mike made a motion to assume a neutral position and allow the Zoning Hearing Board to
23 hear this case.

24
25 David seconded.

26
27 Motion carried 5-0.

28
29 **Futurists Presentation – Bow Tree Pond Survey.**

30 Jeff O'Donnell presented the survey results and identified the most effective action items.
31 73% of results are looking for ways to connect to the Trail that exists today. Mr.
32 O'Donnell discussed proposed connection from Bow Tree subdivision to get access to
33 Trail and Park. Further presentation included resident responses. The Futurist Committee
34 views this as a great way to address the safety of residents and asked the Board to explore
35 what options they feel can be done.

36
37 Michele asked what format the survey was presented to residents. Jeff responded via
38 electronic, provided through Bow Tree Association. No paper surveys were issued. Jason
39 recommended electronic survey. Further discussion transpired. Route 352 is a State
40 Road maintained by PennDot. Dave stated Mark Miller spoke with PennDot. David
41 stated PennDot does have grants for a potential model program. Tom Kilburn stated this
42 stretch of 352 is 45 mph and feels this is a good case for PennDot to consider.

43
44 John thanked the Futurist Committee for their work on this survey and gathering this
45 data.

1 Michele asked for parcel information.

2 Cody stated this is something the Board that we should look at next year and it seems like
3 it would benefit many residents.

4
5 Derek feels this could be an action item for a future meeting and possible consideration
6 for budget.

7
8 Tom commented barrier costs would be about \$50-60K. John stated barriers need the
9 State's input.

10
11 Michele questioned the open space area around Barker Dr. Mike stated there is a pipeline
12 there. Jeff stated there is no clean way to cross Paoli Pike.

13
14 Mike suggested asking PennDot to consider speed study to warrant reduce speed.

15
16 David commented that barriers and tree plantings bring awareness.

17
18 Genevieve Grossman, 412 Beaumont, is the Bow Tree Association co-chair and she
19 posted the survey on their Facebook page and emailed it out to their community. She is
20 willing to circulate flyers. Children use open space on Eldridge and would love to have a
21 bridge to the Park.

22
23 Michele mentioned the Bow Tree Pond event and would like Ms. Grossman to
24 communicate this to Bow Tree residents.

25
26 John would like Futurist Committee to work with Derek on investigating this project.

27
28 **Standing Issues/Projects:**

29 Milltown Dam Project – Derek stated that the pre-bid meeting was held on Thursday,
30 June 8. Road was closed due to number of contractors that arrived to review the project.
31 Derek gave a shout out to Jess for traffic control. There were several requests to extend
32 the Bids an additional week, now July 17, 2023 deadline. Letter was sent to residents in
33 immediate area. Another letter will be sent about a Town Hall.

34
35 Milltown Pocket Park – Jason and Mark Miller spoke with manufacturer; Public Works
36 need to work in tandem with the manufacturer. Anticipated Fall installation.

37
38 Bow Tree Pond – no update.

39
40 Rapid Flashing Lights Crossing - Derek will follow up on this topic.

41
42 **Any Other Matter:**

43 David asked what the zoning is at 980 Hershey Mill Rd. Duane will look into this. David
44 inquired what purpose of their renovations of existing building is. Duane responded that
45 they have a kennel for their show dogs.

1 Derek mentioned the Pipeline Task Force letter to the PUC talking about RTK request
2 seeking data.
3

4 **Public Comment:** None

5
6 **Liaison Reports:** None

7
8 **Correspondence:** None
9

10 **Adjournment:**

11 There being no further business, Cody motioned to adjourn at 8:46PM.

12
13 Michele seconded.

14
15 Motion carried 5-0.

16
17 Respectfully submitted,

18 *Chris Boylan*

19 *Recording Secretary*

20

21 Attached: June 15, 2023 Treasurer's Report

TREASURER'S REPORT

June 1, 2023 - June 15, 2023

RECEIPTS AND BILLS

GENERAL FUND

Real Estate Tax	\$93,163.21
Earned Income Tax	\$294,483.05
Local Service Tax	\$9,274.37
Transfer Tax	\$58,838.25
General Fund Interest Earned	\$31,425.37
Total Other Revenue	\$39,240.41

Total General Fund Receipts: \$526,424.66

STATE LIQUID FUELS FUND

Receipts	\$0.00
Interest Earned	\$2,371.33
Total State Liquid Fuels Receipts:	<u>\$2,371.33</u>

CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$19,817.95
Total Capital Reserve Fund Receipts:	<u>\$19,817.95</u>

TRANSPORTATION FUND

Receipts	\$0.00
Interest Earned	\$2,073.25
Total Transportation Fund Receipts:	<u>\$2,073.25</u>

SEWER OPERATING FUND

Receipts	\$105,644.76
Interest Earned	\$4,363.29

Total Sewer Operating Fund Receipts: \$110,008.05

REFUSE FUND

Receipts	\$42,361.65
Interest Earned	\$1,422.21
Total Refuse Fund Receipts:	<u>\$43,783.86</u>

BOND FUND

Receipts	\$0.00
Interest Earned	\$7,884.79
Total Bond Fund Receipts:	<u>\$7,884.79</u>

SEWER CAPITAL RESERVE FUND

Receipts	\$0.00
Interest Earned	\$8,057.59
Total Sewer Capital Reserve Fund Receipts:	<u>\$8,057.59</u>

OPERATING RESERVE FUND

Receipts	\$0.00
Interest Earned	\$6,891.42
Total Operating Reserve Fund Receipts:	<u>\$6,891.42</u>

INFRASTRUCTURE SUSTAINABILITY FUND

Receipts	\$0.00
Interest Earned	\$7,120.11
Total Infrastructure Sustainability Fund Receipts:	<u>\$7,120.11</u>

ARPA - COVID RELIEF FUND

Receipts	\$0.00
Interest Earned	\$1,030.20
Total ARPA - COVID Relief Fund Receipts:	<u>\$1,030.20</u>

Accounts Payable	\$991,812.67
Electronic Pmts:	
Debt Service	\$0.00
Payroll	\$169,432.43

Total Expenditures: \$1,161,245.10

Accounts Payable	\$0.00
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Total Expenditures: \$0.00

Accounts Payable	\$190,547.76
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Total Expenditures: \$190,547.76

Accounts Payable	\$0.00
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Total Expenditures: \$0.00

Accounts Payable	\$57,147.92
Electronic Pmts:	
Debt Service	\$0.00

Total Expenditures: \$57,147.92

Accounts Payable	\$106,118.63
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Total Expenditures: \$106,118.63

Accounts Payable	\$0.00
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Total Expenditures: \$0.00

Accounts Payable	\$0.00
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Total Expenditures: \$0.00

Accounts Payable	\$0.00
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Total Expenditures: \$0.00

Accounts Payable	\$0.00
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Total Expenditures: \$0.00

Accounts Payable	\$6,689.00
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Total Expenditures: \$6,689.00

**EAST GOSHEN TOWNSHIP
MEMORANDUM**

TO: BOARD OF SUPERVISORS
FROM: DAVE WARE
SUBJECT: PROPOSED PAYMENTS OF BILLS
DATE: JULY 13, 2023

Attached please find the Treasurer's Report for the weeks of June 15, 2023 – July 13, 2023.

EIT, RE Transfer Tax, Interest Earnings, Q2 recharges, FEMA/PEMA reimbursement from 2021 storm damage, and permit fees drove General Fund revenue during this period.

General Fund expenses include our monthly WEGO contribution and building debt payment plus annual capital contribution, paving materials, engineering charges, insurance payments and other routine operational expenses.

The Capital Reserve Fund expenses include \$144K for two replacement F-350 trucks with plows per budget.

The Sewer Capital Reserve Fund incurred \$19K in expenses for replacement confined space equipment including air tanks, face masks, and hosing used for sewer repairs by Public Works.

The Infrastructure Sustainability Fund expended \$4K to begin the Bow Tree Pond rehabilitation project with a Pre-Dredging Bathymetric Survey.

Recommended motion: Mr. Chairman, I move that we accept the receipts and approve the expenditures as presented in the Expenditure Register and as summarized in the Treasurer's Report.

TREASURER'S REPORT
RECEIPTS AND BILLS

June 15, 2023 - July 13, 2023

GENERAL FUND			
Real Estate Tax	\$0.00	Accounts Payable	\$708,295.74
Earned Income Tax	\$109,721.57	<u>Electronic Pmts:</u>	
Local Service Tax	\$675.04	Debt Service	\$1,389.98
Transfer Tax	\$76,303.05	Payroll	\$355,579.09
General Fund Interest Earned	\$27,380.12		
Total Other Revenue	\$1,114,414.75		
Total General Fund Receipts:	\$1,328,494.53	Total Expenditures:	\$1,065,264.81
STATE LIQUID FUELS FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$2,282.70		
Total State Liquid Fuels Receipts:	\$2,282.70	Total Expenditures:	\$0.00
CAPITAL RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$144,285.00
Interest Earned	\$19,995.18		
Total Capital Reserve Fund Receipts:	\$19,995.18	Total Expenditures:	\$144,285.00
TRANSPORTATION FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$2,047.80		
Total Transportation Fund Receipts:	\$2,047.80	Total Expenditures:	\$0.00
SEWER OPERATING FUND			
Receipts	\$64,793.44	Accounts Payable	\$284,630.44
Interest Earned	\$5,094.97	<u>Electronic Pmts:</u>	
		Debt Service	\$441,656.39
Total Sewer Operating Fund Receipts:	\$69,888.41	Total Expenditures:	\$726,286.83
REFUSE FUND			
Receipts	\$22,922.43	Accounts Payable	\$145,396.24
Interest Earned	\$1,679.30		
Total Refuse Fund Receipts:	\$24,601.73	Total Expenditures:	\$145,396.24
BOND FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$7,778.84		
Total Bond Fund Receipts:	\$7,778.84	Total Expenditures:	\$0.00
SEWER CAPITAL RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$19,414.92
Interest Earned	\$8,125.38		
Total Sewer Capital Reserve Fund Receipts:	\$8,125.38	Total Expenditures:	\$19,414.92
OPERATING RESERVE FUND			
Receipts	\$0.00	Accounts Payable	\$0.00
Interest Earned	\$6,806.78		
Total Operating Reserve Fund Receipts:	\$6,806.78	Total Expenditures:	\$0.00
INFRASTRUCTURE SUSTAINABILITY FUND			
Receipts	\$0.00	Accounts Payable	\$4,100.00
Interest Earned	\$7,025.82		
Total Infrastructure Sustainability Fund Receipts:	\$7,025.82	Total Expenditures:	\$4,100.00
ARPA - COVID RELIEF FUND			
Receipts	\$0.00	Accounts Payable	\$416.50
Interest Earned	\$737.33		
Total ARPA - COVID Relief Fund Receipts:	\$737.33	Total Expenditures:	\$416.50

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East Goshen Township
2023 Purchase Order Listing By Expenditure Account

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P.O. Type: All Print Perpetual, Revenue, & G/L Accounts: N Open: N Void: N Paid: Y
Format: Detail without Line Item Notes Held: N Appr: N Rcvd: N
Range: 01-400-0000 to 19-999-9999 Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Paid Date Range: 06/15/23 to 07/12/23 Include Non-Budgeted: Y
Prior Year Only: N * Means Prior Year Line
Vendors: All
DEPT Page Break: No Subtotal DEPT: No

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc	First Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
01-401-2100	MATERIALS & SUPPLIES									
23-01690	1 ODPBU005 ODP BUSINESS SOLUTIONS LLC	STICKY NOTES	38.97	P	24841	06/22/23	06/22/23	06/23/23	318495349001	
23-01691	1 ODPBU005 ODP BUSINESS SOLUTIONS LLC	SCISSORS, TAPE, PINK PAPER	64.37	P	24841	06/22/23	06/22/23	06/23/23	318852122001	
23-01692	1 ODPBU005 ODP BUSINESS SOLUTIONS LLC	BINDER CLIPS, PAPER, NOTE PADS	71.29	P	24841	06/22/23	06/22/23	06/23/23	318494964001	
23-01814	1 ODPBU005 ODP BUSINESS SOLUTIONS LLC	PAST DUE STAMP	12.99	P	24924	07/10/23	07/10/23	07/11/23	319900397001	
23-01815	1 ODPBU005 ODP BUSINESS SOLUTIONS LLC	ADDRESS LABELS, WHITEOUT, MARKER	120.84	P	24924	07/10/23	07/10/23	07/11/23	319899605001	
23-01815	2 ODPBU005 ODP BUSINESS SOLUTIONS LLC	ADDRESS LABELS, WHITEOUT, MARKER	38.97	P	24924	07/10/23	07/10/23	07/11/23	318920948001	
23-01816	1 ODPBU005 ODP BUSINESS SOLUTIONS LLC	HP TONER MAGENTA& YELLOW	136.52	P	24924	07/10/23	07/10/23	07/11/23	319856153001	
23-01822	1 WBMAS005 W.B.MASON CO., INC.	TONER-CYN,BLK,COFFEE, MARKER	328.13	P	24933	07/10/23	07/10/23	07/11/23	239396417	
			734.14							
01-401-3000	GENERAL EXPENSE									
23-01758	1 PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- Y. LAL	22.00	P	24887	07/03/23	07/03/23	07/03/23	R29256634	
23-01758	2 PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- M. GOUGH	22.00	P	24887	07/03/23	07/03/23	07/03/23	R29304292	
23-01758	3 PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- T. NIELSON	22.00	P	24887	07/03/23	07/03/23	07/03/23	R29304293	
23-01758	4 PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- A. MOSES	22.00	P	24887	07/03/23	07/03/23	07/03/23	R29304294	
23-01758	5 PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- N. BRUSE	22.00	P	24887	07/03/23	07/03/23	07/03/23	R29304295	
23-01758	6 PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- E. COTTRELL	22.00	P	24887	07/03/23	07/03/23	07/03/23	R29304296	
23-01758	7 PENNS035 PENNSYLVANIA STATE POLICE	BACKGROUND CHECK- J. WHITNEY	22.00	P	24887	07/03/23	07/03/23	07/03/23	R29304297	
			154.00							
01-401-3120	CONSULTING SERVICES									
23-01757	1 BDCOM005 B&D COMPUTER SOLUTIONS	JUNE 2023	2,000.00	P	24873	07/03/23	07/03/23	07/03/23	00003423	
23-01793	1 SEATRO05 SEATRUSTIT LLC	DELETED CSPENSER&ADDED SMILLER	100.62	P	24904	07/06/23	07/06/23	07/06/23	337	
23-01794	1 AMSAP005 AMS APPLIED MICRO SYSTEMS LTD.	JUNE 2023	1,072.00	P	24897	07/06/23	07/06/23	07/06/23	69478	
			3,172.62							
01-401-3210	COMMUNICATION EXPENSE									
23-01688	1 BEENE005 BEE.NET INTERNET SERVICES	BEE MAIL ACCTS JULY 2023	830.00	P	24834	06/22/23	06/22/23	06/23/23	202307003	
23-01689	1 COMCA010 COMCAST 8499-10-109-0107472	0107472 6/17-7/16/23 PW TV	31.70	P	24835	06/22/23	06/22/23	06/23/23	061023	

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East Goshen Township
2023 Purchase Order Listing By Expenditure Account

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Account	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id	Item Vendor								
01-401-3210	COMMUNICATION EXPENSE	Continued							
23-01707	1 VERIZON	VERIZON 357-044-996-0001-93	6/21-7/20/23 FIOS TWP BLDG #2	194.00	P	24872	06/26/23	06/26/23 06/27/23	062023
23-01749	1 COMCAST	COMCAST 8499-10-109-0028306	0028306 JULY 2023	168.39	P	24876	07/03/23	07/03/23 07/03/23	062223
23-01760	1 CANDLE	CANDLESTICK COMMUNICATIONS	RETAINER REPLENISHMENT 053023	750.00	P	24874	07/03/23	07/03/23 07/03/23	RET230530
23-01784	1 TWPFIOS	VERIZON - TWP.FIOS 0001-74	6/28-7/27/23 TWP. FIOS 1	109.99	P	24906	07/06/23	07/06/23 07/06/23	062723
			2,084.08						
01-401-3400	ADVERTISING - PRINTING								
23-01706	1 21STC005	21ST CENT.MEDIA NEWS #884433	NOTICE- BOS AMENDING ORDINANCE	324.90	P	24854	06/26/23	06/26/23 06/27/23	2483453
01-401-3840	RENTAL OF EQUIP. -OFFICE								
23-01660	2 ROTHW005	ROTHWELL DOCUMENT SOLUTIONS	LAN MPC6004EX 03/18/23-6/27/23	777.28	P	24830	06/20/23	06/20/23 06/20/23	201731
23-01660	3 ROTHW005	ROTHWELL DOCUMENT SOLUTIONS	LAN SP8300DN 03/18/23-6/27/23	22.89	P	24830	06/20/23	06/20/23 06/20/23	201731
23-01660	4 ROTHW005	ROTHWELL DOCUMENT SOLUTIONS	LAN SP8300DN BASE RT 6/18-9/17	92.40	P	24830	06/20/23	06/20/23 06/20/23	201731
23-01725	1 QUADRO05	QUADIENT LEASING USA INC.	POSTAGE MACH 7/20/23 -10/19/23	506.97	P	24867	06/27/23	06/27/23 06/27/23	N9993147
			1,399.54						
01-402-3110	AUDITING EXPENSE								
23-01789	1 MAILL005	MAILLIE FALCONIERO & CO.	PROGRESS BILLING EGT FINNACIAL	8,000.00	P	24901	07/06/23	07/06/23 07/06/23	93283
01-404-3140	LEGAL - ADMIN								
23-01722	1 FOXRO005	FOX ROTHCHILD LLP	LEGAL SERV THRU 053123-EMPLOYM	412.50	P	24859	06/27/23	06/27/23 06/27/23	3201779
01-408-3130	ENGINEERING SERVICES								
23-01826	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 GEN. CONSULT	676.25	P	24929	07/10/23	07/10/23 07/11/23	1177228
23-01827	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 MS4 PERMIT	5,741.25	P	24929	07/10/23	07/10/23 07/11/23	1177229
23-01828	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 PAOLI PK PEDS	1,640.50	P	24929	07/10/23	07/10/23 07/11/23	1177230
23-01829	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 WILSON DR	2,730.75	P	24929	07/10/23	07/11/23 07/11/23	1177231
23-01830	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 MILLTOWN PARK	5,000.00	P	24929	07/10/23	07/10/23 07/11/23	
23-01831	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 ELLIS LN CULV	3,438.75	P	24929	07/10/23	07/10/23 07/11/23	1177233
			19,227.50						
01-408-3131	ENGINEER.& MISC.RECHARGES								
23-01832	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 1351 PAOLI PK	149.75	P	24929	07/10/23	07/10/23 07/11/23	1177234
23-01833	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 MILLSTONE MEA	4,001.50	P	24929	07/10/23	07/10/23 07/11/23	1177235
23-01834	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 GLOSSON 14RES	478.50	P	24929	07/10/23	07/10/23 07/11/23	1177236
23-01835	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 ABGC MTCE	578.50	P	24929	07/10/23	07/10/23 07/11/23	1177237
23-01836	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 301 RESERVOIR	74.50	P	24929	07/10/23	07/10/23 07/11/23	1177238
23-01837	1 PENNO005	PENNONI ASSOCIATES INC.	SERV THRU 052823 KINETIC PROST	74.50	P	24929	07/10/23	07/10/23 07/11/23	1177239

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Account	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
P.O. Id Item Vendor									
01-408-3131	ENGINEER.& MISC.RECHARGES	Continued							
23-01838	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 980 HERSHEY'S	421.25	P	24929	07/10/23	07/10/23	07/11/23 1177240	
23-01839	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 706 HEMLOCK	529.75	P	24929	07/10/23	07/10/23	07/11/23 1177241	
23-01840	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 HERS. MIL SWM	900.75	P	24929	07/10/23	07/10/23	07/11/23 1177242	
23-01841	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 324 DUTTON MI	165.25	P	24929	07/10/23	07/10/23	07/11/23 1177243	
23-01842	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 BENTLEY 1712	601.25	P	24929	07/10/23	07/10/23	07/11/23 1177244	
23-01843	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 VARGAS 1741	196.25	P	24929	07/10/23	07/10/23	07/11/23 1177245	
23-01844	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 PETRUZIELO	463.25	P	24929	07/10/23	07/10/23	07/11/23 1177246	
23-01845	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 FISH 1748 TOW	306.50	P	24929	07/10/23	07/10/23	07/11/23 1177247	
23-01846	1 PENN0005 PENNONI ASSOCIATES INC.	SERV THRU 052823 IACOBUCCI	363.75	P	24929	07/10/23	07/10/23	07/11/23 1177248	
			9,305.25						
01-409-3600	TWP. BLDG. - FUEL, LIGHT, WATER								
23-01685	1 AQUAP010 AQUA PA 01	309828 0309828 5/18-6/16/23 TB	359.26	P	24832	06/22/23	06/22/23	06/23/23 062023 TB	
23-01686	1 AQUAP010 AQUA PA 01	309828 0309828 5/18-6/16/23 FR	242.86	P	24832	06/22/23	06/22/23	06/23/23 062023 FR	
23-01709	1 AQUAP010 AQUA PA 01	309801 0309801 5/23-6/21/23 BS	23.26	P	24855	06/26/23	06/26/23	06/27/23 062323 BS	
23-01782	1 PEC00045 PECO - 01360-05046	01360-05046 5/26-6/27/23 BOOT	66.78	P	24902	07/06/23	07/06/23	07/06/23 062823	
23-01805	1 PEC00010 PECO - 99193-01302	9919301302 4/24-6/23/23SUMMARY	34.24	P	24926	07/10/23	07/10/23	07/11/23 070623	
23-01805	2 PEC00010 PECO - 99193-01302	9919301302 4/24-6/23/23SUMMARY	1,348.78	P	24926	07/10/23	07/10/23	07/11/23 070623	
23-01805	3 PEC00010 PECO - 99193-01302	9919301302 4/24-6/23/23SUMMARY	46.05	P	24926	07/10/23	07/10/23	07/11/23 070623	
23-01805	4 PEC00010 PECO - 99193-01302	9919301302 4/24-6/23/23SUMMARY	34.40	P	24926	07/10/23	07/10/23	07/11/23 070623	
			2,155.63						
01-409-3605	PW BLDG - FUEL, LIGHT, SEWER & WATER								
23-01683	1 AQUAP010 AQUA PA 01	496917 0309798 5/18-6/16/23 PW	346.96	P	24832	06/22/23	06/22/23	06/23/23 062023 PW	
23-01694	1 VERIZ010 VERIZON - 0527	6/15-7/14/23 1570 PAOLI PIK PW	205.73	P	24848	06/22/23	06/22/23	06/23/23 061423	
23-01769	2 PEC00015 PECO - 45168-01609	45168-01609 5/19/23- 6/19/23	542.15	P	250	07/03/23	07/03/23	07/06/23 062023	
			1,094.84						
01-409-3740	TWP. BLDG. - MAINT & REPAIRS								
23-01103	6 PTEQU005 PT EQUIPMENT LLC.	GENERATION EQUIP SERV ADMIN BU	677.78	P	24866	04/21/23	06/27/23	06/27/23 EA40-34-SI-01	
23-01636	1 CINTA005 CINTAS CORPORATION #287	CLEAN MATS & UNIFORMS WE061423	46.56	P	24820	06/16/23	06/16/23	06/20/23 4158577544	
23-01637	1 EXCELO05 EXCEL ELEVATOR & ESCALATOR	ELEVATOR MAINTENANCE JULY 2023	54.21	P	24821	06/16/23	06/16/23	06/20/23 239986	
23-01668	1 LECLE005 LEC - LENNI ELECTRIC CORPORATI	ADMIN BLDG- RETROFIT REC LIGHT	2,047.50	P	24837	06/21/23	06/21/23	06/23/23 230611	
23-01670	1 MALVE015 MALVERN GLASS INC	CODES-FURNISH & INSTALL WINDOW	1,944.00	P	24838	06/21/23	06/21/23	06/23/23 32489	
23-01674	1 PRECI010 PRECISION MECHANICAL SERVICES	HP1-10 COMM.BOARD REPLACEMENT	3,776.60	P	24844	06/21/23	06/21/23	06/23/23 SC-23765	
23-01711	1 BARTLO05 BARTLETT TREE EXPERTS	MICRONUTRIENTS TO TWPBLDG TREE	933.00	P	24856	06/26/23	06/26/23	06/27/23 41128398-0	
23-01712	1 CINTA005 CINTAS CORPORATION #287	CLEAN MATS & UNIFORMS WE062123	46.56	P	24857	06/26/23	06/26/23	06/27/23 4159252990	
23-01750	1 CINTA005 CINTAS CORPORATION #287	CLEAN MATS & UNIFORMS WE062823	46.56	P	24875	07/03/23	07/03/23	07/03/23 4159988797	

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East Goshen Township
2023 Purchase Order Listing By Expenditure Account

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Account P.O. Id	Item	Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
01-409-3740			TWP, BLDG. - MAINT & REPAIRS	Continued							
23-01773	1	HOMED005	HOME DEPOT CREDIT SERVICES	POLYURETHANE WOOD FINISH&BRUSH	67.05	P	248 07/03/23	07/03/23	07/06/23	061323	
23-01774	1	LOWES005	LOWES BUSINESS ACCOUNT/GECH	VARIOUS PURCHASES- SEE NOTES	418.98	P	249 07/06/23	07/06/23	07/06/23	061723	
23-01812	1	WBMA005	W.B.MASON CO., INC.	TOILET PAPER, CUPS	314.97	P	24933 07/10/23	07/10/23	07/11/23	239406768	
23-01848	1	CLEAN015	CLEAN RIGHT BUILDING SERVICES	JANITORIAL SERV FOR JUNE 2023	1,420.65	P	24910 07/10/23	07/10/23	07/11/23	CL11005	
23-01853	1	CINTA005	CINTAS CORPORATION #287	CLEAN MATS & UNIFORMS WEO70623	46.56	P	24909 07/11/23	07/11/23	07/11/23	4160755165	
23-01865	1	FERRY010	FERRY PLUMBING INC., DAN	REPLACE KITCHEN WATER HEATER	575.00	P	24913 07/11/23	07/11/23	07/11/23	11135	
					12,415.98						
01-409-3745			PW BUILDING - MAINT REPAIRS								
23-01103	9	PTEQU005	PT EQUIPMENT LLC.	GENERATION EQUIP SERV PW SHOP	677.77	P	24866 04/21/23	06/27/23	06/27/23	EA40-34-SI-01	
01-409-3840			DISTRICT COURT EXPENSES								
23-01675	1	PRECIO10	PRECISION MECHANICAL SERVICES	DISTRICT COURT-NO AC IN OFFICE	230.00	P	24844 06/21/23	06/21/23	06/23/23	SC-23759	
23-01678	1	YALEE005	YALE ELECTRIC SUPPLY CO	DIST CRT- EMERGENCY EXIT SIGNS	356.36	P	24850 06/21/23	06/21/23	06/23/23	S123236070.002	
23-01700	1	VERIZ025	VERIZON-1420	06/16-7/15/23 DC ALARM SYSTEM	82.79	P	24849 06/23/23	06/23/23	06/23/23	061523	
23-01769	1	PECO0015	PECO - 45168-01609	45168-01609 5/19/23- 6/19/23	83.82	P	250 07/03/23	07/03/23	07/06/23	062023	
23-01812	2	WBMA005	W.B.MASON CO., INC.	TOILET PAPER, CUPS	314.98	P	24933 07/10/23	07/10/23	07/11/23	239406768	
23-01848	2	CLEAN015	CLEAN RIGHT BUILDING SERVICES	JANITORIAL SERV FOR JUNE 2023	424.35	P	24910 07/10/23	07/10/23	07/11/23	CL11005	
					1,492.30						
01-410-5300			POLICE GEN. EXPENSE								
23-01747	1	WESTT010	WESTTOWN-EAST GOSHEN POLICE	JULY 2023 CONTRIBUTION	346,108.08	P	24893 07/03/23	07/03/23	07/03/23	070123	
01-410-5310			REGIONAL POLICE BLDG INTEREST								
23-01765	1	WESTT005	WESTTOWN TOWNSHIP	JULY 2023 P & I	920.71	P	24892 07/03/23	07/03/23	07/03/23	070323	
01-410-5320			REGIONAL POLICE BLDG PRINCIPAL								
23-01765	2	WESTT005	WESTTOWN TOWNSHIP	JULY 2023 P & I	9,471.08	P	24892 07/03/23	07/03/23	07/03/23	070323	
01-410-5330			CAPITAL CONTRIBUTION - POLICE BLDG								
23-01807	1	WESTT010	WESTTOWN-EAST GOSHEN POLICE	2023 WEGO BLDG CAPITAL CONTRIB	21,100.00	P	24935 07/10/23	07/10/23	07/11/23	071023	
01-410-5400			S.P.C.A. CONTRACT								
23-01756	1	SPCA0005	BRANDYWINE VALLEY SPCA	STRAY/PICKUP ACTIV. JUNE 2023	2,021.15	P	24889 07/03/23	07/03/23	07/03/23	20597	
01-411-3000			FIRE MARSHAL - EXPENSES								
23-01862	1	PENNS005	MES - PENNSYLVANIA	FIRE MARSHALL-JACKET, PANT, BOOT	3,835.00	P	24930 07/11/23	07/11/23	07/11/23	IN1899664	

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01-411-3630	HYDRANT & WATER SERVICE								
23-01785 1 AQUAP025 AQUA PA - HY		3099870309987 5/31-6/30/23 HYS	171.04	P	24898 07/06/23	07/06/23	07/06/23	070323 HY6	
23-01786 1 AQUAP025 AQUA PA - HY		3100330310033 5/31-6/30/23 186	5,302.30	P	24898 07/06/23	07/06/23	07/06/23	070323 279	
23-01790 1 AQUAP025 AQUA PA - HY		348603 0348603 3/31-6/30/23 HM	2,907.73	P	24898 07/06/23	07/06/23	07/06/23	070323 HM34	
23-01791 1 AQUAP025 AQUA PA - HY		3100330706109 3/31-6/30/23 HY	1,710.43	P	24898 07/06/23	07/06/23	07/06/23	070323 HY18	
			10,091.50						
01-411-3631	HYDRANTS - RECHARGE EXPENSE								
23-01786 2 AQUAP025 AQUA PA - HY		3100330310033 5/31-6/30/23 93	2,651.19	P	24898 07/06/23	07/06/23	07/06/23	070323 279	
01-411-6000	VOLUNTEER FIREFIGHTER WORKERS COMP								
23-01787 1 STATE005 STATE WORKERS INSURANCE FUND		POLICY # 05918452 INSTL 8 OF11	3,176.00	P	24905 07/06/23	07/06/23	07/06/23	070123	
01-413-3130	ENGINEERING SERVICES								
23-01682 1 ARROC005 ARRO CONSULTING INC.		PROF SERVICES THRU 093022	2,239.38	P	24833 06/21/23	06/21/23	06/21/23	0075068	
23-01855 1 LTLCO005 LTL CONSULTANTS, LTD.		PROF SERVICES 5/15/23-6/16/23	7,718.94	P	24919 07/11/23	07/11/23	07/11/23	1165866	
			9,958.32						
01-413-3840	RENTAL OF EQUIP. -CODES								
23-01660 1 ROTHW005 ROTHWELL DOCUMENT SOLUTIONS		LAN IMC3000 03/18/23- 6/27/23	488.22	P	24830 06/20/23	06/20/23	06/20/23	201731	
23-01780 1 GREAT010 GREAT AMERICA FINANCIAL SERVIC		LANIER IMC3000 COPIER- CODES	116.00	P	24900 07/06/23	07/06/23	07/06/23	34331185	
			604.22						
01-414-3000	CODE BOOKS/OTHER								
23-01704 1 PAASS005 PA ASSOC OF FIRE CODE OFFICIAL PA ASSOC OF FIRE CODE MEMBERSH			25.00	P	24865 06/26/23	06/26/23	06/27/23	062623	
01-414-3141	LEGAL - ZONING HEARING BOARD								
23-01742 1 FREES005 UNRUH TURNER BURKE FREES		LEGAL SERV 060923 REINECKER	42.00	P	24879 06/29/23	06/29/23	07/03/23	204835	
23-01743 1 FREES005 UNRUH TURNER BURKE FREES		LEGAL SERV 6/9-6/20/23 SINCHES	52.00	P	24879 06/29/23	06/29/23	07/03/23	204836	
			567.00						
01-414-5001	ZONING IT CONSULTING								
23-01794 2 AMSAP005 AMS APPLIED MICRO SYSTEMS LTD, JUNE 2023			28.00	P	24897 07/06/23	07/06/23	07/06/23	69478	
01-430-2320	VEHICLE OPERATION - FUEL								
23-01631 1 REILL005 REILLY & SONS INC		520.10 GALS DIESEL	1,471.88	P	246 06/15/23	06/15/23	06/15/23	15332143	
23-01632 1 REILL005 REILLY & SONS INC		89.00 GALS GASOLINE E10	269.67	P	246 06/15/23	06/15/23	06/15/23	15332155	
23-01633 1 REILL005 REILLY & SONS INC		784.90 GALS DIESEL	2,209.49	P	246 06/15/23	06/15/23	06/15/23	15383525	
23-01701 1 REILL005 REILLY & SONS INC		635.20 GALS DIESEL	1,803.97	P	247 06/26/23	06/26/23	06/26/23	15383750	

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01-430-2320	VEHICLE OPERATION - FUEL	Continued							
23-01702	1 REILL005 REILLY & SONS INC	212.60 GALS GASOLINE E10	631.42	P	247	06/26/23	06/26/23	06/26/23 15383760	
23-01796	1 REILL005 REILLY & SONS INC	234.30 GALS DIESEL	685.33	P	248	07/07/23	07/07/23	07/07/23 15435280	
23-01797	1 REILL005 REILLY & SONS INC	203.50 GALS GASOLINE E10	614.57	P	248	07/07/23	07/07/23	07/07/23 15435634	
23-01873	1 REILL005 REILLY & SONS INC	353.70 GALS DIESEL	1,004.51	P	249	07/12/23	07/12/23	07/12/23 15488117	
23-01874	1 REILL005 REILLY & SONS INC	154.30 GALS GASOLINE E10	450.56	P	249	07/12/23	07/12/23	07/12/23 15488123	
			9,141.40						
01-430-2330	VEHICLE MAINT AND REPAIR								
23-01103	7 PTEQU005 PT EQUIPMENT LLC.	GENERATION EQUIP SERV TV TRUCK	677.78	P	24866	04/21/23	06/27/23	06/27/23 EA40-34-SI-01	
23-01634	1 ASSOC005 ASSOCIATED TRUCK PARTS	30T LONG STROKE WELDED CLEVIS	93.50	P	24819	06/16/23	06/16/23	06/20/23 07P4378	
23-01635	1 ASSOC005 ASSOCIATED TRUCK PARTS	BOX LIGHT LED METRI PACK LH	85.95	P	24819	06/16/23	06/16/23	06/20/23 07P4381	
23-01641	1 INTER005 INTERCON TRUCK EQUIPMENT	WEATHERGUARD SADDLE BOX ALUMIN	840.31	P	24824	06/16/23	06/16/23	06/20/23 1101661-IN	
23-01642	1 INTER005 INTERCON TRUCK EQUIPMENT	WEATHERGUARD SADDLE BOX ALUMIN	1,002.24	P	24824	06/16/23	06/16/23	06/20/23 1101660-IN	
23-01643	1 KEENC005 KEEN COMPRESSED GAS COMPANY	INTERCON WELD ON HINGE 6"	27.19	P	24826	06/16/23	06/16/23	06/20/23 31099181	
23-01644	1 KEENC005 KEEN COMPRESSED GAS COMPANY	COUNTERSINK & CUTOFF ZIP WHEEL	170.70	P	24826	06/16/23	06/16/23	06/20/23 31099794	
23-01646	1 NAPAA005 NAPA AUTO PARTS #38807306	(6) FUEL FILTERS	335.10	P	24828	06/16/23	06/16/23	06/20/23 7335-168120	
23-01647	1 NAPAA005 NAPA AUTO PARTS #38807306	(4) LAMPS & (4) LENS	286.03	P	24828	06/16/23	06/16/23	06/20/23 7335-168776	
23-01648	1 NAPAA005 NAPA AUTO PARTS #38807306	REAR BRAKE SHOES, BRAKE DRUM	151.04	P	24828	06/16/23	06/16/23	06/20/23 7335-171337	
23-01649	1 NAPAA005 NAPA AUTO PARTS #38807306	BRAKE SPRING PLIERS	13.97	P	24828	06/16/23	06/16/23	06/20/23 7335-171457	
23-01650	1 NAPAA010 NAPA AUTO PARTS #38707306	BRAKE SHOE ADJUSTER	20.30	P	24829	06/16/23	06/16/23	06/20/23 7008-144560	
23-01650	2 NAPAA010 NAPA AUTO PARTS #38707306	(2) WHL CYL	32.48	P	24829	06/16/23	06/16/23	06/20/23 7008-145911	
23-01698	1 OROUR005 O'ROURKE & SONS INC.	4" X4"X3/16 TS 9' STEEL TUBE	125.00	P	24842	06/23/23	06/23/23	06/23/23	
23-01713	1 FRANK005 FRANKLIN CLEANING EQUIP. & SUP	34D WB FLOOR SCRUBBER REPAIR	585.31	P	24860	06/26/23	06/26/23	06/27/23 SI022824	
23-01718	1 INTER005 INTERCON TRUCK EQUIPMENT	(2) 8TON COMBO BALL & PINTLE	581.02	P	24862	06/27/23	06/27/23	06/27/23 1101818-IN	
23-01719	1 LITTL005 LITTLE INC., ROBERT E.	CHAIN LOOP & STIHL MOTOMIX SGA	274.97	P	24863	06/27/23	06/27/23	06/27/23 03-1023227	
23-01720	1 NEWH005 NEW HOLLAND GROUP	BRAKE KIT & PAOS ,ROTOR ASSY	637.46	P	24864	06/27/23	06/27/23	06/27/23 2110679FOW	
23-01721	1 NEWH005 NEW HOLLAND GROUP	(2) TRUCK BED CARGO LINERS	400.90	P	24864	06/27/23	06/27/23	06/27/23 2110687FOW	
23-01726	1 STTCS005 STTC SERVICE TIRE TRUCK CTRS I	TK #9 BRAKES & ROTORS, SENSOR	486.42	P	24869	06/27/23	06/27/23	06/27/23 23-0262049-017	
23-01736	1 SENNR005 SENN REPAIRS	TRANS LEAK,HOSE,FITTING TK #40	477.53	P	24888	06/29/23	06/29/23	07/03/23 7266	
23-01755	1 LITTL005 LITTLE INC., ROBERT E.	ST CF3 PRO TRIMMER LINE	92.99	P	24884	07/03/23	07/03/23	07/03/23 03-1024280	
23-01774	2 LOWES005 LOWES BUSINESS ACCOUNT/GEFC	VARIOUS PURCHASES- SEE NOTES	309.76	P	249	07/06/23	07/06/23	07/06/23 061723	
23-01799	1 GRAPH010 PRECISION GRAPHIX	EG FIRE MARSHALL TRUCKGRAPHICS	775.00	P	24915	07/10/23	07/10/23	07/11/23 3878	
23-01800	1 GRAPH010 PRECISION GRAPHIX	SKID STEER GRAPHICS BOTH SIDES	260.00	P	24915	07/10/23	07/10/23	07/11/23 3856	
23-01802	1 GRAPH010 PRECISION GRAPHIX	CODE ENFORCEMENT TRUCKGRAPHICS	360.00	P	24915	07/10/23	07/10/23	07/11/23 3854	
23-01808	1 NEWH005 NEW HOLLAND GROUP	CLIPS FOR PICKUP TRUCK GRILL	6.36	P	24923	07/10/23	07/10/23	07/11/23 2113365FOW	
23-01810	1 NAPAA005 NAPA AUTO PARTS #38807306	BATTERY	249.57	P	24922	07/10/23	07/10/23	07/11/23 7335-178381	
23-01810	2 NAPAA005 NAPA AUTO PARTS #38807306	BATTERY	18.00	P	24922	07/10/23	07/10/23	07/11/23 7335-178560	
23-01810	3 NAPAA005 NAPA AUTO PARTS #38807306	BATTERY	16.19	P	24922	07/10/23	07/10/23	07/11/23 7335-178183	

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01-430-2330	VEHICLE MAINT AND REPAIR	Continued							
23-01813 1 KENTA005 KENT AUTOMOTIVE		8"CRMP WIREE WHEEL MED & WIDE	454.57	P	24918 07/10/23	07/10/23	07/11/23	9310722891	
23-01813 2 KENTA005 KENT AUTOMOTIVE		8"CRMP WIREE WHEEL MED & WIDE	227.67	P	24918 07/10/23	07/10/23	07/11/23	9600140439	
23-01823 1 LUBRI005 LUBRICATING & LIFTS EQUIPMENT		(2) LIFT SERV BAY INSPECTIONS	664.00	P	24920 07/10/23	07/10/23	07/11/23	19424	
23-01824 1 FOLEY005 FOLEY INC.		PERFORM PM2 CAT 27203XE	1,818.38	P	24914 07/10/23	07/10/23	07/11/23	SIN00086141	
23-01864 1 PPCLU005 PPC LUBRICANTS EAST		(2) 55 GAL BLUE DEF	519.35	P	24932 07/11/23	07/11/23	07/11/23	2155133	
23-01867 1 AGIND005 AG-INDUSTRIAL INC		16.25" & 22.25" BLADES	325.98	P	24908 07/11/23	07/11/23	07/11/23		
23-01868 1 HOOBE005 HOOBER INC.		(2) 19" WOODS BLADE KITS	511.62	P	24917 07/11/23	07/11/23	07/11/23	S1871264	
			13,390.92						
01-430-2600	MINOR EQUIP. PURCHASE								
23-01645 1 KNOXE005 KNOX EQUIPMENT RENTALS INC.		SCARIFIER,GAS CRETE PLANNER	6,980.12	P	24827 06/16/23	06/16/23	06/20/23	123282.1.2	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
01-433-2450	MATERIALS & SUPPLIES - SIGNS								
23-01659 1 WEIGA005 WEIGAND INC., H.A.		9"FLAT STREET SIGN SINGLE SIDE	160.00	P	24831 06/20/23	06/20/23	06/20/23	121938	
23-01666 1 STRIP005 BRITE STRIPE		PAINT STOP BARS AT WILSON DR	30.00	P	24847 06/21/23	06/21/23	06/23/23		
			50.00						
01-433-2470	UTILITIES - TRAFFIC LIGHTS								
23-01771 2 PEC00020 PECO - 99193-01400		99193-01400 5/19/23- 6/20/23	582.65	P	251 07/03/23	07/03/23	07/06/23	062923	
01-433-2500	MAINT. REPAIRS.TRAFF.SIG.								
23-01738 1 HIGGI010 HIGGINS & SONS INC., CHARLES A TRAF LGHT MAIN RESERVOIR&STRAS			3,885.00	P	24880 06/29/23	06/29/23	07/03/23	58781	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01820 1 HIGGI010 HIGGINS & SONS INC., CHARLES A TRAFFIC LIGHT MAINTENANCE			376.00	P	24916 07/10/23	07/10/23	07/11/23	58846	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01821 1 HIGGI010 HIGGINS & SONS INC., CHARLES A TRAFFIC LGT MAIN-ROSEHILL&MANL			397.00	P	24916 07/10/23	07/10/23	07/11/23	58829	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
			4,658.00						
01-434-3610	STREET LIGHTING								
23-01771 1 PEC00020 PECO - 99193-01400		99193-01400 5/19/23- 6/20/23	633.64	P	251 07/03/23	07/03/23	07/06/23	062923	
01-436-2450	STORMWATER MATERIALS & SUPPLIES								
23-01753 1 LANE005 LANE ENTERPRISES INC.		HDPE INLINE BELL 36" DIA 20'L	5,323.00	P	24882 07/03/23	07/03/23	07/03/23		
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01861 2 PENNS010 PENNSYLVANIA ONE CALL SYSTEM		MONTHLY ACTIVITY FEE-JUNE 2023	51.73	P	24931 07/11/23	07/11/23	07/11/23	1012983	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							

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01-436-2450	STORMWATER MATERIALS & SUPPLIES	Continued							
23-01866 1 MAINL010	MAIN LINE CONCRETE	BRICK WATSONTOWN SEWER SOLID	309.75	P	24821 07/11/23	07/11/23	07/11/23	522145	
			5,684.48						
01-437-2460	GENERAL EXPENSE - SHOP								
23-01740 1 WOODC005	WOODCRAFT 537	(2) WATCO BLACK WALNUT QT	45.98	P	24894 06/29/23	06/29/23	07/03/23	537-061022	
23-01741 1 WOODC005	WOODCRAFT 537	(12) GRANAT P120 SINGLESANDPAPE	6.00	P	24894 06/29/23	06/29/23	07/03/23		
23-01774 3 LOWES005	LOWES BUSINESS ACCOUNT/GECE	VARIOUS PURCHASES- SEE NOTES	1,552.57	P	249 07/06/23	07/06/23	07/06/23	061723	
23-01801 1 GRAPH010	PRECISION GRAPHIX	(3) HARD HAT DECALS	330.00	P	24915 07/10/23	07/10/23	07/11/23	3855	
			1,934.55						
01-438-2450	MATERIALS & SUPPLIES-HIGHWAYS								
23-01640 1 HIGHW005	HIGHWAY MATERIALS INC.	229.91TON 9.5MM 0.3<30,H,PG64S	15,289.05	P	24823 06/16/23	06/16/23	06/20/23	331340	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01657 1 HIGHW005	HIGHWAY MATERIALS INC.	52.42TON 9.5MM, 0.3<30,H,PG64S	3,485.94	P	24823 06/20/23	06/20/23	06/20/23	331748	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01662 1 HIGHW005	HIGHWAY MATERIALS INC.	60.03TON 9.5MM 0.3<30,H,PG64S	3,992.01	P	24823 06/20/23	06/20/23	06/20/23		
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01714 1 HIGHW005	HIGHWAY MATERIALS INC.	2.99TON 19MM, 0.3<30,B,PG64S-2	180.90	P	24861 06/26/23	06/26/23	06/27/23	332450	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01761 1 TRAFF020	TRAFFIC PLAN	FLAGGING SERV 6/11-6/17/23FORR	1,215.52	P	24890 07/03/23	07/03/23	07/03/23	23-05459	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01762 1 TRAFF020	TRAFFIC PLAN	FLAGGING SERV 6/4-6/10/23 LINE	968.02	P	24890 07/03/23	07/03/23	07/03/23	23-05169	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01763 1 TRAFF020	TRAFFIC PLAN	FLAGGING SERV 6/4-6/10/23 MANL	1,042.27	P	24890 07/03/23	07/03/23	07/03/23	23-05170	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
			26,173.71						
01-438-2460	TREE REMOVAL								
23-01645 2 KNOXE005	KNOX EQUIPMENT RENTALS INC.	OVERPAYMENT FROM 2022	360.00-	P	24827 06/16/23	06/16/23	06/20/23	23391CK OVRPYMT	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
01-438-3840	EQUIPMENT RENTAL								
23-01671 1 MASTR005	MASTROCOLA HAULING	LOWBOY RENT-6/2/23 TECH MILL	614.96	P	24839 06/21/23	06/21/23	06/23/23	15096	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01733 1 MASTR005	MASTROCOLA HAULING	LOWBOY RENT-6/9 & 6/14 FAIRWAY	755.56	P	24885 06/29/23	06/29/23	07/03/23	15125	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							
23-01752 1 FOLEY005	FOLEY INC.	CAT SKID STEER LOADER RENTAL	1,311.50	P	24878 07/03/23	07/03/23	07/03/23	INW0081269	
	Tracking Id: LIQFUEL	LIQUID FUEL PURCHASES							

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01-438-3840	EQUIPMENT RENTAL	Continued							
23-01825	1 FOLEY005 FOLEY INC. Tracking Id: LIQFUEL	LEDWELL WATER TRUCK RENTAL LIQUID FUEL PURCHASES	3,559.00	P	24914	07/10/23	07/10/23	07/11/23 INV0084898	
			6,241.02						
01-452-2020	SUMMER PROGRAM - ENTERTAINMENT								
23-01775	1 PERON005 PERON, KELLY	MAGIC SHOW FOR SUMMER CAMP 7/6	250.00	P	24903	07/06/23	07/06/23	07/06/23 070623	
01-452-3505	GOLF DAY - APPLEBROOK								
23-01661	1 APPLE005 APPLEBROOK GOLF CLUB	GOLF OUTING 062723-34 W/CADDIE	4,785.00	P	24851	06/20/23	06/26/23	06/26/23 062023	
23-01661	2 APPLE005 APPLEBROOK GOLF CLUB	GOLF OUTING 062723-62 W/O CADD	7,590.00	P	24851	06/20/23	06/26/23	06/26/23 062023	
			12,375.00						
01-452-3508	ART								
23-01697	1 MATHE005 MATHERS PRODUCTION LLC.	ART WALK ADVERTISING- WC PRESS	434.00	P	24840	06/23/23	06/23/23	06/23/23 7191	
01-452-3701	LADIES & YOUTH TENNIS								
23-01656	1 JUSTT005 JUST TENNIS LLC.	TENNIS INSTR. SPRING AM ADULT	3,604.00	P	24825	06/20/23	06/20/23	06/20/23 203	
01-454-2460	TREE REMOVAL-PARK								
23-01811	1 ORNER005 ORNER, TRAVIS	REMOVE HICKORY TREE GRANDOAKLN	2,750.00	P	24925	07/10/23	07/10/23	07/11/23 1502	
01-454-3000	GENERAL EXPENSE								
23-01673	1 PORTA005 PORT A BOWL RESTROOM CO.	PORTABLE RESTRMS 062323-062623	330.00	P	24843	06/21/23	06/21/23	06/23/23 INV/2023/14621	
23-01819	1 COMCA090 COMCAST 8499-10-109-0168581	0168581 7/9/23- 8/8/23 PARK RR.	189.94	P	24911	07/10/23	07/10/23	07/11/23 070423	
			519.94						
01-454-3100	PROFESSIONAL SERVICES								
23-01653	1 ARMBR010 ARM BRICKHOUSE	MAY 2023 WATER SAMPLING	362.04	P	24818	06/16/23	06/16/23	06/20/23 0009244	
01-454-3600	UTILITIES								
23-01748	1 PEC00025 PECO - 59500-35010	59500-35010 5/23-6/22/23POND P	39.09	P	24886	07/03/23	07/03/23	07/03/23 062323	
23-01770	1 PEC00030 PECO - 45951-30004	45951-30004 5/18-6/19/23RESTRO	60.46	P	252	07/03/23	07/03/23	07/06/23 062023	
23-01783	1 COMCA100 COMCAST 8499 10 109 0170322	0170322 7/1-7/31/23 PARKCAMERA	119.90	P	24899	07/06/23	07/06/23	07/06/23 062623	
23-01804	1 PEC00035 PECO - 18510-39089	18510-39089 6/1-6/30/23BOWTREE	76.30	P	24927	07/10/23	07/10/23	07/11/23 070323	
23-01805	5 PEC00010 PECO - 99193-01302	9919301302 4/24-6/23/23SUMMARY	113.23	P	24926	07/10/23	07/10/23	07/11/23 070623	
			408.98						

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01-454-3711	POND TREATMENT								
23-01717 1 UNLIM005	AQUASCAPES UNLIMITED	POND SERV 060823 PIN OAK,BOWTR	613.50	P	24871 06/27/23	06/27/23	06/27/23	4709	
23-01737 1 UNLIM005	AQUASCAPES UNLIMITED	POND SERV 062223 PINOAK,BOWTRE	696.00	P	24891 06/29/23	06/29/23	07/03/23	4748	
			1,309.50						
01-454-3712	POND LANDSCAPING								
23-01774 4 LOWES005	LOWES BUSINESS ACCOUNT/GEFC	VARIOUS PURCHASES- SEE NOTES	64.00	P	249 07/06/23	07/06/23	07/06/23	061723	
01-454-3717	MARYDELL POND REHAB								
23-01772 1 PECO0050	PECO - 02280-03067	02280-03067 5/31-6/29/23MARYDE	85.19	P	253 07/03/23	07/03/23	07/06/23	062923	
01-454-3725	SATELITE PARK IMPROVEMENT (PONDS)								
23-01638 1 EXETE005	EXETER SUPPLY COMPANY INC	BENSEAL GRANULAR BENTONITE	1,459.20	P	24822 06/16/23	06/16/23	06/20/23	311935	
01-454-3740	PARK MAINTENANCE & REPAIR								
23-01669 1 LECLE005	LEC - LENNI ELECTRIC CORPORATI	APPLEBROOK REPLACE BROKN GLOBE	589.77	P	24837 06/21/23	06/21/23	06/23/23	230612	
23-01729 1 ULINE005	ULINE	AIR FRESHNERS & DISPENSER	401.23	P	24870 06/27/23	06/27/23	06/27/23	165105162	
23-01754 1 LECLE005	LEC - LENNI ELECTRIC CORPORATI	PARK-TESTED LGT & OCC SENSOR	394.25	P	24883 07/03/23	07/03/23	07/03/23	230635	
23-01774 5 LOWES005	LOWES BUSINESS ACCOUNT/GEFC	VARIOUS PURCHASES- SEE NOTES	74.85	P	249 07/06/23	07/06/23	07/06/23	061723	
			1,460.10						
01-462-2485	BLACKSMITH SUPPLIES								
23-01751 1 KERSCO05	KERSCHNER, GARY	REIMBURSE REPLACED DRYER HOSE	15.89	P	24881 07/03/23	07/03/23	07/03/23	063023	
01-462-2492	GENERAL EXPENSE								
23-01705 1 SAFET005	SAFETY SOLUTIONS INC.	BLACKSMITH SHOP- FIRST AID KIT	179.95	P	24868 06/26/23	06/26/23	06/27/23	56054	
01-483-5315	PENSION - DC NON-UNIFORM								
23-01764 1 FBO00005	TD AMERITRADE FBO 913-022866	JULY 2023 FBO 913-022866	15,675.00	P	24877 07/03/23	07/03/23	07/03/23	070323	
01-486-1560	HEALTH,ACCID. & LIFE								
23-01693 1 STAND005	STANDARD INSURANCE CO., THE	JULY 2023 PREMIUM	4,172.62	P	24846 06/22/23	06/22/23	06/23/23	061423	
23-01728 1 DELAW040	DELAWARE VALLEY HEALTH TRUST	JULY 2023 PREMIUM MED & DENTAL	66,936.77	P	24858 06/27/23	06/27/23	06/27/23	25206	
			71,109.39						
01-486-3500	INSURANCE COVERAGE -PREM.								
23-01681 1 DLVWK005	DELAWARE VALLEY WORKERS'COMP.	WORKERS COMP Q3 2023 CONTRIB	37,699.25	P	24836 06/21/23	06/21/23	06/23/23	WCPREM23-EGOSH3	

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01-487-1550	DRUG & ALCOHOL TESTING								
23-01792 1 WINNI005 WINNIPESAUKEE DRUG CONSORT. SE DRUG SCREENING KILGORE EDWARD			80.00	P	24907 07/06/23	07/06/23	07/06/23	23521	
23-01792 2 WINNI005 WINNIPESAUKEE DRUG CONSORT. SE DRUG SCREENING VINCENT DAMINCO			80.00	P	24907 07/06/23	07/06/23	07/06/23	23521	
			160.00						
01-487-1910	UNIFORMS								
23-01636 2 CINTA005 CINTAS CORPORATION #287		CLEAN MATS & UNIFORMS WE061423	1,002.26	P	24820 06/16/23	06/16/23	06/20/23	4158577544	
23-01712 2 CINTA005 CINTAS CORPORATION #287		CLEAN MATS & UNIFORMS WE062123	701.00	P	24857 06/26/23	06/26/23	06/27/23	4159252990	
23-01750 2 CINTA005 CINTAS CORPORATION #287		CLEAN MATS & UNIFORMS WE062823	701.00	P	24875 07/03/23	07/03/23	07/03/23	4159988797	
23-01853 2 CINTA005 CINTAS CORPORATION #287		CLEAN MATS & UNIFORMS WE070623	701.00	P	24909 07/11/23	07/11/23	07/11/23	4160755165	
			3,105.26						
	Fund Total:		701,805.48						
03-430-7400	CAPITAL REPLACEMENT - HWY EQUIP								
23-01679 1 FRED005 FRED BEANS FORD LINCOLN OF WC 2023 FORD F-350 8X3BT3PED17601			72,085.00	P	1587 06/21/23	06/21/23	06/23/23	91139 061523	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
23-01680 1 FRED005 FRED BEANS FORD LINCOLN OF WC 2023 FORD F-350 8X3BT3PED17602			72,085.00	P	1587 06/21/23	06/21/23	06/23/23	91140 061523	
	Tracking Id: LIQFUEL LIQUID FUEL PURCHASES								
			144,170.00						
	Fund Total:		144,170.00						
05-420-1400	C.C. METERS -WAGES								
23-01746 1 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			1,196.40	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-1401	C.C. INTERCEPTOR - WAGES								
23-01746 5 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			1,370.92	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-1402	C.C. COLLECTION - WAGES								
23-01746 3 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			20,641.45	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-1405	ASHBRIDGE WAGES								
23-01746 11 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			3,358.62	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-1406	MILL VALLEY - WAGES								
23-01746 13 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			3,331.81	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	

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05-420-2510 23-01746 2 EASTG010	C.C. METERS -VEHICLE OPER. EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		517.68	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-2511 23-01746 6 EASTG010	C.C. INTERCPT-VEHICLE OPER EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		1,621.56	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-2512 23-01746 4 EASTG010	C.C. COLLEC.-VEHICLE OPER. EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		11,729.53	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-2515 23-01746 12 EASTG010	ASHBRIDGE - VEHICLE OPER EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		2,001.72	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-2516 23-01746 14 EASTG010	MILL VALLEY - VEHICLE OPER EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		1,857.92	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-420-3600 23-01806 3 PECO0005	C.C. METERS - UTILITIES PECO - 99193-01204	9919301204 5/24-6/23/SUMMARY	5.26	P	5691 07/10/23	07/10/23	07/11/23	070623	
23-01806 4 PECO0005	PECO - 99193-01204	9919301204 5/24-6/23/SUMMARY	5.26	P	5691 07/10/23	07/10/23	07/11/23	070623	
			10.52						
05-420-3601 23-01779 1 MODEM005	C.C. INTERCEPTOR-UTILITIES VERIZON - 442069312 MODEMS	5/26/23-6/25/23 MODEMS	140.48	P	5680 07/06/23	07/06/23	07/06/23	9938125279	
05-420-3602 23-01684 1 AQUAP015	C.C. COLLECTION -UTILITIES AQUA PA 05	300141 0300141 5/18-6/16/23 GH	20.46	P	5659 05/22/23	06/22/23	06/23/23	062023 GH	
23-01687 1 AQUAP015	AQUA PA 05	363541 0357724 5/18-6/16/23 BK	20.46	P	5659 06/22/23	06/22/23	06/23/23	062023 BK	
23-01699 1 COMCA045	COMCAST 8499-10-109-0166205	0166205 6/21-7/20/23 THORNCRFT	165.01	P	5661 06/23/23	06/23/23	06/23/23	061623	
23-01710 1 AQUAP015	AQUA PA 05	309826 0309826 5/23-6/21/23 TH	23.26	P	5664 06/26/23	06/26/23	06/27/23	062323 TH	
23-01777 1 COMCA040	COMCAST 8499-10-085-0054593	0054593 6/28-7/27/23 HERSHEY	175.01	P	5678 07/06/23	07/06/23	07/06/23	062323	
23-01806 5 PECO0005	PECO - 99193-01204	9919301204 5/24-6/23/SUMMARY	5.02	P	5691 07/10/23	07/10/23	07/11/23	070623	
23-01806 7 PECO0005	PECO - 99193-01204	9919301204 5/24-6/23/SUMMARY	302.91	P	5691 07/10/23	07/10/23	07/11/23	070623	
23-01806 8 PECO0005	PECO - 99193-01204	9919301204 5/24-6/23/SUMMARY	11.27	P	5691 07/10/23	07/10/23	07/11/23	070623	
			723.40						
05-420-3603 23-01776 1 COMCA035	ASHBRIDGE - UTILITIES COMCAST 8499-10-109-0165934	0165934 6/28-7/27/23 ASHBRIDGE	175.01	P	5677 07/06/23	07/06/23	07/06/23	062323	
23-01803 1 PECO0040	PECO - 04725-43025	04725-43025 6/1-6/30/23WYLLPEN	373.94	P	5692 07/10/23	07/10/23	07/11/23	070323	
			548.95						

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05-420-3604	MILL VAL./BARKWAY UTILITIES								
23-01778 1 COMCA030	COMCAST 8499-10-085-0054585	0054585 6/28-7/27/23 BARKWAY	175.23	P	5676 07/06/23	07/06/23	07/06/23	062323	
23-01806 1 PECO0005	PECO - 99193-01204	9919301204 5/24-6/23/23SUMMARY	172.71	P	5691 07/10/23	07/10/23	07/11/23	070623	
			347.94						
05-420-3700	C.C. METERS-MAINT.& REPRS.								
23-01651 1 ALLIE005	ALLIED CONTROL SERVICES	ONSITE CALIBRATION 2ND QTR2023	1,120.00	P	5655 06/16/23	06/16/23	06/20/23	317887	
05-420-3701	C.C. INTERCEPT.-MAINT.&REP								
23-01861 1 PENNS010	PENNSYLVANIA ONE CALL SYSTEM	MONTHLY ACTIVITY FEE-JUNE 2023	51.73	P	5693 07/11/23	07/11/23	07/11/23	1012983	
05-420-3702	C.C. COLLEC.-MAINT.& REPR.								
23-01103 1 PTEQU005	PT EQUIPMENT LLC.	GENERATION EQUIP SERV ASHBRIDG	677.78	P	5667 04/21/23	06/27/23	06/27/23	EA40-34-SI-01	
23-01103 2 PTEQU005	PT EQUIPMENT LLC.	GENERATION EQUIP SERV BARKWAY	677.78	P	5667 04/21/23	06/27/23	06/27/23	EA40-34-SI-01	
23-01672 1 ORNER005	ORNER, TRAVIS	CHIP& CLEAN UP ASH TREE DEBRIS	750.00	P	5662 06/21/23	06/21/23	06/23/23	1494	
23-01677 1 WEINS005	WEINSTEIN SUPPLY	CAMPBELL ORING, SEDIMENT CART.	378.90	P	5663 06/21/23	06/21/23	06/23/23	5031530633.001	
23-01703 1 PIPEX005	PIPE XPRESS INC.	BUTYL SEALANT,CLR CEMENT,PRIME	769.56	P	5666 06/26/23	06/26/23	06/27/23	126774	
23-01703 2 PIPEX005	PIPE XPRESS INC.	BUTYL SEALANT,CLR CEMENT,PRIME	15.39	P	5666 06/26/23	06/26/23	06/27/23	126774	
23-01732 1 EXETE005	EXETER SUPPLY COMPANY INC	PVC TEE, BEND, WYE, MECH PLUG	1,982.79	P	5672 06/29/23	06/29/23	07/03/23	371674	
23-01734 1 NEWEN005	NEW ENTERPRISE STONE & LIME IN	STONE, AASHTO #57 119.68 TON	2,992.00	P	5673 06/29/23	06/29/23	07/03/23	8101502	
23-01735 1 ORNER005	ORNER, TRAVIS	REMOVE 40 DEADCOTTONWOOD TREES	12,000.00	P	5674 06/29/23	06/29/23	07/03/23	1496	
23-01849 1 LECLE005	LEC - LENNI ELECTRIC CORPORATI	BARKWAY-MUFFIN MONSTER TRIPPIN	96.00	P	5689 07/11/23	07/11/23	07/11/23	230639	
23-01863 1 EXETE005	EXETER SUPPLY COMPANY INC	SCH40 PVC PRES PIPE& COUPLING	2,199.84	P	5688 07/11/23	07/11/23	07/11/23	371692	
			22,509.26						
05-420-3704	C.C. COLLEC.-MAINT & REP - I&I								
23-01724 1 PIPEX005	PIPE XPRESS INC.	8 X 20' PVC S40 PIPE	1,689.00	P	5666 06/27/23	06/27/23	06/27/23	126784	
23-01724 2 PIPEX005	PIPE XPRESS INC.	8 X 20' PVC S40 PIPE	33.78	P	5666 06/27/23	06/27/23	06/27/23	126784	
			1,655.22						
05-422-1400	R.C. STP- WAGES								
23-01746 9 EASTG010	EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		37,029.35	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-422-1401	R.C. COLLEC.- WAGES								
23-01746 7 EASTG010	EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		21,287.51	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-422-2440	R.C. STP- CHEMICALS								
23-01731 1 CUSTO010	CUSTOM ENVIRONMENTAL TECHNOLOG	2290 GALLON TOTE ZETA LYTE 843	7,003.10	P	5671 06/29/23	06/29/23	07/03/23	8372	

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05-422-2440 23-01766 1 UNIVA005	R.C. STP- CHEMICALS UNIVAR USA INC.	Continued 1545 GALS ALMN SULFATE 48%	3,576.25 10,579.35	P	5675 07/03/23	07/03/23	07/03/23	51269205	
05-422-2441 23-01727 1 UNIVA005	R.C. COLLEC.-CHEMICALS UNIVAR USA INC.	216 BAGS SODA ASH LITE	5,517.28	P	5668 06/27/23	06/27/23	06/27/23	51246332	
05-422-2510 23-01746 10 EASTG010	R.C. STP-VEHICLE OPER. EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		28,443.63	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-422-2511 23-01746 8 EASTG010	R.C. COLLEC-VEHICLE OPER. EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK		4,931.74	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-422-3600 23-01806 2 PEC00005	R.C STP -UTILITIES PECO - 99193-01204	9919301204 5/24-6/23/23SUMMARY	7,006.31	P	5691 07/10/23	07/10/23	07/11/23	070623	
23-01818 1 COMCA095	COMCAST 8499 10 109 0169050	0169050 7/8-8/7/23 TOWNE DR	253.34 7,259.65	P	5686 07/10/23	07/10/23	07/11/23	070323	
05-422-3601 23-01708 1 AQUAP015	R.C. COLLEC.-UTILITIES AQUA PA 05	1087842 5/23/23-6/21/23 TWN	63.87	P	5664 06/26/23	06/26/23	06/27/23	062323 TWN	
23-01781 1 FIOS0005	VERIZON - PW FIOS 0001-15	6/28-7/27/23 PW FIOS	79.00	P	5679 07/06/23	07/06/23	07/06/23	062723	
23-01806 6 PEC00005	PECO - 99193-01204	9919301204 5/24-6/23/23SUMMARY	193.09 245.96	P	5691 07/10/23	07/10/23	07/11/23	070623	
05-422-3700 23-01103 5 PTEQU005	R.C. STP-MAINT.& REPAIRS PT EQUIPMENT LLC.	GENERATION EQUIP SERV RIDLEY C	677.78	P	5667 04/21/23	06/27/23	06/27/23	EA40-34-SI-01	
23-01103 8 PTEQU005	PT EQUIPMENT LLC.	GENERATION EQUIP SERV RIDLEY C	677.77	P	5667 04/21/23	06/27/23	06/27/23	EA40-34-SI-01	
23-01639 1 HACHC005	HACH COMPANY	BUFFER SOLN, RED & YELLOW, 20L	403.52	P	5658 06/16/23	06/16/23	06/20/23	13611887	
23-01652 1 ARMBR010	ARMY BRICKHOUSE	MAY 23 E GOSHEN/APPLEBROOK CC	1,824.33	P	5657 06/16/23	06/16/23	06/20/23	0009042	
23-01723 1 PIPE0005	PIPE DATA VIEW	VACUUM/ CLEAN CAUSTIC TANK	860.00	P	5665 06/27/23	06/27/23	06/27/23	22289	
23-01857 1 LOCKS005	GREAT VALLEY LOCKSHOP	REPAIR EXIT TRIM ON CNTRL ROOM	150.00 4,593.40	P	5690 07/11/23	07/11/23	07/11/23	2023001885	
05-422-3701 23-01103 3 PTEQU005	R.C. COLLEC.-MAINT.& REPR PT EQUIPMENT LLC.	GENERATION EQUIP SERV HM	677.78	P	5667 04/21/23	06/27/23	06/27/23	EA40-34-SI-01	
23-01103 4 PTEQU005	PT EQUIPMENT LLC.	GENERATION EQUIP SERV HUNT	677.78	P	5667 04/21/23	06/27/23	06/27/23	EA40-34-SI-01	
23-01851 1 EJUSA005	EJ USA INC. (EAST JORDAN)	MANHOLE CASTINGS AND LIDS	12,185.40	P	5687 07/11/23	07/11/23	07/11/23	110230047174	

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05-422-3701	R.C. COLLEC.-MAINT.& REPR	Continued							
23-01859 1 ACED1005 ACE DISPOSAL CORPORATION		STAND BY TIME JUNE 23 THORNTON	150.00	P	5682 07/11/23	07/11/23	07/11/23	191716	
			13,690.96						
05-422-3702	R.C. COLLECTION-MAINT. & REP I&I								
23-01851 2 EJUSA005 EJ USA INC. (EAST JORDAN)		MANHOLE CASTINGS AND LIDS	12,185.40	P	5687 07/11/23	07/11/23	07/11/23	110230047174	
05-422-4500	R.C. STP-CONTRACTED SERV.								
23-01788 1 SUBUR010 SUBURBAN TESTING LABS INC.		LABTESTING RCSTP JUNE 2023	2,250.00	P	5681 07/06/23	07/06/23	07/06/23	P3001634	
05-422-4502	R.C. SLUDGE-LAND CHESTER								
23-01665 2 CCSOL005 C.C. SOLID WASTE AUTHORITY		WEEK 6/1/2023- 6/7/2023	382.20	P	531 06/21/23	06/21/23	06/21/23	67521	
23-01695 1 BLOSE005 BLOSENSKI DISPOSAL CO, CHARLES		SWITCH 20 YD W/ LINER 061223	259.00	P	5660 06/22/23	06/22/23	06/23/23	187112	
23-01696 1 BLOSE005 BLOSENSKI DISPOSAL CO, CHARLES		SWITCH 20 YD W/ LINER 061923	259.00	P	5660 06/22/23	06/22/23	06/23/23	187060	
23-01730 2 CCSOL005 C.C. SOLID WASTE AUTHORITY		WEEK 6/8/2023- 6/15/2023	262.86	P	532 06/28/23	06/28/23	06/28/23	67593	
23-01759 1 BLOSE005 BLOSENSKI DISPOSAL CO, CHARLES		SWITCH 20 YD W/ LINER 062623	259.00	P	5670 07/03/23	07/03/23	07/03/23	187117	
23-01798 2 CCSOL005 C.C. SOLID WASTE AUTHORITY		WEEK 06/16/2023- 06/22/2023	453.96	P	533 07/07/23	07/07/23	07/07/23	67663	
23-01817 1 BLOSE005 BLOSENSKI DISPOSAL CO, CHARLES		SWITCH 20 YD W/ LINER 070323	259.00	P	5685 07/10/23	07/10/23	07/11/23	187165	
23-01875 2 CCSOL005 C.C. SOLID WASTE AUTHORITY		WEEK 6/23/2023- 6/30/2023	772.20	P	534 07/12/23	07/12/23	07/12/23	67734	
			2,907.22						
05-429-1400	ADMIN.- WAGES								
23-01746 17 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			32,360.22	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-429-1401	PA ONE CALL - WAGES								
23-01746 15 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			3,360.16	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-429-2501	PA ONE CALL - VEH OPER								
23-01746 16 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023 SEWER CHARGE BACK			2,991.04	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
05-429-3000	ADMIN.-GENERAL EXPENSE								
23-01655 1 AMSAP005 AMS APPLIED MICRO SYSTEMS LTD. CASS CERT-UTILITY BILLING JUNE			75.00	P	5656 06/20/23	06/20/23	06/20/23	69448	
05-429-3100	ADMIN.- PROFESSIONAL SERV								
23-01809 1 AQUAP005 AQUA PA - R		SEWER READINGS4/1-6/30/23-COMM	34.30	P	5683 07/10/23	07/10/23	07/11/23	49-4491098	
05-429-3140	ADMIN - LEGAL								
23-01847 1 PORTN005 PORTNOFF LAW ASSOCIATES, LTD		MAILINGS FOR NOTICE OF DELINQU	937.00	P	5694 07/10/23	07/10/23	07/11/23	2086	

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05-429-3400	ADMIN. - PRINTING								
23-01854 1 BFMCI005 BPMC INC.		V FOLDED PRESSURE SEAL BILLS	432.32	P	5684 07/11/23	07/11/23	07/11/23	26963	
05-429-3730	ADMIN.-BLDG.OVERHEAD								
23-01746 18 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023	SEWER CHARGE BACK		282.70	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
23-01746 19 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023	SEWER CHARGE BACK		17,278.79	P	5669 06/30/23	06/30/23	06/30/23	063023- SEWER	
			17,561.49						
	Fund Total:		283,408.09						
06-427-1400	REFUSE - WAGES								
23-01744 1 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023	REFUSE CHARGE BACK		24,641.61	P	871 06/30/23	06/30/23	06/30/23	063023- REFUSE	
06-427-3000	GENERAL EXPENSE								
23-01655 2 AMSAP005 ANS APPLIED MICRO SYSTEMS LTD, CASS CERT-UTILITY BILLING JUNE			75.00	P	870 06/20/23	06/20/23	06/20/23	69448	
06-427-3140	LEGAL SERVICES								
23-01847 2 PORTN005 PORTNOFF LAW ASSOCIATES, LTD	MAILINGS FOR NOTICE OF DELINQU		937.00	P	873 07/10/23	07/10/23	07/11/23	2086	
06-427-3400	ADVERTISING & PRINTING								
23-01854 2 BFMCI005 BPMC INC.		V FOLDED PRESSURE SEAL BILLS	432.32	P	872 07/11/23	07/11/23	07/11/23	26963	
06-427-3730	ADMIN.BLDG.OVERHEAD								
23-01744 2 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023	REFUSE CHARGE BACK		16.22	P	871 06/30/23	06/30/23	06/30/23	063023- REFUSE	
23-01744 3 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL QTR 2 2023	REFUSE CHARGE BACK		3,485.73	P	871 06/30/23	06/30/23	06/30/23	063023- REFUSE	
			3,501.95						
06-427-4500	CONTRACTED SERV.								
23-01795 1 AJBAJ005 AJB A.J. BLOENSKI INC.	RESIDENTIAL PICKUP JULY 2023		80,993.08	P	630 07/07/23	07/07/23	07/07/23	1360513W360	
06-427-4502	LANDFILL FEES								
23-01665 1 CCSOL005 C.C. SOLID WASTE AUTHORITY	WEEK 6/1/2023- 6/7/2023		9,535.44	P	628 06/21/23	06/21/23	06/21/23	67521	
23-01730 1 CCSOL005 C.C. SOLID WASTE AUTHORITY	WEEK 6/8/2023- 6/15/2023		6,637.78	P	629 06/28/23	06/28/23	06/28/23	67593	
23-01798 1 CCSOL005 C.C. SOLID WASTE AUTHORITY	WEEK 06/16/2023- 06/22/2023		6,587.15	P	631 07/07/23	07/07/23	07/07/23	67663	
23-01875 1 CCSOL005 C.C. SOLID WASTE AUTHORITY	WEEK 6/23/2023- 6/30/2023		6,055.97	P	632 07/12/23	07/12/23	07/12/23	67734	
			28,816.34						

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Account	Description	Item Description	Amount	Stat/Chk	First	Rcvd	Chk/Void	PO
P.O. Id Item Vendor					Enc Date	Date	Date Invoice	Type
06-427-4504	RECYCLING FEES							
23-01850 1 TOTAL010 TOTAL RECYCLE INC.		RECYCLING FEES JUNE 2023	4,834.09	P	874 07/11/23	07/11/23	07/11/23 14328	
	Fund Total:		144,231.39					
07-424-1400	ADMINISTRATIVE WAGES							
23-01745 1 EASTG010 EAST GOSHEN TOWNSHIP - GENERAL		QTR 2 2023 MA CHARGE BACK	10,398.41	P	3431 06/30/23	06/30/23	06/30/23 063023- MA	
07-429-1520	RCSTP - CAUSTIC SODA							
23-01654 1 PYRZW005 PYRZ WATER SUPPLY CO, INC.		PULSAFEEDER TUBING & KOPKIT	831.00	P	3430 06/16/23	06/16/23	06/20/23 46974	
23-01658 1 EXETE005 EXETER SUPPLY COMPANY INC		BRASS THREADED NIPPLE&COUPLING	57.22	P	3429 06/20/23	06/20/23	06/20/23 371652	
23-01739 1 KAPPE005 KAPPE ASSOCIATES		RC WWTP CHEMICAL STORAGE TANK	6,746.00	P	3432 06/29/23	06/29/23	07/03/23 23-276-MI	
23-01860 1 CHEST045 CHESTER COUNTY COATING		GATE & POST- BLAST PRIMER	209.00	P	3433 07/11/23	07/11/23	07/11/23 38775	
	Fund Total:		7,843.22					
	Fund Total:		18,241.63					
09-429-7400	MACHINERY/EQUIPMENT - REPLACEMENT							
23-01852 1 PENNS005 MES - PENNSYLVANIA		4500&3000 PSI CYLINDER,50'HOSE	19,414.92	P	1024 07/11/23	07/11/23	07/11/23 IN1895082	
	Fund Total:		19,414.92					
12-454-3707	BGW TREE							
23-01033 1 MOBIL010 MOBILE DREDGING & VIDEO PIPE		PRE-DREDGE BATHYMETRIC SURVEY	4,100.00	P	1201 04/19/23	07/10/23	07/11/23 43371	
	Fund Total:		4,100.00					
19-409-6050	HERSHEY MILL SEWER PROJECT							
23-01856 1 PENNO005 PENNONI ASSOCIATES INC.		SERV THRU 061823 HM ESTATES SE	416.50	P	31 07/11/23	07/11/23	07/11/23 1177225	
	Fund Total:		416.50					
Total Charged Lines: 316 Total List Amount: 1,315,788.01 Total Void Amount:			0.00					

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Totals by Fund Fund Description	Fund	Expend Total	
GENERAL FUND	01	701,805.48	
CAPITAL FUND	03	144,170.00	
SEWER FUND	05	283,408.09	
REFUSE FUND	06	144,231.39	
MUNICIPAL AUTHORITY	07	18,241.63	EXCLUDED FROM BOARD APPROVAL
SEWER CAPITAL RESERVE	09	19,414.92	
INFRASTRUCTURE	12	4,100.00	
ARPA	19	416.50	
Total of All Funds:		<u>1,315,788.01</u>	
		-18,241.63	
TOTAL FOR BOARD APPROVAL		1,297,546.38	

EAST GOSHEN TOWNSHIP
MONTHLY DEBT PAYMENT BREAKDOWN
June 25, 2023

GENERAL FUND:

Interest payment	Principal payment	Year of Issuance	Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$1,389.98	\$0.00	2003	Multi purpose 9 projects	\$5,500,000.00	\$ 387,000.00	2023
\$0.00	\$0.00	2017	G Playground , Dams, & Paoli Pike Trail	\$5,310,000.00	\$5,285,000.00	2037

SEWER FUND:

Interest payment	Principal payment		Loan Description	Original loan amount	Remaining Principal	Retirement Date
\$16,674.90	\$421,000.00	2008	RCSTP Expansion	9,500,000.00	\$4,632,000.00	2032
\$3,981.49	\$0.00	2013	Diversion Projects	2,500,000.00	\$1,567,000.00	2033
\$0.00	\$0.00	2017	S West Goshen STP	2,840,000.00	\$2,340,000.00	2037

ACH DEBITS TO GENERAL FUNDS

EXPENSE REPORT

Attachment 2 OF 2

Meeting Date

7/4/2023

05/01/2023- 05/31/2023

Fund	Fee Charged	Name	Month Covered	Description
01	38.00	AUTHNET FEES	May 2023	CRED.CARD BANK CHARGES
GENERAL	381.80	BANKCARD FEES	May 2023	CRED.CARD BANK CHARGES
FUND	287.50	M&T MONTHLY FEE	May 2023	POSITIVE PAY & ACH MONITOR
				\$707.30
03	115.00	M&T MONTHLY FEE	May 2023	POSITIVE PAY & ACH MONITOR
CAPITAL				
RESERVE				
				\$115.00
05	1107.35	REIMBURSEMENT of Credit Card Fee	May 2023	Paymentus
SEWER	115.00	M&T MONTHLY FEE	May 2023	POSITIVE PAY & ACH MONITOR
FUND				
				\$1,222.35
06	1107.35	REIMBURSEMENT of Credit Card Fee	May 2023	Paymentus
REFUSE	57.50	M&T MONTHLY FEE	May 2023	POSITIVE PAY & ACH MONITOR
FUND				
				\$1,164.85
	TOTAL			
				\$3,209.50

7/4/2023 ATTACHMENT 1 OF 2

PLGIT 1107.1010		
DATE	DESCRIPTION	TOTAL
	DEREK DAVIS	
4/28/2023	CC AMAZON- AA AND AAA BATTERIES FOR OFFICE	61.32
4/30/2023	CC AMAZON- 128 GB FLASH DRIVE FOR CODES	41.22
5/1/2023	CC GOTOMYPC - ONE MONTH	44.00
5/2/2023	CC AMAZON- NEON FANNY PACKS FOR P & R SUMMER CAMP	74.98
5/3/2023	CC AMAZON- BOARD ROOM MIC SYSTEM	23.05
5/4/2023	CC AMAZON- 1400 PCS LETTER BEADS, SEED STARTER SOIL PLUGS FOR SUMMER CAMP	44.20
5/4/2023	CC AMAZON- Y-SPLITTER CABLE FOR BOARD ROOM MIC SYSTEM	25.18
5/7/2023	CC AMAZON- PORTABLE COOKTOP, GOOGLY EYES, LIP BALM CONTAINER, SUNFLOWER	164.70
5/7/2023	CC AMAZON- WIRELESS MOUSE FOR KEVIN MILLER LAPTOP	24.80
5/8/2023	CC AMAZON- LIGITECH MIC-ENABLED WEBCAM FOR DANA	60.90
5/8/2023	CC PHILLY PRETZEL- PRETZELS FOR WEGO MEETING	16.50
5/14/2023	CC AMAZON- LEGAL ASPECTS OF CODES ADMIN, 2018 INTERN ZONING CODE BOOKS FC	129.30
5/18/2023	CC AMAZON- ENGRAVED CUSTOM DOOR PLATE	10.98
5/20/2023	CC APPLE.COM- ICLOUD	0.99
5/24/2023	CC AMAZON- WARRANTY FOR PW PRINTER	99.99
5/24/2023	CC APPLE.COM- ICLOUD	0.99
5/24/2023	CC 21CM PA2 NEWSPAPERS- DAILY LOCAL SUBSCRIPTION	367.25
5/25/2023	CC AMAZON- HP COLOR PRINTER FOR PW & DC LEAGUR OF SUPER PETS FOR CAMPOUT	691.96
5/26/2023	CC PROV INC.- PHIL BORAWSKI BUILDING INSPECTOR EXAM	130.00
		\$2,012.31
	MARK MILLER	
5/16/2023	CC ULINE.COM- SMOKER'S POLE FOR DISTRICT COURT	209.00
5/17/2023	CC BEST CHOICE TRAILERS- DEPOSIT FOR NEW TRAILER	100.00
5/18/2023	CC ROCKLER WOODWORKING- TABLE SAW ACCESSORIES FOR CHAS	60.40
5/19/2023	CC PTC EZ PASS AUTO- ACCOUNT REPLENISHMENT	500.00

5/22/2023	CC ERNST CONSERVATION SEEDS INC- HME BALDWIN DR. WILDFLOWER SEED MIX	744.91
5/23/2023	CC SOLLENBERGERS- TRAILER REGISTRATION	45.00
	\$1,659.31	
	JASON LANG	
4/26/2023	CC TENNIS COURT SUPPLY-PICKLEBALL PROJECT- PICKLEBALL NETS	750.00
4/27/2023	CC INDENTOGO- PA FINGER PRINT- BGC ELLA PRIETO	26.25
4/30/2023	CC FACEBOOK AD- YARDSALE ADVERTISING	8.00
5/3/2023	CC TAYLORS MUSIC- SIX SPEAKERS	172.50
5/3/2023	CC NEW STREET GARAGE- PARKING FOR SPEAKER AT WCU CLASS	1.50
5/3/2023	CC WEST CHESTER PARKING- PARKING FOR TAYLOR MUSIC	1.00
5/4/2023	CC HOBBY LOBBY- ROCKETRY CAMP SUPPLIES	137.04
5/5/2023	CC INDENTOGO- PA FINGER PRINT- BGC ZACK LOWE	26.25
5/5/2023	CC CVS- THUMB DRIVE FOR ART WALK	21.72
5/5/2023	CC SQ CESTER COUNTY- RIGHTS TO PICTURES FOR MILLTOWN PARK PROJECT	69.00
5/5/2023	CC SQ CESTER COUNTY- FRONT DESK LIBRARY ADMISSIONS	16.00
5/11/2023	CC FENCESCREEN INC- PICKLEBALL PROJECT- PICKLEBALL FENCE GUARD	199.98
5/11/2023	CC IN GSP SIGNS & BANNER- TRAIL ETIQUETTE SIGNS	152.00
5/15/2023	CC PA CHILD ABUSE CERT- BGC ELI MYLONES	26.00
5/17/2023	CC INDENTOGO- PA FINGER PRINT- BGC ELI MYLONES	26.25
5/23/2023	CC AMAZON- HEAVY DUTY ZIP TIES FOR TENNIS COURTS	40.26
5/23/2023	CC AMAZON- NEON BLUE & RED TYVEK WRISTBANDS FOR CAMPOUT	27.30
5/24/2023	CC PAYPAL PLAQUES- MEMORIAL PLAQUE FOR PARK BENCH	98.00
5/25/2023	CC BJS.COM- BLUEBERRY MUFFINS FOR CAMPOUT	83.94
5/25/2023	CC BJS.COM- BANANA NUT MUFFINS FOR CAMPOUT	41.97
5/25/2023	CC BJ'S WHOLESALE- SUPPLIES FOR CAMPOUT	31.99
5/25/2023	CC BJS.COM- JUICE BOXES AND WATER FOR CAMPOUT	113.88
5/25/2023	CC BJS.COM- HERSHEY'S CHOCOLATE BARS FOR CAMPOUT	159.95
	\$2,230.78	

DAVE WARE		
4/26/2023	CC HOTEL HERSHEY- HOTEL FOR PSATS CONFERENCE- SHUEY	102.56
4/26/2023	CC HOTEL HERSHEY- HOTEL FOR PSATS CONFERENCE- SHUEY	-222.00
	-119.44	
	GRAND TOTAL	5,782.96

J/E's made

X

MEMO

Date: July 13, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Stormwater Ordinance Change – 129-E-2023

As discussed at previous meetings, most recently June 6th, the township must update our current stormwater ordinance to reflect statewide changes. On August 17, 2022, the Chester County Board of Commissioners adopted Resolution 55-22 to amend the County-wide Act 167 Stormwater Management Plan for Chester County, PA to replace the 2013 model ordinance with the 2022 County-wide Act 167 Stormwater Management Model Ordinance. This updated ordinance incorporates PA DEP's comments from their review of the Model Ordinance to improve consistency with their state-wide 2022 Stormwater Management Model Ordinance.

The following items are attached:

- Public advertisement notice
- Ordinance 192-E-2023 which will be the enacting stormwater ordinance signed by the board
- *Exhibit A* which shows the language changes in said ordinance
- Appendix A which show the new simplified approach method for small projects (Appendices B to F are largely unchanged)

While much of this amendment is based on county and statewide changes that the township must pass, East Goshen's most notable changes come from board input on the square footage threshold of stormwater projects to determine when regulated activities begin on these projects.

Exemptions from regulated activity will be set at less than 1,000 square feet. In between 1,000-2,000 square feet *Simplified Approach* will be needed. Beyond 2,000 square feet, more detailed stormwater plans would be needed.

The board was comfortable with the proposed language and changes on June 6th, and, if that is still the case, the following motion would be appropriate:

DRAFT MOTION: Mr. Chairman, I move we pass ordinance 129-E-2023, amending Township Code *Chapter 195*, titled *Stormwater Management* to reflect the 2022 County-wide Act 167 Stormwater Management Model Ordinance.

PUBLIC NOTICE

NOTICE IS GIVEN that the Board of Supervisors of East Goshen Township will hold a public meeting to consider passage of the following ordinance during its regular meeting on July 18, 2023 at 7:00 PM at the Township Offices located at 1580 Paoli Pike, West Chester, PA 19380. A copy of the ordinance is available for public examination or may be obtained during regular business hours at the Township Offices. A summary of the text of the ordinance is as follows:

AN ORDINANCE AMENDING CHAPTER 195 STORMWATER MANAGEMENT OF THE EAST GOSHEN TOWNSHIP CODE

Section 1 amends the East Goshen Code of Ordinances to delete the current Chapter 195, Stormwater Management.

Section 2 enacts a revised Chapter 195 of the East Goshen Code. The revised Chapter 195 includes all existing provisions in the Chapter, Article I through Article IX, with revisions to Chapter 195 as follows: Section 195-2 includes an additional finding describing the usage of green infrastructure, low impact development ("LID") and Conservation Design ("CD"); Section 195-6 is amended to include additions to the general exemptions to small project requirements; Section 195-6 amends the small project requirements related to impervious surface and proposed earth disturbance; Section 195-11 amends waiver requirements for regulated stormwater activity; Section 195-13 amends the definition of Best Management Practice ("BMP") and Impervious Surface and adds the definitions of Conservation Design, Evapotranspiration ("ET"), Green Infrastructure, Low Impact Design, Regulated Impervious Surface, and Stormwater Control Measure; Section 195-15 is amended to regulate existing drainage peak rate discharges and rate controls related to green infrastructure, LID and CD methods; Section 195-17 amends the requirements for a letter of adequacy from the Conservation District or PADEF; Section 195-19 is amended to include consideration of green infrastructure, LID and CD methods, along with Evapotranspiration; Section 195-20 amends the regulation of new development and redevelopment as it relates to infiltration BMPs; Section 195-23 allows rainfall depths to be obtained via the Precipitation-Frequency Atlas of the United States; Section 195-28 amends the required signature block of the qualified licensed professional responsible for the SWM site plan and the required stormwater management easement statement; Section 195-28 and 195-30 include a requirement for detailed justification of BMPs other than green infrastructure, LID practices or CDs are proposed; Section 195-32 is amended to include Notice of Termination requirements; Section 195-42 states the Municipality's responsibilities over the control of Stormwater Management, BMP Operations, the Maintenance Fund and Inspections; and Section 195-43 amends the prohibited discharges applicable to all township properties. Appendix A.1 provides applicability, submittal and approval requirements; Appendix B provides information on Conservation Design and LID site design; Appendix C provides runoff coefficient tables; Appendix D provides West Nile Virus Design Guidance; Appendix E provides BMP and Operation and Maintenance Agreement Examples; and Appendix F provides the Chester County Stormwater Management Plan Release Rate Map.

Section 3 provides a Severability Clause.

Section 4 provides a Repealer Clause.

Section 5 provides for an effective five days from enactment.

An opportunity will be afforded to all interested persons in attendance to address the Board of Supervisors in the matter of this ordinance. If you are a person with a disability and wish to attend the meeting as noticed above, and require an auxiliary aid, service or other accommodation to observe or participate in the proceedings, please contact the Township at 610-692-7171 to discuss how East Goshen Township may best accommodate your needs.

Derek Davis
Township Manager

Please publish one time on July 11, 2023 and send proof of publication and statement to: Derek Davis, Township Manager, 1580 Paoli Pike, West Chester, PA 19380.

EAST GOSHEN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. 129-E-2023

AN ORDINANCE AMENDING AND REENACTING, CHAPTER 195
STORMWATER MANAGEMENT OF THE EAST GOSHEN TOWNSHIP CODE

SECTION 1. The existing Chapter 195 of the Code of the Township of East Goshen is deleted.

SECTION 2. Attachment "A" consisting of a revised Chapter 195 of the Code of the Township of East Goshen is enacted in its entirety as the new Chapter 195 Stormwater Management with additions to existing text shown as underlined and deletions shown as strike outs.

SECTION 3. Severability. If any sentence, clause, section or part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or part hereof. It is hereby declared as the intent of the Board of Supervisors that this ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 4. Repealer. All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.

SECTION 5. Effective Date. This Ordinance shall be effective five (5) days after enactment as by law provided.

ENACTED and ORDAINED this _____ day of _____, 2023.

BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP

John Hertzog, Chair

Michael Lynch, Vice Chair

Cody Bright, Member

David E. Shuey, Member

Michele Truitt, Member

ATTEST:

Township Secretary

Chapter 195

Stormwater Management

Article I

General Provisions

§ 195-1 Short title.

This chapter shall be known as the "East Goshen Township Stormwater Management Ordinance."

§ 195-2 Statement of findings.

The governing body of the municipality finds that:

- A. Inadequate management of accelerated stormwater runoff resulting from land disturbance and development throughout a watershed increases flooding, flows and velocities, contributes to erosion and sedimentation, overtaxes the capacity of streams and storm sewers, greatly increases the cost of public facilities to convey and manage stormwater, undermines floodplain management and flood reduction efforts in upstream and downstream communities, reduces infiltration and groundwater recharge, increases nonpoint source pollution to waterways, and threatens public health and safety.
- B. Inadequate planning and management of stormwater runoff resulting from land disturbance and development throughout a watershed can harm surface water resources by changing the natural hydrologic patterns, accelerating stream flows (which increase scour and erosion of streambeds and stream banks, thereby elevating sedimentation), destroying aquatic habitat, and elevating aquatic pollutant concentrations and loadings such as sediments, nutrients, heavy metals, and pathogens. Groundwater resources are also impacted through loss of recharge.
- C. A comprehensive program of stormwater management, including minimization of impacts of new development, redevelopment, and other earth disturbance activities causing accelerated runoff and erosion and loss of natural infiltration, is fundamental to the public health, safety, and general welfare of the people of the municipality and all of the people of the commonwealth, their resources, and the environment.
- D. Stormwater is an important water resource that provides infiltration and groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality.
- E. Impacts from stormwater runoff can be minimized by reducing the volume of stormwater generated and by using project designs that maintain the natural hydrologic regime and sustain high water quality, infiltration, stream base flow, and aquatic ecosystems. Cost-effective and environmentally sensitive stormwater management can be achieved through the use of nonstructural site design techniques that minimize impervious surfaces, reduce disturbance of land and natural resources, avoid sensitive areas (i.e., riparian buffers, floodplains, steep slopes, wetlands, etc.), and consider topography and soils to maintain the natural hydrologic regime.
- F. Public education on the control of pollution from stormwater is an essential component in successfully addressing stormwater.
- G. Federal and state regulations require the municipality to implement a program of stormwater controls. The municipality is required to obtain a permit and comply with its provisions for stormwater discharges from its separate storm sewer system under the National Pollutant Discharge Elimination System (NPDES).
- H. Nonstormwater discharges to municipal or other storm sewer systems can contribute to pollution of the waters of the commonwealth.

- I. The use of green infrastructure, low impact development (LID), and Conservation Design (CD) are intended to address the root cause of water quality impairment by using systems and practices which use or mimic natural processes to: 1) infiltrate and recharge, 2) evapotranspire, and/or 3) harvest and use precipitation near where it falls to earth. Green infrastructure practices, LID, and CD contribute to the restoration or maintenance of pre-development hydrology.

§ 195-3 Purpose.

The purpose of this chapter is to protect public health, safety and general welfare, property and water quality by implementing drainage and stormwater management practices, criteria, and provisions included herein for land development, construction and earth disturbance activities, to achieve the following throughout the municipality:

- A. Reduce the frequency and magnitude of flooding and stormwater impacts affecting people, property, infrastructure and public services.
- B. Sustain or improve the natural hydrologic characteristics and water quality of groundwater and surface waters.
- C. Protect natural resources, including riparian and aquatic living resources and habitats.
- D. Maintain the natural hydrologic regime of land development sites and their receiving watersheds.
- E. Minimize land disturbance and protect and incorporate natural hydrologic features, drainage patterns, infiltration, and flow conditions within land development site designs.
- F. Reduce and minimize the volume of stormwater generated, and manage and release stormwater as close to the source of runoff as possible.
- G. Provide infiltration and maintain natural groundwater recharge to protect groundwater supplies and stream base flows, to prevent degradation of surface water and groundwater quality, and to otherwise protect water resources.
- H. Reduce stormwater pollutant loads to protect and improve the chemical, physical, and biological quality of ground and surface waters.
- I. Reduce scour, erosion and sedimentation of stream channels.
- J. Reduce flooding impacts and preserve and restore the natural flood-carrying capacity of streams and their floodplains.
- K. Protect adjacent and downgradient lands from adverse impacts of direct stormwater discharges.
- L. Minimize impervious surfaces and connected impervious surfaces to promote infiltration and reduce the volume and impacts of stormwater runoff.
- M. Provide proper long-term operation and maintenance of all permanent stormwater management facilities, BMPs and conveyances that are implemented within the municipality.
- N. Reduce the impacts of runoff from existing developed land undergoing redevelopment while encouraging new development and redevelopment in urban areas and areas designated for growth.
- O. Implement an illicit discharge detection and elimination program that addresses nonstormwater discharges.
- P. Provide stormwater management performance standards and design criteria ~~based on a watershed-based stormwater management planning basis.~~

- Q. Provide standards to meet certain NPDES stormwater permit requirements.
- R. Meet legal water quality requirements under state law, including regulations at 25 Pa. Code Chapter 93, to protect, maintain, reclaim and restore the existing and designated uses of the waters of the commonwealth.
- S. Implement the requirements of total maximum daily load (TMDL) where applicable to waters within or impacted by the municipality.
- T. Provide review procedures and performance standards for stormwater planning and management.
- U. Fulfill the purpose and requirements of PA Act 167 (PA Act 167, Section 3):

- "(1) Encourage planning and management of stormwater runoff in each watershed which is consistent with sound water and land use practices.
- (2) Authorize a comprehensive program of stormwater management designated to preserve and restore the flood-carrying capacity of commonwealth streams; to preserve to the maximum extent practicable natural stormwater runoff regimes and natural course, current and cross section of water of the commonwealth; and to protect and conserve groundwaters and groundwater recharge areas.
- (3) Encourage local administration and management of stormwater consistent with the commonwealth's duty as trustee of natural resources and the people's constitutional right to the preservation of natural, economic, scenic, aesthetic, recreational and historic values of the environment."

§ 195-4 Statutory authority.

The municipality is empowered or required to regulate land use activities that affect runoff and surface water and groundwater quality and quantity by the authority of:

- A. The Act of October 4, 1978, P.L. 864 (Act 167), 32 P.S. § 680.1 et seq., as amended, the Storm Water Management Act (hereinafter referred to as "the Act");
- B. The Second Class Township Code, 53 P.S. § 65101, et seq.;
- C. The Act of July 31, 1968, P.L. 805, No. 247, 53 P.S. § 10101 et seq., as amended, the Pennsylvania Municipalities Planning Code, Act 247 (hereinafter referred to as the "MPC").

§ 195-5 Applicability.

A. The following activities are regulated by this chapter:

- (1) All regulated activities as defined in this chapter, including, but not limited to, new development, redevelopment, and earth disturbance activities that are located within the municipality shall be subject to regulation by this chapter.
- (2) When a building and/or grading permit is required for any regulated activity on an existing parcel or approved lot created by a subdivision and/or improved as a land development project, issuance of the permit shall be conditioned upon adherence to the terms of this chapter.
- (3) This chapter contains the stormwater management performance standards and design criteria that are necessary from a watershed-based perspective. The municipality's stormwater management conveyance and system design criteria (e.g., inlet spacing, inlet type, collection system design and details, outlet structure design, etc.) shall continue to be regulated by Chapter 205 of the Code of East Goshen Township, titled "Subdivision and Land Development."
- (4) The provisions of Article VIII of this chapter, titled "Prohibitions," are applicable to all properties

located in East Goshen Township.

- B. Duty of persons engaged in a regulated activity. Notwithstanding any provision(s) of this chapter, including exemptions, any landowner or any person engaged in a regulated activity, including but not limited to the alteration or development of land, which may affect stormwater runoff characteristics, shall implement such measures as are reasonably necessary to prevent injury to health, safety, or other property. Such measures also shall include actions as are required to manage the rate, volume, direction, and quality of resulting stormwater runoff in a manner which otherwise adequately protects health, property, and water quality of waters of the commonwealth.
- C. Phased and incremental project requirements.
- (1) Any regulated activity (including but not limited to new development, redevelopment, or earth disturbance) that is to take place incrementally or in phases, or occurs in sequential projects on the same parcel or property, shall be subject to regulation by this chapter if the ~~proposed~~cumulative regulated ~~impervious~~ surface or ~~earth~~ disturbance exceeds the corresponding threshold for exemption (as presented in Table 195-6.1, Thresholds for Regulated Activities Exempt from Chapter Provisions).
 - (2) October 21, 2003 (the date of adoption of the previous East Goshen Stormwater Management Ordinance, Ordinance No. 129-M-03), shall be the starting point from which to consider tracts as parent tracts relative to future subdivisions and from which impervious surface and earth disturbance computations shall be cumulatively considered.
 - (3) For example, if, after October 21, 2003, an applicant proposes construction of a six-hundred-square-foot garage, that project would be exempted from the requirements of this chapter as noted in Table 195-6.1. If, at a later date, an applicant proposes to construct a nine-hundred-square-foot room addition on the same property, the applicant would then be required to implement the stormwater management and plan submission requirements of this chapter for the cumulative total of 1,500 square feet of additional impervious surface added to the property since October 21, 2003.

§ 195-6 Exemptions; small-project requirements.

- A. Requirements for exempt activities.
- (1) An exemption from any requirement of this chapter shall not relieve the applicant from implementing all other applicable requirements of this chapter or from implementing such measures as are necessary to protect public health, safety, and welfare, property and water quality.
 - (2) An exemption shall not relieve the applicant from complying with the requirements for state-designated special-protection waters designated by PADEP as high quality (HQ) or exceptional value (EV) waters or any other current or future state or municipal water quality protection requirements.
 - (3) An exemption under this chapter shall not relieve the applicant from complying with all other applicable municipal ordinances or regulations.
- B. General exemptions. Regulated activities that 1) involve less than ~~1,000~~500 square feet of ~~regulated~~proposed ~~impervious~~ surfaces, the applicant shall be record the project with the Township and an E&S permit shall be obtained. 2) involve more than 999 square feet but less than 2,000 square feet of regulated impervious surface ~~AND~~and less than 5,000 square feet of earth disturbance, ~~except that for regulated activities that propose to add between 10 square feet and up to 500 square feet of proposed impervious surface,~~ the applicant shall infiltrate the first one inch of runoff from proposed impervious surface, or 23) are listed in Subsection C are exempt from those (and only those) requirements of this chapter that are included in the sections and articles listed in Table 195-6.1. Exemptions are for the items noted in Table 195-6.1 only and shall not relieve the landowner from other applicable requirements of this chapter. Exemption shall not relieve the applicant from implementing such measures as are necessary to protect health, safety, and welfare, property, and water quality.

Table 195-6.1					
		Thresholds for Regulated Activities Exempt from Chapter Provisions			
Chapter Article/Section	Activities Listed in § 195-6C	0-999 Square Feet of <u>Regulated</u> Impervious Surfaces	1,000-1,999 Square Feet of <u>Regulated</u> Impervious Surfaces and <5,000 Square Feet of Proposed Earth Disturbance	≥2,000 Square Feet of <u>Regulated</u> Impervious Surfaces or ≥5,000 Square Feet of Proposed Earth Disturbance	
Article I	Not exempt	<u>Not</u> Exempt	Not exempt	Not exempt	
Article II	Not exempt	<u>Not</u> Exempt	Not exempt	Not exempt	
Sections 195-16, 195-17, and 195-25	Not exempt	<u>Not</u> Exempt	Not exempt	Not exempt	
Sections 195-15, 195-18, 195-19, 195-20, 195-21, 195-22, 195-23, and 195-24	Exempt	Exempt	Exempt	Not exempt	
Article IV	Exempt	Exempt	Exempt	Not exempt	
Article V	Exempt	Exempt	Exempt	Not exempt	
Article VI	Exempt	Exempt	Exempt	Not exempt	
Article VII	Exempt	Exempt	Exempt	Not exempt	
Article VIII	Not exempt	<u>Not</u> Exempt	Not exempt	Not exempt	
Article IX	Not exempt	<u>Not</u> Exempt	Not exempt	Not exempt	
Other erosion, sediment and pollution control requirements		Must comply with Title 25, Chapter 102, of the Pa. Code and other applicable state and municipal codes, including the Clean Streams Law			
		NOTES:			
	•		Specific activities listed in Subsection C are exempt from the indicated requirements, regardless of size.		
	•		A proposed regulated activity must be less than both the <u>Regulated</u> Impervious <u>s</u> urfaces and proposed earth disturbance thresholds to be eligible for exemption from		

Table 195-6.1					
Thresholds for Regulated Activities Exempt from Chapter Provisions					
Chapter Article/Section		Activities Listed in § 195-6C	0-9999 Square Feet of <u>Regulated</u> Impervious Surfaces	1,000-1,999 Square Feet of <u>Regulated</u> Impervious Surfaces and <5,000 Square Feet of Proposed Earth Disturbance	≥2,000 Square Feet of <u>Regulated</u> Impervious Surfaces or ≥5,000 Square Feet of Proposed Earth Disturbance
				requirements listed in this table.	
		•		" <u>Regulated</u> Impervious <u>Surface</u> ": as defined in this chapter.	
		•		"Exempt": Regulated activities are exempt from the requirements of listed section(s) only; all other provisions of this chapter apply. <u>These exemptions have no bearing on other municipal regulations or ordinances.</u>	

- C. Exemptions for specific activities. The following specific regulated activities are exempt from the requirements of Sections 195-15, 195-18, 195-19, 195-20, 195-21, 195-22, 195-23, and 195-24 and Article IV, Article V, Article VI and Article VII of this chapter (as shown in Table 195-6.1), unless otherwise noted below. All other conveyance and system design standards established by the municipality in other codes or ordinances shall be required, and all other provisions of this chapter shall apply.
- (1) Emergency exemption. Emergency maintenance work performed for the protection of public health, safety and welfare. This exemption is limited to repair of the existing Stormwater Management Facility; upgrades, additions or other improvements are not exempt. A written description of the scope and extent of any emergency work performed shall be submitted to the municipality within two calendar days of the commencement of the activity. A detailed plan shall be submitted no later than 30 days following commencement of the activity. If the municipality finds that the work is not an emergency, then the work shall cease immediately, and the requirements of this chapter shall be addressed as applicable.
 - (2) Maintenance. Any maintenance to an existing Stormwater Management system, Facility, BMP or conveyance made in accordance with plans and specifications approved by the Municipal Engineer or municipality.
 - (3) Existing landscaping. Use of land for maintenance, replacement or enhancement of existing landscaping.
 - (4) Gardening. Use of land for gardening for home consumption.
 - (5) Agricultural related activities.
 - (a) Agricultural activities (as defined in Article II).
 - (b) Conservation practices (as defined in Article II) that do not involve construction of any new or expanded impervious surfaces.
 - (c) High tunnels (as defined in § 195-14), if: [Added 10-1-2019 by Ord. No. 129-E-2019]

- [1] The high tunnel or its flooring does not result in an impervious area exceeding 25% of all structures located on the owner's total contiguous land area; and
- [2] The high tunnel meets one of the following:
 - [a] The high tunnel is located at least 100 feet from any perennial stream or watercourse, public road or neighboring property line;
 - [b] The high tunnel is located at least 35 feet from any perennial stream or watercourse, public road, or neighboring property line and located on land with a slope not greater than 7%; or
 - [c] The high tunnel is supported with a buffer or diversion system that does not directly drain into a stream or other watercourse by managing stormwater runoff in a manner consistent with the requirements of this chapter.

- (6) Forest management. Forest management operations, which are consistent with a sound forest management plan as filed with the municipality and which comply with the Pennsylvania Department of Environmental Protection's management practices contained in its publication "Soil Erosion and Sedimentation Control Guidelines for Forestry" (as amended or replaced by subsequent guidance). Such operations are required to have an erosion and sedimentation control plan which meets the requirements of 25 Pa. Code Chapter 102 and meets the erosion and sediment control standards of § 195-17 of this chapter.
- (7) Maintenance of existing gravel and paved surfaces. Replacement of existing gravel and paved surfaces shall meet the erosion and sediment control requirements of 25 Pa. Code Chapter 102 and § 195-17 of this chapter and is exempt from all other requirements of this chapter listed in Subsection C above. Resurfacing of existing gravel and paved surfaces is exempt from the requirements of this chapter listed above. Paving of existing gravel surfaces is exempt from the requirements of this chapter listed above. Construction of new or additional impervious surfaces shall comply with all requirements of this chapter as indicated in Table 195-6.1.
- (8) Municipal roadway shoulder improvements. Shoulder improvements conducted within the existing roadway cross section of municipal owned roadways, unless an NPDES permit is required, in which case the proposed work must comply with all requirements of this chapter.
- (9) In-place replacement of residential dwelling unit. The replacement in the exact footprint of an existing one- or two-family dwelling unit.
- (10) In-place replacement, repair, or maintenance of residential impervious surfaces. The replacement of existing residential patios, decks, driveways, pools, garages, and/or sidewalks that are accessory to an existing one- or two-family dwelling unit in the exact footprint of the existing impervious surface.

D. Small-project requirements.

- (1) Regulated activities that involve between 500 1,000 square feet to 1,999 square feet of Regulated proposed-iImpervious sSurfaces or and less and than 25,000 square feet of proposed earth disturbance or less may apply the modified requirements presented in the "Simplified Approach to Stormwater Management for Small Projects" (Simplified Approach) (Appendix A) to comply with the requirements of §§ 195-15, 195-18, 195-19, 195-20, 195-21, 195-22, 195-23, and 195-24 and Article IV, Article V, Article VI and Article VII of this chapter (as shown in Table 195-6.2).
- (2) The applicant shall first contact the municipality to confirm that the proposed project is eligible for use of the Simplified Approach and is not otherwise exempt from these chapter provisions; to determine what components of the proposed project are to be considered as impervious surfaces; and to determine if other known site or local conditions exist that may preclude the use of any techniques included in the Simplified Approach.

- (3) Appendix A includes instructions and procedures for preparation, submittal, review and approval of documents required when using the Simplified Approach and shall be adhered to by the applicant. Infiltration testing for projects using the Simplified Approach is recommended but is not required by this chapter. All other provisions of this chapter shall apply.

Table 195-6.2		
Thresholds for Regulated Activities Eligible for Small Project Requirements for Listed Chapter Provisions		
Chapter Article/Section		Activities Listed in § 195-6D
Article I		All provisions apply
Article II		All provisions apply
Sections 195-16, 195-17, and 195-25		All provisions apply
Sections 195-15, 195-18, 195-19, 195-20, 195-21, 195-22, 195-23, and 195-24		Exempt if small project requirements of § 195-6D are applied
Article IV		Exempt if modified requirements of § 195-6D are applied
Article V		Exempt if modified requirements of § 195-6D are applied
Article VI		Exempt if modified requirements of § 195-6D are applied
Article VII		Exempt if modified requirements of § 195-6D are applied
Article VIII		All provisions apply
Article IX		All provisions apply
Other erosion, sediment and pollution control requirements		Must comply with Title 25, Chapter 102, of the Pa. Code and other applicable state and municipal codes, including the Clean Streams Law
NOTES:		
•	"Small project requirements": Regulated activities listed within the subsections of this chapter noted in Table 195-6.2 are eligible for exemption only from the indicated sections and subsections of this chapter and only if the modified requirements of § 195-6D are met to the satisfaction of the municipality; all other provisions of this chapter apply.	

§ 195-7 Repealer.

The East Goshen Township Stormwater Management Ordinance which was adopted by the Board of Supervisors on October 21, 2003, as Ordinance No. 129-M-03 is repealed and replaced with this chapter.

Any other ordinance or ordinance provision of the municipality inconsistent with any of the provisions of this chapter is hereby repealed to the extent of the inconsistency only.

§ 195-8 Severability.

If any sentence, clause, section or part of this chapter is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this chapter. It is hereby declared the intent of the governing body of the municipality that this chapter would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included herein.

§ 195-9 Compatibility with other ordinances or legal requirements.

- A. Approvals issued and actions taken pursuant to this chapter do not relieve the applicant of the responsibility to secure and comply with other required permits or approvals for activities regulated by any other applicable code, rule, act, law, regulation, or ordinance.
- B. To the extent that this chapter imposes more rigorous or stringent requirements for stormwater management than any other code, rule, act, law, regulation or ordinance, the specific requirements contained in this chapter shall take precedence.
- C. Nothing in this chapter shall be construed to affect any of the municipality's requirements regarding stormwater matters that do not conflict with the provisions of this chapter, such as local stormwater management design criteria (e.g., inlet spacing, inlet type, collection system design and details, outlet structure design, etc.).
- D. The requirements of this chapter shall supersede any conflicting requirements in other municipal ordinances or regulations.

§ 195-10 Financial security.

For all activities requiring submittal of a stormwater management (SWM) site plan that involve subdivision or land development, the applicant shall post financial security with the municipality for the timely installation and proper construction of all stormwater management facilities as required by the approved SWM site plan and this chapter, and such financial security shall:

- A. Be equal to or greater than the full construction cost of the required facilities except to the extent that financial security for the cost of any of such improvements is required to be and is posted with the Pennsylvania Department of Transportation in connection with a highway occupancy permit application; and
- B. Be determined, collected, applied and enforced in accordance with Sections 509 to 511 of the MPC and the provisions of the municipality's Subdivision and Land Development Ordinance (SALDO).

§ 195-11 Waivers.

- A. General. The requirements of this chapter are essential and shall be strictly adhered to. For any regulated activity where, after a close evaluation of alternative site designs, it proves to be impracticable to meet any one or more of the mandatory minimum standards of this chapter on the site, the municipality may approve measures other than those in this chapter, subject to Subsections B and C.
- B. The governing body shall have the authority to waive or modify the requirements of one or more provisions of this chapter if the literal enforcement will exact undue hardship because of peculiar conditions pertaining to the land in question, provided that such modification will not be contrary to the public interest and that the purpose and intent of the chapter is observed. Cost or financial burden shall not be considered a hardship. Modification may also be considered if an alternative standard or approach can be demonstrated to provide equal or better achievement of the results intended by the chapter. A request for modification shall be in writing and accompany the SWM site plan submission. The request shall state in full the grounds and facts on which the request is based, the

provision or provisions of the chapter involved and the minimum modification necessary.

- C. PADEP approval required. ~~For any proposed regulated activity involving earth disturbance equal to or greater than one acre, the municipality may approve measures for minimum volume and infiltration control other than those required in this chapter only after consultation with and evaluation by PADEP that the alternate site design meets state water quality requirements and does not conflict with state law, including, but not limited to, the Pennsylvania Clean Streams Law, 35 P.S. § 691.1 et seq. No waiver or modification of any regulated stormwater activity involving Earth Disturbance greater than or equal to one (1) acre may be granted by the Municipality unless that action is approved in advance by PADEP or the Chester County Conservation District.~~

§ 195-12 Erroneous permit.

Any permit or authorization issued or approved based on false, misleading or erroneous information provided by an applicant is void without the necessity of any proceedings for revocation. Any work undertaken or use established pursuant to such permit or other authorization is unlawful. No action may be taken by a board, agency, or employee of the Municipality purporting to validate such a violation.

Article II Definitions

§ 195-13 Interpretation.

For the purposes of this chapter, certain terms and words used herein shall be interpreted as follows:

- A. Words used in the present tense include the future tense; the singular number includes the plural, and the plural number includes the singular; words of masculine gender include feminine gender, and words of feminine gender include masculine gender.
- B. The words "includes" or "including" shall not limit the term to the specific example but is intended to extend its meaning to all other instances of like kind and character.
- C. The word "person" includes an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any section prescribing or imposing a penalty, the term "person" shall include the members of a partnership, the officers, members, servants and agents of an association, officers, agents and servants of a corporation, and the officers of a municipality.
- D. The words "shall" and "must" are mandatory; the words "may" and "should" are permissive.
- E. The words "used" or "occupied" include the words "intended, designed, maintained, or arranged to be used, occupied, or maintained."
- F. The definitions in this chapter are for the purposes of enforcing the provisions of this chapter and have no bearing on other municipal regulations or ordinances.

§ 195-14 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

AGRICULTURAL ACTIVITY

Activities associated with agriculture such as agricultural cultivation, agricultural operation, and animal heavy use areas. This includes the work of producing crops, including tillage, plowing, disking, harrowing, planting or harvesting crops, or the pasturing and raising of livestock, and installation of conservation measures. Construction of new buildings or impervious area is not considered an agricultural activity.

APPLICANT

A landowner, developer, or other person who has filed an application to the municipality for approval to engage in any regulated activity as defined in this chapter.

AS-BUILT PLANS (DRAWINGS)

Engineering or site plans or drawings that document the actual locations, dimensions and elevations of the improvements, and building components, and changes made to the original design plans. The final version of these documents, or a copy of same, are signed and sealed by a qualified licensed professional and submitted to the municipality at the completion of the project, as per the requirements of § 195-33 of this chapter, as "final as-built plans."

BANKFULL

The channel at the top-of-bank or point from where water begins to overflow onto a floodplain.

BASE FLOW

Portion of stream discharge derived from groundwater; the sustained discharge that does not result from direct runoff or from water diversions, reservoir releases, piped discharges, or other human activities.

BMP (BEST MANAGEMENT PRACTICE)

Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from regulated activities, to provide water quality treatment, infiltration, volume reduction, and/or peak rate control, to promote groundwater recharge, and to otherwise meet the purposes of this chapter. Stormwater BMPs are commonly grouped into one of two broad categories or measures: "structural" or "nonstructural." In this chapter, nonstructural BMPs or measures include certainrefer to operational and/or behavior-related practices low impact development and conservation design practices used to that attempt to minimize the contact of pollutants with stormwater runoff. These practices aim to limit the total volume of stormwater runoff and manage stormwater at its source by techniques such as protecting natural systems and incorporating existing landscape features. Nonstructural BMPs include, but are not limited to, the protection of sensitive and special value features such as wetlands and riparian areas, the preservation of open space while clustering and concentrating development, the reduction of impervious cover, and the disconnection of rooftops from storm sewers., whereas s Structural BMPs or measures are those that consist of a physical system that is designed or engineered device or practice that is installed to capture and treat stormwater runoff. Structural BMPs include, but are not limited to, a wide variety of practices and devices from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low-impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. Structural and nonstructural stormwater BMPs are permanent appurtenances to the site. [See also Stormwater Management Facility and Stormwater Control Measure (SCM)].

BUFFER

See "riparian buffer."

CARBONATE GEOLOGY or CARBONATE ROCK FORMATIONS

See "karst."

CFS

Cubic feet per second.

CHANNEL

A natural or artificial open drainage feature that conveys, continuously or periodically, flowing water and through which stormwater flows. Channels include, but shall not be limited to, natural and man-made drainageways, swales, streams, ditches, canals, and pipes flowing partly full.

CN

Curve number.

COMMONWEALTH

The Commonwealth of Pennsylvania.

CONSERVATION DISTRICT

The Chester County Conservation District.

CONSERVATION DESIGN

A series of holistic land development design goals that maximize protection of key land and environmental resources, preserve significant concentrations of open space and greenways, evaluate, and maintain site hydrology, and ensure flexibility on development design to meet community needs for complimentary and aesthetically pleasing development. Conservation design encompasses the following objectives: conservation/enhancement of natural resources, wildlife habitat, biodiversity corridors, and greenways (interconnected open space); minimization of environmental impact resulting from change in land use (minimum disturbance, minimum maintenance); maintenance of a balanced water budget by making use of site characteristics and infiltration; incorporation of unique natural, scenic and historic site features into configuration of the development; preservation of the integral characteristics of the site as viewed from adjoining roads; and reduction in maintenance required for stormwater management practices. Such objectives can be met on site through an integrated development process that respects natural site conditions and attempts, to the maximum extent possible, to replicate or improve the natural hydrology of a site.

CONSERVATION PLAN

A plan written by a planner certified by NRCS that identifies conservation practices and includes site-specific BMPs for agricultural plowing or tilling activities and animal heavy-use areas.

CONSERVATION PRACTICES

Practices installed on agricultural lands to improve farmland, soil and/or water quality which have been identified in a current conservation plan.

CONVEYANCE

A natural or man-made, existing or proposed Stormwater Management Facility, feature or channel used for the transportation or transmission of stormwater from one place to another. For the purposes of this chapter, "conveyance" shall include pipes, drainage ditches, channels and swales (vegetated and other), gutters, stream channels, and like facilities or features.

DESIGN STORM

The magnitude and temporal distribution of precipitation from a storm event measured in probability of occurrence (e.g., a five-year storm) and duration (e.g., 24 hours), used in the design and evaluation of stormwater management systems. Also see "return period."

DETENTION BASIN

An impoundment designed to collect and retard stormwater runoff by temporarily storing the runoff and releasing it at a predetermined rate. Detention basins are designed to drain completely shortly after any given rainfall event.

DETENTION or TO DETAIN

Capture and temporary storage of runoff in a Stormwater Management Facility for release at a controlled rate.

DETENTION VOLUME

The volume of runoff that is captured and released into the waters of the commonwealth at a controlled rate.

DEVELOPER

A person, company, or organization who seeks to undertake any regulated activities at a site in the municipality.

DIAMETER AT BREAST HEIGHT (DBH)

The outside bark diameter of a tree at breast height which is defined as 4.5 feet 1.37 meter above the forest floor on the uphill side of the tree.

DISTURBED AREA

Land area disturbed by or where an earth disturbance activity is occurring or has occurred.

DRAINAGE AREA

That land area contributing runoff to a single point (including but not limited to the point/line of interest used for hydrologic and hydraulic calculations) and that is enclosed by a natural or man-made ridgeline.

EARTH DISTURBANCE or EARTH DISTURBANCE ACTIVITY

A construction or other human activity which disturbs the surface of the land, including, but not limited to, clearing and grubbing; grading; excavations; embankments; road maintenance; land development; building construction; and the moving, depositing, stockpiling, or storing of soil, rock, or earth materials.

EASEMENT

A right of use granted by a landowner to allow a grantee the use of the designated portion of land for a specified purpose, such as for stormwater management or other drainage purposes.

EROSION

The process by which the surface of the land, including water/stream channels, is worn away by water, wind, or chemical action.

EROSION AND SEDIMENT (E&S) CONTROL PLAN

A plan required by the Conservation District or the municipality to minimize accelerated erosion and sedimentation and that must be prepared and approved per the applicable requirements.

EVAPOTRANSPIRATION (ET)

The combined processes of evaporation from the water or soil surface and transpiration of water by plants.

FEMA

The Federal Emergency Management Agency.

FLOOD

A temporary condition of partial or complete inundation of land areas from the overflow of streams, rivers, and other waters of this commonwealth.

FLOODPLAIN

Any land area susceptible to inundation by water from any natural source or delineated by applicable FEMA maps and studies as being a special flood hazard area.

FLOODWAY

The channel of the watercourse and those portions of the adjoining floodplains that are reasonably required to carry and discharge the one-hundred-year flood (also called the base flood or one percent (1%) annual chance flood). Unless otherwise specified, the boundary of the floodway is as indicated on maps and flood insurance studies provided by FEMA. In an area where no FEMA maps or studies have defined the boundary of the ~~one-hundred-year~~ floodway, it is assumed, absent evidence to the contrary, that the floodway extends from the center line of the stream and to 50 feet beyond the top of the bank of the stream on both sides.

FOREST MANAGEMENT/TIMBER OPERATIONS

Planning and activities necessary for the management of forestlands. These include timber inventory,

preparation of forest management plans, silvicultural treatment, cutting budgets, logging road design and construction, timber harvesting, site preparation, and reforestation.

FREEBOARD

A vertical distance between the design high-water elevation and the elevation of the top of a dam, levee, tank, basin, swale, or diversion berm. The space is required as a safety margin in a pond or basin.

GEOTEXTILE

A fabric manufactured from synthetic fiber that is used to achieve specific objectives, including infiltration, separation between different types of media (i.e., between soil and stone), or filtration.

GOVERNING BODY

The Board of Supervisors of East Goshen Township.

GRADE/GRADING

- A. (noun) A slope, usually of a road, channel, or natural ground, specified in percent and shown on plans as specified herein.
- B. (verb) To finish the surface of a roadbed, the top of an embankment, or the bottom of an excavation.

GREEN INFRASTRUCTURE

Systems and practices that use or mimic natural processes to infiltrate, evapotranspire, or reuse stormwater on the site where it is generated.

GROUNDWATER

Water that occurs in the subsurface and fills or saturates the porous openings, fractures and fissures of underground soils and rock units.

GROUNDWATER RECHARGE

The replenishment of existing natural groundwater supplies from infiltration of rain or overland flow.

HEC-HMS

The U.S. Army Corps of Engineers, Hydrologic Engineering Center (HEC) - Hydrologic Modeling System (HMS).

HEC-1

The U.S. Army Corps of Engineers, Hydrologic Engineering Center (HEC) hydrologic runoff model.

HIGH TUNNEL

A structure which meets the following:

[Added 10-1-2019 by Ord. No. 129-E-2019]

- A. Is used for the production, processing, keeping, storing, sale or shelter of an agricultural commodity as defined in Section 2 of the Act of December 19, 1974 (P.L. 973, No. 319), known as the "Pennsylvania Farmland and Forest Land Assessment Act of 1974," or for the storage of agricultural equipment or supplies; and
- B. Is constructed with all the following:
 - (1) Has a metal, wood or plastic frame;
 - (2) When covered, has a plastic, woven textile or other flexible covering; and

- (3) Has a floor made of soil, crushed stone, matting, pavers or a floating concrete slab.

HOTSPOTS

Areas where prior or existing land use or activities can potentially generate highly contaminated runoff with concentrations of pollutants in excess of those typically found in stormwater.

HYDROLOGIC REGIME

The hydrologic system, cycle or balance that sustains the quality and quantity of stormwater, stream base flow, storage, and groundwater supplies under natural conditions.

HYDROLOGIC SOIL GROUP (HSG)

A classification of soils by the Natural Resources Conservation Service (NRCS) into four runoff potential groups. The groups range from A soils, which are very permeable and produce little runoff, to D soils, which are not very permeable and produce much more runoff.

IMPERVIOUS SURFACE

A surface that has been compacted or covered with a layer of material so that it prevents or is resistant to infiltration of water, including but not limited to structures such as roofs, buildings, storage sheds; other solid, paved or concrete areas such as streets, driveways, sidewalks, parking lots, patios, decks, tennis or other paved courts; or athletic playfields comprised of synthetic turf materials. For the purposes of determining compliance with this chapter, compacted soils or stone surfaces used for vehicle parking and movement shall be considered impervious. Uncompacted gravel areas with no vehicular traffic, such as gardens, walkways, or patio areas, shall be considered pervious per review by the Municipal Engineer. Surfaces that were designed to allow infiltration (i.e., pavers and areas of porous pavement) will not be considered impervious surface if designed to function as a BMP per review on a case-by-case basis by the Municipal Engineer, based on appropriate documentation and condition of the material, etc. Additionally, for the purpose of determining compliance with this chapter, the total horizontal projection area of all ground-mounted and free-standing solar collectors, including solar photovoltaic cells, panels, and arrays, shall be considered pervious so long as the designs note that natural vegetative cover will be preserved and/or restored underneath the solar photovoltaic cells, panels, and arrays, and the area disturbed is planned as a vegetated pervious surface.

INFILTRATION

Movement of surface water into the soil, where it is absorbed by plant roots, evaporated into the atmosphere, or percolated downward to recharge groundwater.

INFILTRATION FACILITY

A stormwater BMP designed to collect and discharge runoff into the subsurface in a manner that allows infiltration into underlying soils and groundwater (e.g., french drains, seepage pits, or seepage trenches, etc.).

INTERMITTENT STREAM

A defined channel in which surface water is absent during a portion of the year, in response to seasonal variations in precipitation or groundwater discharge.

INVERT

The lowest surface, the floor or bottom of a culvert, pipe, drain, sewer, channel, basin, BMP, or orifice.

KARST

A type of topography that is formed over limestone or other carbonate rock formations by dissolving or solution of the rock by water and that is characterized by closed depressions, sinkholes, caves, a subsurface network of solution conduits and fissures through which groundwater moves, and no perennial surface drainage features.

LAND DEVELOPMENT

Any of the following activities:

- A. The improvement of one lot or two or more contiguous lots, tracts, or parcels of land for any purpose involving:
 - (1) A group of two or more residential or nonresidential buildings, whether proposed initially or cumulatively, or a single nonresidential building on a lot or lots regardless of the number of occupants or tenure; or
 - (2) The division or allocation of land or space, whether initially or cumulatively, between or among two or more existing or prospective occupants by means of, or for the purpose of, streets, common areas, leaseholds, condominiums, building groups, or other features.
- B. A subdivision of land.
- C. Development in accordance with Section 503(1.1) of the Pennsylvania Municipalities Planning Code (as amended).

LANDOWNER

The legal or beneficial owner or owners of land, including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if he or she is authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in the land.

LICENSED PROFESSIONAL

A Pennsylvania registered professional engineer, registered landscape architect, registered professional land surveyor, or registered professional geologist, or any person licensed by the Pennsylvania Department of State and qualified by law to perform the work required by the chapter within the Commonwealth of Pennsylvania.

LIMITING ZONE

A soil horizon or condition in the soil profile or underlying strata that includes one of the following:

- A. A seasonal high water table, whether perched or regional, determined by direct observation of the water table or indicated by other subsurface or soil conditions.
- B. A rock with open joints, fracture or solution channels, or masses of loose rock fragments, including gravel, with insufficient fine soil to fill the voids between the fragments.
- C. A rock formation, other stratum, or soil condition that is so slowly permeable that it effectively limits downward passage of water.

LOW IMPACT DESIGN (LID)

Site design approaches and small-scale stormwater management practices that promote the use of natural systems for infiltration, evapotranspiration, and reuse of rainwater. LID can be applied to new development, urban retrofits, and revitalization projects. LID utilizes design techniques that infiltrate, filter, provide evapotranspiration and store runoff close to its source. Rather than rely on costly large-scale conveyance and treatment systems, LID addresses stormwater through a variety of small, cost-effective landscape features located on-site.

MPC

The Act of July 31, 1968, P.L. 805, No. 247, 53 P.S. § 10101 et seq., as amended, the Pennsylvania Municipalities Planning Code, Act 247.

MFEMP

Mushroom farm environmental management plan.

MS4

Municipal separate storm sewer system.

MAINTENANCE

The action taken to restore or preserve the as-built functional design of any [Stormwater Management Facility](#) or system.

MUNICIPAL ENGINEER

A professional engineer licensed as such in the Commonwealth of Pennsylvania, duly appointed as the engineer for a municipality, planning agency, or joint planning commission.

MUNICIPALITY

East Goshen Township, Chester County, Pennsylvania.

NOAA

The National Oceanic and Atmospheric Administration.

NEW DEVELOPMENT

Any regulated activity involving placement or construction of new impervious surface or grading over existing pervious land areas not classified as redevelopment as defined in this chapter.

NONPOINT SOURCE POLLUTION

Pollution that enters a water body from diffuse origins in the watershed and does not result from discernible, confined, or discrete conveyances.

NONSTORMWATER DISCHARGES

Water flowing in stormwater collection facilities, such as pipes or swales, which is not the result of a rainfall event or snowmelt.

NONSTRUCTURAL BEST MANAGEMENT PRACTICE (BMP)

See "(BMP) best management practice."

NPDES

National Pollutant Discharge Elimination System, the federal government's system for issuance of permits under the Clean Water Act, which is delegated to PADEP in Pennsylvania.

NRCS

The Natural Resources Conservation Service (previously the Soil Conservation Service, SCS), an agency of the U.S. Department of Agriculture.

PADEP

The Pennsylvania Department of Environmental Protection.

PARENT TRACT

The parcel of land from which a land development or subdivision originates, determined from the date of municipal adoption of this chapter.

PEAK DISCHARGE

The maximum rate of stormwater runoff from a specific storm event.

PENNDOT

The Pennsylvania Department of Transportation.

PENNSYLVANIA STORMWATER BEST MANAGEMENT PRACTICES MANUAL (PADEP BMP Manual)

Document No. 363-0300-002 (December 2006, and as subsequently amended).

PERVIOUS SURFACE or PERVIOUS AREA

Any area not defined as impervious surface.

PLANNING COMMISSION

The Planning Commission of East Goshen Township.

POINT SOURCE

Any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, or conduit from which stormwater is or may be discharged, as defined in state regulations at 25 Pa. Code § 92.1.

POSTCONSTRUCTION

Period after construction during which disturbed areas are stabilized, stormwater controls are in place and functioning, and all proposed improvements approved by the municipality are completed.

PREDEVELOPMENT

GroundLand cover conditions assumed to exist within the proposed disturbed area prior to commencement of the regulated activity for the purpose of calculating the predevelopment water quality volume, infiltration volume, and peak flow rates as required in this chapter.

PRETREATMENT

Techniques employed in stormwater BMPs to provide storage or filtering, or other methods to trap or remove coarse materials and other pollutants before they enter the stormwater system, but may not necessarily be designed to meet the entire water quality volume requirements of this chapter.

PROPOSED IMPERVIOUS SURFACE

All new, additional and replacement impervious surfaces.

RAINFALL INTENSITY

The depth of accumulated rainfall per unit of time.

RECHARGE

The replenishment of groundwater through the infiltration of rainfall, other surface waters, or land application of water or treated wastewater.

REDEVELOPMENT

Any regulated activity that involves demolition, removal, reconstruction, or replacement of existing impervious surface(s).

REGULATED ACTIVITY

Any earth disturbance activity(ies) or any activity that involves the alteration or development of land in a manner that may affect stormwater runoff.

REGULATED EARTH DISTURBANCE ACTIVITY

Any activity involving earth disturbance subject to regulation under 25 Pa. Code Chapter 92.a, Chapter 102, or the Clean Streams Law.

REGULATED IMPERVIOUS SURFACE

Proposed impervious surface as part of a current proposed activity and all existing impervious surfaces installed after October 22, 2003 as part of previous activity.

RETENTION BASIN

An impoundment that is designed to temporarily detain a certain amount of stormwater from a catchment area and which may be designed to permanently retain stormwater runoff from the catchment area; retention basins always contain water.

RETENTION or TO RETAIN

The prevention of direct discharge of stormwater runoff into surface waters or water bodies during or after a storm event by permanent containment in a pond or depression; examples include systems which discharge by percolation to groundwater, exfiltration, and/or evaporation processes and which generally have residence times of less than three days.

RETENTION VOLUME/REMOVED RUNOFF

The volume of runoff that is captured and not released directly into the surface waters of the commonwealth during or after a storm event.

RETURN PERIOD

The average interval, in years, within which a storm event of a given magnitude can be expected to occur one time. For example, the twenty-five-year-return-period rainfall would be expected to occur on average once every 25 years, or stated in another way, the probability of a twenty-five-year storm occurring in any one year is 0.04 (i.e., a four-percent chance).

RIPARIAN

Pertaining to anything connected with or immediately adjacent to the banks of a stream or other body of water.

RIPARIAN BUFFER

An area of land adjacent to a body of water and managed to maintain vegetation to protect the integrity of stream channels and shorelines, to reduce the impact of upland sources of pollution by trapping, filtering, and converting sediments, nutrients, and other chemicals, and to supply food, cover and thermal protection to fish and other aquatic species and wildlife.

RUNOFF

Any part of precipitation that flows over the land surface.

SALDO

See "Subdivision and Land Development Ordinance."

SCS

The Soil Conservation Service, now known as the Natural Resources Conservation Service.

SEDIMENT

Soil or other materials transported by, suspended in or deposited by surface water as a product of erosion.

SEPARATE STORM SEWER SYSTEM

A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) primarily used for collecting and conveying stormwater runoff.

SHEET FLOW

A flow process associated with broad, shallow water movement on sloping ground surfaces that is not channelized or concentrated.

SITE

Total area of land in the municipality where any proposed regulated activity, as defined in this chapter, is planned, conducted, or maintained or that is otherwise impacted by the regulated activity.

SOIL COVER COMPLEX METHOD

A method of runoff computation developed by NRCS that is based on relating soil type and land use/cover to a runoff parameter called "curve number" (CN).

STATE WATER QUALITY REQUIREMENTS

The regulatory requirements to protect, maintain, reclaim, and restore water quality under Pennsylvania Code Title 25 and the Clean Streams Law.

STORM FREQUENCY

See "return period."

STORMWATER

Drainage runoff from the surface of the land resulting from precipitation or snow or ice melt.

STORMWATER CONTROL MEASURE

Physical features used to effectively control, minimize, and treat stormwater runoff. [See Best Management Practice (BMP)].

STORMWATER MANAGEMENT FACILITY

Any feature, natural or man-made, that, due to its condition, design, or construction, conveys, stores, or otherwise affects stormwater runoff quality, rate, or quantity, including Best Management Practices and Stormwater Control Measures. Typical stormwater management facilities include, but are not limited to, detention and retention basins, open channels, storm sewers, pipes, and infiltration facilities.

STORMWATER MANAGEMENT (SWM) SITE PLAN

The plan prepared by the applicant or its representative, in accordance with the requirements of Article IV of this chapter, indicating how stormwater runoff will be managed at a particular site in accordance with this chapter, and including all necessary design drawings, calculations, supporting text, and documentation to demonstrate that ordinance requirements have been met, herein referred to as "SWM site plan." All references in this chapter to "final" or "approved" SWM site plans shall incorporate the approved SWM site plan and all subsequent approved revisions thereto.

STREAM

A natural watercourse.

STRUCTURAL ~~STORMWATER-BEST~~ MANAGEMENT PRACTICES

See "BMP (best management practice)."

SUBDIVISION

The division or redivision of a lot, tract, or parcel of land as defined in the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, as amended.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

The Subdivision and Land Development Ordinance of East Goshen Township, Chester County, Pennsylvania, as amended.

SWALE

An artificial or natural waterway or low-lying stretch of land that gathers and conveys stormwater or runoff and is generally vegetated for soil stabilization, stormwater pollutant removal, and infiltration.

SWM SITE PLAN

See "stormwater management (SWM) site plan."

TIMBER OPERATIONS

See "forest management/timber operations."

TOP-OF-BANK

Highest point of elevation of the bank of a stream or channel cross section at which a rising water

level just begins to flow out of the channel and into the floodplain.

TOWNSHIP

East Goshen Township, Chester County, Pennsylvania.

USDA

United States Department of Agriculture.

WATERCOURSE

A channel or conveyance of surface water having a defined bed and banks, whether natural or artificial, with perennial or intermittent flow.

WATERSHED

Region or area drained by a river, watercourse, or other body of water, whether natural or artificial.

WATERS OF THE COMMONWEALTH

Any and all rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of the commonwealth.

WATER TABLE

The uppermost level of saturation of pore space or fractures by groundwater. "Seasonal ~~High-~~
~~w~~Water table" refers to a water table that rises and falls with the seasons due either to natural or man-made causes.

WETLAND

Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, fens, and similar areas.

WOODS

Any land area of at least 0.25 acre with a natural or naturalized ground cover (excluding manicured turf grass) and that has an average density of two or more viable trees per 1,500 square feet with a DBH of six inches or greater. The land area to be considered woods shall be measured from the outer driplines of the outer trees.

Article III

Stormwater Management Standards

§ 195-15 General requirements.

- A. Applicants proposing regulated activities in the municipality which are not exempt under § 195-6 shall submit a stormwater management site plan (SWM site plan) to the municipality for review and approval in accordance with Articles III and IV. SWM site plans approved by the municipality shall be on site throughout the duration of the regulated activity.
- B. The stormwater management and runoff control criteria and standards in this chapter shall apply to the total proposed regulated activity, even if it is to take place in stages. The measurement of impervious surfaces shall include all of the impervious surfaces in the total proposed regulated activity even if the development is to take place in stages.
- C. No regulated activity within the municipality shall commence until:
 - (1) The municipality issues approval of a SWM site plan, which demonstrates compliance with the requirements of this chapter; and

- (2) The applicant has received a letter of adequacy or approval for the erosion and sediment control plan review by the municipality and the Conservation District (if required) and has received all other local, state and federal permit approvals required for the project involving the regulated activity.
- D. Neither submission of an SWM site plan under the provisions herein nor compliance with the provisions of this chapter shall relieve any person from responsibility for damage to any person or property otherwise imposed by law.
- E. The applicant shall design the site to minimize disturbances to land, site hydrology, and natural resources and to maintain the natural hydrologic regime, drainage patterns and flow conditions. The applicant shall apply the procedures set forth in § 195-18 for the overall site design and for selection, location and design of features and BMPs to be used to comply with the requirements of this chapter.
- F. To the maximum extent practicable, postconstruction stormwater shall be discharged within the drainage area of the same stream or water body receiving the runoff prior to construction of the proposed regulated activity.
- G. Persons proposing to construct regulated activities with one acre or more of proposed earth disturbance that do not discharge directly to waters of the commonwealth shall provide the municipality with a copy of the easement authorizing such discharge or confirmation from PADEP that an easement is not required. Existing drainage peak rate discharges up to and including the one hundred (100)-year storm and the volume of runoff up to and including the two (2)-year storm onto or through adjacent property(ies) or downgradient property(ies), including diffuse drainage discharge, shall not be altered in any manner by Regulated Activities under this Ordinance without written permission from, and, where applicable as determined by the Municipality, an easement and agreement with the affected Landowner(s) for conveyance of discharges onto or through their property(ies). Altered stormwater discharges shall be subject to any applicable discharge criteria specified in this Ordinance.
- H. Areas located outside of the site (i.e., areas outside of the regulated activity) that drain through a proposed site are not subject to water quality and volume control, infiltration, stream channel protection, or peak flow rate control requirements (as presented in §§ 195-19, 195-20, 195-21 and 195-22). Drainage facilities located on the site shall be designed to safely convey flows from outside of the site through the site.
- I. If site conditions preclude capture of runoff from limited portions of the disturbed area for achieving water quality volume control standards, stream channel protection standards, and the two-year, five-year, and ten-year storm event peak runoff rate reduction standards for new development required by this chapter, the applicant shall propose alternate methods to mitigate the bypass of the BMPs, subject to the approval of the Municipal Engineer. In no case shall resulting peak rate be greater than the predevelopment peak rate for the equivalent design storm.
- J. For all regulated activities, erosion and sediment control BMPs shall be designed, implemented, operated, and maintained during the regulated activities (i.e., during construction) as required to meet the purposes and requirements of this chapter, to meet the erosion and sediment control requirements of the municipality, if applicable, and to meet all requirements under Title 25 of the Pennsylvania Code and the Clean Streams Law.
- K. For all regulated activities, permanent BMPs and conveyances shall be designed, implemented, operated, and maintained to meet the purposes and requirements of this chapter and to meet all requirements under Title 25 of the Pennsylvania Code, the Clean Streams Law, and the Storm Water Management Act.
- L. The design of all BMPs and conveyances shall incorporate sound engineering principles and practices in a manner that does not aggravate existing stormwater problems as identified by the municipality. The municipality reserves the right to disapprove any design that would result in construction in an area affected by existing stormwater problem(s) or continuation of an existing stormwater problem(s).

- M. Existing wetlands, either on the site or on an adjacent property, shall not be used to meet the minimum design requirements for stormwater management or stormwater runoff quality treatment. Stormwater discharges to existing wetlands shall not degrade the quality or hydrologic integrity of the wetland.
- N. Hotspot runoff controls. Specific structural or pollution prevention practices may be required, as determined to be necessary by the Municipal Engineer, to pretreat runoff from hotspots prior to infiltration. Following is a list of examples of hotspots:
- (1) Vehicle salvage yards and recycling facilities.
 - (2) Vehicle fueling stations.
 - (3) Vehicle service and maintenance facilities.
 - (4) Vehicle and equipment cleaning facilities.
 - (5) Fleet storage areas (bus, truck, etc.).
 - (6) Industrial sites based on standard industrial classification codes.
 - (7) Marinas (service and maintenance areas).
 - (8) Outdoor liquid container storage.
 - (9) Outdoor loading/unloading facilities.
 - (10) Public works storage areas.
 - (11) Facilities that generate or store hazardous materials.
 - (12) Commercial container nursery.
 - (13) Contaminated sites/brownfields.
 - (14) Other land uses and activities as designated by the municipality.
- O. Contaminated and brownfield sites. Where BMPs may contribute to the migration of contaminants in groundwater, the water quality and runoff volume, stream channel protection, and peak rate control standards shall be met; however, at the Municipal Engineer's discretion, the minimum infiltration requirement may be reduced or eliminated commensurate with the contaminated area, and the required water quality and runoff control measures may be increased to mitigate the reduced infiltration requirement for the contaminated area.
- P. Additional water quality requirements. The municipality may require additional stormwater control measures for stormwater discharges to special management areas, including, but not limited to:
- (1) Water bodies listed as "impaired" by PADEP.
 - (2) Any water body or watershed with an approved total maximum daily load (TMDL).
 - (3) Areas of known existing flooding problems.
 - (4) Critical areas with sensitive resources (e.g., state-designated special protection waters, cold-water fisheries, carbonate geology or other groundwater recharge areas that may be highly vulnerable to contamination, drainage areas to water supply reservoirs, etc.).
- Q. Applicants shall utilize the Pennsylvania Stormwater Best Management Practices Manual (PA BMP Manual), as amended, or other sources acceptable to the Municipal Engineer, for testing and design

standards for BMPs, and where there is a conflict with the provisions of this chapter, the most restrictive applies. If methods other than green infrastructure, LID, and CD methods are proposed to achieve the volume and rate controls required under this Ordinance, the SWM Site Plan must include a detailed justification demonstrating that the use of LID, green infrastructure, and CD are not practicable.

- R. For areas underlain by karst or carbonate geology that may be susceptible to the formation of sinkholes and other karst features, the location, type, and design of infiltration BMPs shall be based on a site evaluation conducted by a qualified licensed professional and based on the PA BMP Manual (as amended) or other design guidance acceptable to the Municipal Engineer.
- S. All regulated activities located within a special flood hazard area designated by the Federal Emergency Management Agency (FEMA) shall comply with § 240-26 of the Code of East Goshen Township and shall be designed to maintain the flood-carrying capacity of the floodway such that the base flood elevations are not increased, either upstream or downstream. The natural conveyance characteristics of the site and the receiving floodplain shall be incorporated into the stormwater management practices proposed for the site.
- T. If a perennial or intermittent stream passes through the site, the applicant shall create a riparian buffer extending a minimum of 50 feet to either side of the top of the bank of the channel. The buffer area shall be maintained with appropriate native vegetation (see a list of technical references in Appendix F). If the applicable rear or side yard setback is less than 50 feet, the buffer width may be reduced to 25% of the setback to a minimum of 10 feet. If an existing buffer is legally prescribed (e.g., deed covenant, easement, etc.) and it exceeds the requirement of this chapter, the existing buffer shall be maintained.

§ 195-16 Permit requirements by other governmental entities.

The following permit or other regulatory requirements may apply to certain regulated activities and shall be met prior to (or as a condition of) final approval by the municipality of the SWM site plan and prior to commencement of any regulated activities, as applicable:

- A. All regulated activities subject to permit or regulatory requirements by PADEP under regulations at 25 Pa. Code Chapter 102 or erosion and sediment control requirements of the municipality.
- B. Work within natural drainageways subject to permit by PADEP under 25 Pa. Code Chapter 105.
- C. Any BMP or conveyance that would be located in or adjacent to surface waters of the commonwealth, including wetlands, subject to permit by PADEP under 25 Pa. Code Chapter 105.
- D. Any BMP or conveyance that would be located on or discharge to a state highway right-of-way or require access to or from a state highway and be subject to approval by PennDOT.
- E. Culverts, bridges, storm sewers, or any other facilities which must pass or convey flows from the tributary area and any facility which may constitute a dam subject to permit by PADEP under 25 Pa. Code Chapter 105.

§ 195-17 Erosion and sediment control.

- A. No regulated activity within the municipality shall commence until:

- (1) The municipality receives documentation that the applicant has received:
 - (a) A "letter of adequacy" from the Conservation District or other approval from PADEP in compliance with Title 25, Chapter 102, of the Pennsylvania Code of an erosion and sediment control plan for construction activities, for projects where the area of disturbance exceeds one (1) acre dredging is involved, or when the disturbance is associated with activities described under Title Chapter 105 of the Pennsylvania Code permits, if applicable;
 - (b) A PADEP NPDES Permit for Stormwater Discharges Associated with Construction Activities

~~construction activities permit~~ as required under 25 Pa. Code Chapter 92.a, if applicable;

- (c) Evidence of any other permit(s) or approvals required for the regulated activities; and
- (2) An erosion and sediment control plan has been approved by the municipality, if required.
- B. A copy of the erosion and sediment control plan and any required permit(s), as required by PADEP regulations, shall be available on the site at all times.
- C. Additional erosion and sediment control measures shall be applied where infiltration BMPs are proposed, at a minimum including those required in § 195-20M.

§ 195-18 Site design process.

For regulated activities with 10,000 or more square feet of proposed earth disturbance or 2,000 or more square feet of ~~regulated proposed~~ impervious ~~s~~Surfaces, the applicant shall design the site to minimize the disturbances to land, site hydrology, and natural resources and to maintain the natural hydrologic regime, drainage patterns and flow conditions. For regulated activities with 10,000 or more square feet of proposed earth disturbance or 2,000 or more square feet of ~~Regulated proposed~~ impervious ~~s~~Surfaces, the applicant shall demonstrate in its SWM site plan (as required in § 195-27C) that the design sequence, objectives and techniques described below were applied to the maximum extent practicable in the site design of the regulated activity while complying with all other requirements of this chapter. The site design shall:

- A. First, identify and delineate all existing natural resources and natural and man-made hydrologic features listed in § 195-27B(8) that are located within the site or receive discharge from or may be impacted by the proposed regulated activity.
- B. Second, provide a prioritized listing of these resources and features to identify:
 - (1) Those to be incorporated into the site design in a manner that provides protection from any disturbance or impact from the proposed regulated activity;
 - (2) Those to be protected from further disturbance or impact but for which the proposed regulated activity will provide improvement to existing conditions;
 - (3) Those that can be incorporated into and utilized as components of the overall site design in a manner that protects or improves their existing conditions while utilizing their hydrologic function within the limits of their available capacity (e.g., for infiltration, evapotranspiration, or reducing pollutant loads, runoff volume or peak discharge rates, etc.) to reduce the need for or size of constructed BMPs; and
 - (4) Those that may be considered for alteration, disturbance or removal.
- C. Third, develop the site design to achieve the following:
 - (1) Recognize and incorporate the priorities identified in § 195-18B as the basis for the proposed site layout, grading, construction, and permanent ground cover design;
 - (2) Minimize earth disturbance (both surface and subsurface);
 - (3) Maximize protection of or improvement to natural resources and special management areas;
 - (4) Minimize the disturbance of natural site hydrology, in particular natural drainage features and patterns, discharge points and flow characteristics, natural infiltration patterns and characteristics, and natural channel and floodplain conveyance capacity;
 - (5) Incorporate natural hydrologic features and functions identified in § 195-18B into the site design to protect and utilize those features and their hydrologic functions to reduce the need for or size of

constructed BMPs;

- (6) Maximize infiltration and the use of natural site infiltration features, patterns and conditions, and evapotranspiration features;
 - (7) Apply selective grading design methods to provide final grading patterns or preserve existing topography in order to evenly distribute runoff and minimize concentrated flows;
 - (8) Minimize the cumulative area to be covered by impervious surfaces, and:
 - (a) Minimize the size of individual impervious surfaces;
 - (b) Separate large impervious surfaces into smaller components;
 - (c) Disconnect runoff from one impervious surface to another; and
 - (d) Utilize porous materials in place of impervious wherever practicable;
 - (9) Minimize the volume and peak discharge rates of stormwater generated;
 - (10) Avoid or minimize stormwater runoff pollutant loads and receiving stream channel erosion;
 - (11) Locate infiltration and other BMPs:
 - (a) At or as near to the source of generation as possible; and
 - (b) At depths that are as shallow as possible;
 - (12) Prioritize the selection and design of BMPs as follows:
 - (a) Nonstructural and vegetation BMPs, then;
 - (b) Structural (surface and subsurface) BMPs;
 - (13) For flow volumes requiring conveyance from the source of generation to a BMP for management, give preference to open channel conveyance techniques that provide infiltration and water quality benefits and landscaped-based management in common open space areas, where practicable; and
 - (14) Consider additional guidance for incorporating natural hydrology into the site and BMP designs, methods and techniques that support the objectives of § 195-18B and C. Appendix B presents additional discussion of [natural hydrology site design and sources of information for "eCconservation dDesign" and, Low-iImpact designDevelopment, and sustainable design.](#)
- D. The procedures set forth above shall be utilized to the maximum extent practicable for the overall site design and selection, location and design of features and BMPs to be used to comply with the requirements of §§ 195-19, 195-20, 195-21 and 195-22.

§ 195-19 Water quality and runoff volume requirements.

To control postconstruction stormwater impacts from regulated activities and meet state water quality requirements, BMPs shall be provided in the site design that replicate predevelopment stormwater infiltration and runoff conditions, such that postconstruction stormwater discharges do not degrade the physical, chemical, or biological characteristics of the receiving waters. [The green infrastructure and Low Impact Development \(LID\) practices provided in the PA BMP Manual, as well as the guidance on green infrastructure, LID and Conservation Design \(CD\) provided in Appendix B, shall be utilized for all regulated activities wherever possible.](#) The applicant shall comply with the following water quality and runoff volume requirements for all regulated activities, including all new development and redevelopment activities:

- A. The postconstruction total runoff volume shall not exceed the predevelopment total runoff volume

for all storms equal to or less than the two-year, twenty-four-hour-duration precipitation (design storm). The water quality and runoff volume to be managed shall consist of any runoff volume generated by the proposed regulated activity over and above the predevelopment total runoff volume and shall be captured and permanently retained or infiltrated on the site. Permanent retention options may include, but are not limited to, reuse, evaporation, transpiration, and infiltration.

- B. For modeling purposes, the predevelopment ground cover conditions shall be determined using the corresponding ground cover assumptions presented in § 195-23D of this chapter.
- C. The design of the [Stormwater Management Facility](#) outlet shall provide for protection from clogging and unwanted sedimentation.
- D. BMPs that moderate the temperature of stormwater shall be used to protect the temperature of receiving waters.
- E. Water quality improvement shall be achieved in conjunction with achieving the infiltration requirements of § 195-20. The infiltration volume required under § 195-20 may be included as a component of the water quality volume. If the calculated water quality and runoff volume is greater than the volume infiltrated, then the difference between the two volumes shall be managed for water quality and runoff volume control through other techniques or practices but shall not be discharged from the site.
- F. Runoff from the disturbed area shall be treated for water quality prior to entering existing waterways or water bodies. If a stormwater management practice does not provide water quality treatment, then water quality BMPs shall be utilized to provide pretreatment prior to the runoff entering the stormwater management practice.
- G. The municipality may require additional water quality and runoff control measures for stormwater discharging to special management areas such as those listed in § 195-15P.
- H. When the regulated activity contains or is divided by multiple drainage areas, the water quality and runoff volume shall be separately addressed for each drainage area.
- I. Weighted averaging of runoff coefficients shall not be used for manual computations or input data for water quality and runoff volume calculations.
- J. Areas located outside of the site (i.e., areas outside of the regulated activity) may be excluded from the calculation of the water quality and runoff volume requirements.
- K. Water quality and volume control practices shall be selected and designed to meet the criteria of § 195-18C that apply to water quality and volume control.
- L. [Evapotranspiration may be quantified and credited towards meeting volume requirements according to the PADEP Post Construction Stormwater Management \(PCSM\) Spreadsheet and Instructions \(December 2020\) or the most recent guidance from PADEP.](#)

§ 195-20 Infiltration requirements.

Providing for infiltration consistent with the natural hydrologic regime is required to compensate for the reduction in the recharge that occurs when the ground surface is disturbed or impervious surface is created or expanded. The applicant shall achieve the following infiltration requirements:

- A. [Wherever possible For Regulated Activities involving both New Development and Redevelopment, infiltration should be designed to accommodate the entire water quality and runoff volume required in § 195-19. Infiltration BMPs should be consistent with the design and infiltration period guidelines included in the PA BMP Manual or other PA DEP design guidance. If the runoff volume required by § 195-19 cannot be infiltrated, then alternative methods consistent with the PA BMP Manual \(as amended\) or other PA DEP guidance, such as the Managed Release Concept, may be used to manage this volume with approval from the Municipal Engineer.](#)

- B. For regulated activities involving both new development and redevelopment, the volume of a minimum of one (1) inch of runoff from all proposed-Regulated impervious surfaces shall be infiltrated.
- ~~C. For regulated activities involving redevelopment, whichever is less of the following volume options shall be infiltrated:~~
- ~~(1) The volume of a minimum of one inch of runoff from all proposed impervious surfaces; or~~
- ~~(2) The total water quality and runoff volume required in § 195-19 of this chapter.~~
- ~~CD.~~ If the requirements of Subsection AB or CB cannot be physically accomplished, then the applicant shall be responsible for demonstrating with data or calculations to the satisfaction of the Municipal Engineer why this infiltration volume cannot be physically accomplished on the site (e.g., shallow depth to bedrock or limiting zone, open voids, steep slopes, etc.) and what alternative volume can be infiltrated; ~~however, in all cases at least the 0.5 inch of runoff volume shall be infiltrated.~~
- E. Only if a minimum infiltration of the first of at least one half (0.5) inch of runoff volume infiltration requirement cannot be physically accomplished on the site shall a waiver from § 195-20 be considered by the municipality, in accordance with § 195-11.
- F. If site conditions preclude capture of runoff from portions of the impervious surfaces, the infiltration volume for the remaining area shall be increased an equivalent amount to offset the loss.
- G. When a project contains or is divided by multiple watersheds, the infiltration volume shall be separately addressed for each watershed.
- H. Existing impervious surfaces located in areas outside of the site (i.e., outside of the regulated activity) may be excluded from the calculation of the required infiltration volume.
- I. A detailed soils evaluation of the site shall be conducted by a qualified professional and at a minimum shall address soil permeability, depth to bedrock, and subgrade stability. The general process for designing the infiltration BMP shall be conducted by a qualified licensed professional and shall be consistent with the PA BMP Manual (as amended) (or other guidance acceptable to the Municipal Engineer) and in general shall:
- (1) Analyze hydrologic soil groups as well as natural and man-made features within the site to determine general areas of suitability for infiltration practices. In areas where development on fill material is under consideration, conduct geotechnical investigations of subgrade stability; infiltration may not be ruled out without conducting these tests.
 - (2) Provide field tests such as double ring infiltrometer or other hydraulic conductivity tests (at the elevation of the proposed infiltration surface) to determine the appropriate hydraulic conductivity rate. Standard septic/sewage percolation tests are not acceptable for design purposes.
 - (3) Design the infiltration facility for the required retention (infiltration) volume based on field-determined infiltration capacity (and apply safety factor as per applicable design guidelines) at the elevation of the proposed infiltration surface.
 - (4) On-lot infiltration features are encouraged; however, it shall be demonstrated to the Municipal Engineer that the soils are conducive to infiltration on the identified lots.
- J. Infiltration BMPs shall be selected based on suitability of soils and site conditions and shall be constructed on soils that have the following characteristics:
- (1) A minimum depth of 24 inches between the bottom of the BMP and the top of the limiting zone. Additional depth may be required in areas underlain by karst or carbonate geology.

- (2) An infiltration rate sufficient to accept the additional stormwater volume and drain completely as determined by field tests conducted by the applicant.
 - (3) The infiltration facility shall completely drain the retention (infiltration) volume within three days (72 hours) from the end of the design storm.
- K. All infiltration practices shall:
- (1) Be selected and designed to meet the criteria of § 195-18C that are applicable to infiltration.
 - (2) Be set back at least 10 feet from all buildings and features with subgrade elements (e.g., basements, foundation walls, etc.) and five feet from any property line or right-of-way line, unless otherwise approved by the Municipal Engineer.
 - (3) For any infiltration practice that collects runoff from shared or multiple features and that is located within 10 feet of a building or feature with subgrade elements (e.g., basements, foundation walls, etc.), the bottom elevation shall be set below the elevation of the subgrade element.
- L. Infiltration facilities shall, to the maximum extent practicable, be located to avoid introducing contaminants to groundwater:
- (1) When a hotspot is located in the area draining to a proposed infiltration facility, an evaluation of the potential of groundwater contamination from the proposed infiltration facility shall be performed, including a hydrogeologic investigation (if necessary) by a qualified licensed professional to determine what, if any, pretreatment or additional design considerations are needed to protect groundwater quality.
 - (2) When located within a "wellhead protection area" of a public water supply well, infiltration practices shall be in conformance with the applicable approved source water protection assessment or source water protection plan.
 - (3) The applicant shall provide appropriate safeguards against groundwater contamination for land uses that may cause groundwater contamination should there be a mishap or spill.
- M. During site construction, all infiltration practice components shall be protected from compaction due to heavy equipment operation or storage of fill or construction material. Infiltration areas shall also be protected from sedimentation. Areas that are accidentally compacted or graded shall be remediated to restore soil composition and porosity. Adequate documentation to this effect shall be submitted to the Municipal Engineer for review. All areas designated for infiltration shall not receive runoff until the contributory drainage area has achieved final stabilization.
- N. Where sediment transport in the stormwater runoff is anticipated to reach the infiltration system, appropriate permanent measures to prevent or collect sediment shall be installed prior to discharge to the infiltration system.
- O. Where roof drains are designed to discharge to infiltration practices, they shall have appropriate measures to prevent clogging by unwanted debris (for example, silt, leaves and vegetation). Such measures shall include but are not limited to leaf traps, gutter guards and cleanouts.
- P. All infiltration practices shall have appropriate positive overflow controls.
- Q. No sand, salt or other particulate matter may be applied to a porous surface material for winter ice conditions.
- R. The following procedures and materials shall be required during the construction of all subsurface facilities:
- (1) Excavation for the infiltration facility shall be performed with equipment that will not compact the

bottom of the seepage bed/trench or like facility.

- (2) The bottom of the bed and/or trench shall be scarified prior to the placement of aggregate.
- (3) Only clean aggregate with documented porosity, free of fines, shall be allowed.
- (4) The tops, bottoms and sides of all seepage beds, trenches, or like facilities shall be covered with drainage fabric. Fabric shall be nonwoven fabric acceptable to the Municipal Engineer.
- (5) Stormwater shall be distributed throughout the entire seepage bed/trench or like facility, and provisions for the collection of debris shall be provided in all facilities.

§ 195-21 Stream channel protection requirements.

For regulated activities involving new development with one or more acres of earth disturbance, the applicant shall comply with the following stream channel protection requirements to minimize stream channel erosion and associated water quality impacts to the receiving waters:

- A. The peak flow rate of the postconstruction two-year, twenty-four-hour design storm shall be reduced to the predevelopment peak flow rate of the one-year, twenty-four-hour-duration precipitation, using the SCS Type II distribution.
- B. To the maximum extent practicable, and unless otherwise approved by the Municipal Engineer, the postconstruction one-year, twenty-four-hour storm flow shall be detained for a minimum of 24 hours and a maximum not to exceed 72 hours from a point in time when the maximum volume of water from the one-year, twenty-four-hour storm is stored in a proposed BMP (i.e., when the maximum water surface elevation is achieved in the facility). Release of water can begin at the start of the storm (i.e., the invert of the orifice is at the invert of the proposed BMP).
- C. For modeling purposes, the predevelopment ground cover conditions shall be determined using the corresponding ground cover assumptions presented in § 195-23D of this chapter.
- D. The minimum orifice size in the outlet structure to the BMP shall be three inches in diameter unless otherwise approved by the Municipal Engineer, and a trash rack shall be installed to prevent clogging. For sites with small drainage areas contributing to the BMP that do not provide enough runoff volume to allow a twenty-four-hour attenuation with the three-inch orifice, the calculations shall be submitted showing this condition.
- E. When the calculated orifice size is below three inches, gravel filters (or other methods) are recommended to discharge low-flow rates subject to the Municipal Engineer's satisfaction. When filters are utilized, maintenance provisions shall be provided to ensure filters meet the design function.
- F. All proposed stormwater Management facilities shall make use of measures to extend the flow path and increase the travel time of flows in the facility.
- G. When a regulated activity contains or is divided by multiple drainage areas, the peak flow rate control shall be separately addressed for each drainage area.

§ 195-22 Stormwater peak rate control requirements.

The applicant shall comply with the following peak flow rate control requirements for all regulated activities, including those that involve new development and redevelopment that are not located in the Chester Creek watershed:

- A. Postconstruction peak flow rates from any regulated activity not located in the Chester Creek watershed shall not exceed the predevelopment peak flow rates as shown for each of the design storms specified in Table 195-22.1.

Table 195-22.1

Peak Rate Control Standards for Properties Not in the Chester Creek Watershed

(Peak flow rate of the postconstruction design storm shall be reduced to the peak flow rate of the corresponding predevelopment design storm shown in the table.)

Postconstruction Design Storm Frequency (24-Hour Duration)	Predevelopment Design Storm	
	New Development Regulated Activities	Redevelopment Regulated Activities
2-year	1-year	2-year
5-year	5-year	5-year
10-year	10-year	10-year
25-year	25-year	25-year
50-year	50-year	50-year
100-year	100-year	100-year

- B. For modeling purposes, the predevelopment ground cover conditions shall be determined using the corresponding ground cover assumptions presented in § 195-23D of this chapter.
- C. For regulated activities involving only redevelopment, no peak flow rate controls are required when and only if the total proposed-Regulated impervious surface area is at least 20% less than the total existing impervious surface area to be disturbed by the regulated activity. In all cases where this requirement is not met, the redevelopment regulated activity shall achieve the peak flow rate controls presented in Table 195-22.1, using the redevelopment ground cover assumptions presented in § 195-23D. This design criterion for Redevelopment is only permitted with approval of the Municipal Engineer. It shall result in no impact on downstream properties.
- D. Only the area of the proposed regulated activity shall be subject to the peak flow rate control standards of this chapter. Undisturbed areas for which the discharge point has not changed are not subject to the peak flow rate control standards.
- E. Areas located outside of the site (i.e., areas outside of the regulated activity) that drain through a proposed site are not subject to peak flow rate control requirements. Drainage facilities located on the site shall be designed to safely convey flows from outside of the site through the site.
- F. When a regulated activity contains or is divided by multiple drainage areas, the peak flow rate controls shall be separately addressed for each drainage area.
- G. The effect of structural and nonstructural stormwater management practices implemented as part of the overall site design may be taken into consideration when calculating total storage volume and peak flow rates.
- H. Chester Creek watershed new development.
- (I) The Chester Creek watershed is divided into districts that represent three levels of stormwater management. The boundaries of the stormwater management districts are shown on an official release rate map, included as part of the Chester Creek Stormwater Management Plan (see Plate 8,

Release Rate Map). A copy of the release rate map at a reduced scale is included in Appendix G. This map is for reference only. The exact location of the stormwater management district boundaries as they apply to a given development site must be determined by mapping the boundaries using the two-foot topographic contours (or the most accurate data required) provide as part of the of the drainage plan.

- (2) Regulated activities for new development located within the Chester Creek watershed shall achieve the applicable peak flow release rate control requirements presented in the approved PA Act 167 Plan for that watershed as presented in Table 195-22.2 below and as presented in the Chester Creek Watershed Release Rate Map.
- (3) In the Chester Creek watershed for the two-, five-, ten-, twenty-five-, fifty-, and one-hundred-year design storms, standards for new development are shown in Table 195-22.2. Development sites located in each of the districts must control postdevelopment peak runoff rates to the specified percentage of the predevelopment runoff rates for the design storms as shown in Table 195-22.2.

Table 195-22.2

New Development Peak Rate Control Standards for Properties in Chester Creek Watershed

Control Criteria for Stormwater Management Districts

District	Control Criteria
100%	Postdevelopment peak discharge for all design storms must be no greater than predevelopment peak discharges
75%	Postdevelopment peak discharge for all design storms must be no greater than 75% of the predevelopment peak discharges
50%	Postdevelopment peak discharge for all design storms must be no greater than 50% of the predevelopment peak discharges
I.	Chester Creek watershed redevelopment. Regulated activities for redevelopment projects located within the Chester Creek watershed shall meet peak discharge requirements based on the adjusted runoff control number (RCN) or "C" values illustrated in Appendix H.

Table 195-22.3

Redevelopment Peak Rate Control Standards for Properties in the Chester Creek Watershed

Rational Formula Runoff Coefficients

Type of Drainage Area	Runoff Coefficient
Lawns:	
Sandy soil, flat <2%	0.05 to 0.10
Sandy soil, average 2% to 7%	0.10 to 0.15
Sandy soil, steep >7%	0.15 to 0.20

Table 195-22.3

Redevelopment Peak Rate Control Standards for Properties in the Chester Creek Watershed

Rational Formula Runoff Coefficients

Type of Drainage Area	Runoff Coefficient
Heavy soil, flat <2%	0.13 to 0.17
Heavy soil, average 2% to 7%	0.18 to 0.22
Heavy soil, steep >7%	0.25 to 0.35
Business:	
Downtown areas	0.70 to 0.95
Neighborhood area	0.50 to 0.70
Residential:	
Single-family areas	0.30 to 0.50
Multi Units, detached	0.40 to 0.60
Multi units, attached	0.60 to 0.75
Suburban	0.25 to 0.70
Apartment dwelling areas	0.50 to 0.70
Industrial:	
Light areas	0.50 to 0.80
Heavy areas	0.60 to 0.90
Parks, cemeteries	0.10 to 0.25
Playgrounds	0.10 to 0.35
Railroad yard areas	0.20 to 0.40
Unimproved areas	0.10 to 0.30
Streets:	
Asphalt	0.70 to 0.95

Table 195-22.3**Redevelopment Peak Rate Control Standards for Properties in the Chester Creek Watershed****Rational Formula Runoff Coefficients**

Type of Drainage Area	Runoff Coefficient
Concrete	0.80 to 0.95
Brick	0.70 to 0.85
Drives and walks	0.75 to 0.85
Roofs	0.75 to 0.95

●SOURCE: Ven Te Chow, 1964, Handbook of Applied Hydrology, McGraw-Hill Book Co.

§ 195-23 Calculation methodology.

- A. Stormwater runoff from all regulated activity sites with a drainage area of greater than five acres shall be calculated using a generally accepted calculation technique(s) that is based on the NRCS Soil Cover Complex Method. Table 195-23 summarizes acceptable computation methods. The method selected for use shall be based on the individual limitations and suitability of each method for a particular site. The use of the Rational Method to estimate peak discharges for drainage areas greater than five acres shall be permitted only upon approval by the Municipal Engineer.

Table 195-23**Acceptable Computation Methodologies for SWM Site Plan**

Method	Developed By	Applicability
TR-20 (or commercial computer package based on TR-20)	USDA NRCS	Applicable where use of full hydrology computer model is desirable or necessary
TR-55 (or commercial computer package based on TR-55)	USDA NRCS	Applicable for land development plans where limitations described in TR-55 are met
HEC-1/HEC-HMS	U.S. Army Corps of Engineers	Applicable where use of a full hydrologic computer model is desirable or necessary
Rational Method (or commercial computer package based on Rational Method)	Emil Kuichling (1889)	For sites up to five acres or as approved by the municipality
Other methods	Varies	Other computation methodologies approved by the municipality

- B. All calculations using the Soil Cover Complex Method shall use the appropriate design rainfall

depths for the various return period storms consistent with this chapter. Rainfall depths used shall be obtained from [the latest version of the Precipitation-Frequency Atlas of the United States, National Oceanic and Atmospheric Administration \(NOAA\), National Weather Service, Hydrometeorological Design Studies Center, Silver Spring, Maryland \(NOAA Atlas 14\)](#) values consistent with a partial duration series. When stormwater calculations are performed for routing procedures or infiltration, water quality and runoff volume functions, the duration of rainfall shall be 24 hours.

- C. All calculations using the Rational Method shall use rainfall intensities consistent with appropriate times of concentration (duration) and storm events with rainfall intensities obtained from NOAA Atlas 14 partial duration series estimates or the latest version of the PennDOT Drainage Manual (PDM Publication 584). Times of concentration shall be calculated based on the methodology recommended in the respective model used. Times of concentration for channel and pipe flow shall be computed using Manning's Equation.
- D. Outside of the Chester Creek watershed, the applicant shall utilize the following ground cover assumptions for all predevelopment water quality and runoff volume, infiltration volume and peak flow rate calculations:
 - (1) For regulated activities involving new development, the following ground cover assumptions shall be used:
 - (a) For areas that are woods (as defined in Article II of this chapter), predevelopment calculations shall assume ground cover of "woods in good condition."
 - (b) For all other areas (including all impervious surfaces), predevelopment calculations shall assume ground cover of "meadow."
 - (2) For regulated activities involving redevelopment, the following ground cover assumptions shall be used:
 - (a) For areas that are woods (as defined in Article II of this chapter), predevelopment calculations shall assume ground cover of "woods in good condition."
 - (b) For areas that are not woods or not impervious surfaces, predevelopment calculations shall assume ground cover of "meadow."
 - (c) For areas that are impervious surfaces, predevelopment calculations shall assume at least 20% of the existing impervious surface area to be disturbed as "meadow" ground cover.
 - (3) The applicant shall determine which stormwater standards apply to the proposed regulated activity as follows:
 - (a) Stormwater standards for new development shall apply to all proposed regulated activities that involve only new development activities as defined in this chapter.
 - (b) Stormwater standards for redevelopment shall apply to all proposed regulated activities that involve only redevelopment activities as defined in this chapter.
 - (c) At the discretion of the Municipal Engineer, regulated activities that involve a combination of both new development and redevelopment activities, as defined in this chapter, may either:
 - [1] Apply the stormwater standards (redevelopment or new development) that are associated with the activity that involves the greatest amount of land area; or
 - [2] Apply the redevelopment and new development stormwater standards to the corresponding redevelopment and new development portions of the proposed regulated activity.
- E. For projects in the Chester Creek watershed, all undeveloped land shall be considered to be

"meadow" good condition, Type B soils ($CN = 58$, $C = 0.12$), unless the natural ground cover generates a lower CN or C value (i.e., forest). If a proposed development meets the definition of "redevelopment" as defined in Article II of this chapter, the applicant may adjust the predevelopment CN or C value based on the curves provided in Appendix C. Runoff characteristics for off-site areas draining through the project site shall be based on actual existing conditions and shall be assumed to not have any controls implemented on future development (i.e., no release rate restrictions).

- F. Runoff curve numbers (CN) for both predevelopment and proposed (postconstruction) conditions to be used in the Soil Cover Complex Method shall be obtained from Table C-1 in Appendix C of this chapter.
- G. Runoff coefficients (C) for both predevelopment and proposed (postconstruction) conditions for use in the Rational Method shall be obtained from Table C-2 in Appendix C of this chapter.
- H. Weighted averaging of runoff coefficients shall not be used for manual computations or input data for water quality and runoff volume calculations.
- I. Hydraulic computations to determine the capacity of pipes, culverts, and storm sewers shall be consistent with methods and computations contained in the Federal Highway Administration Hydraulic Design Series No. 5 (Publication No. FHWA-NHI-01-020 HDS No. 5, as amended). Hydraulic computations to determine the capacity of open channels shall be consistent with methods and computations contained in the Federal Highway Administration Hydraulic Engineering Circular No. 15 (Publication No. FHWA-NHI-05-114 HEC 15, as amended). Values for Manning's roughness coefficient (n) shall be consistent with Table C-3 in Appendix C of the chapter.
- J. Runoff calculations shall include the following assumptions:
 - (1) Average antecedent moisture conditions (for the Soil Cover Complex Method only, for example, TR-55, TR-20).
 - (2) A Type II distribution storm (for the Soil Cover Complex Method only, for example, TR-55, TR-20).

§ 195-24 Other requirements.

- A. Any BMP intended to hold standing water for four days or longer shall be designed to incorporate biologic controls consistent with the West Nile Guidance found in Appendix D, PADEP document 363-0300-001, "Design Criteria — Wetlands Replacement/Monitoring," as amended (or contact the Pennsylvania State Cooperative Wetland Center or the Penn State Cooperative Extension Office for design information).
- B. Any stormwater basin required or regulated by this chapter designed to store runoff and requiring a berm or earthen embankment shall be designed to provide an emergency spillway to safely convey flow up to and including the one-hundred-year proposed conditions. The height of embankment shall provide a minimum one foot of freeboard above the maximum pool elevation computed when the facility functions for the one-hundred-year proposed conditions inflow. Should any BMP require a dam safety permit under PA Chapter 105 regulations, the facility shall be designed in accordance with and meet the regulations of PA Chapter 105 concerning dam safety. PA Chapter 105 may require the safe conveyance of storms larger than one-hundred-year event.
- C. Any drainage conveyance facility and/or channel not governed by PA Chapter 105 regulations shall be designed to convey, without damage to the drainage facility or roadway, runoff from the twenty-five-year storm event. Larger storm events (fifty-year and one-hundred-year storms) shall also be safely conveyed in the direction of natural flow without creating additional damage to any drainage facilities, nearby structures, or roadways.
- D. Conveyance facilities to or exiting from stormwater management facilities (i.e., detention basins) shall be designed to convey the design flow to or from the facility.

- E. Roadway crossings or structures located within designated floodplain areas shall be able to convey runoff from a one-hundred-year design storm consistent with Federal Emergency Management Agency National Flood Insurance Program Floodplain Management Requirements.
- F. Any [Stormwater Management Facility](#) located within a PennDOT right-of-way shall comply with PennDOT minimum design standards and permit submission and approval requirements.
- G. Adequate erosion protection and energy dissipation shall be provided along all open channels and at all points of discharge. Design methods shall be consistent with the Federal Highway Administration Hydraulic Engineering Circular No. 11 (Publication No. FHWA-IP-89-016, as amended) and the PADEP Erosion and Sediment Pollution Control Program Manual (Publication No. 363-2134-008, as amended), or other design guidance acceptable to the Municipal Engineer.

§ 195-25 Other conveyance and system design standards.

Conveyance and system design standards shall be in accordance the Chapter 205 of the Code of East Goshen Township titled "Subdivision and Land Development."

Article IV

Stormwater Management (SWM) Site Plan Requirements

§ 195-276 General requirements.

For any regulated activity, unless exempt per the provisions of § 195-6:

- A. Preparation and implementation of an approved SWM site plan is required.
- B. No regulated activity shall commence until the municipality issues written approval of a SWM site plan, which demonstrates compliance with the requirements of this chapter, and, if required, a letter of adequacy has been issued by the Conservation District for an erosion and sediment control plan.
- C. The preliminary or final approval of subdivision and/or land development plans and the issuance of any building or occupancy permit shall not proceed until the applicant has received written approval of a SWM site plan from the municipality.
- D. The SWM site plan approved by the municipality shall be on site throughout the duration of the regulated activity.

§ 195-287 SWM site plan contents.

The SWM site plan shall consist of a general description of the project including items described in § 195-18, calculations, maps, and plans. A note on the maps shall refer to the associated computations and erosion and sediment control plan by title and date. The cover sheet of the computations and erosion and sediment control plan shall refer to the associated maps by title and date. All SWM site plan materials shall be submitted to the municipality in a format that is clear, concise, legible, neat, and well organized; otherwise, the SWM site plan shall not be accepted for review and shall be returned to the applicant. The SWM site plan requirements for regulated activities with less than 10,000 square feet of proposed earth disturbance and less than 2,000 square feet of proposed impervious surfaces shall include, at a minimum, all items required for the Simplified Approach stormwater management plan (Appendix A). For all other SWM site plans, the following items shall be included:

A. General.

- (1) A general description of the proposed project.
- (2) A listing of all regulatory approvals required for the proposed project and the status of the review and approval process for each. Final approval or adequacy letters must be submitted to the municipality prior to (or as a condition of) the municipality's issuing final approval of the SWM site plan. Proof of application or documentation of required permit(s) or approvals for the programs

listed below shall be part of the SWM site plan, if applicable:

- (a) NPDES permit for stormwater discharges ~~associated with~~^{from} construction activities;
- (b) PADEP permits as needed:
 - [1] PADEP joint permit application.
 - [2] Chapter 105 (Dam Safety and Waterway Management).
 - [3] Chapter ~~105~~ (Floodplain Management).
- (c) PennDOT highway occupancy permit;
- (d) Erosion and sediment control plan letter of adequacy; and
- (e) Any other permit under applicable state or federal regulations.
- (3) A statement, signed by the applicant, acknowledging 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.
- (4) The following signature block signed and sealed by the qualified licensed professional responsible for the preparation of the SWM site plan:

"I (name), on this date (date of signature), hereby certify to the best of my knowledge that the SWM site plan meets all design standards and criteria of the East Goshen Township Stormwater Management Ordinance (Ordinance No.) 195____." [Note: Include signature, name, discipline of professional license, and license stamp or seal here.]

(5) The following signature block for the Municipality:

"On behalf of East Goshen Township, (Municipal official or designee), on this date [Signature date], has reviewed and hereby certifies to the best of my knowledge that the SWM Site Plan meets all design standards and criteria of the Municipal Ordinance No. 195[number assigned to ordinance]."

~~ne), on this date (date of signature), hereby certify to the best of my knowledge that the SWM site meets all design standards and criteria of the East Goshen Township Stormwater Management Ordinance (Ordinance No.) ____." [Note: Include signature, name, discipline of professional license, and stamp or seal here.]~~

(6) The following statement regarding stormwater management easement:

"A blanket stormwater management easement is provided over and across the property in favor of East Goshen Township to allow the Township and its agent and designees access to the proposed stormwater management facilities. The Township is granted the right, but not the duty, to access and conduct periodic inspections and to undertake other actions that may be necessary to enforce the requirements of the Township's Stormwater Management Ordinance or of any applicable O&M plan or O&M agreement."

- B. Maps or plan sheets. Map(s) or plan sheets of the site shall be submitted on minimum twenty-four-inch-by-thirty-six-inch sheets and shall be prepared in a form that meets the requirements for recording at the Chester County Office of the Recorder of Deeds and the requirements of the operation and maintenance (O&M) plan and O&M agreement (Article VII). If the SALDO has

additional or more stringent criteria than this chapter, then the SALDO criteria shall also apply. Unless otherwise approved by the Municipal Engineer, the contents of the maps or plan sheets shall include, but not be limited to:

- (1) A location map, with a scale of one inch equals 2,000 feet or greater, showing the site location relative to highways, municipal boundaries, or other identifiable landmarks.
- (2) The name of the project, tax parcel number(s), and the names, addresses and phone numbers of the owner of the property, the applicant, and the firm preparing the plan.
- (3) Signature and seal of the qualified licensed professional(s) responsible for preparation of the maps and plan sheets.
- (4) The date of SWM site plan submission and revision dates, as applicable.
- (5) A graphic and written scale of one inch equals no more than 50 feet.
- (6) A North arrow.
- (7) Legal property boundaries, including:
 - (a) The total project property boundary and size with distances marked to the nearest foot and bearings to the nearest degree.
 - (b) Boundaries, size and description of purpose of all existing easements and deed-restricted areas of the project property, with distances marked to the nearest foot and bearings to the nearest degree.
- (8) Existing natural resources and natural or man-made hydrologic features that are located within the site or receiving discharge from, or that may otherwise be impacted by, the proposed regulated activity, including but not limited to:
 - (a) All existing natural resources, hydrologic features and drainage patterns, including natural waterways, water bodies, wetlands, streams (intermittent and perennial), ponds, lakes, vernal pools, etc., natural infiltration areas and patterns, areas of significant natural evapotranspiration, and other water features and aquatic resources.
 - (b) Any existing man-made drainage features, BMPs, conveyances, facilities, open channels, swales, drainage patterns, or other flood, stormwater or drainage control features.
 - (c) For the site, discharge points and locations of concentrated flows and their drainage areas.
 - (d) For named waters, show names and their watershed boundaries within the site.
 - (e) Special management areas (as per § 195-15P).
 - (f) For the water bodies, streams and wetlands identified in Subsection B(8)(a), label or otherwise show the following attributes, if applicable:
 - [1] The designated use as determined by PADEP (25 Pa. Code Chapter 93);
 - [2] Impairments listed on the PADEP "Integrated List" (as updated) and the listed source and cause of impairment;
 - [3] Name, date, and target pollutant(s) for any approved total maximum daily load (TMDL); and
 - [4] Drainages to water supply reservoirs.
 - (g) Areas that are part of the Pennsylvania Natural Diversity Inventory (PNDI), and a list of potential impacts and clearances received (for regulated activities involving one acre or more proposed earth

disturbance).

- (h) Woods, vegetated riparian buffers and other areas of natural vegetation.
- (i) Topography using contours (with elevations based on established bench marks) at intervals of two feet. In areas of slopes greater than 15%, five-foot contour intervals may be used. The datum used and the location, elevation and datum of any bench marks used shall be shown.
- (j) Areas classified by the municipality as steep slopes.
- (k) Soil names and boundaries, general type of soils with hydrologic soil group noted, and in particular note areas most conducive to infiltration BMPs, such as groups A and B, etc., estimated permeabilities in inches per hour, and location and other results of all soil tests and borings.
- (l) If present, areas with underlying carbonate geologic units, existing sinkholes, subsidence or other karst features, and any associated groundwater recharge areas with increased vulnerability to contamination.
- (m) Any contaminated surface or subsurface areas of the site.
- (n) Water supply wells.
- [1] Location of existing well(s) on the project property and delineation of the(ir) recharge area(s) (if known), or a fifty-foot diameter assumed recharge area.
- [2] Location of existing well(s) within 50 feet beyond the boundary of the project property boundary (if public water supply is proposed for the regulated activity).
- (o) Current FEMA one-hundred-year floodplain boundaries, elevations, and floodway boundaries for any special flood hazard areas on or within 100 feet of the property.
- (p) Boundaries of riparian buffer(s) as required by § ~~195-25~~ 195-15T.
- (q) Boundaries of a fifty-foot construction nondisturbance buffer to protect streams (intermittent and perennial), wetlands and other water bodies during construction of the proposed regulated activity.
- (9) Location of the proposed regulated activity, limits of earth disturbance (disturbed area), and BMPs and conveyances relative to the location of existing natural resources and hydrologic features and special management areas resulting from the site design process of § **195-18**.
- (10) Description of existing and proposed ground cover and land use, including the type and total area.
- (11) Existing and proposed man-made features, including roads, paved areas, buildings, and other impervious and pervious surfaces on the project property (or an appropriate portion of the property as determined in consultation with the Municipal Engineer) and within the proposed disturbed area and including the type and total area of the following:
 - (a) Existing impervious surfaces [must differentiate Existing Impervious Surfaces installed after October 22, 2003]
 - (b) Existing impervious surfaces proposed to be replaced;
 - (c) Existing impervious surfaces to be permanently removed and replaced with pervious ground cover;
 - (d) New or additional impervious surfaces; and
 - (e) Percentage of the site covered by impervious surfaces for both the existing and proposed postconstruction conditions.

- (12) The total extent of the upstream area draining through the site.
- (13) All BMPs, conveyances and other stormwater management facilities shall be located on the plan sheets, including design drawings, profile drawings, construction details, materials to be used, description of function, etc.
- (14) Complete delineation of the flow paths used for calculating the time of concentration for the predevelopment and postconstruction conditions shall be included.
- (15) The locations of all existing and proposed utilities, sanitary sewers, on-lot wastewater facilities (including subsurface tanks and leach fields), and water supply lines within the site and within 50 feet beyond the proposed limits of earth disturbance.
- (16) A grading plan, including all areas of proposed earth disturbance and the proposed regulated activity and delineating the boundary or limits of earth disturbance of the site. The total disturbed area of the site shall be noted in square feet and acres.
- (17) Proposed final grade elevations and contours at intervals of two feet. In areas of steep slopes greater than 15%, five-foot contour intervals may be used.
- (18) For each proposed BMP and conveyance included in the SWM site plan (including any to be located on any property other than the property being developed by the applicant), the following shall be included on the SWM site plan map or plan sheets:
- (a) Identification of the person responsible for ongoing inspections, operation, repair, and maintenance of the BMP or conveyance after completion of construction.
 - (b) Delineation of the land area, structures, impervious surfaces, and conveyances draining to and from the BMP or conveyance.
 - (c) Easements, as per the requirements of Article **VII**, that shall include:
 - [1] Boundaries labeled with distances shown in feet and bearings to the nearest degree;
 - [2] Notes or other documentation, as needed, to grant the municipality the right of access to all BMPs and conveyances for the purposes of inspection and enforcement of the requirements of this chapter, and any applicable O&M plans and O&M agreements;
 - [3] Notes or other documentation, as needed, to grant the municipality the right of access to all roadways necessary to access all BMPs and conveyances, where roadways are not to be dedicated to the municipality;
 - [4] Notes or other documentation as needed to grant the owner of any BMP or conveyance the right of access for the purpose of inspection, operation, maintenance, and repair of the BMP or conveyance that is to be owned, operated and maintained by a person other than the municipality and other than the owner of the property on which the BMP or conveyance is located;
 - [5] A minimum twenty-foot perimeter (or other width as determined in consultation with the Municipal Engineer) around all BMPs and conveyances;
 - [6] Sufficient vehicular ingress to and egress from a public right-of-way or roadway, as determined in consultation with the Municipal Engineer; and
 - [7] Accompanying notes or other documentation as needed, and in accordance with Article **VII**, describing the type, purpose and total area of easements, whom the easement is granted to, and the rights, duties and obligations of the parties with respect to every BMP or conveyance.
 - (d) Boundaries of land areas (if any) for which deed restrictions are required for the purpose of protecting and prohibiting disturbance to a BMP or conveyance, indicating the area to which the

restriction applies with distances shown in feet and bearings to the nearest degree, and a written description of the type, purpose and nature of the restriction.

- (e) Other items that may be needed to comply with all other requirements of Article VII.

C. A written description of the following information shall be included in the SWM site plan:

- (1) Existing features, conditions, natural resources, hydrologic features, and special management areas [as listed in Subsection B(8)];
- (2) How the site design achieves the requirements of § 195-18, and if applicable, where they could not be achieved and why;
- (3) The overall stormwater management design concept for the project and how the site design achieves the requirements of §§ 195-15 through 195-25 of Article III;
- (4) Proposed features and conditions, proposed erosion and sediment control features, proposed BMPs, conveyances, and any other stormwater facilities;
- (5) A description of the effect of the project (in terms of flow alteration and runoff volumes, water quality and peak flows, etc.) on existing natural resources, hydrologic features and special management areas, adjacent and downgradient properties, and any existing municipal or other stormwater conveyance system(s), that may be affected by or receive runoff from the regulated activity (whether located within or outside of the area of the regulated activity), and specifics of how erosion, water quality and flow impacts will be avoided or otherwise mitigated;
- (6) Proposed nonpoint source pollution controls and justification and confirmation that the proposed project will not result in any increased pollutant loadings to any existing stream or stream impairment identified by PADEP, or to any receiving water body;
- (7) Expected project time schedule; and
- (8) Description of construction stages or project phases, if so proposed.
- (9) A detailed justification must be included in the SWM Site Plan if BMPs other than green infrastructure methods, LID practices, or CD are proposed to achieve the volume, rate, and water quality controls under this chapter.

- D. A detailed site evaluation conducted by a qualified licensed professional for projects proposed in areas of carbonate geology or karst topography, and other environmentally sensitive areas, such as contaminated sites and brownfields, as described in § 195-15O and R of this chapter.
- E. Stormwater runoff design computations and documentation, such as hydrologic, hydraulic, and structural computations, assumptions, BMP loading ratios, etc., consistent with the guidelines and criteria presented in the PA BMP Manual (as amended) or other guidance acceptable to the Municipal Engineer, and used in the design of the BMPs, conveyances and other features proposed to be utilized for stormwater management, or as otherwise necessary to demonstrate that the requirements of this chapter have been met, specifically including the requirements in §§ 195-15 and 195-18 through 195-23.
- F. Inspections; operation and maintenance requirements. The following documents shall be prepared and submitted to the municipality for review and approval as part of the SWM site plan, in accordance with the requirements of Article VII, for each BMP and conveyance included in the SWM site plan (including any to be located on any property other than the property being developed by the applicant):
 - (1) An O&M plan;

- (2) An O&M agreement;
 - (3) Any easement agreements that are needed to ensure access, inspection, maintenance, operation, repair and permanent protection of any permanent BMP(s) and conveyances associated with the regulated activity;
 - (4) Any written deed, deed amendment or equivalent document (if needed) to be recorded against a subject property, as shown on the SWM site plan maps or plan sheets, or recorded plan sheets for the purpose of protecting and prohibiting disturbance to a BMP or conveyance; and
 - (5) Written approval, easement agreements, or other documentation for discharges to adjacent or downgradient properties when required to comply with § 195-15G and Article VII of this chapter.
- G. An erosion and sediment control plan, where applicable, as prepared for and submitted to the Conservation District and/or municipality. A letter of adequacy from the Conservation District, if applicable, must be submitted to the municipality prior to (or as a condition of) the municipality's final approval of the SWM site plan.
 - H. A highway occupancy permit from the Pennsylvania Department of Transportation (PennDOT) District Office must be submitted to the municipality prior to (or as a condition of) the municipality's final approval of the SWM site plan when utilization of a PennDOT storm drainage system is proposed.

§ 195-298 SWM site plan submission.

A complete SWM site plan that complies with all applicable provisions of § 195-27 shall be submitted to the municipality for review and approval, as follows:

- A. The SWM site plan shall be coordinated with the applicable state and federal permit process and the Municipal SALDO review process. All permit approvals or letters of adequacy not yet received by the applicant at the time of submittal of the SWM site plan to the municipality must be submitted to the municipality prior to (or as a condition of) the municipality's final approval of the SWM site plan.
- B. For projects that require SALDO approval, the SWM site plan shall be submitted by the applicant as part of the preliminary plan submission where applicable for the regulated activity.
- C. For regulated activities that do not require SALDO approval, the SWM site plan shall be submitted by the applicant for review in accordance with instructions from the municipality.
- D. The number of copies of the SWM site plan to be submitted by the applicant for review shall be in accordance with instructions from the municipality.
- E. The corresponding review fee shall be submitted to the municipality simultaneously with the SWM site plan, per the municipality's fee schedule.
- F. Any submissions to the municipality that are found to be incomplete shall not be accepted for review and shall be returned to the applicant within 30 days with a notification in writing of the specific manner in which the submission is incomplete.
- G. Financial security, per the requirements of § 195-10, shall be submitted to the municipality prior to approval of the SWM site plan or as part of the financial security which is posted pursuant to the SALDO.

§ 195-3029 SWM site plan review.

- A. The SWM site plan shall be submitted to the municipality for review by the Municipal Engineer for consistency with this chapter and the respective PA Act 167 stormwater management plan(s). The Municipal Engineer will review the SWM site plan for any subdivision or land development for compliance with this chapter and the Municipal SALDO provisions not otherwise superseded by this

chapter.

- B. If applicable, the applicant shall have received a "letter of adequacy" from the Conservation District or other PADEP approval for the proposed regulated activity prior to (or as a condition of) final approval by the municipality.
- C. The Municipal Engineer will notify the applicant and the municipality in writing, within 30 calendar days, whether the SWM site plan is consistent with the requirements of this chapter. If the SWM site plan involves a subdivision and land development plan, the notification shall occur within the time period allowed by the MPC (as amended). If a longer notification period is provided by other statute, regulation, or ordinance, the applicant will be so notified by the municipality.
 - (1) If the Municipal Engineer determines that the SWM site plan is consistent with this chapter, the Municipal Engineer shall forward a letter of consistency to the municipality, which shall then forward a copy to the applicant.
 - (2) The municipality may approve the SWM site plan with conditions reasonably defined to make the SWM site plan compliant with the terms of this chapter and, if so, shall provide the conditions for approval in writing.
 - (3) If the Municipal Engineer determines that the SWM site plan is inconsistent or noncompliant with this chapter, the Municipal Engineer will forward a letter to the municipality, with a copy to the applicant citing the reason(s) and specific chapter sections for the inconsistency or noncompliance. Inconsistency or noncompliance may be due to inadequate information to make a reasonable judgment as to compliance with this chapter. Any SWM site plans that are inconsistent or noncompliant may be revised by the applicant and resubmitted in accordance with § 195-31 when consistent with this chapter. Resubmission will commence a new municipal review and notification time period.
- D. The municipality will not grant final approval to any proposed subdivision, land development, or regulated activity specified in this chapter if the SWM site plan has been found to be inconsistent with this chapter.
- E. All required permits from PADEP shall be obtained and submitted to the municipality prior to (or as a condition of) final approval of any proposed subdivision, land development, or other regulated activity by the municipality.
- F. No building permits for any regulated activity will be approved by the municipality if the SWM site plan has been found to be inconsistent with this chapter, as determined by the Municipal Engineer. All required permits from PADEP shall be obtained prior to issuance of a building permit.
- G. The municipality's approval of a SWM site plan shall be valid for a period not to exceed five years commencing on the date that the municipality approved the SWM site plan. If stormwater management facilities included in the approved SWM site plan have not been constructed or, if constructed, as-built plans of these facilities have not been approved within this five-year time period, then the applicant may seek reinstatement of approval of the expired SWM site plan. If the municipality determines that the expired SWM site plan is consistent and compliant with current regulations and requirements, then the expired SWM site plan will be reinstated; otherwise, it will be rejected. The applicant will be prohibited from conducting any regulated activity until a reinstated or newly approved SWM site plan is obtained in accordance with § 195-31 of this chapter.
- H. All or portions of the final approved SWM site plan shall be recorded (as "record plans") per the instructions of the municipality.
- I. Upon completion of construction, the applicant shall be responsible for completing final as-built plans of all BMPs, conveyances, or other stormwater management facilities included in the approved SWM site plan as per the requirements of § 195-33 of this chapter.

J. For any SWM Site Plan that proposes to use any BMPs other than green infrastructure, LID practices, or CD to achieve the volume and rate controls required under this chapter, the Municipality will not approve the SWM Site Plan unless it determines that green infrastructure, LID practices, and CD are not practicable.

§ 195-310 **Revision of SWM site plans.**

A. A submitted SWM site plan under review by the municipality shall be revised and resubmitted for any of the following reasons; the revised SWM site plan shall be resubmitted in accordance with § 195-28 and subject to review as specified in § 195-29 of this chapter:

- (1) A change in stormwater management BMPs, conveyances, facilities or techniques;
 - (2) Relocation or redesign of stormwater management BMPs, conveyances, or facilities; or
 - (3) Soil or other site conditions are not as stated on the SWM site plan as determined by the Municipal Engineer, and the new conditions necessitate design changes.
- B. A revision to an approved SWM site plan shall be submitted to the municipality, accompanied by the applicable municipal review fee.

§ 195-312 **Resubmission of inconsistent or noncompliant SWM site plans.**

Any SWM site plan deemed inconsistent or noncompliant may be revised and resubmitted with the revisions addressing the Municipal Engineer's concerns documented in writing. The submission shall be addressed to the municipality in accordance with § 195-28 of this chapter, distributed accordingly, and be subject to review as specified in § 195-29 of this chapter. The applicable municipal review fee shall accompany a resubmission of a SWM site plan previously determined to be inconsistent or noncompliant.

Article V

Performance and Inspection of Regulated Activities; Final As-Built Plans

§ 195-332 **Performance and inspection of regulated activities.**

- A. All regulated activities shall be conducted, operated and maintained in accordance with the requirements set forth in Articles III, VII, and VIII of this chapter. When a SWM site plan is required by this chapter, all regulated activities shall be performed in accordance with the requirements of the final approved SWM site plan.
- B. The Municipal Engineer or other municipal designee shall be provided access to the site to inspect all phases of the erosion and sediment control measures and installation of the permanent BMPs and conveyances at such times as deemed appropriate by the Municipal Engineer or other municipal designee.
- C. Periodic inspections may be made by the Municipal Engineer or other designee during construction. A set of design plans approved by the municipality shall be on file and available for viewing at the site throughout the duration of the construction activity.
- D. Inspections, including but not limited to a final inspection, of all constructed BMPs, conveyances, or other stormwater facilities, and related improvements may be conducted by the Municipal Engineer or other designee to confirm compliance with this chapter and with the final approved SWM site plan prior to the issuance of any occupancy permit, use permit, or other form of final approval of the project by the municipality.

E. If an NPDES Permit for Stormwater Discharges Associated with Construction Activities was required for the Regulated Activity, a Notice of Termination (NOT) approval must be obtained upon completion of construction prior to final approval of the project by the municipality.

- ~~FE.~~ Upon completion of construction, every permanent stormwater BMP, conveyance or other ~~stormwater~~ Management ~~facility~~ constructed or used as part of the regulated activity shall be operated, maintained and inspected by the landowner, or other designated person, in accordance with the O&M plan and O&M agreement approved by the municipality.
- ~~GF.~~ The municipality or its designee may periodically inspect any permanent stormwater BMP, conveyance or Stormwater Management ~~facility~~ for compliance with this chapter, an approved O&M plan, or an approved O&M agreement, per the provisions of Article **IX**. The municipality may inspect at any time it has reason to believe a violation exists. The municipality may pursue enforcement for violations consistent with the provisions of Article **IX**.

§ 195-343 **Final as-built plans.**

- A. For regulated activities involving one acre or more of earth disturbance, the applicant shall provide to the municipality final as-built plans (signed and sealed by a qualified licensed professional) of all BMPs, conveyances, other stormwater facilities and related improvements shown in the final approved SWM site plan.
- B. The final as-built plans shall include the following for all BMPs, conveyances, other stormwater facilities and related improvements:
- (1) The location, elevations, dimensions, and as-built conditions of all BMPs, conveyances, other stormwater facilities and related improvements. including topographic contours and all typical details for storm drainage and conveyance systems, stormwater management facilities and impervious surfaces (existing, proposed, or constructed) included in the approved SWM site plan. The latitude and longitude coordinates for all permanent SWM BMP must also be submitted at the central location of the BMPs; and
 - (2) Explanation of any discrepancies or variations from the final approved SWM site plan, other related approved construction plans, calculations and specifications (and approved revisions thereto).
- C. The final as-built plans shall include a certification of completion signed and sealed by a qualified licensed professional verifying that all permanent BMPs and conveyances have been constructed according to the final approved SWM site plan and related approved construction plans, calculations and specifications.
- D. All areas of the regulated activity draining to BMPs must be stabilized prior to submittal of the as-built plans.
- E. After receipt of the as-built plans by the municipality, the municipality or its designee may review the as-built plans for consistency with this chapter, the final approved SWM site plan, other related approved construction plans, and subsequent approved revisions thereto, as well as actual conditions at the site, and the municipality may conduct a final inspection, as per § **195-32D**.
- F. The as-built plans must be received, reviewed and determined to be acceptable by the municipality prior to release of the financial security or other performance guarantee.
- G. Final occupancy permit(s) or use permit or other final approval to use or operate the constructed improvement may not be issued by the municipality until the final as-built plans have been accepted.
- H. Upon final acceptance of the final as-built plans by the municipality, the applicant shall review and, if required by the municipality, revise and rerecord the O&M plan and the O&M agreement to reflect the final as-built conditions and information for each permanent BMP or conveyance, in accordance with the requirements of Article **VII**.
- I. All or portions of the final as-built plans shall be recorded if required by the municipality.

Fees and Expenses

§ 195-354 Site plan review and inspection fees established.

The Board of Supervisors, by resolution, shall establish a schedule of fees for all applications submitted and inspections performed under this chapter. The applicant shall also be responsible for reimbursing the municipality for all of the municipality's costs incurred in reviewing the application and accompanying plans and documents, including the Township Engineer and Solicitor fees. The cost of inspections will be billed to the applicant as inspections are completed at a rate as set forth from time to time by resolution of the Board of Supervisors.

§ 195-365 Expenses covered by fees.

A. The fees required of the applicant by this chapter shall, at a minimum, cover:

- (1) Administrative costs;
 - (2) The review of the SWM site plan by the municipality, the Municipal Engineer and other municipal consultants;
 - (3) Coordination and meetings with the applicant;
 - (4) The inspection of erosion and sediment control measures, BMPs, conveyances and other related improvements during construction;
 - (5) Review of project communications, reports, and additional supporting information;
 - (6) Other site inspections;
 - (7) The final inspection upon completion of the BMPs, conveyances, and other stormwater management facilities and related improvements presented in the SWM site plan; and
 - (8) Review of final as-built plan submission and revised calculations, and inspections as needed.
- B. The applicant shall also reimburse all expenses incurred by the municipality for any additional work or municipal consultant fees required to enforce any permit provisions regulated by this chapter, correct violations, and ensure proper completion of remedial actions.

Article VII

Operation and Maintenance (O&M) Responsibilities and Easements

§ 195-376 General requirements for protection, operation and maintenance of stormwater BMPs and conveyances.

The following shall apply to all regulated activities in accordance with the requirements of the subsequent sections of this Article VII:

- A. Continuing operations and maintenance responsibilities of all permanent BMPs, conveyances, or other stormwater management facilities shall be reviewed and approved by the municipality along with the SWM site plan. The municipality may require an offer of a dedication of such facilities as part of the requirements for approval of the SWM site plan. Such a requirement is not an indication that the municipality will accept the facilities. The municipality reserves the right to accept or reject the operations and maintenance responsibility for any portion of or all of the BMPs, conveyances or other stormwater controls and facilities.
- B. An operation and maintenance (O&M) plan shall be submitted to the municipality for review and approval for all existing and proposed permanent BMPs and man-made conveyances or other stormwater facilities identified in the SWM site plan. Multiple BMPs or conveyances may be addressed by a combined O&M plan where all such facilities are similar in O&M requirements and ownership.

- C. The O&M plan(s) and O&M agreement(s) shall name the person identified in the SWM site plan who shall be the owner of and be responsible for ongoing inspections, operation, repair, and maintenance of each BMP or conveyance following completion of construction.
- D. For any BMP or man-made conveyance (including any to be located on any property other than the property being developed by the applicant) to be owned by a person other than the municipality:
 - (1) An O&M agreement shall be submitted to the municipality for review and approval; and
 - (2) The O&M plan shall be attached to, incorporated within, and recorded as a public record along with a fully executed O&M agreement, all of which shall be recorded as a restrictive covenant that runs with the land and shall be binding upon the landowner and any heirs, administrators, successors in interest or assigns of the landowner.
- E. The following shall be provided for all BMPs and conveyances (including any to be located on any property other than the property being developed by the applicant) by an O&M or other agreement or by otherwise establishing covenants, easements, or deed restrictions or by dedication to the municipality:
 - (1) Permanent protection of the BMP or conveyance from disturbance or alteration;
 - (2) Right of entry and access for the municipality for inspection and enforcement of this chapter (including § 195-47G) and any applicable O&M plan or O&M agreement; and
 - (3) Right of entry and access for the person owning the BMP or conveyance and responsible for fulfilling the O&M requirements when that person is not the municipality and is different from the owner of the property on which the BMP or conveyance is located (such as may be applicable for § 195-15G of this chapter).
- F. All O&M and other agreements, covenants, easements and deed restrictions shall:
 - (1) Be submitted to the municipality for review and approval;
 - (2) Be recorded as a public record, upon approval, against each parcel(s) which is part of the SWM site plan or otherwise contains any BMP or conveyance comprising part of the regulated activity which is the subject of an O&M agreement; and
 - (3) Run with the land and be binding upon the landowner, its heirs, administrators, successors in interest, and assigns.
- G. The materials, documents and content required by this Article VII may be prepared in conjunction with and incorporated with similar materials, documents and content required for other permit or approval applications, such as those required by PADEP for the postconstruction stormwater management plan.

§ 195-387 Operation and maintenance plans.

The following items shall be included in the O&M plan, unless otherwise approved by the Municipal Engineer:

- A. A plan sheet(s) or map(s) showing each BMP and man-made conveyance and which shall include, but not be limited to:
 - (1) Property(ies) identification (owner name and address; and property address and/or lot and/or tax parcel number, etc.), property boundaries and tax parcel number of the land parcel on which the BMP or conveyance is located.
 - (2) Name, address, phone number, date prepared, signature and seal of the licensed professional responsible for preparation of the plan sheet or map.

- (3) Clear identification of the location, dimensions, and function of each BMP or conveyance covered by the O&M plan.
 - (4) The location of each BMP and conveyance relative to roadways, property boundaries, or other identifiable landmarks and existing natural drainage features such as streams, lakes, ponds, or other bodies of water within the immediate vicinity of, or receiving discharge from, the BMP or conveyance.
 - (5) Delineation of the land area, structures, impervious surfaces and conveyances draining to and from the BMP.
 - (6) Representative elevations and/or topographic contours at intervals of two feet, or other as acceptable to the Municipal Engineer.
 - (7) Other features, including FEMA floodplain and floodway boundaries, sinkholes, etc., located within the immediate proximity of each BMP and conveyance.
 - (8) Locations of areas of vegetation to be managed or preserved that function as a BMP or conveyance.
 - (9) The locations of all surface and subsurface utilities, on-lot wastewater facilities, sanitary sewers, and waterlines within 20 feet of each BMP or conveyance.
 - (10) The following as it pertains to any easements, covenants and deed restrictions established for each applicable BMP or conveyance:
 - (a) Boundaries delineated with bearings and distances shown that encompass the BMP or conveyance and that includes a twenty-foot perimeter area surrounding these features and sufficient vehicular ingress to and egress from a public right-of-way and roadway;
 - (b) Labels specifying the type and purpose of the easement, covenant, or deed restriction and whom it benefits; and
 - (c) Labels with reference to any corresponding easement agreement, covenant, deed restriction or other document to be recorded.
 - (11) The plan sheet or map shall be prepared at sufficient scale for municipal review, and ultimately for the use by the person responsible for operation and maintenance, and shall also be prepared at a legible scale that meets the requirements for recordation along with (and as an attachment to) the O&M agreement and O&M plan at the Chester County Office of the Recorder of Deeds.
- B. The following information shall be included in the O&M plan and written in a manner consistent with the knowledge and understanding of the person who will be responsible for the maintenance activities:
- (1) The name and address of the following:
 - (a) Property(ies) on which each BMP or conveyance is located;
 - (b) Owner of the property;
 - (c) Owner of each stormwater BMP or conveyance who is responsible for implementation of the O&M plan;
 - (d) Person responsible for maintaining adequate liability insurance and payment of taxes; and
 - (e) Person preparing the O&M plan.
 - (2) A description of each BMP and conveyance and how the BMPs and conveyances are intended to function.

- (3) A description of actions necessary to operate, inspect, and maintain each BMP or conveyance, including but not limited to:
 - (a) Lawn care, vegetation maintenance, landscaping and planting;
 - (b) Cleanout of accumulated debris and sediment (including from grates, trash racks, inlets, etc.); and
 - (c) Other anticipated periodic maintenance and repair.
- (4) The following statement shall be included:

"The landowner acknowledges that, per the provisions of the East Goshen Township Stormwater Management Ordinance, it is unlawful to modify, remove, fill, landscape, alter or impair the effectiveness of, or place any structure, other vegetation, yard waste, brush cuttings, or other waste or debris into any permanent stormwater management BMP or conveyance described in this O&M plan or to allow the BMP or conveyance to exist in a condition which does not conform to this O&M plan, without written approval from the Township."

- (5) Inspection and maintenance schedules.
- (6) Explanation of the purpose and limitations of any easements, covenants, or deed restrictions associated with any BMP or conveyance that are to be recorded against the property.
- C. A statement that no BMP or man-made conveyance may be used by the owner or others for any purpose other than its intended stormwater control function, or if approved by the Municipal Engineer, a statement of specific allowable uses of the BMP (i.e., recreational benefits that maybe associated with certain BMPs owned by a homeowners' association, or allowable uses by an individual residential landowner).
- D. A statement that establishes a reasonable time frame for remedy of deficiencies found by the owner during its inspections.
- E. Language needed to fulfill the requirements of § 195-40B, C and D of this chapter.

§ 195-398 Operation and maintenance agreements.

- A. An O&M agreement shall be required for any BMP or man-made conveyance to be owned by a person other than the municipality, and the agreement shall:
 - (1) Be between the owner of the BMP or conveyance and the municipality and shall be substantially the same as the O&M agreement in Appendix E;
 - (2) Incorporate the approved O&M plan(s) for all BMPs or conveyances to be covered by the O&M agreement;
 - (3) Set forth the rights, duties and obligations of the owner of the BMP or conveyance and the municipality and be consistent with the approved O&M plan(s);
 - (4) Be recorded as a deed restriction or restrictive covenant that runs with the land and shall be binding upon the landowner, its heirs, administrators, successors in interest, and assigns;
 - (5) Be submitted to the municipality for review prior to approval of the SWM site plan;
 - (6) Upon approval by the municipality, be signed by the designated owner of the BMP or conveyance and submitted for signature by the municipality; and
 - (7) When fully executed, be recorded by the landowner at the Chester County Office of the Recorder of Deeds following municipal approval of the O&M plan and prior to the start of construction.

- B. Other items or conditions may be required by the municipality to be included in the O&M agreement where determined necessary by the municipality to guarantee the satisfactory operation and maintenance of all permanent BMPs and conveyances.
- C. After approval of the final as-built plans per the requirements of Article V, the applicant shall review and, if necessary and if required by the municipality, revise and rerecord the O&M plan and O&M agreement to reflect the final as-built conditions of each BMP and conveyance if different from the information included in the original recorded documents.

§ 195-~~4039~~ **Easements and deed restrictions.**

- A. Easements shall be established in connection with any regulated activity for all permanent BMPs and conveyances that will not be dedicated to or otherwise owned by the municipality (including any to be located on any property other than the property being developed by the applicant) and shall:
 - (1) Include all land area occupied by each BMP or conveyance;
 - (2) Include a twenty-foot-wide perimeter (or other width as determined in consultation with the Municipal Engineer) surrounding the feature(s);
 - (3) Provide sufficient vehicular ingress and egress from a public right-of-way and roadway;
 - (4) Permanently protect every BMP and conveyance from disturbance or alteration where not otherwise protected by a recorded O&M agreement, covenant, deed restriction or other means;
 - (5) Grant the municipality the right, but not the duty, to access every BMP and conveyance from a public right-of-way or public roadway to conduct periodic inspections and to undertake other actions that may be necessary to enforce the requirements of this chapter or of any applicable O&M plan or O&M agreement; where roadways will not be dedicated to the municipality, the municipality shall be granted access to the private roadways as necessary to access every BMP and conveyance;
 - (6) Grant the owner of each BMP and conveyance the right to access, inspect, operate, maintain, and repair the BMP or conveyance when the feature is to be owned, operated and maintained by a person other than the municipality and other than the owner of the parcel on which it is located;
 - (7) Be shown, with bearings and distances noted, on the SWM site plan map/plan sheets, O&M plan map/plan sheets, final as-built plans, and be signed and sealed by a qualified licensed professional;
 - (8) Include language legally sufficient to ensure that the easement shall run with the land and bind the landowner granting the easement, its heirs, administrators, successors in interest and assigns, into perpetuity; and
 - (9) Be recorded at the Chester County Office of the Recorder of Deeds following municipal approval and prior to the start of construction.
- B. For any BMP or conveyance which is designed to receive runoff from another parcel or parcels and which is owned by the landowner of the parcel upon which the BMP or conveyance is located, in addition to any easement or easement agreement required pursuant to Subsection A, an easement agreement shall be prepared and executed between the landowner of the parcel or parcels draining to the BMP or conveyance and the owner of the BMP or conveyance. This easement agreement shall:
 - (1) Describe the ownership interests of all parties to the easement agreement, including the ownership of all affected parcels and of the BMP or conveyance;
 - (2) Provide for the grant of a drainage easement from the owner of the BMP or conveyance to the landowner of the parcel(s) draining to the BMP, which shall extend from the shared parcel boundary(ies) to the receiving BMP and shall include the connecting flow path(s) or conveyance;
 - (3) Include a written legal (metes and bounds) description of the easement area, with reference to a

recorded plan sheet showing the legal boundaries of the easement area (or an accompanying plan sheet/map), signed and sealed by a licensed professional.

- (4) Incorporate by reference or be recorded with the corresponding O&M plan and O&M agreement;
 - (5) State that the purpose of the easement agreement is to ensure the continuous right of the discharging parcel to discharge onto the parcel containing the BMP and into the BMP or conveyance;
 - (6) Restrict the BMP or conveyance owner's use of the easement area of the parcel upon which the BMP or conveyance is located, consistent with the purpose of the easement granted;
 - (7) Establish the duty and responsibility of the landowner of the parcel or parcels draining to the BMP or conveyance to maintain the existing drainages on the discharging parcel or parcels as designed and constructed to discharge to the receiving BMP;
 - (8) Include language legally sufficient to ensure that the easement will run with the land and will bind all parties to the easement agreement, their heirs, administrators, successors in interest and assigns, into perpetuity;
 - (9) Be submitted to the municipality for review and approval prior to approval of the SWM site plan;
 - (10) Contain all additional provisions or information as the municipality may require upon review; and
 - (11) Be executed by the parties to the easement agreement and recorded at the Chester County Recorder of Deeds Office against the draining parcel(s) and the parcel upon which the BMP or conveyance is located within five days of the municipality's approval of the corresponding O&M plan.
- C. For any area(s) shown on the SWM site plan maps/plan sheets or as-built plan sheets as requiring, or area(s) that is otherwise determined to require, deed restriction(s) for the purpose of protecting and prohibiting disturbance to a BMP or conveyance, such deed restrictions will be incorporated into a written deed, restrictive covenant, or equivalent document. The deed or other document shall:
- (1) Include a clear and understandable description of the purpose, terms and conditions of the restricted use;
 - (2) Include the written legal description (metes and bounds description) of the area to which the restrictions apply that is consistent with the boundary shown on the O&M plan sheets and SWM site plan maps/plan sheets;
 - (3) Make reference to any corresponding O&M plan(s) and O&M agreement(s);
 - (4) Include language legally sufficient to ensure that the terms of the restriction run with the land and shall be binding upon the landowner, its heirs, administrators, successors in interest, and assigns;
 - (5) Be submitted to the municipality for review and approval prior to approval of the SWM site plan;
 - (6) Upon approval by the municipality, be signed by the landowner and owner of the BMP or conveyance and submitted to the municipality; and
 - (7) Be fully executed and recorded at the Chester County Office of the Recorder of Deeds within five days of the municipality's approval of the O&M plan.

§ 195-410 Other postconstruction responsibilities.

- A. The provisions of § 195-44 of this chapter shall apply to any permanent BMP or conveyance that is constructed as part of an approved SWM site plan or covered by an approved O&M plan.
- B. The person responsible for the operation and maintenance of a BMP or conveyance shall make records of the installation and of all maintenance and repairs and shall retain the records for at least two years. A copy of such records shall be submitted to the municipality.

- C. Upon final inspection, the municipality shall inform the person responsible for the operation and maintenance whether the submission of periodic (annual or other frequency) inspection and maintenance reports will be required.
- D. The owner of each BMP and conveyance shall keep on file with the municipality the name, address, and telephone number of the person responsible for maintenance activities and implementation of the O&M plan. In the event of a change, new information shall be submitted by the BMP or conveyance owner to the municipality within 10 days of the change.

§ 195-42 Municipal Stormwater Control and BMP Operation and Maintenance Fund and Inspection and BMP Operations and Maintenance Requirements

- A. The municipality shall inspect SWM BMPs, facilities and/or structures installed under this Ordinance according to the following frequencies, at a minimum, to ensure the BMPs, facilities and /or structures continue to function as intended. Persons installing stormwater controls or BMPs shall be required to pay a specified amount to the Municipal Stormwater Control and BMP Operation and Maintenance Fund to help cover the costs of periodic inspections and maintenance expenses. This is to be paid in a manner specified by the Municipality. The amount of the deposit shall be determined as follows:
 - 1. If the BMP or Conveyance is to be privately owned and maintained, the deposit shall cover the cost of periodic inspections performed by the Municipality, as estimated by the Municipal Engineer, for a period of **ten (10)** years, at the following minimum frequencies:
 - 1) Once every five (5) years or immediately after the cessation of a 25-year or greater storm, as determined by the Municipal Engineer.
 - 2) The Municipal Engineer may request that the landowners or landowner's designee submit an inspection report after the cessation of a 10-year or greater storm event if there is reason to believe that a BMP has sustained damage that impacts its ability to function as designed and if the BMP's failure would result in damage to downgradient properties.
 - 2. If the BMP or Conveyance is to be owned and maintained by the Municipality, the deposit shall cover the estimated costs for maintenance and inspections for **twenty-five (25)** years. The Municipality will establish the estimated costs utilizing information submitted by the Applicant. Inspections shall be conducted at the minimum frequencies listed in above referenced section.
 - 3. The above referenced inspections shall be conducted during or immediately following precipitation events or in dry weather conditions if the BMP design parameters include dewatering within a specified period of time. A written inspection report shall be created to document each inspection. The inspection report shall contain the date and time of the inspection, the individual(s) who completed the inspection, the location of the BMP, Stormwater Management Facility or structure inspected, observations on performance, and recommendations for improving performance, if applicable.
 - 4. The amount of the deposit to the fund shall be converted to present worth of the annual series values. The Municipality shall determine the present worth equivalents, which shall be subject to the approval of the Governing Body.
- B. If a BMP or Conveyance is proposed that also serves as a recreational facility (e.g., ball field or lake), the Municipality may reduce or waive the amount of the maintenance fund deposit based upon the value of the land for public recreational purpose.
- C. If at some future time, a BMP or Conveyance (whether publicly or privately owned) is eliminated due to the installation of storm sewers or other storage facility, the unused portion of the maintenance fund deposit will be applied to the cost of abandoning or demolishing the facility and connecting to the storm sewer system or other facility. Any amount of the deposit remaining after the costs of

abandonment or demolition will be used for inspection, maintenance, and operation of the receiving stormwater management system.

D. If a BMP or Conveyance is accepted by the Municipality for dedication, the Municipality may require persons installing the BMP or Conveyance to pay a specified amount to the Municipal Stormwater Control and BMP Operation and Maintenance Fund to help cover the costs of operations and maintenance activities. The amount may be determined as follows:

1. The amount shall cover the estimated costs for operations and maintenance for **ten (10)** years, as determined by the Municipality, and

2. The amount shall then be converted to present worth of the annual series values.

E. The Municipality may require Applicants to pay a fee to the Municipal Stormwater Control and BMP Operation and Maintenance Fund to cover:

1. Inspections

2. Long-term maintenance of BMP(s) or Conveyance(s), and

3. Stormwater-related problems which may arise from the land development and Earth Disturbance.

Article VIII Prohibitions

§ 195-434 **Prohibited discharges applicable to all Township properties.**

A. Any drain or conveyance, whether on the surface or subsurface, that allows any nonstormwater discharge including sewage, process wastewater, and wash water to enter the municipality's separate storm sewer system, Riparian Buffers, wetlands, or other the wWaters of the commonwealth is prohibited.

B. No person shall allow, or cause to allow, discharges into the municipality's separate storm sewer system or the waters of the commonwealth that are not composed entirely of stormwater, except:

(1) As provided in Subsection C below; and

(2) Discharges allowed under a state or federal permit.

C. The following discharges are authorized unless they are determined by the municipality to be significant contributors to pollution to the municipality's separate storm sewer system or to the waters of the commonwealth:

(1) Discharges from firefighting activities;

(2) Potable water sources, including waterline and fire hydrant flushings, if such discharges do not contain detectable concentrations of Total Residual Chlorine (TRC);

(3) Non-contaminated irrigation drainage water;

(4) A Non-contaminated HVAC condensation and water from geothermal sstemsir-conditioning condensate;

(5) Springs;

- (6) Water from crawl space pumps;
- (7) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spill material has been removed) and where detergents are not used;
- (8) Diverted stream flows;
- (9) Flows from riparian habitats and wetlands;
- (10) Uncontaminated water from foundations or from footing drains;
- (11) Lawn watering;

~~(12) Dechlorinated swimming pool discharges;~~

- ~~(123) Uncontaminated groundwater;~~

- ~~(134) Residual (i.e., not commercial) vehicle wash water where cleaning agents are not utilized ~~Water from individual residential car washing;~~ and~~

- ~~(145) Routine external building washdown (which does not use detergents or other compounds); and~~

~~(15) Non-contaminated hydrostatic test water discharges, if such discharges do not contain detectable concentrations of TRC.~~

- D. In the event that the municipality determines that any of the discharges identified in Subsection C significantly contribute pollutants to the municipality's separate storm sewer system or to the waters of the commonwealth, or is notified of such significant contribution of pollution by PADEP, the municipality will notify the responsible person to cease the discharge.
- E. Upon notice provided by the municipality under Subsection D, the discharger shall, within a reasonable time period, as determined by the municipality consistent with the degree of pollution caused by the discharge, cease the discharge.
- F. Nothing in this section shall affect a discharger's responsibilities under state law.

§ 195-442 **Prohibited connections applicable to all Township properties.**

The following connections are prohibited, except as provided in § 195-41C above:

- A. Any drain or conveyance, whether on the surface or subsurface, that allows any nonstormwater discharge, including sewage, process wastewater, and wash water, to enter a separate storm sewer system, and any connections to the separate storm sewer system from indoor drains and sinks. Any drain or Conveyance that delivers non-stormwater discharges directly into wetlands, Riparian Buffer, or other Waters of the Commonwealth is prohibited.
- B. Any drain or conveyance connected from a commercial or industrial land use to a separate storm sewer system, which has not been documented in plans, maps, or equivalent records and approved by the municipality.

§ 195-436 **Roof drain and sump pump provisions applicable to all Township properties.**

- A. Roof drains and sump pump discharges shall not be connected to sanitary sewers.
- B. Roof drain, sump pump, foundation and footing drain discharges:
 - (1) To the maximum extent practicable, shall discharge to infiltration or vegetative BMPs or to vegetated or other areas with adequate capacity;
 - (2) May be connected to streets, storm sewers, or roadside ditches only if determined necessary or

acceptable by the Municipal Engineer; and

- (3) Shall be considered in stormwater management calculations to demonstrate that conveyance and receiving facilities have adequate capacity.

§ 195-474 **Alteration of BMPs.**

- A. No person shall modify, remove, fill, landscape, alter, or impair the effectiveness of any stormwater BMPs, conveyances, Stormwater Management fFacilities, areas or structures, unless the activity is part of an approved maintenance program, without the written approval of the municipality.
- B. No person shall place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or conveyance, or within a stormwater easement, that would limit or alter the functioning of the stormwater BMP or conveyance, without the written approval of the municipality.

Article IX

Enforcement; Violations and Penalties

§ 195-485 **Public nuisance.**

- A. Any regulated activity conducted in the violation of any provision of this chapter is hereby deemed a public nuisance.
- B. Each day that a violation continues shall constitute a separate violation.
- C. A separate violation will be found to exist for each section of this chapter found to have been violated.
- D. To the extent that the municipality does not enforce any provision of this chapter, such action or inaction shall not constitute a waiver by the municipality of its rights of future enforcement hereunder.

§ 195-496 **Right of entry.**

- A. Upon presentation of proper credentials, duly authorized officers or agents of the municipality may enter at reasonable times upon any property within the municipality to inspect the implementation, condition, or operation and maintenance of all erosion and sediment controls and permanent stormwater BMPs, conveyances, or other sStormwater Management fFacilities both during and after completion of a regulated activity or for compliance with any requirement of this chapter.
- B. Persons working on behalf of the municipality shall have the right to temporarily locate on or in any BMP, conveyance or other sStormwater Management fFacility in the municipality such devices as are necessary to conduct monitoring and/or sampling of the discharges from such BMP or conveyance or other stormwater facilities.
- C. Failure of the landowner or representative to grant access to the municipality within 24 hours of notification, verbal or written, is a violation of this chapter.

§ 195-5047 **Enforcement.**

- A. The Township Manager or other designee is hereby authorized and directed to enforce all of the provisions of this chapter. The Township Manager may delegate enforcement duties, including the initial determination of ordinance violation and service of notice, if notice is given, to such other officers or agents as the Township Manager shall deem qualified for that purpose.
- B. It shall be the responsibility of the landowner of the real property on which any regulated activity is proposed to occur, is occurring, or has occurred to comply with the applicable terms and conditions of this chapter.
- C. All municipal inspections for compliance with the approved SWM site plan shall be the responsibility of the municipality or its designee.

- D. During any stage of the work of any regulated activity, if the Municipal Engineer or other designee determines that the erosion and sediment control measures, permanent BMPs, conveyances or other stormwater facilities are not being installed or maintained in accordance with the approved SWM site plan, the municipality may suspend or revoke any existing permits or other approvals until the deficiencies are corrected or until a revised SWM site plan is submitted and approved, if and as determined to be necessary by the Municipal Engineer or other designee.
- E. In the event that the Township Manager or other designee finds that a person has violated a provision of this chapter, or fails to conform to the requirements of any permit or approval issued by the municipality, or any O&M plan or O&M agreement approved by the municipality, the municipality may order compliance by written notice of the violation to the landowner.
- F. Such notice may, without limitation, require the following remedies:
 - (1) Performance of monitoring, analyses, and reporting;
 - (2) Elimination of prohibited connections or discharges;
 - (3) Cessation of any violating discharges, practices, or operations;
 - (4) Abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
 - (5) Payment of a fine to cover administrative and remediation costs and/or forfeiture of financial security;
 - (6) Implementation of stormwater controls, BMPs, and conveyances; and
 - (7) Operation, maintenance or repair of BMPs, conveyances or other stormwater facilities.
- G. Such notice shall set forth the nature of the violation(s), citing to specific sections of this chapter which have not been met, and establish a time limit for commencement of correction and completion of correction of the violation(s). The notice shall provide for a right of the landowner's appeal to the Stormwater Management Appeals Board in accordance with § 195-50 of this chapter. Said notice shall further advise that, if applicable, should the violator fail to take the required action within the established deadline, possible sanctions, clearly described, may be imposed, or the work may be done by the municipality or designee, and the expense thereof shall be charged to the violator.
- H. Failure to comply within the time specified in such notice shall also subject such person to the penalty provisions of this chapter. All such penalties shall be deemed cumulative and shall not prevent the municipality from pursuing any and all other remedies available in law or equity.

§ 195-5148 Suspension and revocation of permits and approvals.

- A. Any building, land development, or other permit or approval issued by the municipality may be suspended or revoked by the municipality for:
 - (1) Noncompliance with or failure to implement any provision of the permit or approved SWM site plan or O&M agreement;
 - (2) A violation of any provision of this chapter or any other law or regulation applicable to the regulated activity;
 - (3) The creation of any condition or the commission of any act during the regulated activity that constitutes or creates a hazard or nuisance or endangers the life, health, safety, or property of others; or
 - (4) Failure to correct a violation within the allowed time period allowed per notice given by the municipality.

- B. Prior to revocation or suspension of a permit, unless there is immediate danger or threat of such danger to life, public health or property, at the request of the applicant, the Stormwater Management Appeals Board shall schedule a hearing on the violation and proposed revocation or suspension, pursuant to public notice. The expense of a hearing shall be the applicant's responsibility.
- C. A suspended permit or approval may be reinstated by the municipality when:
 - (1) The Municipal Engineer or other designee has inspected and approved the corrections to the BMPs, conveyances or other [Stormwater Management](#) facilities or the elimination of the hazard or nuisance; and
 - (2) The municipality is satisfied that the violation has been corrected.
- D. A permit or approval that has been revoked by the municipality cannot be reinstated. The applicant may apply for a new permit or approval in accordance with this chapter.

§ 195-~~524~~⁹ **Violations and penalties.**

- A. Any person who violates or permits the violation of any provision of this chapter shall, upon conviction thereof in a summary proceeding brought before a District Justice under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense, punishable by a fine of not less than \$100 and not more than \$1,000, plus costs and attorney's fees, and, upon default of the payment of the fine and costs, imprisonment not to exceed 30 days. Each day or portion thereof that a violation continues shall be deemed a separate offense.
- B. In addition, the municipality may institute injunctive, mandamus, or any other appropriate action or proceeding at law or in equity for the enforcement of this chapter. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, mandamus, or other legal or equitable forms of remedy or relief. Such relief may include costs, fees, and charges, including the municipality's attorney's fees (charged at the hourly rate approved by the governing body of the municipality) and costs, as may be permitted by law.
- C. Notwithstanding any other provision of this chapter, the municipality shall have the right at any or all times deemed necessary by the Municipal Engineer or designee to enter upon any property within the municipality to inspect and, upon determination of a violation of this chapter, to correct the violation, with all expenses associated with correcting the violation to be charged to the property owner responsible for the violation.

§ 195-~~530~~⁹ **Appeals.**

- A. Any person aggrieved by any action of the Municipal Engineer or other designee relative to the provisions of this chapter may appeal to the Stormwater Management Appeals Board within 30 days of that action.
- B. The Stormwater Management Appeals Board shall consist of three residents of the Township appointed by the Board of Supervisors. The Stormwater Management Appeals Board shall follow the policies, practices and procedures utilized by the East Goshen Township Zoning Hearing Board as set forth in the East Goshen Township Zoning Ordinance.
- C. Any person aggrieved by any decision of the Stormwater Management Appeals Board relative to the provisions of this chapter may appeal to the Chester County Court of Common Pleas within 30 days of the municipality's decision.

Attachments:

195a Appendix A – Simplified Approach to Stormwater Management for Small Projects

195b Appendix B – Conservation Design and Low Impact Development Site Design

195c Appendix C – Runoff Coefficients and Curve Numbers

195d Appendix D -- West Nile Virus Guidance

195e Appendix E -- Stormwater BMP and Conveyances Operation and Maintenance Sample Agreement

195f Appendix F - Chester County Stormwater Management Plan Release Rate Map

ORDINANCE APPENDIX A

SIMPLIFIED APPROACH TO STORMWATER MANAGEMENT FOR SMALL PROJECTS

**Appendix A.1 –
Applicability, Submittal and Approval Requirements**

**Appendix A.2 –
*“Simplified Approach to Stormwater Management for Small
Projects – Handbook”***

Appendix A.1

Applicability, Submittal and Approval Requirements

East Goshen Township
Chester County, Pennsylvania

Applicability:

- Small projects with more than 999 square feet or less than 2,000 square feet of Regulated Impervious Surfaces (as defined in the Municipality's Stormwater Management Ordinance) and with less than 5,000 square feet of proposed Earth Disturbance (as defined in the Municipality's Ordinance) may apply the "Simplified Approach to Stormwater Management for Small Projects" (Simplified Approach).
- Only projects that meet the above size thresholds as specified in the Municipality's Stormwater Management Ordinance may use this Simplified Approach and are then not required to submit a fully engineered Stormwater Management Site Plan to the Municipality. However, these projects are still required to address water quality and infiltration requirements as outlined in the Simplified Approach "Handbook". This Handbook is intended to aid applicants in addressing these requirements through the installation of a properly sized underground infiltration trench.
- Any project with more than 2,000 square feet of Regulated Impervious Surface or more than 5,000 square feet of proposed Earth Disturbance can NOT apply this Simplified Approach.
- The Applicant should first review the planned project with the Municipal Engineer prior to initiating the Simplified Approach to confirm the following:
 - That the proposed project is not otherwise exempt from the stormwater management control and the engineered Stormwater Management Site Plan requirements of the Municipality's Stormwater Management Ordinance;
 - That the proposed project is eligible to use this Simplified Approach;
 - Which components of the proposed project must be included in the calculation of "impervious surfaces (areas)"; and
 - Whether any local conditions are known to the Municipal Engineer that would preclude the use of any of the techniques included in this Simplified Approach.

Submittal and Approval Requirements:

Use of the Simplified Approach requires:

- The applicant to submit the following to the Municipality for review and approval prior to beginning construction per the Simplified Approach Handbook:
 - Simplified Approach – Stormwater Management Application
 - Simplified Approach – Stormwater Management Checklist
 - Simplified Approach Stormwater Management Site Plan (i.e., sketch plan)
 - A completed, signed, and notarized "Simplified Operation, Maintenance and Inspection Plan and Agreement".
- The applicant is to record the "Simplified Approach – Stormwater Best Management Practices Operation, Maintenance and Inspection Plan and Agreement" at the Chester County Office of the Recorder of Deeds after signature by the Municipality.
- A final inspection conducted by the Municipality after completion of construction.

Appendix A.2
Simplified Approach to Stormwater Management
for Small Projects - Handbook

Simplified Approach to Stormwater Management for Small Projects

Handbook

Prepared by:
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for:
East Goshen Township
as part of the
County-wide Act 167 Stormwater Management Plan for Chester County, PA

Revised Date: ***[MUNICIPALITY to insert date]***

All revisions made by Pennoni were completed without consultation with CEG and were completed at the sole discretion of Pennoni.

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1.0 Introduction

Pennsylvania's Storm Water Management Act (PA Act 167) was enacted in 1978 in response to the impacts of the accelerated stormwater runoff resulting from land development in the state. PA Act 167 requires counties to prepare and adopt watershed-based stormwater management plans. Municipalities are also required to adopt and implement ordinances to regulate development consistent with these plans. The purpose of these regulations is to protect public health, safety and general welfare, property values, and water quality and quantity by implementing drainage and Stormwater Management practices, criteria, and provisions for land development, construction, and Earth Disturbance Activities.

PA Act 167 gave Pennsylvania Municipalities the power to regulate activities affecting flooding, streambank erosion, stormwater runoff, and surface and groundwater quality and quantity. The Municipality's Stormwater Management Ordinance was prepared to comply with the provisions included in PA Act 167. This Ordinance also includes provisions allowing this Simplified Approach to Stormwater Management to be used for small projects.

This Handbook has been developed to allow homeowners or applicants for small projects to comply with stormwater management requirements of the Stormwater Management Ordinance of the Municipality, including sizing, designing, locating, and installing on-lot measures, referred to herein as "Best Management Practices" (BMPs). Only projects that meet the size thresholds specified in the Municipality's Stormwater Management Ordinance may use this Simplified Approach and are then not required to submit a formal fully engineered Stormwater Management Site plan to the Municipality. However, these projects are still required to address certain requirements, such as stormwater quality, infiltration, rate, and volume management goals as outlined in this Simplified Approach Handbook. This Handbook is intended to aid applicants in addressing these requirements through the installation of a properly sized underground infiltration trench.

The purpose of requiring effective stormwater management from small projects is to help reduce stormwater runoff in the community, to maintain groundwater recharge, to prevent degradation of surface and groundwater quality, and to otherwise protect water resources and for public safety.

2.0 Project Eligibility for the Simplified Approach

To be eligible for the Simplified Approach, projects must meet the threshold, roof area, and BMP type requirements described below. It is recommended that prior to submission of an application utilizing the Simplified Approach, a meeting should be scheduled with the Municipal Engineer to confirm eligibility and review the application process. It shall be noted that the plan approval shall not be considered at this meeting.

Threshold

Small projects with 1,000 to 2,000 square feet of Regulated Impervious Surface (as defined in the Municipality's Stormwater Management Ordinance) and/or less than 5,000 square feet of

proposed Earth Disturbance (as defined in the Municipality's Stormwater Management Ordinance) may apply the Simplified Approach. Regulated Impervious Surface includes Proposed Impervious Surface as part of a current proposed project and all existing Impervious Surfaces installed after October 22, 2003.

Only projects that meet the above size thresholds as specified may use this Simplified Approach and are then not required to submit a formal Stormwater Management Site Plan to the Municipality. However, these projects are still required to address water quality and infiltration requirements as outlined in this Appendix A.

Any project with more than 2,000 square feet of Regulated Impervious Surface or more than 5,000 square feet of proposed Earth Disturbance **cannot** apply this Simplified Approach.

Starting in 2014, projects and Impervious Surfaces are measured cumulatively. If an applicant completes a project this year that qualifies for the Simplified Approach, but then proposes to complete a second project next year, and the total Impervious Surface for the two projects exceeds the applicable threshold for the Simplified Approach, a fully engineered Stormwater Management Plan for the entirety of the two projects will be required.

Roof Area

For a project to be considered for utilizing the Simplified Approach, sufficient roof area must be available, either existing or proposed, so that the roof area being conveyed to the stormwater BMP (underground infiltration trench) is of equivalent or greater area than the Regulated Impervious Surface proposed, including existing Impervious Surface(s) installed after January 1, 2014. Impervious Surface is defined in Section 195-14. Plans proposing capturing and conveyance of overland flow will not be considered. Sizing of the bed shall be in accordance with Sheet 3C of the Simplified Approach Stormwater Management Plan Packet (Section 5.0 below) and shall be based upon the actual roof area being conveyed to the bed, not the Regulated Impervious Surface.

BMP Type

The only stormwater BMP allowable under the Simplified Approach is the stormwater underground infiltration trench referenced in the Simplified Approach Stormwater Management Plan Application Packet. Refer to Section 5.0 below for the application packet and Section 6.0 for Example Simplified Approach Stormwater Management Site Plans. BMPs other than specifically referenced above shall require engineered plans prepared in accordance with the provisions of the stormwater ordinance.

3.0 Simplified Approach Design Procedure

All Regulated Impervious Surfaces, which include Proposed Impervious Surfaces and existing Impervious Surfaces constructed after January 1, 2014 (as defined by Section 195-14) must be included in the determination of the amount of Proposed Impervious Surfaces and the size of proposed underground infiltration trench needed to control stormwater. Proposed Impervious Surfaces on an individual residential lot may include, but are not limited to: roof area, pavement, sidewalks, driveways, patios, porches, parking areas or decks. Refer to the definitions provided

in Article II of the Ordinance and contact the Municipal Engineer to confirm what features of the proposed project must be included in the calculation of Regulated Impervious Surface area.

Sufficient roof area shall be available and diverted via downspout(s) to the proposed infiltration trench(es). The downspouts shall have appropriate measures to prevent clogging by unwanted debris (for example, silt, leaves and vegetation). Such measures shall include but are not limited to leaf traps, gutter guards, and cleanouts. Alternative designs, or alternative stormwater structures, shall be reviewed by the Municipal Engineer and shall be subject to the full Municipal Stormwater Ordinance.

Below are the steps that must be undertaken to meet the Ordinance requirements. The size and description of the proposed construction as well as important aspects related to the design of the BMP(s) must be documented in the Simplified Approach - Stormwater Management Worksheet. All individuals planning on using the Simplified Approach are encouraged to review the planned project with the Municipal Engineer prior to initiating the Simplified Approach to confirm the following, as the Municipal Engineer will be responsible for determining eligibility to use the Simplified Approach:

- That the proposed project is not otherwise exempt from the stormwater management control and fully engineered Stormwater Management Site Plan requirements of the Municipality's Stormwater Management Ordinance;
- That the proposed project size is within the range eligible to use this Simplified Approach;
- That sufficient roof area is available to manage and is equal to or greater than the Regulated Impervious Surface;
- Which components of the proposed project must be included in the calculation of "Impervious Surfaces"; and
- Whether any local conditions are known to the Municipal Engineer that would preclude the use of any of the techniques included in this Simplified Approach.

STEP 1 – PREPARE THE SIMPLIFIED APPROACH STORMWATER MANAGEMENT SITE PLAN THAT INCLUDES:

1. Name and address of the owner of the property.
2. Name and address of the individual preparing the plan (if different).
3. Date of plan preparation.
4. North arrow.
5. Location of all existing features within 50 feet of the property, including (if present):
 - Buildings;
 - Driveways;
 - Roads;
 - Easements;
 - Septic Systems;
 - Streams;
 - Wetlands;
 - Floodplains; and
 - Existing Stormwater Facilities.

6. Show water supply wells within 50 feet of the proposed facility or add a note that no wells are present within 50 feet of the proposed facility.
7. Location and approximate size of the roof area to be captured and diverted to the proposed BMP.
8. Location and approximate size in square feet of proposed:
 - a. Structures;
 - b. Driveways; and
 - c. Other Impervious Surfaces.
9. Location, orientation, and dimensions of the proposed underground infiltration trench(es). Length, width, and depth must be included on the plan.
10. Distance from the proposed underground infiltration trench(es) to any existing surface water features, such as: streams, lakes, ponds, wetlands, or other natural waterbodies (must be greater than 50 feet from surface water features or outside of an existing legally prescribed buffer (i.e., deed, covenants, easement, etc.), whichever is greater).
11. Distance from the proposed underground infiltration trench(es) to any existing septic system, public sewer line, or service lateral (must be greater than 50 feet unless otherwise approved by Municipal Engineer).
12. Distance from the proposed underground infiltration trench(es) to any existing wells or water service lines (must be greater than 50 feet unless otherwise approved by Municipal Engineer).
13. Distance from the proposed underground infiltration trench(es) to nearest property line (must be > 10 feet).
14. Distance from the proposed underground infiltration trench(es) to all buildings and features with subgrade elements (e.g., basements, foundation walls, etc.) must be > 10 feet.
15. Show distance from at least two existing fixed features to the proposed underground infiltration trench(es). Fixed features include, but are not limited to, corners of existing buildings, driveways, septic system cleanout pipes, and mailboxes.
16. PA ONE CALL (8-1-1 OR 1-800-242-1776) Identification Number received by calling the PA One Call system.

STEP 2 – DETERMINE PROPOSED IMPERVIOUS SURFACES:

1. Determine the total area of all Proposed Impervious Surfaces that will need to drain to one or more infiltration trench(es).
2. Determine the total area of Earth Disturbance needed to complete the project and install the infiltration trench(es).
3. Determine locations where the infiltration trench(es) need to be placed so runoff from all the Proposed Impervious Surfaces can be captured.

Example:

Garage Roof (Front)	33 feet by 25 feet	=	825 square feet
Driveway	10 feet by 26 feet	=	260 square feet
-----	-----	---	-----
Total Proposed Impervious Surface		=	1,085 square feet

Total proposed Earth Disturbance area	=	2,500 square feet (estimated)
---------------------------------------	---	-------------------------------

STEP 3 – DETERMINE SIZE OF THE UNDERGROUND INFILTRATION TRENCH:

1. Select the appropriate value of Proposed Impervious Surface in the first column of the table below.
2. Select the width of the trench(es) to be utilized to determine the required length of the trench(es).
3. When appropriate, and when approved by the Municipal Engineer prior to submission, minimum trench length can be achieved through the use of more than one trench.

Note: Trench(es) to be constructed to dimensions indicated below. Modifications of the dimensions are not permitted if utilizing the Simplified Approach. This table is based on an overall trench depth of at least four feet, containing a minimum cover of one foot of soil cover, and three feet of stone with filter fabric, installed in accordance with the diagram included with the Simplified Approach Stormwater Management Plan Application Packet. Infiltration testing is not required when using the Simplified Approach.

Table 1.1 – Underground Infiltration Trench Sizing Table for 1,000-2,000 ft² of Regulated Impervious Surface

Regulated Impervious Surface (square feet)	4-foot wide Trench	5-foot wide Trench	6-foot wide Trench	7-foot wide Trench	8-foot wide Trench
	Length of trench (feet)	Length of trench (feet)	Length of trench (feet)	Length of trench (feet)	Length of trench (feet)
1,000	45.75	36.50	30.50	26.25	23.00
1,001 to 1,050	46.75	37.50	31.25	26.75	23.50
1,051 to 1,100	48.00	38.50	32.00	27.50	24.00
1,101 to 1,150	49.25	39.25	32.75	28.25	24.75
1,151 to 1,200	50.25	40.25	33.50	28.75	25.25
1,201 to 1,250	54.75	44.00	36.50	31.50	27.50
1,251 to 1,300	59.50	47.50	39.75	34.00	29.75
1,301 to 1,350	61.75	49.25	41.25	35.25	31.00
1,351 to 1,400	64.00	51.25	42.75	36.50	32.00
1,401 to 1,450	66.25	53.00	44.25	38.00	33.25
1,451 to 1,500	68.50	54.75	45.75	39.25	34.25
1,501 to 1,550	70.75	56.75	47.25	40.50	35.50
1,551 to 1,600	73.00	58.50	48.75	41.75	36.50
1,601 to 1,650	75.25	60.25	50.25	43.00	37.75
1,651 to 1,700	77.75	62.25	51.75	44.50	39.00
1,701 to 1,750	80.00	64.00	53.25	45.75	40.00
1,751 to 1,800	82.25	65.75	54.75	47.00	41.25
1,801 to 1,850	84.50	67.50	56.25	48.25	42.25
1,851 to 1,900	86.75	69.50	58.00	49.75	43.50
1,901 to 1,950	89.00	71.25	59.50	51.00	44.50

Table 1.1 – Underground Infiltration Trench Sizing Table for 1,000-2,000 ft² of Regulated Impervious Surface

Regulated Impervious Surface (square feet)	4-foot wide Trench	5-foot wide Trench	6-foot wide Trench	7-foot wide Trench	8-foot wide Trench
	Length of trench (feet)	Length of trench (feet)	Length of trench (feet)	Length of trench (feet)	Length of trench (feet)
1,951 to 1,999	91.25	73.00	61.00	52.75	45.75

STEP 4 – SUBMISSION TO MUNICIPALITY:

1. Prepare the Simplified Approach Stormwater Management Site Plan, which consists of 4 sheets:
 - a. **Simplified Site Plan (1 of 4)**
 - b. **Infiltration Trench Detail (2 of 4)**
 - c. **Infiltration Trench Notes (3C of 4)**
 - d. **Infiltration Trench Operation & Maintenance Notes (4 of 4)**
2. Complete the **Simplified Approach – Stormwater Management Worksheet**.
3. Complete the **Simplified Approach – Stormwater Management Checklist** to ensure all required information is completed.
4. Submit the completed forms and plan to the Municipality for review and approval prior to beginning construction.
5. After the Municipality has approved the submission, a signed Operation and Maintenance Agreement will be provided to the applicant.
6. Record the Agreement at the County's Office of Recorder of Deeds.
7. Construction can begin only after the Municipality has issued its approval of the proposed project to the applicant and the Agreement has been recorded.
8. Notify the Municipality 5 business days prior to the start of any construction and schedule any needed inspections.
9. If the applicant is using a contractor to construct the project, the approved application including the worksheet and plan must be shared with the contractor to ensure the underground infiltration trench(es) are properly installed.

Note: Property owners building underground infiltration trenches per the Simplified Approach will need to record an Operation and Maintenance Agreement (O&M Agreement) at the Chester County Recorder of Deeds. The O&M Agreement is prepared by municipal staff (or the municipal staff may require that the applicant or its consulting engineer prepare the O&M Agreement subject to review by the municipal staff or the Municipal Engineer) using the template shown in [Appendix E](#). An O&M Agreement is needed to ensure access, inspection, maintenance, operation, repair, and permanent protection for these stormwater management facilities.

4.0 Frequently Asked Questions

Frequently Asked Questions (FAQs) regarding the Simplified Approach and Stormwater Management are located below.

4.1 What is Stormwater Management?

Stormwater Management is the practice of managing surface water runoff from precipitation events. Stormwater Management is a way to reduce the impacts of decreasing infiltration that results from altering the land from natural conditions. The goal of stormwater management is to reduce the volume of stormwater runoff through practices that capture, infiltrate, detain, or evaporate stormwater. These practices help to improve water quality, restore groundwater recharge, and improve stream habitat. Examples of residential Stormwater Management are rain gardens, rain barrels, porous pavers, drywells, and infiltration trenches.

4.2 Why do I have to do Stormwater Management for my small project?

The new Municipal regulations, derived from Federal and State mandates, require that all property owners be responsible for managing stormwater runoff from Impervious Surfaces. All projects requiring a Zoning or Building Permit will be reviewed by the Municipality for stormwater considerations.

4.3 How does the Municipality determine if a stormwater permit is required?

Projects and Impervious Surfaces are now measured cumulatively. If the project, or combination of projects since October 22, 2003, will result in 1,000 square feet of total Regulated Impervious Surface, including Proposed Impervious Surface(s) and existing Impervious Surface(s) installed after the above referenced date, or disturbs 5,000 square feet, a stormwater permit and fully engineered Stormwater Management Plan will be required. Impervious Surface is defined in Section 195-14.

4.4 Is the square footage of the BMP included in the Earth Disturbance calculation?

Yes. All distributed soils are to be included in the calculation for Earth Disturbance.

4.5 What if I am removing and replacing existing Impervious Surface, such as a driveway or shed?

The net change in the land cover is what will be considered for the permit. The replacement in the exact footprint replacement of an existing one- or two-family dwelling unit or existing Impervious Surface such as patios, driveways, garages, sidewalks or decks that are accessory to an existing one- or two-family dwelling unit in the exact footprint of the existing Impervious Surface are exempt from the requirements of this ordinance listed in Table 195-6.1.

4.6 Are there any other Impervious Surface requirements?

4.7 What is the penalty if I do not apply for or follow the application process or maintenance obligations?

The Municipality has legal enforcement action defined in the Municipality's Code which may include the right to deny occupancy permits and assess fines as needed for enforcement.

4.8 What is the cost of the permit?

Please refer to the East Goshen Township fee schedule.

4.9 Are professional engineering services necessary to meet these requirements?

This Appendix has been developed to assist the landowner in meeting the water quality and groundwater recharge goals of the Stormwater Management Ordinance. If the guidelines are followed, the landowner may not be required to utilize professional engineering services to comply with these water quality and groundwater recharge goals.

4.10 What needs to be submitted to the Municipality?

Even though an engineered Stormwater Management Plan is not required for individual lot owners opting for the Simplified Approach, a brief description of the proposed underground infiltration trench, including types of material to be used, total Impervious Surfaces and volume calculations, and a Simplified Approach Stormwater Management Site Plan shall be submitted to the Municipality prior to construction. The following information shall be submitted to the Municipality: (1) Simplified Approach – Stormwater Management Worksheet; and (2) Simplified Approach Stormwater Management Site Plan, which consists of 4 sheets.

4.11 What is an underground infiltration trench?

An underground infiltration trench is a rock-filled trench with no outlet that receives stormwater runoff. Runoff is stored in the void space between the stones and infiltrates through the bottom and into the soil matrix. Infiltration trenches perform well for removal of fine sediment and associated pollutants. Infiltration testing is recommended to ensure soil is capable of infiltrating stormwater. Underground infiltration trenches shall incorporate or make provisions for the following elements:

- Shall be constructed after all Earth Disturbance associated with the project or site is stabilized to avoid clogging.
- Perforated pipe is to be set level.
- The width is limited to between four feet to eight feet with a fixed stone depth of three feet.
- Trench(es) shall be wrapped in nonwoven geotextile (top, bottom, and sides).
- There shall be a positive overflow that allows stormwater that cannot be stored or infiltrated to be discharged into a nearby vegetated area (clean-out or pop-up emitter).
- It is recommended that there be a two-foot clearance above the regularly occurring seasonal high-water table and have a minimum depth to bedrock of two feet.
- The underground infiltration trench shall be at least 10 feet from buildings, 10 feet from property lines, 50 feet from individual water supply wells, and 100 feet from community or Municipal water supply wells. If no well is present within 50 feet of the underground infiltration trench, a note stating such must be put on the plan.
- The underground infiltration trench shall be at least 50 feet from any septic system absorption area and 50 feet from community or Municipal Sewer lines and laterals, or as otherwise approved by the Municipal Engineer or Municipal Authority Engineer.
- The underground infiltration trench shall not be located near hotspots which are areas where land use or activities generate highly contaminated runoff, with concentrations of pollutants that are higher than those that are typically found in stormwater.

- The underground infiltration trench shall be located a minimum of 10 feet from subsurface structures such as building foundations and basements so that it does not threaten their structural integrity.
- Infiltration areas must be protected from compaction by heavy equipment during and after construction. The ratio of the collected area to the footprint of the facility shall be as small as possible with a ratio of less than 5:1 preferred.
- Where roof drains are designed to discharge to the underground infiltration trench(es), the roof drains shall have appropriate measures to prevent clogging by unwanted debris (for example, silt, leaves and vegetation). Such measures may include but are not limited to leaf traps, gutter guards, or cleanouts.

4.12 How is an underground infiltration trench constructed?

Refer to the standard construction sequence for an underground infiltration trench as required by the Simplified Approach.

1. Contact PA ONE CALL 8-1-1 or 1-800-242-1776.
2. Protect infiltration areas from compaction by heavy equipment during and after construction.
3. Silt sock or silt fence should be installed upslope of the proposed infiltration trench and downslope of all proposed Earth Disturbance and shown on the Plan.
4. Construction of the underground infiltration trench shall only be started after all Earth Disturbance associated with the project or site is stabilized to avoid clogging.
5. Excavate the underground infiltration trench to a minimum depth of four feet. The excavated trench bottom must have uniform, level, uncompacted subgrade free from rocks and debris. Scarify the bottom of the trench, so not to compact the subgrade.
6. Place nonwoven geotextile along all the sides of the trench. Where separate pieces of geotextile meet, they shall overlap by a minimum of 18 inches. Fold back and secure excess geotextile during stone placement.
7. Place clean stone (such as: 2B, three-quarter-inch clean stone, or AASHTO #57) in the trench.
8. Install the continuously perforated pipe and cleanouts within the trench.
9. If a downspout will be connected to the system, install the piping from the downspout to the perforated trench piping. Install appropriate measures to prevent clogging by unwanted debris such as leaf traps, gutter guards, and cleanouts.
10. Backfill with clean stone to establish an overall stone depth of three feet. Fold and secure the nonwoven geotextile over the top of underground infiltration trench with an eighteen-inch overlap.
11. Place a minimum of 12 inches of topsoil over geotextile. Grading shall direct surface runoff toward the center of the trench (The Municipality will consider surface materials on a project-by-project basis).
12. Stabilize the topsoil with seed and straw mulch.

4.13 What are the maintenance requirements for an underground infiltration trench?

Vegetation along the surface of an underground infiltration trench shall be maintained in good condition, and any bare spots shall be revegetated as soon as possible. Vehicles may not be parked or driven on any underground infiltration trench, and care shall be taken to avoid

excessive compaction by mowers. Any debris such as leaves blocking flow from reaching an underground infiltration trench shall be routinely moved.

4.14 What if my roof area is larger than the Regulated Impervious Surface I am proposing?

In order to utilize the Simplified Approach, the applicant must size the proposed infiltration trench for the amount of roof area directed into it, even if it is larger than the amount of Regulated Impervious Surface being proposed. This additional roof area may be “credited” toward future Proposed Impervious Surface. If the applicant were to propose additional Impervious Surface in the future and the total Regulated Impervious Surface is still less than the roof area that the infiltration trench was sized for, additional stormwater management requirements may not be applicable if all other requirements of the Ordinance are met.

5.0 Simplified Approach Stormwater Management Plan Application Packet

The pages below include the following required elements of a Simplified Approach Stormwater Management Plan Application Packet:

- Simplified Approach – Stormwater Management Worksheet
- Simplified Approach – Stormwater Management Checklist
- Simplified Site Plan (1 of 4)
- Infiltration Trench Detail (2 of 4)
- Infiltration Trench Notes (3C of 4)
- Infiltration Trench Operation and Maintenance Notes (4 of 4)
- O&M Agreement Template at the end of this chapter

Simplified Approach – Stormwater Management Worksheet

Name of Property Owner:		Date:
Name of Applicant [If different than owner(s)]:		
Contact Phone #:	Email Address:	
Address of Project:		
Description of Project:		
Distance from Earth Disturbance to nearest surface water feature (stream, pond, wetland, etc.): <div style="text-align: center;"> <input type="checkbox"/> 50 feet or less <input type="checkbox"/> More than 50 feet </div>		
REGULATED IMPERVIOUS SURFACES*		
Description of Proposed Impervious Surface	Dimensions [length X width]	Area (square feet)
Total Proposed Impervious Surface* (square feet): (If this is less than 1,000 feet ² , Stormwater Management is not required; if this is more than 1,999 feet ² , the Simplified Approach may not be used)		
Cumulative Total Impervious Surface Since <i>October 22, 2003</i> (square) feet:		
Total Proposed Earth Disturbance Area (square feet):		
PROPOSED UNDERGROUND INFILTRATION TRENCH SIZING		
Proposed Impervious Area to Trench (square feet)	Proposed Dimensions	
1		
2		
Does the project involve new roof area? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, the downspout must be connected to the proposed Underground Infiltration Trench and must have measures to prevent clogging by unwanted debris. Indicate the measure proposed: <input type="checkbox"/> Leaf trap <input type="checkbox"/> Gutter guards <input type="checkbox"/> Cleanout <input type="checkbox"/> Other: _____		

Signature: _____ Date: _____
 Printed Name: _____

Simplified Approach – Stormwater Management Checklist

Complete the checklist below to verify all required information is shown on the plan:

Yes	No	Not Applicable	Required Information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of the owner of the property.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of individual preparing the plan (if different).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date of plan preparation.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	North arrow.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location of all existing features within 50 feet of the property, including (if present): <ul style="list-style-type: none"> • Buildings; • Driveways; • Roads; • Water Lines/Wells (or a note that no wells are present within 50 feet of the proposed facility); • Septic Systems/Sewer Mains and Laterals; • Streams, Wetlands, and Floodplains • Existing Stormwater Facilities; and • Easements.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location and approximate size in square feet of existing roof area to be captured and diverted to the BMP.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location and approximate size in square feet of proposed: <ul style="list-style-type: none"> • Structures; • Driveways; and
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location, orientation, and dimensions of the proposed Underground Infiltration Trench(es). Length and width must be included on the plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Distance from the proposed Underground Infiltration Trench(es) to any existing surface water features, such as: streams, lakes, ponds, wetlands, or other natural waterbodies. Must be > 50 feet from surface water features or outside of an existing legally described buffer (i.e., deed, covenants, easement, etc.) whichever is greater. Contact the Municipality if this is not possible.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Distance from the proposed Underground Infiltration Trench(es) to any existing septic system, public sewer line, or lateral.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Distance from the proposed Underground Infiltration Trench(es) to any existing wells or waterlines.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Distance from the proposed Underground Infiltration Trench(es) to any existing wells or waterlines.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Show distance from at least two existing fixed features (e.g., house, shed, driveway) to the proposed Underground Infiltration Trench(es).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PA One Call Serial Number (Dial 8-1-1 or 1-800-242-1776) to receive.

NORTH ARROW

DATE



Underground Service Alert
Call: TOLL FREE
1-800-242-1776
THREE WORKING DAYS
BEFORE YOU DIG

PROPERTY OWNER

NAME:
ADDRESS:

PLAN PREPARER

NAME:
ADDRESS:

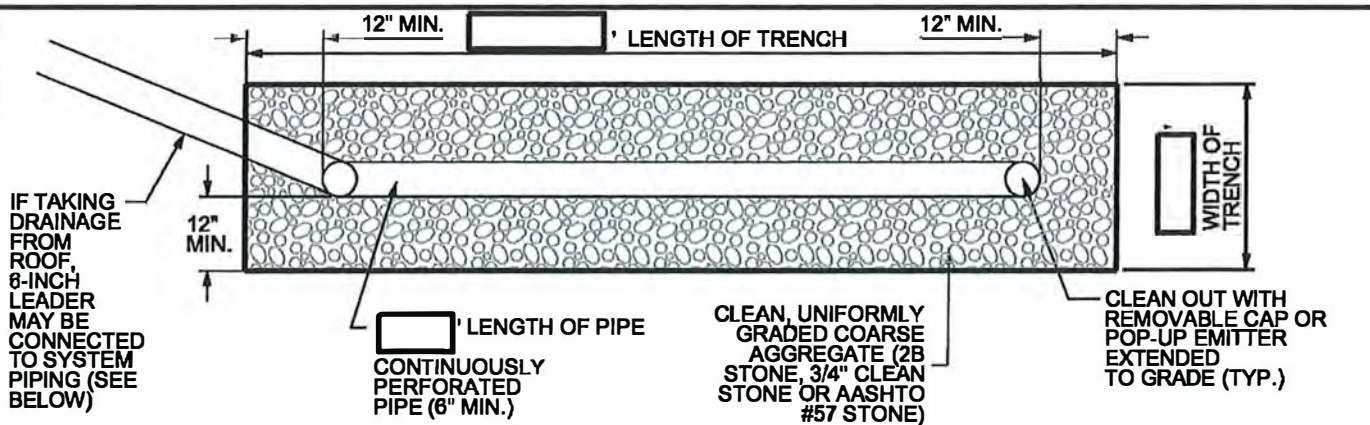
FOR USE BY MUNICIPAL ENGINEER

CHESTER COUNTY PENNSYLVANIA

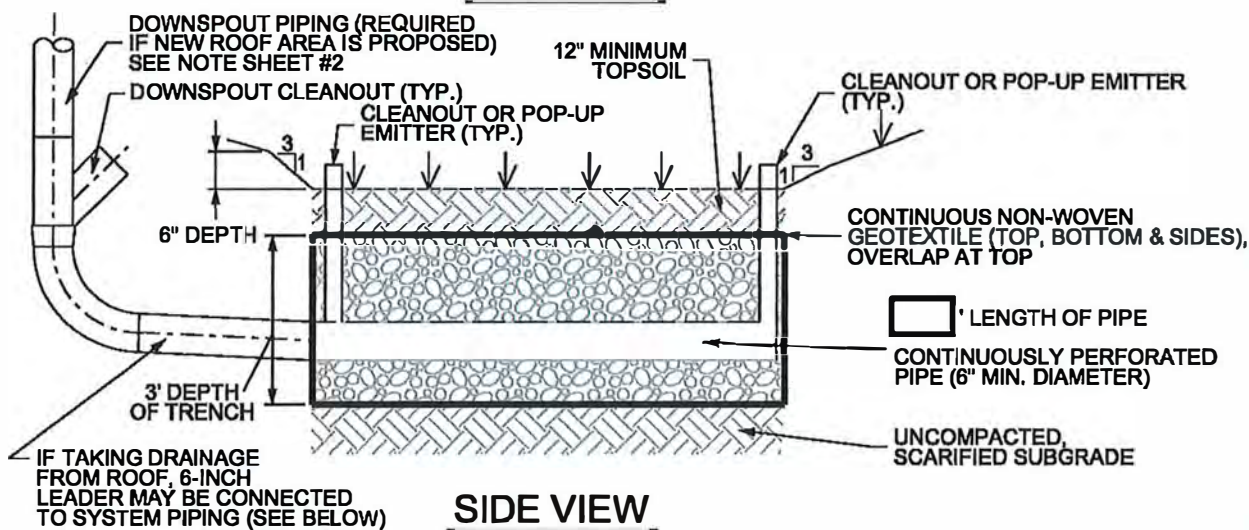
SHEET NO. 1

SIMPLIFIED
SITE PLAN

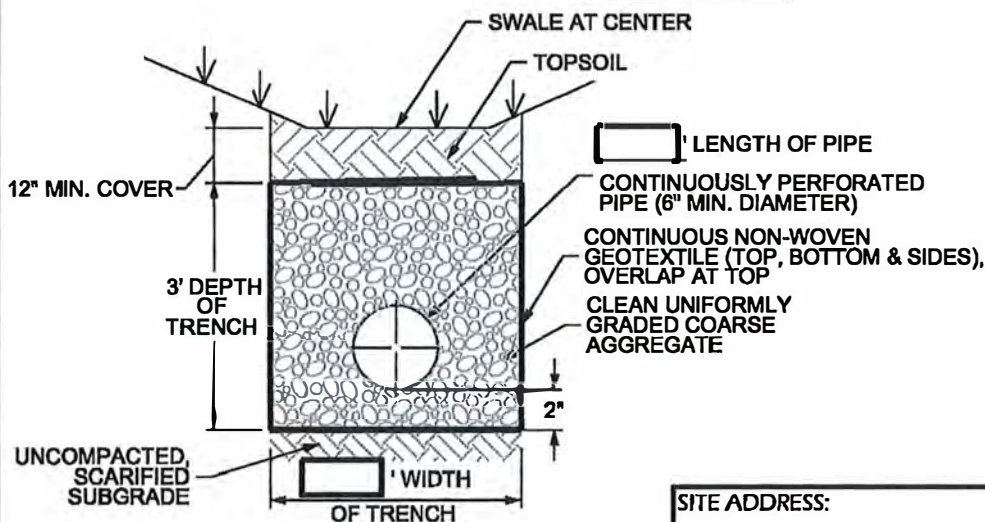
1 OF 4



TOP VIEW



SIDE VIEW



CROSS-SECTION VIEW

SITE ADDRESS:

DATE:



CEG
CEDARVILLE

159 East High Street, Suite #500 | Pottstown, PA 19464
610.705.4500 (Office) | 610.705.4900 (Fax)

SCALE:

NOT TO SCALE

CHESTER COUNTY

PENNSYLVANIA

**INFILTRATION
TRENCH DETAIL**

SHEET NO. 2

2 OF 4

NOTES

§ 345-306.M: DURING SITE CONSTRUCTION, ALL INFILTRATION PRACTICE COMPONENTS SHALL BE PROTECTED FROM COMPACTION DUE TO HEAVY EQUIPMENT OPERATION OR STORAGE OF FILL OR CONSTRUCTION MATERIAL. INFILTRATION AREAS SHALL ALSO BE PROTECTED FROM SEDIMENTATION. AREAS THAT ARE ACCIDENTALLY COMPACTED OR GRADED SHALL BE REMEDIATED TO RESTORE SOIL COMPOSITION AND POROSITY. ADEQUATE DOCUMENTATION TO THIS EFFECT SHALL BE SUBMITTED TO THE TOWNSHIP ENGINEER FOR REVIEW. ALL AREAS DESIGNATED FOR INFILTRATION SHALL NOT RECEIVE RUNOFF UNTIL THE CONTRIBUTORY DRAINAGE AREA HAS ACHIEVED FINAL STABILIZATION.

§ 345-306.N: WHERE SEDIMENT TRANSPORT IN THE STORMWATER RUNOFF IS ANTICIPATED TO REACH THE INFILTRATION SYSTEM, APPROPRIATE PERMANENT MEASURES TO PREVENT OR COLLECT SEDIMENT SHALL BE INSTALLED PRIOR TO DISCHARGE TO THE INFILTRATION SYSTEM.

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1151-1200	50.25	40.25	33.50	28.75	25.25
1201-1250	54.75	44.00	36.50	31.50	27.50
1251-1300	59.50	47.50	39.75	34.00	29.75
1301-1350	61.75	49.25	41.25	35.25	31.00
1351-1400	64.00	51.25	42.75	36.50	32.00
1401-1450	66.25	53.00	44.25	38.00	33.25
1451-1500	68.50	54.75	45.75	39.25	34.25
1501-1550	70.75	56.75	47.25	40.50	35.50
1551-1600	73.00	58.50	48.75	41.75	36.50
1601-1650	75.25	60.25	50.25	43.00	37.75
1651-1700	77.75	62.25	51.75	44.50	39.00
1701-1750	80.00	64.00	53.25	45.75	40.00
1751-1800	82.25	65.75	54.75	47.00	41.25
1801-1850	84.50	67.50	56.25	48.25	42.25
1851-1900	86.75	69.50	58.00	49.75	43.50
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SITE ADDRESS:

DATE:



CEG
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SCALE:
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CHESTER COUNTY PENNSYLVANIA

**INFILTRATION
TRENCH NOTES**

SHEET NO. 3C

3C OF 4

STORMWATER FACILITIES OPERATIONS AND MAINTENANCE PLAN

THE HOMEOWNER WILL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF ALL STORMWATER AND BMP FACILITIES. THE FACILITIES WILL INCLUDE THE INFILTRATION TRENCH ON THE PROPERTY AS WELL AS ANY YARD OR ROOF DRAINS, PIPING, POP-UP EMITTERS OR CLEAN-OUTS SHOWN ON THIS PLAN.

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PENNSYLVANIA

**INFILTRATION TRENCH
OPERATION &
MAINTENANCE NOTES**

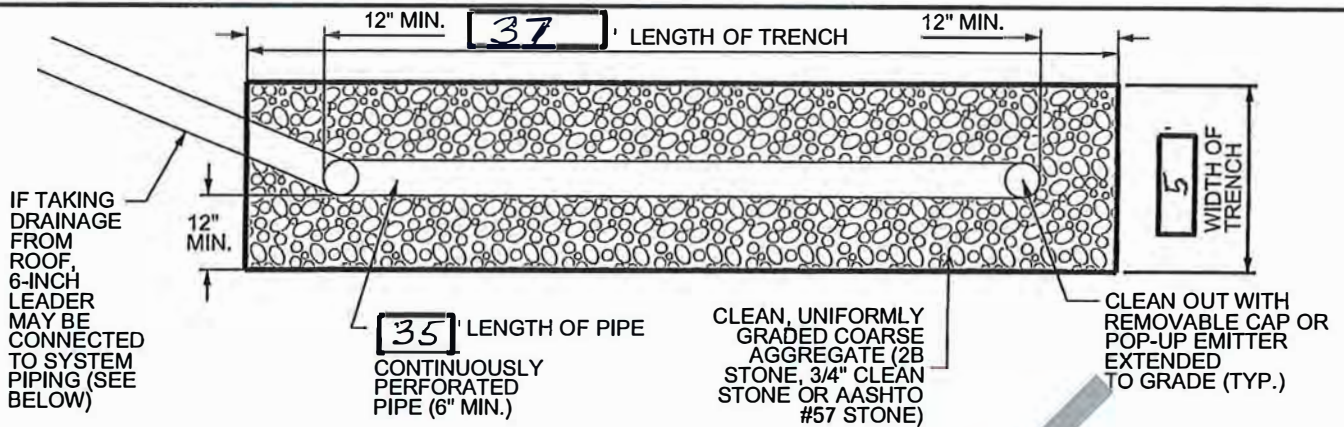
SHEET NO. 4

4 OF 4

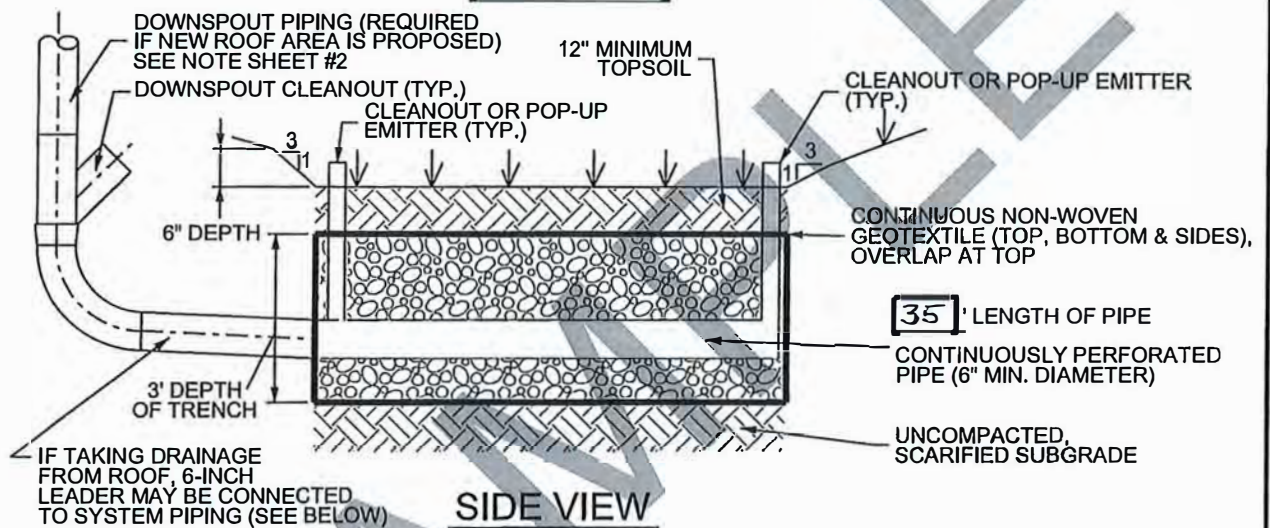
6.0 Example Simplified Approach Stormwater Management Site Plans

The pages below include an example Simplified Approach Stormwater Management Site Plan (Sheets No. 1 – 4).

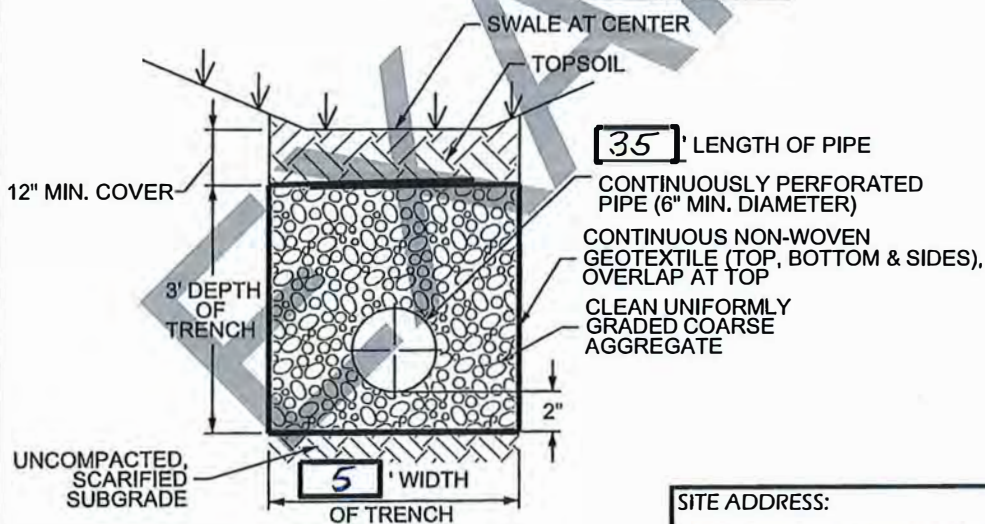
		NORTH ARROW
		DATE 7/8/21
<p> W = WATER LATERAL SS = SANITARY LATERAL </p>		
		<p> PROPERTY OWNER NAME: JOHN SMITH ADDRESS: 123 ROAD STREET, TOWN PA 07734 </p> <p> PLAN PREPARER NAME: SAME AS ABOVE ADDRESS: </p>
FOR USE BY MUNICIPAL ENGINEER		CHESTER COUNTY PENNSYLVANIA SHEET NO. <u>1</u>
SIMPLIFIED SITE PLAN		<u>1 OF 4</u>



TOP VIEW



SIDE VIEW



CROSS-SECTION VIEW

SITE ADDRESS:

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CHESTER COUNTY

PENNSYLVANIA

**INFILTRATION
TRENCH DETAIL**

SHEET NO. 2

2 OF 4

SCALE:

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NOTES

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CHESTER COUNTY

PENNSYLVANIA

INFILTRATION
TRENCH NOTES

SHEET NO. 3C

3C OF 4

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EXAMPLE

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PENNSYLVANIA

INFILTRATION TRENCH
OPERATION &
MAINTENANCE NOTES

SHEET NO. 4

4 OF 4

SCALE:

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7.0 Sample O&M Agreement for Simplified Approach Projects

Refer to Appendix E

MEMO

Date: July 13, 2023
From: Derek Davis, Township Manager
To: Board of Supervisors
Re: Comcast Franchise Agreement

The Cohen Law group has been working for several municipalities in Chester County, including East Goshen, since early 2022, as counsel for the cable franchise renewal with Comcast. Cable Franchise Agreements are in place with cable providers and municipalities in order to allow the municipality to capture some revenue from these providers that operate infrastructure within East Goshen.

At this point, a tentative agreement has been reached with the municipalities and Comcast and will need input and final sign off from the governing bodies. Attached document include:

- Executive Summary
- Approval Ordinance
- Final Agreement
- Draft public notice

If the board is amenable, a motion to advertise the public notice would be appropriate. This will be brought up for passage at the August 1st meeting. Phil Fraga from the Cohen Group will be on Zoom for that meeting and can answer any questions. I can also obtain questions individually from board members and the public prior to August 1st and send them via email to Phil.

DRAFT MOTION: Mr. Chairman, I move we authorize the township manager to advertisement the public notice regarding the approval ordinance for the Comcast Franchise Agreement, to be considered at the August 1st regularly scheduled board meeting.



PRIVILEGED ATTORNEY-
CLIENT COMMUNICATION

June 1, 2023

Derek Davis
Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear Derek:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for East Goshen Township. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Caitlin Ganley of Comcast. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the Township Board of Supervisors.

1. Franchise Fees (Sections 1(p) and 6)

Municipalities are entitled under federal law to assess a franchise fee of up to 5% of the cable operator's "gross revenues" for cable services provided within the municipality. The Township currently assesses a 5% fee and this remains the same in the Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of 25 separate revenue sources that will maximize the Borough's franchise fee revenue. This list includes all current eligible revenue sources as well as all foreseeable future sources and a "catch all" item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Comcast has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the Borough's franchise fees, the Agreement is intended to maximize the Borough's franchise fee revenue. Please note that

all franchise fees are passed through to Comcast cable subscribers as a separate line item on their bills. Franchise fees will be paid to the Township on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the Township to conduct an independent audit of Comcast's records to determine whether Comcast has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Comcast must pay the underpaid amount plus 10% interest on the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by 5% or more, then Comcast also must contribute up to \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one of Comcast's three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the Township would be reduced. Section 6.5 of the Agreement states that "allocation of revenue shall not be structured for the purpose of evading franchise fees applicable to cable services."

2. Customer Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Comcast to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Customer complaint procedures, including that Comcast may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service;

- Credits for service interruptions of six or more hours upon request; and
- Standards of subscriber privacy.

3. Right-of-Way Protections (Section 3)

The Agreement provides many protections of the Borough's public rights-of-way. For example, Comcast agreed to repair any damage to public or private property by Comcast or any of its contractors or subcontractors within 20 business days. In addition, the Agreement includes safety standards, the provision of service area maps to the Township upon request, requirements for disconnection and relocation of Comcast's wires and equipment, removal of equipment in the event of an emergency, and the need for Township approval for cutting down any trees in the public rights-of-way.

4. Reporting Requirements (Sections 5.7 and 6.3)

The Agreement includes three reporting requirements to the Township to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, upon written request, Comcast must submit a customer complaint report stating the date, nature and resolution of all subscriber complaints that have generated a work order or have necessitated a response. The term "complaint" is defined as any written (including email) or oral communication by a subscriber expressing dissatisfaction with Comcast's operation of the cable system that is within Comcast's control and requires a corrective measure. In addition and upon request, the Township may obtain from Comcast specific information regarding service repair requests and service interruptions.

Third and finally, Comcast must, upon written request, provide to the Township copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the Borough.

5. Cable System Requirements and Service Area (Section 3)

The Agreement provides technical requirements for the cable system serving the Borough. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon request, report to the Township regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Comcast make cable service available to every area in which there is a minimum of 25 residential dwelling units per linear aerial plant mile (50 units per mile underground) subject to certain conditions. Any home that is within 275 feet from Comcast's main distribution line is considered a "dwelling unit." Upon Township request, Comcast must conduct a survey to determine the number of dwelling units per mile in the requested area. Any unit within 125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Comcast must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

6. Educational and Governmental ("EG") Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, Comcast provides one educational ("E") and one governmental ("G") channel to be used for programming related to educational and/or governmental activities. The Township or its designee would have complete control over the content, scheduling, and administration of the channels, and the Township may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Comcast will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination locations and be distributed over the cable system. Comcast is required to cablecast the EG channels to all Comcast subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels.

7. EG Capital Grant (Section 7.3)

The Agreement also requires Comcast to provide the applicable party with a cash franchise grant to be used for capital expenses "in support of the production of local EG programming." The grant is to be paid as follows: (i) one-half within three months of the effective date of the Agreement and (ii) one-half on the 5th anniversary of the effective date of the Agreement. The grant amount negotiated for the Township is \$13,170 based upon applicable factors. Comcast reserves the right as allowed by law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

8. Services to Community Facilities (Section 7.1)

The Agreement requires Comcast to provide Basic level television service to various public buildings, including the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Notwithstanding the foregoing, the FCC Section 621 Third Report and Order of September 2019 ("Order") has injected a major new restriction that previously did not exist. The Order states that "costs attributable to

franchise terms that require a cable operator to provide free or discounted cable services to public buildings” may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.¹

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the marginal cost of those services; (2) discontinue all the services and continue receiving franchise fees at their current level; or (3) discontinue the service to certain buildings and reduce franchise fees by the marginal cost of the reduced service. These options are reflected in Section 7.1 of the Agreement. Comcast must notify the Township regarding the amount of the monthly fee for each facility. The Township will then have 30 days to notify Comcast of its decision to opt for either (1), (2), or (3) above with respect to each facility.

9. Liquidated Damages for Violations (Section 8.2)

Once Comcast has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the Township to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as “liquidated damages,” in the amount of \$250 per day for each violation of the Agreement. The Township may assess such monetary fines after providing Comcast with written notice and allowing Comcast 45 days to correct the violation, unless the nature of the violation is such that it cannot be cured within 45 days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the Township may commence revocation proceedings or initiate a lawsuit.

10. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. We know from our extensive dealings with Comcast over the past 22 years that this is a policy position from which Comcast will not deviate.

11. Competitive Equity Provision (Section 2.6)

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The Township may award more than one franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as “level playing field” provision, in the Agreement. These

¹ For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

provisions relate to the prospect of another cable operator providing cable services in the Township in the future.

The competitive equity provision negotiated with Comcast states that, if the Township grants another cable franchise and the material terms of the new franchise agreement, when taken as a whole, are more favorable to the competitor than the terms in this Agreement are to Comcast, then Comcast may request an amendment to this Agreement to include such favorable terms. Only if the Township agrees with Comcast that there is a lack of competitive equity will the Township and Comcast enter into discussions to amend the Agreement. This provision keeps control with the Township and assesses the Agreement in the aggregate rather than on an issue-by-issue basis. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me directly.

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga

ORDINANCE NO. _____

**ORDINANCE OF THE TOWNSHIP OF EAST GOSHEN AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND
COMCAST OF SOUTHEAST PENNSYLVANIA, LLC AND
COMCAST OF PENNSYLVANIA, LLC**

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of East Goshen (hereinafter the "Township") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC ("Comcast") currently holds a cable franchise from the Township by virtue of a cable franchise agreement which expires on December 31, 2024; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct and operate its Cable System over, under, and along the aforesaid public rights-of-way; and

WHEREAS, the aforesaid public rights-of-way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of subscriber service, maintain a technologically advanced cable system, receive franchise fees for Comcast's use of the Township's public rights-of-way as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain services, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that this new franchise agreement (the "Agreement" - a copy of which is attached hereto as Exhibit A) and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ENACTED AND ORDAINED this ____ day of _____, 2023.

ATTEST:

TOWNSHIP OF EAST GOSHEN

Chairman, Board of Supervisors

DRAFT

Exhibit A - Franchise Agreement

DRAFT

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWNSHIP OF EAST GOSHEN

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

AND

COMCAST OF PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between the Township of East Goshen, a municipality located in Chester County, Pennsylvania (hereinafter referred to as the “Township”) and Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC (hereinafter collectively referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement which expires on December 31, 2024; and

WHEREAS, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township, and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC and/or Comcast of Pennsylvania, LLC but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;

- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Services;
- (11) inside wire maintenance fees for Cable Services;
- (12) service plan protection fees for Cable Services;
- (13) convenience fees;
- (14) early termination fees on Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Services;
- (23) billing and collection fees on Cable Services;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB").

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast's Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Public Buildings - shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(y) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Service Interruption - The loss of picture or sound on all Cable Service channels.

(aa) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives Cable Services distributed by the Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way to provide Cable Services. Nothing herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties (the "Effective Date"), unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolution of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township

grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or other authorization to provide similar wired video services is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the

requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast shall be included by the Township for such funds, if permitted to do so under applicable law. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards.

Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property,

including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days' written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township,, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;

- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Township hereby requests that Comcast omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of a written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 REGULATION BY THE TOWNSHIP

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or

proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with forty-five (45) days' written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6
COMPENSATION TO THE TOWNSHIP

6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within

sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(a) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to Cable Services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a Cable Service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. If Comcast intends to charge for the services required by this section, it will give the Township one hundred twenty (120) days' written notice of the commencement of charges. The charges shall be consistent with applicable law – as of the Effective Date, defined as the “marginal cost” of providing such Cable Services. Comcast shall provide to the Township in writing reasonable detail sufficient to substantiate the marginal cost and the amount due. Comcast shall arrange with the Township for invoicing or deductions from the franchise fee. Charges may include those for services and equipment, if any, at each location. Charges may include applicable fees and taxes and may be subject to adjustment if consistent with applicable law. The Township may remove locations or change the level of Cable Service indicated on Exhibit A with thirty (30) days' written notice to Comcast. The Township may elect in writing not to receive the Cable Service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon ninety (90) days' written notice to Comcast, provided that the new location is a standard installation and within one hundred twenty-five (125) feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall continue to make available to the Township the use of one (1) Educational and one (1) Governmental (collectively “EG”) Access Channel in accordance with Section 611 of the Cable Act. Such EG Channels shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township to utilize the EG Channels, Comcast shall continue to maintain direct links, including activation equipment capable of transmitting high quality video and audio between the video origination locations and the Comcast headend such that live programming can originate from these selected locations and be distributed via the Cable System to Subscribers in the Township. These links and equipment shall be collectively known as the “Return Lines.” Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channels so long as the Township provides Comcast with access to such locations

and access to the EG Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channels in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any EG channel programmer.

(d) Any expenditure made in connection with the construction of the Return Lines shall be at the expense of the Township. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channels, including any and all equipment, and EG capital support grants may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channels. The Township and Comcast agree to work cooperatively in implementing the EG channels through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township's expense, relocate the EG origination site(s) and the associated Return Line(s) as follows: (i) Comcast's obligation shall be subject to the same terms and conditions that apply to the original EG origination site(s) in this Section; and (ii) the Township shall provide access to such site(s) at least ninety (90) days prior to anticipated use of the new EG origination site(s). The timeline for relocation of the EG origination site(s) shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel(s), Comcast may request the use of this channel(s) subject to written approval by the Township. If the Township approves Comcast's use of an EG Channel(s) and, subsequent to such approval, the Township requests the utilization of the EG Channel(s) being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel(s) for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channels as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days' advance written notice of any change in EG Channel assignments.

(i) Upon the written request of the Township and no sooner than twelve (12) months after the Effective Date, the parties agree to meet and discuss the possibility of distributing one (1) EG Channel in High Definition (HD) format. The parties further agree to discuss the number of

hours of locally produced, non-automated, non-character generated, non-satellite EG Access content produced in HD by the Township, the future plans of the Township to produce such local content in HD format, reclamation of the existing Standard Definition (SD) EG Channel and any necessary upgrade and equipment costs.

(j) Upon agreement of the parties, if the Township is producing a majority of its locally produced, non-automated, non-character generated, non-satellite EG Access content in HD, upon two hundred seventy (270) days' written request and payment of any necessary upgrade and equipment costs by the Township, Comcast shall provide all necessary equipment at the designated channel origination location(s) and at its Headend and hubs or similar distribution facilities necessary to deliver and activate one (1) activated EG Channel in HD format to Subscribers.

(k) No sooner than one (1) year from activation of the HD Channel, Comcast shall have the right to reclaim the corresponding SD EG Channel.

(l) The Township or its EG Access Designee shall be responsible for providing the HD EG Channel signal in a HD format compatible with Comcast's equipment in the Cable System at the applicable demarcation point.

(m) The Township acknowledges that HD programming may require special viewer equipment and subscription to advance services and that by agreeing to make one (1) EG Channel available in HD format, Comcast shall not be required to provide free HD equipment to Subscribers, or for the Township or the public schools, nor modify its equipment or pricing policies in any manner, except as otherwise expressly provided for in this Agreement. The Township acknowledges that not every Subscriber may be able to view HD EG Access Programming on every TV, and additional costs may be required for the reception of HD programming.

(n) Comcast may implement HD carriage of the EG Channel in any manner (including selection of compression, utilization of IP (Internet Protocol), or other processing characteristics) that produce a signal from the perspective of the viewer that is substantially equivalent to similar commercial HD channels on the Cable System.

7.3 EG CAPITAL GRANT

Comcast shall provide the Township with a one-time EG capital grant to be used in support of the production of local EG Channel programming. The Township shall ensure the use of the capital grant is consistent with federal law. The EG grant provided by Comcast shall be in the amount of \$13,170. Such grant is to be paid to the Township as follows: (i) one half within ninety (90) days of the Effective Date and (ii) one-half on the fifth (5th) anniversary of the Effective Date. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township's judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days' prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days' prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

8.5 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

SECTION 9
MISCELLANEOUS

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

East Goshen Township
Municipal Building
1580 Paoli Pike
West Chester, PA 19380
Attention: Township Manager

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC and Comcast of Pennsylvania, LLC
55 Industrial Drive
Ivyland, PA 18974
Attention: VP, Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, Chester County or in the United States District Court for the Eastern District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2023 of the Township Board of Supervisors.

WITNESS our hands and official seals to this Cable Franchise Agreement.

Township of East Goshen

By: _____

Name: _____

Title: _____

Date: _____

Comcast of Southeast Pennsylvania, LLC

By: _____

Name: Daniel Bonelli

Title: Senior Vice President – Freedom Region

Date: _____

Comcast of Pennsylvania, LLC

By: _____

Name: Daniel Bonelli

Title: Senior Vice President – Freedom Region

Date: _____

EXHIBIT A
LOCATIONS FOR CABLE TELEVISION SERVICE

PUBLIC NOTICE

Notice is hereby given that on _____, _____, 2023 at ___ p.m. in the East Goshen Township Municipal Building located at 1580 Paoli Pike, West Chester, PA 19380, the Board of Supervisors of East Goshen Township will hold a public meeting to consider enacting the following:

**AN ORDINANCE OF EAST GOSHEN TOWNSHIP AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND COMCAST OF SOUTHEAST PENNSYLVANIA, LLC
AND COMCAST OF PENNSYLVANIA, LLC**

A copy of the full text of the ordinance and agreement may be examined at the address set forth above, during normal business hours from ___ a.m. to ___ p.m., Monday through Friday.

Derek Davis
Township Manager
(610) 692-7171