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

Date	Meeting	Time
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	

Memorandum

East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Voice: 610-692-7171 Fax: 610-692-8950

E-mail: dbrady@eastgoshen.org

Date: 7-13-2023

To: Board of Supervisors

From: Duane J. Brady Sr., Township Zoning Officer/Fire Marshal Re: Giant Food Store Renovation Work Time Change Request.

Dear Board Members:

Background:

The Codes Department is working with the Giant Food Store to permit a major renovation project at their East Goshen Store. The contractor and Giant requested a change in construction/work times from the required Township Ordinance 129-B-2023 requirement (Monday – Friday 7am to 7pm, Saturday 9am to 5pm, and no work on Sunday). Giant has requested to be allowed to work overnight work would start at 10pm and end at 6am each night. No work on Sunday.

Township Manger and Code Staff would not allow the nighttime working as it violates the Noise Ordinance. After much discussion between the Code Staff and Giant and a smaller project (Starbucks Store relocation done during the day) being completed, the Township Manger and Codes Director meet with Giant's Contractor, Director of Development, and Project Managers to discuss why it would be better to work at night. Giant stated it is a safer time to work because the store will be closed, and customers will not be in the store. There was a question if their insurance would allow for daytime working. One of the options they have will be to close the store during the construction process and that will take several months.

Giant is working with the Township Staff Codes and Fire Marshal to create a safety plan to protect customers and to address the most common noise complaints that may arise.

Staff Recommendation:

Township Staff, after an in-depth review of the construction and safety concerns, contacting other Township's where Giant is doing renovations with no negative feedback. Meetings with Giant Project Manger's and others feel that allowing them to work over night hours would be the best case for this project. One concern is a possible noise complaint but a big concern for the residents is the possibility of Giant being closed for several months during construction. During the Project the Director of Code and Fire Marshal will visit the site during the night work hours at least once a week and will handle any noise or safety concerns with Giant's Project Manager's and Contractor.

Township Staff recommends the Board review this matter with Mark Thompson Township Solicitor for any legal concerns or outstanding items.

Draft Motion:

Mr. Chairman, Township Staff recommends allowing Giant Food Store to work over night during the following hours and days. Monday to Friday 10pm to 6am with all outside work and placing debris in dumpsters only during the day. No work on Saturday, Sunday, or Holidays. That Giant Food Store would handle any safety concerns and/or noise complaint within 24 hours after being notified.

Sincerely,

Descrief Bestef. Duane J. Brady Sr.

East Goshen Township

Zoning Officer

MEMO

Date: July 13, 2023

From: Derek Davis, Township Manager

To: Board of Supervisors

Re: Pipeline Task Force letter to the Pipeline & Hazards Materials Safety Administration

The Pipeline Task Force is requesting a letter be sent from East Goshen Township (signed by myself) to the Pipeline & Hazards Materials Safety Administration (otherwise known as PHMSA) in order to garner more information on the design and safety of the ME2 and ME2X lines constructed by Energy Transfer and its subcontractors.

The attached draft letter outlines the specific questions and what is being requested. While the general public in this area is mainly use to dealing with the PA Public Utility Commission, PHMSA is the federal agency ultimately responsible for ensuring the design of these pipelines meet current safety standards.

A draft motion, if the board wishes for me to send the letter, would be as follows:

DRAFT MOTION: Mr. Chairman, I make a motion we allow the township manager to sign the draft letter and authorize him to send it to the Pipeline & Hazards Materials Safety Administration's Eastern Region Office on behalf of the Pipeline Task Force and the Board of Supervisors.

Robert Burrough, Director

PHMSA Pipeline Safety Eastern Region Office

840 Bear Tavern Road. Suite 300

West Trenton, NJ 08628

Dear Mr. Burrough,

East Goshen Township, Chester County, Pennsylvania has received numerous comments from our residents regarding the safety of the Energy Transfer (ET) ME2 and ME2X pipelines. There are some questions as to if these pipelines have been designed and constructed according to all applicable governmental and industry codes and standards. East Goshen Township has a church, school, senior living center with over 300 residents, multi-unit buildings, office buildings and shopping centers all within 150 feet of the ET ME2 and ME2X pipelines. There are hundreds if not thousands of people occupying these structures at any point in time in addition to those who reside at the senior center.

- What are the population design class location and safety factors that determine the wall thickness, weld joint factors and corrosion allowances of the pipelines mentioned?
- Has PHMSA reviewed ET's mechanical design for their ME2 and ME2X pipelines?

If not, would you be kind enough to direct us to the appropriate party who is responsible for these reviews? If they have not been completed, we are requesting that PHMSA perform these reviews.

In addition, East Goshen Township is requesting a copy of the design analysis and a statement confirming the pipelines were designed and constructed according to 49 CFR 195 and all other applicable pipeline construction records for the pipelines.

East Goshen is also requesting that the PHMSA do an after-the-fact audit of the ET ME2 and ME2X pipelines within our township to ensure the records are verified and complete. East Goshen Township expects that the reviewed records include as-built drawings, welding reports and inspections, personnel certifications, pressure test reports, coating and painting and cathodic protection.

East Goshen Township greatly appreciates your help and expertise in this matter.

To be signed by: Derek Davis

East Goshen Township Manager

1580 Paoli Pike

West Chester, PA 19380-6199

Memorandum

East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Voice: 610-692-7171 Fax: 610-692-8950

Date: 7/12/23

To: Board of Supervisors

From: Derek Davis, Chas Linder, & Lynn Werkheiser

Re: Deer Management Groups for 2023-24 Archery Hunting Program

2023-24 Deer Management Hunting Program Resolution

Dear Board Members:

The Township has received four applications for the 2023-24 Deer Management Archery Hunting Program:

- 1. Chester County Trackers for the Mill Creek/Grand Oak open space area
- 2. Keystone Archers for the Bow Tree/Clocktower and Wentworth areas
- 3. Mainline Whitetail Managers for the Supplee open space area
- 4. Southeastern PA Deer Management Association for the Wentworth open space area

All four of the groups have been supporting the program for more than a decade. Both the Keystone Archers and the Southeastern PA Deer Management Association (SPDMA, known as the Tri-County Deer Management Association until 2020) have submitted applications for the Wentworth area for the 2023-24 season. SPDMA managed the area from 2014-2022, and although they submitted an application for Wentworth in 2022, the Keystone Archers received the approval (in addition to approval to manage the Bow Tree/Clocktower area). The applications are enclosed for your review.

We have reviewed the applications and recommend that the Board:

- Approve the 2023-24 DMP Resolution (resolution 2021-24) (draft attached for review and approval)
- Approve the Deer Management Groups to participate in the 2023-24 Township Archery Hunting Program as follows:
 - 1. Chester County Trackers will manage the Mill Creek/Grand Oak open space area.
 - 2. Keystone Archers will manage the Bow Tree/Clocktower open space.
 - 3. Mainline Whitetail Managers will manage the Supplee open space area.
 - 4. Southeastern PA Deer Management Association will manage the Wentworth open space area.

The deer harvest for 2022-23 season was 32. The harvest breakdown is included for your information.

EAST GOSHEN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023 – 09 A RESOLUTION ADOPTING SPECIFIC PROVISIONS OF THE DEER MANAGEMENT PROGRAM FOR THE 2023-2024 SEASON

WHEREAS, Section 163-4B of the Code of the Township of East Goshen requires the Board of Supervisors to designate the areas of Township land to be utilized for hunting as part of the Deer Management Program; and

WHEREAS, Section 163-4D of the Code of the Township of East Goshen authorizes the Board of Supervisors to identify Deer Management Groups to participate in the program; and

WHEREAS, Section 163-4F of the Code of the Township of East Goshen requires the Board of Supervisors to designate the days and times when deer management activities may occur; and

WHEREAS, Section 163-4G of the Code of the Township of East Goshen requires the Board of Supervisors to designate the procedure for reporting harvested deer; and

WHEREAS, Section 163-4H of the Code of the Township of East Goshen requires the Board of Supervisors to designate the procedure for reporting complaints; and

WHEREAS, Section 163-4I of the Code of the Township of East Goshen allows the Board of Supervisors to designate by resolution additional guidelines and procedures.

BE IT RESOLVED THAT the Board of Supervisors of the Township of East Goshen hereby adopts the following specific provisions for the 2023-2024 Deer Management Program:

Pursuant to Section 163-4B, the Board of Supervisors designates the open space in Bowtree/Clocktower, Supplee Valley East & West, Grand Oak/Millcreek and Wentworth for hunting as part of the Deer Management Program.

Pursuant to Section 163-4D, the Board of Supervisors authorizes the following Deer Management Groups to participate in the program: Chester County Trackers (Mill Creek/Grand Oak), Keystone Archers (Bowtree/Clocktower), Mainline Whitetail Managers (Supplee Valley), and Southeastern PA Deer Management Association (Wentworth).

Pursuant to Section 163-4F, the Board of Supervisors authorizes the following dates and times: September 16, 2023, until January 27, 2024, including two Sundays: Sunday, November 12, 2023, & Sunday, November 19, 2023, as permitted by Pennsylvania Game Laws, except that no hunting shall be permitted on November 23, 24, & 25, 2023, and December 24, 2023, through January 1, 2024.

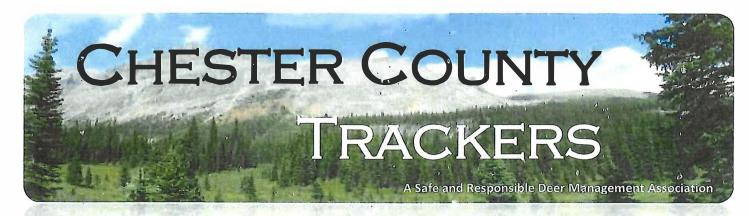
Pursuant to Section 163-4G, the Board of Supervisors authorizes the following procedure for reporting harvested deer: Each hunter shall complete the Deer Management Program Harvest Report form for each harvested deer and forward it to the Township electronically within 48 hours of harvesting a deer.

Pursuant to Section 163-4H, the Board of Supervisors authorizes the following procedure for reporting complaints: Complaints shall be filed in writing and hand delivered or emailed to the Township using the following email addresses: ddavis@eastgoshen.org. Complaints may also be made by dialing 911.

Pursuant to Section 163-4I, the Board of Supervisors has no additional guidelines or procedures to designate at this time.

RESOLVED AND ADOPTED, this 18th day of July, 2023.

ATTEST:	EAST GOSHEN TOWNSHIP BOARD OF SUPERVISORS
Secretary, Derek J. Davis	John Hertzog, Chair
	Michal P. Lynch, Vice, Chair
	Cody Bright, Member
	David E. Shuey, Member
	Michele Truitt, Member



April 15, 2023

East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Re: Dear Management Application

To Whom It May Concern:

Chester County Trackers has appreciated the opportunity to assist the Township in its Deer Management Initiative over the past several years and would like to renew our application for this upcoming year (2023-24). We do so believing that the deer management program is beneficial to the township, and we also believe that we are well equipped to assist in the endeavor for the following reasons. First, Chester County Trackers is a small group of carefully selected hunters. Second, we have had a good working relationship with the Township by participating in the management efforts for several years. During that time, we have responsibly managed the deer population by harvesting appropriate numbers of deer while also cooperating with the Township to report individuals poaching on the property. Third, due to our previous years of work with the township, members of our team living in East Goshen, and our travel routes surrounding township the property, we believe we have a superior knowledge of the property and travel patterns of deer on the Grand Oak/Mill Creek property. Below, you will find our association's purpose, management philosophy, membership, and code of conduct.

Purpose

Chester County Trackers was established for the purpose of carefully and responsibly assisting landowners and organizations in the management of deer populations. Our purpose is derived in part from the increasing number of deer-related traffic accidents each year along with the high occurrence of Lyme disease located within the county.

Management Philosophy

In seeking to manage any property, we strive to evaluate the land's capacity to sustain wildlife in a manner that reduces the possibility of animal starvation and population-related diseases. Furthermore, careful attention is given to the age and sex of deer located in a property. As has been proved, a primary factor in quality deer management is a proper ratio between bucks and does; consequently, we strive to harvest does and mature bucks, while protecting younger bucks.

Membership

As an association, our membership consists of a small, carefully selected group of safe, responsible hunters. Most years, we are able to harvest an average of three deer per member per year with an estimated average of twenty-five hunting hours for each harvested deer. As a whole, members of our constituency have completed hunter safety education courses, have won various archery competitions, and have seven decades of bowhunting experience in multiple states. Furthermore, none of our members have ever received PA Game Commission violations, nor have we received any complaints from our landowners and their surrounding neighbors. In joining our association, we ask that members successfully complete a proficiency test each year. For our purposes, each archer is required to shoot four arrows consecutively into a three inch target from a distance of twenty yards. Although stringent, we have found that this requirement ensures our accuracy and builds confidence in those who give us the privilege of managing the deer population on their property. Currently, the membership of our association is by invitation only with very limited invitations possible in the foreseeable future. Our current leadership is as follows:

Chris Ollis (President) 170 Cambridge Rd. Coatesville, PA 19320 610-659-1400

Dan Brabson (Vice President) **EG Resident** 1421 Clover Lane West Chester, PA 19380 610-662-7072

Code of Conduct

Our goal as a deer management group is the safe, responsible harvesting of deer as needed to reduce and maintain deer populations. In keeping with this goal, we have established the following code of conduct. Members of Chester County Trackers will:

- maintain a high standard of excellence and ethics in bowhunting
- be properly licensed for bowhunting both antlered and antlerless deer in the state of Pennsylvania and appropriate Wildlife Management Units as specified by the state.
- hunt in a discreet manner so as to avoid disturbing residents when entering and exiting the woods, eviscerating
 harvested deer, and performing any other necessary hunting activities.
- communicate with landowners regarding appropriate hunting times, parking locations, hunting practices, number of hunters, and any questions the landowner might have.
- see that deer harvested are consumed or donated to families in need.
- hunt from tree stands for safety and effectiveness. In order to further safety, we require that members wear safety harnesses and disable access to any tree stands permitted to remain on the property. (In situations where landowners prefer that tree stands be removed, we often use climbing tree stands.)
- report harvested deer to the property owners and any other necessary parties.
- reasonably assist the landowner in property maintenance by removing obvious pieces of small trash from the
 property when exiting. Our reasoning in doing so is the development of good relations with landowners and the
 protection of the environment for land and animals.

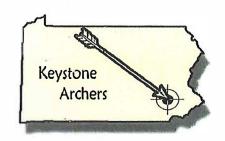
In this upcoming year, we would like to again maintain the Grand Oak/Mill Creek open space as we understand the unique challenges of that particular property. We look forward to a successful year as we continue to work with the Township in this endeavor.

Regarding our insurance, we carry the required \$1,000,000 liability insurance for this year with the Quality Deer Management Association effective August 1, 2023 through July 31, 2024.

In closing, we would again like to thank the Township for consideration of our interest in helping East Goshen manage its deer population. Please let us know if there are any further questions regarding our association, practices, or proposal as outlined above.

Respectfully,

Chris Ollis President, Chester County Trackers 610-659-1400 May 1, 2023



East Goshen Township Deer Management Committee 1580 Paoli Pike West Chester, PA 19380

Re: Formal Application for Keystone Archers to Hunt in East Goshen Township's Open Space Deer Management Program

Dear Committee Members:

This letter is to serve as a "free form" application for Keystone Archers to be included in the East Goshen Township's Open Space Deer Management Program for the 2023-2024 season.

As a re-introduction, Keystone Archers is an archery/deer management club, standing currently at 11 members with the goal of ultimately having 20 members in the club. We are presently expanding our group with a select group of new members to both replace some non-active hunters and to continue the growth of our group. All new members must adhere to the high standards that we have set for our group.

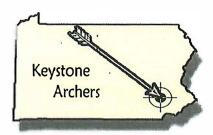
As our club membership has slightly expanded including our children becoming adult hunters, we are asking to continue to manage both the Bow Tree / Clocktower area as well as the Wentworth area.

- In addition to having 4 members reside in the Bow Tree development, we have 5 members now that live in properties that are adjacent to the Wentworth area.
- We feel we have proven to not only be successful harvesting deer out of Bow Tree and Wentworth, we also feel we have led by example in Bow Tree and Wentworth with our stewardship with the residents, our watching and cleaning of the area.
- In 2022-2023, we harvested 18 deer from Bow Tree and 4 deer from Wentworth.

The club is presently comprised of approximately 50% East Goshen residents with the other 50% from neighboring adjacent townships. Our 11 current members have individually between 25 to 30 years of bow hunting experience. Our club abides by all the Pennsylvania Game Commission laws, as well as all the rules set forth by the East Goshen Township Deer Management Committee. Additionally, we have an East Goshen resident member who is also a retired Pennsylvania Game Commission warden.

Last year, 2022-2023, was our tenth year in the East Goshen Deer Management Program. We harvested 22 deer and all of the deer were average to above average size and very healthy. We had zero incidents, and continued our mission of facilitating good will with the surrounding Bow Tree / Clocktower and Wentworth development residents. We have completed our clean-up day of both the Bow Tree Tract and Wentworth Tract on April 12.

May 1, 2023 Page 2



All members have passed our annual safety and marksmanship tests. All members are insured effective July 1st for \$2,000,000 general aggregate and \$1,000,000 per occurrence by Outdoors Insurance, Inc. None of our members have ever received a Game Commission violation or any felony or misdemeanor. Per our by-laws, any violations are subject to dismissal from our club. Any member who shows any form of poor judgment or disrespect while on Township property or surrounding areas will also be dismissed from our club.

All of our current active members have a vast array of community involvement in East Goshen and the surrounding areas, i.e., Great Valley Little League, West Chester Junior Boys Basketball, law enforcement, local churches, WCSD schools, etc. We all are extremely ethical and community-minded citizens.

Our members consist of various small business owners, retired executives, professionals and police officers, and those professions allow us the flexibility to hunt as much during the week as well as the weekends. Our archers practice 12 months a year on archery precision and skills, which affords us the ability to be very successful in the field. Typically, we hunt a 3-4 hour session in the morning or late afternoon, and focus our efforts when the weather conditions are favorable for a successful harvest. Unfortunately, the weather this past season did not present as many favorable hunting days as we would have liked to have seen.

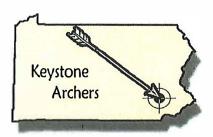
Over the past ten seasons hunting Bow Tree, we have received very positive feedback from a number of Bow Tree and Clocktower residents with respect to the discreteness of our hunting presence and the caretaker approach that we take with these properties. If requested, we would be more than happy to provide you with references from these East Goshen developments supporting the overall comfort level of these residents with Keystone Archers.

In addition, we frequently walk and monitor these properties year-round to "keep an eye on things" and just do not show up when it's hunting season. With most of us being EGT residents, we have a vested interest in the overall condition and longevity of these open spaces and not just a sole interest in showing up and hunting them. We believe that we have proven this with our actions over the past nine seasons.

We would be pleased to hunt any parcel of the East Goshen's Open Space Deer Management Program that would be assigned to us, but would love the opportunity to continue with the Bow Tree Tract and Wentworth Tract. As mentioned, we have 5 members that live adjacent to Wentworth and 4 members that live adjacent to the Bow Tree Tract. All of these members are longstanding residents of East Goshen Township.

Our group will offer 3-4 hours per archer that utilize the property to provide volunteer services to the Township. Our services could range from general cleanup to planting trees. Our service hours could also be utilized to educate specific homeowners within the Township that would like us to explain the balance between the deer herd and the community.

May 1, 2023 Page 3



We would also be pleased to set up additional tick tubes for residents or assist in posting Township properties. We are also available to advise the deer community as requested through the QDMA. Trash and rubbish cleanup on a parcel assigned to us could be another volunteer activity for us to partake in.

If selected by the Deer Management Committee to hunt on Township-owned land, we would follow all of the Township rules outlined in the Deer Management Program, including all the statistical tracking of the amount of time hunted and the amount of deer harvested by our club.

I speak on behalf of our entire club as I thank you for the opportunity to submit an application for our group to continue our devoted assistance with this program. As residents of the community, we are also stakeholders that understand the importance of making this deer management program a success and its reflection of the Township on all the residents of the Township.

Respectfully submitted,

David S. Kovach

President

Keystone Archers



April 11,2023

East Goshen Township Deer Management Committee 1580 Paoli Pike West Chester, PA 19380

RE: Formal Application for Main Line Whitetail Managers to hunt in East Goshen Township's Open Space Deer Management Plan

All members have passed our annual safety and marksmanship tests. All members are insured effective August 1 for \$1 million per Occurrence, \$2 million Aggregate by Outdoor Underwriters Inc. If a member shows any form of poor judgment while on township property or surrounding areas they will be dismissed.

Experience in East Goshen and nearby areas

- We were invited to hunt in East Goshen in 2007 on a property on North Chester Road. We found the area was used by deer, however, we could not get close enough to effectively hunt them due to safety zone requirements and lack of trees from which to hunt.
- We have been very efficient since 2002 in a 17-acre area in Thornbury Township, Chester County. We harvested over 123 deer since hunting in the area. Deer densities have stabilized and new deer do not move in as quickly now. We harvested 4 does in this area in 2013 and one buck.
- We are effective on a property owned by The Brandywine Conservancy in Devon that two of our members hunt.
- We have been effective since 2008 in the open space at Supplee in East Goshen Township. This is not an easy area to bow hunt from trees. We log a respectable amount of hours and will continue to manage the herd.
- Our members volunteer with various outdoor activities such as riparian buffer planting, trash clean-up, and invasive plant control. Most of our members volunteer on the board of directors in various national groups such as Safari Club International and Quality Deer Management Associates.
- We would be pleased to hunt any parcel assigned to us.

Main Line Whitetail Managers
435 Fox Meadow Ln • West Chester • PA • 19382
610 • 304 • 8922

- Our members harvested between 3 and 9 deer each last season. Previous seasons have seen individual numbers as high as 17.
- Our archers typically spend 10 15 archer hours per deer harvested. Our typical archer will hunt a 2 or 3-hour session in the morning or afternoon and harvest a deer every 4 or 5 hunts.
- We agree to abide by all PGC game laws as well as any limitations set forth by the township. We also abide to our strict code of ethics.
- Our group will offer 3 to 4 hours per archer that utilizes the property to provide volunteer services to the township. Our services could range from general cleanup to planting trees. Our service hours could also be utilized to educate specific homeowners within the township that would like us to explain the balance between the deer herd and community. We are also available to advise the deer committee as requested through the QDMA. Trash and rubbish cleanup on a parcel assigned to us could be another volunteer activity for us to partake.

If selected to hunt on township owned land we would propose offering the following services to the township in addition to balancing the deer population:

- A detailed log outlining observations while hunting on the property such as number and sex of deer observed, time observed, approximate age and antler size of deer observed, weather conditions, and other pertinent information.
- A detailed log of deer harvested including age, sex, weight, and doe lactating information.
- Self-imposed limits restricting buck harvesting to only mature animals with the major emphasis on significant doe reduction.

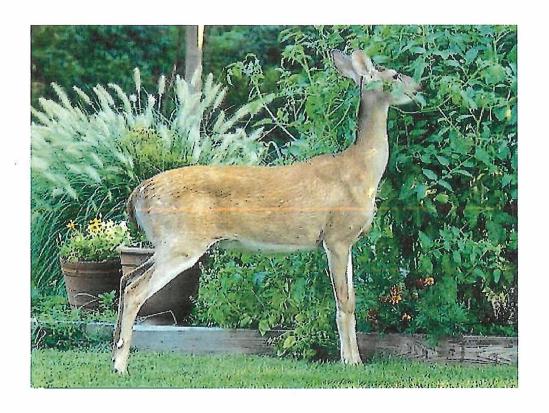
Respectfully Submitted,

James Beroit

James Benoit

Main Line Whitetail Managers

EAST GOSHEN TOWNSHIP OPEN SPACE DEER MANAGEMENT APPLICATION SOUTHEASTERN PENNSYLVANIA DEER MANAGEMENT ASSOCIATION (SPDMA) 2023-2024 SEASON



SOUTHEASTERN PENNSYLVANIA DEER MANAGEMENT ASSOCIATION Matt Price

April 6, 2023

The following documents that SPDMA meets listed requirements for Deer Management

Groups.

Mission:

The Southeastern Pennsylvania Deer Management Association (SPDMA) is a group of dedicated, competent and safety-conscious bow hunters organized to assist homeowners and farmers in the management of the deer herd in Southeastern Pennsylvania. When the deer herd is properly managed, landowners, local community, deer and many other wildlife species benefit.

Members:

SPDMA members are encouraged to donate excess venison that is not consumed by the family, to community-based organizations such as <u>Farmers and Hunters to Feed the Hungry</u> (FHFH).

The SPDMA is a non-profit organization under federal and state guidelines; its funding is entirely self-generated.

Conservation through Management is a guiding principle of the SPDMA – a strategy to improve the environment by keeping deer populations in balance with the human community and with other wildlife species. All services, including posting the managed property boundaries, are provided at no cost to cooperating landowners.

<u>Education</u> – Every member must successfully attend and pass a course of the <u>International</u> <u>Bowhunter Education Program</u> (IBEP).

<u>Legality</u> – Every member must be eligible to bowhunt in Pennsylvania, and must have no prior hunting violations.

<u>Experience</u> – Each member must have harvested at least five big game animals with a bow and arrow. Proof may be required.

<u>Skills</u> – Each member will be required to annually demonstrate proficiency with his bow and arrow, similar to the test administered by the IBEP.

<u>Duties</u> – Each member is asked to provide at least forty hours of hunting time on SPDMA deer-reduction projects.

<u>General Membership Meeting</u> – At least one General Membership Meeting per year must be attended for an update on current SPDMA status, policies, and other issues important to the group welfare.

<u>Insurance</u> – Each member is covered by a \$1,000,000 liability insurance policy while hunting on SPDMA projects.

PROPOSAL: SPDMA proposes the following Deer Management Plan for subject property noted in the East Goshen Township Open Space Deer Management Program.

(Wentworth). We are open to any suggestions or recommendations by the Deer Management Committee of East Goshen to take on additional property or switch to a different property.

We, as members of SPDMA, managed the Wentworth Open Space property during the 2014-2021 hunting seasons. We feel that we were rather successful in our 8 years of the program with no incidents to report and/or problems. We fulfilled all requests by residents within our success for venison with no cost to them and received kind thank-you letters in return. We will do our best to volunteer our services as needed for other community services upon request. We consider it a privilege to be able to participate in this initiative.

We would prefer to continue managing this space, Wentworth, since we have learned from experience how to continue reducing the deer population in this area, taking into consideration the obstacles that we faced during the 8 years we've participated.

(Neighbor interference & activity, deer travel patterns & bedding areas, access points to stands that limit interference with those areas, etc.)

A list of our members that may be participating in the East Goshen project is accompanying this application.

1. SITE ASSESSMENT AND HUNTING PLAN: Based upon sightings and harvests during the past few seasons, we only plan on utilizing the open space property an average of 6 hours per week, 1 or 2 hunts, possibly more at high activity times, such as

early season and during mating season. If trail cameras and sign indicate the need for more attention, we will most certainly adjust. We may not schedule hunts during several weeks, depending on the number of deer sightings and whether we chase deer out of the bedding areas while accessing stand locations. From our experience, a narrow property such as Wentworth will not stay a bedding/traveling area for long if there is too much human intrusion. We will hang a camera during the summer months and monitor it and re-evaluate.

We plan on using a bait station in accordance with PGC rules and regulations.

If you are receiving reports of a higher than usual deer population, we will adjust our hunting plan accordingly.

- 2. **DEER REDUCTION GOAL:** We will reduce the herd in the "open space" as opportunities arise. We will not pass up any opportunity to harvest a doe regardless of the size or age.
- 3. HUNTING PROCEDURES: SPDMA will abide by guidelines in the Program as established by the Board and the within the policies of SPDMA. The following are minimum guidelines to be followed at all times. Members realize that hunting privileges may be revoked by the Board or SPDMA for failure to abide the following policies of conduct or any infraction of the Pennsylvania Game Code.

SPDMA ADDITIONAL REQUIREMENTS:

SPDMA members will act in a professional and courteous manner at all times.

We will only allow members of SPDMA to hunt the subject properties in accordance with SPDMA by-laws, insurance requirements, and as directed by the Board.

Access to the property will be by those routes designated by the Board.

Identification plaques will be placed on the dashboard while participating in the program.

Tree stands must be temporary in design, must not damage trees in which they are affixed (as

defined by PGC), and must be removed at the end of each session.

Fall protection must be used when ascending, descending and while sitting in a tree stand.

Shots may not be taken during ingress or egress to the hunting area.

Deer drives are not permitted.

All attempts must be made to retrieve any lost arrows.

Members will utilize Quality Deer Management strategies and focus on harvesting adult does.

Written authorization slips and official identification must be carried at all times.

All wounded or unrecovered deer are to be reported to the Property Manager at the end of the hunt.

SPDMA will arrange for timely removal of any unrecovered deer found expired due to SPDMA hunting activities.

Harvested deer shall be removed from the property and transported in an inconspicuous manner.

4. SCHEDULING, LOGISTICS, AND COMMUNICATIONS: SPDMA utilizes the

Property Manager System for scheduling all hunts. One Property Manager (PM) is

assigned to the property who will act as liaison and single point of contact between SPDMA

and the Board. The Property Manager for East Goshen Township will be Matt Price.

Contact information: Matt Price

2117 2nd Ave

Whitehall, PA 18052

Cell: 610-442-3828

E-mail matt06p@gmail.com

SPDMA believes that to consistently harvest deer over the course of the season, deer must

remain undisturbed and maintain normal "daytime" habits. In order to provide a high level

of efficiency, the PM will develop a hunt plan that encompasses a season long strategy that

capitalizes on exploitable aspects of deer behavior as the season progresses. He/she will

assign an optimum number of hunters to the area based on deer reduction goals, and review

the plan with the hunters. Typically the plan will exploit changing food sources, prevailing

wind direction, bedding areas, pre peak and post breeding behaviors, exterior pressure, moon phase, climate conditions such as draught, temperature, high winds, storm fronts and other weather and environmental factors. The plan is reviewed periodically and updated based on hunter observation and changing conditions.

SPDMA will provide a list of assigned hunters to the Board. The list will provide name, address, contact information, member number, vehicle description and license plate number.

To insure a high success rate, hunters will only enter the hunt area when conditions are conducive to success, and avoid the area at all other times. This strategy enables us to allow deer to maintain normal daytime routines, prevents the patterning of hunting activities, reduces the incidence of naturalization and increases the deer's susceptibility to hunting. Capitalizing when optimum conditions exist requires flexibility on the hunter and landowner. Utilizing this strategy, a hunter, on average, may hunt only 1 time per week rarely 2 times per week in the same area. At times, a week or more may go by with no hunter activity. This will occur when conditions are not optimum for success.

During this time deer are resuming their routines and becoming increasingly secure when conditions are less preferable, and thus more susceptible on a later hunt under more advantageous conditions. SPDMA asks that the Board allow some flexibility and ease any prearranged or scheduled hunt requirements, or allow short notice enabling us to exploit conditions as they occur. Blackout dates (as described below) will still be in effect.

BLACKOUT DATES: SPDMA realizes the area is residential and that various community or personal events may take place during the year. SPDMA would like to institute the Blackout Date system for notifying its members as to NO HUNTING dates. A

representative of the Board need only notify the PM that no hunting will be allowed on a certain date.

Example: The community wishes to have a Columbus Day Parade on October 13 and does not want hunting to occur on that date. A representative from the Board will notify the PM of the Blackout Date. The PM will notify assigned members of the Blackout Date and no hunting occurs.

SPDMA REQUIREMENTS

SPDMA requests that the Board communicate to residents that flashlights may be used by assigned hunters when entering and leaving the property during darkness.

SPDMA requests that all Township Authorization Slips be signed and received by the PM no later that September 1 of each year.

SPDMA will donate surplus venison to needy families, Farmers and Hunters Feeding the Hungry, Community Kitchens, or similar public service organizations at no cost to the Township.

SPDMA requests a minimum 24 hour notification of any Blackout Date to allow sufficient time to notify its members.

2022-2023 Deer Harvest Information

BOWTREE 90022	7									
BOWTREE	-							4	1	3
BOWTREE										
SOWTREE 9/20/22 F								Wentworth	Male	Female
BOWTREE										
BOWTREE		1/18/23	r	AL	100	2.5	rerry, Dan			
SOWTREE										
SOWTREE										
SOWTREE		_								
BOWTREE	WENTWORTH									
BOWTREE										
BOWTREE								Supplee	Male	Female
BOWTREE										
BOWTREE		11/21/22	IVI	A	1/5	3.5	Storer, Nigel			
BOWTREE										
BOWTREE	,									
BOWTREE 9/20/22 F										
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BOWTREE		10/8/22	М	AL				1		
BOWTREE										
BOWTREE		9/29/22	F	AL	110	2.0	Garrity, Robert			
BOWTREE	SUPPLEE									
BOWTREE 9/20/22 F		\vdash						2	2	n
BOWTREE								wincreek	wate	remale
BOWTREE 9/20/22 F								Millorook	Mala	Fomala
BOWTREE 9/20/22 F										
BOWTREE 9/20/22 F										
BOWTREE		11/18/22	М	Α	170	3.0	Brabson, D			
BOWTREE 9/20/22 F		10/22/22	M	AL	90	1.0	Brabson, D			
BOWTREE	MILLCREEK								98	
BOWTREE										
BOWTREE					.,,	2.0	, 5470	Bowtree	Male	Female
BOWTREE 9/20/22 F										
BOWTREE										
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	BOWTREE								8	
Hunting Area Date M/F Antlered/Antlerless Weight Approx. Age Hunter	nunting Area	Date	M/F	Antiered/Antierless	Weight	Approx. Age	Hunter			

East Goshen Township 1580 Paoli Pike

West Chester, PA 19380

Voice: 610-692-7171 Fax: 610-692-8950

E-mail: dbrady@eastgoshen.org

Date: 7-13-2023

To: Board of Supervisors

From: Duane J. Brady Sr., Township Zoning Officer

706 Hemlock Hill Lane Re:

Escrow Release No. 2

Dear Board Members,

The Township Staff and Township Engineer have reviewed a second escrow release for 706 Hemlock Hill Lane. The total escrow amount was \$93,225.00 with the first release being \$65,925.00 dollar for a balance of \$27,300.00 dollars. The Second release will be for \$22,300.00 dollars for a balance of \$5,000.00 dollars. The remaining escrow money will be held until a for U&O has been issued for the house and all landscaping and E&S controls are approved by the Township Staff and Township Engineer.

Draft Motion:

Mr. Chairman, Township Staff recommends the escrow release of \$22,300.00 dollars.

Sincerely,
Decene & Beerly
Duane J. Brady Sr.

East Goshen Township

Zoning Officer

in accordance with the Township-Builders Escrow Agreement for public improvements for the above referenced project, we hereby request public monies to be released from escrow for the following items of work which have been completed

Item	Description of Work		Scheduled value		reviously approved		This period	-	Total completed		Balance to finish
1	Site Prep and Erosion Controls		-1.61								
а.		\$	3,500.00	\$	3,500.00	\$	-	\$	3,500,00	\$	2.00
b.	Construction Entrance	\$	1,200.00	\$	1,200.00	\$	•	\$		\$	
c.	Erosion Control Measures	\$	2,300.00	\$	1,725.00	\$	575.00	\$	2,300,00	\$	
d.	Tree Fence Protection	\$	500,00	\$	500.00	\$		\$	500.00	\$	-
e.	Maint and Removal of E&S Measures	\$	650.00		650.00	\$		\$	650,00	\$	
	Subtotal	\$	8,150.00	\$	7,575.00	\$	575.00	\$	8,150.00	\$	50 2 0
	Site Prep and Erosion Controls This Period - Subtotal					\$	575,00				
2	Earthwork Strip Topsoil	\$	1,600.00	¢	1,600,00	\$		\$	1,600.00	¢	
	Site Grading	\$	4,800.00	\$	4,800.00	\$	-	\$	4,800,00		-
	Subtotal	\$	6,400.00	\$	6,400.00		-	\$	6,400.00		
	Stormwater Management This Period - Subtotal					\$					
	Sanitary Sewer										
	1 1/4" Force Main	\$	4,480.00		4,480.00			\$	4,480.00		7
	Lateral Driveway Crossing	\$	1,600.00	\$	1,600.00	\$	8	\$		\$	*
	Proposed Manhole and Tie Ir	\$	3,100.00	\$	3,100.00	\$	5	\$	3,100.00		
	Proposed Grinder Pumps	\$	7,500.00	\$	7,500.00	\$		\$	7,500.00		
24 (6)	Subtotal	\$	16,680.00	\$	16,680,00	\$	-	\$	16,680.00	\$	-
	Sanitary Sewers This Period - Subtotal					\$					
	Stormwater Management_ Crushed Stone Infiltration Bed (includes Stone, Piping, Insp. Port, Earth Berm	\$	14,000.00	æ	14,000,00	•	222	\$	14,000.00	•	
	8" Roof Drains and Connections	\$	2,520.00	\$	2,520.00		940	\$ \$	2,520.00		
	Rain Garden Vegetation	\$	3,000.00		3,000.00			\$	3,000,00		
0.	Subtotal	\$	19,520.00		19,520.00			\$	19,520.00		-
	Stomwater Management This Period - Subtotal					\$					
5	Utilities										
	Well installation	\$	8,100,00		7.0	\$	8,100.00		8,100.00		-
	Water Lateral	\$	1,100,00			\$	1,100,00	\$	1,100.00		100
	Testing and Sterilization	\$	650,00		-	\$	650,00	\$	650,00		
d.	Electric Trench and Install	\$	2,100.00			\$	2,100.00		2,100.00		
	Subtotal	\$	11,950.00	\$		\$	11,950,00	\$	11,950,00	\$	-
	Utilities This Period - Subtotal					\$	11,950.00				
	Paving Driveway Improvements	•	7,800.00	•	7,800.00	\$		•	7 000 00	•	5.
	Paver Pull off Area (Includes Penneable Paver and Stormwater Bed Detail	\$ \$	2,200,00	\$	2,200.00	\$		\$	7,800.00 2,200.00	\$	- 20
ь.	Subtotal	\$	10,000.00		10,000.00	\$	-	\$	10,000.00		
	Paving This Period - Subtotal					\$	38				
	<u>Misc</u>										
	Landscaping	\$	11,500.00		5,750.00	\$	750.00		6,500,00		5,000.00
b,	BMP Inspection and Certification	\$_	550,00	\$	# H	\$	550.00		550,00		
	Subtotal	\$	12,050,00	\$	5,750.00	\$	1,300,00	\$	7,050,00	\$	5,000.00
	Paving This Period - Subtotal					\$	1,300.00				
	SUBTOTAL (Items 1 through 8)	\$	84,750.00	\$	65,925,00	\$	13,825.00	\$	79,750.00	\$	5,000.00
	10% CONTINGENCY	\$	8,475.00	\$	*	\$	8,475,00	\$	8,475,00	\$	
	TOTAL	\$	93,225.00	\$	65,925.00	\$	22,300.00	\$	88,225,00	\$	5,000.00
5	APPROVED THIS RELEASE					\$	22,300,00		,	8	

Memorandum

East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Voice: 610-692-7171 Fax: 610-692-8950

E-mail: dbrady@eastgoshen.org

Date: 7-13-2023

To: Board of Supervisors

From: Duane J. Brady Sr., Township Zoning Officer Re: SWM O&M Agreement / 927 Linda Vista Drive

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 927 Linda Vista Drive. The Property owner, Sherri Stuart is constructing an in-ground pool with a total of 497 square feet of new impervious surface. The stormwater management system was reviewed and approved by Township staff.

Recommendation:

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

Draft Motion:

I move that the Board authorize the Chair to sign the stormwater management operation and maintenance agreement for the in-ground pool located at 927 Linda Vista Drive.

Dune I Roods S.

Duane J. Brady Sr.

East Goshen Township

Director of Zoning and Codes



9+1 day of June 20 23.

UPI No. 53-4-69.40

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

by and between SHEREI STURRT day of June 20 23,
by and between STURRT
, (hereinafter the "Landowner"), and East Goshen
Township, Chester County, Pennsylvania, (hereinafter "Township").
WITNESSETH:
WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, at Deed Book 10964 and Page 891 having a UPI number of (hereinafter "Property"); and
WHEREAS, the Landowner recognizes that the Stormwater Management Facility located on the Property at: 927 LINDA VISTA DR., WEST CHESTER, PA 1938
(address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and
WHEREAS, the Township and the Landowner, for themselves and their administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that a Stormwater Management Facility be constructed and maintained on the Property; and

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

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

Conveyance – As specifically identified in the Stormwater Management Site Plan (herein after "Plan"), a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, and like facilities or features. The Conveyances identified in the Plan are permanent appurtenances to the Property; and

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

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

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

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

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

- 4. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property from the public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the Storm Water Management Facility whenever it deems necessary for compliance with this Agreement and the Township's Stormwater Management Ordinance (as amended). Whenever possible, the Township shall notify the Landowner prior to entering the Property.
- 5. The Landowner acknowledges that, per the Township's Stormwater Ordinance, it is unlawful, without written approval of the Township, to:
 - a. Modify, remove, fill, landscape, alter or impair the effectiveness of any Storm Water Management Facility that is constructed as part of the Plan;
 - b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a Storm Water Management Facility that would limit or alter the functioning of the Storm Water Management Facility;
 - c. Allow the Storm Water Management Facility to exist in a condition which does not conform to the Plan or this Agreement; and
 - d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, swimming pool additives, household chemicals and automotive fluids to directly or indirectly enter any Storm Water Management Facility.
- 6. In the event the Landowner fails to operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the Township's Stormwater Ordinance, and the Landowner agrees that the Township or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said Storm Water Management Facility. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said Storm Water Management Facility, and in no event shall this Agreement be construed to impose any such obligation on the Township.
- 7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

- 8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
- 9. The Landowner, their executors, administrators, assigns, heirs, and other successors in interests, hereby release and shall release the Township, its employees, agents and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township and/or its said employees, agents or representatives, arising out of the construction, presence, existence, or maintenance of the Storm Water Management Facility either by the Landowner or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Landowner and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or threatened claim, suit, action or proceeding against the Township or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township, its employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any costs and expenses incurred by the Township, including attorney's fees, regarding said damages, judgment or claims.
- 10. The Township may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Landowner for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.
- 11. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Township of its rights of enforcement hereunder.
- 12. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the Storm Water Management Facility prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all terms and conditions of this Agreement.
- 13. This Agreement shall inure to the benefit of and be binding upon, the Township and the Landowner, as well as their respective heirs, administrators, executors, assigns and successors in interest.
- 14. This Agreement shall be recorded at the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, in perpetuity.

IN WITNESS WHEREO written above.	F, the	parties have executed this Agreement the date firs
written above.		
		LANDOWNER Jury ment
		SHEGEI STURIE!
Duganne -	BY:	Suzanne Herr
Witness		Name:
James McMeray	BY:	Tames Mc Menamin
Witness		Name:
		TOWNSHIP
Attest:		
		EAST GOSHEN TOWNSHIP
	BY:	
Derek Davis, Secretary	ы.	Chairman
<i>, ~</i>		Doord of Cumowidays

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

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

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

Commonwealth of Pennsylvania - Notary Seal Loretta Gallagher, Notary Public **Chester County**

My commission expires February 23, 2024 Commission number 1236569

Member, Pennsylvania Association of Notaries

My Commission Expires: Feli 23, 224

COMMONWEALTH OF PENNSYLVANIA	:
_	S
COUNTY OF CHESTER	:
for the Commonwealth of Pennsylvania,	, 20, before me, a notary public in and the undersigned officer, personally appeared knowledged himself to be the Chairman of the
Board of Supervisors of East Goshen To	ownship, and that he/she, as such official, being ing instrument for the purposes therein contained.
WITNESS my hand an official seal th	e day and year aforesaid.
-	Notary Public
My Commission Expires:	

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EAST GOSHEN TOWNSHIP

STORMWATER MANAGEMENT PERMIT APPLICATION

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199

(Messeanina) PH	IONE (610)-692-610-692-7171	FAX (610)-692-8950 <u>www.eastgoshen</u>	org
Date: _03-06-23	Tax Parcel No.: 53 - <u>4-69.4</u>	0	MARU 7 at 2
Property Owner:	Sherri L. Stuart		(A 10 SEC 10)
Property Address:	927 Linda Vista Drive)	The state of the s
Telephone Number	<u>,</u> 610-563-8768	Fax Number:	
	nrrstuart@aol.com		
		SOC. Email Address: eleeson@wallac	celandscape.com
		_Fax Number:	
Area of Lot (square	e feet): <u>43,560</u> Area of <u>pro</u>	posed new impervious coverage (squa	re feet): <u>497</u>
Area of impervious	coverage (square feet) added	I to the property since 10/22/2003:	653
Cumulative area of	impervious coverage (area ac	dded since 10/22/2003 + proposed area	<u>).</u> 1,150
		3 AND EFFECTIVE ON JANUARY 1, 20 ITIONS, DRIVEWAYS, PATIOS, DECKS	
Is the cumulative are	ea of impervious coverage <u>(No</u>	<u>ted Above)</u> greater than 2,000 square f	eet?
■ No ☐ Yes	Go to Step One Go to Step Six		
Step One: Is the new an area of 240 sq. ft.		of a new storage shed to be placed or	ı the property with
■ No □ Yes		of new impervious coverage shall be main of 6" deep, which extends at least one f tached detail; A.4)	•
Step Two: Is the inc	rease in impervious coverage	a result of a new deck?	
■ No □ Yes		impervious coverage can be managed or ture such as those shown in <i>Fig. A.3. or a</i>	
Step Three: Is the ne	w (proposed) impervious cove	erage greater than 500 square feet?	
No Yes U:\Lynn\Forms\Stormwater M	Go to Step Four. Go to Step Five. Igmt App 02032016.doc		

East Goshen Township Stormwater Management Application

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

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

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

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

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

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

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

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

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

Sherri Stuart

Signature of Contractor

March 6, 2023

Date

Date

Date

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

Memorandum

East Goshen Township 1580 Paoli Pike West Chester, PA 19380

Voice: 610-692-7171 Fax: 610-692-8950

E-mail: dbrady@eastgoshen.org

Date: 7-13-2023

To: Board of Supervisors

From: Duane J. Brady Sr., Township Zoning Officer Re: SWM O&M Agreement / 901 Sorrell Hill Drive

Dear Board of Supervisors,

The Township staff has received a Stormwater Management Operation and Maintenance Agreement (Simplified Approach) for 901 Sorrell Hill Drive. The Property owner, Frank Petruzielo is constructing an in-ground pool with a total of 941.97 square feet of new impervious surface. The stormwater management system was reviewed and approved by Township staff.

Recommendation:

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

Draft Motion:

I move that the Board authorize the Chair to sign the stormwater management operation and maintenance agreement for the in-ground pool located at 901 Sorrell Hill Drive.

Thank you.

Done J. Brady Sr.

East Goshen Township

Director of Zoning and Codes

UPINO. 53-2-45.1

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

THIS AGREEMENT, made and entered into this 23 day of MAY 20 25 by and between FRANK R. PETRUZIELO & SHARON P. PETRUZIELO
by and between FRANK R. PETRUZIELO & SHARON P. PETRUZIELO
, (hereinafter the "Landowner"), and East Goshen
Township, Chester County, Pennsylvania, (hereinafter "Township").
WITNESSETH:
WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the Office of the Recorder of Deeds of the County of Chester Pennsylvania, at Deed Book /0304 and Page /828 having a UPI number of the County of Chester (hereinafter "Property"); and
WHEREAS, the Landowner recognizes that the Stormwater Management Facility located on the Property at: 901 SOLNELL HILL DAIVE,
MALVERN, PA 19355-2899
(address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and

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

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

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

Conveyance – As specifically identified in the Stormwater Management Site Plan (herein after "Plan"), a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, and like facilities or features. The Conveyances identified in the Plan are permanent appurtenances to the Property; and

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

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

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

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

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

- 4. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property from the public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the Storm Water Management Facility whenever it deems necessary for compliance with this Agreement and the Township's Stormwater Management Ordinance (as amended). Whenever possible, the Township shall notify the Landowner prior to entering the Property.
- 5. The Landowner acknowledges that, per the Township's Stormwater Ordinance, it is unlawful, without written approval of the Township, to:
 - a. Modify, remove, fill, landscape, alter or impair the effectiveness of any Storm Water Management Facility that is constructed as part of the Plan:
 - b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a Storm Water Management Facility that would limit or alter the functioning of the Storm Water Management Facility;
 - c. Allow the Storm Water Management Facility to exist in a condition which does not conform to the Plan or this Agreement; and
 - d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, swimming pool additives, household chemicals and automotive fluids to directly or indirectly enter any Storm Water Management Facility.
- 6. In the event the Landowner fails to operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the Township's Stormwater Ordinance, and the Landowner agrees that the Township or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said Storm Water Management Facility. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said Storm Water Management Facility, and in no event shall this Agreement be construed to impose any such obligation on the Township.
- 7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

- 8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
- 9. The Landowner, their executors, administrators, assigns, heirs, and other successors in interests, hereby release and shall release the Township, its employees, agents and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township and/or its said employees, agents or representatives, arising out of the construction, presence, existence, or maintenance of the Storm Water Management Facility either by the Landowner or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Landowner and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or threatened claim, suit, action or proceeding against the Township or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township, its employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any costs and expenses incurred by the Township, including attorney's fees, regarding said damages, judgment or claims.
- 10. The Township may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Landowner for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.
- 11. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Township of its rights of enforcement hereunder.
- 12. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the Storm Water Management Facility prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all terms and conditions of this Agreement.
- 13. This Agreement shall inure to the benefit of and be binding upon, the Township and the Landowner, as well as their respective heirs, administrators, executors, assigns and successors in interest.
- 14. This Agreement shall be recorded at the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, in perpetuity.

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

LANDOWNER

Witness Witness	BY:	Name: Sharon to titruzielo Name:
Attest:		TOWNSHIP EAST GOSHEN TOWNSHIP
Derek Davis, Secretary	BY:	Chairman Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

SS

On this, the 39 day of May, 2033, before me, the undersigned officer, personally appeared frank & Petrolich March Petrolich, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal MARISELA RENTERIA - Notary Public Chester County

My Commission Expires May 14, 2025 Commission Number 1352482 Marila youth Notary Public

My Commission Expires: MAY 14, 2025

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER ss :
On thisday of, 20, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared, who acknowledged himself to be the Chairman of the
Board of Supervisors of East Goshen Township, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.
WITNESS my hand an official seal the day and year aforesaid.
Notary Public
My Commission Expires:



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EAST GOSHEN TOWNSHIP

STORMWATER MANAGEMENT PERMIT APPLICATION

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199

PHONE (610)-692-610-692-7171 FAX (610)-692-8950 <u>www.eastgoshen.org</u>

Date:	Tax Parcel No.: 53	
Property Owner:	: Frank Potruzielo	≟ ≋
Property Addres	ss: 901 Sorrell Hill Drive Malvern PA 19355	
Telephone Numb	ber: <u>구구0.용16.806년</u> Fax Number:	
Email <u>Address:</u>	fpetruzielo@gmail.com	
Contractor Name	e: Arista Pool + Spa In Email Address: Permits arista Egm	2,1.00
	ber: 60. 489. 6000 Fax Number: 610.489. 2500	
Area of Lot (squ	rare feet): 13,098 Area of <u>proposed</u> new impervious coverage (square feet): 9	1197
	ous coverage (square feet) added to the property since 10/22/2003:	>
<u>Cumulative area</u>	of impervious coverage (area added since 10/22/2003 + proposed area):	
FACILITIES T	PERVIOUS COVERAGE PROPOSED SHALL REQUIRE STORMWATER MANAGEME O MANAGE THE INCREASED STORMWATER AS PER §195 OF THE TOWNSHIP CO ADOPTED ON 19 NOVEMBER 2013 AND EFFECTIVE ON JANUARY 1, 2014. S COVERAGE IS: BUILDING ADDITIONS, DRIVEWAYS, PATIOS, DECKS, SHEDS, ET	DDE
DESIGN CRITERIA	<u>A:</u> 100	
Is the cumulative a	area of impervious coverage <u>(Noted Above)</u> greater than 2,000 square feet?	
∕∕ ∑ Yes	Go to Step One Go to Step Six	
Step One: Is the no an area of 240 sq.	new impervious coverage a result of a new storage shed to be placed on the proper ft. or less?	ty with
⊠ No □ Yes	Go to Step Two. The storm water from this area of new impervious coverage shall be managed on site use of a stone base, a minimum of 6" deep, which extends at least one foot from the structures' drip edges. (See attached detail; A.4)	e by the
Step Two: Is the i	increase in impervious coverage a result of a new deck?	
⊠ No □ Yes	Go to Step Three. The storm water from this new impervious coverage can be managed on site with the a stormwater management feature such as those shown in <i>Fig. A.3. or A.5.</i>	e use of
Step Three: Is the	new (proposed) impervious coverage greater than 500 square feet?	
∬ No ∰Yes	Go to Step Four. Go to Step Five.	

East Goshen Township Stormwater Management Application

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

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

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

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

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

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

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

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

Signature of Property Owner

Signature of Contractor

Date

2/17/23

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