Prepared by and return to:

KRISTIN S. CAMP, ESQUIRE Buckley, Brion, McGuire & Morris LLP 118 West Market Street, Suite 300 West Chester, Pennsylvania 19382 (610) 436.4400

UPI No. 52-1-1.24

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_\_, 2019 by and between RICHARD P. MARINELLI and MICHELE MARINELLI, adult individuals with an address of 1266 Knollwood Drive, West Chester, PA 19380 (the "Grantors") and WEST GOSHEN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania with an address of 1025 Paoli Pike, West Chester, PA 19380 (the "Township").

## BACKGROUND

WHEREAS, Grantors are the fee simple owners of that certain property located along the southwest side of Knollwood Drive in the Township of West Goshen, Chester County, Pennsylvania, more particularly identified as Chester County Tax Parcel No. 52-1-1.24 (the "Property"); and

**WHEREAS**, a creek located on the Property flows underneath Knollwood Drive through a corrugated metal pipe (the "Pipe");

**WHEREAS**, the Pipe is failing and causing Knollwood Drive to collapse near the Pipe;

**WHEREAS**, the Township must remedy the collapse of Knollwood Drive by slip lining the Pipe and installing concrete end walls on either end of the Pipe, including one concrete end wall on the Property;

WHEREAS, in order to slip line the Pipe and install the concrete endwall, the Township requires, and the Grantors are willing to grant, a temporary construction easement over approximately 382 square feet of the Property consistent with the terms of this Agreement; and

**WHEREAS**, in order to maintain the Pipe and the concrete endwall installed on the Property, the Township requires, and the Grantors are willing to grant, a permanent stormwater drainage and access easement over a 1,752 square feet of the Property consistent with the terms of this Agreement.

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

1. **Incorporation of Recitals.** The Recitals set forth in the Background section are incorporated herein as if here set forth in their entirety.

2. <u>**Grant of Temporary Construction Easement.</u>** For and in consideration of the sum of One Dollar (\$1.00), Grantors hereby grant and convey to the Township and its agents, employees and contractors a temporary construction easement (the "Temporary Easement") over and across approximately 382 square feet of the Property (the "Temporary Easement Area") which is identified as "Temporary Construction Easement" on the Easement Exhibit prepared by Carroll Engineering Corporation, dated November 4, 2019, such plan attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference (the "Plan"). The Temporary Easement Area shall be used by the Township and its agents, employees and contractors to store materials and equipment, to access and slip line the Pipe, to install the concrete endwall and to perform any lawful activities reasonably necessary in order to complete the slip lining of the Pipe and the installation of the concrete endwall.</u>

3. <u>Term of Temporary Construction Easement.</u> The term of the Temporary Easement shall begin upon the execution of this Agreement and shall terminate upon the completion of the slip lining of the Pipe, the installation of the concrete endwall and the restoration of the Property associated with such work by the Township.

## 4. <u>Construction Fencing and Restoration.</u>

A. During any use of the Temporary Easement granted hereinabove, the Township shall maintain temporary construction fencing along the perimeter of the Temporary Easement Area to direct members of the public away from the Temporary Easement Area. Such construction fencing shall not restrict or impede access to the Property.

B. Upon the completion of the slip lining of the Pipe and the installation of the concrete endwall, the Township shall fully restore the surface of the ground of the Property to substantially its condition prior to such disturbance. Any areas within or immediately outside the Temporary Easement Area which were disturbed shall be filled, compacted and seeded with grass as may be necessary to restore the surface of the Property to substantially its condition prior to such disturbance.

5. **<u>Grant of Permanent Easement.</u>** For and in consideration of the sum of One Dollar (\$1.00), Grantors hereby grant and convey to the Township and its agents, employees and contractors a permanent stormwater easement over and across approximately 1,752 square feet of the Property (the "Permanent Easement Area") which is identified as "Permanent Stormwater Easement" on the Plan. The Permanent Easement Area shall be used by the Township and its agents, employees and contractors to maintain a portion of the Pipe and concrete end wall.

6. Indemnification and Insurance Provisions. The Township shall indemnify and save harmless Grantors from any claims, demands, suits or judgments whatsoever arising as a result of the Township's use and occupancy of the Temporary Easement Area during the slip lining of the Pipe and the installation of the concrete endwall, except for claims that arise from Grantors' negligence. At all times while performing work on the Property, the Township and its agents, servants and employees, and all contractors and subcontractors performing the work contemplated by this Agreement, shall carry or be required by the Township to carry and maintain in full force and effect, general liability insurance and worker's compensation insurance in the minimum statutory amount(s) mandated by the Commonwealth of Pennsylvania.

7. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

8. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

9. **<u>Binding Effect</u>**. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, executors, administrators, successors and assigns of the respective parties. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.

10. <u>Modifications.</u> This Agreement shall not be changed, modified, amended, withdrawn or canceled except by written document executed by Grantors and the Township.

11. <u>**Recording.**</u> This Agreement shall be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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

Witness:	GRANTORS:
	Richard P. Marinelli
	Michele Marinelli
Attest:	WEST GOSHEN TOWNSHIP:
Casey LaLonde, Secretary	By: Robin Stuntebeck Chair, Board of Supervisors

COUNTY OF CHESTER :

On this, the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared **RICHARD P. MARINELLI AND MICHELE MARINELLI**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

:ss

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

Notary Public

COUNTY OF CHESTER

On the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared Robin Stuntebeck, who acknowledged herself to be the Chair of the Board of Supervisors of **WEST GOSHEN TOWNSHIP**, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Township as such officer.

:ss

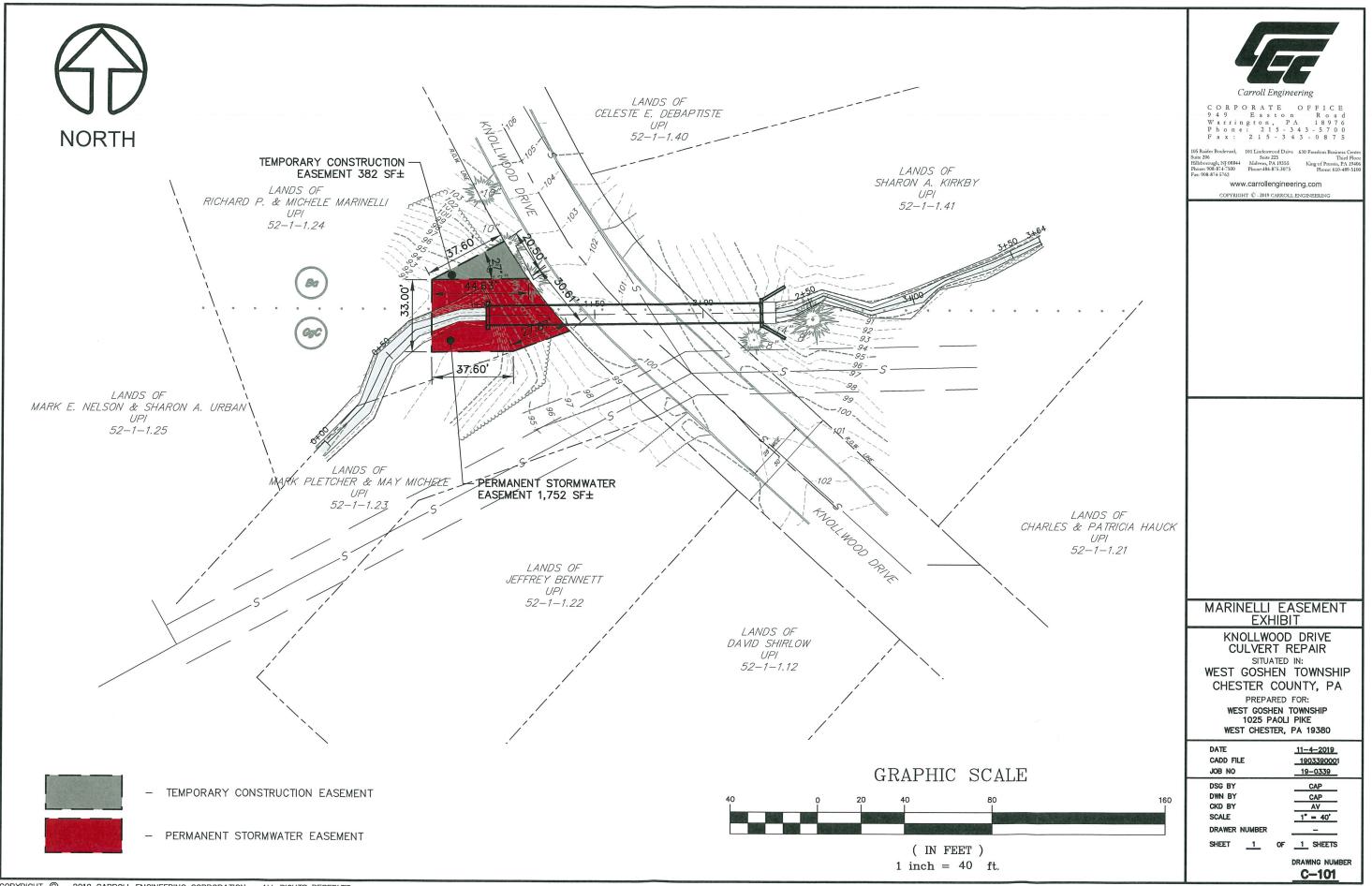
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IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

## EXHIBIT "A"

The Plan



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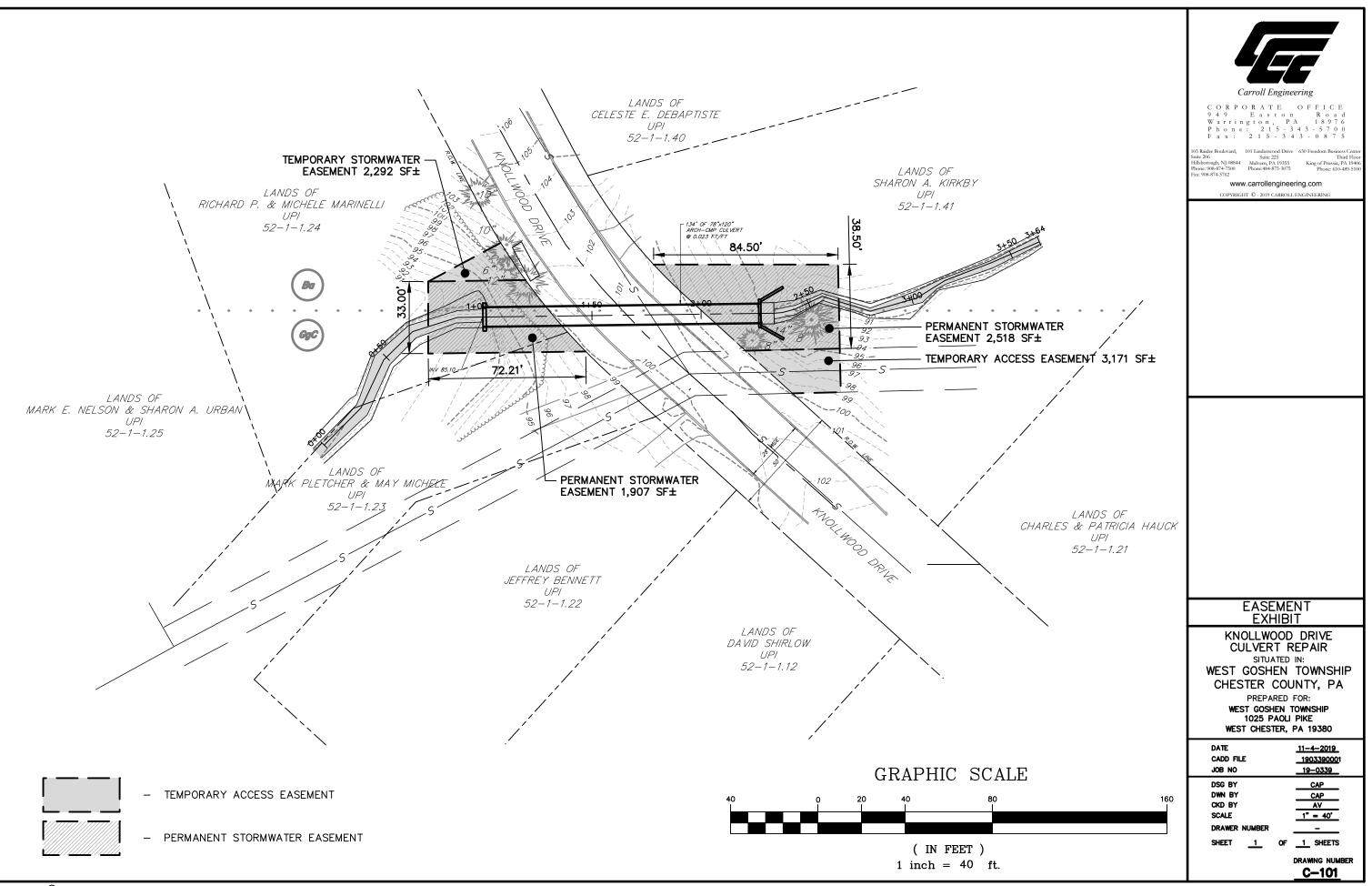
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Prepared by and return to:

KRISTIN S. CAMP, ESQUIRE Buckley, Brion, McGuire & Morris LLP 118 West Market Street, Suite 300 West Chester, Pennsylvania 19382 (610) 436.4400

UPI No. 52-1-1.23

## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_\_, 20\_\_\_\_ by and between MARK PLETCHER and MICHELE MAY PLETCHER, adult individuals with an address of 1264 Knollwood Drive, West Chester, PA 19380 (the "Grantors") and WEST GOSHEN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania with an address of 1025 Paoli Pike, West Chester, PA 19380 (the "Township").

## BACKGROUND

**WHEREAS**, Grantors are the fee simple owners of that certain property located along the northwest side of Knollwood Drive at 1264 Knollwood Drive in the Township of West Goshen, Chester County, Pennsylvania, more particularly identified as Chester County Tax Parcel No. 52-1-1.23 (the "Property"); and

**WHEREAS**, a creek located on the Property flows underneath Knollwood Drive through a corrugated metal pipe (the "Pipe");

**WHEREAS**, the Pipe is failing and causing Knollwood Drive to collapse near the Pipe;

**WHEREAS**, the Township must remedy the collapse of Knollwood Drive by slip lining the Pipe and installing concrete end walls on either end of the Pipe, including one concrete end wall on the Property;

**WHEREAS**, in order to maintain the Pipe and the concrete endwall installed on the Property, the Township requires, and the Grantors are willing to grant, a permanent stormwater easement over approximately 155 square feet of the Property consistent with the terms of this Agreement.

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

1. **Incorporation of Recitals.** The Recitals set forth in the Background section are incorporated herein as if here set forth in their entirety.

2. <u>**Grant of Permanent Easement.</u>** For and in consideration of the sum of One Dollar (\$1.00), Grantors hereby grant and convey to the Township and its agents, employees and contractors a permanent stormwater easement over and across approximately 155 square feet of the Property (the "Permanent Easement Area") which is identified as "Permanent Stormwater Easement" on the Plan. The Permanent Easement Area shall be used by the Township and its agents, employees and contractors to maintain a portion of the Pipe and concrete endwall.</u>

## 3. **Restoration.**

Upon the completion of the slip lining of the Pipe and the installation of the concrete endwall, the Township shall fully restore the surface of the ground of the Property to substantially its condition prior to such disturbance. Any areas of the Property which were disturbed shall be filled, compacted and seeded with grass as may be necessary to restore the surface of the Property to substantially its condition prior to such disturbance.

4. Indemnification and Insurance Provisions. The Township shall indemnify and save harmless Grantors from any claims, demands, suits or judgments whatsoever arising as a result of the Township's use and occupancy of the Property during the slip lining of the Pipe and the installation of the concrete end wall, except for claims that arise from Grantors' negligence. At all times while performing work on the Property, the Township and its agents, servants and employees, and all contractors and subcontractors performing the work contemplated by this Agreement, shall carry or be required by the Township to carry and maintain in full force and effect, general liability insurance and worker's compensation insurance in the minimum statutory amount(s) mandated by the Commonwealth of Pennsylvania.

5. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

6. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

7. **Binding Effect.** This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, executors, administrators, successors and assigns of the respective parties. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.

8. <u>Modifications.</u> This Agreement shall not be changed, modified, amended, withdrawn or canceled except by written document executed by Grantor and the Township.

9. <u>**Recording.**</u> This Agreement shall be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania.

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

Witness:	GRANTORS:
	Mark Pletcher
	Michele May Pletcher
Attest:	WEST GOSHEN TOWNSHIP:
Casey LaLonde, Secretary	By: Robin Stuntebeck Chairperson, Board of Supervisors

3

COUNTY OF CHESTER :

On this, the <u>day of</u>, 20, before me, the undersigned officer, personally appeared, **MARK PLETCHER** and **MICHELE MAY PLETCHER**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

COUNTY OF CHESTER :

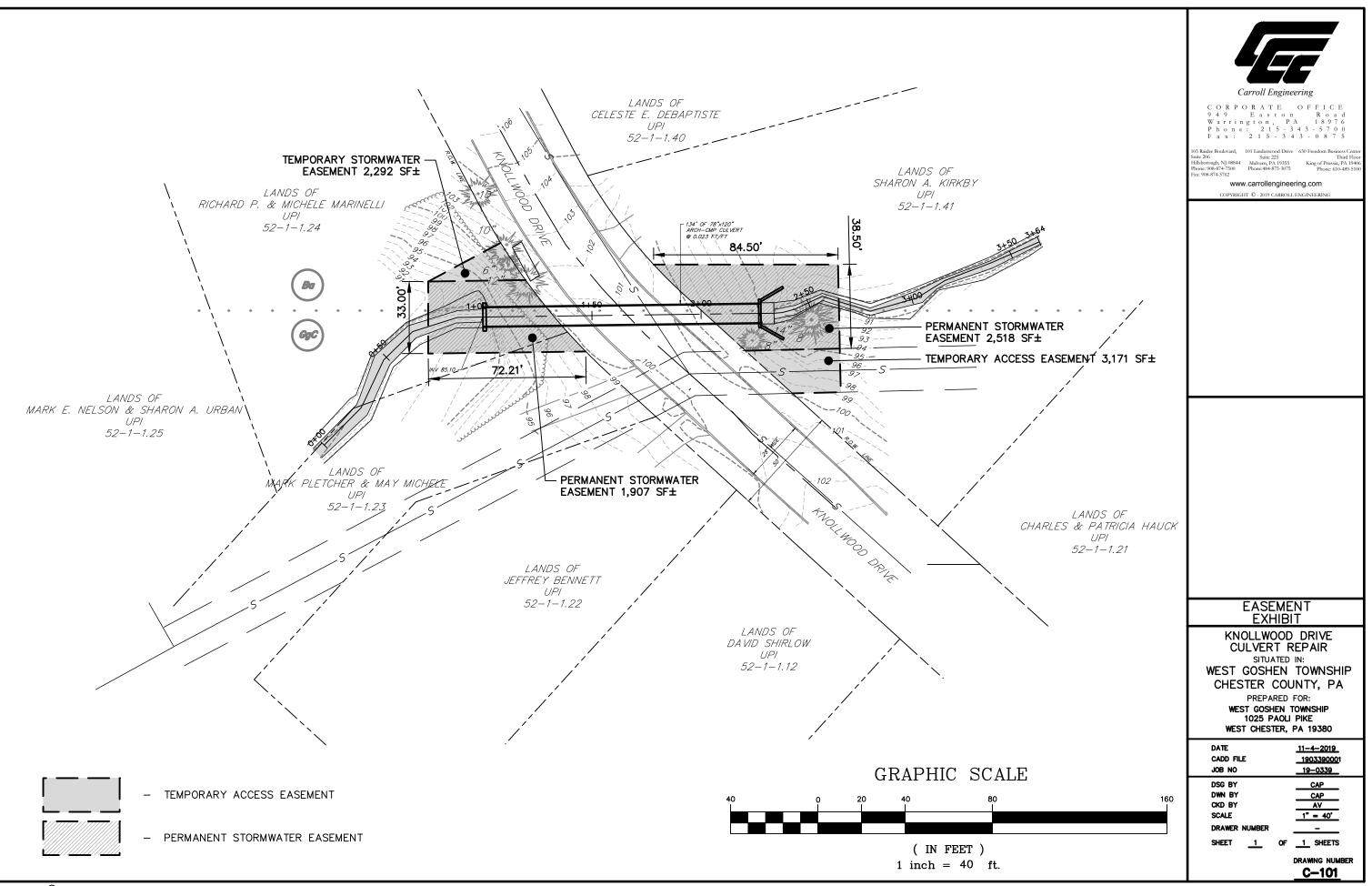
On the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared Robin Stuntebeck, who acknowledged herself to be the Chairperson of the Board of Supervisors of **WEST GOSHEN TOWNSHIP**, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Township as such officer.

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

Notary Public

## EXHIBIT "A"

The Plan



COPYRIGHT  $\bigcirc$  – 2019 CARROLL ENGINEERING CORPORATION – ALL RIGHTS RESERVED

Prepared by and return to:

KRISTIN S. CAMP, ESQUIRE Buckley, Brion, McGuire & Morris LLP 118 West Market Street, Suite 300 West Chester, Pennsylvania 19382 (610) 436.4400

UPI No. 52-1-1.41

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_\_, 20\_\_\_\_ by and between SHARON A. KIRKBY, an adult individual with an address of 1261 Knollwood Drive, West Chester, PA 19380 (the "Grantor") and WEST GOSHEN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania with an address of 1025 Paoli Pike, West Chester, PA 19380 (the "Township").

## BACKGROUND

**WHEREAS**, Grantor is the fee simple owner of that certain property located along the northeast side of Knollwood Drive in the Township of West Goshen, Chester County, Pennsylvania, more particularly identified as Chester County Tax Parcel No. 52-1-1.41 (the "Property"); and

**WHEREAS**, a creek located on the Property flows underneath Knollwood Drive through a corrugated metal pipe (the "Pipe");

**WHEREAS**, the Pipe is failing and causing Knollwood Drive to collapse near the Pipe;

**WHEREAS**, the Township must remedy the collapse of Knollwood Drive by slip lining the Pipe and installing concrete end walls on either end of the Pipe, including one concrete end wall on the Property;

WHEREAS, in order to slip line the Pipe and install the concrete endwall, the Township requires, and the Grantor is willing to grant, a temporary construction easement over approximately 654 square feet of the Property consistent with the terms of this Agreement; and

**WHEREAS**, in order to maintain the Pipe and the concrete endwall installed on the Property, the Township requires, and the Grantor is willing to grant, a permanent stormwater easement over approximately 2,518 square feet of the Property consistent with the terms of this Agreement.

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

1. **Incorporation of Recitals.** The Recitals set forth in the Background section are incorporated herein as if here set forth in their entirety.

2. <u>**Grant of Temporary Construction Easement.</u>** For and in consideration of the sum of One Dollar (\$1.00), Grantor hereby grants and conveys to the Township and its agents, employees and contractors a temporary construction easement (the "Temporary Easement") over and across approximately 654 square feet of the Property (the "Temporary Easement Area") which is identified as "Temporary Constriction Easement" on the Easement Exhibit prepared by Carroll Engineering Corporation, dated November 4, 2019, which plan is attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference (the "Plan"). The Temporary Easement Area shall be used by the Township and its agents, employees and contractors to store materials and equipment, to access and slip line the Pipe, to install the concrete endwall and to perform any lawful activities reasonably necessary in order to complete the slip lining of the Pipe and the installation of the concrete endwall.</u>

3. <u>Term of Temporary Construction Easement</u>. The term of the Temporary Easement shall begin upon the execution of this Agreement and shall terminate upon the completion of the slip lining of the Pipe, the installation of the concrete endwall, and the restoration of the Property associated with such work by the Township, or on September 30, 2020, whichever occurs first. Time is of the essence.

## 4. <u>Construction Fencing and Restoration.</u>

A. During any use of the Temporary Easement granted hereinabove, the Township shall maintain temporary construction fencing along the perimeter of the Temporary Easement Area to direct members of the public away from the Temporary Easement Area. Such construction fencing shall not restrict or impede access to the Property.

B. Upon the completion of the slip lining of the Pipe and the installation of the concrete endwall, the Township shall fully restore the surface of the ground of the Property to substantially its condition prior to such disturbance. Any areas within or immediately outside the Temporary Easement Area which were disturbed shall be filled, compacted and seeded with grass as may be necessary to restore the surface of the Property to substantially its condition prior to such disturbance.

5. **<u>Grant of Permanent Easement.</u>** For and in consideration of the sum of One Dollar (\$1.00), Grantors hereby grant and convey to the Township and its agents, employees and contractors a permanent stormwater easement over and across approximately 2,518 square feet of the Property (the "Permanent Easement Area") which is identified as "Permanent Stormwater Easement" on the Plan. The Permanent Easement Area shall be used by the Township and its agents, employees and contractors

to maintain a portion of the Pipe and concrete end wall. Except for emergency situations, the Township and its agents, employees, and contractors shall provide a minimum twenty-four (24) hour notice to the Grantors prior to any entry upon the Permanent Easement Area, such notice may be made by mail, email, or telephone. Except for emergency situations, such entry upon the Permanent Easement Area shall be only during normal business hours and only for purposes of maintaining, repairing or replacing the Pipe and concrete end wall.

6. Indemnification and Insurance Provisions. The Township shall indemnify and save harmless Grantor from any claims, demands, suits or judgments whatsoever arising as a result of the Township's use and occupancy of the Temporary Easement Area during the slip lining of the Pipe and the installation of the concrete endwall, except for claims that arise from Grantor's negligence. At all times while performing work on the Property, the Township and its agents, servants and employees, and all contractors and subcontractors performing the work contemplated by this Agreement, shall carry or be required by the Township to carry and maintain in full force and effect, general liability insurance and worker's compensation insurance in the minimum statutory amount(s) mandated by the Commonwealth of Pennsylvania.

7. <u>Governing Law.</u> This Agreement shall be interpreted and enforced in accordance with governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

8. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

9. **<u>Binding Effect.</u>** This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, executors, administrators, successors and assigns of the respective parties. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.

10. <u>Modifications.</u> This Agreement shall not be changed, modified, amended, withdrawn or canceled except by written document executed by Grantor and the Township.

11. <u>**Recording.**</u> This Agreement shall be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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

Witness:	GRANTOR:
	Sharon A. Kirkby
Attest:	WEST GOSHEN TOWNSHIP:
Casey LaLonde, Secretary	By: Robin Stuntebeck Chairperson, Board of Supervisors

COUNTY OF CHESTER :

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned officer, personally appeared **SHARON A. KIRBY**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public

COUNTY OF CHESTER :

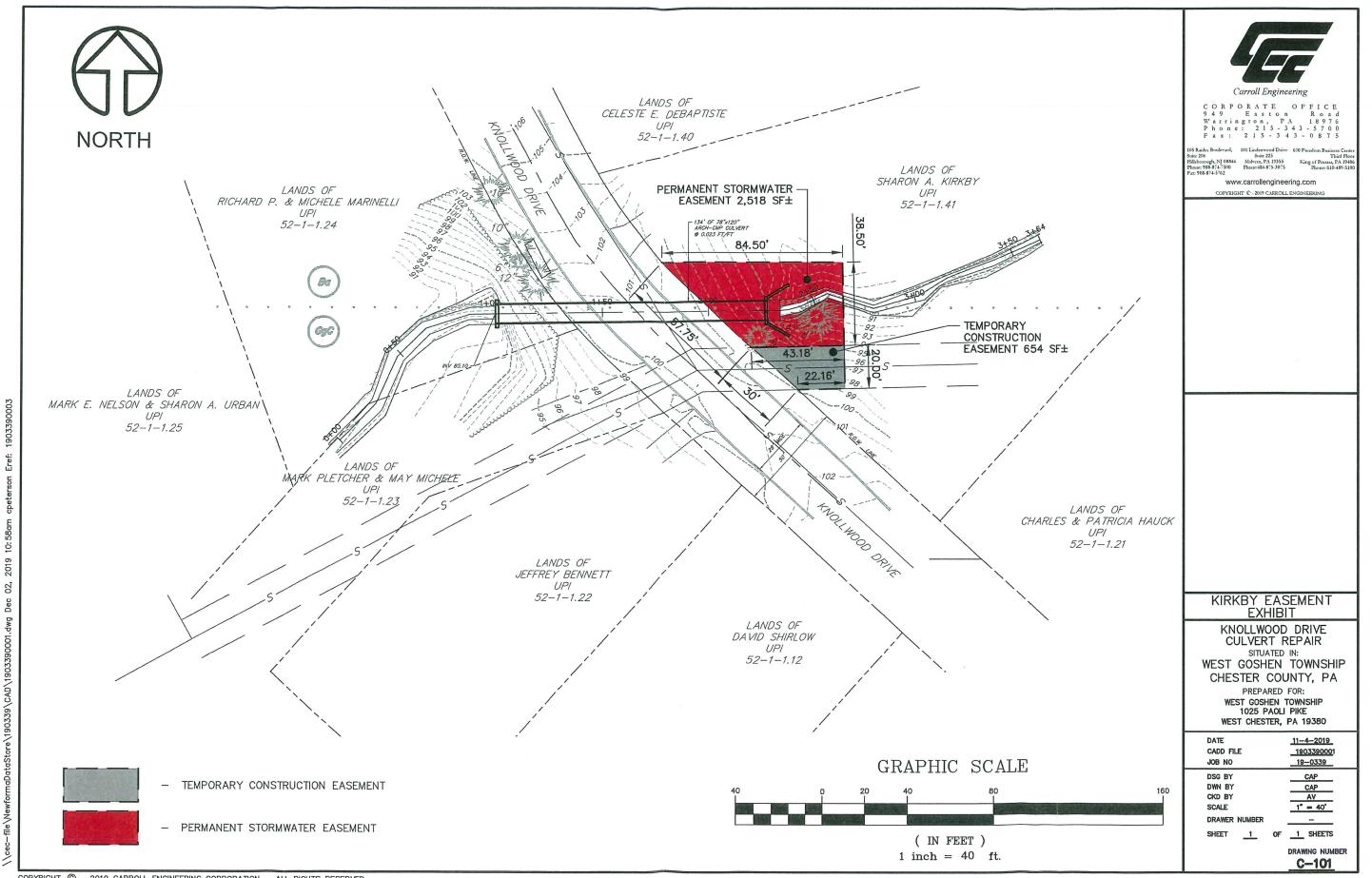
On the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared Robin Stuntebeck, who acknowledged herself to be the Chairperson of the Board of Supervisors of **WEST GOSHEN TOWNSHIP**, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Township as such officer.

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

Notary Public

## EXHIBIT "A"

The Plan





Prepared by and return to:

KRISTIN S. CAMP, ESQUIRE Buckley, Brion, McGuire & Morris LLP 118 West Market Street, Suite 300 West Chester, Pennsylvania 19382 (610) 436.4400

UPI No. 52-3N-21.1

## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2019 by and between NORTH HILL CIVIC ASSOCIATION, a Pennsylvania non-profit corporation with an address of 913 Collins Drive, West Chester, PA 19380 (the "Grantor") and WEST GOSHEN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania with an address of 1025 Paoli Pike, West Chester, PA 19380 (the "Township").

## BACKGROUND

**WHEREAS**, Grantor is the fee simple owner of that certain property located along the east side of North Penn Drive in the Township of West Goshen, Chester County, Pennsylvania, more particularly identified as Chester County Tax Parcel No. 52-3N-21.1 (the "Property"); and

**WHEREAS**, a pond, situate on a certain portion of the Property (the "Pond"), drains into a corrugated metal pipe that runs underneath North Penn Drive (the "Pipe") and flows into Taylor Run Creek; and

**WHEREAS**, the Pipe is failing and causing North Penn Drive to collapse at the Pipe's location; and

**WHEREAS**, the Township is willing to remedy the collapse of North Penn Drive by removing the Pipe and installing an emergency spillway elevation 329.00 to be lined with concrete checker block for overflow from the Pond (the "Spillway"); and

**WHEREAS**, in order to remove the Pipe and install the Spillway, the Township requires, and the Grantor is willing to grant, a temporary construction easement over a portion of the Property consistent with the terms of this Agreement;

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

1. <u>Incorporation of Recitals.</u> The Recitals set forth in the Background section are incorporated herein as if here set forth in their entirety.

- 2. <u>Grant of Temporary Construction Easement.</u> For and in consideration of One Dollar (\$1.00), Grantor hereby grants and conveys to the Township and its agents, employees and contractors a temporary construction easement (the "Temporary Easement") over and across \_\_\_\_\_\_\_ square feet of the Property (the "Temporary Easement Area") which is identified as \_\_\_\_\_\_\_ on the easement plan identified as \_\_\_\_\_\_\_, dated \_\_\_\_\_\_, and prepared by Carroll Engineering Corporation, such plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Plan"). The Temporary Easement shall be used by the Township and its agents, employees and contractors to store materials and equipment, to access and remove the Pipe, to construct the Spillway and any related improvements and to perform any lawful activities reasonably necessary in order to install the Spillway.
- 3. <u>Term of Temporary Construction Easement.</u> The term of the Temporary Easement shall begin upon the execution of this Agreement and shall terminate when the Township has completed the installation of the Spillway and all work associated with restoration of the Pipe.

## 4. Construction Fencing and Restoration.

- A. During any use of the Temporary Easement granted hereinabove, the Township shall maintain temporary construction fencing along the perimeter of the Temporary Easement Area to direct members of the public away from the Temporary Easement Area. Such construction fencing shall not restrict or impede access to Grantor's Property.
- B. Upon the removal of the Pipe and the completion of the construction of the Spillway, the Township shall fully restore the surface of the ground of the Property to substantially its condition prior to such disturbance. Any areas within or immediately outside the Temporary Easement Area which were disturbed shall be filled, compacted and seeded with grass as may be necessary to restore the surface of the Property to substantially its condition prior to such disturbance.
- 5. Indemnification and Insurance Provisions. The Township shall indemnify and save harmless Grantor from any claims, demands, suits or judgments whatsoever arising as a result of the Township's use and occupancy of the Temporary Easement Area upon the Property pursuant to the authority granted in this Agreement. At all times while performing work on the Property, the Township and its agents, servants and employees, and all contractors and subcontractors performing the work contemplated by this Agreement, shall carry or be required by the Township to carry and maintain in full force and effect, general liability insurance and worker's compensation insurance in the minimum statutory amount(s) mandated by the Commonwealth of Pennsylvania.

- 6. <u>Governing Law.</u> This Agreement shall be interpreted and enforced in accordance with governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.
- 7. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 8. <u>**Binding Effect</u>**. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, executors, administrators, successors and assigns of the respective parties. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.</u>
- Modifications. This Agreement shall not be changed, modified, amended, withdrawn or canceled except by written document executed by Grantor and the Township.

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

Attest:

GRANTOR:

## NORTH HILL CIVIC ASSOCIATION

By:	
Name:	
Title:	 

Attest:

TOWNSHIP:

## WEST GOSHEN TOWNSHIP

By:

Robin Stuntebeck, Chair of the Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA	:
	: SS
COUNTY OF CHESTER	:

On the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared \_\_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_\_ of **NORTH HILL CIVIC ASSOCIATION**, a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the non-profit corporation as such officer.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	:
	: SS
COUNTY OF CHESTER	:

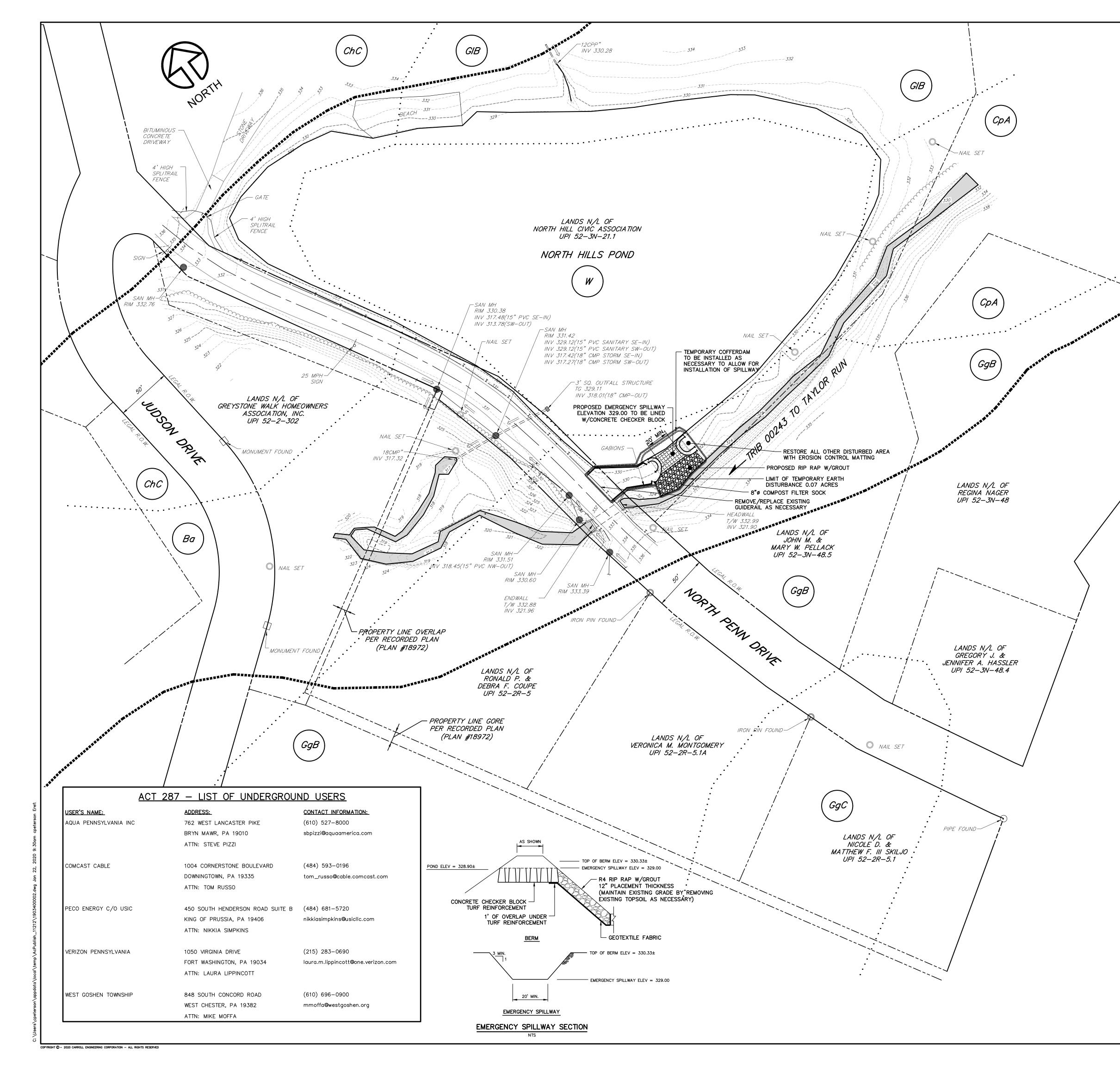
On the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Chester, personally appeared Robin Stuntebeck, who acknowledged herself to be the Chair of the Board of Supervisors of **WEST GOSHEN TOWNSHIP**, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Township as such officer.

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

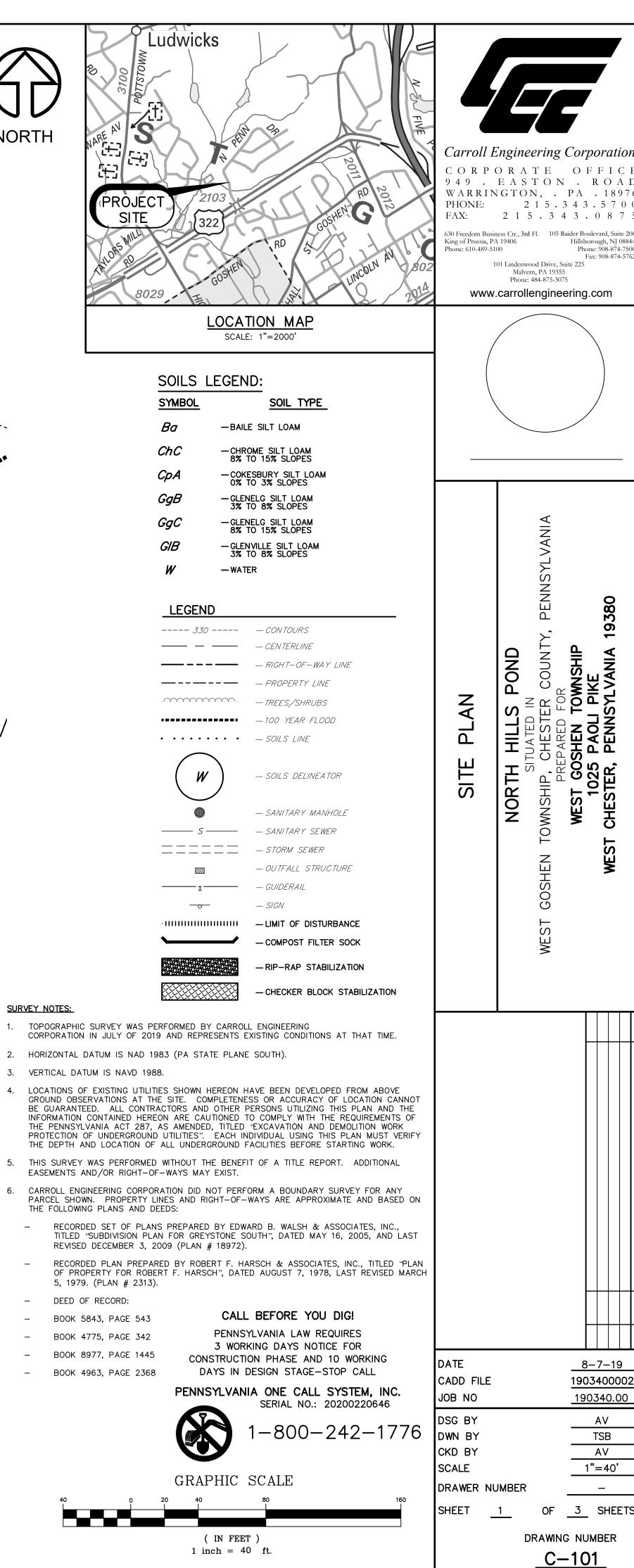
Notary Public

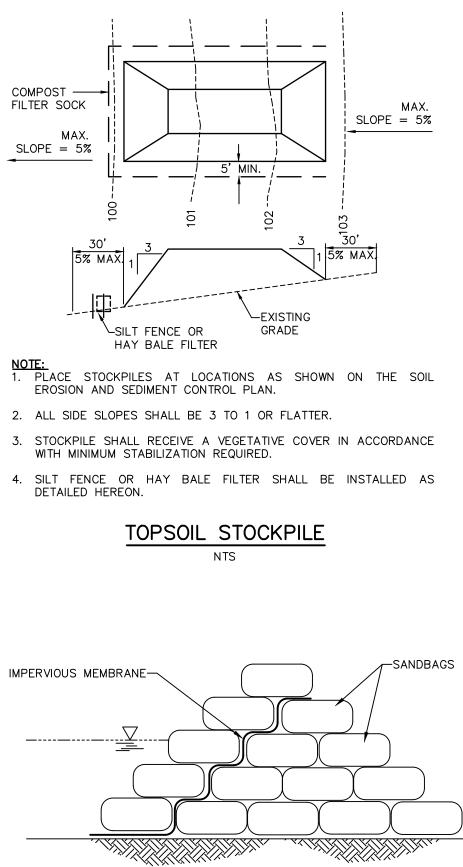
## EXHIBIT "A"

The Plan

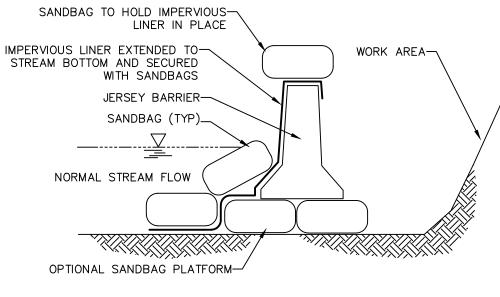








2 BAG MIN HEIGHT ABOVE NORMAL BASE FLOW STACKED SANDBAGS OPTION

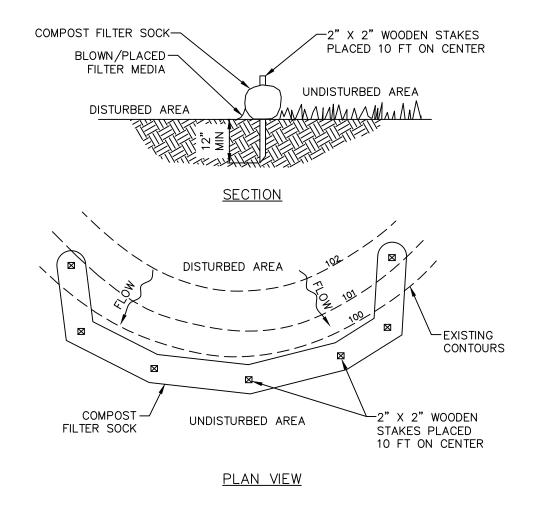


JERSEY BARRIER OPTION

# SANDBAG DIVERSION DAM OR COFFERDAM

NTS

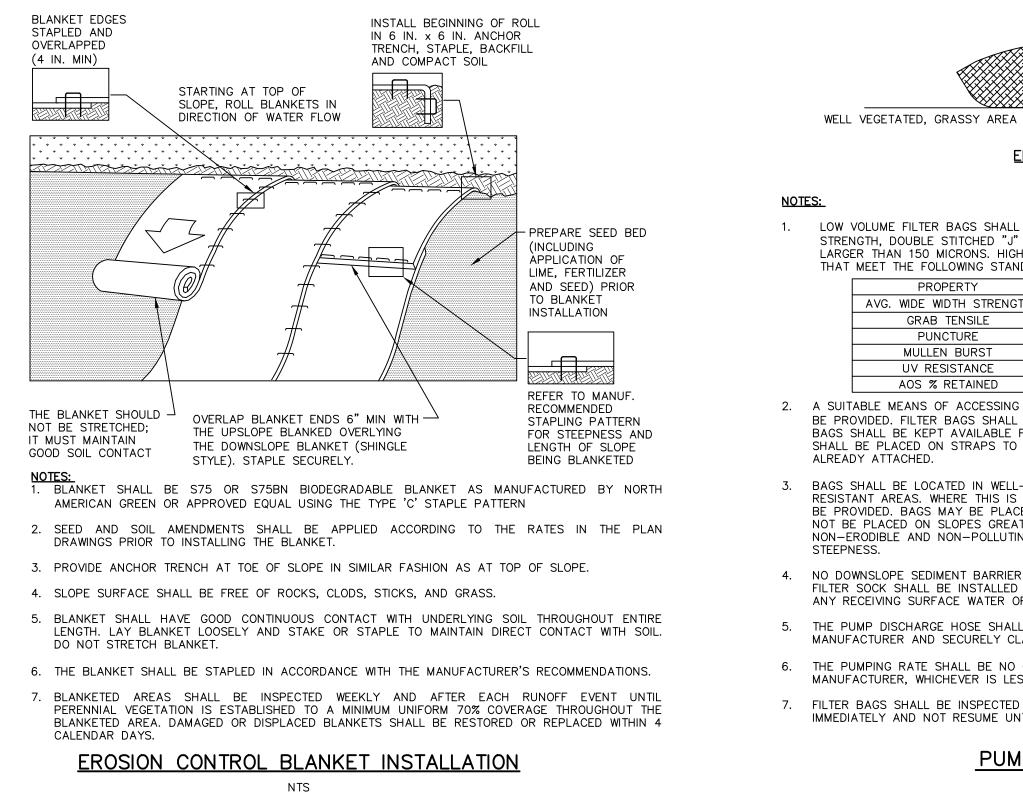
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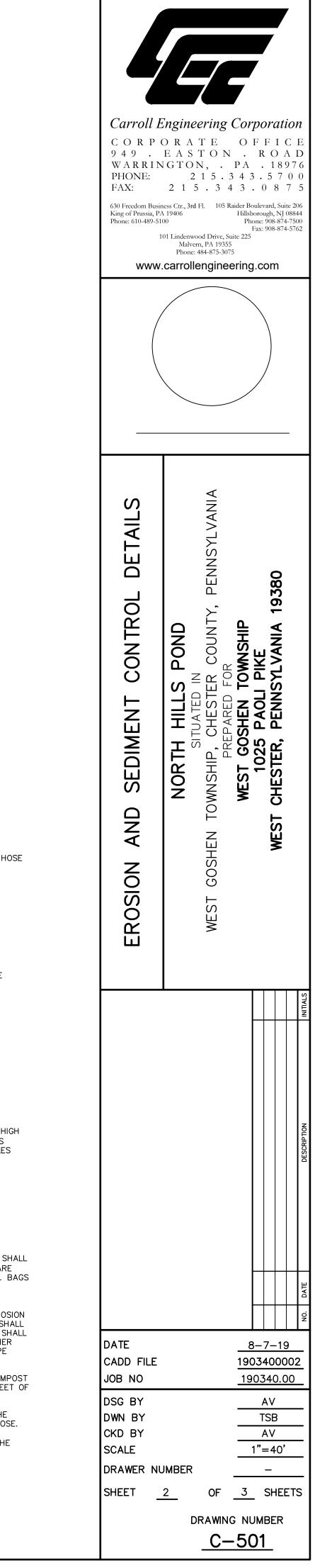


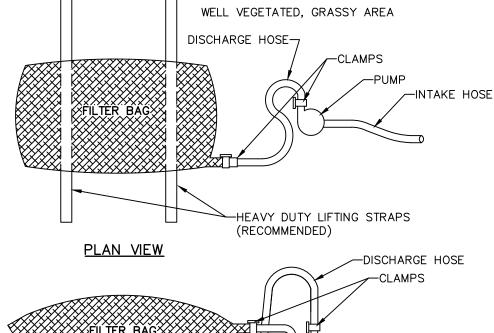


- COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE 2. BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.
- 3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.
- ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND 4. HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBÉD ELSEWHERE IN THE PLAN.
- 5. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.
- BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE 7. REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.









1. LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH, DOUBLE STITCHED "J" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILES THAT MEET THE FOLLOWING STANDARDS:

PUM

INTAKE HOSE-

PROPERTY	TEST METHOD	MINIMUM STANDARD		
AVG. WIDE WIDTH STRENGTH	ASTM D-4884	60 LB/IN		
GRAB TENSILE	ASTM D-4632	205 LB		
PUNCTURE	ASTM D-4833	110 LB		
MULLEN BURST	ASTM D-3786	350 PSI		
UV RESISTANCE	ASTM D-4355	70%		
AOS % RETAINED	ASTM D-4751	80 SIEVE		

ELEVATION VIEW

2. A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES SHALL BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME 1/2 FULL OF SEDIMENT. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY ATTACHED.

3. BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. FOR SLOPES EXCEEDING 5%, CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE

4. NO DOWNSLOPE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BERM OR COMPOST FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN HQ OR EV WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREA IS NOT AVAILABLE.

5. THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.

6. THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.

7. FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

# PUMPED WATER FILTER BAG

NTS

## <u>GRASS SEED MIX (SEE TABLE)</u>

ALL AREAS WHICH ARE UNPAVED AND UNPLANTED SHALL BE CONSIDERED GRASS AREAS AND BE SEEDED WITH SPECIFIED MIXTURE, UNLESS SPECIFIED FOR SOD PLACEMENT.

THE PERMANENT AND TEMPORARY SEEDING REQUIREMENTS BELOW ARE THE MINIMUM TO WHICH THE CONTRACTOR SHALL CONFORM AND ARE IN ADDITION TO ANY ADDITIONAL REQUIREMENTS SET FORTH IN THESE SPECIFICATIONS. THE EROSION AND SEDIMENT CONTROL MANUAL (LATEST VERSION INCLUDING CORRECTIONS), AND PENNDOT PUBLICATION 408, SECTION 804.

## PERMANENT SEEDING TABLE:

PERMANENT SEEDING TABLE:				
<u>CONDITION</u>	TOPSOIL (5)	<u>LIME (1)</u>	<u>FERTILIZER (2)</u>	SEED ( <u>%</u> E
ROADSIDE, NON-MOWED	YES	240# PER 1,000 SQ FT	10-20-20	80% 20% SOW MAR
ROADSIDE MOWED	YES	240# PER 1,000 SQ FT	10-20-20	50% 30% 20% SOW MAR
BANK AREAS, NON-MOWED	YES	240# PER 1,000 SQ FT	10-20-20	BIRD 55% SOW ANY
LAWNS	YES	240# PER 1,000 SQ FT	10-20-20	80% 20% SOW MAR
FIELDS AND PASTURE, NON-CULTIVATED	NO	NO	10-20-20	100% SOW MAR
FIELDS, CULTIVATED	NO	NO	10-20-20	1009 SOW MAR
WOODS, SPARSE	NO	NO	10-20-20	1009 SOW MAR
WOODS, DENSE MATERIAL	NO	NO	NO	STAE NETI
TEMPORARY SEEDI	<u>NG TABLE::</u>			
CONDITION	TOPSOIL (5)	LIME (1)	FERTILIZER (2)	SEED (% B
TEMPORARY COVER MAR THRU JUNE	N/A	40# PER 1,000 SQ FT	10-20-20	35% 35% 30% SOW (17#
TEMPORARY COVER MOWED	N/A	40# PER 1,000 SQ FT	10-20-20	15% 40% 45% SOW (13#
TEMPORARY COVER NON-MOWED	N/A	40# PER 1,000 SQ FT	10-20-20	75% 12% 10%

ED MIX & SOWING RATE (4) <u>BY WEIGHT)</u> KENTUCKY 31 FESCUE & PENNLAWN RED FESCUE

W 21# PER 1,000 SQ. YD. AR. THRU MAY/AUG THRU SEPT KENTUCKY BLUEGRASS

S PENNLAWN RED FESCUE S PENNFINE PERENNIAL RYEGRASS W 21# PER 1,000 SQ YD AR. THRU MAY/AUG THRU SEPT RDSFOOT TREFOIL ANNUAL RYEGRASS

W 9# PER 1.000 SQ YD YTIME EXCEPT SEPT THRU OCT % TURF TYPE FESCUE (3)

% PENNFINE PERENNIAL RYEGRASS W 52# PER 1,000 SQ YD R THRU MAY/AUG THRU SEPT

0% TIMOTHY W 9# PER 1,000 SQ YD AR THRU MAY/AUG THRU SEPT 0% ANNUAL RYEGRASS

W 9# PER 1,000 SQ YD R THRU MAY/AUG THRU SEPT

0% RED FESCUE W 36#/1,000 SQ YD R THRU MAY/AUG THRU SEPT

ABILIZE SOIL WITH BIODEGRADABLE TING AND PAPER FABRIC

ED MIX & SOWING RATE (4) <u>BY WEIGHT)</u>

SPRING OATS S ANNUAL RYEGRASS % KENTUCKY 31 FESCUE W 85# PER ACRE 7# PER 1000 SQ YD)

FYLKING KY BLUEGRASS % KENTUCKY 31 FESCUE ANNUAL RYEGRASS W 65# PER ACRE 3# PER 1000 SQ YD)

WINTER RYE OR WINTER WHEAT ANNUAL RYEGRASS 10% KENTUCKY 31 FESCUE 3% RED TOP SOW 154# PER ACRE (31# PER 1000 SQ YD)

(WINTER WHEAT OR WINTER RYE IN THE MIX = 116 LBS OR 2 BUSHELS)

- FERTILIZER SHALL BE MIN 50% ORGANIC NITROGEN, APPLY AT A RATE OF 25 POUNDS PER 1000 SQUARE FEET FOR PERMANENT RESTORATION AND 12.5 POUNDS FOR 1000 SQUARE FEET FOR TEMPORARY RESTORATION, UNLESS OTHERWISE RECOMMENDED BY THE SEED MANUFACTURER.
- (3) TURF TYPE FESCUE SHALL BE SUPPLIED IN TWO EQUAL PARTS OF DIFFERENT SPECIES.

(4) SOWING RATES IN ACCORDANCE WITH SEEDING TABLE, UNLESS OTHERWISE RECOMMENDED BY SEED MANUFACTURER.

(5) <u>TOPSOIL REQUIRED:</u>

NOTES:

MIN DEPTH – 6" pH 6 — 8 ORGANIC - 2.5-4.0% NITRATE NITROGEN - 100 LB. ACRE/MIN PHOSPHOROUS - 200 LB. ACRE/MIN POTASSIUM - 200 LB. ACRE/MIN

(1) UNLESS LESSER RATE INDICATED BY SOILS TESTS.

## MULCHING MATERIALS

A. MULCHES FOR TEMPORARY AND PERMANENT SEEDED AREAS SHALL BE ONE, OR A COMBINATION, OF THE FOLLOWING:

## 1. STRAW:

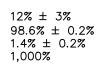
CURED TO LESS THAN 20% MOISTURE CONTENT BY WEIGHT. EITHER WHEAT OR OAT STRAW, FREE OF WEEDS SHOULD BE PROVIDED CONTAINING NO STEMS OF TOBACCO, SOYBEANS, OR OTHER COARSE OR WOODY MATERIAL

## 2. WOOD CELLULOSE (HYDROMULCH):

CONTAINING NO GROWTH OR GERMINATION-INHIBITING SUBSTANCES. GREEN-DYED AND AIR-DRIED. PACKAGES NOT EXCEEDING 100 POUNDS.

MOISTURE CONTENT:

ORGANIC MATTER (DRY OVEN BASIS): ASH CONTENT MINIMUM WATER-HOLDING CAPACITY:



B. MULCHING SHALL BE PERFORMED IN CONJUNCTION WITH SEEDING AT THE CONCLUSION OF FINISH GRADING OPERATIONS. STRAW SHALL BE PLACED UNIFORMLY IN A CONTINUOUS BLANKET AT A MINIMUM RATE OF THREE TONS PER ACRE (140 POUNDS PER 1000 SQ FT). A MECHANICAL BLOWER MAY BE USED TO APPLY MULCH MATERIAL, PROVIDED THE MACHINE HAS BEEN SPECIFICALLY DESIGNED AND APPROVED FOR THIS PURPOSE. MACHINES WHICH CUT MULCH INTO SHORT PIECES WILL NOT BE PERMITTED.

- STRAW SHALL BE ANCHORED BY THE USE OF TWINE STAKES, WIRE STAPLES, PAPER OR PLASTIC NETS, EMULSIFIED ASPHALT PROVIDED IT IS APPLIED UNIFORMLY TO THE MULCH AT A RATE OF NOT LESS THAN 31 GALLONS PER 1000 SQUARE YARDS), OR BY OTHER APPROVED METHODS. MULCH OVER TOP SOILED AREAS SHALL BE INCORPORATED INTO THE SOIL BY APPROVED EQUIPMENT.
- WHEN MULCHING BY THE ASPHALT MIX METHOD, APPLY THE MULCH BY BLOWING. SPRAY THE ASPHALT BINDER MATERIAL INTO THE MULCH AS IT LEAVES THE BLOWER. APPLY THE BINDER TO THE MULCH IN THE PROPORTION OF 1.5 TO 2.0 GALLONS PER 45 POUNDS OF MULCH. PROTECT STRUCTURES, PAVEMENTS. CURBS. AND WALLS TO PREVENT ASPHALT STAINING. ERECT WARNING SIGNS AND BARRICADES AT INTERVALS OF 50 FEET OR LESS ALONG THE PERIMETER OF THE MULCHED AREA. DO NOT SPRAY ASPHALT AND CHEMICAL MULCH BINDERS ONTO ANY AREA WITHIN 100 FEET OF A STREAM OR OTHER BODY OF WATER.
- APPLY WOOD CELLULOSE FIBER HYDRAULICALLY AT A RATE OF 47 POUNDS PER 1000 SQUARE FEET. INCORPORATE AS AN INTEGRAL PART OF THE HYDROSEED SLURRY AFTER SEED AND SOIL SUPPLEMENTS HAVE BEEN THOROUGHLY MIXED.
- F. POLYMERIC TACKIFIER SHOULD BE USED WITH MULCH ON SLOPES GREATER THAN 5%.
- MULCH ON SLOPES OF 8% OR STEEPER SHOULD BE HELD IN PLACE WITH NETTING. NETTING SHOULD BE G. STAPLED OVER MULCH IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.

THOROUGHLY WATER MULCH AND SEED BED IMMEDIATELY AFTER COMPLETION OF MULCHING. SOIL SHALL BE MOISTENED TO A DEPTH OF NOT LESS THAN 4".

## SOIL RESOLUTIONS:

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TOPSOIL SHALL BE FERTILIZED PRIOR TO SEEDING.

ACIDIC SOILS - TOPSOIL SHALL BE TESTED FOR PH AND LIMED TO OBTAINED A PH OF 7.0 TO 7.5.

WET SOILS - TRENCHES SHALL BE PUMPED TO KEEP THEM DRY. PUMPED WATER SHALL BE FILTERED THROUGH A SEDIMENT FILTER BAG.

WINTER GRADING - WINTER GRADING SHALL BE DONE IN A CAREFUL MANNER. EXTRA STABILIZATION METHODS MAY BE NEEDED TO STABILIZE DISTURBED EARTH UNTIL THE GROWING SEASON.

# FOLLOWING:

- IMPROVEMENTS
- COMPLETE PROPOSED IMPROVEMENTS.

RECEIVING SURFACE WATERS - 102.4(b)(5)(V) THE PENNSYLVANIA TITLE 25, CHAPTER 93 CLASSIFICATION FOR THE RECEIVING WATERS OF THE COMMONWEALTH

STORM RUNOFF FROM THE PROJECT SITE IS TRIBUTARY TO TRIBUTARY 00243 TO TAYLOR RUN, DESIGNATED AS TSF.

THE OPERATOR/RESPONSIBLE PARTY WILL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION. STABILIZATION. AND MAINTENANCE OF BOTH THE TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL BMPS INCLUDED IN THESE PLANS, INCLUDING DISPOSAL OF MATERIALS REMOVED FROM THE BMPS OR PROJECT AREA. BMPS SHALL BE INSPECTED AFTER EACH RUNOFF EVENT, AND ON A WEEKLY BASIS UNTIL THE SITE HAS BEEN STABILIZED. A RECORD OF EACH SITE INSPECTION SHALL BE LOGGED ON DEP FORM (3150-FM-BWEW0083), AND KEPT ON-SITE AT ALL TIMES. FAILURE TO CONDUCT THE REQUIRED INSPECTIONS MAY RESULT IN PERMIT SUSPENSION OR THE IMPOSITION OF CIVIL PENALTIES. 1. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR,

- IMMEDIATELY
- IMMEDIATELY.
- AND MULCH.

<u>RECYCLING OR DISPOSAL OF MATERIALS – 102.4(b)(5)(xi)</u> ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE. ANTICIPATED CONSTRUCTION WASTES INCLUDE EXISTING CULVERT MATERIAL

 $\underline{POLLUTION - 102.4(b)(5)(xii)}$ 

PART OF THIS PROJECT.

TOPSOIL REQUIRED

MIN DEPTH – 6" pH 6 - 8 ORGANIC - 2.5-4.0% NITRATE NITROGEN - 100 LB. ACRE/MIN WHERE POSSIBLE. AFTER SEEDING, MULCH WITH HAY OR PHOSPHOROUS - 200 LB. ACRE/MIN STRAW. POTASSIUM - 200 LB. ACRE/MIN

# UTILITY LINE TRENCH EXCAVATION:

A. GENERAL - EXPOSED TRENCH EXCAVATIONS HAVE HIGH POTENTIAL FOR ACCELERATED EROSION AND SEDIMENT POLLUTION. SINCE THESE EXCAVATIONS ARE USUALLY LOCATED AT LOWER ELEVATIONS ALONG OR ACROSS EARTH DISTURBANCE SITES, OPEN TRENCHES SERVE TO CONCENTRATE SEDIMENT LADEN RUNOFF AND CONVEY IT TO SITE BOUNDARIES OR WATERWAYS. THE MOST IMPORTANT EROSION AND SEDIMENT POLLUTION CONTROL CONSIDERATION FOR TRENCH CONSTRUCTION IS THE LIMITING AND SPECIFIC SCHEDULING OF WORK ACTIVITIES.

B. CONSTRUCTION REQUIREMENTS -

WHEREVER APPLICABLE. C. EXCEPTIONS - IN CERTAIN CASES TRENCHES CANNOT BE BACKFILLED UNTIL THE PIPE IS HYDROSTATICALLY TESTED, OR ANCHORS AND OTHER PERMANENT FEATURE ARE INSTALLED. IN THESE CASES, ALL OF THE REQUIREMENTS LISTED UNDER ITEM 2 WILL REMAIN IN EFFECT WITH THE

FOLLOWING EXCEPTIONS:

DAYS.

TO SEEDING OR SODDING.

### EROSION AND SEDIMENT CONTROL NARRATIVE - 102.4(b)(4) THE PURPOSE OF THIS NARRATIVE AND THE EROSION CONTROL ASPECTS OF THE PLANS ARE TO

PREVENT THE ACCELERATED EROSION OF EXPOSED SITE SOILS DURING CONSTRUCTION AND TO RETAIN ON SITE ALL SEDIMENT PRODUCED BY CONSTRUCTION ACTIVITIES. THIS WILL BE ACCOMPLISHED BY STRICT ADHERENCE TO THE FOLLOWING NOTES, SEQUENCE OF CONSTRUCTION, AND EROSION AND SEDIMENT CONTROL DETAILS SHOWN ON THE PLAN. THIS PLAN SHALL FURTHER PROVIDE THE

• MINIMIZE EXTENT AND DURATION OF EARTH DISTURBANCE BY LIMITING THE ADVANCE CLEARING AND GRUBBING OPERATIONS TO THAT WHICH IS NECESSARY TO COMPLETE THE PROPOSED

• MAXIMIZE PROTECTION OF EXISTING DRAINAGE FEATURES AND VEGETATION BY PROTECTING THE EXISTING ADJACENT DRAINAGE WAY FROM DISTURBANCE DURING THE CONSTRUCTION. • MINIMIZE SOIL COMPACTION BY LIMITING THE EARTH DISTURBANCE TO ONLY WHAT IS REQUIRED TO

• UTILIZE OTHER MEASURES OR CONTROLS THAT PREVENT OR MINIMIZE GENERATION OF INCREASED STORMWATER RUNOFF. ALL COVERAGE SHALL BE RETURNED TO ITS PRE-CONSTRUCTION CONDITION.

## MAINTENANCE PROGRAM - 102.4(b)(5)(x)

REPLACEMENT, REGRADING, RESEEDING, REMULCHING, AND RENETTING, SHALL BE PERFORMED

2. DISTURBED AREAS ON WHICH ACTIVITIES HAVE CEASED MUST BE SEEDED AND MULCHED

3. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE YEAR MAY BE SEEDED AND MULCHED WITH A QUICK GROWING TEMPORARY SEEDING MIXTURE

4. THE INDIVIDUAL DETAILS FOR EACH BMP AS NOTED ON THESE PLANS SHALL SERVE AS THE REFERENCE FOR THE APPROPRIATE MAINTENANCE REQUIRED. THE AFOREMENTIONED MAINTENANCE NOTES ARE IN ACCORDANCE WITH THE LATEST REVISION OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION EROSION AND SEDIMENT POLLUTION CONTROL PROGRAM MANUAL.

GEOLOGIC FORMATIONS/SOIL CONDITIONS THAT MAY HAVE A POTENTIAL TO CAUSE THERE ARE NO KNOWN GEOLOGIC/SOIL CONDITIONS WHERE THE POTENTIAL FOR POLLUTION MAY BE

INCREASED. AS A RESULT, AVOIDANCE, MINIMIZATION, AND/OR MITIGATION MEASURES HAVE NOT BEEN PROPOSED AS PART OF THIS PROJECT.

## POTENTIAL THERMAL IMPACTS TO SURFACE WATERS - 102.4(b)(5)(xiii

THERMAL IMPACTS ARE NOT EXPECTED AS PART OF THIS PROJECT AS THE EXISTING COVERAGE CONDITIONS ARE NOT BEING ALTERED AS PART OF THE UTILITY INSTALLATION AND THERE ARE NO MAJOR PERMANENT STORMWATER MANAGEMENT FACILITIES PROPOSED. AS A RESULT, AVOIDANCE, MINIMIZATION, AND/OR MITIGATION MEASURES FOR THERMAL IMPACTS HAVE NOT BEEN PROPOSED AS

<u> EXISTING/PROPOSED RIPARIAN FOREST BUFFERS – 102.4(b)(5)(xv)</u> THERE ARÉ NO EXISTING OR PROPOSED RIPARIAN FOREST BUFFERS AS PART OF THIS PROJECT.

SOIL AMENDMENTS FOR TEMPORARY SEEDING APPLY AGRICULTURAL-GRADE LIMESTONE AT THE RATE OF 800 POUNDS PER 1,000 S.Y. PLUS FERTILIZER AT THE RATE OF 140 POUNDS PER 1,000 S.Y. AND WORK IN

1. LIMIT ADVANCE CLEARING AND GRUBBING OPERATIONS TO A DISTANCE EQUAL TO THE LENGTH OF PIPE INSTALLATION THAT CAN BE COMPLETED IN ONE DAY.

2. LIMIT DAILY TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT, PLUG INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY.

WATER WHICH ACCUMULATES IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY PUMPING BEFORE PIPE PLACEMENT AND/OR BACKFILL BEGINS. ALL WATER MUST BE PUMPED THROUGH A SEDIMENTATION BASIN/SILT BAG.

4. ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA WILL BE GRADED TO ORIGINAL CONTOURS AND APPROPRIATE TEMPORARY EROSION AND SEDIMENT POLLUTION CONTROL MEASURES/FACILITIES WILL BE INSTALLED. SEEDING AND MULCHING OF ALL DISTURBED AREAS WILL BE DONE AT THE END OF EACH WEEK.

5. WETLAND AREAS SHALL BE MARKED SO AS NOT TO BE DISTURBED. EQUIPMENT AND MATERIALS MAY NOT BE STORED WITHIN WETLAND AREAS. 6. ALL EXCAVATED TRENCH MATERIAL SHOULD BE LOCATED ON THE UPHILL SIDE OF THE TRENCH

1. DAILY BACKFILLING OF THE TRENCH MAY BE DELAYED FOR SIX DAYS. ALL PRESSURE TESTING AND THE COMPLETE BACKFILLING OF THE OPEN TRENCH MUST BE COMPLETED BY THE SEVENTH WORKING DAY.

2. IF DAILY BACKFILLING IS DELAYED, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS, APPROPRIATE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES/FACILITIES WILL BE INSTALLED, AND THE AREAS SEEDED AND MULCHED WITHIN THE NEXT TWO CALENDAR

## SOIL AMENDMENTS FOR PERMANENT SEEDING

SAMPLES OF EXISTING OR FURNISHED TOPSOIL SHALL BE PROVIDED BY THE CONTRACTOR FOR LABORATORY ANALYSIS. THE CONTRACTOR SHALL OBTAIN A SOIL TESTING KIT FROM THE COUNTY COOPERATIVE EXTENSION SERVICE AND FOLLOW THE INSTRUCTIONS CONTAINED THEREIN. SOIL TESTS SHALL BE MADE, SEPARATELY, FOR EACH SOURCE OF TOPSOIL. SOIL SAMPLES SHALL BE TESTED BY THE PENNSYLVANIA STATE UNIVERSITY TESTING LABORATORY OR OTHER QUALIFIED TESTING LABORATORY. SOIL TEST REPORTS SHALL BE SUBMITTED TO BUREAU OF SOIL AND WATER CONSERVATION. (COUNTY CONSERVATION INSTITUTION).

THE CONTRACTOR SHALL CONDITION THE SOIL AS RECOMMENDED BY THE TESTING LABORATORY PRIOR GROUND LIMESTONE AND FERTILIZER MIX MAY BE MODIFIED AND APPLIED AT THE RATE RECOMMENDED

BY THE TEST ANALYSIS PERFORMED ABOVE. MINIMUM STANDARD FOR LIMESTONE AND FERTILIZER (IF A SOIL TEST IS NOT PERFORMED) LIMESTONE

SHALL BE APPLIED AT THE RATE OF 6 TONS PER ACRE. FERTILIZER SHALL BE APPLIED AT THE RATE OF 1000 POUNDS OF 10-20-20 TO THE ACRE.

## STANDARD E&S PLAN NOTES:

- 1. ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS (STAMPED, SIGNED AND DATED BY THE REVIEWING AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.
- 2. AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS. THE LANDOWNER. APPROPRIATE MUNICIPAL OFFICIALS. THE E&S PLAN PREPARER. THE PCSM PLAN PREPARER. THE LICENSED PROFESSIONAL RESPONSIBLE FOR OVERSIGHT OF CRITICAL STAGES OF IMPLEMENTATION OF THE PCSM PLAN, AND A REPRESENTATIVE FROM THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.
- 3. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
- 4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT OR BY THE DEPARTMENT PRIOR TO IMPLEMENTATION.
- 5. AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.
- 6. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING. GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPS SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.
- 7. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
- 8. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S) SHOWN ON THE PLAN MAPS(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.
- 9. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF THE DEPARTMENT.
- 10. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE. ANTICIPATED CONSTRUCTION WASTES INCLUDE BORROW FROM PROPOSED UTILITY LINE TRENCHES.
- 11. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED
- 12. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
- 13. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS.
- 14. VEHICLES AND EQUIPMENT MAY NEITHER ENTER DIRECTLY NOR EXIT DIRECTLY FROM THE RIGHT-OF-WAY AND/OR AT AREAS DESIGNATED ON THE PLANS FOR A TEMPORARY CONSTRUCTION ENTRANCE.
- 15. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF THE E&S BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
- 16. A LOG SHOWING DATES THAT E&S BMPS WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
- 17. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEPT INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
- 18. ALL SEDIMENT REMOVED FROM BMPS SHALL BE DISPOSED OF IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS
- 19. AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES - 6 TO 12 INCHES ON COMPACTED SOILS - PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF
- 20. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
- 21. ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
- 22. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
- 23. FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
- 24. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
- 25. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.

## CLEAN FILL AND ENVIRONMENTAL DUE DILIGENCE NOTES:

CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE. INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE).

CLEAN FILL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE: FILL MATERIALS AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE STILL QUALIFIES AS CLEAN FILL PROVIDED THE TESTING REVEALS THAT THE FILL MATERIAL CONTAINS CONCENTRATIONS OF REGULATED SUBSTANCES THAT ARE BELOW THE RESIDENTIAL LIMITS IN TABLES FP-1A AND FP-1B FOUND IN THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".

ANY PERSON PLACING CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM FP-001 TO CERTIFY THE ORIGIN OF THE FILL MATERIAL AND THE RESULTS OF THE ANALYTICAL TESTING TO QUALIFY THE MATERIAL AS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECEIVING THE FILL

ENVIRONMENTAL DUE DILIGENCE: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE. IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF

FILL MATERIAL THAT DOES NOT QUALIFY AS CLEAN FILL IS REGULATED FILL. REGULATED FILL IS WASTE AND MUST BE MANAGED IN ACCORDANCE WITH THE DEPARTMENT'S MUNICIPAL OR RESIDUAL WASTE REGULATIONS BASED ON 25 PA. CODE CHAPTERS 287 RESIDUAL WASTE MANAGEMENT OR 271 MUNICIPAL WASTE MANAGEMENT, WHICHEVER IS APPLICABLE.

- 26. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED. SEEDED AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE STANDARDS OF THIS PLAN.
- 27. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS. MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
- 28. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.
- 29. E&S BMPS SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.
- 30. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL CONSERVATION DISTRICT FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF THE E&S
- 31. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED. TEMPORARY EROSION AND SEDIMENT BMPS MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT BMPS. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BMPS SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS, SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.
- 32. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL CONSERVATION DISTRICT TO SCHEDULE A FINAL INSPECTION.
- 33. FAILURE TO CORRECTLY INSTALL E&S BMPS, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPS MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.

## MONITORING, INSPECTION, AND REPORTING REQUIREMENTS:

## VISUAL INSPECTIONS

THE PERMITTEE MUST ENSURE THAT VISUAL SITE INSPECTIONS ARE CONDUCTED WEEKLY AND WITHIN 24 HOURS AFTER EACH MEASURABLE RAINFALL EVENT THROUGHOUT TH DURATION OF CONSTRUCTION AND UNTIL THE RECEIPT AND ACKNOWLEDGEMENT OF TH NOT BY THE DEPARTMENT OR AUTHORIZED CONSERVATION DISTRICT. THE VISUAL SITE INSPECTIONS AND REPORTS SHALL BE COMPLETED IN A FORMAT PROVIDED BY THE DEPARTMENT, AND CONDUCTED BY QUALIFIED PERSONNEL, TRAINED AND EXPERIENCED IN EROSION AND SEDIMENT CONTROL, TO ASCERTAIN THAT E&S BMPS AND PCSM BMPS ARE PROPERLY CONSTRUCTED AND MAINTAINED TO EFFECTIVELY MINIMIZE POLLUTION TO THE WATERS OF THIS COMMONWEALTH. A WRITTEN REPORT OF EACH INSPECTION SHALL BE KEPT AND INCLUDE AT A MINIMUM:

- (1) A SUMMARY OF SITE CONDITIONS, E&S BMP AND PCSM BMP, IMPLEMENTATION AND MAINTENANCE AND COMPLIANCE ACTIONS; AND
- (2) THE DATE, TIME, NAME AND SIGNATURE OF THE PERSON CONDUCTING THE INSPECTION.

## NONCOMPLIANCE REPORTING

- WHERE E&S. PCSM OR PPC BMPS ARE FOUND TO BE INOPERATIVE OR INEFFECTIVE DURING AN INSPECTION, OR ANY OTHER TIME, THE PERMITTEE SHALL, WITHIN 24 HOURS, CONTACT THE DEPARTMENT OR AUTHORIZED CONSERVATION DISTRICT. BY PHONE OR PERSONAL CONTACT, FOLLOWED BY THE SUBMISSION OF A WRITTEN REPORT WITHIN 5 DAYS OF THE INITIAL CONTACT. NONCOMPLIANCE REPORTS SHALL INCLUDE THE FOLLOWING INFORMATION: (1) ANY CONDITION ON THE PROJECT SITE WHICH MAY ENDANGER PUBLIC HEALTH, SAFETY,
- OR THE ENVIRONMENT, OR INVOLVE INCIDENTS WHICH CAUSE OR THREATEN POLLUTION; (2) THE PERIOD OF NONCOMPLIANCE, INCLUDING EXACT DATES AND TIMES AND/OR ANTICIPATED TIME WHEN THE ACTIVITY WILL RETURN TO COMPLIANCE; (3) STEPS BEING TAKEN TO REDUCE, ELIMINATE, AND PREVENT RECURRENCE OF THE
- NONCOMPLIANCE: AND (4) THE DATE OR SCHEDULE OF DATES, AND IDENTIFYING REMEDIES FOR CORRECTING NONCOMPLIANCE CONDITIONS.

## REDUCTION, LOSS, OR FAILURE OF THE BMPS

UPON REDUCTION, LOSS, OR FAILURE OF THE BMPS, THE PERMITTEE SHALL TAKE IMMEDIATE ACTION TO RESTORE THE BMPS OR PROVIDE AN ALTERNATIVE METHOD OF TREATMENT. SUCH RESTORED BMPS OR ALTERNATIVE TREATMENT SHALL BE AT LEAST AS EFFECTIVE AS THE ORIGINAL BMPS.

## CONSTRUCTION SEQUENCE:

- 1. AT LEAST 7 DAYS PRIOR TO ANY EARTH DISTURBANCE ACTIVITIES (INCLUDING CLEARING AND GRUBBING), THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL OFFICIALS, E&SPC PLAN PREPARER, PCSM PLAN PREPARER. AND A REPRESENTATIVE FROM THE AUTHORIZED COUNTY CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.
- 2. UPON INSTALLATION OR STABILIZATION OF ALL THE PERIMETER SEDIMENT CONTROL BMP(S) INCLUDING INLET FILTER BAGS, WEIGHTED SEDIMENT FILTER TUBES, STONE INLET PROTECTION AND AT LEAST 3 DAYS PRIOR TO PROCEEDING WITH THE BULK EARTH DISTURBANCE ACTIVITIES, THE PERMITEE OR CO-PERMITTEE SHOULD PROVIDE NOTIFICATION TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OR AUTHORIZED COUNTY CONSERVATION DISTRICT.
- 3. AT LEAST 3 DAYS PRIOR TO STARTING EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY MARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE CONTACTED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
- 4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THIS CONSTRUCTION SEQUENCE. DEVIATION FROM THIS MUST BE APPROVED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OR AUTHORIZED COUNTY CONSERVATION DISTRICT PRIOR TO IMPLEMENTATION. EACH STEP OF THE SEQUENCE SHALL BE COMPLETED BEFORE PROCEEDING TO THE NEXT STEP, EXCEPT WHERE NOTED.
- 5. NO MORE THAN 15,000 SQUARE FEET OF DISTURBED AREA SHOULD BE BROUGHT TO FINAL GRADE BEFORE INITIATING SEEDING AND MULCHING OPERATIONS.
- 6. UPON TEMPORARY CESSATION OF WORK (4 DAYS OR MORE, OR AS SOON AS FINAL GRADING HAS BEEN COMPLETED), IMMEDIATE STABILIZATION SHOULD COMMENCE.
- 7. FIELD-MARK LIMITS OF EARTH DISTURBANCE.
- 8. INSTALL PERIMETER BMP(S) AS INDICATED ON THE PLANS WHILE LIMITING CLEARING TO THAT WHICH IS NECESSARY TO INSTALL THE AFOREMENTIONED BMP(S). THESE BMP'S INCLUDE, BUT ARE NOT LIMITED TO; TEMPORARY COFFERDAMS, COMPOST FILTER SOCK(S), AND EROSION CONTROL MATTING AS SHOWN ON THE PLANS.
- 9. COMMENCE WITH THE INSTALLATION OF THE EMERGENCY SPILLWAY CONSTRUCTION.
- 10. REMOVE BMPS UPON PERMANENT STABILIZATION OF THE DISTURBED AREA TRIBUTARY TO EACH BMP. PERMANENT STABILIZATION IN GRASSED AREAS IS CONSIDERED UNIFORM 70% PERENNIAL VEGETATIVE COVER OVER THE ENTIRE DISTURBED AREA, AND TEMPORARY PAVING OR SUBBASE ARE ACCEPTABLE FOR PAVED AREAS. DISTURBED AREAS ASSOCIATED WITH THE REMOVAL OF BMPS SHOULD BE IMMEDIATELY REPAIRED AND STABILIZED.

