



**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP
PUBLIC MEETING AGENDA
August 18, 2025 5:30 PM**

1. PLEDGE OF ALLEGIANCE

2. 5:30 PM - CALL TO ORDER CONTINUATION OF CONDITIONAL USE HEARING

ENCLOSURE

The continuation of the hearing to consider the Conditional Use Application of Islamic Society of Greater Valley Forge, on behalf of North American Islamic Trust, for properties located at 958 N. Valley Forge Road and 966 N. Valley Forge Road.

3. 7:00 PM - ADJOURN CONDITIONAL USE HEARING AND CALL TO ORDER PUBLIC MEETING

4. ANNOUNCEMENTS

A. In observance of Labor Day, Township offices will close at 2 PM on Friday, August 29, and will be closed Monday, September 1.

5. APPROVAL OF MINUTES

ENCLOSURE

A. Motion to approve minutes of July 21, 2025, public meeting

6. TOWNSHIP BUSINESS

A. Supervisor Liaison Reports

B. Audit Presentation

ENCLOSURE

C. Motion to ratify executing the engagement letter between Strategic Solutions and Tredyffrin Township for condemnation proceeding for 355 Chase Road (Picket Post)

ENCLOSURE

D. Motion to approve capital purchase of Police Vehicle

E. Motion to approve the final escrow release for 958 Mt. Pleasant in the amount of \$33,342.23, conditioned upon full payment of all outstanding reimbursable invoices from the Township

ENCLOSURE

F. Motion to approve the Account Agreement between Tredyffrin Township, Tredyffrin-Easttown School District and the Pennsylvania Local Government Investment Trust (PLGIT) for Conestoga High School athletic fields project

ENCLOSURE

G. Motion to approve proposal from Bowman to assist Township staff with an application for a Green Light Go Grant

ENCLOSURE

H. Motion to approve the Stormwater Best Management Practices Operations and Maintenance Agreement for YSC Sports LP, PECO, and Tredyffrin Township

ENCLOSURE

I. Motion to adopt Resolution #2025-15 regarding reimbursement of the Township's capital contributions in the event of a future sale of the assets of the Valley Forge Sewer Authority

7. NEW MATTERS

A. Board Members

B. Citizens

8. NEXT MEETING – The next meeting is scheduled for Monday, September 15, 2025.

9. ADJOURN PUBLIC MEETING

TREDYFFRIN TOWNSHIP

Conditional Use Application

For Township Use

App #:

SUBMISSION REQUIREMENTS

- 12 complete sets of application form, narrative and site plan
- Payment of fee (See Schedule of Fees for amount).

JUN 11 '25 PM 1:56

Application deadline is 2 weeks prior to the regular meeting of the Planning Commission (usually the 3rd Thursday of the month). Applicants will receive a notice confirming that their plans are on the upcoming agenda.

APPLICANT/PROPERTY INFORMATION

Name and address of applicant:

Islamic Society of Greater Valley Forge
on behalf of North American Islamic Trust
PO Box 2261
Southeastern, PA 19399

Phone: 215-345-7000

Fax:

E-mail: mpeters@eastburngray.com

Will the applicant be the point of contact for Township correspondence about this plan? Yes ☒ No

If no, provide name and address for the point of contact.

Michael E. Peters, Esquire (counsel for applicant)
Eastburn and Gray, PC
60 East Court Street, PO Box 1389
Doylestown, PA 18901

Phone: 215-345-7000

Fax:

E-mail: mpeters@eastburngray.com

Applicant's interest in the property in question (e.g. owner, agent, lessee, etc.):

Legal owner (958 N. Valley Forge Road) ; Equitable owner (966 N. Valley Forge Road)

Name of property owner (if different from above):

North American Islamic Trust (958 N. Valley Forge Road); Devon 50 Inc. (966 N. Valley Forge Road)

Address of property involved in the application (if different from above):

958 and 966 N. Valley Forge Road

Property's Tax Parcel #:

43-5-86 (958) and 43-5-85 (966)

Zoning Classification:

R-1 Residence and IO Institutional Overlay

SITE PLAN and NARRATIVE (12 copies)

1. Submit a site plan showing the layout and dimensions of the lot, location of buildings and parking, etc.
2. On separate paper, describe the following:
 - a. the present use of the property, including existing improvements on it.
 - b. the proposed use and any proposed improvements or additions to the property.
 - c. the suitability of the property for the proposed use.
 - d. zoning bonuses requested and proposed reciprocal action
 - e. how the proposed changes will impact traffic or parking in the surrounding area.

CERTIFICATION: I certify that all of the information presented in this application and all attachments is true and correct.

Michael E. Peters, Esquire (counsel)

Name (printed)

Signature

6.9.2025

Date

CONDITIONAL USE APPLICATION

958 AND 966 VALLEY FORGE ROAD

ADDENDUM

APPLICANT: Islamic Society of Greater Valley Forge
on behalf of North American Islamic Trust¹

PROPERTY: 958 and 966 North Valley Forge Road
tax parcel nos. 43-5-85 and 43-5-86

RELIEF SOUGHT: Conditional use pursuant to the IO Institutional Overlay District, specifically pursuant to zoning ordinance § 208-45.C to permit the "church, temple, synagogue, mosque or similar place of worship; convent, monastery or similar religious institutions, including rectory or parish house, and accessory uses" use, specifically to permit expansion of applicant's existing facilities on 958 North Valley Forge Road, which expansion would include improvements on 966 Valley Forge Road

BACKGROUND

Applicant, Islamic Society of Greater Valley Forge ("ISGVF") maintains its existing mosque and related facilities on the property located at 958 North Valley Forge Road (tax parcel no. 43-5-86, the "ISGVF Property"). The neighboring property at 966 North Valley Forge Road (tax parcel no. 43-5-85, the "Duncan Farm Property") is owned by Devon 50 Inc., an entity associated with the Boys and Girls Troops of Devon 50, Scouts BSA (the "Troops"). The Troops also own and maintain Camp Jarvis at 920 Valley Forge Road (the "Camp Jarvis Property"),

¹ ISGVF is the sole possessor, user, beneficiary, and manager of the ISGVF Property. The ISGVF Property is held in trust by the North American Islamic Trust, Inc. (NAIT). NAIT has authorized ISGVF to seek the lot line change explained hereinbelow, as shown in the authorization letter included with this submission.

which property does not abut the ISGVF Property along North Valley Forge Road, but does abut the ISGVF Property at the rear of the properties.

Devon 50 and ISGVF have come to an agreement whereby a portion of the Duncan Farm Property will be transferred to ISGVF and become part of the ISGVF Property. The rear of the ISGVF Property and the remainder of the Duncan Farm Property will become part of the Camp Jarvis Property. This property swap is shown on the plans included herewith.

As a result of the property swap, the Camp Jarvis Property will include additional wooded area, and the ISGVF Property will include additional space for expansion of the existing ISGVF facilities and additional parking. This redevelopment will also result in the clean-up of the Duncan Farm Property, which currently contains a dilapidated structure, debris piles and junk, as well as the installation of stormwater BMPs where no stormwater facility exists.

As noted above, ISGVF's use of the ISGVF Property and proposed use of a portion of the Duncan Farm Property is permitted in the IO Institutional Overlay District ("IO District"), as a conditional use pursuant to zoning ordinance § 208-45.C, which permits:

church, temple, synagogue, mosque or similar place of worship; convent, monastery or similar religious institutions, including rectory or parish house, and accessory uses.

The use permitted by zoning ordinance § 208-45.C is referred to herein as the "Religious Use". ISGVF's current Religious Use is an existing non-conforming use

on the ISGVF Property, which is located in the R-1 Residence District, and all existing dimensional nonconformities are existing nonconformities under the zoning ordinance.

ISGVF needed variances from certain area and bulk requirements in the IO District, and was granted the following variances by decision of the zoning hearing board dated May 22, 2025 (appeal no. 14-25), included with this submission:

- a dimensional variance from zoning ordinance § 208-46.A to permit a minimum lot area of less than 10 acres, specifically 4.11 acres;
- a dimensional variance from zoning ordinance § 208-46.B to permit a building height of 50 feet instead of the maximum 42 feet;
- a dimensional variance from zoning ordinance § 208-46.C(1) to permit an impervious surface coverage of 46% instead of the maximum permitted 25%; and
- a dimensional variance from zoning ordinance § 208-46.D(2) to permit/maintain a distance of 41.3 feet (same as the existing building) from a residential district or use, instead of the minimum required 100 feet.

The zoning hearing board's decision was granted pursuant to certain conditions, which ISGVF intends to comply with.

As required in the conditional use application, ISGVF submits herewith a site plan (the "Zoning Plan").

ISGVF answers the 5 questions posed at the end of the conditional use application as follows:

a. Describe the present use of the property, including existing improvements on it.

As noted above, the ISGVF Property contains ISGVF's existing facilities. The Duncan Farm Property contains an existing dilapidated structure, debris piles, and junk materials.

b. Describe the proposed use and any proposed improvements or additions to the property.

ISGV will continue to use the ISGVF Property for the existing Religious Use, and will expand its mosque facilities onto the portion of the Duncan Farm Property that will transfer to ISGVF. The expanded facilities are intended to serve ISGVF's existing congregation, and to provide additional facilities for that existing congregation, including specifically classroom space and a gymnasium. The Zoning Plan is attached hereto showing the proposed improvements. As shown on the site plan, ISGVF proposes to expand its existing facility by approximately 10,586 square feet, with additional parking and other associated improvements, including specifically stormwater BMPs.

c. Describe the suitability of the property for the proposed use.

The ISGVF Property is currently used for the Religious Use. Across the street from the subject properties is the Baptist Church in the Great Valley. On the other side of the ISGVF Property from the Duncan Farm Property is Chabad of Chester County (fronting on North Valley Forge Road) and Devon 50's Camp Jarvis (to the rear).

This particular area of the Township, although zoned R-1 Residence District, is comprised of properties used for the Religious Use. The subject properties are uniquely appropriate for the Religious Use.

d. *Describe zoning bonuses requested and proposed reciprocal action.*

No zoning bonuses are requested.

e. *Describe how the proposed changes will impact traffic or parking in the surrounding area.*

The proposed improvements are intended to serve ISGVF's existing congregation. Moreover, the proposed improvements add approximately 60 parking spaces, and will serve to improve the on-site parking for the ISGVF facilities. With the addition of 60 parking spaces adjacent to the building, the congregant crossing of North Valley Forge Road will be reduced. Also, the new layout proposes to relocate the egress from the existing facility approximately 125 feet north, resulting in better sight distance along North Valley Forge Road for the exiting patrons, and in turn, making the egress from the property safer than the existing conditions. The proposed improvements will add stormwater BMPs on the Duncan Farm Property, that presently has no stormwater management controls. The proposed improvements will improve stormwater runoff from the Duncan Farm Property and traffic movement.



IN RE:
APPLICATION OF
ISLAMIC SOCIETY OF
GREATER VALLEY FORGE &
DEVON 50, INC.

BEFORE THE ZONING HEARING BOARD
OF TREDYFFRIN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA

APPEAL NO. 14-25

DECISION

The Zoning Hearing Board of Tredyffrin Township (the "Board"), after proper advertisement, met on Thursday, April 24, 2025 to hear evidence on the Application of the Islamic Society of the Greater Valley Forge ("ISGVF") and Devon 50, Inc. ("Devon") (collectively, the "Applicants") seeking certain relief for the properties located at 958 North Valley Forge Road, being Tax Parcel No. 43-5-86 (the "Existing Property") and 966 North Valley Forge Road, being Tax Parcel No. 43-5-85 (the "the Former Duncan Property") (collectively, the "Properties") located in the R-1 Residential Zoning District of Tredyffrin Township (the "Township"). The Applicants sought the following dimensional variance relief from the Tredyffrin Township Code of Ordinances (the "Code") to permit an expansion of the existing mosque and related uses, as part of a proposed subdivision and land development plan:

1. A dimensional variance from Code Section 208-46.A to permit a minimum lot area of 4.11 acres where 10 acres is required;
2. A dimensional variance from Code Section 208-46.B to permit a building height of 50 feet where 42 feet is permitted;
3. A dimensional variance from Code Section 208-46.C to permit impervious coverage of 46% where 25% is permitted; and
4. A dimensional variance from Code Section 208-46.D(2) to permit/maintain the 41.3-foot setback from a residential district or use where 100 feet is required.

3. The Applicants presented testimony and documentary evidence in support of the Application.

4. Mr. Horgan, Ms. Balog, Ms. Cory, Mr. Giannini, and Mr. March (individually and on behalf of the Association) presented testimony in opposition to the Application.

5. Anand Bhatt, P.E. was admitted as an expert in civil engineering, zoning, subdivision and land development and site design.

6. The following exhibits were admitted as evidence at the hearing:

Board Exhibits

- Exhibit B-1 Zoning Application, with supporting documentation;
- Exhibit B-2 Proof of Publication of the notice in the *Daily Local News* on April 10, 2025 and April 17, 2025;
- Exhibit B-3 Affidavit of Mailing Notice to the neighboring property owners on April 11, 2025;
- Exhibit B-4 Affidavit of Posting dated April 14, 2025; and
- Exhibit B-5 Zoning Officer Memorandum, dated April 22, 2025 regarding the recommendation of the Township Planning Commission.

Applicants' Exhibits

- Exhibit A-1 Deed for the Properties
 - A. Deed between ISGVF and the North American Islamic Trust, dated July 9, 2020;
 - B. Deed between Bonnie Mackey, administrator DBN of the Estate of Evelyn S. Duncan, and Devon, dated August 21, 2023;
- Exhibit A-2 Authorization letter from the North American Islamic Trust, Inc., dated November 20, 2024;
- Exhibit A-3 Agreement of Sale between North American Islamic Trust, Inc. and Devon, and three amendments thereto;
- Exhibit A-4 C.V. of Anand A. Bhatt, P.E., LEED AP;

10. ISGVF is one of the Applicants.
 11. ISGVF is a nonprofit mosque and exists for religious and charitable purposes and for the advancement of religion.
 12. The Existing Property is located within the R-1 Residential Zoning District.
 13. The purpose of the R-1 Residential Zoning District is : "... to provide opportunities for moderate intensities of residential development in areas which are effectively served with roads, sewer and water facilities that can support such intensities of land use."
 14. However, the Code permits the Applicants to utilize the IO Institutional Overlay Zoning District to develop the Properties in the R-1 Zoning District.
 15. The purpose of the IO Institutional Overlay Zoning District is to
"... overlay and supplement underlying districts, ... is established to promote and protect the health, safety and general welfare of the citizens of Tredyffrin Township. These general goals and objectives include, among others, the following specific purposes:
 - A. To promote suitable areas within the Township for appropriate institutional uses which are compatible with and complementary to the surrounding community.
 - B. To provide for the special needs of older citizens close to family and friends.
 - C. To encourage the development of institutions with consideration for the welfare of the surrounding residential neighborhoods and adjacent nonresidential uses.
 - D. To encourage institutional development to take place in those areas of the Township convenient to public transportation and pedestrian accessways."
- Code Section 208-43.
16. The Existing Property is approximately 4.98 acres.
 17. The Existing Property is long and narrow.
 18. Under the IO Zoning District, the Existing Property is nonconforming as to lot area (4.98 acres where 10 acres is required); minimum lot width (176.8 feet where 400 feet is required),

26. The existing two-story mosque is perceived from the road as a one-story building.
27. The lower story of the mosque is used for classrooms and the upper story is used as a prayer room.
28. The Existing Property is currently put to a religious use.

The Former Duncan Property

29. The Former Duncan Property is located at 966 North Valley Forge Road, being Tax Parcel 43-5-86.
30. The Former Duncan Property is located within the R-1 Zoning District.
31. The Former Duncan Property is owned by Devon.
32. Devon is the second Applicant.
33. Devon is a nonprofit corporation, which operates troops associated with Scouts.
34. The Former Duncan Property is approximately 2.3 acres in size.
35. The Former Duncan Property is irregularly shaped, and narrows to a point in the rear.
36. The Former Duncan Property is bordered to the north and west by PECO, to the east by North Valley Forge Road, and to the south by the Existing Property.
37. The Former Duncan Property is also bisected by a creek, which is a tributary to Trout Creek.
38. The western portion of the Former Duncan Property is heavily wooded.
39. The eastern portion of the Former Duncan Property is currently improved with a dilapidated farm house, a gravel parking area, inoperable large vehicles and trailers, and trash and debris piles.
40. In 1973, the Former Duncan Property received zoning approval for a farm store (associated with the farm house residence).

50. Devon will preserve the natural features, including the woodland and stream, located on the New Camp Property.

51. Additionally, Devon proposes to convey the remaining eastern 1.76 acres of the Former Duncan Property to the ISGVF to be consolidated with the remainder of the Existing Property, (the "New ISGVF Property").

52. The New ISGVF Property will be 4.11 acres.

53. Code Section 208-46.A states: "The lot area shall not be less than 10 acres ...".

54. As a result the Applicants require a dimensional variance to permit the New ISGVF Property to be 4.11 acres.

55. After the conveyances, there will be the New Camp Property and the New ISGVF Property, and the Former Duncan Property will cease to exist.

56. Devon and ISGVF will have to complete the Township's subdivision and land development process to create the two new properties.

57. Approval of the proposed subdivision and land development is not before this Board, but is under the purview of the Township's Planning Commission.

58. Devon proposes to utilize the New Camp Property for the same purpose as it is currently utilizing the existing Camp Property.

Development of the New ISGVF Property

59. ISGVF proposes to continue to utilize the New ISGVF Property as a mosque for a religious use.

60. ISGVF proposes to expand the existing religious use on the Property.

61. Approval of the expansion of the existing religious use on the Property is not before this Board, but under the purview of the Township's Board of Supervisors.

72. Code Section 208-46.D(2) states: "The following building placement restrictions shall apply: ... (2) When a portion of the perimeter for the tract abuts any residential use or district, all structures shall be a minimum of 100 feet from that perimeter."

73. The New ISGVF Property is located within the R-1 Zoning District, which is a residential zoning district.

74. Therefore, the Applicants require a dimensional variance to permit the maintenance of the existing 41.3-foot setback for the southern property line for the existing mosque as expanded.

75. The Existing Property has 49,961 square feet of impervious coverage currently located on the property.

76. The Former Duncan Property has 32,411 square feet of impervious coverage currently located on the property.

77. As a result, the New ISGVF Property will, after the subdivision/lot consolidation occurs, but prior to additional construction, have 82,372 square feet of impervious coverage on the property, which is 46% impervious coverage.

78. After the proposed removal of the second access drive, the dilapidated farm house, and compacted gravel areas, and the addition of the mosque addition, 60 parking spaces and the northern access drive, there will be 46% impervious coverage on the New ISGVF Property.²

79. Code Section 208-46.C(1) states: "Coverage requirement. The building coverage and impervious coverage requirements shall comply with that permitted for the underlying zoning

² Exhibit A-8 zoning table and proposed impervious coverage table reflect 45.5% impervious coverage as requested. However, when the numbers in the proposed impervious coverage table are calculated, both as area and impervious ratio numbers, the calculations reflect 47.7% impervious coverage. As the Applicants, in the Application, all exhibits, and testimony have stated that 46% impervious coverage is the requested relief, the Board will only consider the request for 46%, and not the 47.7% reflected by the calculation.

90. The proposed addition to the mosque will also permit ISGVF to move youth education and activities from the inadequately sized converted residence to the lower level of the proposed addition.

91. The proposed addition will permit the mosque to have recreational facilities for its mosque teams, in particular a gymnasium, on the second level of the addition.

92. The existing converted residence will be utilized for a custodian or caretaker of the property.

93. Based on the number of seats in the mosque and the square footage of the office use as proposed, 122 parking spaces are required.

94. A minimum of 6 accessible spaces are required.

95. The Applicants propose to have 129 parking spaces.

96. The 69 parking spaces on the Existing Property are not adequate for the use as it exists currently.

97. As a result, the ISGVF has entered into an agreement with The Baptist Church in the Great Valley to utilize portions of its parking during its services.

98. To access that parking, the congregation is required to traverse North Valley Forge Road.

99. ISGVF contracts with police to assist with the safe crossing of the road before and after its worship services.

100. The addition of 60 parking spots will reduce and potentially eliminate the need for the congregation to utilize parking on the other side of North Valley Forge Road.

101. The existing northern access drive will be removed and is proposed to be replaced with new access drive located further north on the Property.

115. As a result, the Applicants require a dimensional variance to permit the proposed height increase.

116. The proposed height is necessary to accommodate the proposed gymnasium, which will contain a basketball court.

117. The industry standard for minimum clearance for a basketball court is 25 feet.

118. Accounting for the roof parapet, roof joust, classroom level, floor joust, and finished floor above grade, it was the recommendation of the Applicants' architect that the building height be 56 feet 6 inches, or even potentially 60 feet.

119. In order to reduce the height to the minimum relief necessary, the Applicants have reduced the size of the trusses in the building.

120. As a result, the Applicants propose a height of 50 feet.

121. The Applicants require the gymnasium to house the mosque's recreational activities and teams.

122. Currently the mosque teams are not able to play on site.

123. Use of the gymnasium would permit mosque teams to play on the New ISGVF Property, as well as host teams which are playing the mosque's teams.

124. The gymnasium would not be rented to third parties.

125. The proposed mosque addition is located in the center of the New ISGVF Property.

126. The proposed mosque addition is set back approximately 230 feet from the right-of-way line, well beyond the required 65-foot front-yard setback.

127. Given the grade of the New ISGVF Property which slopes slightly downward as it moves away from North Valley Forge Road, as well as the distance of the proposed addition from

139. Ms. Cory received neighbor notification of the hearing.
140. Ms. Cory is granted party status.
141. Ms. Cory testified regarding her concerns about development in the Township and the existing traffic on Friday afternoons at the Existing Property.
142. In addition, she testified regarding existing stormwater runoff from the PECO property and her concern that the proposed parking lot may increase stormwater runoff in this area and that treatment chemicals would impact her well water.
143. She also testified regarding her concern that she would see the building from her home.
144. Amy Balog, 487 Old Forge Crossing, Devon PA 19333, Joshua Giannini, 134 Old Forge Crossing, Devon, PA 19333, and Paul March, 216 Old Forge Crossing, Devon, PA 19333 sought party status.
145. Mr. March is the president of the Association.
146. Mr. March also sought party status for the Association.
147. Ms. Balog, Mr. Giannini, and Mr. March reside in Old Forge Crossing, which is located across North Valley Forge Road and to the north of the New ISGVF Property beyond the PECO property.
148. Ms. Balog, Mr. Giannini, and Mr. March received neighbor notification of the Application.
149. The Association also received neighbor notification of the Application.
150. Ms. Balog, Mr. Giannini, and Mr. March reside in proximity to the Properties.
151. Property owned by the Association is in proximity to the Properties.

162. John Balog, 271 Rosedale Road, Wayne, PA 19087 sought party status.

163. The Applicants objected to Mr. Balog's party status, as his property is too far removed from the Properties.

164. Mr. Balog did not receive a neighbor notification of the hearing.

165. Mr. Balog's property is not located in proximity to the New ISGVF Property.

166. The Board denied Mr. Balog's party status at the hearing.

Public Comment

167. Mr. Balog offered public comment in opposition to the Application, expressing concerns regarding stormwater runoff and traffic congestion, and the density of development in the Township.

168. Mark Smith, 143 Old State Road, offered public comment, expressing concern regarding stormwater runoff and ground water contamination, existing traffic, the dumping on the Former Duncan Property, and the impervious calculations.

169. Mr. Segelbaum, 492 Old Forge Crossing, offered public comment clarifying as secretary to the Association, that the board directed Mr. March to appear and participate, as well as expressing concerns regarding stormwater management, and impervious calculations related to the Former Duncan Property.

170. Bob Tickner, trustee for Devon, offered public comment regarding Devon's current use of the Camp Property, and its proposed use of the New Camp Property for scouting.

171. Dave Thomas, associated with Devon, offered public comment, in favor of the Application, regarding impervious surface, height, and parking.

172. Reverend Maxine Kaye offered public comment in support of the Application, as a member of the religious community.

- (1) That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the Zoning Ordinance in the neighborhood or district in which the property is located;
- (2) That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and that the authorization of a variance is, therefore, necessary to enable the reasonable use of the property;
- (3) That such unnecessary hardship has not been created by the appellant;
- (4) That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare; and
- (5) That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

Code §208-150.B. Hertzberg vs. Zoning Board of Adjustment of the City of Pittsburgh, 554 Pa. 249, 721 A.2d 43 (1998), stands for the proposition that a dimensional variance can be granted on a lesser quantum of proof of hardship than is required in the case of an application for a use variance.

The matter involves the ultimate consolidation and resubdivision of three properties, the Existing Property, the Former Duncan Property, and the Camp Property, into two properties, the New ISGVF Property and the New Camp Property, and the subsequent expansion of the existing religious use on the New ISGVF Property by conditional use. Approval of the subdivision and land development and the conditional use are not before this Board, and are outside the scope of

can be preserved, rather than removed and/or disturbed as part of redevelopment of either existing parcel. The size of the New ISGVF Property will be slightly smaller than the Existing Property, but larger than Former Duncan Property. However, the Applicants are not seeking to have a new institutional use on the New ISGVF Property. Rather, the Applicants only seek to continue the existing use on a similar sized parcel, while removing the dilapidated and junk yard conditions of the Former Duncan Property. Further, the size of the New ISGVF Property is in keeping with the underlying zoning district, which generally requires lot sizes smaller than proposed by the New ISGVF Property. The New ISGVF Property will be similarly sized or larger than some nearby parcels. The proposed lot size will not impair the appropriate use or development of adjacent properties, and in the case of Camp Property/New Camp Property, will substantially benefit the property. It will also not be detrimental to the public welfare. The Board finds the Applicants have met their burden for this dimensional variance.

The Applicants also seek a dimensional variance to permit the existing mosque and the mosque addition to have a setback of 41.3 feet from a residential district and use rather than the required 100 feet. While there are no residential uses abutting the New ISGVF Property, the entire parcel is located in the R-1 Zoning District. The existing mosque is currently setback 41.3 feet from the southern property line (which abuts another religious use), and is an existing nonconformity that is proposed to remain unchanged. As to the existing mosque this is the minimum relief necessary as it is the setback necessary to permit the existing mosque to remain in place. As it is already in existence it has no impact on the public welfare, and will not impair adjacent properties or the community.

The proposed mosque addition is "L" shaped and wraps around the existing mosque. A portion of the addition is proposed to align with the existing mosque and have an identical setback

Existing Property, which is inadequate to meet the needs of the youth in the congregation. The mosque addition would permit the youth activities and religious study to be moved into the mosque building, and the converted residence to be used by a custodian or caretaker of the New ISGVF Property. Finally, the mosque addition will contain recreational space in a gymnasium with a basketball court to serve the needs of the congregation's recreation teams. Currently there is not space for those teams on the Existing Property.

A portion of the impervious coverage is attributable to the addition of 60 parking spaces on the New ISGVF Property, for a total of 129 parking spaces. The Code requires 122 parking spaces and at least 6 accessible parking spaces, so this is the minimum number of parking spaces for the use. There is currently inadequate parking on the Existing Property for worship services and ISGVF has made arrangements with The Baptist Church in the Great Valley to provide parking for its congregation for worship services. However, this arrangement requires the congregation to cross North Valley Forge Road, necessitating the presence of police to permit the congregation to safely travel. Now the congregation will be able to primarily park on the New ISGVF Property, largely eliminating the need for such an arrangement. The termination of this arrangement should improve the flow of traffic during these times of day. While the Board is mindful of the existing traffic concerns on North Valley Forge Road, those conditions are existing conditions, and the proposed addition is designed for the existing congregation and not to draw new trips to the New ISGVF Property. Further, the addition of the parking spaces should eliminate some of the traffic concern in this area. As requested by a number of the parties, and acknowledged by the Applicants to be a part of land development, the Applicants would be amenable to a traffic study during land development or as required by other approving bodies to address traffic concerns.

Party Status

The MPC states: "The parties to the hearing shall be the municipality, any person affected by the application who has made timely appearance of record before the board, and any other person including civic or community organizations permitted to appear by the board." 53 P.S. 10908(3). Six individuals and one association sought party status in this Application.

Mr. Horgan's property abuts the Existing Parcel and as such he is a person who is clearly affected by the Application. Mr. Horgan's request for a party status was granted at the hearing and was not objected to by the Applicants. In converse, Mr. Balog's property is not located in the vicinity of the Existing Property or the Former Duncan Property, and while he had concerns about the Application, he would not be impacted by the Application in a manner different than any other Township resident. As a result, Mr. Balog was denied party status at the hearing.

Ms. Cory sought party status, which was objected to by the Applicants. Ms. Cory's property is located on the other side of the PECO property to the north of the Former Duncan Property. Ms. Cory can view the Former Duncan Property from her home. As a result, the Board finds that she is a person affected by the Application, and is granted party status over the objection of the Applicants.

Ms. Balog, Mr. Giannini, and Mr. March are all residents of the Old Forge Crossing development, and sought party status in this matter, which was objected to by the Applicants. All three individuals received notice regarding the Application, which suggests the Township, through its Code provisions, has determined that these are persons potentially impacted by the Application. Further, these individual articulated significant stormwater existing conditions and concerns which they believe may be exacerbated by the Application, which indicates they are affected by the portion of the Application pertaining to the requested dimensional variance for impervious

9. The Applicants have established entitlement to a dimensional variance from Code Section 208-46.C to permit impervious coverage of 46% where 25% is permitted.

10. The Applicants have established entitlement to a dimensional variance from Code Section 208-46.D(2) to permit/maintain the 41.3-foot setback from a residential district or use where 100 feet is required.

11. Due to the nature of the granted relief, conditions are required.

The Board, therefore, enters the following:

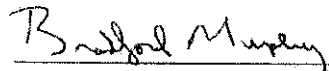
ORDER

AND NOW, this 22nd day of May 2025, upon consideration of the Application of the Islamic Society of Greater Valley Forge located at 958 North Valley Forge Road (Tax Parcel No. 43-5-86) and Devon 50, Inc., located at 966 North Valley Forge Road (Tax Parcel No. 43-5-85) both in the R-1 Residential District and IO Institutional District of the Township, for dimensional variance relief to permit for the resubdivision of the properties and construction of an addition to the existing mosque, parking facilities, access drive and stormwater management, IT IS HEREBY ORDERED that the following relief is GRANTED:

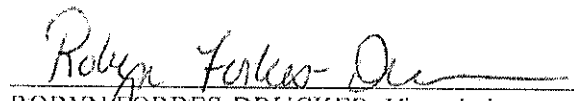
1. A dimensional variance from Code Section 208-46.A to permit a minimum lot area of 4.11 acres where 10 acres is required;
2. A dimensional variance from Code Section 208-46.B to permit a building height of 50 feet where 42 feet is permitted;
3. A dimensional variance from Code Section 208-46.C to permit impervious coverage of 46% where 25% is permitted; and
4. A dimensional variance from Code Section 208-46.D(2) to permit/maintain the 41.3-foot setback from a residential district or use where 100 feet is required.

ZONING HEARING BOARD OF
TREDYFFRIN TOWNSHIP


DANIEL MCLAUGHLIN, Chairperson


BRADFORD MURPHY, Member

I dissent from the Decision and Order.


ROBYN FORBES-DRUCKER, Vice-chairperson

Please be advised that Code Section 208-148 states: "Unless otherwise specified by the Zoning Hearing Board, a special exception or variance shall expire if the applicant fails to obtain a building or occupancy permit within 12 months from the date of the decision of the Zoning Hearing Board."

**Tredyffrin Township
Public Meeting
Minutes – July 21, 2025**

A public meeting of the Board of Supervisors of Tredyffrin Township was held on the above date at the Tredyffrin Township Building and via Zoom. Board members present included Chair David Miller, Vice Chair Julie Gosse (via Zoom), KS Bhaskar, Matt Holt, Sharon Humble, Carlotta Johnston-Pugh, and Murph Wysocki. Also, in attendance were Township Manager William Martin; Chief Operating Officer Joseph DiRocco; Township Solicitor Patrick McKenna; Police Chief Mike Beaty; Director of Planning & Zoning Erin McPherson; Township Engineer Stephen Burgo; and Recording Secretary Patricia Hoffman.

The meeting dates for the year were advertised in the 12/27/2024 issue of Daily Local and the 1/5/2025 issue of the Main Line Suburban. The meetings dates for the year were published on the Township website by 12/31/2024 and were printed in the Township's newsletter 1/31/2025. The agenda was posted on the Township website 7/17/2025 and at the main entrance to the Township Building 7/17/2025. Copies of the agenda were made available for the public in attendance at the meeting.

CALL TO ORDER CONDITIONAL USE HEARING

At 5:31 PM, Mr. Miller called to order a hearing to consider the Conditional Use Application of Islamic Society of Greater Valley Forge, on Behalf of North American Islamic Trust. The properties are 958 N. Valley Forge Road and 966 N. Valley Forge Road. The Applicant is the owner of 958 N. Valley Forge Road and is the equitable owner of an 0.40 acre portion of 966 N. Valley Forge Road, which is owned by Devon 50, Inc. The parcels are located in the R-1 Residential District of the Township. The Applicant seeks conditional use approval pursuant to §208-45.C (IO – Institutional Overlay Districts, Use regulations) of the Tredyffrin Township Zoning Ordinance to permit a religious use on the property, in conjunction with an existing mosque and related facilities on the adjacent parcel, and any other such relief deemed necessary by the Board of Supervisors.

The hearing was adjourned at 6:51 PM and will continue at 5:30 PM on Monday, August 18, 2025.

Notes of testimony were taken by Court Reporter Eleanor Schwandt.

CALL TO ORDER PUBLIC MEETING

Mr. Miller called to order the public meeting at 7:02 PM.

ANNOUNCEMENTS

- The Tredyffrin Historic Preservation Trust is hosting a lecture on Wednesday, July 23, at 7 PM on “How Native Americans Shaped Our Democracy” at DuPortail House. The guest lecturer is Jim McKinley. Visit www.tredyffrinhistory.org for more information and to get your ticket.
- Beginning Thursday, July 17, the tot lot playground and parking area in Wilson Farm Park was closed for approximately 8 weeks (weather dependent) for the removal and installation of new playground equipment and pavilion upgrades. Once completed, the project will transition to the remaining two play areas for upgrades. Additionally, restroom upgrades, drinking fountains, park lighting, new dugouts, irrigation upgrades, performance stage upgrades and pathway sealing will provide a better experience for all who enjoy this park. The approximate completion date for all park improvements is by the end of 2025.

APPROVAL OF MINUTES

Motion made by Mr. Bhaskar, seconded by Ms. Humble, and passed unanimously to approve minutes of the June 16, 2025 public meeting.

TOWNSHIP BUSINESS

Mr. Miller stated that the Board met in Executive Session prior to this meeting to discuss legal and personnel matters.

Supervisor Liaison Reports

The Supervisors provided reports for the following meetings:

- Ms. Humble reported on the Park & Recreation Board held on July 9. The next meeting is scheduled for September 10.
- Ms. Humble reported that the Conditional Use Hearing was continued until August 18 and that the next Zoning Hearing Board is scheduled for July 24.
- Mr. Holt reported on the Arts Commission meeting held on July 10. The next meeting is scheduled for September 4.
- Mr. Wysocki reported on the Planning Commission meeting held on June 18. The next meeting is scheduled for August 21.
- Mr. Bhaskar reported on the Traffic Committee meeting held on June 18. The next meeting is scheduled for September 17.
- Mr. Bhaskar reported on the Environmental Advisory Council meeting held on June 24. The next meeting is scheduled for August 27.
- Mr. Bhaskar reported on the Library Board of Trustees meeting held on June 26. The next meeting is scheduled for July 24.
- Dr. Gosse reported on the Historical Commission meeting held on July 10. The next meeting is scheduled for September 11.
- Motion made by Ms. Humble, seconded by Mr. Wysocki, and passed unanimously to appoint Erika Diaz as an alternate member of the Zoning Hearing Board.

More information for these meetings can be found on the Township website in the minutes for each meeting.

TESD Agreements

Motion made by Ms. Johnston-Puth, seconded by Mr. Wysocki, and passed unanimously to approve the Developer's Agreement, Financial Security Agreement, and Stormwater Best Management Practices Operations and Maintenance Agreement for the T/E School District new elementary school at 1200 Swedesford Road.

Resolution: SEPTA Funding Support

Motion made by Mr. Bhaskar and was seconded by Ms. Humble to adopt Resolution 2025-13 urging the Pennsylvania Legislature to establish permanent funding support for SEPTA.

Mr. Bhaskar noted that this represents an investment in infrastructure for the Commonwealth of PA that should be done.

Mr. Wysocki noted that this is important for the entire region and is critical for the people who live in the area.

Mr. Miller noted that train service in this area is vital.

Ms. Humble noted that providing funds for SEPTA is important.

Resident Hans Van Mol, Paoli, noted that the State House has passed bipartisan legislation to fund all transit agencies in Pennsylvania which is now under consideration by the State Senate.

Resident Art Zadrozny, Painters Lane, noted that while funding for SEPTA is important, could the agency find ways to be more budget conscious and prudent.

Ms. Johnston-Pugh proposed the Board of Supervisors consider an additional resolution which incorporates all the transit agencies in Pennsylvania, not just SEPTA.

After discussion, a roll call vote was taken: Ms. Humble – aye; Mr. Holt – aye; Mr. Wysocki – aye; Mr. Bhaskar – aye; Ms. Johnston-Pugh – aye; Dr. Gosse – aye; Mr. Miller – aye. The motion passed with a 7-0 vote.

IT Migration Project

Motion made by Mr. Bhaskar, seconded by Mr. Wysocki, and passed unanimously to approve the proposal from TechSynergy to complete the migration of the VMware system, where the majority of the servers reside, to a cloud-based solution at a cost of \$58,800.

Mr. Bhaskar noted that it is time that the Township move to virtual servers and expressed his support for this project.

311 S. Valley Road Agreements

Motion made by Ms. Johnston-Pugh, seconded by Ms. Humble, and passed unanimously to approve the Developer's Agreement, Financial Security Agreement, Stormwater Best Management Practices Operations and Maintenance Agreement, and Assignment of Land Development Approval for 311 South Valley Lawyers, LLC.

458 Old Eagle School Road Agreement

Motion made by Ms. Humble, seconded by Mr. Wysocki, and passed unanimously to approve the PennDOT Right-of-Way Sanitary Sewer Facilities Operations, Maintenance and Endowment Agreement between Tredyffrin Township and Hanna & John Brent Dougher for 458 Old Eagle School Road.

Gregory Lane SW Project

Motion made by Mr. Bhaskar, seconded by Mr. Wysocki, and passed unanimously to award bid for Gregory Lane SW Project (Phase 1) to Mason Dixon Contractors, LLC, the lowest qualified bidder, at a cost of \$507,447.03. Mr. Burgo noted that this is below the amount that was originally estimated for the project. Construction funding includes \$626,300 of State/County Grant Funding, including ARPA funds.

Wilson Farm Park Rehabilitation Project

Motion made by Ms. Humble, seconded by Mr. Wysocki, and passed unanimously to approve the proposal from Simone Collins for construction administration for the Wilson Farm Park Rehabilitation Project at a cost of \$32,321.

HR Consultant

Motion made by Mr. Wysocki, seconded Mr. Bhaskar, and passed unanimously to appoint Roseann McGrath as an HR Consultant.

Change Order – Traffic Signals

Motion made by Ms. Humble, seconded by Mr. Bhaskar, and passed unanimously to approve a change order from Bowman, the Township's traffic engineer, to update to the signal light permits as requested by PennDOT, at a cost of \$15,000.

Ms. Johnston-Pugh asked for and received clarification that this was a continuous process and is being done for compliance with PennDOT requirements.

Grant Application

Motion made by Ms. Johnston-Pugh, seconded by Mr. Wysocki, and passed unanimously to approve Township staff to work with Bowman to prepare and submit a Transportation Alternatives Set-Aside Grant Application to PennDOT for Pedestrian Enhancements along sections of Valley Forge and Swedesford Roads.

YSC Agreements

Consideration of the Stormwater Best Management Practices Operations and Maintenance Agreement for YSC Sports LP and PECO was tabled to a future Board of Supervisors meeting as further review of the agreement is needed.

Police Pension Plan

Motion made by Mr. Wysocki, seconded by Ms. Humble, and passed unanimously to approve Act 205 Police Pension Assumed Rate of Return from 7.25% to 7.125%.

Mr. DiRocco noted that this would require an increased annual contribution to the Minimum Municipal Obligation.

Resident Roland Johnson, Paoli, expressed concern of the effects on the plan if interest rates are lowered.

Resident Ray Clarke asked for and received clarification on why the lower rate return means a higher MMO contribution.

Settlement Agreement – Church Road

Motion made by Ms. Johnston-Pugh, seconded by Mr. Wysocki, and passed unanimously to approve the Settlement Agreement for the Church Road Pump Station Upgrades litigation with RLD Atwater and Brown & Caldwell.

NEW MATTERS

Board

Ms. Johnston-Pugh asked if a “watch children” sign could be placed at the intersection where Mt. Pleasant Avenue meets Upper Gulph Road. Mr. DiRocco responded that he would speak with Public Works.

Ms. Humble thanked the Paoli Fire Company for their work and efforts to keep residents in the Township safe.

Mr. Holt reminded residents that electric scooters are not permitted on public roads.

Citizens

Resident Roland Johnson, Paoli, asked what the Township had paid for the 355 Chase Road property to which the response was \$625,000 but that the final valuation has not yet been received and the property owner may appeal once the valuation is received.

Mr. Johnson thanked the Supervisors for the work that they do for the residents of the Township.

Mr. Johnson expressed concern for the many empty office facilities throughout the Township and the effects these may have on the Township budget.

Resident Carol Redhill, Chesterbrook, expressed her concerns over the maintenance of the median strips along Chesterbrook Boulevard.

NEXT MEETING

The next regular meeting of the Board of Supervisors is scheduled for Monday, August 18, 2025.

ADJOURNMENT

The meeting was adjourned at 8:01 PM.

Respectfully submitted,

Patricia Hoffman
Recording Secretary

TREDYFFRIN TOWNSHIP AUDIT RESULTS DECEMBER 31, 2024

Joe Manfre, Partner



Summary of Audit Results

- Audit Timeline
- Audit Approach
- Areas of Audit Emphasis
- Audit Results
- Other Matters
- Financial Results

Audit Timeline

- A hybrid audit was performed this year. (Onsite/Offsite)
- All Township data was uploaded to Suralink.
- Fieldwork began on March 31, 2025 and was completed on April 25, 2025.
- Draft Audit Report was issued in late July, reviewed and approved by Township Management.

Audit Approach

- Procedures designed to target areas of greater audit risk.
- Four-part approach:
 - Inquiry and documentation of controls and procedures
 - *Testing of the design and implementation of controls*
 - Analytical review of activities and account balances
 - Substantive testing of key activities

Areas of Audit Emphasis

- Improper revenue recognition (third-party confirmation, review of support)
- Third-party confirmation of cash accounts and debt
- Focus on capital outlay expenditures
- Focus on cash disbursements (test of controls)
- Random selection of other transactions

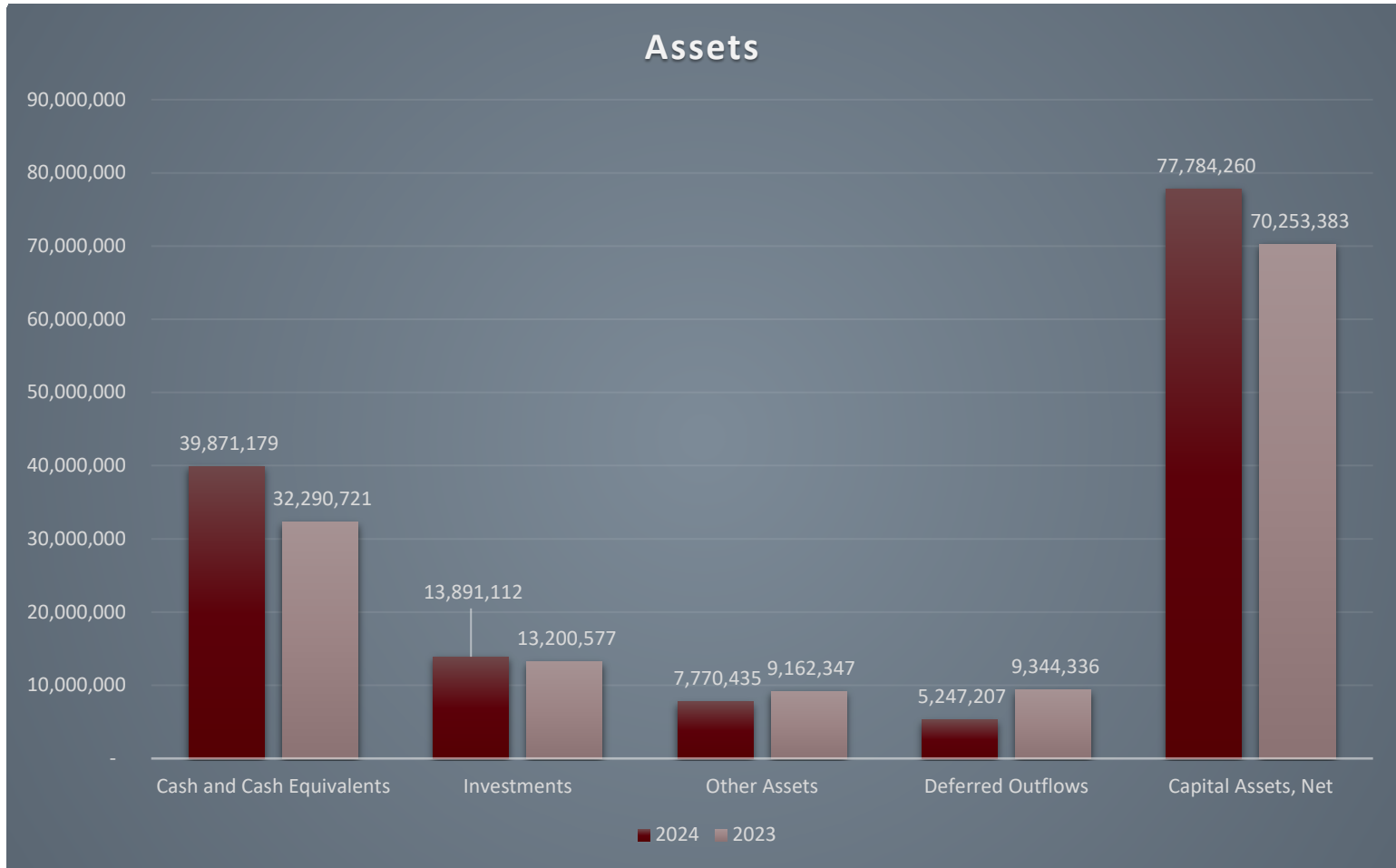
Audit Results

- We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
- We issued unmodified (“clean”) audit opinions on the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information.
- Implementation of GASB 101 – Compensated Absences (no prior period adjustment)

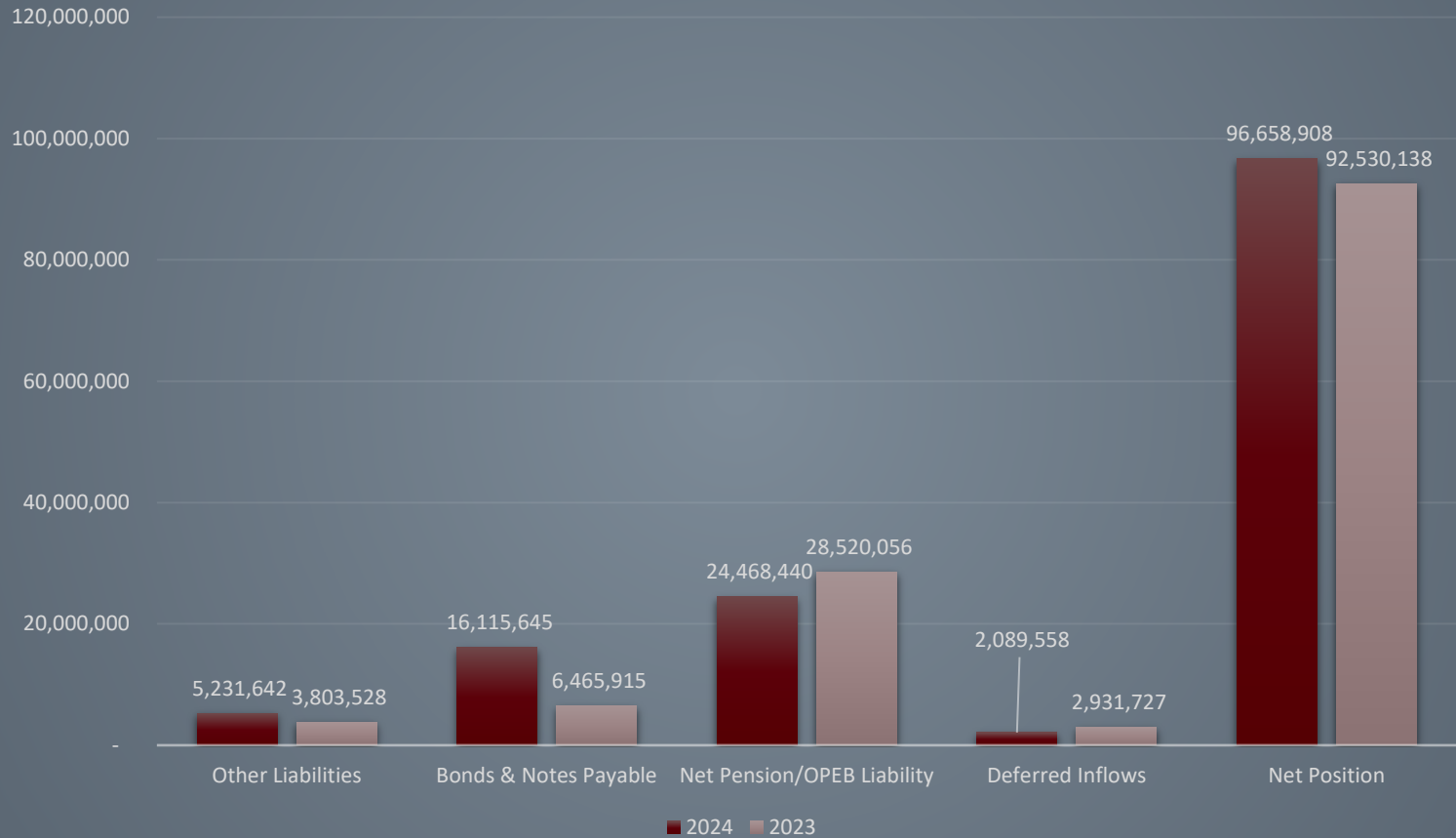


Other Matters

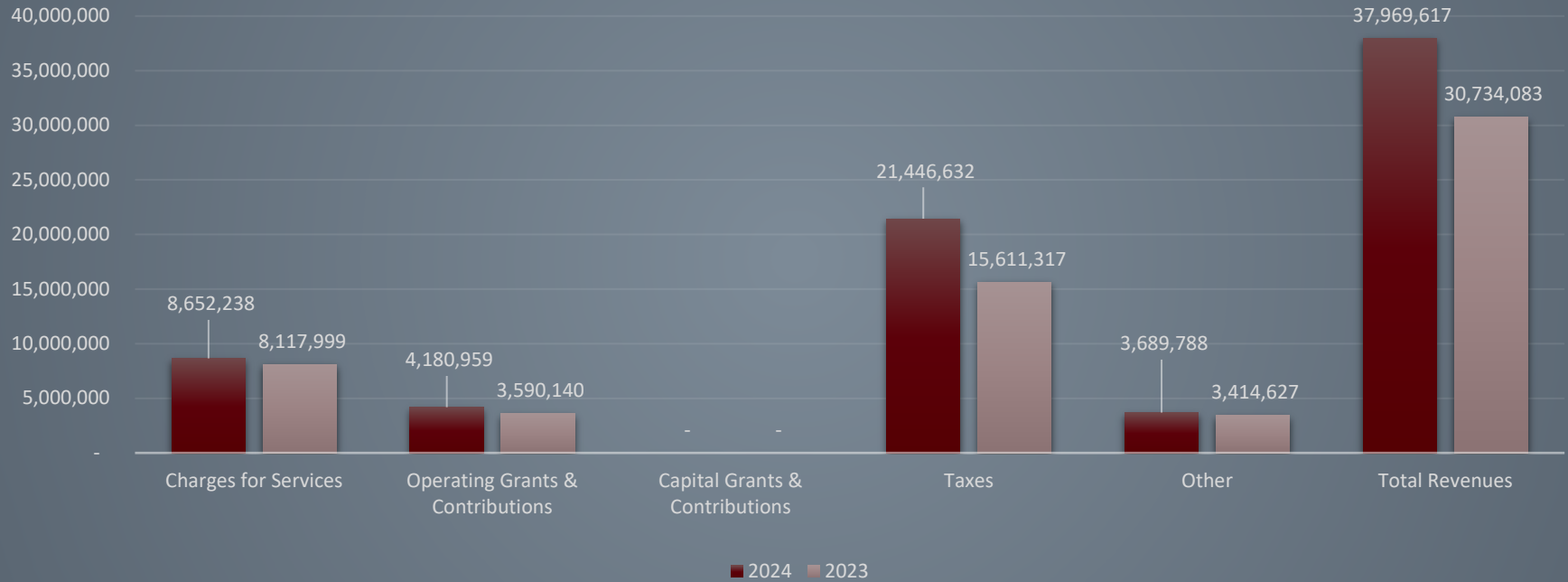
- Management was helpful and forthcoming throughout the audit.
- There were no waived audit adjustments.
- We are available year-round for any questions that the Township or Township's management may have.



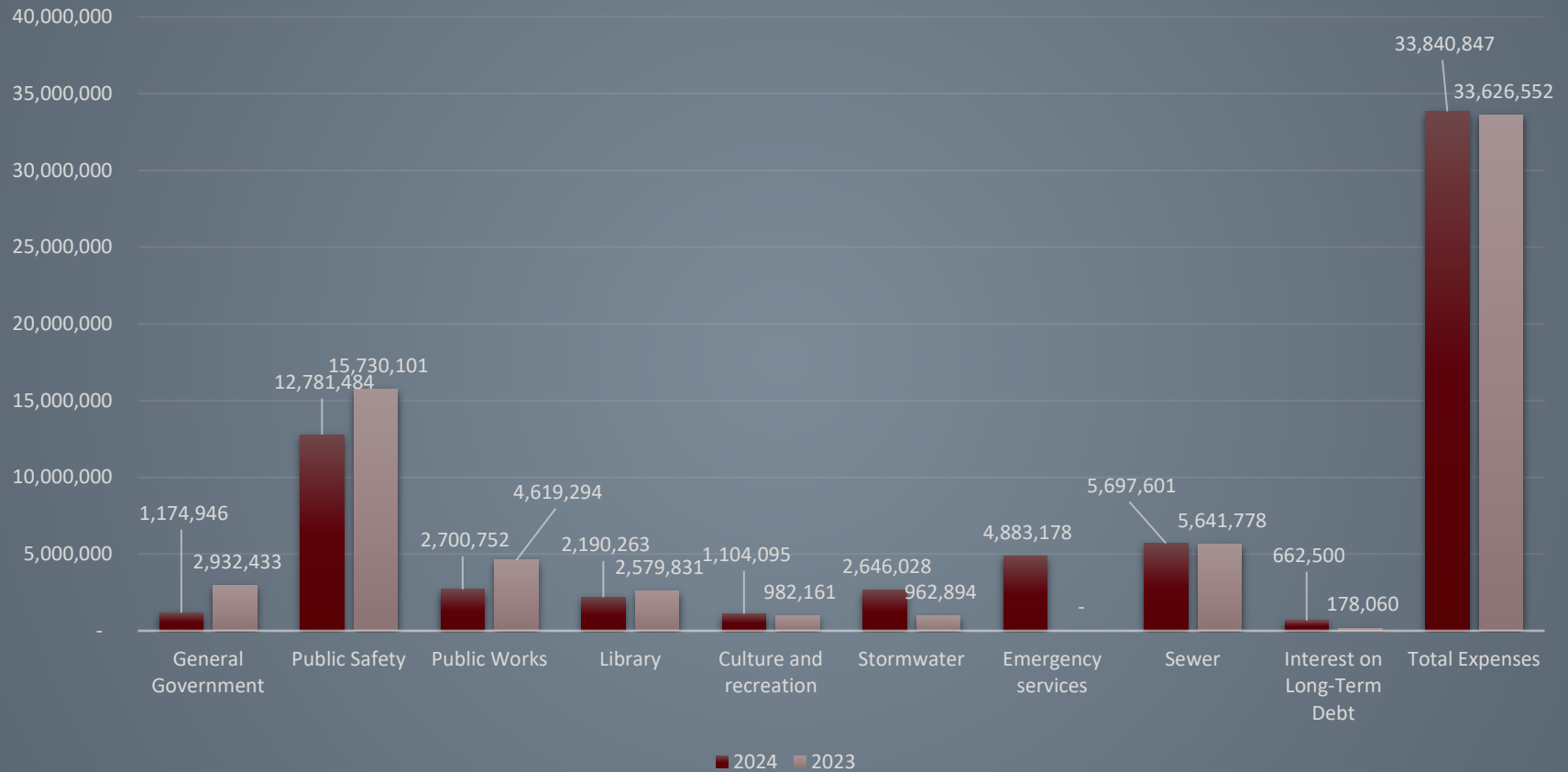
Liabilities, Deferred Inflows, and Net Position



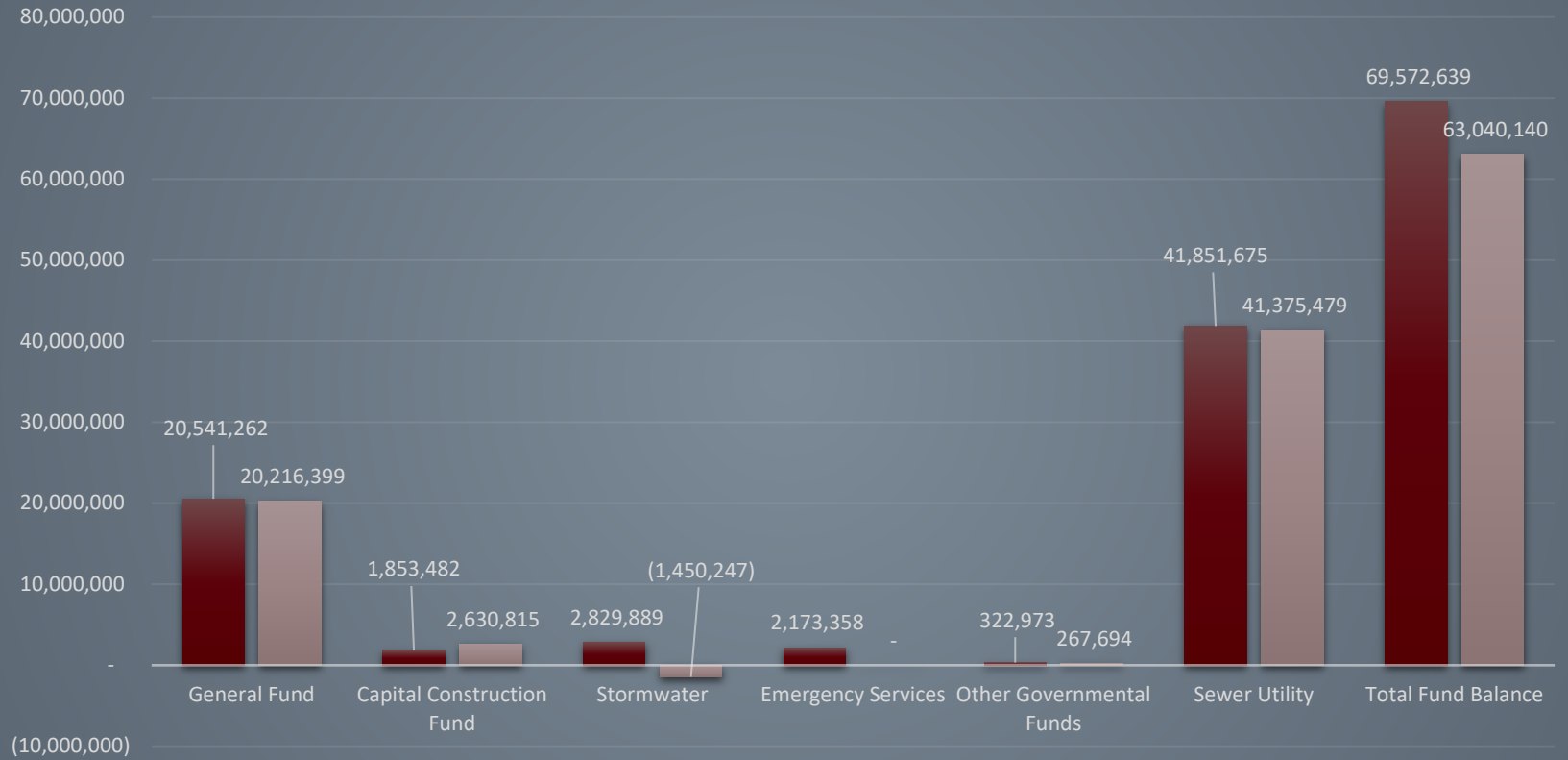
Revenues



Expenses



Fund Balance





June 17, 2025

Tredyffrin Township, Chester County
c/o Patrick McKenna, Esq.
17 East Gay Street, Suite 100
P.O. Box 562
West Chester, PA 19381-0562

RE: Engagement Letter - Zoning Expert, Tredyffrin Township

Dear Mr. McKenna,

Thank you for the opportunity to submit this engagement letter. Based upon our discussions, I understand that Tredyffrin Township, Chester County, Pennsylvania (hereinafter, "Client") would like Strategic Solutions to provide Zoning Expert services related to the Picket Post property. I am pleased to submit this engagement letter for your consideration.

SCOPE OF WORK:

At the direction of the Client, with regard to priorities and timing, we will perform the necessary tasks in order to support the project as a Zoning Expert. The number, type, and duration of the tasks completed during a month will be dictated by the Client's direction and limited by this Scope of Work. Services will include reviewing ordinances and related documents, drafting a memorandum, and providing testimony at hearings, as required.

SCHEDULE:

Work can begin immediately upon written acceptance of this contract and payment of a \$2,500 retainer.

COST PROPOSAL:

All work and expenses will be billed at hourly rates and amounts per the attached rate sheet on a month to month basis upon depletion of the retainer amount.

PAYMENT:

Strategic Solutions shall be compensated for all work performed within thirty (30) days of receipt of an invoice for said work. Work performed shall be invoiced on a monthly basis in arrears, within ten (10) days of the end of each month during which the work is performed. All invoices that remain unpaid, either in whole or in part, thirty (30) days after Client's receipt of the same shall be subject to a late

payment charge at the rate of one and one-half percent (1.5%) of the total invoice amount each month the invoice remains unpaid.

SUSPENSION OR TERMINATION:

Prior to completion of the work, Client may terminate this engagement for cause, such cause to include Client's use of its discretion regarding litigation strategies, by providing Strategic Solutions written notice of said termination. If Client terminates for cause, upon receipt of written notice thereof, Strategic Solutions shall cease all activities related to the work. Client shall pay Strategic Solutions for all work performed up to and until Strategic Solutions received written notice of termination.

Prior to completion of the work, Strategic Solutions may suspend and/or terminate this engagement, with cause, including without limitation for Client's failure to submit timely payment for the work, by providing Client written notice of said suspension or termination. In the event Strategic Solutions suspends or terminates this engagement, Strategic Solutions shall cease all work, invoice Client for all work performed up to and until suspension or termination and have no further obligations to Client under this engagement.

INDEMNIFICATION:

Client shall indemnify, hold harmless, and defend Strategic Solutions from and against any and all claims, causes of action, suits, penalties, losses, fines, liabilities, damages, costs and expenses, and all other liabilities whatsoever, whether at law or in equity, direct or indirect, including without limitation reasonable legal, accounting, expert and/or other professional fees, costs, and expenses, incurred or sustained by Strategic Solutions arising out of, by reason of, or related to this engagement. Client's indemnification obligations shall survive the expiration or termination of this engagement.

LIMITATION OF LIABILITY:

To the fullest extent permitted by law, Client agrees to limit Strategic Solutions' liability to Client and to all parties for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the work under this engagement from any cause or causes including, but not limited to, Strategic Solutions' willful acts, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Strategic Solutions to all those named in such circumstances shall not exceed the total fee for Strategic Solutions' services rendered pursuant hereto.

INDEPENDENT CONTRACTOR; LEGAL ADVICE/ ATTORNEY-CLIENT DISCLAIMER:

Strategic Solutions acknowledges that it is furnishing the services contemplated under this engagement as an independent contractor and not as an employee of Client. Strategic Solutions also disclaims, and Client hereby acknowledges, that (i) at no time during the Term of this Agreement will Strategic Solutions and/or any of its officers, employees, agents, or subcontractors (specifically including Strategic Solutions' President, John K. Trant, Jr.) provide, nor does it intend to provide or serve as a source of legal advice to Client, and (ii) nothing in this Agreement nor the subsequent provision of Services hereunder will create, nor is intended to create an expectation of, an attorney-client relationship between Client and Strategic Solutions and/or any of its officers, employees, agents, or subcontractors.

I would be happy to meet with you to further refine the scope of services set forth above and discuss our qualifications to provide these services.

Thank you, and we look forward to the opportunity to work with you!



John K. Trant, Jr. President
STRATEGIC SOLUTIONS LLC

Tredyffrin Township, Chester County, Pennsylvania

Accepted By: _____

Name: _____

Title: _____

Date: _____



STRATEGIC SOLUTIONS

2025 BILLING RATES

Principal, Zoning Expert:	\$250 per hour
Senior Community Planner:	\$185 per hour
Community Planner II:	\$160 per hour
Community Planner I:	\$108 per hour
Code Enforcement Specialist:	\$118 per hour
Administrative Support Specialist:	\$90 per hour
Mileage:	Federal Rate
Postage/Copies:	Direct Cost

** Billing rates may be updated annually.*



TREDYFFRIN TOWNSHIP POLICE DEPARTMENT

FROM: Superintendent T. Michael Beaty

TO: Tredyffrin Township Board of Supervisors Finance Committee

RE: Vehicle Purchase

DATE: July 23, 2025

On June 5, 2025, one of our patrol vehicles, a 2021 Ford Police Interceptor Utility, was involved in a crash during an incident in the Devon section of the township. Due to the damage, age of the vehicle, and the mileage, the vehicle was rendered totaled by the insurance company. Fortunately, the officer was not injured, and there was no other vehicle/driver involved.

We did make attempts to locate a Hybrid Ford Explorer that could be obtained in a timely fashion however the delays in ordering and delivery make that not a viable option at this time. A comparable replacement vehicle has been located at Keystone Ford in Chambersburg, PA, under Co-Stars pricing. We will be able to re-purpose most of the equipment that was in the vehicle involved in the crash. However, some of the equipment in that vehicle was older and may need to be replaced during the upfit process. We will not know that until the vehicle goes to the upfitter.

The cost of the new vehicle is \$46,500.

The insurance payout for the totaled vehicle is \$20,537.

The upfit of the new vehicle is estimated at \$10,000.

We are respectfully requesting to proceed with the un-budgeted purchase and upfit of this new vehicle at an estimated cost of \$35,963.

ACCOUNT AGREEMENT

THIS ACCOUNT AGREEMENT made as of this 29th day of April, 2024, by and between Tredyffrin Township, a Pennsylvania municipality (the "Municipality"), the Tredyffrin Easttown School District (the "School District") and the Pennsylvania Local Government Investment Trust, a Pennsylvania common law trust ("PLGIT").

The parties hereto, intending to be legally bound, hereby agree as follows:

1. The School District is a participant in PLGIT and has established with PLGIT an account in a portfolio of PLGIT identified on Exhibit A (referred to herein as the "Account"). No withdrawal(s) may be made from the Account which would reduce the balance in the Account to less than \$5,487,423.53, unless PLGIT receives either (a) the prior written approval of the School District and the Municipality in the form attached hereto as Part I of Exhibit B or, in the alternative, (b) the prior written approval of only the Municipality in the form attached hereto as Part II of Exhibit B. The School District alone may make withdrawal(s) from the Account so long as the balance in the Account is not reduced to less than \$5,487,423.53. The parties agree that the Account may not be closed by the School District unless PLGIT receives the prior written approval of the Municipality and the School District in the form attached hereto as Exhibit C.

2. PLGIT assumes no responsibility for the contractual arrangements between the School District and the Municipality. PLGIT is only assuming the duties specifically set forth in Section 1 hereof.

3. PLGIT is not a banking institution, is not insured by deposit insurance and does not pledge collateral for investments in PLGIT's portfolios. PLGIT is acting hereunder as an agent with respect to the Account and not as a trustee.

4. PLGIT will be paid reasonable fees, as may from time to time be agreed by the School District, and will be reimbursed by the School District for all expenses and fees reasonably incurred by PLGIT in performance of its duties hereunder, including, but not limited to, any reasonable costs or fees of PLGIT's legal counsel. Such expenses and fees may, at the discretion of PLGIT, be charged to and paid from the assets in any account of the School District with PLGIT other than the Account.

5. PLGIT will deliver periodic statements of the Account to the Municipality and the School District in accordance with PLGIT's usual procedures. Such statements will constitute notice to the Municipality and the School District of the balances of the Account.

6. Nothing contained herein shall be deemed to impose upon PLGIT any duty to exercise discretion regarding the rights of any person to receive payment out of the Account, it being the intention of the parties to this Agreement that PLGIT shall not be obligated to make payment of the funds in the Account except pursuant to Section 1 of this Agreement. PLGIT shall not be bound except as provided herein and PLGIT is hereby empowered to act upon any instrument, notice, receipt, statement or other document presented to it pursuant to this Agreement, purporting and believed by it to be genuine and to satisfy the requirements of this Agreement, and

PLGIT shall not be liable or responsible for any action taken or omitted in accordance with the provisions of such document.

7. PLGIT may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the Municipality and to the School District specifying a date when such resignation shall take effect, provided that such notice shall be given at least thirty (30) days prior to the effective date of the resignation. Upon such notice, a successor agent shall be appointed by the School District subject to approval by the Municipality, which approval shall not be unreasonably withheld. Such successor agent shall execute and deliver to PLGIT, the Municipality and the School District, an instrument accepting such appointment and the transfer of the Account and agreeing to the terms of this Agreement, and thereupon such successor agent shall, without further act, become vested with all the estates, properties, rights, powers and duties of the predecessor agent as if originally named herein and the predecessor agent shall, without further act, be released from all obligations and liabilities hereunder. If an instrument of acceptance by a successor agent shall not have been delivered to the predecessor agent within thirty days after notification of resignation or removal, the predecessor agent may petition any court of competent jurisdiction for the appointment of a successor agent. If it is necessary for the agent to petition a court for appointment of a successor agent as provided in the previous sentence, the reasonable fees and costs of its legal counsel for such action may, at the discretion of PLGIT, be an expense of and chargeable to account of the School District with PLGIT other than the Account. The School District shall have the right at any time, with the approval of the Municipality, which shall not be unreasonably withheld, to designate a substitute agent hereunder by giving notice thereof to the then acting agent. If, at any time, PLGIT is no longer the agent hereunder, then the Account may no longer be invested in PLGIT portfolios, and the School District will make other investment arrangements with the new agent.

8. Except for PLGIT's own negligence, recklessness or intentional misconduct, for which it shall be responsible, PLGIT shall not have any liability or obligation with respect to any action taken or omitted in respect of the Account and this Agreement. The School District and the Municipality, to the extent permitted by law, agrees to indemnify PLGIT and hold PLGIT harmless against any and all losses, claims, liabilities, and damages which PLGIT may suffer as a consequence of its acceptance of the appointment hereunder, or the performance of its duties hereunder, including, but not limited to, the reasonable costs of PLGIT in defending itself against any claim, except that PLGIT shall not be indemnified for losses, claims, liabilities and damages caused by its intentional misconduct, recklessness or negligence. This indemnification shall survive the resignation or removal of PLGIT and/or the termination of this Agreement.

9. PLGIT is a common law trust. The parties to this Agreement or anyone relying on this Agreement are expressly put on notice of the limitation of liability of any shareholder, trustee, initial settlor, officer or employee of PLGIT as set forth in Article V of PLGIT's Declaration of Trust and agrees that, with respect to obligations assumed by PLGIT pursuant to this Agreement, such party will not seek satisfaction of any such obligation from any shareholder, trustee, initial settlor, officer or employee of PLGIT, individually, but only from that portion of PLGIT's trust estate constituting the portfolio identified in Exhibit A hereto in which the Account is maintained. Nor shall such party seek satisfaction of any such obligation from any shareholder, trustee, initial settlor, officer or employee of PLGIT solely on the basis of his, her or its status as a shareholder, trustee, initial settlor, officer or employee of PLGIT. Any person signing this instrument on behalf of PLGIT is not signing as or bound hereunder as an individual,

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Account Agreement as of the date set forth above.

(SEAL)

Tredyffrin Township

Attest:

Title Township Manager

By: _____
Title Chair, Board of Supervisors

(SEAL)

Tredyffrin Easttown School District

Attest:

Mary Menicoff

Title Administrative Assistant

By: Amy McD

Title Business Manager / Board Secretary

PENNSYLVANIA LOCAL GOVERNMENT
INVESTMENT TRUST

By: _____
Assistant Treasurer

but only in his or her capacity as a shareholder, trustee, initial settlor, officer or employee of PLGIT, subject to the aforementioned limitations of liability.

10. In the event PLGIT becomes uncertain as to its obligations or duties hereunder, PLGIT may, but need not, tender into the registry or custody of the Court of Common Pleas of Chester County, Pennsylvania, the funds in the Account, and employ such legal proceedings as it deems appropriate, and thereupon it shall be discharged from all further duties under this Agreement.

11. PLGIT may consult legal counsel selected by it in the event of any dispute or question of the construction of any of the provisions hereof or of its duties hereunder, and shall incur no liability and shall be fully protected in acting in accordance with the opinion or advice of such counsel, except that PLGIT shall not be so protected for its intentional misconduct, recklessness or negligence, as provided in Section 8 hereof.

12. PLGIT shall have no duties or responsibilities except as expressly provided in this Agreement and shall neither be obligated to recognize nor have any liability or responsibility arising under any other agreement to which PLGIT is not a party.

13. If any property held by PLGIT hereunder shall be attached, garnished or levied upon under any order of court, or the delivery thereof shall be stayed or enjoined by any order of court, or any other order, judgment or decree shall be made or entered by any court affecting such property, or any part thereof, or any act of PLGIT, PLGIT is hereby expressly authorized in its sole discretion to obey and comply with all writs, orders, judgments or decrees so entered or issued by a court which PLGIT reasonably believes upon advice of its counsel, to have jurisdiction, provided that PLGIT gives the Municipality and the School District prior written notice and copies of any such writ, order, judgment or decree and the actions which PLGIT intends to take to obey and comply with the same, and in case PLGIT obeys and complies with any such writ, order, judgment or decree it shall not be liable to any of the parties hereto, their successors, or to any other person, firm or corporation, by reason of such compliance even if such writ, order, judgment or decree is subsequently reversed, modified, annulled, set aside or vindicated.

14. This Agreement shall be construed and governed according to the laws of the Commonwealth of Pennsylvania. If any provision of this Agreement is prohibited by or is unlawful under any applicable law or regulation of any jurisdiction, such provision shall, as to such jurisdictions, be ineffective to the extent of such prohibition only, without invalidating the remaining provisions hereof.

15. This Agreement may be executed in counterparts.

16. The amount of the initial deposit in the Account is \$5,487,423.53.

EXHIBIT A

Name of Account
CHS Athletic Field Escrow

Account Number
ESCR3470399

Any other accounts of the School District with PLGIT are not governed by this Account Agreement.

EXHIBIT B

FORM OF WITHDRAWAL NOTICE

To: Pennsylvania Local Government Investment Trust
Fax: (800) 252-9551 Phone: (800) 572-1472
Attention: Client Services Group

You are hereby authorized, pursuant to the Account Agreement dated as of _____, to honor the following withdrawal from the following account:

Amount: \$ _____

Account Party: Tredyffrin Easttown School District

Account No. _____

Apply the withdrawal as follows: _____

PART I APPROVAL AND AUTHORIZATION. This withdrawal is approved and authorized by both the Municipality and the School District pursuant to the relevant development agreement(s) between the Municipality and the School District.

Tredyffrin Easttown School District

Tredyffrin Township

By: _____
Authorized Representative

By: _____
Authorized Representative

-- OR --

PART II APPROVAL AND AUTHORIZATION. This withdrawal is approved and authorized by the Municipality pursuant to the relevant development agreement(s) between the School District and the Municipality; no School District approval and authorization is required for this withdrawal.

Tredyffrin Township

By: _____
Authorized Representative

EXHIBIT C

To: Pennsylvania Local Government Investment Trust
Fax: (800) 252-9551 Phone: (800) 572-1472
Attention: Client Services Group

You are hereby authorized, pursuant to the Account Agreement dated as of _____, to close the following account:

Account Party: Tredyffrin Easttown School District

Account No.: _____

Approved by:

Tredyffrin Easttown School District

Tredyffrin Township

By: _____
Authorized Representative

By: _____
Authorized Representative



WORK ORDER

Date: 08/05/2025

Bowman Consulting Group Ltd.
835 Springdale Dr Suite #200,
Exton, PA 19341

Phone: (610) 594-9995

Client:
Tredyffrin Township
1100 DuPortail Road
Berwyn, PA 19312

Phone: (610) 644-1400

Project Name: Grant Application for Lancaster
Ave Adaptive Traffic Signal System Removal
Tredyffrin Township, Chester County, PA
Project #: 310249-25-002

SCOPE OF SERVICES AND FEES

Bowman understands that Tredyffrin Township would like to apply for a PennDOT Green Light Go grant for removal of the Rhythm In Sync adaptive traffic signal system and replace it with traditional traffic signal controllers that have newly optimized timings. We are providing a scope and fee to complete a Green-Light-Go Grant Pre-Application Scoping Form, engineering and construction estimate and final application. The system spans east to west from the intersection of Lancaster Ave (S.R. 0030) & Plank Avenue to Lancaster Ave (S.R. 0030) & Leopard Rd/Bear Hill Rd (S.R. 0252) and spans from south to north from the intersection of Leopard Rd (S.R. 0252) & Paoli Shopping Center Dr to Bear Hill Road (S.R. 0252) & Central Avenue for a total of eight intersections.

Task 1, Field Views and TSAMS updates

1. Bowman will perform a detailed field view to inventory existing equipment within the intersection including controller cabinets, detection, existing conduit runs, as well as available conduit capacity at each intersection within the system limits. We will scope out the required changes to the intersection based on the information gathered in the field. Based on PennDOT requirements, Bowman will update PennDOT's online traffic signal asset management system (TSAMS) accordingly with basic component information and cabinet photos to assist PennDOT with the review of the application.

Task 2, Green-Light-Go Grant Pre-Application Scoping Form and Supporting Documentation

1. Bowman will prepare the Green-Light-Go Grant Pre-Application Scoping Form and coordinate with the township for funding commitment letters.

Task 3, Project Estimate

1. Bowman will prepare an engineering and construction cost estimate based on the proposed scope of work. We will utilize the field view findings, PennDOT ECMS recent project cost data as well as bid numbers from other recent municipal traffic signal projects.

Task 4, Final Application

1. Bowman will prepare the write-up for the final Green-Light-Go Application for Tredyffrin Township to submit via the Commonwealth's Electronic Single Application for Assistance (ESA) website. This package will include all required supporting documents, such as the Project Location Map, TSMA, Project Schedule, Cost Estimate, Workers Protection Act Form and any additional materials. This task will also include addressing any comments received from PennDOT's review of the Green-Light-Go Grant Pre-Scoping Form and updating the construction estimate accordingly.

FEE: \$8,500

The individual signing this Work Order acknowledges that Bowman Consulting Group Ltd.'s ("Bowman") Standard Terms and Conditions attached to the proposal shall apply to this Work Order.

The Client agrees to reimburse Bowman for Bowman's expenditures in the interest of the Project at the actual cost to Bowman.

The individual signing this Work Order form states that he or she has the authority to sign on behalf of the Client. Execution of this Work Order by an authorized representative of the Client constitutes authorization to proceed.

Bowman Consulting Group Ltd.

By: _____

Name _____

Title _____

Tredyffrin Township

By: _____

Name _____

Title _____

Date _____

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from Bowman Consulting Group, Ltd. ("Bowman") to Tredyffrin Township ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with

Initials: Bowman MK / Client _____

the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence.

Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-

exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for

general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable

costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

RETURN TO:
GAWTHROP GREENWOOD PC
17 East Gay Street, Suite 100
P.O. Box 562
West Chester, PA 19381-0562

UPI Nos. 43-6F-10

STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT

PECO ENERGY COMPANY
("Owner")

YSC SPORTS, L.P.
("Tenant")

and

TREDYFFRIN TOWNSHIP
("Township")

**STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between PECO ENERGY COMPANY, a Pennsylvania corporation (hereinafter the "Owner"), YSC SPORTS, L.P., a Pennsylvania domestic limited partnership (hereinafter the "Tenant"), and **TREDYFFRIN TOWNSHIP**, a political subdivision with an address of 1100 DuPortail Road, Berwyn, Pennsylvania 19312 (hereinafter the "Township").

WITNESSETH

WHEREAS, Owner is the owner of certain real property identified on a plan entitled "SITE PLAN FOR YSC SPOTS PARKING LOT" for the construction at 1001 OLD EAGLE SCHOOL ROAD, WAYNE, PA 19087 (the "Project") prepared by JMR ENGINEERING, LLC, dated AUGUST 10, 2024 and last revised MAY 21, 2025 consisting of 15 sheets, situate in Tredyffrin Township, Chester County, Pennsylvania and identified by UPI No. 43-6F-10 (as hereinafter "Property"); and

WHEREAS, Tenant is proceeding to construct and develop the Property with a parking lot use; and

WHEREAS, the Stormwater Operations and Maintenance Plan for the Property (hereinafter referred to as the "Plan") is set forth in a narrative entitled Post Construction Stormwater Management Operations & Maintenance Manual, which is attached hereto as Exhibit "A" and made a part hereof (hereinafter referred to as the "Manual"), provides for management of stormwater within the confines of the Property through the use of Best Management Practices ("BMPs"); and

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

Best Management Practice (BMP) – Activities, facilities, designs, measures or procedures used to manage stormwater impacts from Regulated Activities, to meet State Water Quality Requirements, to promote groundwater recharge, to prevent or reduce surface runoff and water pollution, and to otherwise meet the purpose of this chapter. Stormwater BMPs are commonly grouped into one of three broad categories or measures: "structural", "non-structural", and "operation and maintenance procedures." In this chapter, non-structural BMPs or measures refer to operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff whereas structural BMPs or measures are those that consist of a physical device or practice that is installed to capture, treat and reduce stormwater runoff. Non-Structural BMPs include, but are not limited to, a variety of practices, from low-impact planning and design, reduction of impervious surfaces, protection of existing vegetated cover, and minimization of earth disturbances. Structural BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands, to smaller scale underground treatment systems, seepage beds and trenches, infiltration facilities, vegetated

swales and filter strips, low impact design, bioretention (rain gardens), wet ponds, permeable paving combined with underground seepage beds, detention basins, manufactured devices, and operation and maintenance procedures. Structural Stormwater BMPs are permanent appurtenances to the project site.

Infiltration Structure – A structure designed to direct runoff into the underground water (e.g., infiltration beds or trenches, dry wells, French drains, seepage pits, or trenches, bio-infiltration areas (rain gardens), porous pavement with underground infiltration beds, etc.).

Bioretention System (also known as rain garden) – A stormwater retention area that utilizes woody and herbaceous plants and soils to remove pollutants before infiltration occurs.

Green Roof (also known as vegetated roofs or eco roofs) - Alternative roof surfaces that typically consist of waterproofing and drainage materials and an engineered growth media that is designed to support plant growth. Green Roofs capture and temporarily store stormwater runoff in the engineered growth media before it is conveyed to the storm system. A portion of the captured stormwater evaporates or it is taken up by plants, which helps reduce runoff volumes, peak runoff rates, and pollutant loads on development sites.

Retention Basin/Pond – A structure in which stormwater is stored and not released during the storm event. A retention basin/pond is designed to retain a permanent pool of water during dry weather and potentially detain waters from a specific drainage area, or designed for infiltration purposes and do not have an outlet. The retention basin/pond designed for infiltration purposes must infiltrate stored water in three (3) days or less.

Seepage Pit/Seepage Trench – An area of the earth excavated, having an uncompacted bottom, completely wrapped with geotextile material and filled with loose clean stone or similar coarse material into which surface water is directed for infiltration into the underground water.

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

And other relevant Stormwater Management Ordinance (Ch. 174) definitions as found in Ordinance No. HR-375, Ch. 174, Article II (Definitions), Section 5 and 6, in effect at the time of execution of this Agreement; and

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and Manual and the Tredyffrin Township

Stormwater Management Ordinance, be constructed by the Tenant and adequately operated and maintained by the Owner, its successors and assigns; and

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained here, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Tenant in accordance with the specifications identified on the Plan and Manual.
2. During the period of Tenant's leasehold interest in the Property, Tenant shall operate and maintain the BMPs as shown on the Plan in good working order acceptable to the Township and in accordance with the specific maintenance requirements noted on the Plan and Manual. Thereafter, the Owner shall operate and maintain the BMPs as shown on the Plan in good working order acceptable to the Township in accordance with the specific maintenance requirements noted on the Plan and Manual.
3. The Owner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the BMPs whenever it deems necessary. Whenever possible, the Township shall notify the Owner prior to entering the Property.
4. In the event the Owner or Tenant fails to operate and maintain the BMPs as shown on the Plan and Manual in good working order acceptable to the Township, the Township shall send written notice to the Owner and Tenant specifying the areas of noncompliance and the steps that must be taken to cure the noncompliance. In the event that the Owner or Tenant does not cure the noncompliance within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is not possible within thirty (30) days due to weather conditions, or whether otherwise determined in the sole discretion of the Township in an emergency situation that notice is not practical or expedient, the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMPs. This provision shall not be construed to allow the Township to erect any permanent structure on the Property. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
5. In the event the Township, pursuant to this Agreement, performs construction or maintenance work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner or Tenant shall reimburse the Township for all reasonable expenses (direct and indirect, specifically including, without limitation, the reasonable expenses of consulting professionals engaged in connection with such work) incurred within thirty (30) days of receipt of invoice from the Township. In the event the Owner or Tenant

(or its successors or assigns) shall fail to pay the Township for such reasonable costs or expenses, then the Township may collect the same as provided by law, including the right to sue the said Owner or Tenant in assumpsit for reimbursement of its costs, and shall have the right to cause a lien to be placed on the Property in the amount of said expense, together with interest thereon plus the reasonable costs of enforcement of its rights hereunder.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Owner or Tenant, provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Owner and Tenant, their respective executors, administrators, assigns, and other successors in interests, shall release the Township's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs by the Owner, Tenant, or Township. In the event that a claim is asserted against the Township, its designated representatives or employees, the Township shall promptly notify the Owner and the Owner shall defend, at its own expense, any suit based on the claim. If any judgment or claims against the Township's employees or designated representatives shall be allowed, the Owner shall pay all costs and expenses regarding said judgment or claim. The foregoing shall not apply where said claim or judgment results from the negligence or willful misconduct of the Township, its employees or designated representatives.
8. During the period of Tenant's leasehold interest in the Property, Tenant shall indemnify, defend, and hold harmless the Owner from and against any and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, engineering costs, and third-party contractor fees) actually incurred by the Owner in connection with the operation, maintenance, repair, or replacement of BMPs required by the Plan and Manual, provided that such costs and expenses are not attributable to the Owner's gross negligence or willful misconduct.

Notwithstanding the foregoing, upon the termination or expiration of Tenant's leasehold interest in the Property, Tenant shall have no further obligation or liability under this Section or otherwise in connection with the BMPs, regardless of when any such cost, expense, claim, or obligation is incurred or asserted.

9. At a minimum of once per year following completion of the construction of the BMP's as required herein and the inspection and approval thereof by the Township, during the period of Tenant's leasehold interest in the Property, Tenant and thereafter the Owner shall have the BMPs inspected by a Professional Engineer and following such inspection, the party responsible for the inspection shall submit an inspection report to the Township for its review and records by April 1st of each year.

10. Updated contact information for the Owner and Tenant shall be provided to the Township, Attn: Township Engineer, at the address noted above by January 1st of each year.

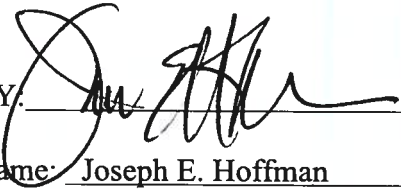
This Agreement shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owner and Tenant, their respective administrators, executors, assigns, and any other successors in interests, until such time that the Township may approve a different development scheme for the Property or different BMPs than those depicted on the Plan or Manual. In the event of such approval, this Agreement shall be deemed to have been extinguished and terminated without need for further written documentation evidencing same.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives on the date first indicated hereinabove.

OWNER:

PECO ENERGY COMPANY

BY: _____

Name: Joseph E. Hoffman

Title: Sr. Manager, Real Estate & Facilities

TENANT:

YSC SPORTS, L.P.

BY: _____

Name: GREG OKUPNIAREK

Title: Chief Financial Officer

TREDYFFRIN TOWNSHIP

BY: _____

Name: William F. Martin

Title: Township Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives on the date first indicated hereinabove.

OWNER:

PECO ENERGY COMPANY

BY: _____

Name: Joseph E. Hoffman

Title: Sr. Manager, Real Estate & Facilities

TENANT:

YSC SPORTS, L.P.

BY:  _____

Name: GREG OKUPNIAREK

Title: Chief Financial Officer

TREDYFFRIN TOWNSHIP

BY: _____

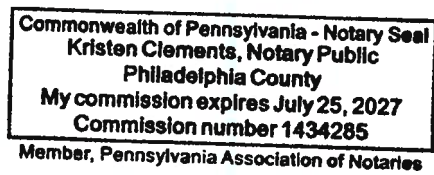
Name: William F. Martin

Title: Township Manager

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Philadelphia : SS
:

On this, the 1st day of JULY, 2025, before me, a Notary Public, the undersigned officer, personally appeared, Joseph E. Hoffman, who acknowledged himself to be the Sr. Manager, Real Estate & Facilities of PECO ENERGY COMPANY, and that as such, is authorized to executed the foregoing instrument for the purposes therein contained.

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

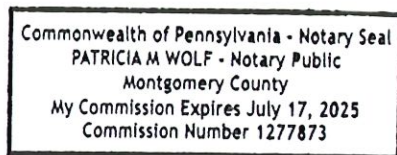


Kristen Clements
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery : SS
:

On this, the 2nd day of July, 2025, before me, a Notary Public, the undersigned officer, personally appeared, **GREG OKUPNIAREK**, who acknowledged himself to be the CHIEF FINANCIAL OFFICER OF YSC SPORTS, L.P., Tenant of 1001 OLD EAGLE SCHOOL ROAD, WAYNE, PA 19087, and that as such, is authorized to executed the foregoing instrument for the purposes therein contained.

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



Patricia M. Wolf
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

On this, the ____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared **William F. Martin**, who acknowledged himself to be Township Manager of the **TOWNSHIP OF TREDYFFRIN**, a body corporate and politic, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein.

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

NOTARY PUBLIC

“EXHIBIT A”

**POST CONSTRUCTION STORMWATER MANAGEMENT
OPERATION AND MAINTENANCE MANUAL
For**

Address: 1001 OLD EAGLE SCHOOL ROAD, WAYNE, PA 19087

**POST CONSTRUCTION STORMWATER MANAGEMENT
LONG TERM OPERATIONS AND MAINTENANCE NARRATIVE
SUMMARY OF CONTENTS**

SECTION

- I. PCSM Long-Term Operations and Management Narrative**
- II. BMP Maintenance Schedule**
- III. Post Construction Stormwater Management Plan**

Stormwater Management Acknowledgement

The Owner, its executors, administrators, assigns, and other successors in interests, acknowledges that it is a violation of the Tredyffrin Township Chapter 174 Stormwater Management Ordinance for any person or entity to alter or remove any permanent stormwater control and BMP required by an approved stormwater management operations and maintenance plan without first obtaining approval from the Township Engineer. The owner further acknowledges it is also a violation to allow the property to remain in a condition which does not conform to an approved stormwater management operation and maintenance plan.

Section I

Post Construction Stormwater Management Long Term Operations and Maintenance Requirements

For any property containing a PCSM BMP, the permittee or co-permittee shall record an instrument with the recorder of deeds, which will assure disclosure of the PCSM BMPs and the related obligations in the ordinary course of title search for the property as required within the Tredyffrin Township Stormwater Management Ordinance (Ch. 174), Sections 174.28, through 174.39. The recorded instrument must identify the PCSM BMPs, provide for necessary access related to long-term operation and maintenance for PCSM BMPs and provide notice that the responsibility for the long-term operation and maintenance of the PCSM BMP is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees.

The property owner is the responsible party for performing long-term operation and maintenance of all the stormwater drainage structures and post-construction stormwater management BMPs on the approved Stormwater and Grading Permit Plans for the said project. The property owner shall remain responsible for both the short and long-term operation and maintenance of all the post-construction stormwater management BMPs associated with the said project.

Post Construction Stormwater Management Long Term Operation and Maintenance Reporting and Record Keeping

Written reports documenting the locations, inspections, maintenance, and repairs (routine or emergency) of all permanent stormwater facilities noted in the BMP Maintenance Schedule must be provided to the Township as part of the long-term operation and maintenance program for the site. At a minimum all stormwater facilities shall be inspected at least once per quarter of each year and after all rainstorms exceeding two inches per 24 hour period. Requisite action items shall be noted in conjunction with the responsible party if other than the owner. Inspection reports shall be signed by the owner and/or owner's engineer and submitted to the Township on a yearly basis to ensure all stormwater management facilities are operating according to this approved plan.

Primary Maintenance and Emergency Contact for the Duration of Tenant's Lease

Owner/Applicant Name/s: **YSC Sports, L.P.**
Address: 224 County Line Road, Wayne, PA 19087
Phone: 610.858.0827
Cell: 610.722.0500
Email: gokupniarek@strikepartners.com

Property Owner Maintenance and Emergency Contact

Owner/Applicant Name/s: **PECO Energy Company**
Address: 2301 Market Street, N3-3, Philadelphia, PA 19103
Phone: 215.841.5471
Cell: 856.371.7912
Email: Michael.maronski@exeloncorp.com

Contact information should be confirmed each year on January 1st and the inspection reports are due to the township April 1st.

Section II

BMP MAINTENANCE SCHEDULE			
Best Management Practice (BMP)	Long-Term Operation and Maintenance	Failure / Corrective Action	Responsible Party
1. Underground infiltration systems	Inspect at least four times per year and clean upstream conveyance system biannually (or more frequently if needed) to limit sediment and debris from being conveyed to bed. Inspect and clean basin bottom biannually (or more frequently if needed) to limit sediment and debris from accumulating in basin. Monitor basin and bed following rain events to insure dewatering occurs within 72 hours. Inspect outlet structure maintain in good working order, replaces structural components, as needed. Inspect all inlets and clean all sumps and/or water quality treatment devices that are upstream of any/all underground infiltration system. Inspect the underground infiltration system, inspection ports, and/or isolator rows (if utilized), check outlet structure, and ensure that adequate cover is maintained overtop the system, no settlement occurring, and that there is no erosion at the outlet.	Failure: basin /and/or bed no longer infiltrates runoff. Corrective action: replace bed in kind or in another area on the site to provide the required volume/rate management. Failure: outlet structure clogged or pipe system broken. Corrective action: clean outlet structure to remove clog. Replace pipe system as needed to correct failure.	Property Owner/Engineering Consultant
2. Water quality structure	Water quality structures equipped with BMP snouts or approved equal shall be cleaned weekly during construction and when sump is half full with sediment after construction. Inspections should take place after all storm events. These should be cleaned in accordance with manufacturer's recommendations.	Failure: insert becomes clogged with debris. Corrective action: remove debris and inspect structure more frequently.	Property Owner/Engineering Consultant
3. Stormwater conveyance structures (including catch basins, pipes, Inlets, and manholes	Catch basins, manholes, pipes, and inlets should be inspected at least four times per year and after all rainstorms exceeding two inches per twenty-four-hour period.	Failure: Structure becomes clogged with sediment or debris. Structure is damaged. Corrective Action: remove sediment or debris from structure and repair/replace any damaged structure.	Property Owner/Engineering Consultant
4. Emergency Inspection	After all rainstorms exceeding two inches per twenty-four-hour Period.	Failure: See Above Corrective Action: See Above	Property Owner/Engineering Consultant

Section III

Post Construction Stormwater Management Plan

[illegible]

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2025 - 15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TREDYFFRIN TOWNSHIP REGARDING REPAYMENT OF CAPITAL CONTRIBUTIONS PAID TO THE VALLEY FORGE SEWER AUTHORITY IN THE EVENT OF A FUTURE SALE OF THE ASSETS OF THE VALLEY FORGE SEWER AUTHORITY.

WHEREAS, the Borough of Malvern, the Townships of Schuylkill, East Pikeland, Charlestown, East Whiteland, Tredyffrin, Willistown and Easttown (collectively the “Municipalities”), the Municipal Authorities of Malvern, East Whiteland, Easttown, and Tredyffrin (collectively the “Authorities”), and the Valley Forge Sewer Authority (the “VFSA”) are parties to the Valley Forge Sewage Treatment Plant Agreement dated November 1, 1970 (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the VFSA operates the Valley Forge Sewage Treatment Plant (the “Treatment Plant”), a collection and conveyance system, and several pump stations which provide sanitary sewer treatment, collection, conveyance, and disposal to the Municipalities and Authorities; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the Tredyffrin Township Municipal Authority (the “TTMA”), as well as the other parties to the Agreement, were required and did pay a percentage of the total project cost of the initial construction of the Treatment Plant; and

WHEREAS, pursuant to Section 1.01 of the Agreement, a Joint Board was established whereby each of the Municipalities appoints one member to the Joint Board which has certain powers and duties associated with the financing, construction, and operation of the Treatment Plant, including input into any required capital upgrades to the Treatment Plant and the associated costs thereof; and

WHEREAS, since the inception of the Agreement, the Municipalities have paid to VFSA significant monetary contributions for capital upgrades associated with the Treatment Plant; and

WHEREAS, pursuant to Section 8.02 of the Agreement, in the event reconstruction, repair, replacement, enlargement or improvement (“Upgrades”) of the Treatment Plant is required, the expense for such Upgrades is allocated and paid on the basis of the then current reserved capacities of the Municipalities and Authorities; and

WHEREAS, VFSA has presented to the Joint Board a 10-year Treatment Plant Construction Fund Asset Management Plan with an estimated cost of \$28,000,000 for capital projects to be funded by the Municipalities; and

WHEREAS, while VFSA represented to the Joint Board that VFSA has no present intention to initiate a sale or cause the sale of the assets of the VFSA, including the Treatment Plant, the Board of Supervisors are concerned about the distribution of proceeds of a sale and whether the Authorities and the Municipalities, including Tredyffrin Township, would share in the proceeds of the sale based on their respective capital contributions over the past 55 years.

NOW, THEREFORE, BE IT RESOLVED, by the Tredyffrin Township Board of Supervisors as follows:

1. Any sale of the assets of VFSA should require the approval of the Joint Board.
2. The proceeds of a sale of VFSA assets should be distributed to the Municipalities, the Authorities, and VFSA in a fair and equitable manner based on their respective capital contributions since the inception of the Agreement.
3. The Municipalities, Authorities, and VFSA should negotiate and enter into an agreement which specifies the procedure for any sale of VFSA assets and the distribution of proceeds of such sale.

RESOLVED, APPROVED AND ADOPTED by the Tredyffrin Township Board of Supervisors this 18th day of August, 2025.

**TREDYFFRIN TOWNSHIP
BOARD OF SUPERVISORS**

ATTEST:

William F. Martin
Township Manager/Secretary

By: _____
David Miller, Chair

NON-AGENDA

ITEM

HANDOUTS

Recreation Report

Date: August 2025

Active Program Summary

- Summer Day Camp concluded on August 1.
- Summer session of Soccer Shots at Wilson Farm Park concluded on August 14.
- Kids Tennis camp at Strafford Park will conclude on August 14.
- Basketball camp at Teegarden Park concluded August 8.
- Basketball league at Teegarden Park concluded on August 8.
- Players Teaching Players soccer camp runs until August 15.
- Beestra & Nike Camp runs until August 22.

Program Planning

- Summer Day Camp – update the supplies inventory, clean, organized and packed up camp supplies in the concession pavilion, working on camp reports.
- Finalized fall Soccer Shots dates, start in September.
- Applied for the permit for the use of VFES for Winter Rec, emailed all previous counselors with employment information for Winter Rec

Community events.

- Summer Concerts- have concluded for the summer. We had 2 rain outs. One was rescheduled- to be rained out a second time. Fall Concert will be on September 4.
- Movie Night- Dog Man on September 12th- followed up Pertucci's Ice Cream, Locust Lane, Dominick's Tavern Food Truck, Park Foundation and event sponsors with event details.
- Community Day- Due to construction on Tot Lot, will relocate to the Picnic Pavilion parking area. I continue to sign up participants, continue to advertise on website and in newsletter, sent emails for attraction sponsors, received 2, continue looking for event volunteers.
- 4th of July – booked the Chester County Concert Band regarding 250 celebrations

Permits

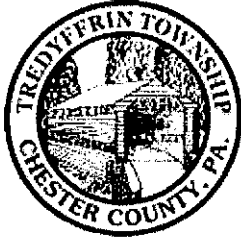
- 18 facility rental permits issued in August
- Continuing to process field and facility rental requests, fall permit session begins August 23rd
- Continue assisting Music Fest planning committee with required permits and event questions

Community Event Sponsors

- Received 2 attraction sponsors for Community Day, have 2 Gold, 5 Silver, 7 Bronze, and 3 small business yard signs

Park Projects

- Receiving new and renewal Dog park registrations for Teegarden Park
- Working on plans for Friendship Park with Parks Board members



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: August 18th 2025
TO: Board of Supervisors
FROM: Darin Fitzgerald
SUBJECT: Public Works Department Report for July 2025

SEWER & UTILITY DEPARTMENT

- Camera operations 2,166 feet
- Rapid Assessment of sanitary lines 3,032 feet
- Pump station OT calls: 0
- Collection System OT calls: 0
- Root cut Feet: 0 Feet Root Treatment 0 Feet
- Number of PA one calls: 361 feet marked out: 18,465 Feet
- Number of **emergency** calls: 30
- Feet of line degreased: 13,730 /Flushed: 29,077
- Number of inflow dishes installed: 0
- Manhole inspections 126
- ROW clearing: :1
- Number of clogged gravity lines: 0
- SSO Reports: 0
- Maintenance and Repair:
- Locate and unbury 8 manhole lids
- SL-Rat out for repairs and updates
- Remove debris Lancaster pump station 1 time
- Made repairs to 3 manholes
- Glenn Ave pump station construction continues
- Generator quarterly maintenance
- All pump stations quarterly maintenance check
- Monitor sanitary sewer lines for Glenhardi grouting
- Clean all transducers at pump stations
- 3 point repairs on sanitary gravity lines

PARKS

- WILSON FARM PARK
 - Trash, Mutt Mitts and Pavilions done daily.
 - Repair fence as needed
 - Mowed playing fields biweekly
 - Groom baseball fields biweekly
 - Mow park weekly
 - Remove 5 stumps
 - Sprinkler system repairs
 - Prepared for and had July 4 celebration
 - Upgrades began at Tot Lot Pavilion
- WOODBINE.
 - Trash and mutt mitts checked multiple times a week.
 - Mow park weekly
- CEDAR HOLLOW
 - Trash and mutt mitts checked multiple times a week
 - Mow park weekly
 - Groom baseball fields biweekly
 - Mow playing fields biweekly
- FRIENDSHIP
 - Trash and mutt mitts checked multiple times a week
 - Mow park weekly
 - Remove 2 large stumps
- TEEGARDEN EAST/WINSTON WAY
 - Trash and mutt mitts checked daily.
 - Mow park weekly
 - Removed and replaced damaged fencing
 - Filled in area by bridge with wood chips
- TEEGARDEN WEST
 - Trash and mutt mitts checked daily.
 - Repair windscreen at hut
- MAZIE
 - Trash and mutt mitts checked multiple times a week
 - Mow park weekly
 - Removed tree blocking path

STRAFFORD

- Trash and mutt mitts checked multiple times a week.
- Mow park weekly

- LAD
 - Trash, restrooms, and mutt mitts checked daily
 - Mow park weekly
 - Mow and groom baseball fields biweekly
- MILL ROAD/ UPPER MILL ROAD
 - Trash and mutt mitts checked multiple times a week
 - Leaf site opened first Monday of the month
 - Mow park weekly
 - Groom and mow playing fields biweekly
 - Mow trails as needed
- BOCCE
 - Trash and mutt mitts checked multiple times a week
 - Mow park weekly
 - Removed down tree
 - Replaced backboard and repair fencing from fallen tree
- ADMIN/TWP COMPLEX
 - Mow weekly
- 1485 Valley forge Road
 - Mow weekly
- Filled mulch/compost bins at the parks regularly for resident use.
- Crabby Creek
 - Removed multiple down trees from paths
 - Removed tree debris from creek

STREETS

- Emergency Ops
 - Snow/Deicing Events: 0
 - Sodium Chloride Used: 0
 - Gallons of Brine applied: Approx. 0
 - Total hours for winter events:
 - Non snow Events: 2
 - Total hours for events 12
- ☐ Miles of Street Sweeping: 392.2 miles
- ☐ Inlets swept in preparation of storms 5' prior and 5' after (112)
- ☐ Inlets cleaned and inspected (53)
- ☐ Storm inlet repairs (3)
- ☐ Cross pipes inspected or cleaned (156)
- ☐ Storm pipe repairs or replacement (3)
- ☐ Road repairs (4)
- ☐ Pothole repairs (6)
- ☐ Road markings refreshed

- Crosswalks (5)
- Stop bars (16)
- Turn arrows (10)
- Only's (13)
- Street Sign
 - Install: (2)
 - Clean/Repair: (16)
 - Replace: (1)
 - Remove per red light audit (1)
 - Trim (0) throughout Township
- Inlet and Cross pipe maintenance Inlet Tops Replace: (2) Inlet Repair: (3) Pipe/Culvert (1)
 - Cross pipe checks are done after every storm to make sure culverts are clear before the next storm.

STREETLIGHTS

- Number of streetlight complaints reported: 3/ repaired: 3
- Number of traffic signals reported: 6 repaired: 6
- Number of streetlight complaints reported to PECO: 0 Number of PECO issues pending: 04

Type of Calls

Building Maint – 0

Employees - 4

Leaf Site - 2

Line Painting - 0

Misc. – 27

Other departments – 52

Parks - 5

Police - 6

Road - 14

Sales Call - 25

Sanitary Sewer - 7

Signage - 1

Snow - 0

Storm Water - 4

Streetlight - 1

Traffic Signal – 1

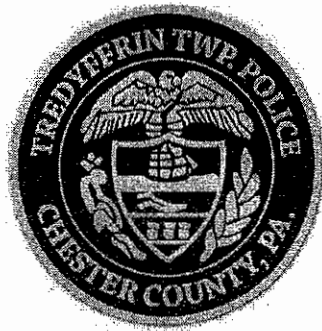
Tree Problems - 3

Utilities - 9

Total = 161

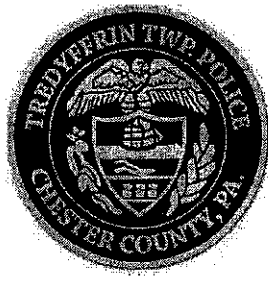
TREDYFFERIN TOWNSHIP POLICE DEPARTMENT

Monthly Report to BOARD OF SUPERVISORS



July 2025

**Superintendent
T. Michael Beaty**



TREDYFFRIN TOWNSHIP POLICE TRAINING

JULY 2025

Firearms – 7/9/25 & 7/23/25

Held at the Chester County Public Safety Training Center in Coatesville, PA.
All officers were in attendance.

TREDYFFRIN TOWNSHIP POLICE DEPARTMENT
MONTHLY REPORT TO THE BOARD OF SUPERVISORS
JULY 2025

Offenses	Reported JULY 2025	Cleared JULY 2025	Year to Date 2025	Reported JULY 2024	Cleared JULY 2024	Totals 2024	Totals 2023
Calls For Service	2144	----	13,351	1703	----	20,642	21,668
Homicide	0	0	0	0	0	1	0
Rape (incl Sex Offenses)	0	0	3	0	0	1	2
Robbery	0	0	0	0	0	2	5
Assault	0	0	9	2	3	27	22
Burglary	3	1	15	0	0	8	10
Larceny/Theft	12	7	107	9	9	178	210
Vehicle Theft	0	0	2	1	1	6	9
Vandalism	5	6	48	6	6	53	85
Drug Offenses	4	3	23	4	4	19	24
DUI	7	7	25	2	2	57	72
Traffic Accidents	72	----	516	63	----	848	789
Noise Complaints	14	14	81	8	8	137	154
Identity Theft & Fraud	11	9	112	19	13	197	235
Traffic Arrests	306		1701	251		3164	4182
Warnings	140	----	844	86	----	1265	1779
Non-Traffic	7		47	5		78	105
Juvenile Incidents	24	5	264	37	0	522	503
Juveniles Arrested	0	----	12	0	----	26	30

TREDYFFRIN TOWNSHIP POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS UNIT

JULY 2025

DETECTIVES

23 – CASES RECEIVED

14 – CASES CLOSED

3 – TOTAL ARRESTS

27 – DETECTIVE INTERVIEWS CONDUCTED

JUVENILE UNIT

0 – JUVENILE ALLEGATIONS FILED

2 – TOTAL CHILD ABUSE CASES

REVENUE

\$25.00 – FINGERPRINTING

1 – CIVILIANS FINGERPRINTED

\$1535.00 – ACCIDENT /INCIDENT REPORTS/SOLICITOR'S PERMITS

22 – RECORDS CHECKED



COMMUNITY POLICING REPORT

MONTH/YEAR:

July 2025

COMMUNITY EVENTS

Safe Kids Child Car Seat Fitting Event Paoli Hospital– 7/16
Mount Pleasant Neighborhood BBQ – 7/19
Senior Scam Presentation Echo Lake – 7/30

COMMUNITY MEETINGS

Building Security Assessment – Accensure – 7/18
Daylesford Lake HOA President– 7/29
First Trust Bank – 7/31
Safe Kids Chester County Meeting 7/31

FOLLOW-UPS TO PATROL REPORTS

P25273591 – 7/29

WALK-IN ASSIGNMENT

P25256925 – 7/2
P25256856 – 7/10
P25258621 – 7/16
P25261241 – 7/16
P25261243 – 7/16
P25261245 – 7/16
P25261246 – 7/18
P25261247 – 7/18
P25270331 – 7/25

CAR SEAT INSTALLATIONS

2

TRAINING

Chris Boyle
Firearms – CCPSTC – 7/23

CITIZEN POLICE ACADEMY

Initial planning work for fall start-up

MISCELLANEOUS



COMMUNITY POLICING REPORT

MONTH/YEAR:

Final design and purchase new giveaways

Event planning for August

New Twp employee / PD Promotion ID's

Bike Unit Maintenance / Repair

**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP**

Supervisors
David Miller, Chair
Julie Gosse, Vice-chair
KS Bhaskar
Matthew Holt
Sharon Humble
Carlotta Johnston-Pugh
Murph Wysocki

1100 Duportail Road
Berwyn PA 19312-1079

Phone: 610-644-1400
Fax: 610-993-9186
E-mail: tredyffrin@tredyffrin.org
Website: www.tredyffrin.org

Township Manager
William F. Martin

Township Solicitor
Gawthrop Greenwood PC

July 23, 2025

William White
Township Manager
Radnor Township
301 Iven Avenue
Wayne PA 19087

**RE: DCED Multimodal Transportation Funds Grant Application
Valley Forge to Heinz Refuge Trail / Radnor Trail Extension**

Dear Mr. White:

Tredyffrin Township is delighted to support Radnor Township's application to the Pennsylvania Department of Community and Economic Development Multimodal Transportation Fund grant program. This funding will enable the **construction of part of the Valley Forge to Heinz Refuge Trail/Radnor Trail Extension**. The project will include the crossing beneath Radnor Chester Road, a new 12-foot-wide ADA compliant multi-use trail extension eastward to Martha Brown Woods/I-476 right-of-way. For the short-term, these improvements will connect directly to the 2.4-mile-long Radnor Trail to the west and the TAP Trail to the northeast, which runs around the perimeter of Radnor High School. The proposed trail extension will be entirely within PennDOT property on the former rail bed and on Township property through the Township's Encke Park to the TAP Trail.

The Radnor Trail Extension (RTE) will work to close a crucial gap in the 18-mile Valley Forge to Heinz Refuge Trail (VFHRT), a regionally significant greenway and Priority II Trail designated by the Pennsylvania Department of Conservation and Natural Resources. The VFHRT/RTE is also an important part of the Circuit Trail Network, a planned regional trail network spanning over 800 miles of multi-purpose trails across the nine-county Philadelphia Metropolitan area and offering an equitable transportation option for all users, connecting our communities with the outdoors, workplaces, shopping centers, and other vital destinations.

We look forward to supporting and working with Radnor Township as you move forward with the further development of the Radnor Trail Extension.

Sincerely,


Joseph DiRocco
Chief Operating Officer



NEIGHBOR HELPING NEIGHBOR



Date: 08/11/2025
To: Tredyffrin Township Board of Supervisors
Easttown Township Board of Supervisors
Willistown Township Board of Supervisors
Tredyffrin Township Manager William Martin
Easttown Township Manager Don Curley
Willistown Township Manager Shanna Lodge
From: Fire Chief Jason Wustner
Re: Fire/EMS/ Financial Report for July 2025

Fire Call Summary

The members of the Paoli Fire Company responded to 65 fire calls during the month of July. Our average time on-scene was 27 minutes and 07 seconds. The average personnel per incident was 12.1. The breakdown of incident type is as follows:

Incident Type	# Incidents	% of Total
Building Fire	3	4.62%
Cooking Fire	2	3.08%
Vehicle/Truck Fire	1	1.54%
Assist EMS	3	4.62%
Motor Vehicle Accident	8	12.31%
Pedestrian Struck	1	1.54%
Odor Investigation	2	3.08%
Electrical Fire	7	10.77%
Smoke Investigation	2	3.08%
Dispatched/Cancelled En-route	13	20.0%
Smoke, alarm, CO detector malfunction	23	35.38%
Total Incidents:	65	100%

EMS Call Summary

The members of the Paoli Fire Company responded to 169 EMS incidents during the month of July. We transported a total of 112 patients. Breakdown of Fire and EMS Incidents per Municipality is as follows:

	FIRE Calls	EMS Calls	Average Fire Response Times	Average EMS Response Times
Tredyffrin	41	90	8 min 47 sec	7 min 07 sec
Easttown	7	11	8 min 41 sec	6 min 30 sec
Willistown	14	25	7 min 26 sec	4 min 58 sec
Other Municipalities	3	13		
Calls covered for Station 3				
Calls covered by Station 3		23		
Total	65	169		

Covered call/Assist Breakdown

Municipality	Covered Station 2	Covered Station 4	Covered Station 5	Covered Other	Covered by Station 2	Covered by Station 4	Covered by Station 5	Covered by Other
Tredyffrin	2							
Easttown	2							
Willistown		6						
Malvern Boro		2						
East Whiteland			7					
Phoenixville								

Charlestown								
Schuylkill				1				
East Goshen		3						
West Goshen								
Other								
Total	4	11	7	1				

Membership Fund Drive

Our 2025 Fund Drive Campaign was sent out at the beginning of January. We received \$105,290 from residents (22%) and \$3,700.00 from businesses (24%) for a total of \$108,990.

Training

Our training this month consisted of Deploying Handlines, Forcible Entry, Large Diameter Hose Practice, and Trailer Safety & Operations.

Financial Report Summary

	Monthly Actual	Estimated Monthly Budget	YTD Actual	Estimated YTD Budget
Operating Income	\$285,542		\$1,725,622	\$1,170,385
Operating Expense	\$155,392		\$1,271,786	\$1,228,226
Net Income	\$130,150		\$453,835	\$-57,841
Capital Expenditures				
Operating Reserves			\$1,105,560	
Capital Reserves			\$139,074	
Grants				

Mutual Aid/Significant Incidents

- July 1, 2025- Dispatched to assist Valley Forge Fire Company at 85 Dorchester Way for a House Fire.
- July 1, 2025- Dispatched to 2046 Waterloo Road for a House Fire. Value- \$1.5 million, Loss- \$1 million
- July 7, 2025- Dispatched to assist Malvern Fire Company at 609 Sugartown Road for a House Fire.
- July 11, 2025- Dispatched to relocate to Goodwill Fire Company, West Chester while they operated on a house fire. While enroute, dispatched to the scene to assist. 992 Centennial Drive.
- July 12, 2025- Dispatched to 25 Industrial for a Building Fire. Value- \$3 million, Loss- \$5,000.
- July 16, 2025- Dispatched to 209 Darby Road for an Accident w/ Entrapment.
- July 22, 2025- Dispatched to 9 E. Lancaster Ave for a Train Car. Value- \$11.5 million, Loss- \$5 million
- July 26, 2025- Dispatched to assist Berwyn Fire Company at 1366 Argyle Road for a House Fire.

Fire Response/Staffing Response Study

Total Monthly Fire Calls

	Response Made	Cancelled Response
Easttown	6	1
Tredyffrin	35	4
Willistown	11	3
Out of Area	2	1
Total Calls	63	

EMS Response/Staffing Response Study

Month of July

	Dispatch to Arrival	Enroute to On scene- ALS	Enroute to On scene- BLS	Dispatch to Enroute	Average Time On scene	Average Call Completion
Tredyffrin	7m 07s	7m 15s	7m 40s	1m 19s	15m 51s	40m 56S
Easttown	6m 30s	5m 22s	5m 54s	1m 08s	15m 37s	32m 15s
Willistown	4m 58s	4m 51s	5m 16s	1m 16s	18m 56s	46m 24s



Berwyn Fire Company

Protecting Tredyffrin and Easttown Townships since 1894

MEMO

TO: Tredyffrin Township Board of Supervisors
Easttown Township Board of Supervisors
Tredyffrin Township Manager William Martin
Easttown Township Manager Donald Curley
Tredyffrin/Easttown Director of Fire & EMS Joseph O'Leary

FROM: Deputy Chief Eamon Brazunas 

RE: Fire/EMS Monthly Report – July 2025

DATE: August 15, 2025

The members and staff of the Berwyn Fire Company made 102 fire emergency and public service responses this past month.

- Average turnout time (dispatch to wheels moving for all calls in emergency and non-emergency mode for 1st fire truck) was 2 minutes and 1 second.
- Average response time (dispatch to arrival for all calls in emergency and non-emergency mode for 1st fire truck) was 7 minutes and 35 seconds.
- Average on scene time for all calls was 20 minutes and 17 seconds.

Berwyn personnel responded to 219 EMS incidents and transported 147 patients / 67% transport rate. Please note that the total EMS incidents include patient transports, patient refusals, and non-transports.

Along with 11 overlapping fire calls, there were 49 overlapping EMS calls. The detailed monthly fire/EMS response, personnel and statistical information is attached.



Berwyn Fire Company

Protecting Tredyffrin and Easttown Townships since 1894

2 of 3

Financial Report:

- The July 2025 and 2025 YTD financial information is attached.

Significant Incidents:

- **July 3, 2025** – Berwyn fire/EMS responded to Valley Forge National Historical Park in Tredyffrin Township for an injured person near Knox's Quarters. ATV 2 was utilized to safely move the vehicle to the awaiting ambulance.
- **July 4, 2024** – Berwyn fire/EMS provided a standby at the Tredyffrin Township Independence Day Celebration in Wilson Farm Park. The Paoli Fire Company also helped during this event with apparatus and personnel.
- **July 8, 2024** – Berwyn fire/EMS responded to 13 calls, including a motor vehicle collision with entrapment on Rt. 202 assisting the East Whiteland Fire Company and another motor vehicle collision on Rt. 422 in Tredyffrin Township.
- **July 19, 2024** – Berwyn fire/EMS responded to 10 calls and handled a fireworks display standby assisting the Malvern Fire Company.
- **July 22, 2025** – Berwyn fire/EMS assisted the Paoli Fire Company with a train car fire at the Paoli Train Station in Tredyffrin Township.

Training & Other Activity:

- Various Meetings and Other Activity Related to New Building Project – 07/01/2025 – 07/31/2025
- Board of Directors Meeting – 07/08/2025
- Company Meeting – 07/10/2025
- Lower Merion Township Line of Duty Death Presentation – 07/21/2025
- Basic Water Rescue Training Review – 07/28/2025



Berwyn Fire Company

Protecting Tredyffrin and Easttown Townships since 1894

3 of 3

False Alarm Reporting:

- The false alarm reporting for June – August will be provided with the September report.

Life Safety / Plans Review / General Safety:

Tredyffrin Township

- No issues to report.

Easttown Township

- No issues to report.

Additional Attachments:

- Berwyn Fire Company Set to Dedicate New Building and Hold Parade & Housing Ceremony – July 12, 2025

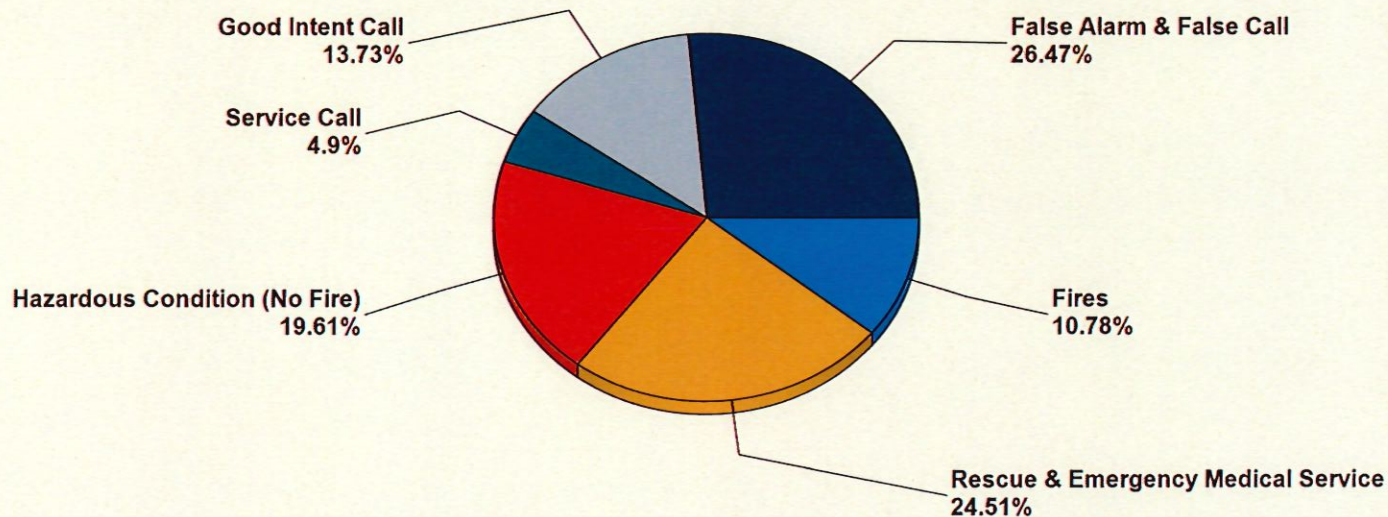
Berwyn Fire Company

Berwyn, PA



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2025 | End Date: 07/31/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	11	10.78%
Rescue & Emergency Medical Service	25	24.51%
Hazardous Condition (No Fire)	20	19.61%
Service Call	5	4.9%
Good Intent Call	14	13.73%
False Alarm & False Call	27	26.47%
TOTAL	102	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



emergencyreporting.com

Doc Id: 553

Page # 1 of 2

Detailed Breakdown by Incident Type

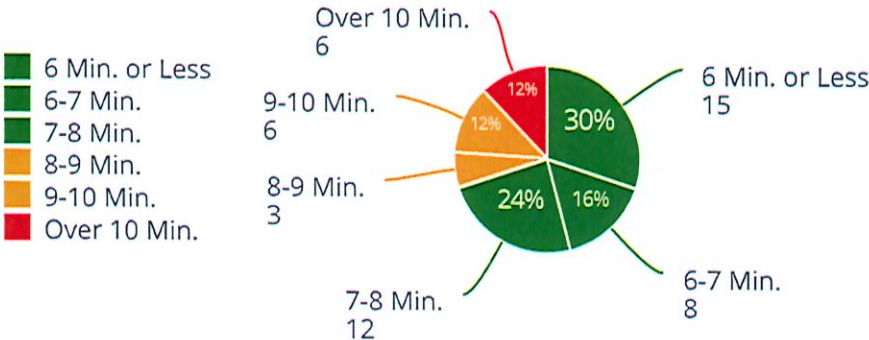
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	4	3.92%
113 - Cooking fire, confined to container	3	2.94%
133 - Rail vehicle fire	1	0.98%
142 - Brush or brush-and-grass mixture fire	1	0.98%
143 - Grass fire	1	0.98%
162 - Outside equipment fire	1	0.98%
311 - Medical assist, assist EMS crew	7	6.86%
322 - Motor vehicle accident with injuries	8	7.84%
324 - Motor vehicle accident with no injuries.	6	5.88%
331 - Lock-in (if lock out , use 511)	1	0.98%
352 - Extrication of victim(s) from vehicle	1	0.98%
353 - Removal of victim(s) from stalled elevator	2	1.96%
424 - Carbon monoxide incident	1	0.98%
440 - Electrical wiring/equipment problem, other	1	0.98%
444 - Power line down	4	3.92%
445 - Arcing, shorted electrical equipment	14	13.73%
511 - Lock-out	1	0.98%
551 - Assist police or other governmental agency	2	1.96%
553 - Public service	1	0.98%
571 - Cover assignment, standby, moveup	1	0.98%
611 - Dispatched & cancelled en route	11	10.78%
651 - Smoke scare, odor of smoke	2	1.96%
671 - HazMat release investigation w/no HazMat	1	0.98%
711 - Municipal alarm system, malicious false alarm	1	0.98%
730 - System malfunction, other	1	0.98%
733 - Smoke detector activation due to malfunction	1	0.98%
735 - Alarm system sounded due to malfunction	7	6.86%
736 - CO detector activation due to malfunction	2	1.96%
740 - Unintentional transmission of alarm, other	3	2.94%
741 - Sprinkler activation, no fire - unintentional	1	0.98%
743 - Smoke detector activation, no fire - unintentional	5	4.9%
745 - Alarm system activation, no fire - unintentional	5	4.9%
746 - Carbon monoxide detector activation, no CO	1	0.98%
TOTAL INCIDENTS:	102	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

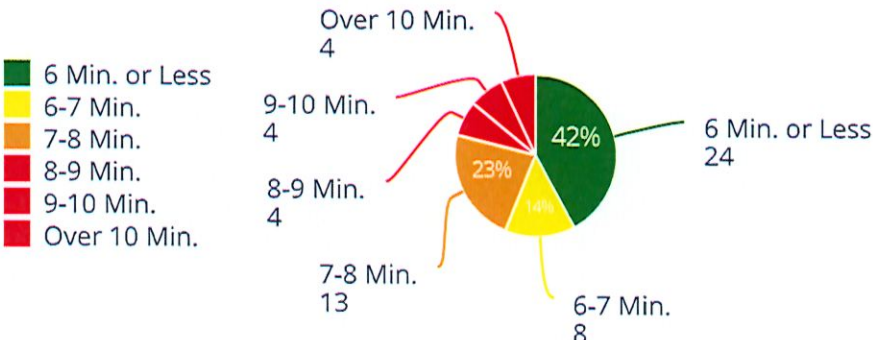


2025													
EASTTOWN TOWNSHIP													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
TOTAL EMS RESPONSES	78	63	91	68	74	68	65	0	0	0	0	0	507
NATURE OF DISPATCH													
ALS	29	25	29	23	32	21	29	0	0	0	0	0	188
BLS	49	38	62	45	41	47	36	0	0	0	0	0	318
ALS ASSIST	0	0	0	0	1	0	0	0	0	0	0	0	1
EMS FIRE STAND-BY	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL BILLABLE	54	46	71	40	57	43	43	0	0	0	0	0	354
ALS	27	24	27	20	33	16	22	0	0	0	0	0	169
BLS	27	22	44	20	24	27	21	0	0	0	0	0	185
Treat/No Transport	15	11	12	14	11	18	13	0	0	0	0	0	94
CANCELLED	9	6	8	14	6	7	9	0	0	0	0	0	59
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
TOTAL EMS RESPONSES	136	130	122	120	149	128	135	0	0	0	0	0	920
NATURE OF DISPATCH													
ALS	52	52	56	58	64	60	57	0	0	0	0	0	399
BLS	84	78	66	62	85	68	78	0	0	0	0	0	521
ALS ASSIST	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRE STAND-BY	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL BILLABLE	101	96	87	93	108	89	93	0	0	0	0	0	667
ALS	49	45	47	52	60	51	48	0	0	0	0	0	352
BLS	52	51	40	41	48	38	45	0	0	0	0	0	315
Treat/No Transport	19	21	23	18	25	23	28	0	0	0	0	0	157
CANCELLED	16	13	12	9	16	16	14	0	0	0	0	0	96
OTHER MUNICIPALITIES													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
TOTAL EMS RESPONSES	13	7	10	5	12	11	19	0	0	0	0	0	77
NATURE OF DISPATCH													
ALS	3	3	2	2	2	8	8	0	0	0	0	0	28
BLS	10	4	8	3	10	3	11	0	0	0	0	0	49
ALS ASSIST	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRE STAND-BY	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL BILLABLE	0	4	2	3	4	0	11	0	0	0	0	0	24
ALS	2	3	2	2	2	8	8	0	0	0	0	0	27
BLS	2	1	0	1	2	1	3	0	0	0	0	0	10
Treat/No Transport	0	0	0	0	1	0	2	0	0	0	0	0	3
CANCELLED	9	3	8	2	7	2	6	0	0	0	0	0	37
TOTAL 2024													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
TOTAL EMS RESPONSES	227	200	223	193	235	207	219	0	0	0	0	0	1504
NATURE OF DISPATCH													
ALS	84	80	87	83	98	89	94	0	0	0	0	0	615
BLS	143	120	136	110	136	118	125	0	0	0	0	0	888
ALS ASSIST	0	0	0	0	1	0	0	0	0	0	0	0	1
EMS FIRE STAND-BY	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL BILLABLE	155	146	160	136	169	132	147	0	0	0	0	0	1045
ALS	78	72	76	74	95	75	78	0	0	0	0	0	548
BLS	81	74	84	62	74	66	69	0	0	0	0	0	510
Treat/No Transport	34	32	35	32	37	0	43	0	0	0	0	0	213
CANCELLED	34	22	28	25	29	25	29	0	0	0	0	0	192

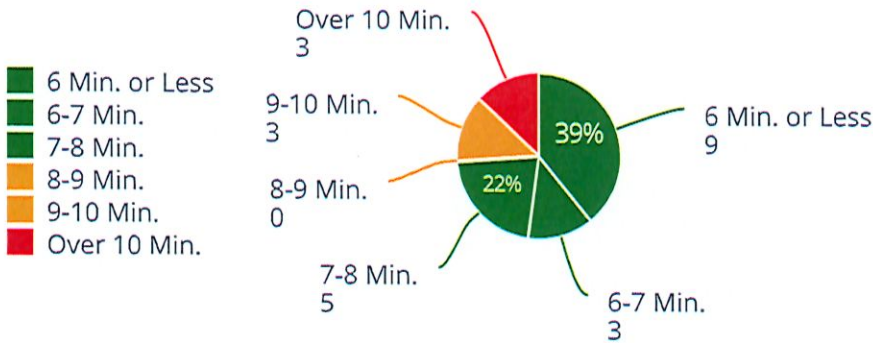
Tredyffrin Monthly Response Times by Min Reached BLS only



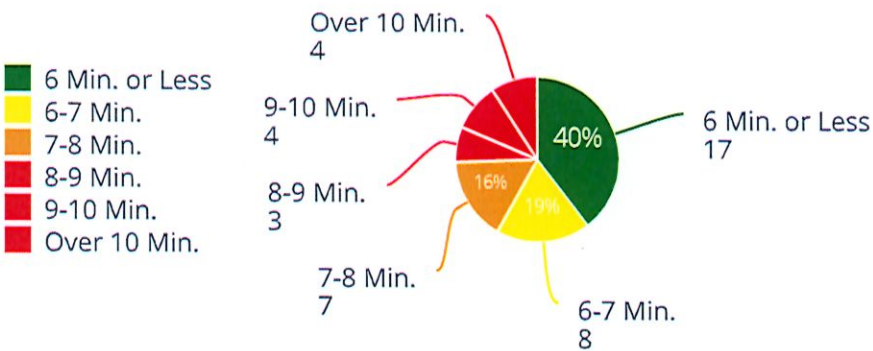
Tredyffrin Monthly Response Times by Min Reached ALS only



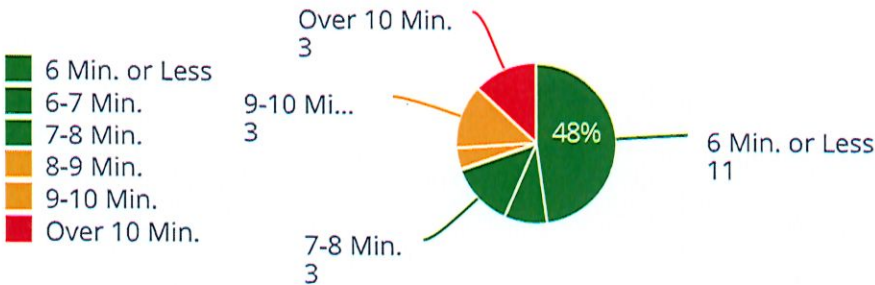
Tredyffrin (Sub to Sub Area Only) Monthly Response Times by Min Reach...



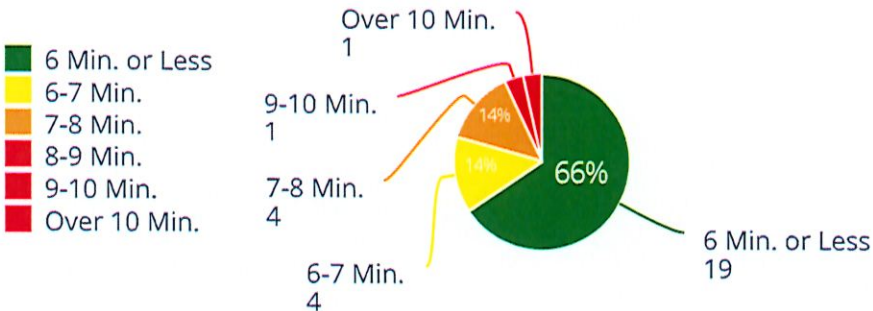
Tredyffrin (Sub to Sub Area Only) Monthly Response Times by Min Reach...



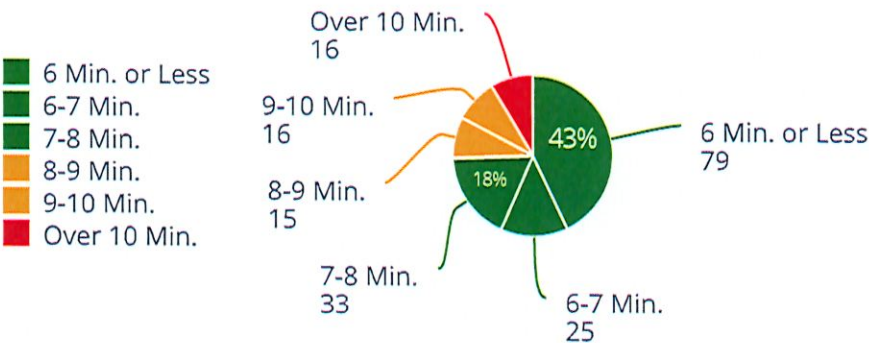
Easttown Monthly Response Times by Min Reached BLS only



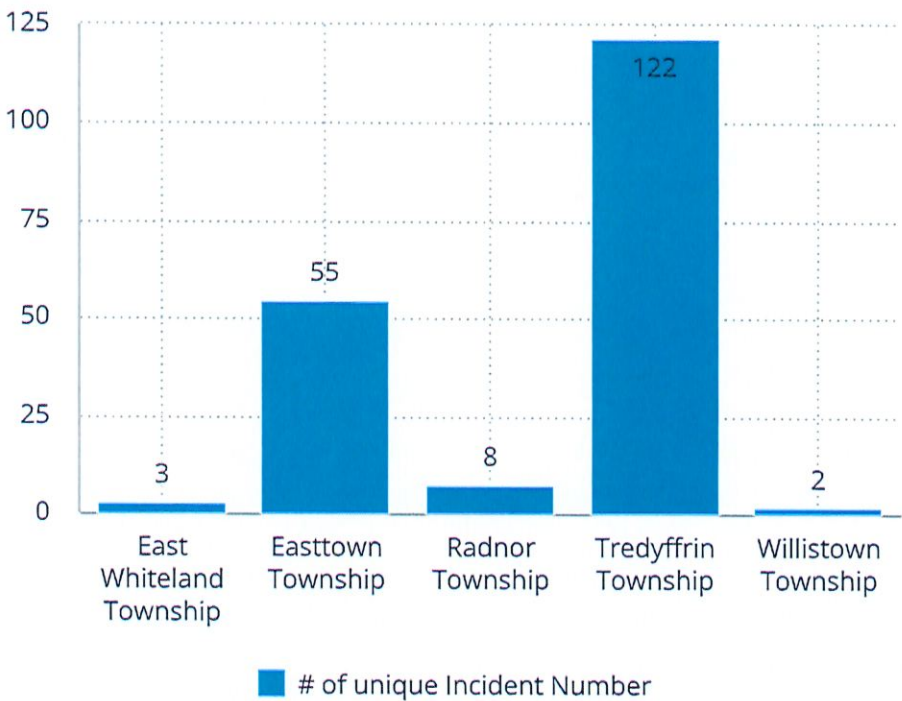
Easttown Monthly Response Times by Min Reached ALS only



All Calls Monthly Response Times by Min Reached

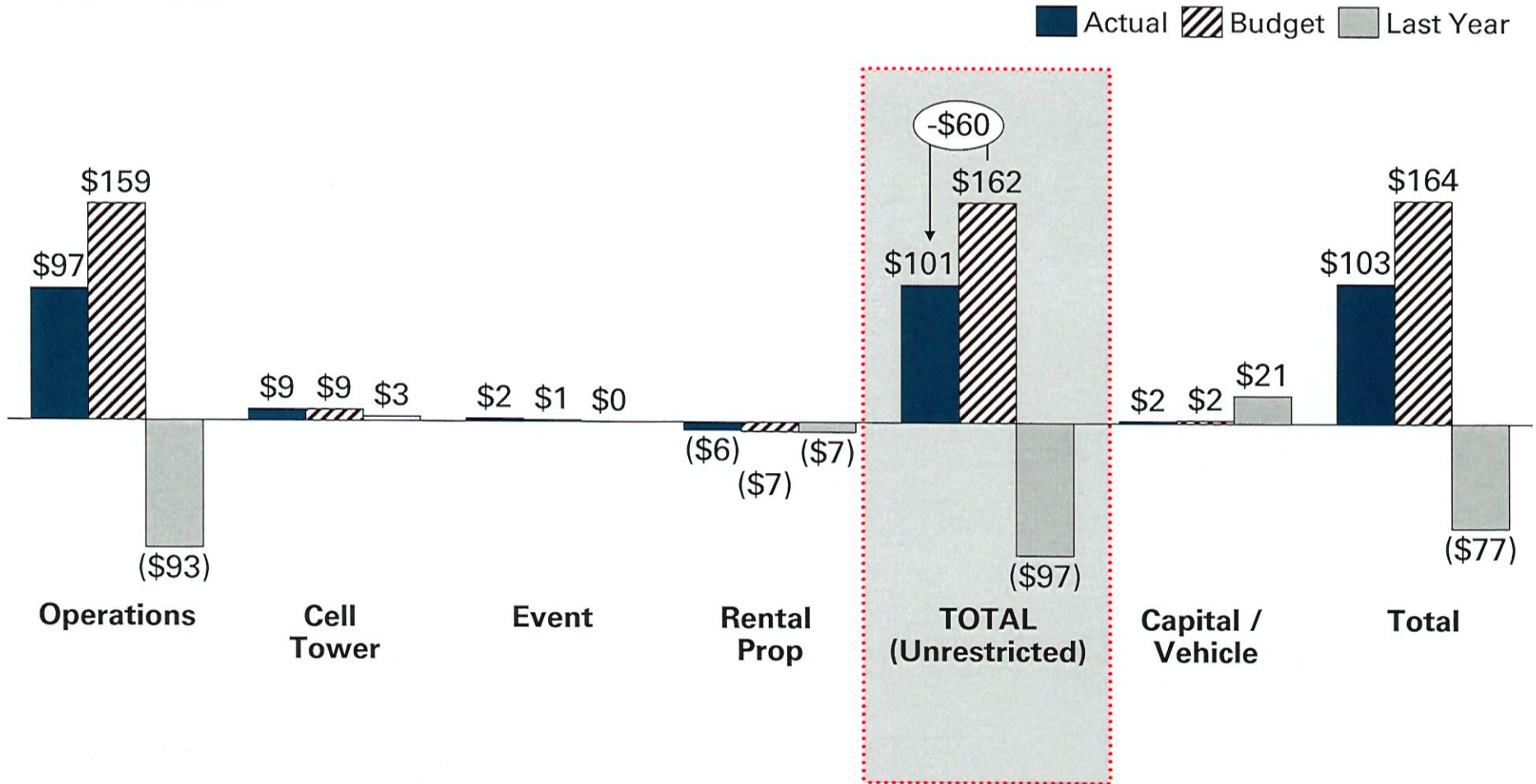


Total Calls By Municipality



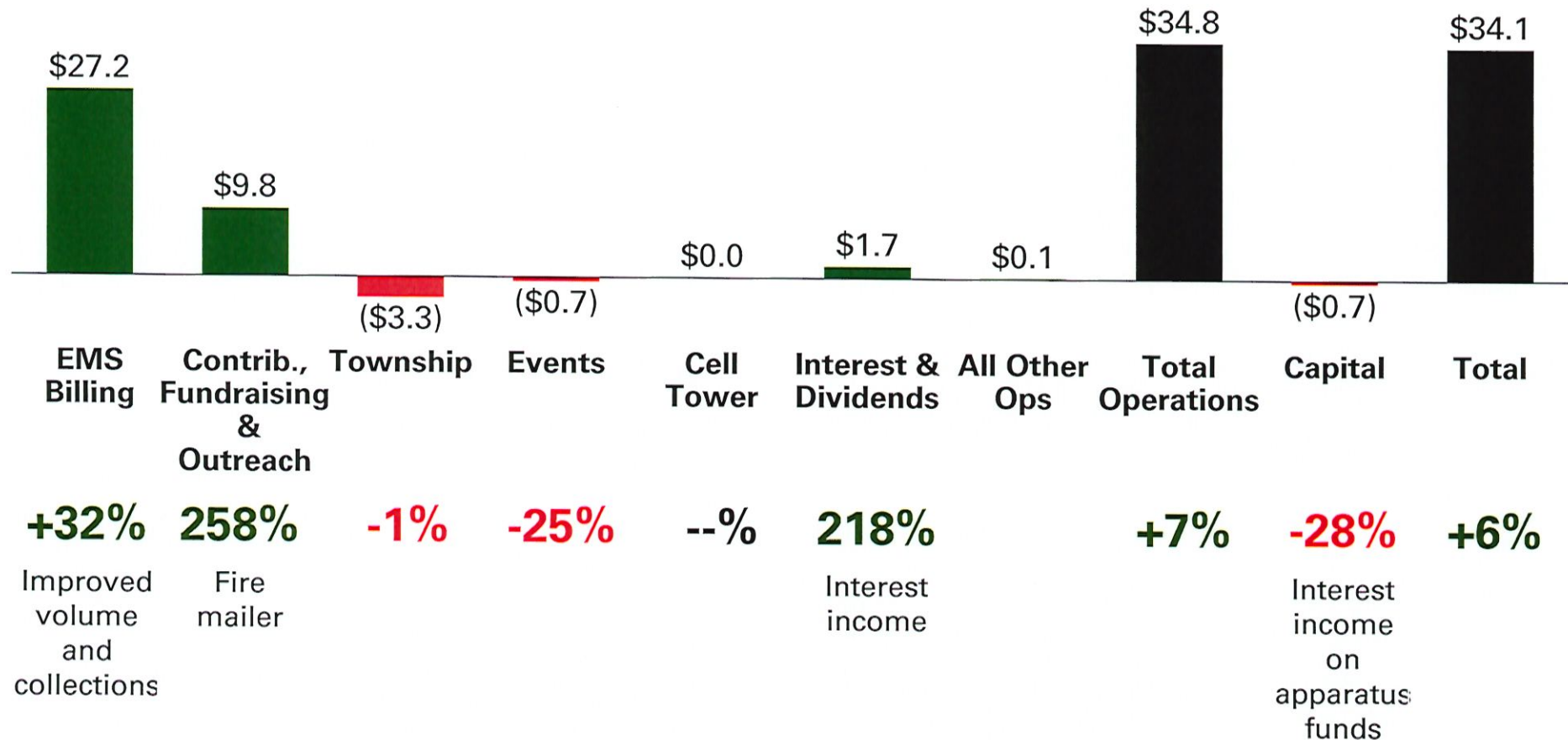
PROFIT (LOSS) BY CATEGORY: JULY

Figures in \$000s unless indicated



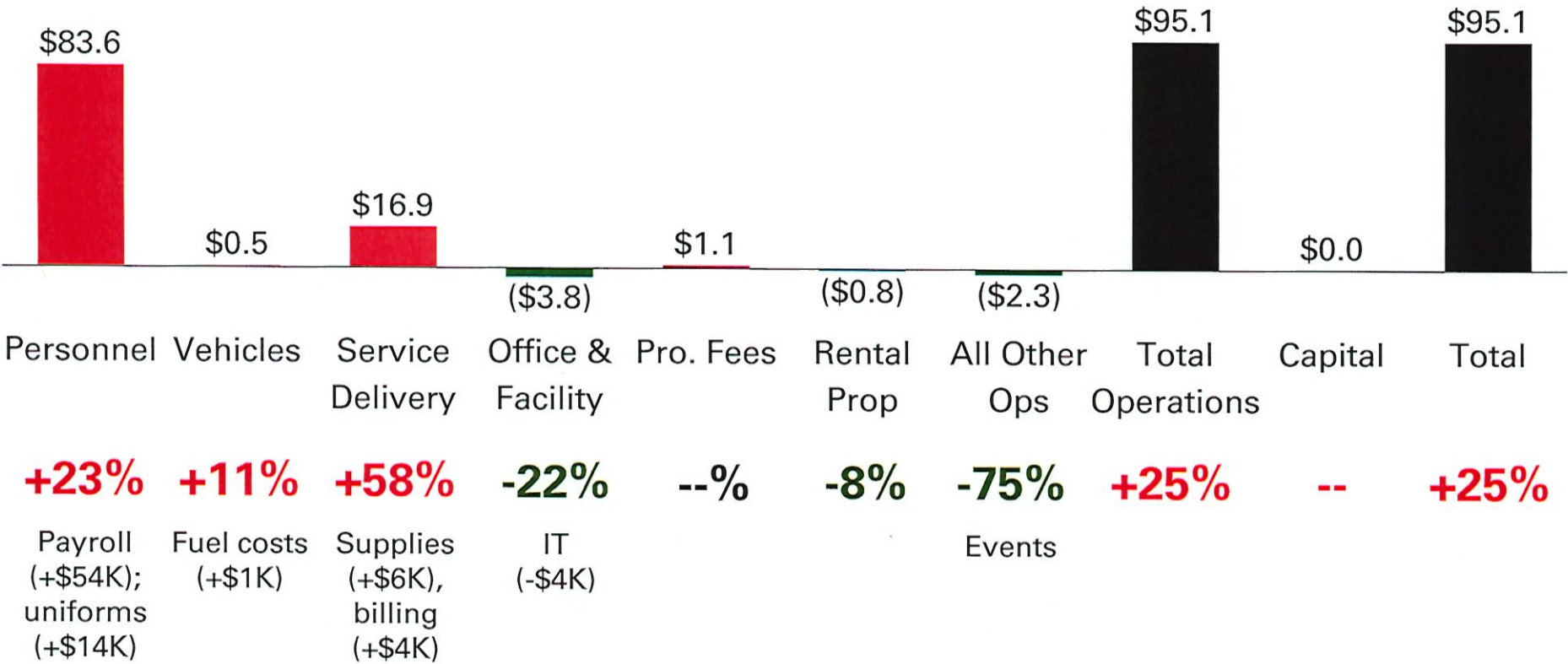
VARIANCE VS BUDGET (JULY): INCOME

Figures in \$000s unless indicated



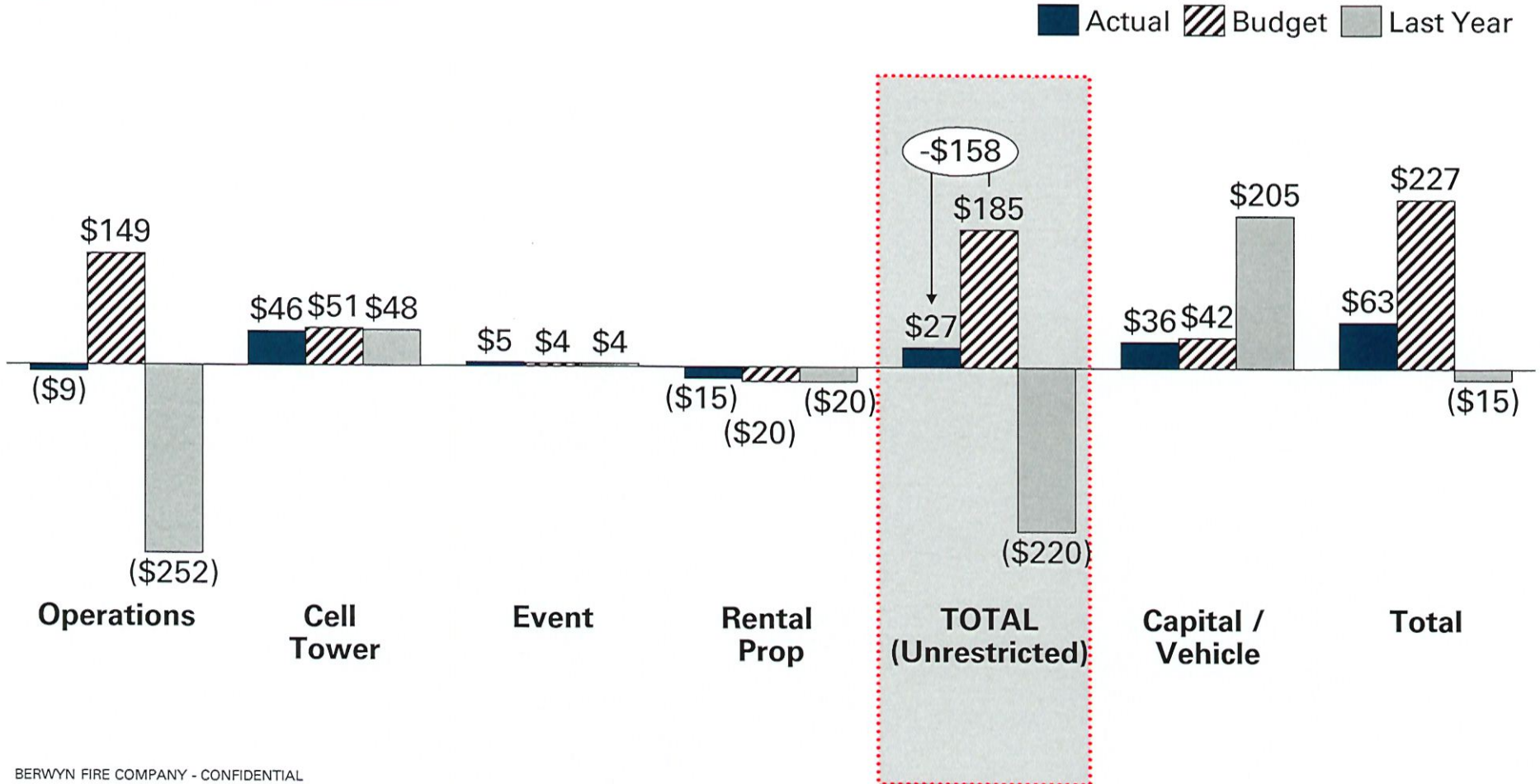
VARIANCE VS BUDGET (JULY): EXPENSES

Figures in \$000s unless indicated



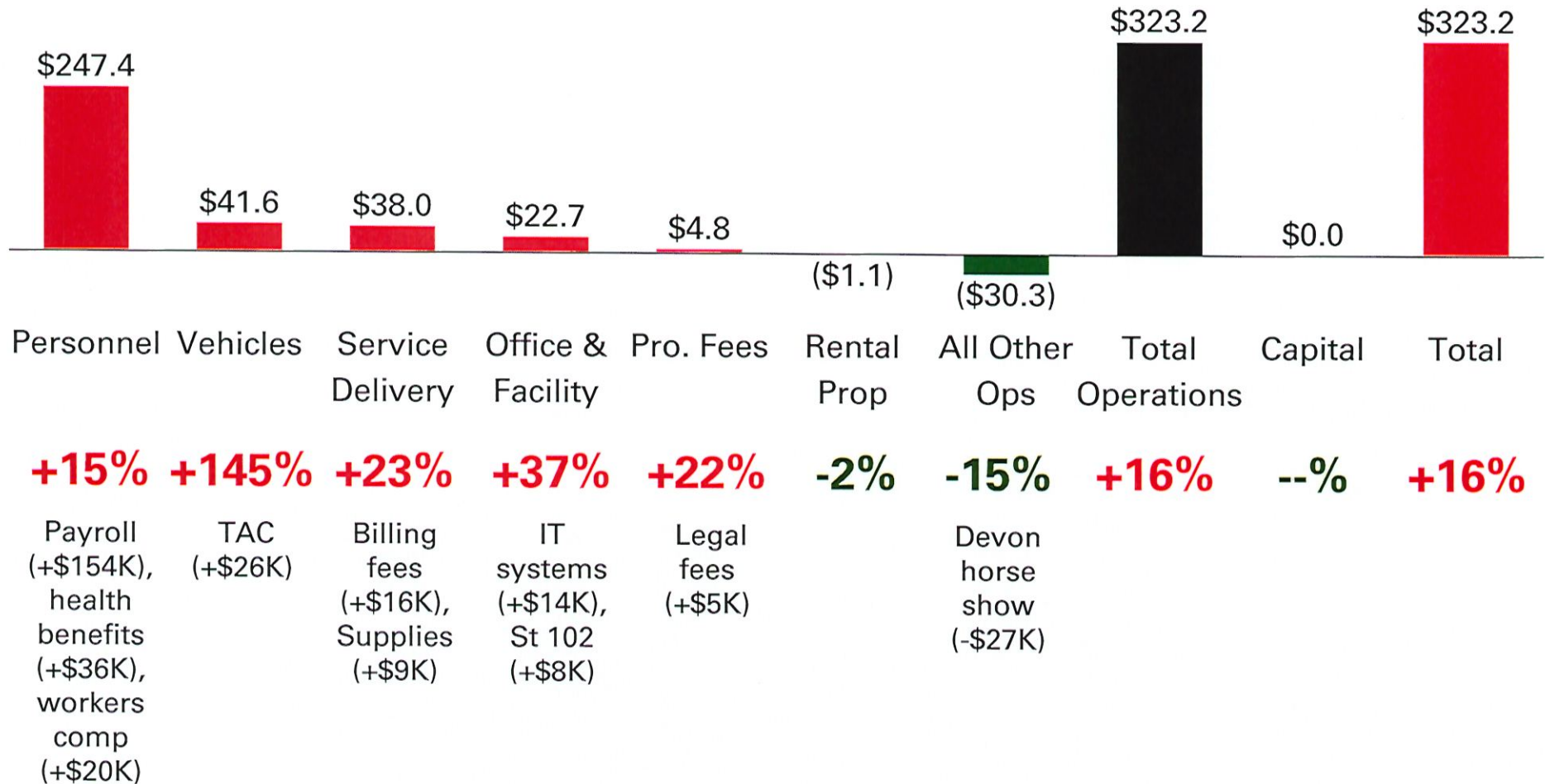
PROFIT (LOSS) BY CATEGORY: YTD JULY

Figures in \$000s unless indicated



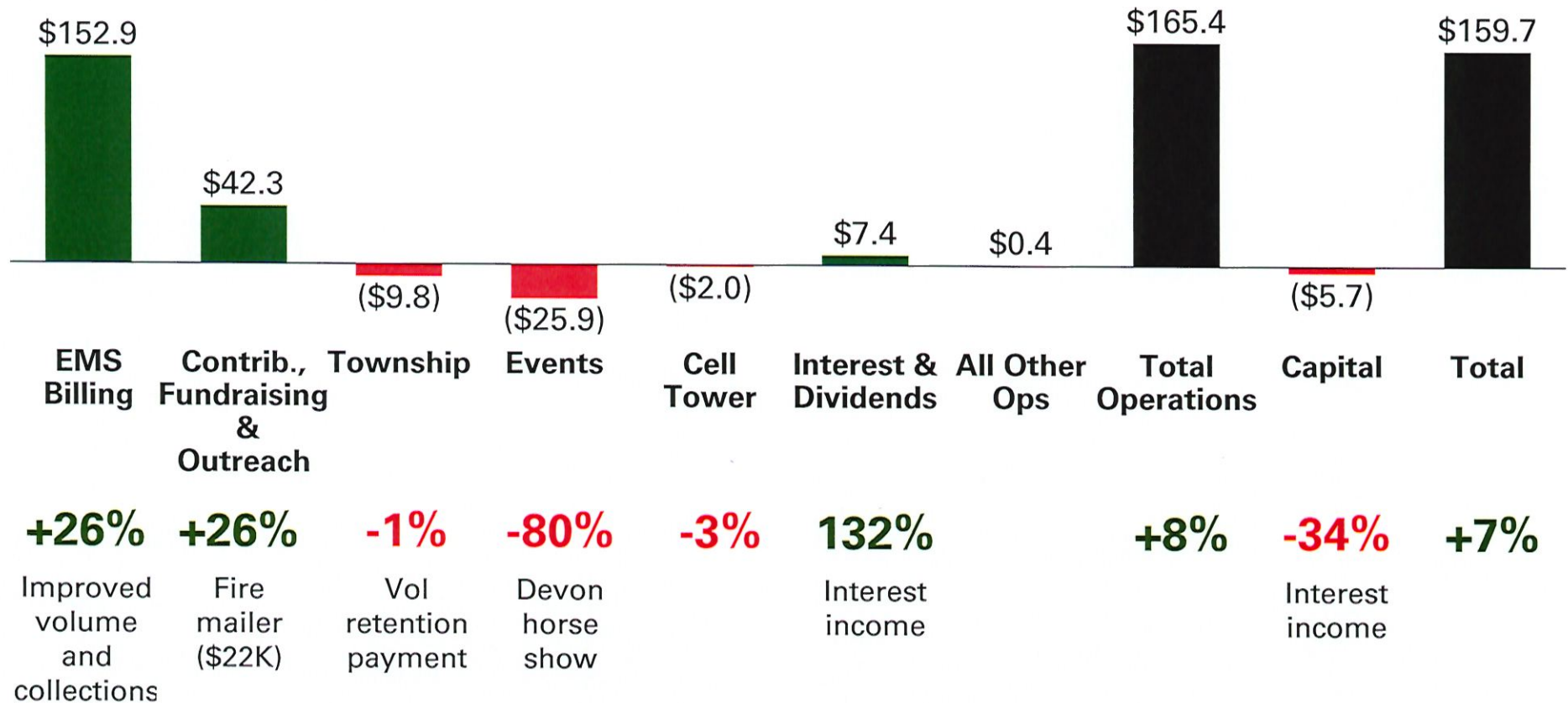
VARIANCE VS BUDGET (YTD): EXPENSES

Figures in \$000s unless indicated

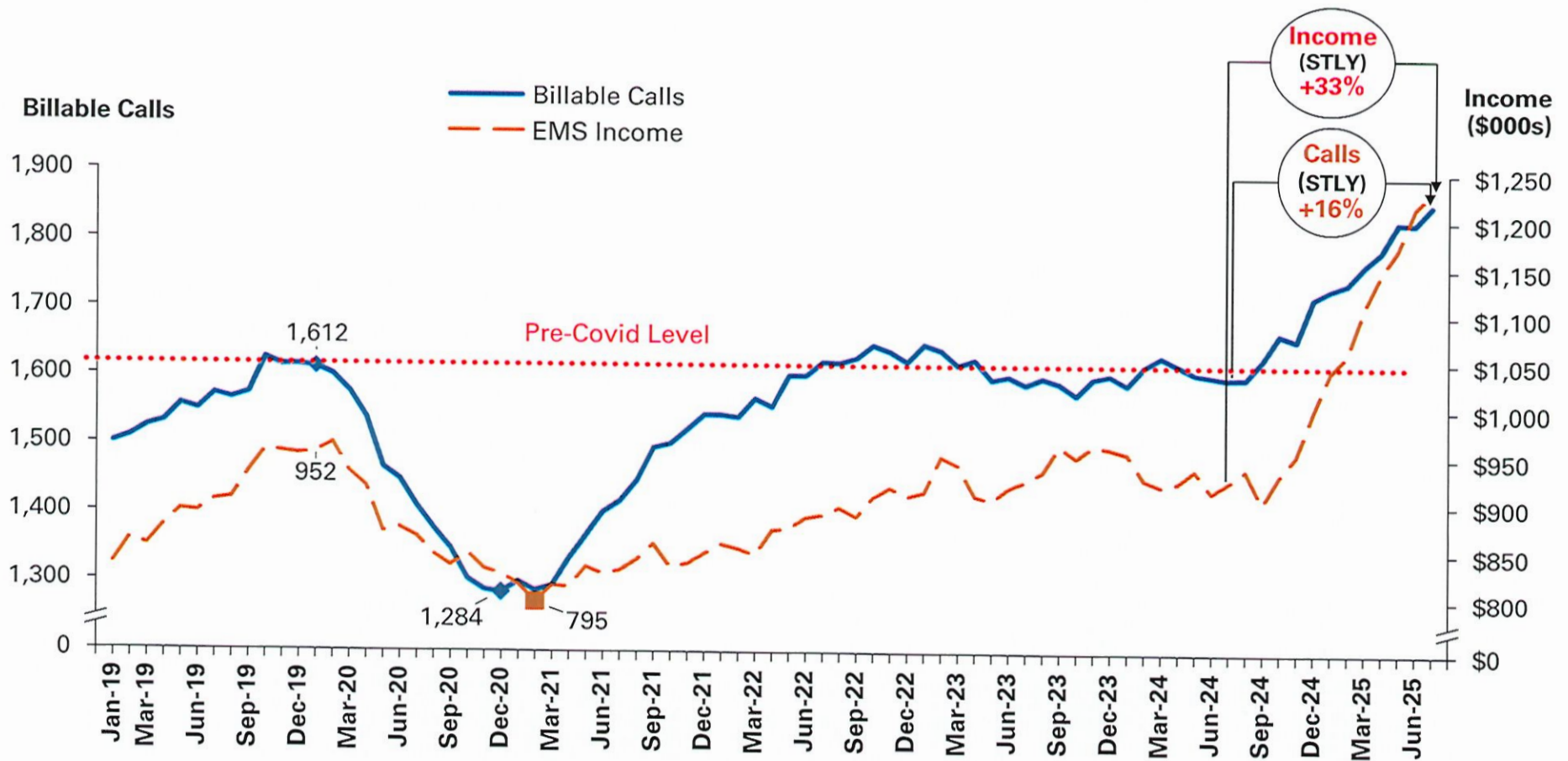


VARIANCE VS BUDGET (YTD): INCOME

Figures in \$000s unless indicated



EMS BILLING: ROLLING 12-MONTH



Berwyn Fire Company Set to Dedicate New Building and Hold Parade & Housing Ceremony

By NewsDesk

July 12, 2025

BERWYN, PA - The Berwyn Fire Company will be hosting the dedication of its new fire house on Saturday, September 27, 2025 beginning at 1:00 p.m. at 23 Bridge Avenue in Berwyn, Pa.

Sponsorship opportunities for local businesses and individuals to support this historic event are available (please see information below).

After 95 years in the old firehouse, Berwyn Fire Company, in conjunction with the Board of Supervisors from Tredyffrin & Easttown Townships, is near completion of the fire/EMS station that will serve the community for decades to come.

Township officials, state representatives, project engineers, architects, construction supervisors, and other dignitaries will be attending. The public is invited to attend and line the parade route along Bridge Avenue, participate in the dedication ceremony, and tour the new fire house. Souvenirs commemorating the occasion, and food and drink will be available after the ceremony.

An anticipated timeline of activities includes:

1:00 p.m. - Parade Start
1:30 p.m. - Welcome/National Anthem/Blessing/Speakers
2:15 p.m. - Building Dedication
2:30 p.m. - Apparatus Housing
3:00 p.m. - Open House Tours

The project is being financed by funds generated by the Berwyn Fire Company, donations from the Tredyffrin-Easttown community, tax dollars from both Tredyffrin and Easttown Townships, State grant funds and Federal grant funds. The total estimated cost of the construction, including soft costs is \$10,500,000 for the 20,000 sq. ft. building.

The station will feature 4 apparatus bays for fire trucks and ambulances, along with increased sleeping quarters for career staff and volunteers. An emergency operations center is also planned in the design to help coordinate emergency responses during significant weather events and other disasters. And most importantly, the station will now have the proper safeguards in place to reduce personnel carcinogen exposure.

For information on event sponsorship opportunities, businesses and individuals are encouraged to contact:

Eamon Brazunas (eamon.brazunas@berwynfireco.org) or Damien Enderle (damien.enderle@berwynfireco.org).

Additional information will be updated on the Berwyn Fire Company website as it becomes available.

The Berwyn Fire Company is a registered 501c3 non-profit combination organization that provides primary fire, EMS, and rescue services to the majority of Tredyffrin Township and Easttown Township in Chester County, Pennsylvania. The Berwyn Fire Company responds from two stations covering a population of 28,552 over 15.52 square miles. To learn more visit www.BerwynFireCo.org.

#

Attachments:  **BFC Dedication Sponsorship Form.pdf** (367k)

