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EAST FALLOWFIELD TOWNSHIP

Board of Supervisors Meeting Agenda
November 24, 2026 at 6:30 PM

NOTE: BOARD OF SUPERVISORS MEETINGS ARE NOW LIVESTREAMED TO OUR YOUTUBE CHANNEL: https://www.youtube.com/@eastfallowfieldtownship

1. Call to order, silent meditation, and pledge of allegiance.

2. An Executive Session was held on November 24, 2026, to discuss legal matters

3. CONDITIONAL USE HEARING

   a. Cellco Partnership d/b/a Verizon Wireless for PHI MODENA, 6 Ims Drive

      PROPOSED MOTION: I make a motion to approve the conditional use application of Cellco Partnership d/b/a Verizon Wireless, as presented.

4. APPROVAL OF MINUTES

   a. November 10, 2026 Board of Supervisors Meeting Minutes

      PROPOSED MOTION: I make a motion to approve the November 10, 2026 Board of Supervisors meeting minutes, as presented.

5. FIRE DEPARTMENTS & DEPARTMENT OF EMERGENCY SERVICES

   a. October Westwood Fire Company Fire Chief's Report for Board and Resident Review
   b. October Westwood Fire Company EMS Report for Board and Resident Review
   c. October Modena Fire Company Fire Chief's Report for Board and Resident Review
   d. October Modena Fire Company Fire Chief's Report – East Fallowfield Calls Only for Board and Resident Review
   e. October Modena Fire Company EMS Report for Board and Resident Review

6. SUMMARY BY APPLICABLE BOARD LIAISON

   a. Township Office – Chair Lambert
   b. Police Department – Supervisor Wright
   c. Public Works Department – Supervisor Wright
   d. Emergency Services and Fire Marshal – Vice Chair Sparr
   e. Planning Commission – Supervisor Stoff
   f. Historical Commission – Supervisor DiRado
   g. Park and Recreation – Vice Chair Sparr
   h. Environmental Advisory Committee (EAC) – Supervisor DiRado

7. TREASURER'S REPORT

   a. October 31, 2026 Treasurer's Report

      PROPOSED MOTION: I make a motion to approve the October 31, 2026, Treasurer's Report as presented.

   b. Payment Authorizations

      PROPOSED MOTION: I make a motion to approve the Payment Authorizations for the period of November 11, 2026 through November 24, 2026 in the total amount of $216,146.19, as presented.

8. MANAGER'S REPORT

   a. PECO Green Region Grant Submission Resolution

      PROPOSED MOTION: I move to approve the submission of the PECO Green Region Grant Resolution 2026-14, as presented.

   b. Resolution for DCED Statewide Local Share Assessment Grant

      PROPOSED MOTION: I make a motion to adopt Resolution 2026-15 authorizing the submission of a DCED Statewide Local Share Assessment Grant application for $64,702.10 toward the purchase of a replacement police department vehicle.

   c. Appointment of Reidenbach & Associates as Township Solicitor

      PROPOSED MOTION: I make a motion to engage the firm of Reidenbach & Associates as Township Solicitor through December 31, 2026, at an hourly rate of $235.00.

   d. Continued Retention of Siana Law as Township Solicitor

      PROPOSED MOTION: I make a motion to continue retaining the firm of Siana Law as Township Solicitor through December 31, 2026.

9. LEGAL

   a. Proposed Ordinance 2026-07 – Residential Rental Inspections

      PROPOSED MOTION: I move to authorize the advertisement of proposed Ordinance 2026-07, establishing registration and inspection requirements for residential rental properties, as presented.

b. Coatesville Area School District - Doe Run Road Elementary School Escrow Release

PROPOSED MOTION: I make a motion to authorize escrow release #1 in the amount of $4,950,264.50 for Doe Run Elementary School.

c. Coatesville Area School District – Pump and Haul Agreement Extension

PROPOSED MOTION: I make a motion to approve the extension of the Pump and Haul Agreement with Coatesville Area School District for the Doe Run Elementary School, from December 28, 2026, through August 27, 2027.

d. Coatesville Area School District – Doe Run Pump Station Easement Agreement

PROPOSED MOTION: I make a motion to approve the pump station construction easement agreement with the Coatesville Area School District, as presented.

e. 2027 Independent Auditor Appointment, 2027 Reorganizational Meeting and 2027 Elected Auditors Meeting.

PROPOSED MOTION: I make a motion to authorize the advertisement of the intent to appoint Clifton Larson Allen as Township Auditor, to be considered at the Board meeting on January 4, 2027, as well as to advertise the reorganizational meeting of the Board of Supervisors for 6 p.m. on January 4, 2027, and notice of the elected Township Auditor's meeting on January 5, 2027, at 6 p.m.

f. Zoning Hearing Board Application for 227 Windy Hill Road (Informational)

g. Petition from Holly Hollow Farm to Join EFT Agricultural Security Area (Informational)

10. PARKS & RECREATION REPORT

a. Report Submitted

b. East Fallowfield Township Holiday Tree Lighting is December 5, 2026, at 6:00 p.m.

11. PLANNING COMMISSION

a. Report Submitted

12. POLICE DEPARTMENT

a. October 2026 Report for Board and Resident Review

b. Update of Automated License Plate Readers Policy

PROPOSED MOTION: I make a motion to approve the updated Automated License Plate Readers Policy, as presented.

13. PUBLIC WORKS DEPARTMENT

    a. October 2026 Report for Board and Resident Review

    b. Appointment of CDL Snowplow Operator

       PROPOSED MOTION: I make a motion to appoint Brandon Cole as an on-call CDL snowplow operator for the 2026/2027 winter season, at an hourly rate of $27.00, subject to a satisfactory background check.

14. HISTORICAL COMMISSION

    a. Report submitted

15. ENVIRONMENTAL ADVISORY COUNCIL

    a. Report submitted

16. MUNICIPAL BUILDING COMMITTEE

    a. No Report submitted

17. OLD BUSINESS

18. NEW BUSINESS

19. PUBLIC PARTICIPATION - 20 minutes

20. ADJOURNMENT

The agenda is finalized 24 hours before the regular meeting.

REGER RIZZO DARNALL LLP
ATTORNEYS AT LAW

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Partner
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Malvern, PA 19355

Main: 610.429.1369
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October 7, 2026

VIA OVERNIGHT DELIVERY

Rob McLarnon, Zoning Officer
East Fallowfield Township
2264 Strasburg Road
East Fallowfield, PA 19320

Re: East Fallowfield Township Board of Supervisors
Application of Cellco Partnership, d/b/a Verizon Wireless
Site Name: PHI MODENA
Address: 6 Ims Drive, Coatesville, Pennsylvania

Dear Mr. McLarnon,

This office represents Cellco Partnership, d/b/a Verizon Wireless ("Verizon Wireless"), in regard to the proposed telecommunications facility to be established at 6 Ims Drive, East Fallowfield Township, Chester County, Pennsylvania. The property is further identified as Tax Parcel No. 47-4-68.2 and is presently zoned O-I Office/Industrial (the "Property"). The Property is owned by the Central Chester County Recycling Authority and is approximately 1.07 acres in area. It is presently used for public services as a recycling facility.

Verizon Wireless recognizes the continuing need for enhanced telecommunications services in East Fallowfield Township and adjoining areas. Toward that end, Verizon Wireless seeks to use the Property for development of a tower-based wireless communications facility (the "Facility"). It has a lease with the Authority for use of the Authority's Property. Verizon Wireless is a provider of personal wireless services, licensed by the Federal Communications Commission as a commercial mobile service provider. On September 16, 2026, Verizon Wireless appeared before the Zoning Hearing Board (the "ZHB") to present its application proposing the installation of the Facility. There, the ZHB unanimously granted dimensional variance relief from the requirements of §§ 27-1733.4 and 27-1733.8 of the Township of East Fallowfield Ordinance (the "Code"). Verizon Wireless now applies to this Board for conditional use approval of the proposed Facility as outlined below.

The Facility shall consist of an antenna support structure designed as a monopole, to extend to a height of 145' above the ground and a lightning rod extending four (4) feet above the top of the tower. Verizon Wireless shall install twelve (12) panel-style antennas (4 per sector), which antennas and cabling shall be completely concealed from view inside the tower. The tower along with the radio equipment needed to operate the Facility will be placed within a 50' x 50' fenced compound. The cabinets housing the radio equipment and backup batteries will be placed on a 10'

x 27' concrete slab within the compound. An emergency diesel backup generator will also be located within the compound. The equipment compound will be surrounded by an 8' high fence. Access to the compound will be from the existing parking area on the Property and will be secured with a locked gate at all times. The tower will be designed to accommodate additional wireless providers.

In reference to this project, I am submitting with this cover letter an application to the East Fallowfield Board of Supervisors for appropriate relief. In support of the Application to the Board of Supervisors, enclosed are the following documents:

1. Sixteen (16) copies of the Conditional Use Application, which includes Addendum "A" which further describes the project and applicable criteria for the requested relief, and Addendum "B" which is the Property Owner List within 1000 feet of the subject property.
2. Sixteen (16) copies of the Site Plans prepared by Scherer Design Group, project engineers, dated June 16, 2026, last revised June 22, 2026. Please note that I am submitting 11" x 17" copies. If the Board requires full-size copies (24" x 36"), please advise and I will get them to you promptly.
3. Sixteen (16) copies of the FCC Licenses Verizon Wireless holds within Chester County, Pennsylvania.
4. Sixteen (16) copies of the Radio Frequency Design Analysis prepared by dBm Engineering, P.C. dated September 14, 2026.
5. A check for in the amount of $1,500, addressed to the Township of East Fallowfield, which serves as the Application Fee for a Conditional Use Application. Please advise if additional fees/escrows are required for the processing of the Conditional Use Application, and I will immediately deliver same to the Township.

Kindly advise when the hearing will be scheduled on this Application, and if further information or documentation is required at this time. Please note that additional documentation and testimony will be submitted in support of the Application at the time of hearing. Also, please advise if this matter will be placed before any other Commission or Board prior to proceeding to the Board of Supervisors, as we would appreciate an opportunity to present this Application to anybody that may be rendering an opinion or recommendation on the Application.

Also, it is my understanding that Applicant is responsible for notification to residents and posting of the Property pursuant to the Township Code. We shall take care of providing the required public notice and submitting proof thereof to the Township once we receive notification of the hearing date on the conditional use application, if necessary.

Thank you in advance for your assistance in this matter. Should you have any concerns or questions, please feel free to contact my office at your convenience.

Very truly yours,

REGER RIZZO & DARNALL LLP

Christopher H. Schubert, Esquire

CHS/dz
Enclosures

cc: Michael Crotty, Esquire, Township Solicitor (via email, w/ encl.)
Helen Espenshade, Esquire, Authority Solicitor (via email, w/ encl.)
Claire DiNardo, Verizon Wireless (via email, w/ encl.)

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org



2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

Conditional Use Application

Submission:

- Submit 16 full sets of whole application/complete packets.
- Check due at drop off made out to East Fallowfield Township for $1,500.

Name of Applicant(s): Cellco Partnership, d/b/a Verizon Wireless

Address: c/o Reger Rizzo & Darnall, LLP, 10 Valley Stream Parkway, Suite 201A, Malvern, PA 19355

Telephone #: (610) 283-7440 Email: cschubert@regerlaw.com

Tax Parcel #: 47-4-68.2 Size of Entire Tract: 1.7 +/- acres

Location of Parcel: 6 Ims Drive, Coatesville, PA 19320

Zoning District: O-I Office/Industrial

Legal Owner of Parcel: Central Chester County Recycling Authority

Proposed Use of Parcel: See Addendum "A", attached hereto and incorporated herein.

Name and Address of ALL property owners on the same street within five hundred (500) feet of the parcel and owners not on the same street within two hundred (200) fee of the parcel.
(Continue on additional sheets as needed)

Name Address

See Addendum "B", attached hereto and incorporated herein.

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org

2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

The East Fallowfield Zoning Ordinance, Part 19, §27-1903, Conditional Use - General Standards and Criteria requires a narrative report which must provide documentation addressing the twenty (20) items listed in this section. See Addendum "A", attached hereto and incorporated herein.

This form, properly completed, with accompanying documentation and plot plans (see Zoning Officer for details) and a check, payable to East Fallowfield Township in the amount of **$1,500.00** shall be presented to the Secretary for processing. Any hearing which is continued following the initial hearing shall require an additional escrow deposit of $500.00 prior to the opening of the continued hearing.

I, (we) the undersigned, do hereby submit this application for Conditional Use affecting property under my (our) ownership or the ownership of my (our) assigns or predecessors, in East Fallowfield Township.

Applicant (1) Signature — Christopher H. Schubert, Esquire, Attorney for Applicant — Date: 10/7/2026

Printed Name as Signed Above

Applicant (2) Signature — Date

Printed Name as Signed Above

NOTARY Signature & Seal — SEAL

FOR OFFICIAL USE ONLY:

Date Received: _____ Received By: _____

Clock Date: _____

Amount of Payment Received: $_____ Cash _____ Check _____ Credit _____

Date Granted: _____ Date Denied: _____

Reason for Denial: _____

BEFORE THE BOARD OF SUPERVISORS
OF EAST FALLOWFIELD TOWNSHIP

IN RE: APPLICATION OF CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS, Applicant
Site: PHI MODENA
Address: 6 Ims Drive, Coatesville, Pennsylvania

ADDENDUM "A" TO CONDITIONAL USE APPLICATION

I. *BACKGROUND*

The subject property is owned by the Central Chester County Recycling Authority ("Authority") and is located at 6 Ims Drive, East Fallowfield Township, Chester County, Pennsylvania. The property is further identified as Tax Parcel No. 47-4-68.2 and is presently zoned O-I Office/Industrial (the "Property"). The Property is 1.07 +/- acres in area and presently used for public services as a recycling facility.

Cellco Partnership, d/b/a Verizon Wireless ("Verizon Wireless") is a provider of personal wireless services, licensed by the Federal Communications Commission as a commercial mobile service provider. Verizon Wireless has a lease with the Authority for use of its Property. On September 16, 2026, Verizon Wireless appeared before the Zoning Hearing Board (the "ZHB") to present its application proposing the installation of a personal wireless services facility (the "Facility") at the Property. There, the ZHB unanimously granted dimensional variance relief from the requirements of §§ 27-1733.4 and 27-1733.8 of the Township of East Fallowfield Ordinance (the "Code"). Verizon Wireless now applies to this Board for conditional use approval of the proposed Facility as outlined below.

The Facility shall consist of an antenna support structure designed as a monopole, to extend to a height of 145' above the ground to the top of the tower and a lightning rod extending four (4) feet above the top of the tower. Verizon Wireless shall install twelve (12) panel-style antennas (4 per sector), which antennas and cabling shall be completely concealed from view inside the tower. The tower along with the radio equipment needed to operate the Facility will be placed within a 50' x 50' fenced compound. The cabinets housing the radio equipment and backup batteries will be placed on a 10' x 27' concrete slab within the compound. An emergency diesel backup generator will also be located within the compound. The equipment compound will be surrounded by an 8' high fence. Access to the compound will be from the existing parking area on the Property and will be secured with a locked gate at all times. The tower will be designed to accommodate additional wireless providers.

The Facility shall remedy a significant gap in wireless capacity which exists for Verizon Wireless in the Township. The Facility represents the least intrusive means of solving this significant capacity gap in Verizon Wireless's network. Verizon Wireless welcomes collocation

opportunities for other licensed wireless providers. Collocation on the proposed Facility will likewise solve any coverage gaps of these other wireless providers and shall represent the least intrusive means of solving such gaps in network coverage.

II. *REQUEST FOR RELIEF*

Applicant requests the following:

1. Conditional use approval pursuant to § 27-1733.2 (*Permitted Areas for Wireless Communications Facilities*) of the Code to allow for the use of the Property for the Facility within the O-I Office/Industrial District.

2. Any other interpretations, waivers, or other relief the Board of Supervisors may deem necessary and appropriate.

III. *NARRATIVE IN SUPPORT OF REQUESTED ZONING RELIEF*

The following narrative discusses the criteria applicable to the Application and why the proposed use is suitable for the Property and is in the best interests of the community.

§27-1733. Specific Standards and Criteria.

2. Permitted Areas for Wireless Communications Facilities. *Wireless communications facilities, including antennas support structures (or "towers") and wireless communications equipment buildings, may be located on land located within the RA Rural Agricultural Zoning District and the O-I Office/Industrial District, through the issuance of a conditional use decision.*

The subject Property is located with the O-I Office Industrial district, which permits Wireless Communications Facilities by conditional use.

3. Location. *Prior to the issuance of a conditional use approval for the construction and installation of any communications antennas support structure, the applicant for conditional use approval must prove by a preponderance of evidence that the applicant cannot adequately extend or infill its communications system by the use of equipment, such as repeaters, antennas, or other similar equipment installed on existing structures, such as utility poles or other tall structures. This requirement will be deemed to have been satisfied through the submission of a report or testimony by a qualified radio frequency engineer, verifying that the proposed communications antennae (or other wireless communications facility component) will advance the provision of wireless communications service.*

Verizon Wireless has submitted the radio frequency design report of dBM Engineering, to be supplemented through testimony at the time of the hearing, which report establishes that existing infrastructure or other technologies are not adequate to resolve the gap in the Verizon Wireless

network caused by capacity demands on its network and advance the provision of wireless communications services in the Township.

4. Maximum Height. *No communications antenna support structure shall be taller than 120 feet, . . . unless the applicant demonstrates that a greater tower height is necessary to provide satisfactory service for wireless communications. In such case, the communications antenna support structure shall not exceed 150 feet.*

Verizon Wireless has submitted the radio frequency design report of dBM Engineering, to be supplemented through testimony at the time of the hearing, which report establishes that a minimum tower height of 145 feet is necessary for the attachment of the antennas on the tower structure, so that the antennas can be placed as a centerline height of 140 feet above the ground. This report will be supplemented by additional testimony at the time of the hearing.

5. Wireless Communications Equipment Building. *In those zoning districts where communications antenna(e) and communications antenna support structures are permitted by conditional use, or on Township-owned property,. . . metal boxes placed on concrete pads, of a total aggregate square footage of 600 feet, housing the receiving and transmitting equipment necessary to the proper functioning of the wireless communications facility, may be located on the land site selected for installation and location of the wireless communications support structure, for each unrelated company sharing communications antenna(e) on the wireless communications support structure. The building and/or concrete pads may be located within aside yard or rear yard; provided, that: (1) the concrete pad and metal boxes or buildings are located 25 feet away from the property line, or in the case of the building, the minimum setback distance applicable in the zoning district, whichever is greater; (2) the combined height of the concrete pad and metal boxes or building does not exceed eight feet; and (3) an evergreen landscape buffer screen, having a planted height of six feet, is installed and maintained, so as to provide a visually effective barrier, for individuals standing at ground level in the nearby area, between the building or metal boxes and any adjacent property.*

Verizon Wireless has submitted site plans with the Application which demonstrate that no building is associated with the housing of the radio equipment. As such, a required minimum setback of 25 feet is required. The site plans show that the concrete pad is 7.5 ' x 4' in area, or 30 SF, which complies with the permitted allowance of 600 SF, and will be set back 37.6 feet from the side property line, which complies with the Code requirement of 25 feet.

6. Other Facilities. *. . .All other structures and uses ancillary to communications antenna(e) and communications antenna support structures including, but not limited to, a business office, a mobile telephone switching office, maintenance depot, and vehicular storage area, shall not be located on any land site, unless otherwise permitted by the applicable district regulations in which the site is located.*

As confirmed by the site plans submitted with the Application, no buildings or other uses shall be located on the leased area proposed for the Facility.

7. Attachments to Existing Structures. *In all zoning districts, an applicant may, upon conditional use approval being granted, locate communications antenna(e) and their support members (but not a communications antenna support structure) on an existing smoke stack, utility pole, water tower, commercial or industrial building, or any similar tall structure; provided:*

[A through F]

Verizon Wireless has submitted the radio frequency design report of dBM Engineering, to be supplemented through testimony at the time of the hearing, which report establishes that existing infrastructure or other technologies are not adequate to resolve the gap in the Verizon Wireless network caused by capacity demands on its network and advance the provision of wireless communications services in the Township.

8. Setbacks from Tower Base. *The nearest point of any communications antenna support structure (exclusive of any guy wires or guy wire anchors) shall be located not less than a distance equal to the height (in linear feet) of the communications antenna support structure from any adjoining property line and any street right-of-way.*

On September 16, 2026, Verizon Wireless secured dimensional relief from the East Fallowfield Township Zoning Hearing Board from this requirement, to allow for the establishment of the Facility from the adjoining property line and street right of way as depicted on the site plans which accompany this Application.

9. Antenna Support Structure Safety.

A. The applicant shall demonstrate that the proposed communications antenna(e) and communications antenna support structure are designed and will be constructed in accordance with all applicable provisions of the Uniform Construction Code building standards for such facilities and structures and applicable standards developed by the Electronics Industry Association, Institute of Electrical and Electronics Engineers, Telecommunications Industry Association, American National Standards Institute and Electrical Industry Association. The applicant shall demonstrate that the proposed wireless communications facility is designed in such a manner so that no part of the facility will attract/deflect lightning onto adjacent properties.

Site Plan Notes, Note 9, on Sheet Z-3 of the site plans provide that the Facility must comply with all current local, state and national codes that are applicable. Testimony will be offered at the time of the hearing by a professional engineer that the Facility will be designed, constructed and maintained in accordance with the ANSI 222-rev H requirements, which are strict building codes applied to these types of structures and foundations.

B. When a communications antenna(e) is to be located on an existing structure and the general public has access to the structure on which the communications antenna(e) is to be located, the applicant shall provide engineering details showing what steps have been taken to prevent microwave binding to wiring, pipes, or other materials. For purposes of this section, the term "microwave binding" shall refer to the coupling or joining of microwave energy to

electrical circuits including, but not limited to, the coupling or joining of microwave energy to electrical circuits, not limited to power lines and telephone wires, during which process the transference of energy one to another occurs.

Testimony will be offered at the time of the hearing on the Application by the radio frequency engineer which discusses the issue of microwave binding and that this Facility as designed will meet all federal requirements related to radio wave emissions.

C. The information necessary to demonstrate compliance with the above requirements is to be submitted concurrently with the submittal of an application for a building permit.

The referenced requirement is an appropriate condition of any approval which the Board might grant on the Application. Further, additional testimony and exhibits from the radio frequency engineer will be presented at the time of the hearing on that issue.

10. Fencing. *A security fence shall be required around the antenna support structure and other equipment, unless the communications antenna(e) is mounted on an existing structure, as provided herein.*

The Applicant proposes a chain-link fence with screening inserts to surround the compound, the details of which are shown on the site plans submitted with the Application, Sheet Z-9, Details 1 and 2.

11. Landscaping. *The following landscaping shall be required to screen as much of a newly constructed communications antenna support structure as possible. The Board of Supervisors may permit any combination of existing vegetation, topography, walls, decorative fences, or other features instead of landscaping, if in the discretion of the Board of Supervisors, they achieve the same degree of screening as the required landscaping.*
[A and B]

A landscape buffer of evergreens is proposed for placement along the northern and southern compound boundaries in compliance with the underlying code. In addition, screening slats are proposed for installation within the links of the fence, so that the equipment inside the compound shall be fully screened from view.

12. Design. *In order to reduce the number of communications antenna support structures in the Township in the future, the proposed communications antenna support structure shall be designed to accommodate other potential communication users, including not less than one wireless communication company, and not less than one local police, fire, or ambulance service communications provider, through the addition or incorporation of antenna anchored at a location or in locations on the communications antenna support structure which the applicant does not intend to anchor its communications antenna.*

Applicant shall design the Facility to accommodate up to three (3) wireless providers on the tower, to comply with this requirement.

13. Licensing and Applicable Regulations. *The applicant must demonstrate that it is licensed to provide wireless communications services by the Federal Communications Commission (FCC) through the submission of a copy of a license issued by the FCC authorizing the provision of wireless communications services by the applicant directly or through licensure or other authorized permission. A copy of this license is to be provided to the Township within 15 days of the submission of an application for conditional use or other Township approval.*

Verizon Wireless has submitted with its Application copies of its applicable licenses for Chester County, Pennsylvania, which includes coverage for East Fallowfield Township.

14. Proof of Inspection. *The owner of communications antenna support structure, shall submit to the Township Engineer proof of the annual inspection of the communications antenna support structure and communications antenna(e) by an independent professional engineer; as required by the ANSI/EIA/TIA-222-E Code. Based upon the results of such an inspection; the Board of Supervisors may require removal or repair of the wireless communications facility. In the event the annual inspection referred to above is not performed in a timely manner the landowner, as well as the applicant or other licensed provider of wireless communications service, shall be subject to civil enforcement proceedings, in accordance with § 27-2101 of this chapter, and such other remedies as are provided by law.*

Verizon Wireless is amenable to this requirement as a condition of any approval which may be granted by the Board of Supervisors on the conditional use application.

15. Soil Report and Inspection by Engineer. *A soil report complying with the standards of Geotechnical Investigations, ANSI/EIA-222-E, as amended, or substantively similar report, shall be submitted to the Township Engineer to document and verify the design specifications of the foundation for communications antenna support structure and anchors for the guy wires, if used.*

Verizon Wireless shall as a condition of approval submit a soils report to address the issues of this subsection of the Township Code at the time of its pursuit of construction permits for the Facility.

16. Required Parking. *If the wireless communication facility is fully automated, an adequate parking area shall be required for all maintenance workers. If the wireless communications facility is not fully automated, the number of required parking spaces shall equal the number of employees present at the wireless communication facility during the shift with the greatest number of employees or staff.*

The Facility will be fully automated. Sufficient parking will be available for the maintenance technicians, as shown on the site plans. Based on experience, Verizon Wireless anticipates that the site will be visited no more than three times per year for inspections.

17. Visual Appearance. *Communications antenna support structures shall be painted silver or another color approved by the Board, or shall have a galvanized finish. All wireless communications equipment buildings and other accessory facilities shall be aesthetically and architecturally compatible with the surrounding environment and shall maximize the use of a like*

facade to blend with the existing, surroundings and the neighboring buildings to the greatest extent possible. The Board of Supervisors may require additional standards [A] through [C].

Verizon Wireless proposes to utilize a galvanized finish on the monopole to comply with the code requirement. In addition, as stated above, the compound shall be surrounded by a screen fence which will completely conceal the equipment located inside the compound.

18. Site Plan. *A full site plan shall be required for all wireless communications facilities, showing all existing and proposed structure(s) and improvements including, but not limited to, the communications antenna(e), communications antenna support structure, building, fencing buffering, and ingress and egress. The plan shall comply with the Township Subdivision and Land Development Ordinance [Chapter 22], with the exception of such planned documentation/information which would be required to demonstrate compliance with those provisions of the Township Subdivision and Land Development Ordinance [Chapter 22] (or the Pennsylvania Stormwater Management Act, 32 P.S. § 680.1 et seq.,) pertaining to stormwater management.*

A site plan meeting the township code requirements has been submitted with the Application.

19. Signs. *No sign or other structure shall be mounted on the wireless communications facility, except as may be required by the Federal Communications Communication (FCC), Federal Aviation Administration (FAA), or other governmental agency, and except for an identifying sign of no greater than three square feet, setting forth the name and means of contacting the operator.*

Appropriate signage as required by the township code shall be provided by the Applicant.

20. Lighting. *Communications antenna support structures shall meet all FAA regulation. No communications antenna support structure may be artificially lighted, except when required by the FAA or other governmental authority. . . .*

No lighting on the tower is proposed or required by the FAA.

21. Maintenance. *The applicant shall describe anticipated maintenance needs, including frequency of service, personnel needs, equipment needs, and the traffic safety and notice impacts of such maintenance. This information shall be submitted, in writing, in the form of a proposed maintenance schedule, as part of the conditional use application or other application for zoning or building authorization.*

Testimony will be offered at the time of the hearing on the Application to describe the maintenance schedule. A written maintenance schedule consistent with that testimony will be submitted with the construction permit application.

22. Vehicular Access. *In the event a communications antenna(e) is attached to an existing structure, vehicular access to the wireless communications facility shall not interfere with the parking or vehicular circulation on the site for the existing principal use.*

Not applicable.

23. Co-location. *If the applicant proposes to build a communications antenna support structure . . .the applicant shall demonstrate that it has contacted the owners of structures of suitable location and height (such as smoke stacks, water towers and buildings housing existing communications antenna support structures) within a one mile radius of the site proposed, and asked for permission to install the communications antenna(e) on an existing structure, as set forth in this paragraph, or demonstrate that the applicant cannot adequately extend or infill its communication system through the use of these structures.*

Testimony and exhibits will be offered at the hearing that the only existing tall structures located within a mile of the proposed Facility are PECO high tension electric lines. The PECO towers lack sufficient height to afford the required wireless coverage for this site. In addition, given the limitations for access on these towers for scheduled power outages, required maintenance could not be carried out for a collocated telecommunications facility on the PECO towers.

24. Abandonment.

A. [pertaining to requirements upon abandonment of site]

Verizon Wireless will agree as a condition of approval should the Board grant conditional use approval of the Application.

B. [pertaining to financial security for removal]

Verizon Wireless will agree as a condition of approval should the Board grant conditional use approval of the Application.

C. [pertaining to recordation of declaration of authorization]

Verizon Wireless will agree as a condition of approval should the Board grant conditional use approval of the Application.

D. [pertaining to waiver of requirements by the Board]

No response necessary.

25. Notification. *All applicants seeking to construct, erect, relocate, or alter a wireless communications facility shall file a written certification with the Township Zoning Officer that all property owners within a 1,000 foot radius of the proposed communications antenna support structure have been given written notice by the applicant, mailed at least 14 days prior to the date of the hearing of the applicant's intent to construct, erect, relocate, or alter a wireless communications facility. The certification shall contain the name, address, and tax parcel number of the property owners so notified. Such notice shall also contain the date and time of the Board of Supervisors meeting at which the applicant will appear and demonstrate compliance with the provisions of this chapter.*

Applicant shall comply and present a certification to that effect at the time of the hearing.

26. Interference. *In the event the wireless communications facility causes interference with the radio, subscriber equipment or television reception of any Township resident for a period of three consecutive days, the resident shall notify the Township, in writing, of such interference. The Township shall notify the owner/operator of the wireless communication facility of such interference and the owner/operator, at the owner/operator's sole expense, shall thereafter ensure that any interference problems are promptly corrected. In the event the interference is not corrected in a timely manner, the owner/operator shall be subject to the civil enforcement proceedings, in accordance with Part 21 of this chapter, and may have the conditional use or other municipal approval revoked.*

Verizon Wireless will agree as a condition of approval should the Board grant conditional use approval of the Application.

27. Annual Report. *In January of each year, the owner or operator of any wireless communications facility shall pay the registration fee established from time to time by resolution of the Board of Supervisors and shall provide the Township Secretary with the following information. Changes occurring with respect to any such reported information shall be reported to the Township Secretary, in writing, within 10 days of the effective date of such change(s):*

[A] through [N]

Verizon Wireless will agree as a condition of approval should the Board grant conditional use approval of the Application.

§27-1903. General Standards and Criteria.

NOTE: Although the Applicant does not have the burden to affirmatively present evidence to show compliance with the general criteria for the conditional use,[1] Applicant nevertheless will provide comment demonstrating compliance with the general conditional use requirements.

1. *The proposed use is consistent with the purpose of the Part whereby it is permitted, the overall purpose of the zoning contained in Part 1, and the policies contained in the East Fallowfield Township Comprehensive Plan (1999).*

The Facility, its construction and its use as proposed is consistent with § 27-1733(2), which section permits the Facility as a conditional use and is consistent with the overall purpose of the Township Code.

2. *The proposed use will satisfy all of the relevant provisions and requirements of the Township Subdivision and Land Development Ordinance [Chapter 22] and any other applicable ordinance, code, and/or regulations.*

[1] *See Bray v. Zoning Board of Adjustment*, 48 Pa. Commw. 523 (1980).

The Facility, as proposed, will be in compliance with all relevant portions of the Township of East Fallowfield Code.

3. *The proposed use will be in the public interest and serve the health, safety, and general welfare of the Township.*

The proposed Facility will serve the interests of the Township, the convenience of the community, and the public welfare by making enhanced wireless telecommunications service available to the community, and by designing the Facility to accommodate additional providers. Additionally, the proposed Facility will be designed in accordance with all applicable safety and industry standards and will not endanger the safety of persons or property.

4. *The proposed use will be compatible with the nature of the existing character of the neighborhood.*

The addition of a telecommunications facility, a passive communications use, is a suitable and appropriate use of the Property. The use will not adversely affect the uses of adjacent and neighboring properties.

5. *The proposed site is suitable to support the proposed use in terms of protection of existing site conditions including streams, vegetation, and other natural resources, and is consistent with the natural resource protections standards of Part 14.*

As part of the construction of the proposed Facility, few trees will be removed to accommodate the needs of the Facility. To offset the removal of few surrounding trees, the Applicant proposes to place evergreen trees around the northern and southern compound boundaries of the Facility to accommodate and preserve the natural environment in the surrounding area.

6. *The proposed use will be consistent with good design principles, sound engineering and land development practices, and is in keeping with the character or any existing quality construction with the Township.*

The proposed Facility will be designed in accordance with all applicable safety and industry standards and will not endanger the safety of persons or property. Additionally, the proposed Facility will be designed to blend in with the natural environment surrounding the Facility by utilizing a galvanized finish and not lighting the Facility.

7. *The proposed site design will protect and preserve the natural environment based on thorough site analysis and evaluation related to topography, soils, vegetation, hydrology, visual quality, historic resources, and related site conditions and characteristics in accordance with § 22-505 of the Township Subdivision and Land Ordinance [Chapter 22] and § 27-1814 of this Chapter.*

The proposed Facility will pose no detrimental effect on the surrounding land and will largely preserve the natural environment surrounding the Facility. In addition, Applicant will be required to complete a comprehensive study required under the federal National Environmental Polices Act to show that the design, construction and use of the Facility will not have any adverse impact on natural and historic resources, and secure the approval of the Pennsylvania Historic and Museums Commission, as the local agency regulatory body which oversees the administration of the Act.

8. *The proposed use will provide safe and adequate access to roads, existing or proposed, and will not directly result in traffic volumes which will reduce the level of service below a "C' rating as defined by the Transportation Research Board in the Highway Capacity Manual, Special Report 209, 1985. Roadway access design shall be based on existing design speed characteristics of the road from which access is proposed, but in addition, hall account for inherent unsafe conditions of the existing roadway.*

As shown in the Plan accompanying this Application, the Facility will be accessed by a single use, low impact driveway that will generate on average less than 6 trips per month onto the local road. As such, the Facility will not adversely affect transportation or unduly burden public facilities.

9. *Where applicable, the proposed use will provide the screening and landscaping as required in this Chapter and the Township Subdivision and Land Development Ordinance [Chapter 22].*

As demonstrated in the Plan accompanying this Application, proposed with the Facility is an evergreen landscape buffer to surround the Facility and ensure the Facility blends with the surrounding natural environment.

10. *The proposed use, as depicted in the plans for the subdivision and/or land development, includes proposals for landscaping, in addition to that required as stated above, in areas such as the entrance, along property boundaries, in areas which are highly visible, such as along roads, walks, or trails.*

The proposed evergreen landscape buffer and screen fencing will surround the Facility to conceal the equipment within the compound.

11. *The proposed use will provide for adequate off-street parking and loading in accordance with § 27-1806.*

Two parking spots for the Facility are proposed to serve the Facility, which will be more than sufficient for the infrequent maintenance visits.

12. *Applicants shall demonstrate that proposed signage will comply with Part 16.*

The signage at the proposed Facility, as demonstrated in the site plans accompanying this Application, is in compliance with Part 16 of the Ordinance.

13. The proposed use will comply with the performance standards as given in § 27-1810.

The surrounding neighborhood will not be subjected to objectionable noise, lighting, glare, heat, ventilation, smoke, fumes, vapors, dust, dirt, gases or radioactive or electrical disturbances by the proposed Facility. As such, the Facility will comply with all performance standards within § 27-1810.

14. The environmental impact assessment (EIA) report shall be submitted for any proposed use which is made subject to the provisions of § 27-1814.

Pursuant to the requirements of § 27-1814, the Applicant will present testimony and supporting letter report at the time of the hearing to comply with the spirit and intent of Section 27-1814, considering the low-impact nature of the project. As a condition of any approval that the Board may grant, Applicant is also willing to submit its full NEPA report along with its building permit application, which report provides extensive review of any potential adverse impacts to natural, environmental and historic resources located on the Property.

15. The proposed use will be developed using effective and adequate stormwater management techniques, and soil erosion and sedimentation control techniques.

Applicant avers that the development of the proposed Facility will not trigger the need for stormwater management or E&S control measures. Nevertheless, Applicant is willing to address such measures if required by the Township Engineer during the construction phase of the project.

16. Applicants for a proposed use shall demonstrate preservation of prime agricultural soils as given by § 27-1402.8 of this Chapter.

The proposed Facility will not disturb any prime agricultural soils pursuant to § 27-1402.8.

17. The applicant shall provide evidence of feasibility of any and all proposed sewage disposal systems.

The proposed Facility does not require sewage disposal or sanitary facilities.

18. The applicant shall demonstrate an adequate water supply for consumptive use as to quantity, chemistry, and biological content of such water.

The proposed Facility does not require water for consumptive use.

19. The applicant shall demonstrate adequate water supply for fire protection as to quantity and pressure.

As will be described by testimony at the time of the hearing, the proposed Facility has adequate protections in place to facilitate fire protection. For all of the reasons stated above,

Applicant requests the above referenced relief and any other relief the Board of Supervisors deems necessary.

Detailed plans of the proposed use have been submitted to the Township, to be incorporated by reference herein, for consideration before the Board of Supervisors.

Respectfully submitted,

REGER RIZZO & DARNALL, LLP

Date: October 7, 2026

By: _____
Christopher H. Schubert, Esquire
Attorneys for Applicant Cellco Partnership,
d/b/a Verizon Wireless

ADDENDUM "B"
Property Owner List

(Within 1,000 feet of Subject Property – 6 Ims Drive, East Fallowfield, PA)
TMP No. 47-4-68.2

Parcel No.:	Property Address:	Owner:	Owner Address:
47-4-2.550t	90 Horizon Dr, Coatesville, PA 19320	Paul & Darlene Hughes	90 Horizon Dr, Coatesville, PA 19320
47-4-62	450 Doe Run Rd, Coatesville, PA 19320	A Safe Self Storage, LLC	3485 Conestoga Rd, Glenmoore, PA 19343
47-4-62.2	460 Doe Run Rd, Coatesville, PA 19320	A Safe Self Storage, LLC	3485 Conestoga Rd, Glenmoore, PA 19343
47-4-6	Doe Run Rd, East Fallowfield, PA 19320	Lee A. Jones	1113 Leboeuf Trail Rd, Titusville, PA 16354
47-4-67	446 Doe Run Rd, Coatesville, PA 19320	Ernest L. & Dora L. Yates	190 Mount Carmel Rd, Coatesville, PA 19320
47-4-67.1	430 Doe Run Rd, Coatesville, PA 19320	Frank L. Smith	1500 Delong Dr, Downingtown, PA 19335
47-4-67.1au	Doe Run Rd, East Fallowfield, PA 19320	Phila Electric Co	2301 Market St, c/o Real Estate & Facilities N3-3, Philadelphia, PA 19103-1380
47-4-67.2	85 Horizon Dr, Coatesville, PA 19320	Darlene A. Hughes	90 Horizon Dr, Coatesville, PA 19320
47-4-67.2a0	440 Doe Run Rd, Coatesville, PA 19320	Patricia Ann Gilmore	440 Doe Run Rd, Coatesville, PA 19320
47-4-68	10 Ims Dr, Coatesville, PA 19320	Allen Myers	1805 Berks Rd, Worcester, PA 19490
47-4-68.1	250 Strode Ave, Coatesville, PA 19320	Isg Plate, Inc.	C/o Arcelormittal Plate LLC, 3210 Watling St, East Chicago, IN 46312
47-4-69	Doe Run Rd, Coatesville, PA 19320	Phila Electric Co	2301 Market St, c/o Real Estate & Facilities N3-3, Philadelphia, PA 19103-1380
47-4-69u	Doe Run Rd, Coatesville, PA 19320	Phila Electric Co	2301 Market St, c/o Real Estate & Facilities N3-3, Philadelphia, PA 19103-1380
47-4-70	380 Doe Run Rd, Coatesville, PA 19320	A-n-d Properties, LLC	380 Doe Run Rd, Coatesville, PA 19320
47-4-70.10u	Doe Run Rd, East Fallowfield, PA 19320	Phila Electric Co	2301 Market St, c/o Real Estate & Facilities N3-3, Philadelphia, PA 19103-1380
47-4-91.1	Doe Run Rd, East Fallowfield, PA 19320	Joseph & Richard Diefenderfer	415 Doe Run Rd, Coatesville, PA 19320
47-4-91.3	415 Doe Run Rd, Coatesville, PA 19320	Joseph & Richard Diefenderfer	415 Doe Run Rd, Coatesville, PA 19320
47-4-599e	Doe Run Rd, Coatesville, PA 19320	East Fallowfield Township	2264 Strasburg Rd, Coatesville, PA 19320

CELLCO PARTNERSHIP
d/b/a

verizon
WIRELESS

SITE NAME:

PHI MODENA

SITE ADDRESS:

6 IMS DRIVE
COATESVILLE, PA 19320

11"X17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SHEET INDEX

SHEET NO.	SHEET TITLE
Z1	TITLE SHEET
Z2	SITE PLAN AND BULK REQUIREMENTS
Z3	DETAILED SITE PLAN
Z4	LANDSCAPING PLAN & DETAILS
Z5	ELEVATION
Z6	DETAILS
Z7	DETAILS
Z8	DETAILS

Pennsylvania 811
A privately funded non-profit Pennsylvania Corporation

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

FLOOD ZONE COMPLIANCE:
THIS PROPERTY IS NOT LOCATED WITHIN A SFHA.

PROJECT ID: 17344641
LOCATION CODE: 706573

APPROVALS

		APPROVED	APPROVED AS NOTED	DISAPPROVED REVISE
BOARD CHAIR:	DATE			
BOARD SECRETARY:	DATE			
ZONING OFFICER:	DATE			
BOARD SOLICITOR:	DATE			

KEY MAP



NO SCALE

SITE INFORMATION

PROPERTY OWNER: CENTRAL CHESTER COUNTY RECYCLING AUTHORITY
OWNER ADDRESS: 420 DOE RUN RD
EAST FALLOWFIELD, PA 19320

PARCEL #: 47-4-68.2
ZONE: O-I

SITE COORDINATES (NAD83):
SITE: 39°57'52.8301"N, 75°50'30.3118"W
GROUND ELEVATION: 580'± (NAVD88)

PROJECT DIRECTORY

APPLICANT: VERIZON WIRELESS
ONE VERIZON WAY
BASKING RIDGE, NJ 07920

PROJECT MANAGER:
JOHN SZILEZY
JOHN.SZILEZY@VERIZONWIRELESS.COM

ENGINEER OF RECORD:
COLLEEN CONNOLLY, P.E.
(973) 269-1159

ATTORNEY:
RICHARD M. WILLIAMS, ESQ.
HOURIGAN, KLUGER & QUINN, P.C.
600 THIRD AVE
KINGSTON, PA 18704
(570) 287-3000

SCOPE OF WORK

THE INSTALLATION OF AN UNMANNED TELECOMMUNICATION FACILITY INCLUDING (12) PANEL ANTENNA(S) AND (6) RRH UNIT(S) ATTACHED TO A PROPOSED 145'-0" MONOPOLE, ALONG WITH ASSOCIATED EQUIPMENT CABINETS WITHIN A PROPOSED FENCED COMPOUND AT GRADE

INSTALLATION OF PROPOSED ANTENNA(S) = 12
INSTALLATION OF PROPOSED EQUIPMENT CABINET(S) = 3
INSTALLATION OF PROPOSED GENERATOR = 1

LOCATION MAP



NO SCALE

CELLCO PARTNERSHIP
d/b/a

verizon
WIRELESS

ONE VERIZON WAY
BASKING RIDGE, NJ 07920

SDG
SCHERER DESIGN GROUP

100 Corporate Drive
Suite 202
Lebanon, NJ 08833
908.323.2513 Fax 908.323.2525

COLLEEN CONNOLLY
PA PROFESSIONAL ENGINEER #PE081387

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SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	06/22/26	ISSUED FOR ZONING	EB

ZONING DOCUMENTS

SITE NAME:
PHI MODENA

SITE ADDRESS:
6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47-4-68.2
ZONE: O-I

SDG PROJECT #: 24VPA007

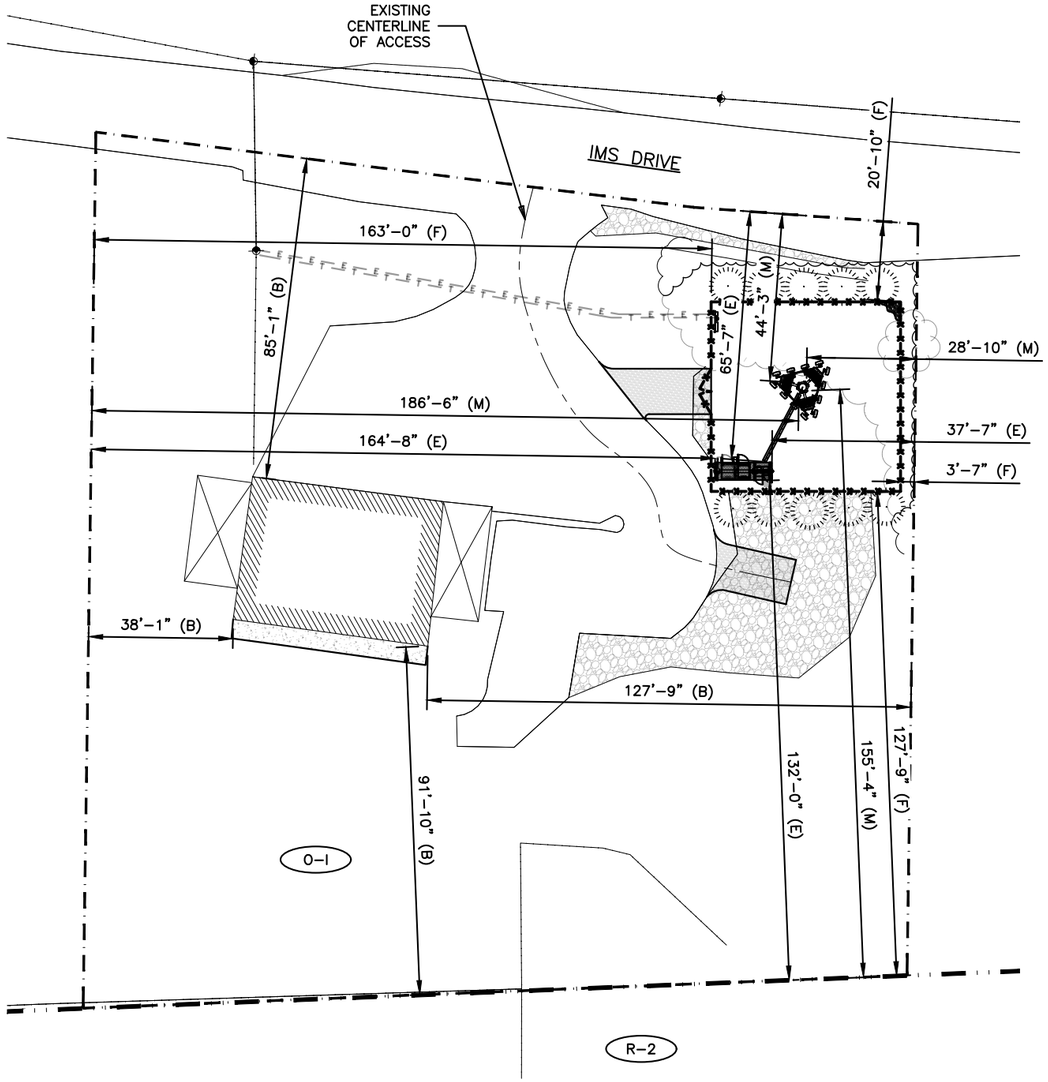
SCALE: AS NOTED	DATE: 06/16/26
DRAWN BY:	CHECKED BY:
TAS	KB

DRAWING TITLE

TITLE SHEET

SHEET NUMBER

Z1



ZONE BULK REQUIREMENTS	BULK LOT AND YARD EAST FALLOWFIELD TOWNSHIP		
ZONING DISTRICT O-I	REQUIREMENT	EXISTING	PROPOSED
MIN. LOT AREA	1 ACRE	1.07 ACRE	NO CHANGE
MIN. LOT WIDTH	125'-0" (STREET) 150'-0" (BUILDING)	218'-4" (STREET)	NO CHANGE
FRONT YARD SETBACK	50'-0"	85'-1" (B)	20'-10" (F)**
EACH SIDE YARD SETBACK	25'-0"	38'-1" (B)	3'-7" (F)**
TOTAL SIDE YARD STEBACK	50'-0"	165'-10" (B)	166'-7" (F)
REAR YARD SETBACK (ABUTTING RESIDENTIAL ZONE R-1)	50'-0"	91'-10" (B)	127'-9" (F)
MAX. HEIGHT	3 STORIES, 35'-0"	1 STORY	NO CHANGE
MAX. BUILDING COVERAGE	35%	5.9%	NO CHANGE
MAX. LOT COVERAGE	50%	25.9%	31.3%

TELECOMMUNICATIONS TOWER REQUIREMENTS (§720)			
REGULATION	REQUIREMENT	EXISTING	PROPOSED
MAX. TOWER HEIGHT	150'-0"***	N/A	145'-0" (M)
EQUIPMENT AREA (CABLE BRIDGE)	600 S.F.	N/A	70 S.F. (E)
SIDE YARD SETBACK	25'-0"	N/A	37'-7" (E)
EQUIPMENT MAX HEIGHT	8'-0"	N/A	7'-7" (E)
LANDSCAPE BUFFER	6'-0" EVERGREENS, 10'-0" ON CENTER, MIN. 15'-0" AT MATURITY	N/A	6'-0" EVERGREENS, 10'-0" ON CENTER, MIN. 15'-0" AT MATURITY
TOWER SETBACK FROM PROPERTY LINE	HEIGHT EQUAL TO TOWER HEIGHT (150'-0")	N/A	28'-10" (M)**
SECURITY FENCE	REQUIRED	N/A	8'-0" TALL CHAINLINK FENCE
PARKING (FULLY AUTOMATED UNMANNED FACILITY)	(1) TECHNICIAN PARKING AREA	N/A	(2) TECHNICIAN PARKING AREA
VISUAL APPEARANCE	GALVANIZED	N/A	GALVANIZED

(B) = EXISTING BUILDING
(M) = PROPOSED MONOPOLE
(E) = PROPOSED EQUIPMENT
(F) = PROPOSED COMPOUND FENCE
* = EXISTING NON-CONFORMITY
** = VARIANCE REQUIRED
*** = CONSENT OF BOS

LEGEND	
ZONE DESIGNATION	
PROPERTY LINE	
ZONE BOUNDARY LINE	
ADJACENT PROPERTY LINE	

LEGEND	
ZONE	DESCRIPTION
O-1	OFFICE-INDUSTRIAL
R-1	LOW DENSITY RESIDENTIAL
R-2	MEDIUM DENSITY RESIDENTIAL

CELLCO PARTNERSHIP
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verizon
WIRELESS
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SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	06/22/26	ISSUED FOR ZONING	EB

ZONING DOCUMENTS

SITE NAME:
PHI MODENA

SITE ADDRESS:
6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47-4-68.2
ZONE: O-I

SDG PROJECT #: 24VPA007

SCALE: AS NOTED	DATE: 06/16/26
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TAS	KB

DRAWING TITLE

SITE PLAN & BULK REQUIREMENTS

SHEET NUMBER

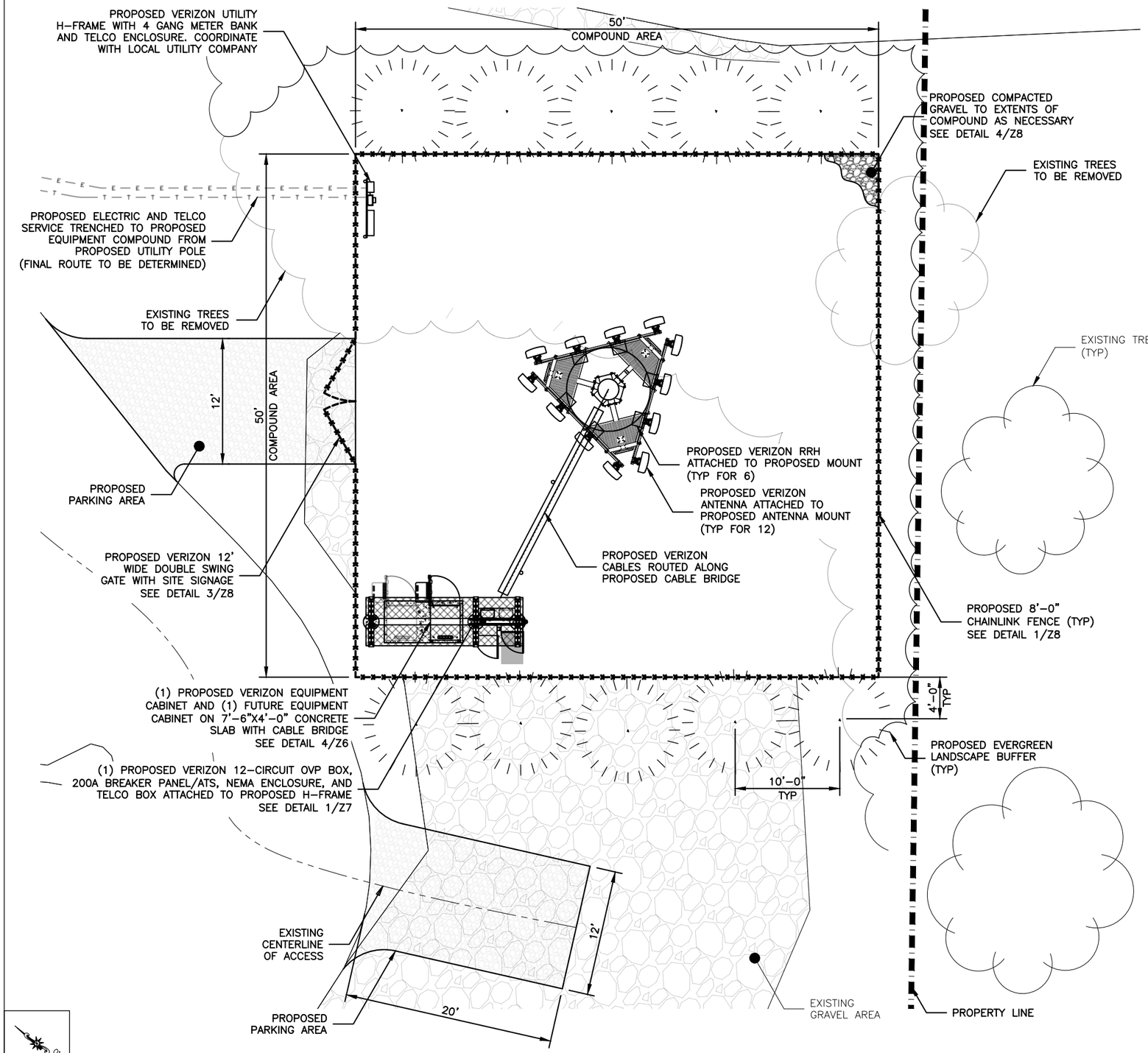
Z2

1

SITE PLAN

11x17 SCALE: 1"= 40'-0" | 22x34 SCALE: 1" = 20'-0"

0 10' 20' 40' 60'



1. THE PROPOSED USE OF THE DEVELOPMENT IS FOR AN UNMANNED WIRELESS COMMUNICATION FACILITY, THE FACILITY WILL NOT BE STAFFED FULL TIME. IT WILL BE VISITED FOR MAINTENANCE APPROXIMATELY ONCE PER MONTH. THERE IS TWO PARKING SPOTS FOR THE TECHNICIAN NEXT TO THE COMPOUND.
2. ACCESS TO THE SITE WILL BE VIA AN EXISTING PARKING LOT OFF OF IMS DRIVE.
3. SANITARY AND WATER FACILITIES ARE NOT REQUIRED. ELECTRIC AND TELEPHONE ARE THE ONLY UTILITIES THAT ARE REQUIRED. UTILITIES WILL BE PROVIDED FROM EXISTING SERVICES IN THE AREA. BACKHAUL TO BE PROVIDED BY VERIZON COMMUNICATIONS.
4. THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES AND MEET ALL CURRENT UTILITY COMPANY REQUIREMENTS AND SPECIFICATIONS.
5. WATER COURSES OR FLOOD PLAINS WILL NOT BE AFFECTED BY THIS PROPOSAL.
6. EXISTING DRAINAGE PATTERNS WILL NOT BE AFFECTED BY THIS PROPOSAL.
7. PROPOSED FACILITY WILL BE MONITORED 24 HOURS A DAY, 7 DAYS A WEEK FROM A REMOTE LOCATION.
8. TRASH DISPOSAL IS NOT REQUIRED IN CONNECTION WITH THE PROPOSED INSTALLATION.
9. THE CONTRACTOR SHALL ABIDE BY ALL CURRENT LOCAL, STATE, AND NATIONAL CODES THAT ARE APPLICABLE.
10. COMMERCIAL SIGNS WILL NOT BE DISPLAYED AT THE PROPOSED FACILITY.
11. TOWER LIGHTING PER FAA IS PENDING STUDY.
12. THE EMERGENCY BACKUP GENERATOR IS PROPOSED TO POWER THE EQUIPMENT IN THE EVENT OF AN OUTAGE. THE GENERATOR WILL RUN FOR ROUTINE MAINTENANCE APPROXIMATELY ONCE PER MONTH DURING NORMAL BUSINESS HOURS UNLESS IN THE EVENT OF AN OUTAGE. THE GENERATOR WILL OPERATE AT 65.7 DB AS MEASURED FROM 23'.

2 **SITE PLAN NOTES**

11x17 SCALE: NTS | 22x34 SCALE: NTS

CELLCO PARTNERSHIP
d/b/a

verizon WIRELESS

ONE VERIZON WAY
BASKING RIDGE, NJ 07920

SDG SCHERER DESIGN GROUP

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Suite 202
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REV	DATE	DESCRIPTION	BY
0	06/22/26	ISSUED FOR ZONING	EB

ZONING DOCUMENTS

SITE NAME:
PHI MODENA

SITE ADDRESS:
6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47-4-68.2
ZONE: O-I

SDG PROJECT #: 24VPA007

SCALE: AS NOTED	DATE: 06/16/26
DRAWN BY:	CHECKED BY:
TAS	KB

DRAWING TITLE

DETAILED SITE PLAN

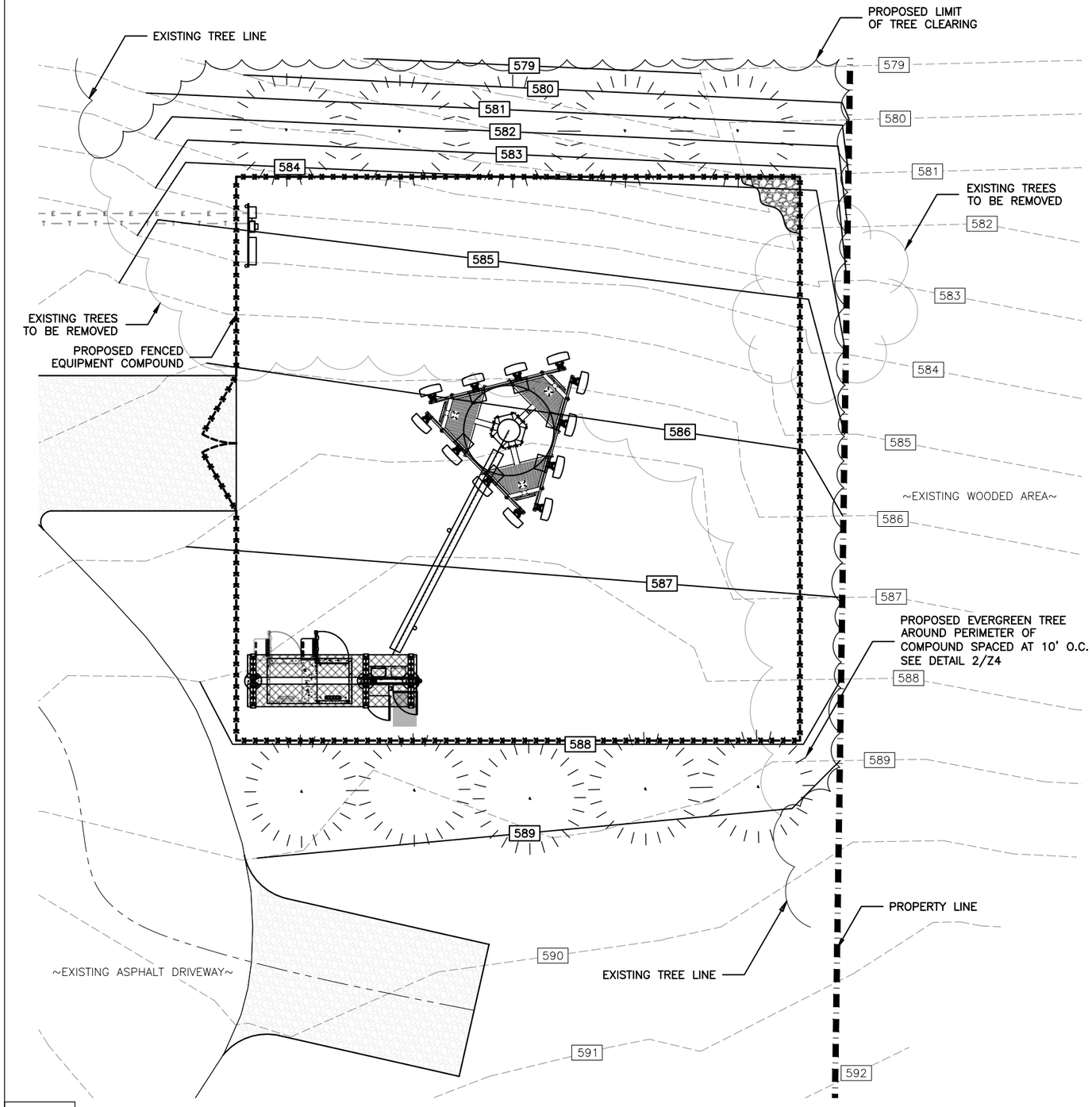
SHEET NUMBER

Z3

1 **DETAILED SITE PLAN**

11x17 SCALE: 3/32"= 1'-0" | 22x34 SCALE: 3/16" = 1'-0"

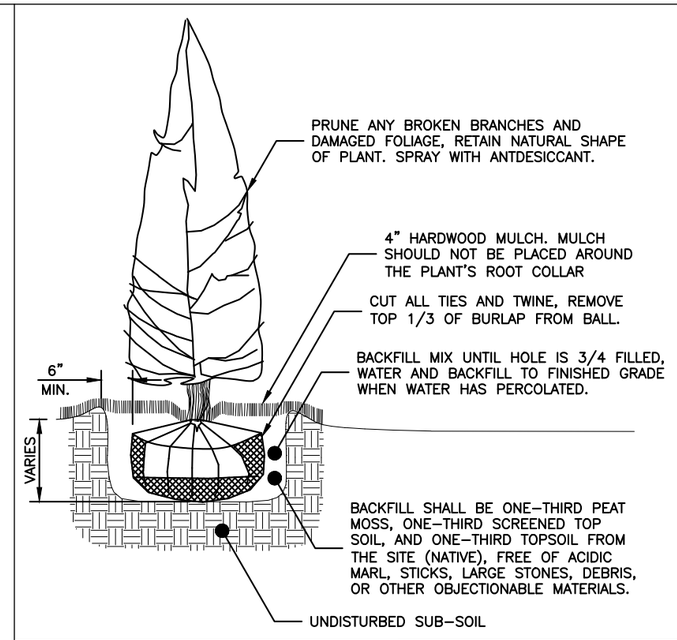
0 2' 4' 8' 16'



1 — **LANDSCAPING PLAN**

11x17 SCALE: 3/32"= 1'–0" | 22x34 SCALE: 3/16" = 1'–0"

0 2' 4' 8' 16'



2 — **PLANTING DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS

CELLCO PARTNERSHIP
d/b/a
verizon
WIRELESS

ONE VERIZON WAY
BASKING RIDGE, NJ 07920

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SCHERER DESIGN GROUP
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Lebanon, NJ 08833
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SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	06/22/26	ISSUED FOR ZONING	EB

ZONING DOCUMENTS

SITE NAME:
PHI MODENA

SITE ADDRESS:
6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47–4–68.2
ZONE: O–I

SDG PROJECT #: 24VPA007

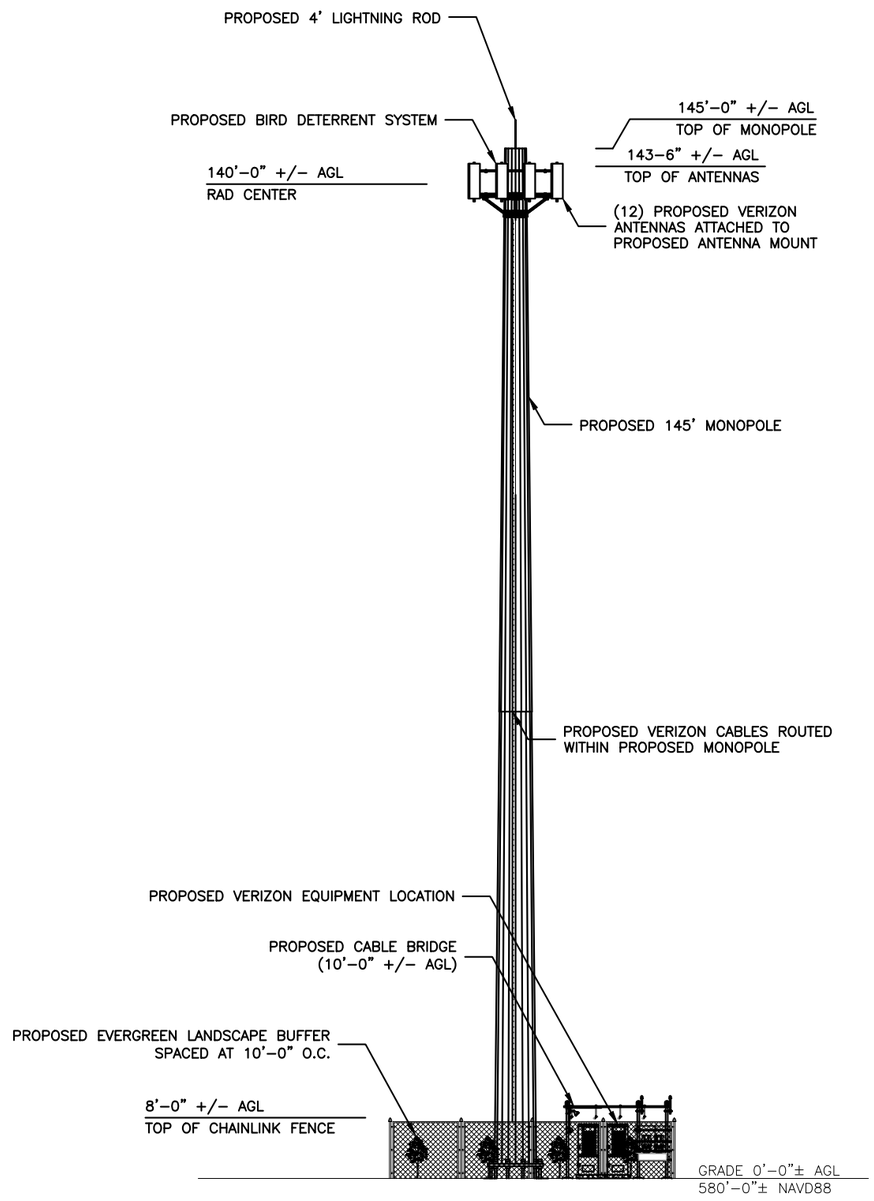
SCALE: AS NOTED	DATE: 06/16/26
DRAWN BY:	CHECKED BY:
TAS	KB

DRAWING TITLE

LANDSCAPING PLAN & DETAILS

SHEET NUMBER

Z4



1 | **ELEVATION**

11x17 SCALE: 3/32"= 1'-0" | 22x34 SCALE: 3/16" = 1'-0"

0 2' 4' 8' 16'

CELLCO PARTNERSHIP
d/b/a

verizon WIRELESS

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COLLEEN CONNOLLY
PA PROFESSIONAL ENGINEER #PE081387

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SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	06/22/26	ISSUED FOR ZONING	EB

ZONING DOCUMENTS

SITE NAME:
PHI MODENA

SITE ADDRESS:
6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47-4-68.2
ZONE: O-I

SDG PROJECT #: 24VPA007

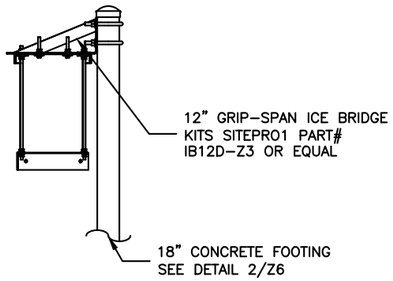
SCALE: AS NOTED	DATE: 06/16/26
DRAWN BY:	CHECKED BY:
TAS	KB

DRAWING TITLE

ELEVATION

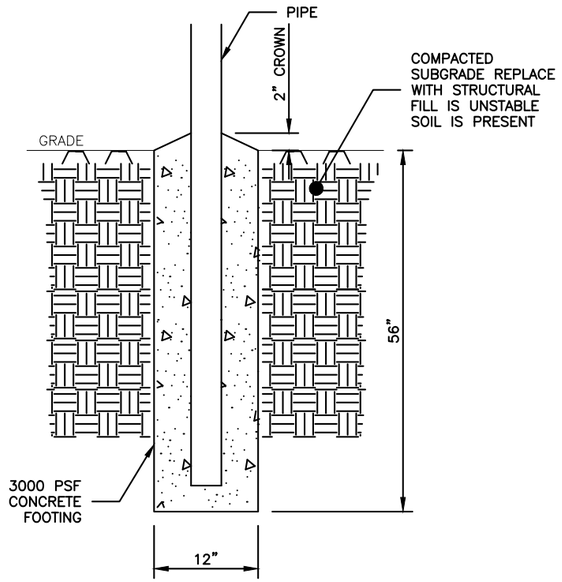
SHEET NUMBER

Z5



1 **CABLE BRIDGE SUPPORT DETAIL**

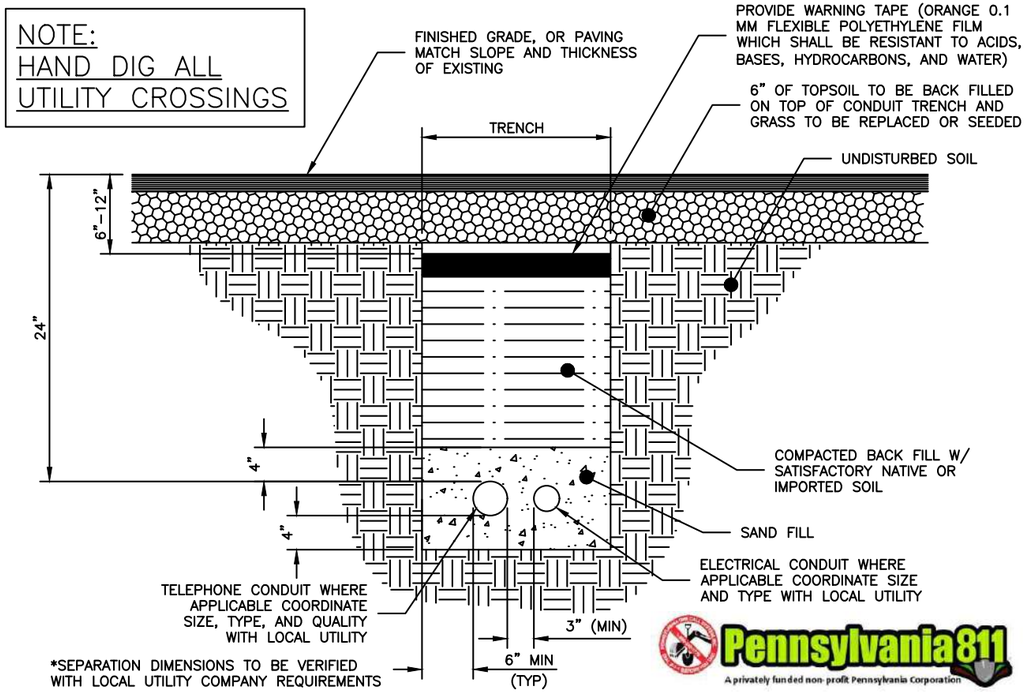
11x17 SCALE: NTS | 22x34 SCALE: NTS



2 **FOOTING DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS

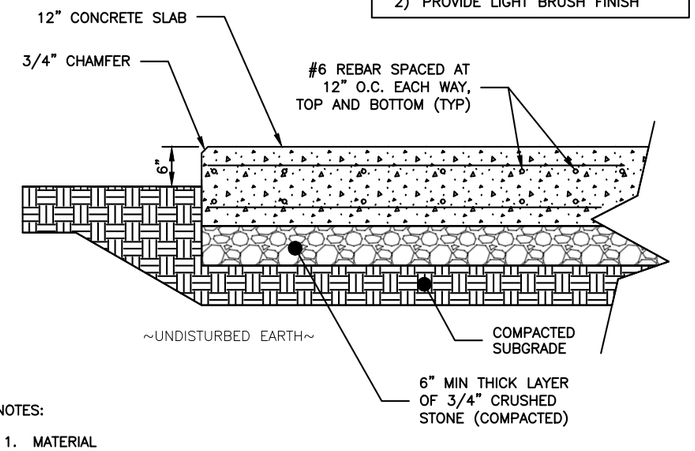
NOTE:
HAND DIG ALL UTILITY CROSSINGS



3 **TRENCH DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS

NOTES:
1) ALL EDGES SHALL BE CHAMFERED
2) PROVIDE LIGHT BRUSH FINISH



NOTES:

1. MATERIAL

   1.1 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

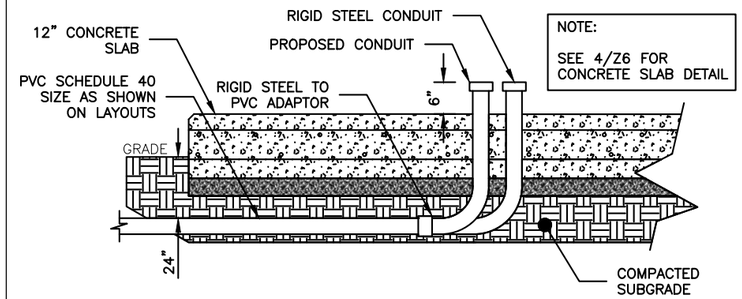
   1.2 REINFORCEMENT BARS SHALL CONFORM TO ASTM-A65 GRADE 60 SPECIFICATIONS AND BE DETAILED IN ACCORDANCE WITH ACI-318

2. TOLERANCES

   2.1 ALL DIMENSIONS ARE SPECIFIED IN INCHES UNLESS OTHERWISE NOTED.

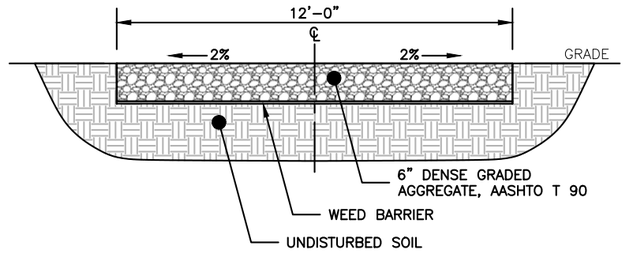
4 **TYPICAL CONCRETE SLAB DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS



5 **TYPICAL STUB-UP DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS



6 **GRAVEL DRIVEWAY DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS

CELLCO PARTNERSHIP
d/b/a
verizon WIRELESS
ONE VERIZON WAY
BASKING RIDGE, NJ 07920

SDG SCHERER DESIGN GROUP
100 Corporate Drive
Suite 202
Lebanon, NJ 08833
908.323.2513 Fax 908.323.2525

COLLEEN CONNOLLY
PA PROFESSIONAL ENGINEER #PE081387

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SUBMITTALS

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ZONING DOCUMENTS

SITE NAME:
PHI MODENA

SITE ADDRESS:
6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47-4-68.2
ZONE: O-I

SDG PROJECT #: 24VPA007

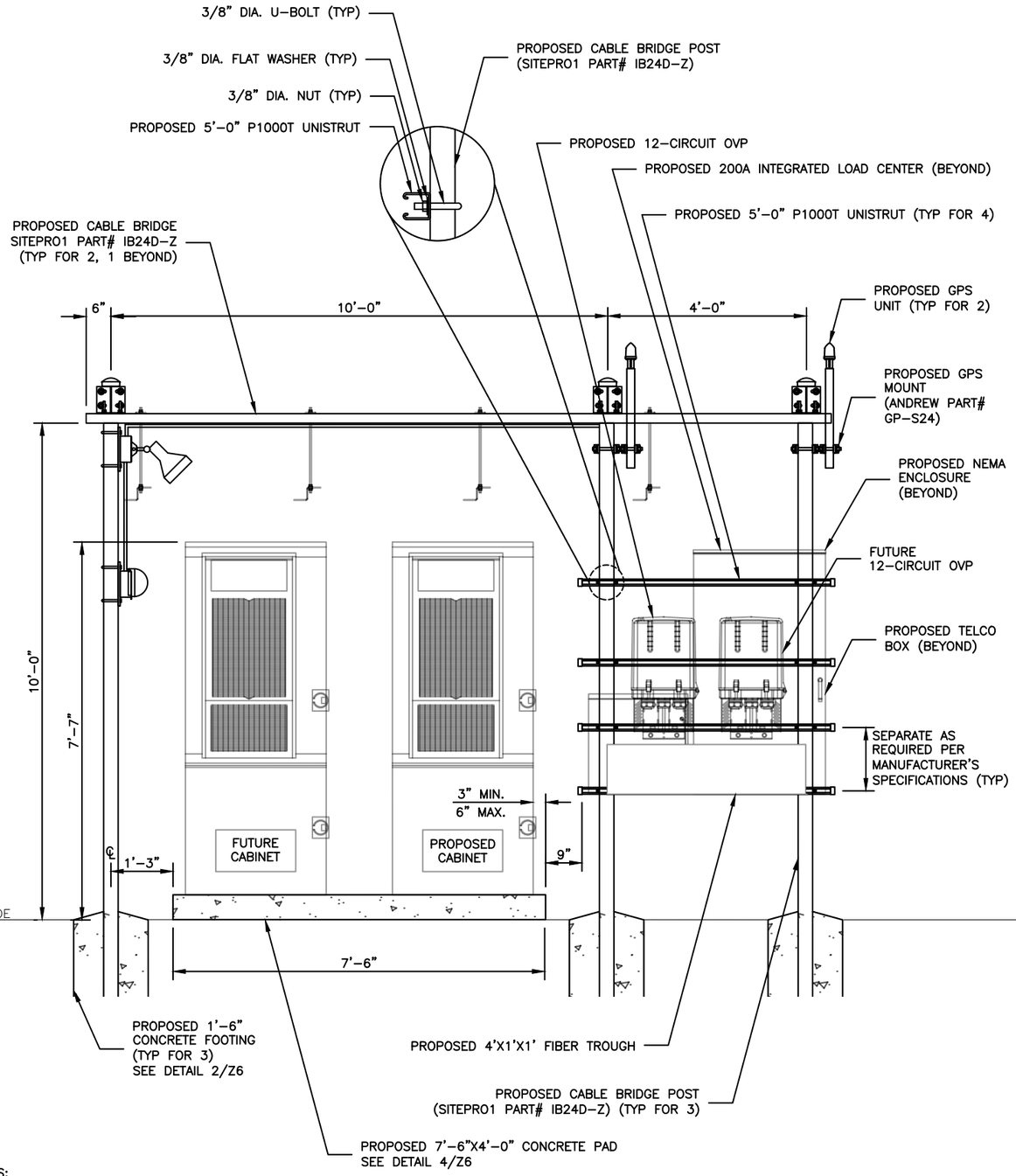
SCALE: AS NOTED	DATE: 06/16/26
DRAWN BY:	CHECKED BY:
TAS	KB

DRAWING TITLE

DETAILS

SHEET NUMBER

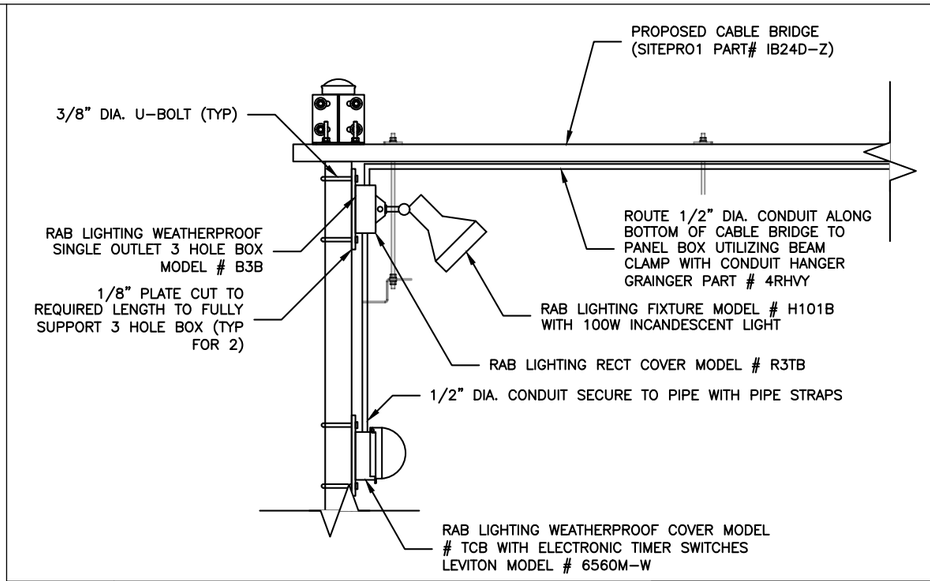
Z6



NOTES:

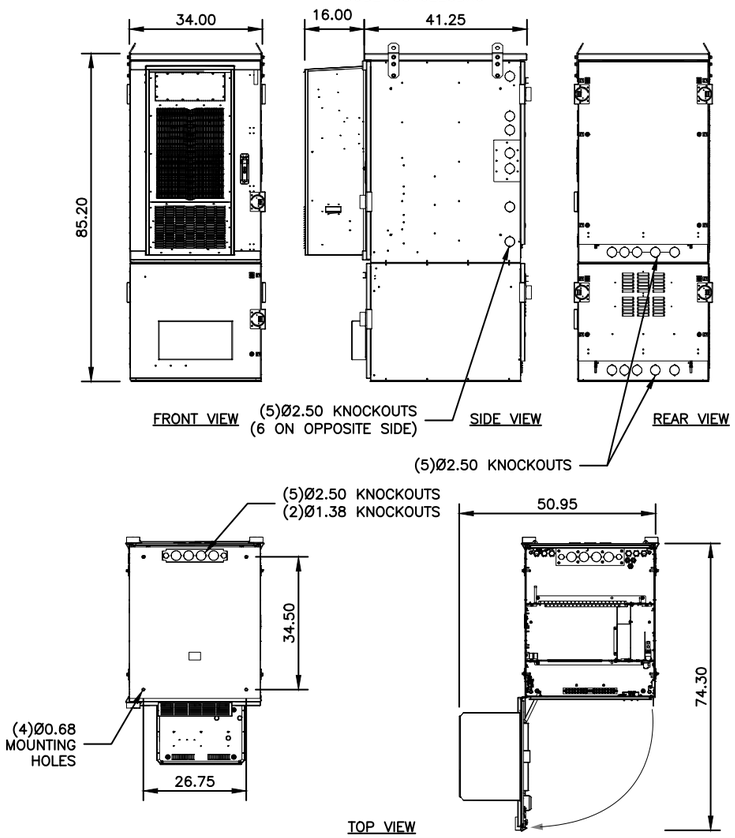
1. ALL EXPOSED UNISTRUT ENDS TO BE CAPPED WITH UNISTRUT CAP (MODEL #P2860-10).
2. EQUIPMENT SHOWN TRANSPARENT FOR CLARITY.
3. ONLY 1-5/8" UNISTRUT TO BE USED FOR RACK CONSTRUCTION.

1	EQUIPMENT MOUNTING DETAIL	0 1' 2' 4'
11x17 SCALE: 3/8"= 1'-0"	22x34 SCALE: 3/4" = 1'-0"	



2	WORK LIGHT DETAIL
11x17 SCALE: NTS	22x34 SCALE: NTS

CHARLES UNIVERSAL BRAODBAND ENCLSOURE
CUBE-SS4C228BN3



3	CHARLES UNIVERSAL BROADBAND ENCLOSURE
11x17 SCALE: NTS	22x34 SCALE: NTS

CELLCO PARTNERSHIP
d/b/a
verizon WIRELESS
ONE VERIZON WAY
BASKING RIDGE, NJ 07920

SDG SCHERER DESIGN GROUP
100 Corporate Drive
Suite 202
Lebanon, NJ 08833
908.323.2513 Fax 908.323.2525

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SITE NAME:
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SITE ADDRESS:
6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47-4-68.2
ZONE: O-I

SDG PROJECT #: 24VPA007

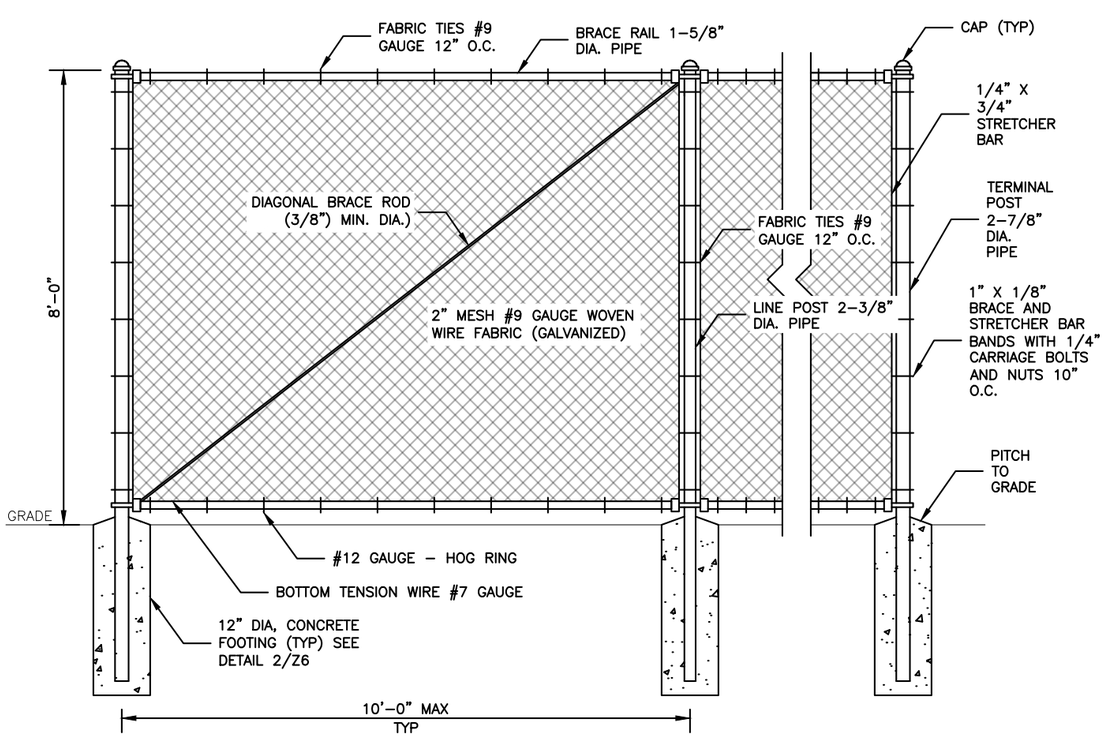
SCALE: AS NOTED	DATE: 06/16/26
DRAWN BY:	CHECKED BY:
TAS	KB

DRAWING TITLE

DETAILS

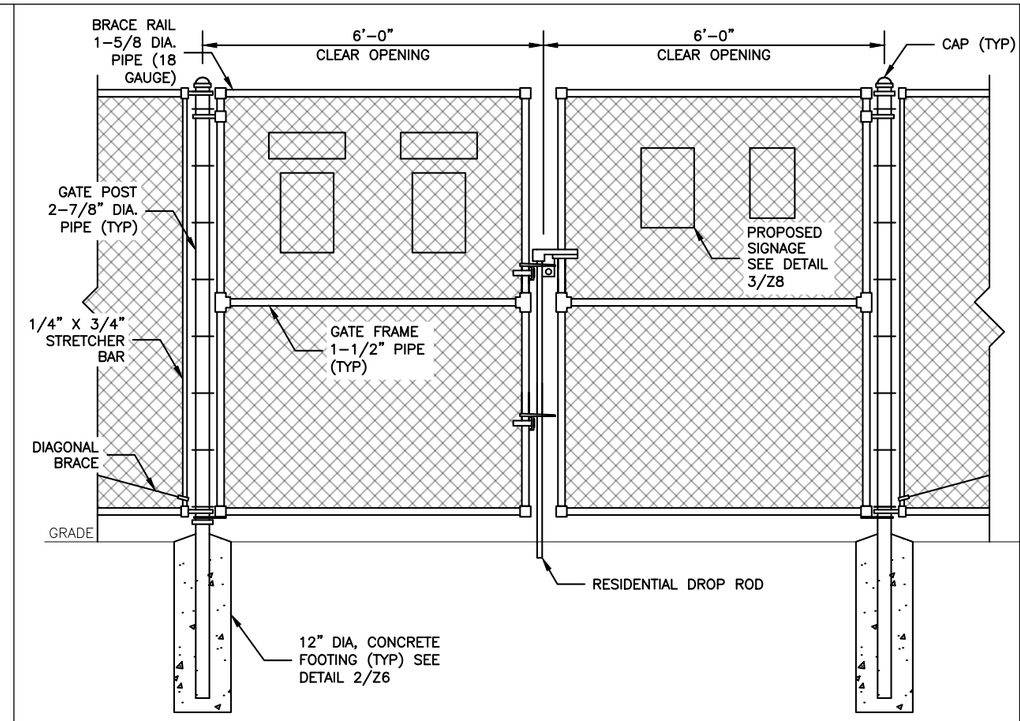
SHEET NUMBER

Z7



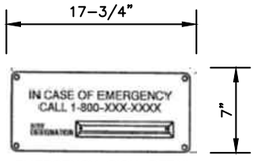
1 **CHAINLINK FENCE DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS



2 **DUAL GATE DETAIL**

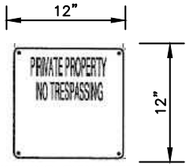
11x17 SCALE: NTS | 22x34 SCALE: NTS



EMERGENCY SIGN DETAIL
SIGN "A"

NOTES:

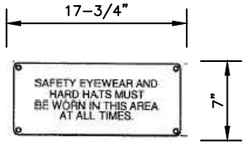
1. SIGN SHALL BE MOUNTED ON EXTERIOR SIDE OF FENCE.
2. MOUNTING HEIGHT TO BE 5 FEET ABOVE GRADE.



WARNING SIGN DETAIL
SIGN "C"

NOTE:

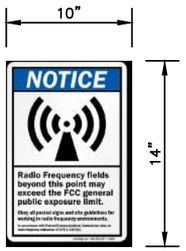
1. SIGN SHALL BE MOUNTED ON EXTERIOR OF GATE.



SAFETY SIGN DETAIL
SIGN "B"

NOTES:

1. SIGN SHALL BE MOUNTED ON EXTERIOR SIDE OF FENCE.
2. MOUNTING HEIGHT TO BE 5 FEET ABOVE GRADE.



ANSI NOTICE SIGN DETAIL
SIGN "D"

NOTE:

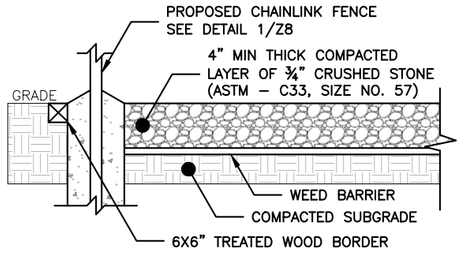
1. SIGN SHALL BE MOUNTED ON EXTERIOR OF GATE.



VERIZON SITE
ACCESS SIGN

3 **SIGNAGE DETAILS**

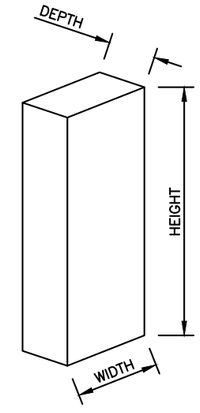
11x17 SCALE: NTS | 22x34 SCALE: NTS



4 **GRAVEL DETAIL**

11x17 SCALE: NTS | 22x34 SCALE: NTS

COMMSCOPE	**NHH-65C-R2B**
WEIGHT	51.588 lbs (WITHOUT BRACKETS)
DIMENSIONS (HxWxD)	96.0"x11.9"x7.1"
AREA	7.9 SQ.FT.
SAMSUNG	**MT6413-77A**
WEIGHT	57.3 lbs (WITHOUT BRACKETS)
DIMENSIONS (HxWxD)	28.9"x15.8"x5.5"
AREA	3.2 SQ.FT.



5 **ANTENNA SPECIFICATION(S)**

11x17 SCALE: NTS | 22x34 SCALE: NTS

CELLCO PARTNERSHIP
d/b/a

verizon
WIRELESS

ONE VERIZON WAY
BASKING RIDGE, NJ 07920

SDG
SCHERER DESIGN GROUP

100 Corporate Drive
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Lebanon, NJ 08833
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6 IMS DRIVE
COATESVILLE, PA 19320

PARCEL ID: 47-4-68.2
ZONE: O-I

SDG PROJECT #: 24VPA007

SCALE: AS NOTED	DATE: 06/16/26
DRAWN BY:	CHECKED BY:
TAS	KB

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQQA472	0009790961
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
02-17-2022	02-17-2022	11-29-2036	02-18-2022

Market Number	Channel Block	Sub-Market Designator
BEA012	C	8

Market Name
Philadelphia-Wilmington-Atl. C

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQQA472 **File Number:** 0009790961 **Print Date:** 02-18-2022

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AIRTOUCH CELLULAR

ATTN: REGULATORY
AIRTOUCH CELLULAR
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
KNLH201	0007717095
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0006146468

Grant Date	Effective Date	Expiration Date	Print Date
06-02-2017	06-02-2017	06-27-2027	06-06-2017

Market Number	Channel Block	Sub-Market Designator
BTA346	F	0

Market Name
Philadelphia, PA-Wilmington, D

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
05-30-2004			

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

Special Condition for AU/name change (6/4/2016): Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Reference Copy

Licensee Name: AIRTOUCH CELLULAR

Call Sign: KNLH201 **File Number:** 0007717095 **Print Date:** 06-06-2017

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQJQ689	
Radio Service	
WU - 700 MHz Upper Band (Block C)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
09-11-2019	07-15-2020	06-13-2029	

Market Number	Channel Block	Sub-Market Designator
REA001	C	0

Market Name
Northeast

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-13-2013	06-13-2019		

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQJQ689 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
KNLH443	0007716982
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
06-02-2017	06-02-2017	06-27-2027	06-06-2017

Market Number	Channel Block	Sub-Market Designator
BTA346	E	0

Market Name
Philadelphia, PA-Wilmington, D

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-27-2002			

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNLH443 **File Number:** 0007716982 **Print Date:** 06-06-2017

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQGA908	0009773328
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
12-21-2021	12-21-2021	11-29-2036	12-21-2021

Market Number	Channel Block	Sub-Market Designator
BEA012	B	7

Market Name
Philadelphia-Wilmington-Atl. C

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGA908 **File Number:** 0009773328 **Print Date:** 12-21-2021

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

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Fairview Village, PA 19409
Phone: 610.304.2024
www.dBmEng.com

September 14, 2026
John Szilezy
Verizon Wireless
512 East Township Line Road
Blue Bell, PA 19422

Subject: **Radio Frequency Design Analysis**
"PHI MODENA"
6 IMS DRIVE
COATESVILLE, PA
Latitude: 39.964675° N
Longitude: 75.841753° W

Mr. Szilezy:

I have received and executed the request that I perform an independent evaluation and design review for the Verizon Wireless telecommunications facility proposed at the above referenced address. The intention of this study is to provide an objective, professional opinion regarding the proposed facilities from a Radio Frequency design perspective. Specifically, how the site complements the existing network and what service objectives it fulfills. As a registered Professional Engineer, I am bound by a code of ethics to hold paramount the safety, health, and welfare of the public. All statements and calculations offered herein are made in an objective and truthful manner pursuant to that code.

Summary of Findings

In my professional opinion, the proposed facility is extremely well suited to provide enhanced wireless service in the northwestern portions of East Fallowfield Township and surrounding areas that suffer from unreliable service. Currently, the nearby Verizon Wireless facilities do not provide adequate capacity for the targeted geography resulting in service issues. The proposed facility is the only feasible alternative that will satisfy the design objective for affected areas. The design, location, and proposed antenna height is the least intrusive means of providing adequate service for Verizon Wireless subscribers in the targeted geography. The proposed antenna height is the absolute minimum acceptable to achieve a high percentage of the site s design goals.

Sincerely,

Andrew M. Petersohn, P.E.
Registered Professional Engineer
Pennsylvania license number 073239



Existing Verizon Wireless Service

Currently, Verizon has six (6) on-air sites in the area immediately surrounding the proposed facility. These sites would be the first-tier neighbors for the proposed facility. The specifics and locations of these sites are detailed below:

Name	Structure Type	Antenna Centerline (ft)	Street Address
SADSBURY	Monopole	175	20 Compass Road
COATESVILLE-2	Monopole	154	517 Colfax Street
PHI-KING RANCH	Lattice Tower	128	775 Fairview Road
COATESVILLE HD	Self-Support	158	786 Oak St
PARKESBURG HD	Lattice Tower	230	Glen Run Road @ Smoker Farm
WAGONTOWN	Monopole	150	416 West Kings Highway

Network Capacity

The Verizon Wireless facilities currently serving the geography surrounding the proposed facility are approaching their data capacity upper-limit "ceiling". Spurred on by smart-phones, tablets, data cards, and the various applications and content available, an explosion of data use over the past few years has left providers, equipment manufacturers, and the FCC looking for solutions and radio spectrum to address the demand. As illustrated below, Ericsson has recently predicted[1] a three (3) fold increase in global mobile network data traffic between 2023 and 2028. Because Verizon Wireless can only broadcast and receive in the bands for which they are licensed, there is a finite amount of data throughput that can be supported even using the most modern equipment offered by base-station manufacturers. The traffic demand in the area has already begun to overrun the available resources particularly during peak times of day. Without proper action, the data growth trend will result in a significant degradation in customer experience including services that affect public safety.

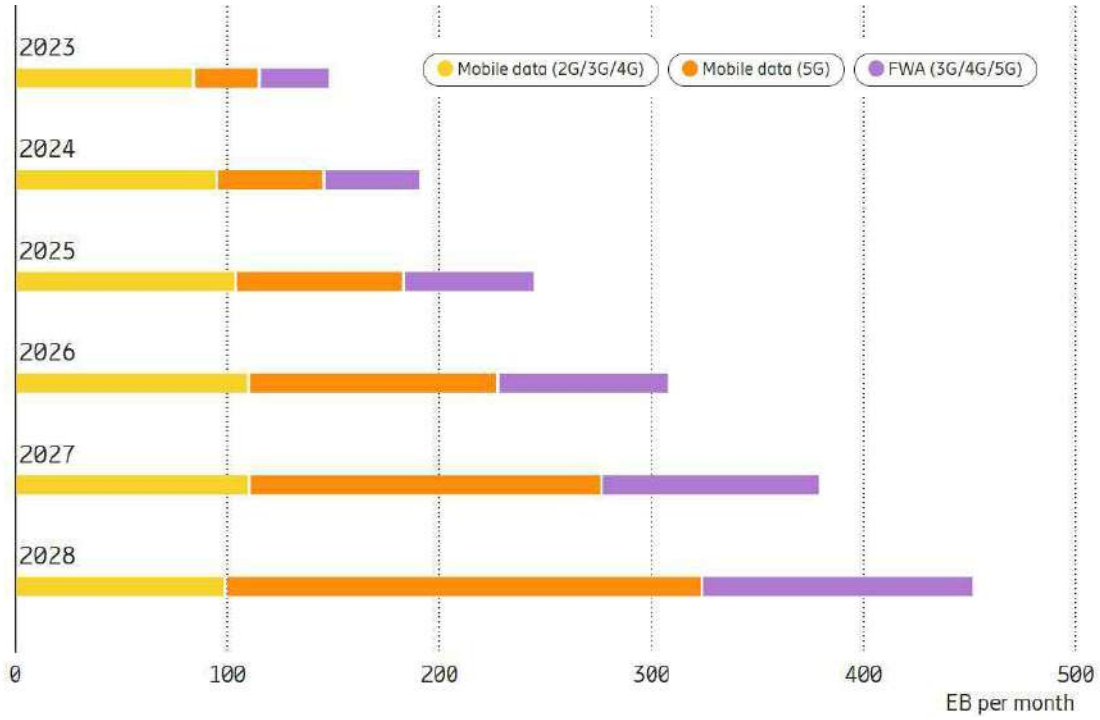

Figure 3 - Global Mobile Network Data Traffic

[1] Mobile data traffic forecast "Mobility Report - Ericsson

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Existing Verizon Wireless Capacity

The best-server coverage footprint areas from the above on-air facilities are illustrated below in figure 1. The areas in which the proposed facility is designed to provide capacity offload include the residential, commercial, and recreational uses currently underserved by the Verizon facilities from too great a distance to be effective. The facility will alleviate congestion emanating from subscribers being served by the surrounding sites pointing into the areas much closer to the proposed site; particularly the westerly facing sector of the Coatesville site and southerly facing sector of the Coatesville 2 facility (highlighted red below).

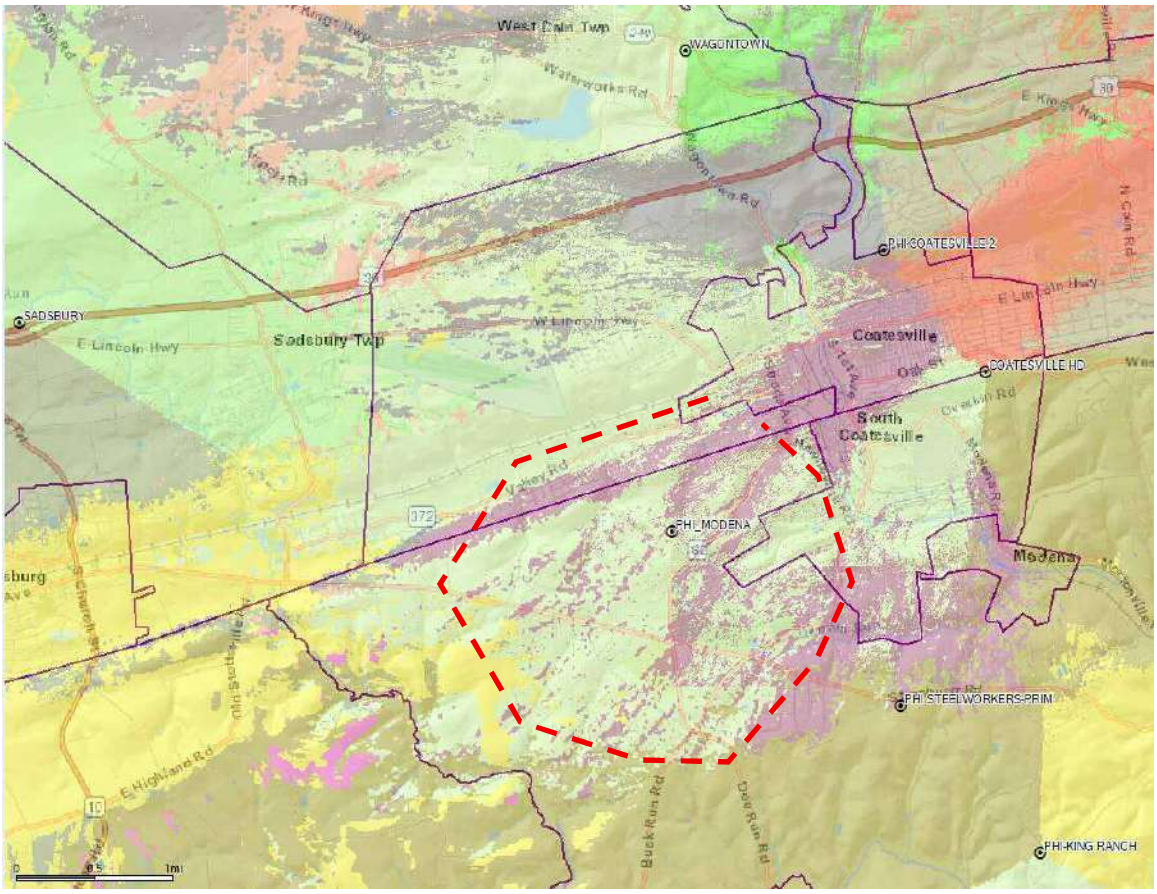

Figure 1 – Existing Best Server Coverage

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Proposed Verizon Wireless Capacity Upgrade

Experience dictates that to effectively provide adequate service in a capacity starved area, a telecommunications facility must be located as close to the subscriber density as possible. Following this tenet ensures the two most important design criteria for this environment are met: First, that there is signal dominance in the congested area and second that there is adequate signal strength to penetrate the often-dense building materials typically found in an area of high subscriber density. As illustrated by the proposed site's dominant service area (figure 2 below), the new facility will provide effective capacity offload while providing in-building coverage to the general area. Verizon Wireless mobile devices in the newly shaded coverage area will be served by the proposed facility when engaged in data-activity allowing the reduction of the data traffic load on the nearby sites. Any decrease in the height of the proposed facility will decrease its offload area and diminish the effectiveness of the proposed site.

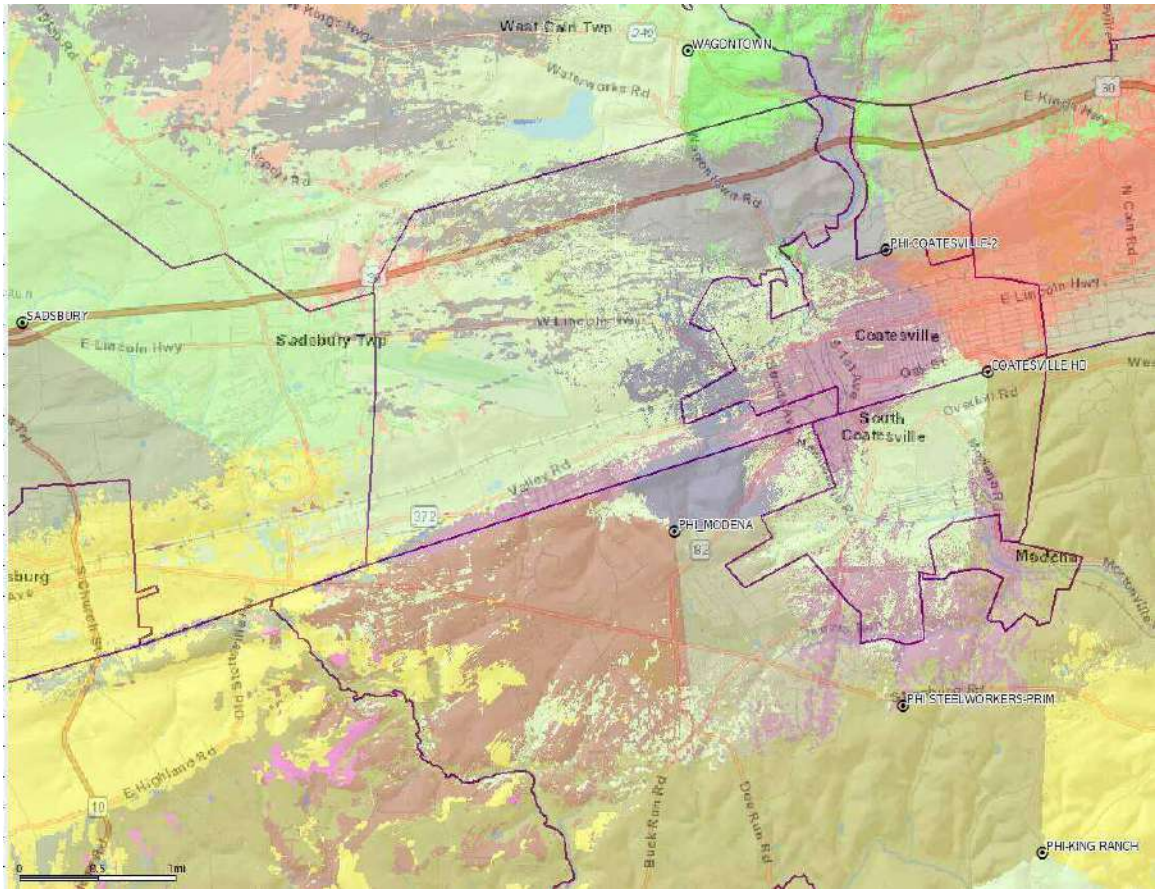

Figure 2 – Proposed Best Server Coverage

Anticipated Verizon Wireless Capacity Upgrade

Beyond the subject proposed site, Verizon has construction underway and is planning to activate a facility they refer to as "Steelworkers" on the existing SBA tower located at the East Fallowfield Township Building, 2264 Strasburg Road in Coatesville in late 2026. This facility will provide capacity offload and server dominance along and around Strasburg Road in areas south of Coatesville where the "Coatesville 2" facility is currently overreaching to serve Verizon's subscribers as illustrated in Figure 3 below. This is a service area and objective separate and apart from that of the proposed "Modena" facility. Both facilities are required to offload the anticipated customer demand and provide adequate service to the Verizon subscriber base.

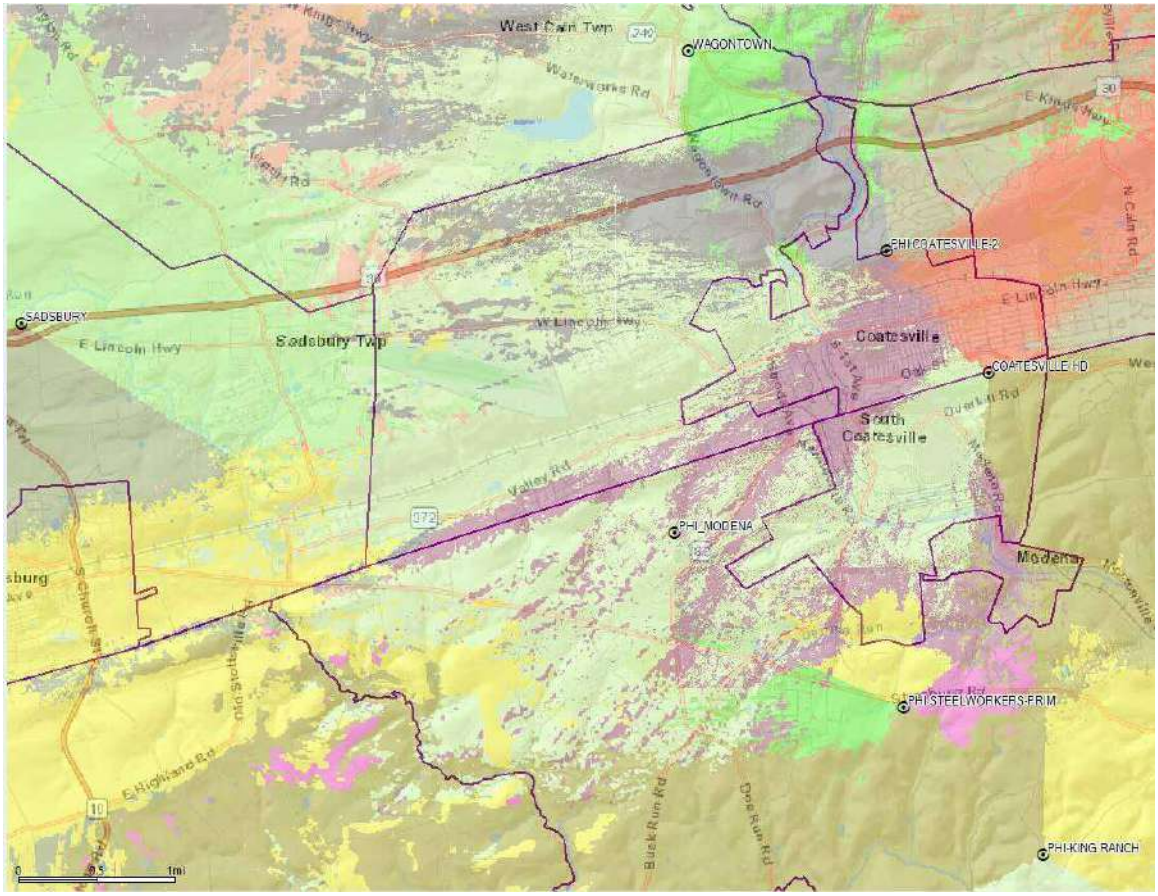

Figure 3 – Anticipated Best Server Coverage with "Steelworkers"

Planned Verizon Wireless Capacity Upgrade

Figure 4, below, illustrates the planned best server coverage with both "Steelworkers" and "Modena" activated. Careful optimization through the integration process will help balance subscriber loading for the existing and new facilities but, as pictured, the new sites will have separate and distinct areas of dominant server footprint which is critical to efficient design.

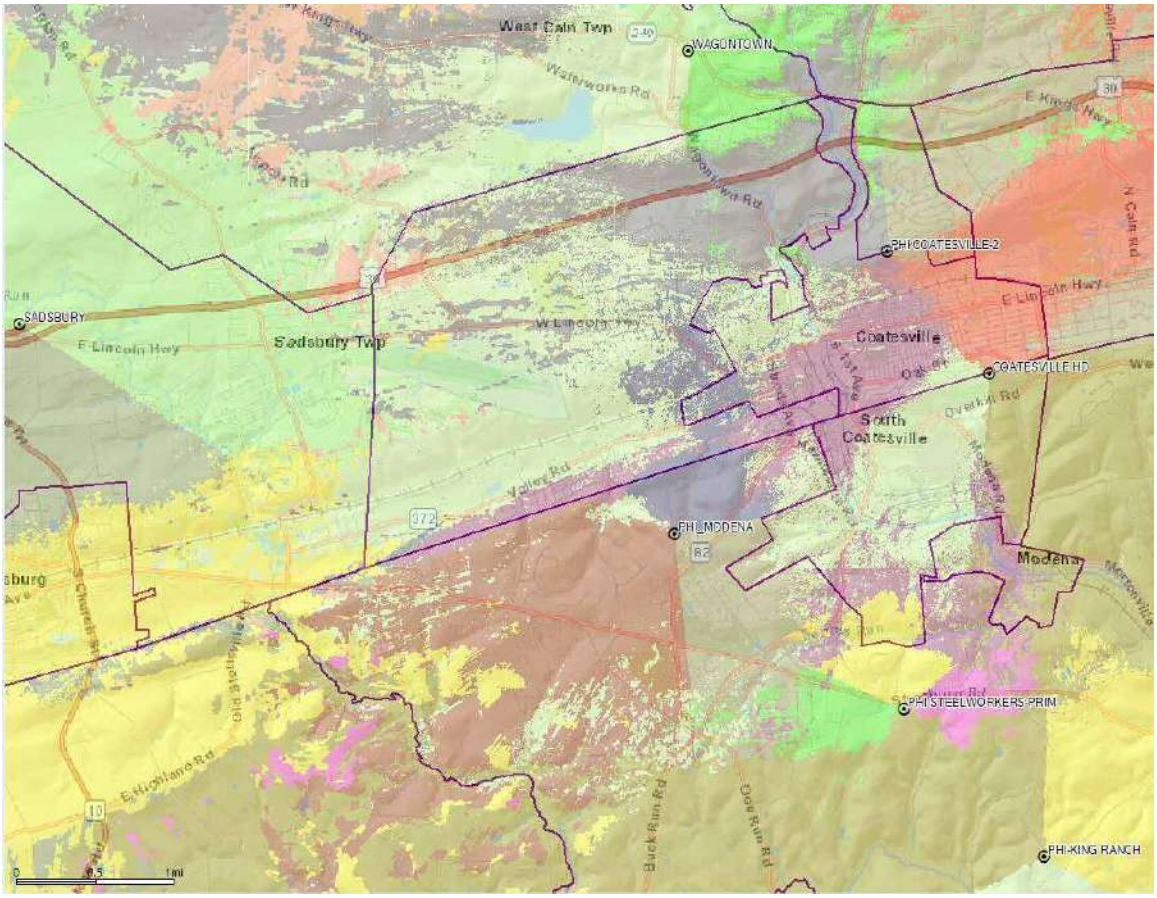

Figure 4 – Planned Best Server Coverage with "Modena" and "Steelworkers"

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Reliable Service

The term "reliable" is used to describe areas where a Verizon Wireless subscriber has the ability to place, receive, and maintain a phone call. Additionally, the concept of reliable service extends beyond just voice communication; access to the data network with a high probability of success and adequate throughput is now a pre-requisite to reliable service. Reliable service provided from a facility is affected by many factors including surrounding topography, clutter types, foliage, and subscriber loading during the site's hour of heaviest use, its "busy hour". Because the network must maintain reliability under all conditions, these factors are taken into consideration when designing a new facility. Furthermore, under the "materially inhibit" standard, the FCC has made clear that wireless providers are entitled to improve existing wireless services to an area they deem insufficient to meet their customer's capacity demands for robust services.

Wireless Substitution

According to the CDC[2] 78.0% of adults and 86.9% of children lived in wireless-only households during the second half of 2024. The increase in the prevalence of adults living in wireless-only households is a continuation of the increasing trend that has been seen over time. Demographic subgroups with the highest percentages of wireless-only adults include adults aged 25-29 (88.9%) and 35-44 (88.3%), and adults renting their homes (88.1%) As wireless substitution continues to spread, availability of in-building wireless service, both data and voice, becomes increasingly important.

Emergency Services Implications

Wireless devices are widely used by municipal emergency services for voice and data services including those that impact public safety. Additionally enhanced 911 (E911) services, which allow a mobile caller to be located by the dispatch center, are dependent on an adequate service level to provide help in an emergency. It is estimated that approximately 80% of 911 calls originate from mobile devices[3]. In the service challenged areas, an unreliable level of wireless service could, in many cases, negatively affect the ability of an individual in need of emergency services who is dialing 911.

[2] https://www.cdc.gov/nchs/data/nhis/earlyrelease/wireless202506.pdf
[3] https://www.nena.org/page/911Statistics

Alternate Candidate Discussion

It is Verizon Wireless policy and overwhelming preference to utilize existing, tall structures as antenna support platforms when their location, available attachment height, and structural capacity are congruent with Verizon's network requirements. This is because the co-location process is almost always less expensive, faster to market, and less involved from a permitting perspective than the construction of a new tower structure. In this case, there were no existing tall structures within the area of technical need that would satisfy the Verizon Wireless design objectives. The only proximate tall structures, other than the existing Verizon first-tier of neighboring sites, are the line of utility structures roughly 200 feet northwest of the proposed facility. At 80 feet, these structures are much too short to provide the capacity offload required. Further, utility structures are not compatible with modern 4G and 5G radio architecture both from a maintenance and operational perspective so colocation on them is no longer tenable.

Technical Parameters of Consideration

The above calculations were based on the equipment configuration information furnished by representatives of Verizon Wireless. Specifically, for this installation, Verizon Wireless plans to add nine (9) new panel-style antennas at an antenna centerline height of 140' above grade. The antennas will be organized in three (3) arrays of three (3) antennas per array with sector azimuths evenly spaced in the horizontal plane with respect to true north. Transmitting through these antennas will be four (4) LTE transmit paths in the 700 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) 5GNR transmit paths in the 1900 MHz band (per sector) at a cumulative maximum of 132 watts, up to four (4) 5GNR transmit paths in the 850 MHz band (per sector) at a cumulative maximum of 160 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS) band (per sector) at a cumulative maximum of 164 watts, up to thirty-two (32) LTE transmit paths in the 2100 MHz (AWS-3) band (per sector) at a cumulative maximum of 110 watts, and up to sixty-four (64) 5GNR transmit paths in the 3700 MHz band (per sector) at a cumulative maximum of 320 watts radio power.

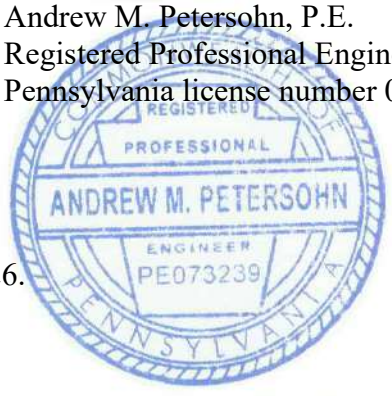
DECLARATION OF ENGINEER

Andrew M. Petersohn, P.E., hereby states that he is a graduate telecommunications consulting engineer possessing Master and Bachelor Degrees in Electrical Engineering from Lehigh University (2005 and 1999, respectively). His corporation, dBm Engineering, P.C., has been retained by representatives of Verizon Wireless to perform a radio frequency design analysis for a proposed telecommunications facility.

Mr. Petersohn also asserts that the calculations and/or measurements described in this report were made personally and in a truthful and objective manner. Mr. Petersohn is a Registered Professional Engineer licensed in Pennsylvania, Delaware, Maryland, Virginia, New York, Florida and New Jersey. He has over two decades of engineering experience in the field of wireless communications. Mr. Petersohn is an active member of the National Society of Professional Engineers (NSPE) and the Pennsylvania Society of Professional Engineers (PSPE). Mr. Petersohn further states that all facts and statements contained in the foregoing document are true and accurate to the best of his knowledge. He believes, under penalty of perjury, the foregoing to be correct.



Andrew M. Petersohn, P.E.
Registered Professional Engineer
Pennsylvania license number 073239



Executed this the 14th day of September, 2026.

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IN RE: 6 IMS DRIVE	: BEFORE THE ZONING HEARING BOARD
	:
APPLICATION OF CELLCO	:OF EAST FALLOWFIELD TOWNSHIP
	:
PARTNERSHIP D/B/A	: CHESTER COUNTY, PENNSYLVANIA
	:
VERIZON WIRELESS	:

DECISION AND ORDER

The Zoning Hearing Board of East Fallowfield Township, Chester County, Pennsylvania (hereinafter referred to as the "Board"), after proper advertisement, met at approximately 7:00 p.m. on Wednesday September 16, 2026 and began the hearing, after a short delay, addressing the Application of Cellco Partnership d/b/a Verizon Wireless, (hereinafter referred to as the "Applicant"), lessee of 6 IMS Drive (Tax Parcel # 47-4-68.2), Coatesville, East Fallowfield Township, Chester County, Pennsylvania (hereinafter the "Property").

The Property is an approximately one (1) acre lot in the Township's O-I (Office-Industrial) Zoning District owned by the Chester County Recycling Authority and is improved with a large storage facility surrounded by a circular driveway with access from IMS Drive. IMS Drive which provides a direct connection to Route 82 or Doe Run Road. IMS Drive is considered to be running to the north[1] of the Property between the asphalt plant and Route 82 and forms what is called the "northern" perimeter of the Property. Across IMS Drive from its northern perimeter is a large completely wooded area in excess of 100 acres in size. East of the

[1] The maps supplied with the application indicate that IMS Drive generally runs from the asphalt plant in the northwest to Route 82 located in the southeast and appears to have a general north-south direction. However, the Application and the testimony consistently identify IMS Drive as being to the North of the Property, with Doe Run Road identified as being to the East of the Property, the asphalt plant is identified as being to the West of the Property and the lands on the opposite side of IMS Drive are identified as being to the South of the Property. These designations are accepted and are being used throughout this Decision.

Property is another smaller wooded area. To the South of the Property are residential and farmland properties. To the West of the Property is the asphalt plant. The large building on the Property is located centrally between the northern and southern boundaries and is closer to the Property's western boundary than the eastern boundary.

The Applicant seeks dimensional variance to construct in the northeast corner of the Property a tower-based wireless communication facility (hereinafter the "Tower" or "Communications Tower") located 28 feet from the eastern property line and 44 feet from the right-of-way of IMS Drive to the north. The Tower so located would comply with the setback requirements relative to the border on the west (186 feet) and the border on the south (155 feet).

At the hearing, the Applicant amended the initial application for a 150 foot tower to seek lesser relief as the Tower was reduced in size to a 145 foot tower (topped with a four foot lightning rod that is not considered part of the tower). Additionally, at this same time, the Applicant withdrew the proposed backup diesel generator identified as part of the application.

Because § 27-1733.8 of the Zoning Ordinance requires that the proposed tower must be setback a distance not less than equal to the height (in linear feet) of the communications antenna from the adjoining property line or right-of-way, dimensional variance relief was sought as there was only a 28 foot setback to the east and a 44 foot setback from the right-of-way of IMS Drive to the north. See, Zoning Ordinance §27-1733.8

Present at the hearing on September 16, 2026 were Board Chairman Ellis Weiss and Members Jake Hewson and Steve Dobson. Also present were the Court Reporter, Kim Kercher, the Zoning Hearing Board Solicitor John Carnes, and the Township Zoning Officer, Richard T. O'Brien. Township Supervisor Alfred Wright was also present. Mr. Wright stated that his presence was as an observer only and he specifically declined "party status." No other persons

were present at the hearing other than the team making the presentation on behalf of the Applicant.

Christopher H. Schubert Esquire of Reger Rizzo & Darnall LLP represented the Applicant and presented three witnesses in support of the requested dimensional variances. Claire DiNardo was presented as an expert witness on site acquisition as she was the consultant for Cellco Partnership d/b/a Verizon Wireless. Joseph Ruiz was presented as the engineering consultant for the Applicant and Colleen Connolly, P.E., a civil engineer, was presented to address the site design. All witnesses were properly sworn before testifying.

Ms. DiNardo testified regarding the site acquisition and the standards that led to the identification of the Property as the only appropriate location to meet servicing needs within the one mile search ring identified in Exhibit A-5 necessary to correct the identified existing phone service problems. Ms. DiNardo testified regarding her extensive investigation into the possibility of co-location placement such as on the PECO Transmission Towers and other potential locations which could meet servicing needs and testified that there were no viable co-location placement locations . Ms. DiNardo also identified that she had looked at a variety of other locations within the one-mile search ring and that after significant efforts she had determined that the Chester County Recycling Authority was the only property owner with an appropriate property willing to permit the use.

Ms. DiNardo testified that the Chester County Recycling Authority was willing to lease the Property to the Applicant and that the Property with the Tower located as set forth in the application met all requirements to address the deficiency in phone service and that the location on the Property resulted in the minimum variance relief needed.

Joseph Ruiz testified as to the capacity issues and that the Tower was needed for "reliable coverage" to the population given the increased use of cell phones and other communication devices. Mr. Ruiz identified two potential problems: 1) lack of coverage (i.e., "no bars") – addressing issues of reception; and, 2) lack of capacity – involving the lack of resources to send "data sessions". Mr. Ruiz state that the major problem requiring the construction of a Tower in the one-mile service ring was the lack of "capacity" in that area. Mr. Ruiz presented maps identifying the limited capacity which required the construction of the Communications Tower to address this problem. Mr. Ruiz testified that the needed Communications Tower must be a minimum of one hundred and forty feet in height at the location as proposed to meet capacity needs.

Colleen Connolly of Scherer Design Group, a civil engineer and consultant, testified as to the proposed monopole construction that had not yet been designed. Ms. Connolly explained that the perimeter fence would be an eight foot high chain link fence. The design for the chain link fence did not include barbed wire, but could be constructed with this added protection. Ms. Connolly identified that the monopole was constructed to permit three (3) carriers and that the emergency backup generator identified in note #12 on the Detailed Site Plan would not be needed. Accordingly Ms. Connolly stated that note #12 would be removed from the site plan notes.

Ms. Connelly also testified regarding the cabinets within the fenced-in area that would be built on concrete slabs to support the antennas. Ms. Connelly also testified regarding the proposed evergreen landscape barriers that would be provided and went over the features of the plans including identifying the parking area to be used for servicing the tower and other improvements.

Ms. Connolly explained in significant detail the construction of the monopole and its support structure and that it was to be an "over developed" design to protect against failure and in compliance with controlling code requirements – including the requirements of the National Association of Tower Erectors. Ms. Connelly explained that the Tower could be designed and constructed with an "inflection point" 28 feet from the top of the tower to add a further protection against failure. Ms. Connelly's current anticipation and her testimony was that she would not be designing for construction of a monopole with the "inflection point" as this was an additional protection that was not part of the anticipated design of the monopole.

Ms. Connelly addressed the location of the Tower and explained that the Tower could not be centered on the Property as it would then require four (4) variances. Additionally, she noted that the Tower could not be built upon the existing building which covered much of the Property. Ms. Connelly established that the location chosen for the Tower on the Property was the ideal location – providing the greatest screening from view and requiring the least dimensional variance relief.

At the conclusion of the hearing, the Board unanimously voted in favor of the request for variance relief to permit construction of the Tower 28 feet from the eastern boundary and 44 feet from the right-of-way of IMS Drive. The Board identified that it had a concern that the chain link fence should have three strands of barb wire on the top to protect against intrusion and possible theft. The Board also identified that it favored a design for maximum protection which would have the inflection point that Ms. Connelly testified regarding. However, the Board did not impose any specific conditions on the approval other than to require that the relief granted required strict compliance with the testimony and documents of record.

A letter notice was sent out to the Applicant on September 17, 2026 identifying that the Board had granted the requested relief subject to the explicit understanding that the Applicant is bound by the testimony and exhibits introduced into evidence and that construction must be in accordance with this evidence and based upon appropriate applications for permits as needed for construction.

This Formal Decision, supported by Findings of Fact and Conclusions of Law follows.

I. FINDINGS OF FACT.

1. The following Exhibits were introduced and presented and accepted into evidence at the hearing on behalf of the Board:

ZHB 1: Proof of Publication in the Daily Local News on August 26, 2026, and September 2, 2025, relative to September 16, 2026 hearing.

ZHB 2: Affidavit of Marissa J. Quinn regarding notice provided to adjacent property owners.

ZHB 3: Affidavit of Marissa J. Quinn regarding mailing of East Fallowfield Township Zoning Hearing Board advertisement to parties required to be notified pursuant to the Zoning Ordinance.

ZHB 4: Affidavit of Posting by John Winters, employee of the Public Works/Road Department of East Fallowfield with attached photos showing same.

ZHB 5: August 5, 2026 letter from Applicant's attorney waiving time deadlines to permit hearing in September of 2026.

ZHB-6: Application with Exhibits.

ZHB 7 : Zoning Ordinance (if necessary in the event of an appeal).

2. The following exhibits were entered into evidence and accepted on behalf of the Applicant:

A-1. Application of Cellco Partnership d/b/a Verizon Wireless.

A-2. Aerial view of subject property.

A-3. Deed for subject property.

A-4. Lease Agreement with owner (redacted as to financial terms).

A-5. 1-mile search area (Township Code, Sect. 27-1733.23).

A-6. Radio Frequency Design Analysis prepared by dBm Engineering, P.C.

A-7. Abstracts of FCC licenses for Chester County, Pennsylvania.

A-8. PennDOT Traffic Counts, Route 82.

A-9. Site Plans prepared by Scherer Design Group, last revised June 22, 2026.

A-10. Curriculum Vitae of Joseph Ruiz, RF expert.

A-11. Curriculum Vitae of Colleen Connolly, P.E., civil engineer.

3. The Board accepts the testimony of the Applicant's expert witnesses Claire DiNardo, Joseph Ruiz and Colleen Connolly, P.E., who presented testimony identifying the Property as the only suitable location to address the service deficiencies with respect to cell phones and other similar devices in the area of the proposed Tower and that co-location was not possible.

4. The Board accepts the Radio Frequency Design Analysis provided in the report of Andrew M. Petersohn, P.E. dated September 14, 2026 and supplied under seal establishing that the..."design, location, and proposed antenna height is the least intrusive means of providing adequate service for Verizon Wireless subscribers in the targeted geography. The proposed

antenna height is the absolute minimum acceptable to achieve a high percentage of the site's design goals." See, Applicant's Exhibit "A-6".

5. The Board finds the Applicant's testimony (and supporting exhibits) to be credible and that it had supplied a factual basis supporting a determination that a tower greater than 120 feet was warranted as there was no available co-location tower of sufficient height in an appropriate location and the testimony established that a greater tower height of 145 feet was "necessary to provide satisfactory service for wireless communications" in accordance with §27-1733.4 of the Zoning Ordinance governing "Maximum Heights".

6. The Board finds the Applicant's testimony (and supporting exhibits) to be credible and that Applicant had supplied a factual basis permitting the granting of variance relief from §27-1733.8 of the Zoning Ordinance regarding "Setbacks from Tower Base" due to undue hardship in installing same on the Property.

7. The Board notes that there was no objection by any neighbor to the Applicant's request for variance relief in recognition that the Tower was consistent with the general industrial area at issue wherein it was located at a Recycling Center on the IMS Drive leading to a large asphalt plant and, further, that communications towers are explicitly permitted in the I-O Zoning District.

8. The Board recognizes that there were no identified and acceptable property locations for the Tower within the one mile service ring, which would meet the requirements necessary to address the servicing problems that were identified.

9. The Board finds that the Property is a suitable location for the Tower – permitted use (by conditional use) in the I-O Zoning District – and that a tower was necessary to meet capacity requirements of the public.

10. In accepting the Tower at a height greater than 120 feet tall, the Board acknowledges that the height being pursued was "necessary to provide satisfactory service of wireless communications."

11. Variance relief from §27-1733.8 of the Zoning Ordinance to permit construction of a tower 28 feet from the eastern property line and 44 feet from the right-of-way of IMS Drive to the north meets all factual requirements for relief under the MPC at Section 910.2. See, 53 P.S. §10910.2 A. 1-5.

12. This relief was granted with the express understanding that the Applicant will develop the property consistent with your representations before the Board and the exhibits of record.

13. The factual circumstances as presented also establish that Applicant is entitled to a dimensional variance under the more flexible standards governing same.

II. DISCUSSION.

The Zoning Ordinance follows the general requirements for a variance as set forth in the Municipalities Planning Code ("MPC") at 53 P.S. §10910.2. The Zoning Ordinance specifies that variance relief requires the Applicant to meet certain relevant criteria including:

> (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 this Chapter 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 this Chapter and that the authorization a variance is therefore necessary to enable the reasonable use of the property.

(3) That such unnecessary hardship has not been created by the applicant.

(4) That the variance, if authorized, will either 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.

(5) That authorization of variances in the Flood Hazard District shall be Consistent with the requirements of §27-1508 of this Chapter.

(6) That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation and issue."

Zoning Ordinance §27-2207.2.A.(1)-(6).

This language from the Zoning Ordinance is virtually identical to the standards set forth in the MPC §10910.2 except that there is reference to the Flood Hazard District (which is not relevant). See, 53 P.S. §10910.2 A. 1-5.

In this case, the Applicant established that the lot at issue was within the I-O Zoning District, in which a communications tower is permitted as a conditional use. Further, the Board notes that there was justification for a tower in excess of 120 feet as the expert testimony established that a tower of at least 140 feet was required and 145 feet was necessary.

The testimony of record established that the Property was the only location to meet the requirements of the Zoning Ordinance for a Communications Tower. Further, the testimony of record established that the Communications Tower was necessary to address the certified lack of sufficient reliable cell phone service coverage in the area due to insufficient "capacity" within the one-mile search ring.

Based upon the foregoing, the requirements for variance relief were met. The Board properly concluded that the Applicant does face "unnecessary hardship" as the Property was the

only location on which to install this needed Communications Tower in the O-1 District within the one-mile search ring.

The Property, due to its use as a recycling center with a large building centered thereon, presented unique physical circumstances under which complete compliance with setback is impossible. This is established as the dimensions of this roughly square one acre lot would permit construction of the Tower at no location needing less than two dimensional variances. In fact, a more central location of the Tower (which is impossible under the circumstances) would require four dimensional variances.

Based upon the foregoing, variance relief is warranted under the standards for "undue hardship" as set forth in the MPC at Section 910.2 A. 1-5. See, 53 P.S. §10910.2 A. 1-5. The lot established a hardship due to its unique configuration and use. Additionally, it is noted that the Applicant has not created the hardship. Still further, it is self-evident that the proposed Tower does not alter the essential character of the neighborhood and in order to mitigate the impact of the Tower (even though it is consistent with the character of the neighborhood), it has been set as far away from any residential type of use in the location best screened from view. Lastly, it is noted that variance relief is warranted as the Applicant's proposal sought the least variance relief possible. Id.

In addition to meeting the traditional "undue hardship" requirements of the MPC and the Zoning Ordinance, it is noted that because the request for variance relief is dimensional in nature, the standards for relief are relaxed and other circumstances are taken into consideration. See, Hertzberg v. Zoning Board of Adjustment of the City of Pittsburgh, 721 A.2d 43 (Pa. 1988).

The Pennsylvania Supreme Court in Hertzberg held that with respect to whether or not unnecessary hardship will result from the denial of the variance, a relaxed standard is permissible in the instance of a dimensional variance and the courts may consider multiple factors. Hertzberg, 721 A.2d at 50.

Taking into consideration the authority of Hertzberg, it is determined that in the case before the Board, there is unnecessary hardship to justify the dimensional variances at issue. See, Hertzberg, supra, 721 A.2d at 50 ("[t]o justify the grant of a dimensional variance, courts may consider multiple factors, **including** the economic detriment to the applicant if the variance was denied, the financial hardship created by any work necessary to bring the building into strict compliance with **the zoning requirements and the characteristics of the surrounding neighborhood.**") (emphasis supplied). Id.

III. CONCLUSIONS OF LAW.

1. The Zoning Hearing Board of East Fallowfield Township has jurisdiction over the Application.

2. The Applicant's testimony supported the grant of the variance relief that was requested and the existence of "unnecessary hardship" and all criteria of the Zoning Ordinance governing the grant of variance relief as set forth at Zoning Ordinance §27-2207.2.A.(1)-(6) and the MPC at Section 910.2.

3. The Applicant has established authorization for a 145 foot tower in accordance with the requirements of §27-1733.4 of the Zoning Ordinance governing "Maximum Heights".

4. The Applicant has established rights to variance relief under the relaxed standards applied to dimensional variances as set forth by the Pennsylvania Supreme Court in Hertzberg v. Zoning Board of Adjustment of the City of Pittsburgh, 721 A.2d 43 (Pa. 1988), and its progeny.

5. The relief granted herein is provided with the added requirement that the Applicant must develop the Property in strict conformity with the testimony and exhibits presented of record and, further, the Applicant when proceeding to construction must abide by all applicable rules, regulations and ordinances of the Township and those of any other regulatory agency or entity with jurisdiction over the project.

For the foregoing reasons identified herein, the Zoning Hearing Board of East Fallowfield Township enters the following:

ORDER

AND NOW, this 27 day of October 2026, The Board has DETERMINED that the Applicant has met its burden of proof in establishing that the proposed tower greater than 120 feet in height met the maximum height requirements of §27-1733.4 of the Zoning Ordinance and that the height being pursued was "necessary to provide satisfactory service of wireless communications." Additionally, the Board has also GRANTED dimensional variance relief from §27-1733.8 of the Zoning Ordinance to permit construction of a 145 foot Communications Tower 28 feet from the eastern property line and 44 feet from the right-of-way of IMS Drive to the north in accordance with the plans and testimony of record.

This relief is expressly subject to Applicant's agreement to strictly conform to the testimony and exhibits presented of record at the hearing and the further requirement that during construction the Applicant must abide by all applicable rules, regulations, and ordinances of the Township and those of any other regulatory agency or entity with jurisdiction over the project.

The Applicant must obtain building permits within six (6) months of this Decision and Order and must complete construction within one (1) year thereafter in accordance with the requirements of the Zoning Ordinance.

This Order may be executed via Docusign or facsimile signature, with such signatures to be treated as original and in counterparts taken together to create an original Order.

EAST FALLOWFIELD TOWNSHIP
ZONING HEARING BOARD

By: _____
Ellis Weiss, Chairman

By: _____
Jake Hewson, Member

By: _____
Steve Dobson, Member

EAST FALLOWFIELD TOWNSHIP
BOARD OF SUPERVISORS MEETING

November 10, 2026 UnApproved Minutes

Members Present:
Wilson Lambert, Chair
Robert Sparr, Vice Chair
Katja DiRado, Member
Deborah Stoff, Member
Al Wright, Member

Township Staff Present:
Scott Swichar, Township Manager
Dave Hindman, Township Treasurer
Chad Osborn, Police Chief

Draft

1. CALL TO ORDER, SILENT MEDITATION, PLEDGE OF ALLEGIANCE

Chair Lambert called the meeting to order at 6:30 p.m.

2. APPROVAL OF MINUTE

a. October 27, 2026 Board of Supervisors Meeting Minutes

MOTION: Chair Lambert made a motion to approve the October 27, 2026 Board of Supervisors meeting minutes as presented. Supervisor DiRado seconded.

VOTE: 5-0

3. TREASURER'S REPORT

a. Payment Authorizations

MOTION: Supervisor DiRado made a motion to approve the Payment Authorizations for the period of October 27, 2026 through November 10, 2026, in the total amount of $340,834.86, as presented. Supervisor Wright seconded.

VOTE: 5-0

4. MANAGER'S REPORT

a. Second Presentation of 2027 Budget (Informational)

Township Manager Swichar reviewed the 2027 budget proposal, which includes no real estate tax increase in the General Fund or Fre/EMS Fund. He stated that this would be the ninth consecutive year without a tax increase in the General Fund, and the Township proposes to maintain the current trash fee at $450. The budget includes an additional $150,000 total for Modena Fire Company and Westwood Fire Company to hire paid firefighters, bringing the Fire/EMS budget to $451,378. The

township is projecting a deficit in the 2027 general fund budget of $105,582, which will be balanced using $105,582 from general fund reserves.

b. Advertisement of 2027 Budget

MOTION: Supervisor Wright made a motion to authorize the advertisement of the availability of the 2027 budget. Supervisor Stoff seconded.

Township residents asked questions and shared comments regarding employee benefits, reserve funds, municipal budget comparisons, and tax revenue funding.

VOTE: 5-0

c. Authorization of PECO Green Region Grant Application

Township Manager Swichar reported that the grant would fund tree planting in the Township park and cover 50% of the project cost. The Township's estimated match of $5,000 would be paid from the Park and Recreation Fund, which is funded through developer fees and sponsorships.

MOTION: Supervisor DiRado made a motion to authorize Township staff to apply for the 2026 PECO Green Region Grant for trees in the amount of $5,000. Supervisor Stoff seconded.

VOTE: 5-0

5. POLICE DEPARTMENT

a. Approval of Administration of Training Policy Update

MOTION: Supervisor Wright made a motion to approve the updated Administration of Training Policy, as presented. Vice Chair Sparr seconded.

VOTE: 5-0

b. Approval of Property & Evidence Control Policy Update

MOTION: Supervisor DiRado made a motion to approve the updated Property & Evidence Control Policy, as presented. Supervisor Wright seconded.

VOTE: 5-0

c. Approval of Vehicle Pursuits and Forcible Stopping Policy Update

MOTION: Vice Chair Sparr made a motion to approve the updated Vehicle Pursuits and Forcible Stopping Policy, as presented. Chair Lambert seconded.

VOTE: 5-0

Draft

d. Approval of Automated License Plate Readers Policy Update

MOTION: Supervisor Wright made a motion to approve the updated Automated License Plate Readers Policy, as presented. Chair Lambert seconded.

Police Chief Osborn summarized the county-funded system and its use in investigations and cross-jurisdictional crime tracking. He noted that the system does not involve the installation of cameras in East Fallowfield Township. Chief Osborn explained that Chester County provides access to the technology and conducts audits to monitor its use. Users must complete training and comply with the policy, and violations may result in disciplinary action.

A Brooks Crossing resident raised concerns about data retention, privacy, and access to information collected through the system. Chief Osborn responded that the technology has aided investigations and reiterated that no cameras are installed or proposed in East Fallowfield Township. He noted that access is provided through Chester County to assist in locating vehicles involved in criminal activity.

Township resident Philip Roomet read a statement raising concerns regarding privacy, data retention, data sharing, accountability, and protections against the misuse or commercial use of information collected through the system.

Chair Lambert reminded Mr. Roomet of the three-minute public comment time limit.

MOTION: Supervisor Wright made a motion to enter a 5-minute recess. Supervisor DiRado seconded.

VOTE: 5-0

Chair Lambert reminded attendees of the board's rules of order and stated that further disruptions could result in the meeting being recessed or adjourned. Vice Chair Sparr reiterated enforcing the three-minute public comment limit.

MOTION: Vice Chair Sparr made a motion to recess the meeting. Supervisor DiRado seconded.

There was no vote.

MOTION: Supervisor Wright made a motion to table the policy update. Supervisor Stoff seconded.

VOTE: 4-1 (nay by Vice Chair Sparr)

e. Approval of Written Directive System Policy Update

MOTION: Supervisor Wright made a motion to approve the updated Written Directive System Policy, as presented. Supervisor DiRado seconded.

Chief Osborn explained that department policies are updated on established schedules, and officers are required to read and acknowledge any revisions.

VOTE: 5-0

Draft

6. HISTORICAL COMMISSION

a. Appointment of Robert Beck

MOTION: Supervisor Wright made a motion to accept the appointment of Robert Beck to the Historical Commission for the term ending December 31, 2026. Supervisor DiRado seconded.

VOTE: 5-0

Joe McCormick	Chairman	2025 to 2029
Sue Monaghan	Secretary	2022 to 2026
Connie McLaughlin	Member	2025 to 2029
Jennifer Carling	Member	2022 to 2026
Clarence Rhoades, III	Member	2022 to 2026
Chad Peterson	Member	2022 to 2026
Rania Larsen	Member	2024 to 2028
Robert Beck	**Member**	**2022 to 2026**
Pam Jaccard	Member	2024 to 2028

7. OLD BUSINESS

There was no old business.

8. NEW BUSINESS

Township staff will advise the Board of the date of the employee Christmas party.

9. PUBLIC PARTICIPATION

Township resident Brian Arnau asked about the Board's procedure for maintaining order during public comment and whether disruptions could affect discussion of agenda items. The Board explained that rules are applied to ensure all residents have an equal opportunity to be heard and noted that questions may also be submitted to the Township outside of meetings. In response to Mr. Arnau's question why the department adopted an automated license plate reader policy without plans to install local cameras, Chief Osborn explained that the policy governs the department's county-granted access to the regional ALPR network.

Township resident Jerry Dickinson thanked the road crew for their work and asked questions regarding the automated license plate reader policy. Chief Osborn explained that the Township already has the policy in place and that the proposed action updates this policy with minor revisions.

Township resident Lauren Keiper voiced opposition to automated license plate readers, citing concerns over data accuracy, reliability, and potential harm from errors, and submitted supporting information for review.

Township resident Shane Cloyd commented on the Township's references to school district tax rates and discussed the Township's letter to South Coatesville regarding EMS funding.

Draft

Township resident Philip Roomet stated that the automated license plate reader policy contained gaps and expressed concern about how future police chiefs or boards might use it.

Chair Lambert noted that the 2027 budget includes no real estate tax increase for the ninth year in a row and lowers overall spending by 6.3% through ongoing cost savings. He reaffirmed the Township's partnership with the Coatesville Area School District and clarified that prior budget remarks were not meant to criticize the district.

10. ADJOURNMENT

MOTION: Vice Chair Sparr made a motion to adjourn the meeting at 8:03 p.m. Supervisor Wright seconded.

VOTE: 5-0

Draft

Westwood Fire Company

Fire Chief's Report

October, 2026

Total Calls For October

47

Total Calls For October – East Fallowfield Township

8

Call Types – East Fallowfield Township

Assist EMS	2
Fuel Spill	1
Fire Alarm	1
Motor Vehicle Accident	2
Investigation	2

Total Time in Service: 12 *hours, 34 minutes*
Total Manpower: *110 (average 4 per call)*

Michael McWilliams – Fire Chief

WESTWOOD FIRE COMPANY

EMS Report – October 2026
East Fallowfield Township, Chester County

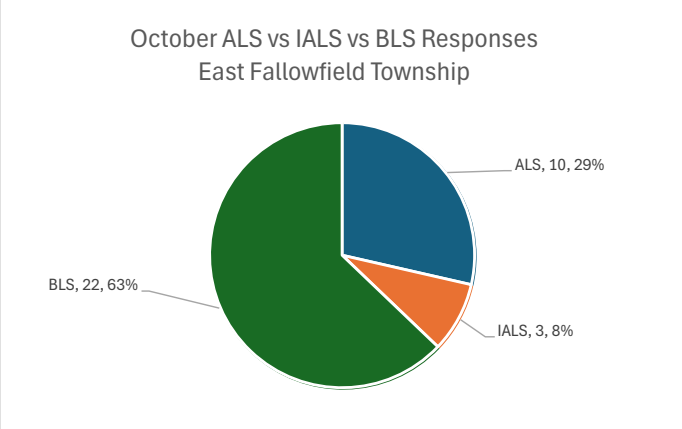
35 Total Response, East Fallowfield Township

32 Responses - Westwood Division
3 Responses – Wagontown Division

365 Calls YTD – East Fallowfield

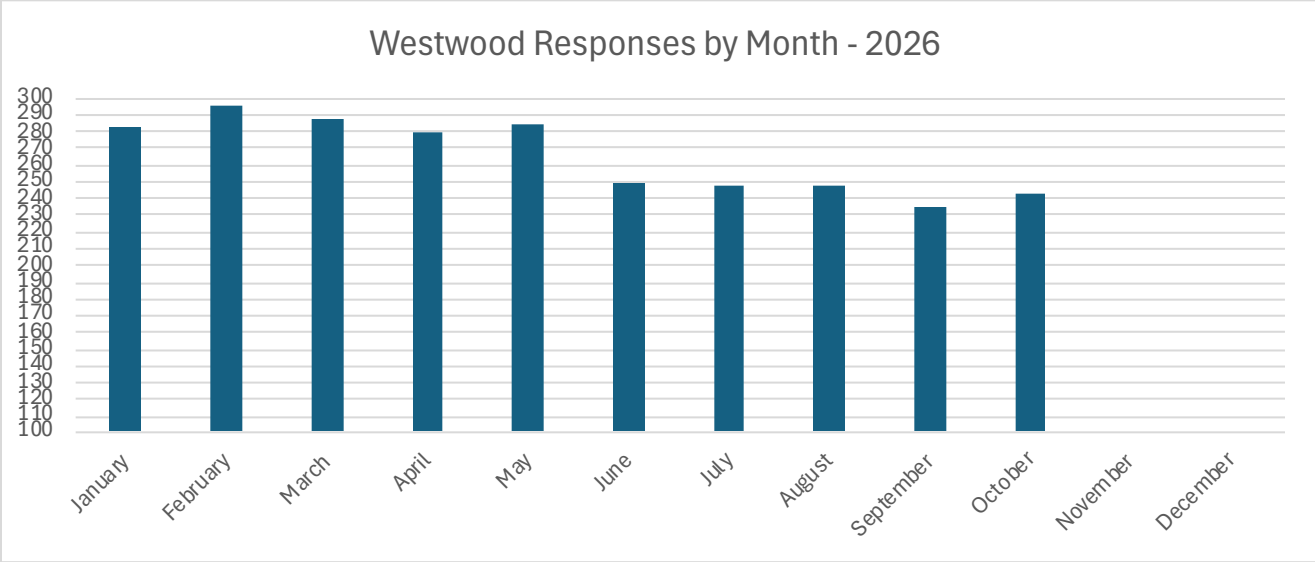
Call Types – East Fallowfield

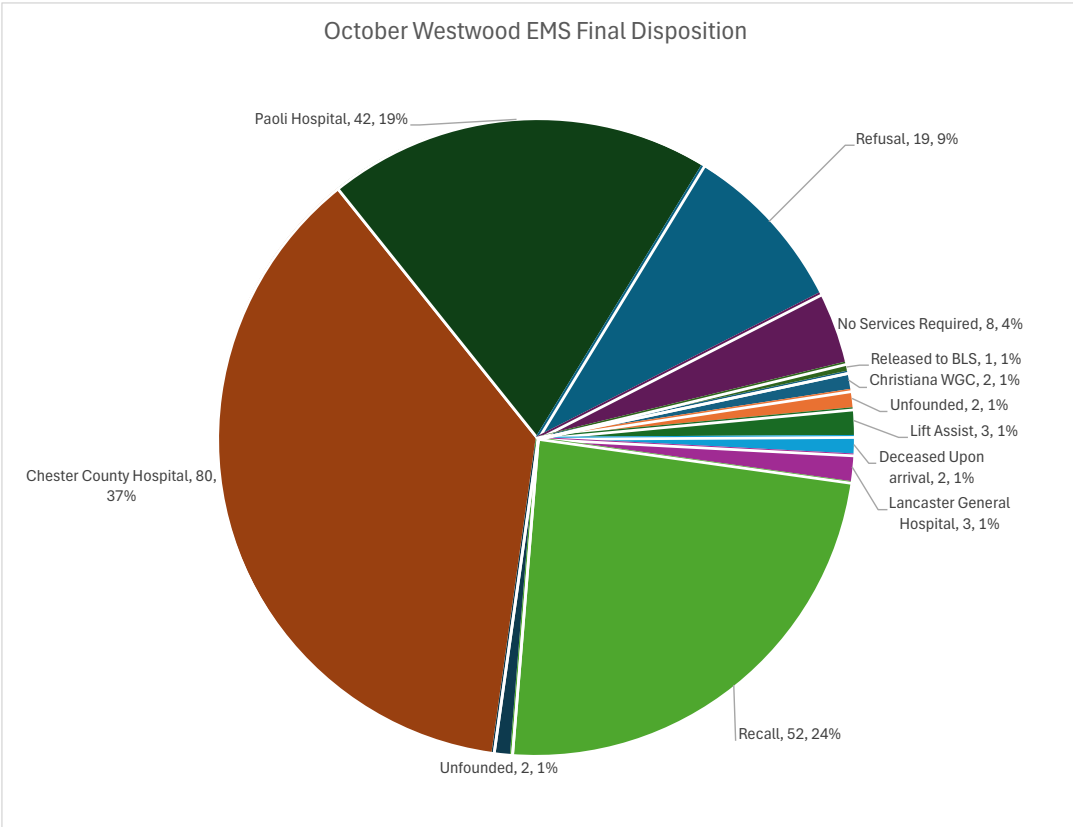
Medical	27
Fall	3
Vehicular	2
Overdose	2
Deceased Upon Arrival	1



Westwood Total Calls: 243

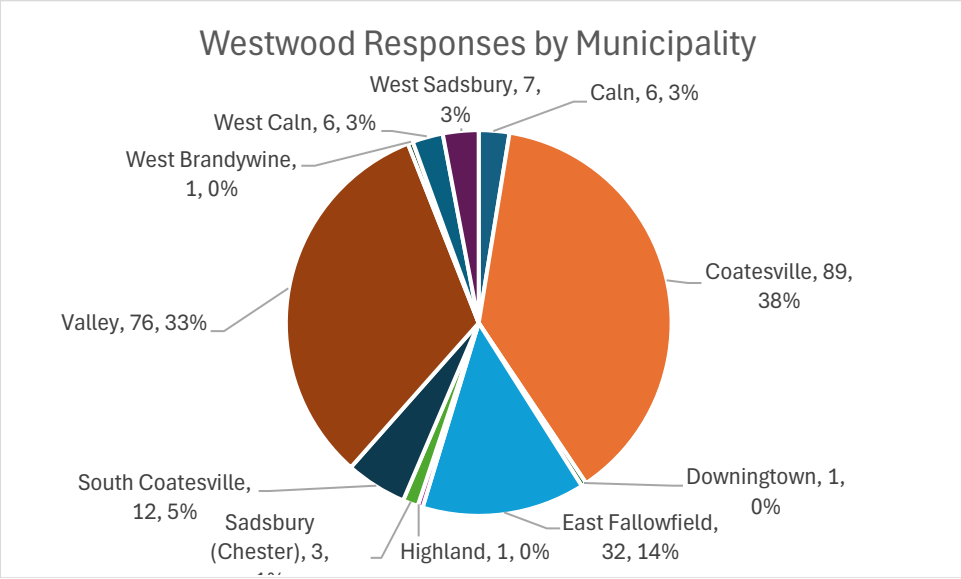
Westwood YTD Total Responses – 2,652

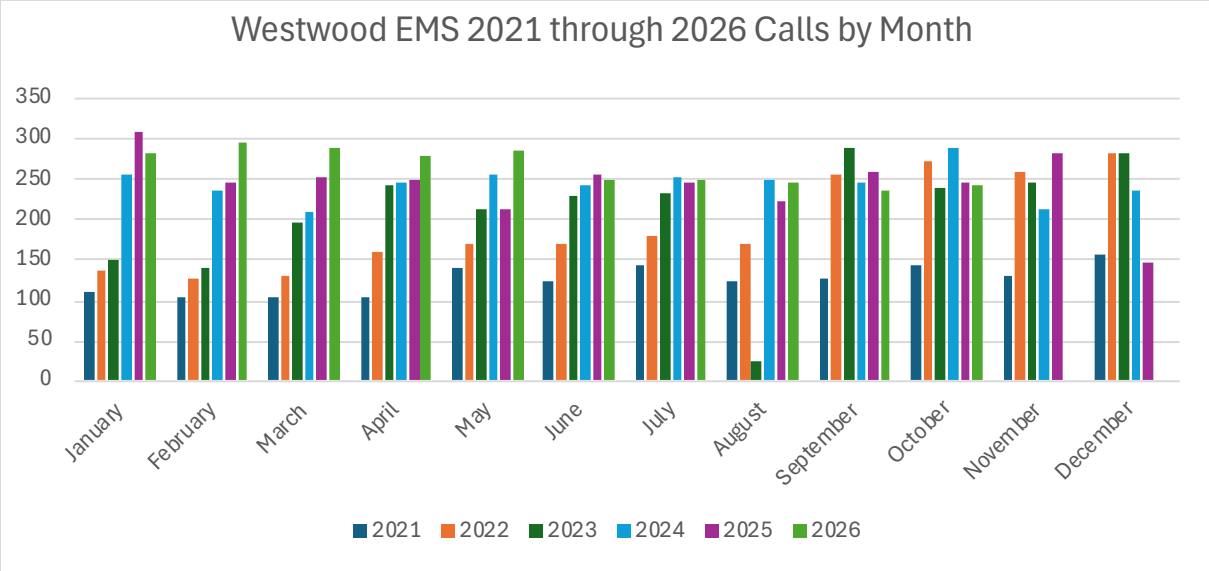




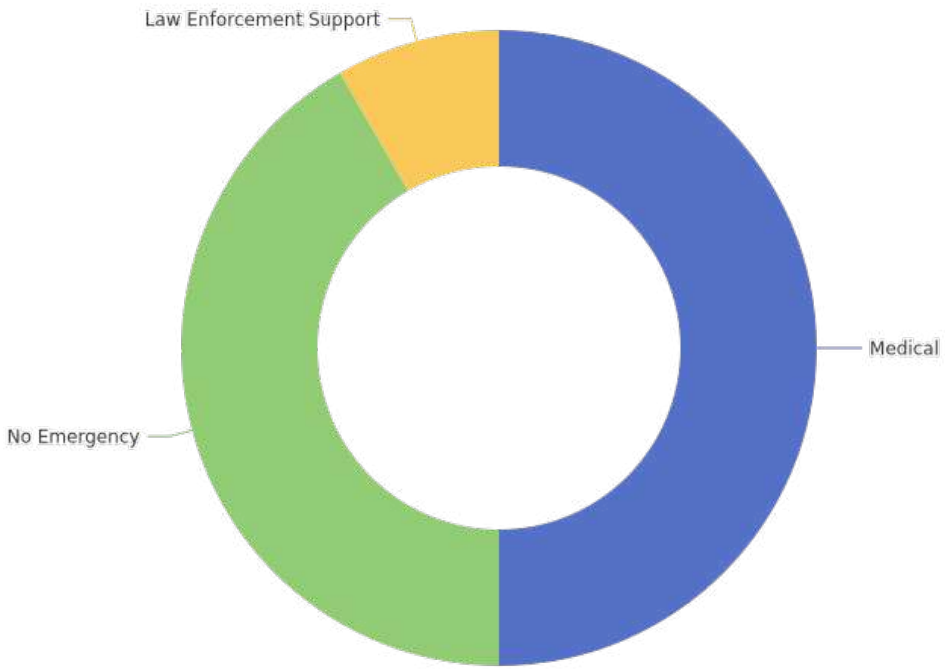
Average On-Road Time = 2 minutes

Average On-Scene Time = 10 minutes


Westwood Responses by Municipality
West Sadsbury, 7, 3%
Caln, 6, 3%
West Caln, 6, 3%
West Brandywine, 1, 0%
Coatesville, 89, 38%
Valley, 76, 33%
South Coatesville, 12, 5%
Downingtown, 1, 0%
Sadsbury (Chester), 3,
Highland, 1, 0%
East Fallowfield, 32, 14%


Westwood EMS 2021 through 2026 Calls by Month
350
300
250
200
150
100
50
0
January
February
March
April
May
June
July
August
September
October
November
December
2021
2022
2023
2024
2025
2026

FDR-IR: Incident Count by Primary Incident Group-copy



PRIMARY INCIDENT GROUP	COUNT	PERCENT OF TOTAL
Medical	6	50.00%
No Emergency	5	41.67%
Law Enforcement Support	1	8.33%
Total	**12**	**100.00%**



Fire Chief's Report

October 2026

28 Calls

Incident Types

2 Fire Alarms	12 EMS Assist	2 Buildings
2 Fire Police	2 House Fires	4 CO Alarms
2 Investigation	1 Auto Accident	1 Pedestrian Struck

Area's Covered

4 Modena	8 South Coatesville	12 East Fallowfield
1 West Marlborough	0 Newlin	1 Caln
1 West Sadsbury	1 Parkesburg	

Time In Service

Time In Service, 6 Hours and 22 Minutes

Property and Contents at Risk and Lost

Property Lost $0
Contents Lost $0

Units Ran and Mileage

Command 37 ran 5 calls
Brush 37 ran 1 call
Utility 37 ran 2 call
Tanker 37 ran 1 calls
Squad 37 ran 15 calls
Engine 37 ran 20 call

Respectfully Submitted,
Frank Dowlin
Fire Chief



MONTHLY REPORT FOR MODENA FIRE CO. NO. 1 AMBULANCE
October 2026 EMS Report

SHIFT BREAKDOWN (12 Hr Shifts – 0600 – 1800 / 1800 – 0600)	
Day	**75**
NIGHT	**50**
TOTAL	**125**

AMBULANCE	MILES
37-1/37-3	2916
37-2	66
Total	2982

Time on Calls	TIME
A1/A3	189.48H
A2	0
TOTAL: 96	**189.48**

MCD:	NUMBER OF CALLS:
Caln Township	4
Coatesville	35
Downingtown	XXX
West Caln	XXX
East Fallowfield Township	30
Highland	1
Modena	7
Newlin Township	2
Uwchlan	XXX
South Coatesville	21
Valley Township	5
West Bradford Township	14
West Brandywine Township	2
West Marlborough Township	4

DISPOSITION	TOTAL
NOT ENTERED (Fire Standby / Recall / Refusal / ETC)	56
PENN Medicine – Chester County Hospital	50
Main Line Health – Paoli Memorial Hospital	17
Christiania Care West Grove	
Ephrata Community Hospital	
Children's Hospital of Philadelphia – KOP/NEMOURS	2

CALL OUTCOME	TOTAL
No Services Required	12
Patient Dead At Scene – Resuscitation Attempted (Without Transport)	XXX
Patient Dead At Scene – No Resuscitation Attempted (Without Transport)	XXX
Patient Refused Care	XXX
Recalled Enroute	8
Recalled On-Scene	4
Recalled Prior to Response	3
Stand-by Public Safety, Fire, or EMS Operational Support Provided	XXX
Treated, Refused Transport	20
Treated, Released to IALS	XXX
Treated, Transferred Care	XXX
Treated, Transported ALS	11
Treated, Transported BLS/IALS 37	60/7
Total	**125**

Total Personal	16
Calls Answered	125
Modena Personal: Total	16
Volunteer	1
Career	17
Hours on Calls	310.39
Average Response Time	1.69 minutes
Average Wait Time at Hospital (Min 2 mins / Max 59 mins)	35 mins

Submitted: Luann Thomas

TOWNSHIP of EAST FALLOWFIELD

FINANCIAL REPORT

November 24, 2026

Township of East Fallowfield
Bank Account Balances
as of October 31, 2026

Fund Name	Bank Account Name	Bank	Trial Balance	Bank Balance
Capital Projects Fund				
	Capital Projects Fund	Meridian Bank	$1,604,477	$1,604,477
	Capital Projects Fund	PLGIT	$567,123	$567,123
	Total Capital Projects Fund Account		**$2,171,600**	**$2,171,600**
General Fund				
	Fire/EMS	Meridian Bank	$951,326	$951,326
	General Fund (incl sweep acct balance)	Meridian Bank	$3,450,756	$3,452,970
	General Fund - Cash Dep Only	Fulton Bank	$3,995	$3,995
	Total General Fund Accounts		**$4,406,077**	**$4,408,292**
Liquid Fuels Fund				
	Liquid Fuels Fund	Meridian	$126,292	$126,292
	Total Liquid Fuels Account		**$126,292**	**$126,292**
Park & Recreation Fund				
	Parks & Recreation Fund	Meridian	$228,614	$228,614
	Total Park & Recreation Account		**$228,614**	**$228,614**
Rebill Fund				
	Rebill/Escrow	Meridian	$51,986	$51,986
	Total Rebill Account		**$51,986**	**$51,986**
Trash Fund				
	Trash	Meridian	$1,193,401	$1,193,429
	Total Trash Account		**$1,193,401**	**$1,193,429**
	East Fallowfield Township Bank Accounts- Meridian Bank		**$7,606,851**	**$7,609,094**
	East Fallowfield Township Bank Accounts- PLGIT		**$567,123**	**$567,123**
	East Fallowfield Township Bank Accounts- Fulton Bank		**$3,995**	**$3,995**
	Total of all East Fallowfield Township Bank Accounts		**$8,177,968**	**$8,180,211**

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
GENERAL FUND						
Revenue						
301 · Real Property Taxes						
301.10 · Real Property Taxes - Current	817,282.57	820,816.00	100%	815,789.90	820,129.00	99%
301.11 · Real Property Taxes - Fire/EMS		0.00	0%		0.00	0%
301.20 · Real Property Taxes - Prior Yea	75,036.90	80,000.00	94%	63,054.63	80,000.00	79%
301.24 · Real Property Taxes - Collect F	-11,955.69	-10,000.00	120%	-12,802.35	-13,000.00	98%
301 · Real Property Taxes - Other	0.00	0.00	0%	0.00	0.00	0%
Total 301 · Real Property Taxes	880,363.78	890,816.00	99%	866,042.18	887,129.00	98%
310 · Local Tax Enabling Act Taxes						
310.10 · Real Estate Transfer Tax	158,530.17	140,000.00	113%	213,819.68	152,150.00	141%
310.20 · Earned Income Tax—Current	1,375,938.36	1,674,000.00	82%	1,436,050.04	1,700,000.00	84%
310.24 · Earned Income Tax—Collector Fee	-16,797.07	-20,758.00	81%	-17,089.01	-20,740.00	82%
310.25 ·ChesCo. Tax Collection Comm.Fee	-3,170.56	0.00	0%	-4,276.38	-3,043.00	141%
310.50 · Local Services Tax—Current	28,245.65	27,500.00	103%	30,734.67	35,000.00	88%
310.54 · Local Services Tax-CollectorFee	-344.73	-341.00	101%	-365.75	-427.00	86%
Total 310 · Local Tax Enabling Act Taxes	1,542,401.82	1,820,401.00	85%	1,658,873.25	1,862,940.00	89%
321 · Business Licenses and Permits						
321.60 · Contractor Registration	0.00	0.00	0%	0.00	0.00	0%
321.61 · Peddler Permit	300.00	0.00	0%	150.00	0.00	0%
321.801 · Comcast Franchise Fee	41,586.84	60,000.00	69%	38,332.80	55,000.00	70%
321.802 · Verizon Franchise Fee	55,294.44	72,000.00	77%	51,619.84	73,000.00	71%
321.90 · Cable Tower Fee	300.00	300.00	100%	300.00	300.00	100%
Total 321 · Business Licenses and Permits	97,481.28	132,300.00	74%	90,402.64	128,300.00	70%
322 · Non-Business Licenses & Permits						
322.50 · Street Opening Permit	6,513.00	4,000.00	163%	5,215.00	3,600.00	145%
322.90 · Miscellaneous Permits	0.00	0.00	0%	0.00	0.00	0%
Total 322 · Non-Business Licenses & Permits	6,513.00	4,000.00	163%	5,215.00	3,600.00	145%
331 · Fines						
331.11 · Vehicle Code Violations	0.00	0.00	0%	0.00	0.00	0%
331.12 · Violations Ordin/Statues/Etc	13,141.53	12,000.00	110%	10,516.08	12,000.00	88%
331.13 · State Police Fines	1,664.49	4,000.00	42%	1,859.73	3,000.00	62%
Total 331 · Fines	14,806.02	16,000.00	93%	12,375.81	15,000.00	83%
341 · Interest Earnings						
341.01 · Interest on Checking	126,009.58	80,000.00	158%	90,024.36	90,000.00	100%
Total 341 · Interest Earnings	126,009.58	80,000.00	158%	90,024.36	90,000.00	100%
342 · Rents & Royalties						
342.53 · Royalties from Cell Tower	44,995.98	50,000.00	90%	43,226.44	50,000.00	86%
342 · Rents & Royalties - Other	0.00		0.00	0.00		0.00
Total 342 · Rents & Royalties	44,995.98	50,000.00	90%	43,226.44	50,000.00	86%
351 · Fed Capital & Operating Grants						
351.12 · FEMA Grant-Emerg Disaster Relife	0.00	0.00	0%	0.00	0.00	0%
Total 351 · Fed Capital & Operating Grants	0.00	0.00	0%	0.00	0.00	0%

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
354 · State Capital & Operating Grant						
354.02 · Public Safety	0.00	0.00	0%	0.00	0.00	0%
354.15 · Recycling/Act 101	0.00	0.00	0%	0.00	0.00	0%
354 · State Capital & Operating Grant - Other	0.00	0.00	0%	0.00	0.00	0%
Total 354 · State Capital & Operating Grant	0.00	0.00	0%	0.00	0.00	0%
355 · State Shared Revenue & Entitle						
355.01 · PURTA	3,172.20	2,000.00	159%	3,395.92	3,009.00	113%
355.05 · General Municipal Pension Syste	111,655.28	80,000.00	140%	122,268.15	112,745.00	108%
Total 355 · State Shared Revenue & Entitle	114,827.48	82,000.00	140%	125,664.07	115,754.00	109%
361 · Charges for Services						
361.31 · Prelim/Final SALDO Plan Fees	0.00	0.00	0%	0.00	0.00	0%
361.34 · Hearing Fees	9,000.00	1,500.00	600%	9,000.00	1,500.00	600%
361.74 · Postage	0.00	0.00	0%	0.00	0.00	0%
361.80 · Grass Cutting or Chipping Srvc	240.00	0.00	0%	0.00	0.00	0%
Total 361 · Charges for Services	9,240.00	1,500.00	616%	9,000.00	1,500.00	600%
362 · Public Safety						
362.100 · Police Services	855.60	500.00	171%	1,885.00	500.00	377%
362.105 · Special Police Services	550.00	500.00	110%	0.00	500.00	0%
362.11 · Police Reports - Copies	0.00	500.00	0%	0.00	500.00	0%
362.41 · Building Permits	425,768.50	120,000.00	355%	119,981.97	110,000.00	109%
362.42 · Stormwater Management Permits	2,047.75	2,000.00	102%	6,656.00	1,000.00	666%
362.50 · Burning Permit	430.00	400.00	108%	150.00	400.00	38%
Total 362 · Public Safety	429,651.85	123,900.00	347%	128,672.97	112,900.00	114%
364 · Sanitation						
364.30 · Trash - Current Year	0.00	0.00	0%	0.00	0.00	0%
364.50 · Recyclable Sales	0.00	0.00	0%	0.00	0.00	0%
364.90 · Trash - Dumpster	-6.00	0.00	0%	0.00	0.00	0%
364.91 · Scrap/TV Disposal	0.00	0.00	0%	0.00	0.00	0%
364.93 · Hazardous Waste Rebate	1,350.36	1,350.00	100%	1,350.36	1,200.00	113%
Total 364 · Sanitation	1,344.36	1,350.00	100%	1,350.36	1,200.00	113%
389 · Misc Revenue						
389.00 · Miscellaneous Revenue	46,144.96	2,500.00	1846%	17,640.40	1,000.00	1764%
389.10 · Insurance Refund	55,602.75	5,000.00	1112%	3,252.00	0.00	0%
389 · Misc Revenue - Other	0.00	0.00	0%	0.00	0.00	0%
Total 389 · Misc Revenue	101,747.71	7,500.00	1357%	20,892.40	1,000.00	2089%
391.10 · Sale of Fixed Assets	9,801.00	0.00	0%	9,125.00	2,000.00	456%
395 · Refunds of Prior Year Expend	506.00	0.00	0%	1,000.00	0.00	0%
Use of Reserves					1,231,677.00	
Total Revenue	3,379,689.86	3,209,767.00	105%	3,061,864.48	4,503,000.00	68%

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
Expense						
400 · Supervisors						
400.105 · Salaries	9,215.28	12,500.00	74%	8,993.06	12,500.00	72%
400.192 · FICA/Medicare	704.99	956.00	74%	687.98	956.00	72%
400.352 · Liability Insurance	0.00	0.00	0%	0.00	0.00	0%
400.460 · Conferences/Training	517.09	1,000.00	52%	624.48	1,000.00	62%
Total 400 · Supervisors	10,437.36	14,456.00	72%	10,305.52	14,456.00	71%
401 · Township Manager						
401.110 · Manager - Salary	113,400.00	140,400.00	81%	117,369.00	144,612.00	81%
401.197 · 457 Plan	2,268.00	2,808.00	81%	5,868.45	2,892.00	203%
401.315 · Employee Medical Contribution	-1,600.62	-1,900.00	84%	-1,600.62	-1,982.00	81%
401.317 · Other Costs	0.00	0.00	0%	0.00	0.00	0%
Total 401 · Township Manager	114,067.38	141,308.00	81%	121,636.83	145,522.00	84%
402 · Auditing Services						
402.311 · Annual Audit Fee	10,920.00	11,000.00	99%	11,025.00	11,500.00	96%
Total 402 · Auditing Services	10,920.00	11,000.00	99%	11,025.00	11,500.00	96%
402.315 · Health/Dental Empl Contribution	0.00	0.00	0%	0.00	0.00	0%
403 · Tax Collection						
403.430 · Tax Collection Committee Fee	0.00	0.00	0%	0.00	0.00	0%
Total 403 · Tax Collection	0.00	0.00	0%	0.00	0.00	0%
404 · Legal						
404.310 · Legal Services	80,140.28	120,000.00	67%	87,295.64	272,000.00	32%
404.314 · Special Legal - Unions	299.00	30,000.00	1%	3,531.50	15,000.00	24%
Total 404 · Legal	80,439.28	150,000.00	54%	90,827.14	287,000.00	32%
405 · Office Administration						
405.110 · Secretary - Wages	26,612.65	33,034.00	81%	34,829.93	32,832.00	106%
405.112 · Treasurer - Salary	77,141.37	96,408.00	80%	79,427.95	97,850.00	81%
405.115 · FT Admin - Wages	41,418.48	108,150.00	38%	31,540.30	128,916.00	24%
405.182 · Admin Salaries for Trash	0.00	-38,884.00	0%	0.00	-39,827.00	0%
405.187 · Admin Medical Opt Out 50%	0.00	9,698.00	0%	0.00	0.00	0%
405.192 · FICA/Medicare	19,282.39	29,658.00	65%	19,530.63	30,922.00	63%
405.194 · Unemployment Compensation	1,081.60	1,000.00	108%	439.34	1,075.00	41%
405.195 · Workers' Compensation	1,118.41	1,000.00	112%	1,705.32	1,370.00	124%
405.196 · Health/Dental Insurance	96,903.56	98,685.00	98%	118,939.40	193,044.00	62%
405.197 · Pension	2,937.12	21,279.00	14%	14,057.19	22,283.00	63%
405.198 · Life / AD&D	549.03	798.00	69%	599.18	880.00	68%
405.199 · STD/LTD	1,340.84	1,019.00	132%	1,597.73	2,689.00	59%
405.315 · Employee Medical Contrib	-4,914.54	-9,102.00	54%	-6,264.26	-13,652.00	46%
405.316 · Aflac Insurance	0.00	0.00	0%	0.00	0.00	0%
405.317 · Aflac Insurance - Employee Cont	0.00	0.00	0%	0.00	0.00	0%
405.353 · Surety & Fidelity - Bonding	7,854.00	4,000.00	196%	3,398.00	5,239.00	65%
405 · Office Administration - Other	0.00		0%	0.00		0%
Total 405 · Office Administration	271,324.91	356,743.00	76%	299,800.71	463,621.00	65%
406 · General Government						
406.210 · Office Supplies	2,521.83	3,000.00	84%	1,493.68	3,250.00	46%
406.215 · Postage	2,477.18	1,500.00	165%	615.12	2,490.00	25%
406.310 · Payroll Service	3,806.32	6,500.00	59%	4,885.26	5,025.00	97%
406.311 · Consultant/Bookkeeping Help	7,500.00	5,000.00	150%	0.00	0.00	0%

East Fallowfield Township
Detailed Budget vs Actual
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	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
406.317 · Other Services/Charges	3,255.33	2,000.00	163%	2,610.46	2,615.00	100%
406.321 · Telephone	1,930.25	2,500.00	77%	1,990.61	2,400.00	83%
406.324 · Mobile Phone	924.09	1,500.00	62%	731.16	1,020.00	72%
406.341 · Advertising	2,774.40	5,000.00	55%	3,315.56	4,320.00	77%
406.342 · Printing/Newsletter	983.00	3,000.00	33%	1,012.00	1,000.00	101%
406.352 · Liability Insurance	6,382.97	7,350.00	87%	6,850.48	6,702.00	102%
406.384 · Rent - Copier/Postage Meter	2,221.00	3,000.00	74%	2,635.50	2,676.00	98%
406.391 · Credit Card Processing Fees	649.11	1,200.00	54%	0.00	0.00	0%
406.392 · Bank Fees	315.84	100.00	316%	812.98	900.00	90%
406.393 · Late Fees	0.00	0.00	0%	3.02	0.00	0%
406.420 · Dues/Memberships/Subscriptions	5,210.00	5,000.00	104%	5,054.99	6,005.00	84%
406.450 · Codification/Transparency	995.00	15,000.00	7%	2,165.00	13,000.00	17%
406.454 · Document Digitization	650.00	2,000.00	33%	650.00	5,000.00	13%
406.460 · Meetings and Education	5,515.01	12,000.00	46%	7,348.35	11,725.00	63%
406.520 · Library Donation	0.00	9,000.00	0%	0.00	9,000.00	0%
Total 406 · General Government	48,111.33	84,650.00	57%	42,174.17	77,128.00	55%
407 · IT						
407.325 · Internet Fees	3,759.61	4,000.00	94%	3,957.66	4,763.00	83%
407.452 · Contracted IT Service	14,457.00	14,000.00	103%	11,395.00	26,000.00	44%
407.453 · Computer Repairs/Maint/Equip	848.71	1,000.00	85%	2,347.80	1,000.00	235%
407.454 · Website	0.00	0.00	0%	0.00	0.00	0%
407.455 · Email Hosting	23.44	0.00	0%	24.37	25.00	97%
407.456 · Software/Web Applications	1,366.29	2,000.00	68%	2,051.97	1,510.00	136%
Total 407 · IT	20,455.05	21,000.00	97%	19,776.80	33,298.00	59%
408 · Engineering						
408.313 · Engineering Services	17,273.88	19,000.00	91%	31,356.38	20,000.00	157%
Total 408 · Engineering	17,273.88	19,000.00	91%	31,356.38	20,000.00	157%
409 · General Govt Buildings						
409.236 · Building Supplies	660.51	1,500.00	44%	1,409.83	1,000.00	141%
409.351 · Property Insurance	2,125.68	1,500.00	142%	2,047.52	2,231.00	92%
409.361 · Electricity	5,992.20	4,250.00	141%	5,318.89	6,600.00	81%
409.362 · Gas	5,575.78	7,000.00	80%	6,113.53	6,000.00	102%
409.373 · Building Repair/Maintenance	3,962.60	4,000.00	99%	4,134.06	4,790.00	86%
409.430 · Taxes	7,731.45	8,000.00	97%	7,968.65	8,103.00	98%
Total 409 · General Govt Buildings	26,048.22	26,250.00	99%	26,992.48	28,724.00	94%
410 · Police						
410.110 · Chief - Salary	99,519.16	114,618.00	87%	108,864.95	134,928.00	81%
410.112 · FT Officer - Salaries	349,270.00	441,514.00	79%	358,060.41	463,635.00	77%
410.114 · Admin Assistant - Wages	23,433.08	28,325.00	83%	25,941.79	29,744.00	87%
410.115 · PT Officer - Wages	112,891.24	137,719.00	82%	81,549.66	161,598.00	50%
410.171 · Leave - Vacation	27,817.87	54,957.00	51%	31,657.77	57,710.00	55%
410.172 · Leave - Holiday	61,360.77	41,955.00	146%	59,045.52	52,758.00	112%
410.176 · Leave - Personal	10,738.78	17,481.00	61%	13,271.74	18,357.00	72%
410.177 · Leave - Sick	19,692.17	19,963.00	99%	18,324.93	21,714.00	84%
410.178 · Leave - Chart/Kelly Time	43,518.83	45,452.00	96%	44,265.18	47,729.00	93%
410.180 · Overtime Pay	17,063.18	20,600.00	83%	31,932.10	21,000.00	152%
410.181 · Court Overtime Pay	9,344.93	16,480.00	57%	8,512.28	13,896.00	61%
410.182 · Special Detail - Prof. ERT	3,300.00	3,000.00	110%	3,630.00	3,630.00	100%
410.184 · Sick Pay Buy-Back	0.00	15,000.00	0%	0.00	15,000.00	0%
410.185 · Vacation Pay Buy-Back	0.00	0.00	0%	0.00	0.00	0%
410.187 · Medical Opt Out - 50%	16,135.56	20,000.00	81%	18,960.06	23,033.00	82%

East Fallowfield Township
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	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
410.188 · 457 Plan (Twp Contribution)	3,024.06	0.00	0%	3,269.49	4,048.00	81%
410.192 · FICA/Medicare	59,676.44	71,838.00	83%	60,287.20	81,174.00	74%
410.194 · Unemployment Compensation	3,329.01	5,000.00	67%	1,599.43	3,010.00	53%
410.195 · Workers' Compensation	30,659.12	39,900.00	77%	44,745.82	39,981.00	112%
410.196 · Health/Dental Insurance	199,864.90	239,769.00	83%	234,953.00	282,616.00	83%
410.197 · Pension	28,379.69	86,969.00	33%	123,370.75	85,217.00	145%
410.198 · Life / AD&D	2,589.45	3,479.00	74%	2,634.10	3,319.00	79%
410.199 · STD/LTD	3,740.37	3,111.00	120%	4,246.90	5,105.00	83%
410.210 · Office Supplies	1,136.60	2,000.00	57%	1,533.62	2,000.00	77%
410.215 · Postage	39.63	50.00	79%	0.00	50.00	0%
410.220 · Operating Supplies	1,126.46	2,500.00	45%	429.45	2,500.00	17%
410.224 · Medical Supplies	801.65	500.00	160%	363.27	1,000.00	36%
410.225 · Laboratory / Testing Supplies	2,500.00	2,500.00	100%	1,855.00	2,198.00	84%
410.231 · Vehicle Fuel - Gasoline	12,424.05	17,500.00	71%	13,519.74	17,000.00	80%
410.236 · Building Supplies	352.53	1,000.00	35%	386.90	800.00	48%
410.238 · Clothing and Uniforms	6,164.67	7,000.00	88%	7,535.93	6,000.00	126%
410.242 · Ammunition	4,207.37	5,000.00	84%	1,375.67	5,000.00	28%
410.261 · Vehicle Equipment	1,712.34	2,000.00	86%	1,273.55	2,000.00	64%
410.315 · Health/Dental - Employee Contri	-9,687.25	-11,988.00	81%	-11,304.80	-14,131.00	80%
410.316 · Aflac Insurance	1,630.86	1,927.00	85%	1,630.86	1,927.00	85%
410.317 · Aflac Insurance - Employee Cont	-1,556.73	-1,927.00	81%	-1,556.73	-1,927.00	81%
410.318 · Other Services & Charges	1,788.85	6,000.00	30%	4,964.76	4,000.00	124%
410.319 · Other	0.00	0.00	0%	0.00	0.00	0%
410.321 · Telephone	3,614.74	4,500.00	80%	3,723.69	4,500.00	83%
410.324 · Mobile Phones	2,067.19	900.00	230%	1,635.16	1,740.00	94%
410.325 · Internet	0.00	0.00	0%	0.00	0.00	0%
410.338 · Court Parking	0.00	0.00	0%	0.00	0.00	0%
410.351 · Property Insurance	2,823.20	1,995.00	142%	2,838.00	2,964.00	96%
410.352 · Liability Insurance	20,494.98	23,600.00	87%	20,474.77	21,520.00	95%
410.355 · Auto Insurance	16,736.19	13,650.00	123%	16,603.82	16,143.00	103%
410.361 · Electricity	2,200.73	2,250.00	98%	2,312.68	2,800.00	83%
410.362 · Gas	1,033.22	1,500.00	69%	1,042.47	1,650.00	63%
410.366 · Water	461.78	1,000.00	46%	666.07	840.00	79%
410.373 · Building Repair/Maintenance	2,040.47	3,000.00	68%	1,421.14	3,700.00	38%
410.374 · Vehicle/Equipment Repair	25,690.63	20,000.00	128%	26,580.05	18,000.00	148%
410.384 · Copier Rent	3,203.97	2,750.00	117%	2,337.51	3,250.00	72%
410.420 · Dues/Memberships/Subscriptions	4,867.16	2,000.00	243%	5,034.16	5,100.00	99%
410.450 · CODY - Contracted Service	27,002.34	27,835.00	97%	20,918.40	27,750.00	75%
410.452 · Contracted IT	7,913.00	5,000.00	158%	5,890.00	8,400.00	70%
410.454 · Computer Repair/Maint/Equip	2,146.75	3,000.00	72%	2,507.02	3,000.00	84%
410.460 · Meetings and Education	5,185.00	17,000.00	31%	3,992.05	17,000.00	23%
410.461 · Community Relations	124.80	1,000.00	12%	122.20	1,000.00	12%
Total 410 · Police	1,275,595.79	1,592,172.00	80%	1,419,229.49	1,736,976.00	82%

East Fallowfield Township
Detailed Budget vs Actual
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	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
413 · Code Enforcement						
413.210 · Office Supplies	19.99	0.00	0%	10.77	20.00	54%
413.270 · Code Enforcement Software	0.00	12,500.00	0%	10,300.00	12,500.00	82%
413.310 · Code Enforcement/Zoning Srvcs	249,237.41	80,000.00	312%	83,408.52	71,500.00	117%
413.454 · UCC Permit Fee	1,395.00	2,500.00	56%	742.50	2,500.00	30%
413 · Code Enforcement - Other	0.00	0.00	0%	0.00	0.00	0%
Total 413 · Code Enforcement	250,652.40	95,000.00	264%	94,461.79	86,520.00	109%
414 · Planning & Zoning						
414.110 · Zoning Hearing Board Wages	900.00	1,500.00	60%	1,475.00	300.00	492%
414.192 · FICA/Medicare	68.85	115.00	60%	112.83	23.00	491%
414.247 · Planning Commission Budget	0.00	2,500.00	0%	480.00	2,000.00	24%
414.248 · Historic Commission Budget	0.00	2,500.00	0%	215.59	2,000.00	11%
414.310 · ZHB Court Reporter	1,161.50	2,500.00	46%	993.25	400.00	248%
414.314 · ZHB Legal Service	6,682.92	5,000.00	134%	3,576.00	1,500.00	238%
414.315 · PC Legal Service	0.00	0.00	0%	0.00	0.00	0%
414.317 · BOS Court Reporter	0.00	2,000.00	0%	0.00	0.00	0%
414.318 · Other	0.00	250.00	0%	0.00	0.00	0%
414.341 · Advertising	2,406.28	2,000.00	120%	1,819.39	550.00	331%
414.420 · Dues & Memberships	0.00	1,000.00	0%	0.00	250.00	0%
414.460 · Meetings and Education	320.00	500.00	64%	0.00	500.00	0%
Total 414 · Planning & Zoning	11,539.55	19,865.00	58%	8,672.06	7,523.00	115%
422 · Animal Control						
422.450 · SPCA	9,423.50	12,000.00	79%	14,307.20	17,000.00	84%
Total 422 · Animal Control	9,423.50	12,000.00	79%	14,307.20	17,000.00	84%
427 · Trash/Recycling						
427.367 · TV/Tire/Dumping Fees	288.00	0.00	0%	0.00	0.00	0%
427.420 · Recycling Authority Membership	0.00	0.00	0%	0.00	0.00	0%
Total 427 · Trash/Recycling	288.00	0.00	0%	0.00	0.00	0%
429 · ACT 537						
429.313 · ACT 537 - Engineering	405.00	5,000.00	8%	3,760.00	5,000.00	75%
429.314 · ACT 537 - Legal	0.00	1,000.00	0%	0.00	1,000.00	0%
Total 429 · ACT 537	405.00	6,000.00	7%	3,760.00	6,000.00	63%
430 · Public Works						
430.110 · Foreman - Salary	41,147.14	54,318.00	76%	52,882.01	56,147.00	94%
430.112 · FT Road Crew - Salaries	157,267.65	165,667.00	95%	179,075.06	215,756.00	83%
430.116 · PT - Road Crew	0.00	37,670.00	0%	0.00	0.00	0%
430.117 · PT - Snow Plowers	3,341.97	10,000.00	33%	4,594.00	7,500.00	61%
430.118 · PT - Summer Grass Cutters	20,468.51	20,000.00	102%	21,481.71	21,000.00	102%
430.171 · Leave - Vacation	7,514.14	3,570.00	210%	10,513.60	12,184.00	86%
430.172 · Leave - Holiday	6,626.00	8,569.00	77%	9,637.73	12,483.00	77%
430.176 · Leave - Personal	822.16	714.00	115%	1,389.55	1,320.00	105%
430.177 · Leave - Sick	6,157.09	7,141.00	86%	8,374.77	11,799.00	71%
430.180 · Foreman - Overtime Pay	5,528.40	6,000.00	92%	4,631.58	10,670.00	43%

East Fallowfield Township
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	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
430.181 · FT Road Crew - Overtime Pay	13,474.34	12,000.00	112%	9,272.57	20,414.00	45%
430.182 · PW Salaries for Trash	0.00	-63,869.00	0%	0.00	-81,483.00	0%
430.192 · FICA/Medicare	19,503.02	24,912.00	78%	22,489.37	28,249.00	80%
430.194 · Unemployment Compensation	1,693.27	3,850.00	44%	826.49	2,215.00	37%
430.195 · Workers' Compensation	20,170.47	26,250.00	77%	29,534.86	26,303.00	112%
430.196 · Health/Dental Insurance	70,886.80	92,250.00	77%	73,764.58	88,035.00	84%
430.197 · Pension	13,115.70	15,750.00	83%	14,697.20	20,446.00	72%
430.198 · Life / AD&D	756.68	427.00	177%	430.00	542.00	79%
430.199 · STD/LTD	2,774.02	1,194.00	232%	1,676.20	1,996.00	84%
430.210 · Office/Shop Supplies	4,002.78	2,500.00	160%	1,556.69	2,500.00	62%
430.220 · Operating Supplies	2,401.55	2,500.00	96%	378.10	1,000.00	38%
430.224 · Medical Supplies	53.21	0.00	0%	44.89	250.00	18%
430.231 · Vehicle Fuel - Gasoline	9,922.96	10,000.00	99%	8,611.86	13,260.00	65%
430.238 · Clothing/Uniform	1,440.00	1,440.00	100%	1,900.00	1,440.00	132%
430.242 · PA One Call	272.06	350.00	78%	338.47	480.00	71%
430.246 · Street Signs	2,802.00	500.00	560%	2,432.83	1,500.00	162%
430.250 · Repair/Maintenance Supplies	1,206.18	2,000.00	60%	2,203.56	2,000.00	110%
430.260 · Small Tools/Minor Equipment	4,896.50	5,505.00	89%	5,853.45	6,000.00	98%
430.315 · Health/Dental - Employee Contri	-6,603.99	-9,450.00	70%	-6,988.00	-8,868.00	79%
430.316 · Aflac Insurance	927.96	1,097.00	85%	927.96	1,097.00	85%
430.317 · Aflac Insurance-Employee Contr	-802.08	-1,097.00	73%	-885.78	-1,097.00	81%
430.318 · Other Services & Charges	6,784.67	2,000.00	339%	4,620.99	4,373.00	106%
430.324 · Mobile Phones	834.10	1,200.00	70%	766.13	945.00	81%
430.351 · Property Insurance	9,658.32	6,825.00	142%	9,302.48	10,141.00	92%
430.352 · Liability Insurance	5,927.05	6,825.00	87%	5,920.75	6,223.00	95%
430.355 · Auto Insurance	19,534.61	15,750.00	124%	21,473.18	20,512.00	105%
430.372 · Vehicle-Repair/Maintenance	11,620.25	12,500.00	93%	10,513.80	12,500.00	84%
430.373 · Building-Repair/Maintenance	974.24	1,000.00	97%	2,781.08	1,500.00	185%
430.374 · Equipment-Repair/Maintenance	25,765.12	7,500.00	344%	15,237.28	10,000.00	152%
430.420 · Dues & Memberships	130.00	250.00	52%	0.00	200.00	0%
430.460 · Meetings and Education	0.00	1,000.00	0%	0.00	1,000.00	0%
Total 430 · Public Works	492,994.85	496,608.00	99%	532,261.00	542,532.00	98%
438 · Maintenance & Repairs of Roads						
438.372 · Road Improvements	300.48	1,000.00	30%	7,135.88	1,000.00	714%
Total 438 · Maintenance & Repairs of Roads	300.48	1,000.00	30%	7,135.88	1,000.00	714%
446 · Stormwater Management						
446.313 · MS4 Engineering	4,151.50	20,000.00	21%	5,399.00	15,000.00	36%
446.314 · MS4 Legal	0.00	0.00	0%	0.00	0.00	0%
446.317 · MS4 Permit Compliance	2,500.00	10,000.00	25%	2,899.20	5,000.00	58%
Total 446 · Stormwater Management	6,651.50	30,000.00	22%	8,298.20	20,000.00	41%
454 · Parks						
454.247 · Park & Rec Commission Budget	0.00	0.00	0%	0.00	0.00	0%
454.371 · Park Maintenance	2,968.86	4,000.00	74%	3,156.03	4,200.00	75%
Total 454 · Parks	2,968.86	4,000.00	74%	3,156.03	4,200.00	75%
491 · Refund of Prior Year Revenues	0.00	0.00	0%	0.00	0.00	0%

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
492 · Interfund Operating Transfers						
492.10 · Transfer to General Fund-Reserv		2,917.00	0%		0.00	0%
492.18 · Transfer to Capital Funds	0.00	1,000,000.00	0%	0.00	1,000,000.00	0%
492.19 · Transfer to Trash Fund	0.00	0.00	0%	0.00	0.00	0%
492.36 · Tranfer to Liquid Fuels	1,908.00	0.00	0%	1,299.13	0.00	0%
492.36 · Tranfer to Fire/EMS	0.00	0.00	0%	0.00	0.00	0%
Total 492 · Interfund Operating Transfers	1,908.00	1,002,917.00	0%	1,299.13	1,000,000.00	0%
66900 · Reconciliation Discrepancies	0.00	0.00	0%	0.00	0.00	0%
Total Expense	2,651,805.34	4,083,969.00	65%	2,746,475.81	4,503,000.00	61%
Net Income (Loss)	**727,884.52**	**-874,202.00**	-83%	**315,388.67**	**0.00**	0%

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
TRASH FUND						
Revenue						
341.01 · Interest on Checking	25,388.35	7,000.00	363%	27,507.25	25,000.00	110%
354.00 · State Capital/Operating Grants	0.00	0.00	0%	0.00	0.00	0%
354.15 · Recycling / Act 101	4,702.03	0.00	0%	0.00	4,500.00	0%
364.30 · Trash - Current Year	1,254,276.39	1,234,800.00	102%	1,252,596.05	1,245,102.00	101%
364.31 · Trash - Prior Year	2,801.70	2,000.00	140%	5,264.68	2,500.00	211%
364.32 · Trash - Collections - 2005-2018	1,542.14	1,500.00	103%	5,738.29	750.00	765%
364.34 · Trash - Penalty Fees	0.00	0.00	0%	0.00	0.00	0%
364.35 · Trash Certifications	0.00	0.00	0%	0.00	0.00	0%
364.36 · Portnoff Notice Fee Collection	0.00	0.00	0%	0.00	0.00	0%
364.50 · Recyclable Sales	0.00	0.00	0%	0.00	0.00	0%
364.90 · Trash - Dumpster	428.00	250.00	171%	855.00	250.00	342%
364.91 · Scrap / TV Disposal	0.00	0.00	0%	682.00	0.00	0%
392.XX · Use of Reserves	0.00	0.00	0%	0.00	0.00	0%
Total Revenue	1,289,138.61	1,245,550.00	103%	1,292,643.27	1,278,102.00	101%
Expense						
427.112 · Trash Personnel Costs	0.00	102,753.00	0%	0.00	121,309.00	0%
427.310 · Trash Invoicing/Education	0.00	0.00	0%	0.00	0.00	0%
427.314 · Collection Notice Expense	0.00	600.00	0%	0.00	0.00	0%
427.317 · Hazardous Waste Collection	1,820.50	2,500.00	73%	2,108.10	3,000.00	70%
427.319 · TV/Tire/Dumping Fees - Bulk Trash Events	0.00	0.00	0%	1,574.93	27,410.00	6%
427.367 · Trash/Recycling Hauling Service	648,712.40	778,256.00	83%	693,483.20	832,528.00	83%
427.368 · Trash Tipping Fees	196,956.76	225,000.00	88%	207,033.90	256,855.00	81%
427.369 · Recycling Processing/Marketing	14,812.53	30,000.00	49%	16,741.66	25,000.00	67%
427.374 · Vehicle Repairs/Fuel	0.00	10,000.00	0%	104.63	10,000.00	1%
427.390 · Bank Charges	0.00	0.00	0%	0.00	0.00	0%
427.420 · Recycling Authority Membership	2,000.00	2,000.00	100%	2,000.00	2,000.00	100%
492.000 · Surplus added to Reserves	0.00	97,758.00	0%	0.00	0.00	0%
492.000 · Transfer to Capital Fund	0.00	0.00	0%	0.00	0.00	0%
66900 · Reconciliation Discrepancies	0.00	0.00	0%	0.00	0.00	0%
Total Expense	864,302.19	1,248,867.00	69%	923,046.42	1,278,102.00	72%
Net Income/(Loss)	**424,836.42**	**-3,317.00**	**-12808%**	**369,596.85**	**0.00**	**0%**

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
FIRE/EMS FUND						
Revenue						
301.11 · Real Property Taxes - Fire/EMS	715,722.55	748,140.00	96%	713,535.25	747,513.00	95%
341.02 · Interest on Checking	21,479.87	5,000.00	430%	23,629.54	20,000.00	118%
355.07 · Foreign Fire Insur Tax	57,648.82	51,232.00	113%	56,425.34	57,650.00	98%
Total Revenue	794,851.24	804,372.00	99%	793,590.13	825,163.00	96%
Expense						
411.110 · Salaries/Wages	1,033.26	1,378.00	75%	313.80	1,378.00	23%
411.192 · FICA/Medicare	79.04	105.00	75%	24.00	105.00	23%
411.194 · Unemployment Compensation	22.23	0.00	0%	7.41	30.00	25%
411.195 · Workers' Compensation	0.00	25,000.00	0%	0.00	20,000.00	0%
411.231 · Vehicle Fuel - Gasoline	1,614.69	7,000.00	23%	0.00	3,000.00	0%
411.238 · Clothing and Uniforms	0.00	0.00	0%	0.00	0.00	0%
411.242 · Supplies	89.10	0.00	0%	0.00	100.00	0%
411.317 · Other Services & Charges	0.00	0.00	0%	0.00	0.00	0%
411.324 · Mobile Phones	603.38	600.00	101%	75.62	660.00	11%
411.363 · Hydrant Service	29,394.47	31,000.00	95%	30,922.20	37,009.00	84%
411.374 · Vehicle Repair	0.00	0.00	0%	0.00	0.00	0%
411.420 · Dues and Memberships	225.00	350.00	64%	225.00	350.00	64%
411.460 · Meetings and Education	0.00	0.00	0%	0.00	0.00	0%
411.540 · Subsidy to Fire Companies	225,000.00	300,000.00	75%	301,377.68	300,000.00	100%
411.541 · Subsidy to Fire Relief Assoc.	57,648.82	51,232.00	113%	56,425.34	57,650.00	98%
411.542 · Subsidy to EMS Companies	136,581.00	182,108.00	75%	182,108.00	182,108.00	100%
411.543 · Capital Expenditures - Modena	20,000.00	20,000.00	100%	23,954.82	20,000.00	120%
411.544 · Capital Expenditures - Westwood	0.00	85,299.00	0%	87,032.00	85,299.00	102%
411.543 · Capital Expenditures - Reserve	0.00	53,200.00	0%	0.00	-32,099.00	0%
411.492 · Operating Expenditures Reserve	0.00	132,398.00	0%	0.00	149,573.00	0%
Total Expense	472,290.99	889,670.00	53%	682,465.87	825,163.00	83%
Net Income/(Loss)	**322,560.25**	**(85,298.00)**	**-378%**	**111,124.26**	**-**	**0%**

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
LIQUID FUELS FUND						
Revenue						
341.01 · Interest on Checking	5,040.12	0.00	0%	4,645.37	4,000.00	116%
354.03 · Winter/Severe Winter Agree	21,857.11	43,459.00	50%	74,386.91	40,000.00	186%
355.02 · Liquid Fuels Tax	290,409.96	286,070.00	102%	285,976.51	280,327.00	102%
355.03 · State Turnback Allocation	29,440.00	28,120.00	105%	29,440.00	29,440.00	100%
392.02 · Transfer from Capital Fund	0.00	75,000.00	0%	0.00	0.00	0%
392.35 · Use of Fund Balance	0.00	35,601.00	0%	0.00	0.00	0%
389.00 · Miscellaneous Revenue	1,908.00	0.00	0%	0.00	0.00	0%
Total Revenue	348,655.19	468,250.00	74%	394,448.79	353,767.00	111%
Expense						
430.232 · Diesel Fuel	7,718.90	12,000.00	64%	7,747.06	11,000.00	70%
430.260 · Small Tools/Minor Equipment	3,195.00	5,000.00	64%	0.00	0.00	0%
430.310 · Fuel Pump Repair	0.00	0.00	0%	0.00	0.00	0%
430.313 · Engineering Services	0.00	10,000.00	0%	0.00	0.00	0%
430.317 · Other	0.00	0.00	0%	0.00	0.00	0%
430.384 · Rental of Machinery /Equipment	1,327.62	0.00	0%	0.00	0.00	0%
430.740 · Capital Purchases	0.00	0.00	0%	0.00	0.00	0%
432.221 · Road Salt	83,206.63	45,000.00	185%	85,311.62	50,000.00	171%
433.220 · Traffic Control Devices/Signs	1,772.00	0.00	0%	0.00	0.00	0%
434.361 · Street Lights - Electricity	1,302.73	1,250.00	104%	1,342.68	1,505.00	89%
436.371 · Storm Drain Repairs	2,157.35	5,000.00	43%	2,442.11	3,000.00	81%
437.245 · Shop Supplies	0.00	0.00	0%	0.00	0.00	0%
437.372 · Vehicle-Repair/Maintenance	10,772.82	10,000.00	108%	5,994.81	10,000.00	60%
437.374 · Equipment-Repair/Maintenance	7,035.98	10,000.00	70%	10,783.06	10,000.00	108%
437.375 · Mower-Repair/Maintenance	0.00	0.00	0%	0.00	0.00	0%
438.220 · Aggregate {Asphalt/Stone/Etc}	13,873.69	20,000.00	69%	475.83	20,000.00	2%
438.310 · Highway/Shoulder - Maintenance	500.00	0.00	0%	0.00	22,000.00	0%
439.371 · Road Paving/Improvements	323,626.17	350,000.00	92%	213,869.65	226,262.00	95%
66900 · Reconciliation Discrepancies	0.00	0.00	0%	0.00	0.00	0%
Total Expense	456,488.89	468,250.00	97%	327,966.82	353,767.00	93%
Net Income/(Loss)	**-107,833.70**	**0.00**	**0%**	**66,481.97**	**0.00**	**0%**

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
PARK AND RECREATION FUND						
Revenue						
322.05 · Concert in the Park Sponsors	12,750.00	12,000.00	106%	12,750.00	12,000.00	106%
322.06 · Concert in the Park Vendors	90.00	430.00	21%	185.00	0.00	0%
341.01 · Interest on Checking	5,230.98	1,750.00	299%	5,130.69	4,250.00	121%
367.20 · Park & Rec - Fee in Lieu of	0.00	0.00	0%	0.00	0.00	0%
Use of Reserves	0.00	21,137.00	0%	0.00	63,750.00	0%
Transfer from General Fund	0.00	0.00	0%	0.00	0.00	0%
Donations	0.00	700.00	0%	0.00	0.00	0%
Memorial Park Bench	0.00	4,000.00	0%	0.00	0.00	0%
Pavillion Rental	1,150.00	750.00	153%	1,550.00	750.00	207%
Misc Income	0.00	0.00	0%	450.00	0.00	0%
Grants	34,500.00	40,000.00	86%	0.00	0.00	0%
Total Revenue	53,720.98	80,767.00	67%	20,065.69	80,750.00	25%
Expense						
Landscaping Shade Trees	81.00	1,500.00	5%	3,428.90	1,250.00	274%
Miscellaneous Expense	8,240.52	0.00	0%	902.70	0.00	0%
Pond Cleanup Project	0.00	0.00	0%	9,249.17	50,000.00	18%
Playground Equipment	18,608.97	26,267.00	71%	458.00	0.00	0%
ECA expenses from Donations	0.00	700.00	0%	0.00	0.00	0%
Park Public Bathroom	0.00	0.00	0%	0.00	0.00	0%
New Pavillion	0.00	0.00	0%	0.00	0.00	0%
Engineering Fees	0.00	0.00	0%	0.00	0.00	0%
454.24 · Bee/Butterfly Garden	0.00	0.00	0%	0.00	0.00	0%
454.25 · Tag's Memorial Garden	635.19	1,500.00	42%	0.00	1,000.00	0%
454.27 · Park & Rec Commission	0.00	0.00	0%	0.00	0.00	0%
Professional Services	6,250.00	0.00	0%	100.00	6,000.00	2%
454.461 - Lighting	0.00	0.00	0%	0.00	0.00	0%
454.493 · Park Events/Concert in the Park	10,308.95	12,000.00	86%	8,378.25	12,000.00	70%
454.49 · Park Events Other	8,611.00	8,000.00	108%	4,153.07	9,000.00	46%
Water Service (restroom)	0.00	0.00	0%	0.00	0.00	0%
Restroom Maintenance	426.49	1,500.00	28%	313.45	1,500.00	21%
492.000 · Surplus added to Reserves	0.00	33,800.00	0%	0.00	0.00	0%
Surveillance Cameras	0.00	0.00	0%	0.00	0.00	0%
Internet (cameras)	0.00	0.00	0%	0.00	0.00	0%
Transfer to Park & Rec Fund	0.00	0.00	0%	0.00	0.00	0%
Total Expense	53,162.12	85,267.00	62%	26,983.54	80,750.00	33%
Net Income/(Loss)	**558.86**	**-4,500.00**	**-12%**	**-6,917.85**	**0.00**	**0%**

East Fallowfield Township
Detailed Budget vs Actual
October 31, 2026

	Actual October 2025	2025 Budget	% of Budget	Actual October 2026	2026 Budget	% of Budget
CAPITAL FUND						
Revenue						
Contributions		0.00	0%		0.00	0%
341.00 · Interest	39,279.61	20,000.00	196%	54,323.64	57,000.00	95%
353.00 · DCED Grant			0%	56,328.00		0%
354.00 · Commonwealth of PA Grant	5,388.41	0.00	0%		0.00	0%
387.00 · Contributions from Private Source		0.00	0%	5,000.00	0.00	0%
387.XX · DCED Reimb Grant - Mortonville Rd		891,000.00	0%		0.00	0%
387.XX · DCED Reimb Grant - Mortonville Rd Bridge			0%	100,000.00	300,000.00	33%
387.XX · DCED Reimb Grant - Sawmill Road Culvert			0%		250,000.00	0%
387.XX · DCED Reimb Grant - Fuel Pump		0.00	0%		56,328.00	0%
387.00 · Grant - Newlinville Traffic Calming		250,000.00	0%		250,000.00	0%
Sale of Fixed Assets		20,000.00	0%		0.00	0%
392.XX · Transfer in from Trash Fund		0.00	0%		0.00	0%
392.00 · Transfer in from General Fund		1,000,000.00	0%		0.00	0%
392.00 · Transfer to Municipal Building Project					1,000,000.00	0%
392.XX · Use of Reserves		482,941.00	0%		762,661.00	0%
Total Revenue	44,668.02	2,663,941.00	2%	215,651.64	2,675,989.00	8%
Expense						
Bank Fees	15.00	0.00	0%	0.00	0.00	0%
Document Digitization		5,000.00	0%		0.00	0%
Surveys and Studies	9,548.50	12,050.00	79%	0.00	12,000.00	0%
Township Website		25,000.00	0%		25,000.00	0%
Computers - revolving schedule		5,200.00	0%	1,039.92	4,000.00	26%
Computers - Server for Admin		12,000.00	0%			0%
Newlinville Village Master Plan			0%			0%
Newlinville Traffic Calming	17,034.00	200,000.00	9%	1,880.25		0%
Printing			0%			0%
Software and Services			0%			0%
Software and Services - PD Grant	5,388.41		0%	0.00		0%
Software and Services - Code Enforcement	12,800.00	30,000.00	43%	0.00		0%
Fuel Pump Replacement		0.00	0%	0.00		0%
410.74 · Police - Capital Purchase/Lease	81,966.67	174,275.00	47%	87,021.39	91,958.00	95%
430.74 · Capital Purchase - Mach/Equip	297,373.76		0%	75,668.00	207,000.00	37%
439.000 · Repairs & Maint. - Highways	124,517.99	1,245,113.00	10%	117,211.88	1,325,380.00	9%
454.00 · Capital Projects - Park			0%			0%
462.310 Subdivision/Land Development			0%			0%
471.00 · Capital Lease Principal Payment	10,107.98	10,159.00	99%	7,753.01	10,363.00	75%
472.00 · Loan interest	543.30	493.00	110%	235.45	288.00	82%
491.000 · Refund of Prior Year Expenditure			0%			0%
Transfer to Liquid Fuels	0.00	75,000.00	0%	0.00		0%
492.000 · Transfer to Parks & Rec Fund			0%			0%
Reserves - Municipal Building Project					1,000,000.00	0%
66900 · Reconciliation Discrepancies			0%			0%
Total Expense	559,295.61	1,794,290.00	31%	290,809.90	2,675,989.00	11%
Net Income/(Loss)	**-514,627.59**	**869,651.00**	**-59%**	**-75,158.26**	**0.00**	**0%**

East Fallowfield East Fallowfield Township - General Fund
Payment Authorization Detail
November 11 through November 24, 2026

	Type	Date	Num	Due Date	Aging	Open Balance
21st Century Media						
	Bill	10/05/2026	PAA154187	10/15/2026	35	251.97
	Bill	11/12/2026	188771	11/22/2026		165.52
Total 21st Century Media						417.49
AmTrust North America						
	Bill	11/06/2026	WWC3843888-4th	11/16/2026	3	16,444.00
Total AmTrust North America						16,444.00
ASAP Hydraulics, Inc.						
	Bill	11/06/2026	4089413	11/16/2026	3	157.60
	Bill	11/12/2026	4090357	11/22/2026		94.94
Total ASAP Hydraulics, Inc.						252.54
CCHPN						
	Bill	11/19/2026	MD2027009	11/29/2026		125.00
Total CCHPN						125.00
CCSIGA						
	Bill	11/09/2026	2027 Dues	11/19/2026		55.00
Total CCSIGA						55.00
Chester County Treasurer						
	Bill	11/12/2026	202626004511	11/22/2026		22.72
Total Chester County Treasurer						22.72
Fulton Bank CommUNITY Card						
	Bill	11/06/2026	10/8/26-11/6/26	11/16/2026	3	1,900.95
Total Fulton Bank CommUNITY Card						1,900.95
Hafer Petroleum Equipment, LTD.						
	Bill	10/21/2026	31034	10/21/2026	29	365.00
Total Hafer Petroleum Equipment, LTD.						365.00
Honey Brook Outdoor Power						
	Bill	10/14/2026	109113	10/24/2026	26	54.45
Total Honey Brook Outdoor Power						54.45
Key Business Solutions						
	Bill	11/12/2026	40292	11/22/2026		27.00
Total Key Business Solutions						27.00
Keystone Municipal Services, Inc.						
	Bill	11/05/2026	41347-75;82-84;41420	12/05/2026		16,541.47
Total Keystone Municipal Services, Inc.						16,541.47
NAPA Auto Parts {Coatesville}						
	Bill	11/13/2026	162722	11/23/2026		226.88
	Bill	11/16/2026	162871	11/26/2026		138.40
Total NAPA Auto Parts {Coatesville}						365.28
Pennoni Associates Inc						
	Bill	11/06/2026	1349060	11/16/2026	3	259.50
	Bill	11/06/2026	1349061	11/16/2026	3	86.50
	Bill	11/06/2026	1349062	11/16/2026	3	930.50
	Bill	11/06/2026	1349066	11/16/2026	3	648.75
	Bill	11/06/2026	1349067	11/16/2026	3	126.25
	Bill	11/06/2026	1349068	11/16/2026	3	216.25
	Bill	11/06/2026	1349070	11/16/2026	3	43.25
Total Pennoni Associates Inc						2,311.00
Pennsylvania American Water						
	Bill	11/05/2026	210029460622-11/5/26	11/15/2026	4	67.89
Total Pennsylvania American Water						67.89
Pennsylvania Municipal Health Insur. Coop						
	Bill	11/09/2026	272059-1	11/19/2026		28,488.94
Total Pennsylvania Municipal Health Insur. Coop						28,488.94
Pennsylvania One Call System, Inc.						
	Bill	10/31/2026	1193066	11/10/2026	9	63.80
Total Pennsylvania One Call System, Inc.						63.80
Petroleum Traders Corporation						
	Bill	11/10/2026	2238034	11/20/2026		506.11
	Bill	11/17/2026	2240035	11/27/2026		447.70
Total Petroleum Traders Corporation						953.81
Primo Brands - Police						
	Bill	11/03/2026	26J0435888474	11/13/2026	6	14.47
Total Primo Brands - Police						14.47
Scott Swichar						
	Bill	11/04/2026	11/4/2026-Travel	11/14/2026	5	117.80
Total Scott Swichar						117.80

East Fallowfield East Fallowfield Township - General Fund
Payment Authorization Detail
November 11 through November 24, 2026

	Type	Date	Num	Due Date	Aging	Open Balance
Siana Law, LLP						
	Bill	11/05/2026	106355	11/15/2026	4	4,412.04
	Bill	11/05/2026	106356	11/15/2026	4	1,639.06
	Bill	11/05/2026	106357	11/15/2026	4	235.00
	Bill	11/05/2026	106359	11/15/2026	4	282.00
Total Siana Law, LLP						6,568.10
Sirchie Acquisition Company						
	Bill	06/23/2026	0744293-IN	07/03/2026	139	74.51
Total Sirchie Acquisition Company						74.51
Wiggins Shredding, Inc.						
	Bill	11/03/2026	0010587-CC Fee	11/03/2026	16	19.95
Total Wiggins Shredding, Inc.						19.95
TOTAL						**75,251.17**

East Fallowfield Township - Trash Fund
Payment Authorization Detail
November 11 through November 24, 2026

	Type	Date	Num	Due Date	Aging	Open Balance
Chester County Solid Waste Authority						
	Bill	11/07/2026	80483	11/17/2026	12	7,062.32
Total Chester County Solid Waste Authority						7,062.32
Treasurer of Chester County						
	Bill	11/10/2026	2026-2	11/20/2026	9	2,100.15
Total Treasurer of Chester County						2,100.15
TOTAL						**9,162.47**

East Fallowfield Township - Liquid Fuels Fund
Payment Authorization Detail
November 11 through November 24, 2026

	Type	Date	Num	Due Date	Aging	Open Balance
Anderson Truck & Auto Repair, Inc						
	Bill	11/04/2026	121009	11/14/2026	5	87.00
Total Anderson Truck & Auto Repair, Inc						87.00
Guidemark, Inc						
	Bill	10/30/2026	41483	11/09/2026	10	19,308.00
Total Guidemark, Inc						19,308.00
Guttman Energy						
	Bill	11/06/2026	R26159138	12/06/2026		92.16
Total Guttman Energy						92.16
PECO {01003} NEW01111						
	Bill	11/04/2026	3968601111-11/4/26	11/14/2026	5	58.97
Total PECO {01003} NEW01111						58.97
Walter & Jackson, Inc.						
	Bill	10/22/2026	2610-119581	11/01/2026	18	50.61
Total Walter & Jackson, Inc.						50.61
TOTAL						**19,596.74**

East Fallowfield Township - Capital Fund
Payment Authorization Detail
November 11 through November 24, 2026

	Type	Date	Num	Due Date	Aging	Open Balance
PA Municipal, Inc.						
	Bill	11/11/2026	6242141	12/11/2026		96,895.00
Total PA Municipal, Inc.						96,895.00
Pennoni Associates, Inc						
	Bill	11/06/2026	1349069	11/16/2026	3	2,469.00
	Bill	11/06/2026	1349071	11/16/2026	3	169.50
Total Pennoni Associates, Inc						2,638.50
TOTAL						**99,533.50**

East Fallowfield Township - Park Recreation Fund
Payment Authorization Detail
November 11 through November 24, 2026

	Type	Date	Num	Due Date	Aging	Open Balance
Fulton CommUNITY Visa Card						
	Bill	11/06/2026	10/8/26-11/6/26	11/21/2026		294.81
Total Fulton CommUNITY Visa Card						294.81
Solitude Lake Management, LLC.						
	Bill	09/22/2026	PSI303226	10/07/2026	43	3,896.00
	Bill	10/28/2026	PSI311487	11/12/2026	7	3,472.00
Total Solitude Lake Management, LLC.						7,368.00
TOTAL						**7,662.81**

East Fallowfield Township - Escrow Fund
Payment Authorization Detail
November 11 through November 24, 2026

	Type	Date	Num	Due Date	Aging	Open Balance
Pennoni Associates, Inc						
	Bill	11/06/2026	1349063	11/21/2026		4,274.00
	Bill	11/06/2026	1349064	11/21/2026		43.25
	Bill	11/06/2026	1349065	11/21/2026		43.25
Total Pennoni Associates, Inc						4,360.50
Siana Law, LLP						
	Bill	11/05/2026	106360	11/20/2026		329.00
Total Siana Law, LLP						329.00
TOTAL						**4,689.50**

East Fallowfield Township - Interim Payments
PAYMENT AUTHORIZATION DETAIL
November 11 through November 24, 2026

Type	Num	Date	Name	Item	Account	Paid Amount
Check	ONL0124	11/19/2026	Great American Financial Services{Office}		100.01 · Meridian Bank - GF - Checking	250.00
TOTAL					**Total Interim Bills Paid**	250.00

East Fallowfield Township
Total of All Bills Paid November 11 through November 24, 2026

TOTAL ALL BILLS	**$**	**216,146.19**

East Fallowfield Township,
Chester County, Pennsylvania
Resolution No. 2026-14

A Resolution Authorizing Application to the 2026 PECO Green Region Open Space Program for the East Fallowfield Township Community Park Tree Planting – Phase II Project

WHEREAS, the Township of East Fallowfield desires to undertake the Community Park Tree Planting – Phase II Project; and,

WHEREAS, the Township of East Fallowfield desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and,

WHEREAS, the Township of East Fallowfield has received and understands the 2026 PECO Green Region Open Space Program Guidelines.

THEREFORE, BE IT RESOLVED THAT the East Fallowfield Township Board of Supervisors hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of $5,000; and,

BE IT FURTHER RESOLVED, THAT, if the application is granted, the Township of East Fallowfield commits to the expenditure of matching funds in the amount of $5,000 necessary for the project's success.

SO RESOLVED this 24th day of November 2026.

BOARD OF SUPERVISORS
FALLOWFIELD TOWNSHIP

_____
Wilson T. Lambert, Jr. Chair

_____
Robert Sparr, Vice Chair

_____
Katja DiRado, Member

_____
Al Wright, Member

_____
Deborah Stoff, Member

Attest:

_____
Township Secretary

EAST FALLOWFIELD
TOWNSHIP CHESTER COUNTY,
PENNSYLVANIA
RESOLUTION 2026-15

Be it RESOLVED, that the Township of East Fallowfield of Chester County hereby request a Statewide Local Share Assessment grant of $64,702.10 from the Commonwealth Financing Authority to be used for a police department vehicle in East Fallowfield Township.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Scott Swichar, Township Manager as the official(s) to execute all documents and agreements between the Township of East Fallowfield and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Anja Twite, duly qualified Secretary of the Township of East Fallowfield Chester County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a regular meeting held on November 24, 2026 and said Resolution has been recorded in the Minutes of the Township of East Fallowfield and remains in effect as of this date.

Municipality of East Fallowfield Township
Chester County, Pennsylvania

BOARD OF SUPERVISORS
FALLOWFIELD TOWNSHIP

_____
Wilson T. Lambert, Jr. Chair

_____
Robert Sparr, Vice Chair

_____
Katja DiRado, Member

_____
Al Wright, Member

_____
Deborah Stoff, Member

Attest:

_____
Township Secretary

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of East Fallowfield this 24th day of November, 2026.

Reidenbach
& Associates, LLC | Attorneys

The Law Firm of the Main Line®

Scott R. Reidenbach, Esq.
E-mail: scott@reidenbachlaw.com

November 18, 2026

East Fallowfield Township
c/o Scott Swichar, Township Manager
2264 Strausburg Road
East Fallowfield, PA 19320

RE: Engagement Letter

Dear Scott:

This letter shall confirm the terms and conditions under which Reidenbach & Associates, LLC (the "Firm") will represent East Fallowfield Township (the "Client") in our capacity as your Solicitor.

I am enclosing our Standard Terms of Engagement for Legal Services (the "Standard Terms"), setting forth the standard terms upon which our Firm accepts client engagements. Our engagement as your counsel will be governed by these Standard Terms to the extent not expressly modified by this letter. By signing this Engagement Letter, I will assume that you are in agreement with these terms and conditions. Please advise if otherwise or if you have any questions as to our engagement.

In connection with our representation of the East Fallowfield Township, the Firm will bill on a monthly basis for our fees and disbursements. Michael G. Crotty, Esquire, will be the primary attorney in our office designated to handle representation of the East Fallowfield Township. Mike serves as the Firm's Director of Municipal Services, at an hourly of $235/hour. However, in operating as a firm, you will have at your disposal all of the expertise and legal resources that the firm can bring to bear – be they other partners, associates, paralegals or legal assistants.

Through assigning work within the Firm in this manner, we strive to achieve the most efficient mix of seniority and expertise, with the goal of providing effective, economical representation to you. All hourly rates are subject to change from time to time, typically on an annual basis at the commencement of the calendar year. In addition to our fees, you will be responsible for payment of our other charges as set forth in our Standard Terms.

Kindly return a signed copy of this letter to our attention. As an added convenience to our clients, we accept ACH, credit card and other forms of payment. ***Please note that we will not commence any work on your behalf until we receive the signed Engagement Letter.***

If this letter does not correctly reflect your understanding of the terms and conditions of our representation, please inform me at once. By signing this Engagement Letter, I will assume that you are in agreement with these Terms and Conditions.

Very truly yours,

/s/ Scott R. Reidenbach	***/s/ Michael G. Crotty***
Scott R. Reidenbach	Michael G. Crotty
Founding Principal	Director of Municipal Services

SRR/mar
Attachment: Standard Terms of Engagement for Legal Services July 2026
(VIA HAND DELIVERY or DOCUSIGN, ONLY) *(sswichar@eastfallowfield.org)*

Read, Acknowledged, and Agreed:

_____
Signature: Scott Swichar, Township Manager

_____
Name/Title

_____
Date

REIDENBACH & ASSOCIATES, LLC STATEMENT OF STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms upon which Reidenbach & Associates, LLC (the "**Firm**") accepts engagements to act on behalf of its clients. This statement is to be read in conjunction with our Engagement Letter (collectively, the "**Agreement**"). Unless expressly modified by our Engagement Letter, or in subsequent writing by mutual agreement signed on behalf of the Firm and the Client, these terms will be an integral part of our arrangement with you. Therefore, we ask that you review this statement carefully and write us promptly if you have any questions.

The Client

The person or entity that we represent is the person or entity identified in our Engagement Letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, if you are an entity, then we do not have an attorney-client relationship with your subsidiaries, parent company or other business entities, even those in a commonly controlled group, nor with your owners, shareholders, members, managers, partners, directors, officers, employees or agents; and if you are an individual, then we do not have an attorney-client relationship with your spouse, children, other family members, those who may be making payments on your behalf, nor anyone who you may authorize during the course of this representation to receive certain disclosures and information. Therefore, our representation of you will not impair our ability to represent another client with interests adverse to any such affiliate, agent or family member, such that your consent is unnecessary.

Particularly in the case of business entities that are part of complex corporate structures, we are very frequently not in a position to determine what entities may be affiliated with a client, or what the nature of that affiliation may be. Regardless of any internal arrangements for the management and affairs between our client and any such affiliate(s), such as operational commonality including consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership, it is understood that we will not have an attorney-client relationship with any such affiliates as described above.

The Scope of Our Work

With new clients, the scope of our initial engagement is described in the Engagement Letter accompanying this statement. With existing clients, we may not provide a description as to new matters upon which we are asked to provide services depending on the circumstances, but we will always be willing to provide such a description if asked. Depending on the circumstances, we may require that a new Agreement be executed prior to additional work being performed. In any engagement, we will limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. By way of illustration, we will not investigate or opine on claims against third parties or insurance coverage that is or may be available unless it is so stated in the Engagement Letter, or you have specifically requested that we do so. Where you request specific services or advice or otherwise limit our engagement, we will confine our activities to those limitations to the extent reasonably possible. In that event, you should understand we will not investigate or advise you on other areas of law or potential consequences or issues arising outside these parameters. We will likewise limit our engagement and scope of services as requested to accommodate instructions to avoid incurring costs or to limit the amount of fees we incur. Such limitations may result in our not taking steps or performing work that we would otherwise consider advisable. Please note that, especially in matters involving active litigation, while our attorneys would strive

to follow any such limitations given, they may need to take certain actions as directed by the Court and/or to otherwise act in compliance with the applicable rules of professional conduct. Subject to the applicable Rules of Professional Conduct, the Firm reserves the right to refuse work if the request is outside the scope of the applicable nature of work typically performed, with efforts made to provide a referral if possible.

At times we are asked by our clients to express our opinion as to the outcome of the matters on which we are working. Such evaluations are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. The outcome of legal matters and proceedings cannot be predicted with certainty.

Unless our Engagement is previously terminated by either of us in writing, our Engagement will continue until completion of our attention to the substantive matters for which we were engaged. You may terminate this Engagement at any time for any reason upon written notice. Such termination, however, shall not relieve you of the obligation to pay the Firm for all services rendered and costs and expenses paid or incurred on your behalf in accordance with this Agreement prior to the date of such termination.

This Agreement is made in Chester County, Pennsylvania, and is governed by and shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Who Will Provide the Services

Customarily, each client of the Firm shall have a principal contact who is a lawyer. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be delegated to and performed by other lawyers, paralegals and/or other legal professionals in the Firm. This delegation may be for the purpose of involving such persons with experience and knowledge in a given area or for the purpose of providing services on the most efficient and timely basis. Where practicable, we will notify you if a new team member is assisting on your matter, but should circumstances prohibit advance notice, we will always be willing to provide an introduction or explanation if asked. In addition, we identify any person substantively working on your file, including your principal lawyer, as well as any assisting lawyers, paralegals and other professionals, by noting same by initials/name on your invoices. Our paralegals and other legal professionals are not lawyers, but possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities. They may include law clerks or summer associates (typically law students or graduated students possessing their J.D., but not yet admitted to the bar), billing specialists, legal assistants, analysts, administrative assistants, legal externs, office management, etc.

Disclosures

Our firm has a business relationship with a local title company to which we may recommend your title work. While this gives us additional control and oversight in the title and conveyance process, it also means that we benefit financially from the title company. We feel it is important to disclose this to you, and we are happy to answer any questions you may have. One or more of our attorneys may serve in local legislative agencies which may or may not affect your residential area or place of business. You are encouraged to learn more about our team members at: www.reidenbachlaw.com. We practice transparency. Additional details can be provided upon request.

One or more counterparts of this agreement may be delivered by facsimile or a signature transmitted by email, with the intention that they shall have the same effect as an original counterpart hereof. A Firm copy of this Agreement kept in the ordinary course of business shall serve as an original. This Agreement may not be amended, except by a writing signed by both parties hereto. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, express or implied, oral or written, relating to such subject matter.

While the Firm endeavors only to use providers it deems to be in compliance with the Rules of Professional Conduct, the Firm makes no representation or warranty on behalf of such provider with respect to the collection, custody, use, disclosure, or control of the client confidential information or such provider's privacy and cyber security policies and in no event shall the Firm be liable for losses attributable to the negligence or greater culpability of such vendor.

Terms of Payment

We will bill you on a regular basis, roughly every month, for billable time, fees and other charges incurred within a thirty (30) day billing cycle. The billing will be reflected in an invoice showing the timekeeper, time billed and a brief description of the work performed, together with any charges expensed to your account. The Firm's invoices will be sent via email to the email address on file. It is your responsibility to ensure we have an updated e-mail address at all times. In the event that someone other than you should receive the Firm's invoice, please provide such directives in writing and provide appropriate contact information. The Firm's invoice may be printed and sent via mail upon request, but postage and copying charges may occur as a result. All invoices are due within thirty (30) days of the date of our invoices. The invoices are typically dated the first of the month and detail the work performed the month, or so, prior. We rely on you to pay us promptly. In the event of multiple persons or entities in a client relationship with the Firm on any singular account, each and every client who signs the Engagement Letter will be jointly and/or severally liable for any unpaid invoices. Unpaid invoices may accrue interest at the rate of 1.5% per month. If you are unable to make a payment in full when due, kindly contact our Billing Specialist(s) as soon as possible to discuss a potential short-term accommodation.

CORPORATE CLIENTS: If a company or corporate client fails to pay our invoices, the owner and/or principals of the company whose signature is reflected on the signed Engagement Letter shall be deemed personal guarantors and will be held personally and individually responsible for any/all unpaid fees or charges.

INTERIM BILLING: The Firm also reserves the right in its sole discretion to require an advance deposit or retainer replenishment at any time based on past payment history, creditworthiness or other factors that may cause the Firm to conclude it is appropriate to do so. You hereby authorize us to put any attorneys' fees or expenses of the Firm that are due and owing at the time of any real estate closing on the ALTA settlement statement or HUD-1, as applicable, to be paid directly to the Firm at the time of settlement. The Firm also reserves its right, at its discretion, to issue an interim bill (or an invoice covering less than the aforementioned thirty (30) day billing period) on a case-by-case basis.

GRANT OF LIEN: If invoices become past due while the client, or former client, has an active litigation matter or any other proceeding yielding a settlement, or in anticipation of any such potential settlement, the Firm reserves the right to lien the amount of any unpaid invoices accordingly. In addition,

you hereby grant this firm a lien on any and all claims and causes of action which you may assert in any court action brought by us on your behalf, and/or for which we provide representation in, under this Agreement. Such Attorney Charging Lien shall be in addition to all other rights of this firm to receive sums owing from you under this Agreement.

SETTLEMENT PROCEEDS: Regardless of whether a written agreement exists between you and our Firm that requires you to pay attorneys' fees and expenses on a monthly or ongoing basis, if the firm obtains a settlement payment(s) on your behalf, we will require that all settlement check(s) be made payable jointly to your name and the name of the Firm, and to be delivered by overnight mail or wire to the Firm, which shall then be deposited into the Firm's IOLTA (trust) account. Any attorneys' fees and/or expenses due and owing at that time will be paid first to our Firm out of the settlement proceeds. The remaining balance, if any, will be disbursed to you.

FORM OF PAYMENT: To facilitate convenient payment options, we offer the ability to accept credit or debit cards through a merchant service provider. When choosing to make payment using a credit card or debit card, certain merchant service fees may apply. A valid credit or debit card is required to be of record at all times. No cash is accepted. After the initial retainer payment, no personal checks are accepted by mail. Kindly drop off any/all payments via personal check either in-person, using our after-hours drop box, or a reliable overnight parcel delivery service. Certified bank checks or money orders may be accepted on a case-by-case basis but delivered in the same manner as any personal check. We also now accept Venmo.® Please note that the use of any payment method other than personal check or ACH electronic payment can result in an additional convenience fee, which will not be applied towards the balance due.

CREDIT CARD ON FILE: Please note that a valid (unexpired) credit card must be kept of record with the Firm at all times during your representation. You may update or change the Credit Card On File at any time by visiting our secure payment portal. Please note that if any balance owed to the firm becomes delinquent by more than thirty (30) days, the Firm may, at its discretion and without any notice to you, charge the Credit Card On File for the overdue amount or full account balance then owed. If the Credit Card On File becomes expired, or invalid for payment for any reason, including but not limited to exceeding the card's credit limit, a request to update the Credit Card On File shall be provided pursuant to the notice provisions of the Failure to Cure Section below. Please note that, following such a request and unless otherwise waived in the manner outlined in the Client Section Responsibilities below, a failure to update the Credit Card on File within ten (10) days of such notice shall be deemed a failure to satisfy a mandatory obligation of the client to this Firm and thereby be grounds for the Firm to unilaterally terminate representation and/or refuse to provide future services. If you do not have a credit card, an alternative financial source may be arranged in lieu of posting a credit card, but only upon request and subject to availability.

FAILURE TO CURE: In addition to the terms as set forth in the Sections below entitled "Client Responsibilities" and "Termination and Withdrawal", in the event your account becomes delinquent due to non-payment or partial payments resulting in a carry-over balance, you will be notified of the outstanding balance by way of an email notice to the email address on file with our office. It is your obligation to ensure updated contact information at all times, and the notice by email shall not be ineffective for notice purposes even if never read. If an invalid email address, or no email address, was provided, the notice shall be sent via first-class mail to the mailing address on file with our office and deemed effective upon deposit into the mailbox. If payment is not made in full, or if mutually acceptable arrangements are not made, within ten (10) days of such notice, the Firm reserves the right to cease providing legal services, withdraw as your counsel in accordance with the

Pennsylvania Rules of Professional Conduct, and pursue collection of the unpaid balance through appropriate legal means. In addition, delinquent balances may accrue interest at the rate of 1.5% per month (18% annually), and you may be responsible for any costs of collection, including reasonable attorneys' fees.

Advance Deposits

The advance deposit, also referred to as a retainer fee, is a prepayment deposit towards future services, is charged for fees and other charges as our legal services are provided. New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm at the time of initial engagement. Existing clients may also be required to provide advance deposits for any new matters if the Firm believes that is appropriate under the circumstances. Clients may also be asked to pay a retainer replenishment at any time the advance deposit balance approaches $0.00, which must be paid, in an amount to be determined, to replenish the advance deposit to the agreed level. Billing invoices will be furnished to you for purposes of disclosing the fees and other charges deducted from any advance deposit on account and state the amount, if any, remaining unpaid and owing after application of any applicable retainer. At the conclusion of our legal representation, or at such time as the advance deposit is no longer necessary, the unapplied funds of the remaining retainer amount balance will be returned to you.

Any advance deposit or retainers paid to the Firm will be placed or held in a trust, escrow or other segregated account. No interest is paid on amounts held by us in our trust, escrow or segregated accounts. By making the initial advance deposit, and by replenishing or increasing it from time to time, you grant us a security interest in the balance of the advance deposit we hold in our account from time to time to secure payment of incurred fees and other charges for which you are responsible. You authorize us to apply the deposit to any fees and charges that you owe us for any services we have provided. They Firm typically applies retainer funds to fees and charges at the end of each month or within 72 hours of the invoice date/issuance of your invoice. Other deposits that we receive to cover specific items will also be held by us in our account (without interest paid to you), applied against the cost of the specific expense referenced on the applicable billing invoice, with any remainder disbursed pursuant to this Agreement. If a case is scheduled for trial, the Firm, at its sole discretion, may require a non-refundable trial retainer from the client, to be paid prior to trial, in an amount to be determined by the Firm.

How Fees Will Be Set

In determining the fees charged for the legal services rendered, the Firm considers several factors, including:

- The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly;
- The amount of money or value of property involved and the results desired;
- The time limitations imposed by you as our client or by the circumstances of the engagement;
- The experience, reputation and ability of the lawyers performing the services;
- The likelihood that performance of the legal services will preclude other employment of our Firm by other clients; and

- The immediacy, method, and frequency of communications needed to complete the work.

Among these factors, the time and effort required are typically weighted most heavily. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, and other related matters. We strongly believe that peer discussion and review is an important element of providing quality services, and so our time records will often reflect discussions amongst the legal assistants and between lawyers within our Firm concerning the matters in which we have been engaged.

The hourly rates of our lawyers and legal professionals applicable to the type of engagement have an important bearing on the fees we charge but are not necessarily the sole basis on which those fees are charged. Even where hourly rates are used as the primary basis of computing our fees, they can and will be adjusted up or down according to the circumstances. Our hourly rates are reviewed at least annually and may be changed periodically to reflect current levels of experience of the lawyers and legal professionals involved, changes in overhead costs, and other factors. Our invoices, based on hourly rates, will reflect our applicable rates as of the date of the invoice, regardless of when the work referenced in the invoice was performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost is invariably more or less than the amount estimated.

The Firm reserves the right to charge a premium for rush, emergency, holiday, weekend and/or after hours legal services at a rate of 150% of an attorney's hourly rate.

Other Charges

In representing our clients, in addition to our time, there typically are other charges that we itemize separately and expense. These may include fees charged by government agencies and charges from service vendors, as well as clerical charges. Typical of such charges are messenger, courier, and express delivery fees; photocopying, desktop publishing or printing and reproduction charges; process servers; submission, registration and/or filing fees, including charges for filings with governmental agencies and courts; court reporter fees for deposition transcripts and the like; witness fees; travel expenses; computerized legal research charges; and charges made by outside experts and consultants, most commonly abstractors, accountants, appraisers, and other legal counsel acting as experts (unless arrangements have been made for such outside professionals to bill the client directly). Certain of these other charges may represent more than the direct cost to contribute towards covering our overhead expenses. We incur outside charges as pass-through agents for our clients, who may be asked to make direct payment to the vendor on a timely basis. If the anticipated expense is significant, such as an expert's retainer prior to issuing a report, or if realty transfer taxes are due at the time of a deed's recording, etc., we may require that you pay such expenses directly or in advance.

To the extent that the principal lawyer recommends that an outside professional (one not employed by the Firm) be separately retained to aid in the course of your representation, such as through providing an expert opinion or providing non-legal service(s) through lobbyists, investigators, patent agents, research librarians, environmental analysts, translators, draftsmen other technical (non-legal) specialists, such as for construction, engineering, design consultation or the like, etc., the Firm reserves the right to engage such professionals directly (with client consent) or to request the client directly hire such professionals. Either way, in the event such a

professional is hired, it is understood that responsibility for payment of the outside professional's service is the responsibility of the client, and not the Firm.

Should the Firm be sued for nonpayment of any outside professional's or vendor's charges due to the Client's non-payment of such expense, the Firm reserves the right to join the Client, and/or his/her/their/its successors or assigns, to such litigation as an indispensable party. Further, the Client hereby agrees to indemnify the Firm for reasonable attorneys' fees incurred by the Firm in the event of such litigation.

In engagements that raise issues of foreign law, it is necessary for us, or the client, to engage foreign counsel. Please note that not all attorneys are admitted to the practice of law in all states. In this context, foreign refers to any state or jurisdiction where the principal lawyer is not barred. If we engage foreign counsel on your behalf, we will typically require the execution of terms of engagement with foreign counsel, and that you pay the foreign counsel's fees directly or prepay the anticipated fees and charges to us before we remit payment to foreign counsel on your behalf. Depending on the circumstances, you may be asked to pay a retainer, or a prepayment deposit towards future services, in order to secure the foreign counsel's services prior to any work being performed by the foreign counsel. We are not guarantors of the work of foreign counsel nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist us specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy. If you wish to participate in the selection of foreign counsel, you may do so.

In lieu of charging certain clients for routine copy charges, printing, document storage, postage and administrative fees, we reserve the right to instead charge a flat $50 Monthly Administrative Services Fee (MASF) or a $150 Quarterly Administrative Services Fee (QASF). This fee is not an additional fee, but in place of itemized charges for the foregoing expenses. The MASF or QASF will be billed to your account on the last day of each month that we provided any legal services for you or your company and will be reflected on the following month's invoice from the Firm. Large copy jobs and FedEx charges will still be itemized and expensed to client accounts each month.

Waiver of Certain Potential Conflicts of Interest

As we have several lawyers and other professionals representing hundreds of clients in various states, it is foreseeable that our representation of our other clients may be, or become, directly adverse to your interests from time to time in matters on which our firm is not representing you. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer, or law firm, from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. In accordance with such rules, our firm will notify you in writing of any conflicts of interest that may arise or be discovered during the course of our representation of you and agree to provide representation to the adverse party only if we receive your consent in writing, *i.e.* conflict waiver. To the extent that the conflict of interest does not substantially relate to the matters for which we are representing you, we would ask that you waive the conflict and allow the representation to occur. You should bear in mind that your consent authorizes us to take on unrelated representations for other parties or entities to whom we are adverse in matters, transactions or disputes on which we represent you, which may require certain disclosures, including advising our other clients (i) on the scope of your property rights, (ii) in transactions with you or negotiating or interpreting legal documents that affect your rights; (iii) on the existence, assertion or defense of legal claims against you or that you may have against our other clients; or (iv) on any disputes with you, even in court. Please note that, even if you provide consent, the foregoing consent does not affect our obligation to

protect confidential information you share with us in connection with our representation of you nor cease our duty to refrain from using any such information to your detriment.

Use of Publicly Available Information

We will always protect nonpublic, confidential information related to your representation in accordance with our professional obligations. It is, however, helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g. in public filings, government publications, press releases, on the Internet and the like).

Artificial Intelligence ("AI")

From time to time, and where appropriate, the attorneys and staff in our office may utilize AI technology in their discretion to provide more expedient, cost effective and efficient legal services.

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We may use generative AI (GenAI) tools such as Lexis Protégé or Westlaw CoCounsel to assist us with performing due diligence, contract and document review, conducting legal research, drafting legal documents, or other legal tasks if we deem it appropriate. Although GenAI tools create efficiencies that enable us to provide legal services on a more cost-effective basis, they are not a substitute for attorney judgment and experience. As part of the scope of our representation, we independently review GenAI-assisted work product for accuracy, completeness, and compliance with applicable laws, rules, and regulations. We will refrain from using GenAI tools if you notify us in writing that you desire us not to use such tools during the course of our representation of you.

Services We Expressly Do Not Provide

Lawyers in our law firm may from time to time serve in elected or appointed positions with various governmental or regulatory bodies. Members of our law firm must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you acknowledge and confirm that your engagement with the Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Client Responsibilities

You agree to be truthful with us, to cooperate fully with us, to provide promptly all information (including documents and electronic data) known or available to you relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. You should discuss these issues with us at the outset of our engagement involving any claim or litigation, unless you have a sophisticated document retention policy and program that addresses these matters, and you are familiar with these requirements. You should also discuss these issues with us as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request. You also agree to keep us updated as to your current mailing address and contact

information, including a working phone number and valid email address. You also agree to pay our statements for services and other charges in accordance with these terms of engagement. Unless an express waiver of this requirement is obtained in writing from an authorized agent of the Firm, all clients must have a valid (unexpired) credit card that has been entered as the Credit Card on File. Clients can update the credit card on file at any time by visiting our secure payment portal. Further, is it expressly understood and agreed to by the parties to this engagement that in the event any payment to the Firm is processed using a credit card as the funding source of the payment, regardless of whether the credit used was or was not the Credit Card On File, you will not dispute and disclaim such charges or take any other action once the Firm's charges are pending to said credit card to reverse, stop or nullify said charges. Any charges to a client's credit card or other funding source, including but not limited to the Credit Card On File, that are reversed at the client's request shall be an immediate delinquency and grounds to terminate the representation, with any costs associated with the reversal of the Firm's charges to be borne solely and irrefutably by the client.

You will assist and cooperate fully with us with respect to this Engagement. In connection with this Engagement, you will be available to discuss issues as they arise, comment on and approve draft documents we prepare, and attend and participate in meetings, preparation sessions, court proceedings, and other activities. You also agree to be truthful and to fully and accurately disclose to us all facts that may be relevant to the matter or that we otherwise may request. You will timely provide any new information that you receive about the matter so that we can represent you effectively.

Should any differences, disagreement, or dispute between you and the Firm arise as to its representation of you, or on account of any other matter, you agree to submit such disagreements to binding arbitration or mediation, the cost of which shall be borne equally by you and the Firm.

Signing the Engagement Letter will constitute your acknowledgement that you have an absolute right in the first instance (and obligation under the Agreement) to submit any fee disputes between you and this Firm to the appropriate fee dispute program available from the Chester County Bar Association for resolution, and should that method not be available or fully resolve the issues, you have an obligation to submit any fee or other dispute to binding arbitration or mediation as set forth in this Section instead of and in place of submitting such issues for resolution by a court of law. Your consent, evidenced by execution of the Engagement Letter, to the methods of alternative dispute resolution (ADR) set forth in this Section constitutes a waiver on your part to have such disputes resolved by a court, including having the matter determined by a jury. The Firm expressly reserves the right to bypass ADR and file suit against you for unpaid fees in any court or competent jurisdiction.

If you do not pay an invoice in full within thirty (30) days of the date of the invoice, or as otherwise agreed, you agree that we may immediately discontinue providing services, and in the event of litigation or pending proceeding, withdraw from representing you after providing reasonable notice of our intention to do so. If you wish to have your file transferred to new counsel, and without the need for our attorneys to seek leave to withdraw, you must promptly provide your new counsel's contact information and/or have the appropriate paperwork filed with the applicable court or tribunal.

After withdrawal, we may pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and reasonable attorneys' fees. If your account is referred to a collection agency, you agree to reimburse the Firm the fees and costs of any such collection agency, which would be added to the underlying amount due. In such event, at the time your account is placed with an

agency for collection, an additional amount would be added to your account based on a percentage at a maximum of 40% of the debt, plus all reasonable costs and expenses subsequently incurred in such collection efforts. The Firm reserves the right to pursue collection of any past due accounts in-house, meaning in the event the Firm pursues you for collection on a past due account through its own attorneys, you are responsible for any collection fees and costs, specifically including reasonable attorneys' fees billed by the Firm's attorneys and staff at the then-current hourly rates, plus all incurred expenses. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession as well as on any real or personal property recovered or obtained as a result of our work on your behalf.

The Firm reserves the right to assign your debt to a third-party or affiliated entity for collection and/or litigation.

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of time, fees and other charges incurred before termination and in connection with an orderly transition of the matter. If you are involved in active litigation, and/or one or more of our attorneys have entered his/her/their appearance with the Court on your behalf, and you do not obtain alternate counsel to appear in their place, the Firm may be required under the applicable Rules of Court and/or Code of Ethics to take certain action with the Court, including but not limited to preparing and filing the requisite paperwork to withdraw as your counsel, with attendance and participation at any court event subsequently scheduled as a result to determine such filings.

We may terminate the Engagement at any time for: (a) any reason upon written notice, subject to an obligation to give you reasonable notice to permit you to obtain alternative representation and subject to applicable ethical provisions; (b) non-payment of our fees and expenses; or (c) in any other context permitted under the applicable Rules of Professional Conduct. If the Engagement is terminated, you will be responsible for paying our fees and expenses through both the date of termination ***and during the additional period while we are making other reasonable arrangements that you specify, such as transferring the matter to successor counsel.***

In certain circumstances, we may seek to terminate the representation subject to the Rules of Professional Conduct. We try to identify in advance and discuss with you any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give you prompt written notice of our withdrawal. Generally, withdrawal can be accomplished so long as it is without material adverse effect on the interests of the client. Even if the client is adversely affected by our withdrawal, the Rules of Professional Conduct allow withdrawal in certain scenarios, such as if you do not fulfill your client responsibilities (See, Section above), including a failure to pay our invoices when due, or if we determine that our relationship has become impaired to such extent that continued representation would be difficult, such as by your refusal to follow our advice relating to a representation and failing to communicate.

Unless previously terminated, our representation of you in any matter will terminate upon our completion of the services you retained us to perform pursuant to the scope of work noted on the Engagement Letter, upon payment in full of our final invoice, and/or upon receipt of notice of file closure.

Our representation of you in any matter is limited to that specific matter and will not give rise to any

ongoing attorney-client relationship. After termination of our representation of you in any matter, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after such termination. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, these terms of engagement will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and advances incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After termination of our representation of you in any matter, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

Document Retention & Destruction

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. To the extent that certain documents must appear in hard copy, they will be preserved until they have served their appointed purpose, at which time they will be destroyed or returned to you for safekeeping. To the extent that you are requested to provide us with documents, we can provide you with an electronic means of transfer, or if you leave original hard copies with our office to scan/copy, the originals will be returned to you unless you have indicated that they can be destroyed.

We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you.

Throughout the course of our representation of you, you will receive courtesy copies of much of the documentation making up the file. You are encouraged to preserve your own file, as a collection of these records as they are provided to you, for record keeping and future reference purposes. You may request copies of documents from us during the course of your representation at any time; however, please note that additional activity on your matter will be reflected on the invoice for the next applicable billing cycle. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials.

The Firm may send you documents, correspondence, and other information related to the representation, including by email. These copies will be your file copies. The Firm reserves the right to destroy the file documents

and records, subject to all applicable law, and in accordance with its "Document Retention Policy" and the Rules of Professional Conduct, unless we mutually agree to another arrangement in writing. The firm will maintain the case file electronically for a period of seven years subsequent to the conclusion of the matter. Thereafter, the file will be destroyed in a manner that will ensure client confidentiality. In the event the client wishes to have a copy of their file, the client must notify this office within seven years of the conclusion of the matter whereupon the relevant portions of the file will be copied and provided to the client at the client's expense. From time to time, the Firm may engage in a cloud-based hosting service provider to store client confidential information. While the Firm endeavors only to use providers it deems to be in compliance with the Rules of Professional Conduct, the Firm makes no representation or warranty on behalf of such provider with respect to the collection, custody, use, disclosure, or control of the client confidential information or such provider's privacy and cyber security policies and in no event shall the Firm be liable for losses attributable to the negligence or greater culpability of such vendor.

You authorize us to follow these procedures without providing you further notice or seeking further instructions in the future

Acceptance

This Agreement may not be amended, except by a writing signed by both parties hereto. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, express or implied, oral or written, relating to such subject matter.

If there is more than one individual and/or client that signs this Agreement, uses of "you" or "your" refers to each and every on the undersigned clients, individually and collectively, and jointly and severally (and for married couples, as tenants by the entireties), except where the context clearly requires otherwise.

Each and every section of this Agreement and each portion thereof shall be considered to be severable from each and every other such section or portion of this Agreement and if any part of this Agreement shall be adjudicated to be invalid, null or void, such adjudication shall in no way affect the validity or enforceability of any other section or portion of this Agreement.

By signing the Engagement Letter that accompanies this statement, you agree that these terms stated above are incorporated into our attorney-client Agreement. If you have particular concerns about any section of this statement, or its implications, you should bring this to our attention prior to execution. We suggest that you retain a copy of this statement for future reference.

Last Updated: July 2026

TOWNSHIP OF EAST FALLOWFIELD
CHESTER COUNTY, PENNSYLVANIA
ORDINANCE NO. 2026-07

AN ORDINANCE OF THE TOWNSHIP OF EAST FALLOWFIELD, CHESTER COUNTY PENNSYLVANIA REQUIRING OWNERS OF ALL RESIDENTIAL RENTAL UNITS WITHIN THE TOWNSHIP TO REGISTER WITH THE TOWNSHIP CODE ENFORCEMENT OFFICER, PROVIDING FOR ALL SUCH UNITS TO BE INSPECTED AS PROVIDED HEREIN BY THE TOWNSHIP CODE ENFORCEMENT OFFICER, SETTING FEES FOR THE COST THEREOF, PROVIDING A PROCEDURE FOR INSPECTION AND PENALTIES FOR VIOLATION OF THE ORDINANCE.

WHEREAS, the Township Supervisors of East Fallowfield Township recognize a need for a comprehensive and organized license and inspection program of Residential Rental Units within the Township to assure compliance with local safety, health, fire and zoning regulations; and

WHEREAS, the Supervisors recognize a need for an efficient system for compelling the habitability and the continued maintenance of the Residential Rental Units within the Township; and

WHEREAS, the Supervisors recognize that lessees have a reasonable expectation that their Residential Rental Units will be maintained in accordance with the applicable blighted property ordinance provisions; and

WHEREAS, the Supervisors recognize that requiring registration/licensing and inspection of Residential Rental Units within the Township will allow for orderly administration of the Ordinance.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE TOWNSHIP OF EAST FALLOWFIELD, CHESTER COUNTY, PENNSYLVANIA, and it is hereby enacted and ordained by authority of the same:

SECTION 1. PURPOSE; FINDINGS.

The purpose of this article of the East Fallowfield Township shall be to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and tenants/occupants relating to residential rental units in the Township and to encourage owners and tenants to maintain and improve the quality of life and quality of rental housing within the community. As a means to these ends, this article provides for the registration of rental properties and for the inspection and licensing of residential rental units thereon, to ensure said properties and units are in compliance with Township-adopted building, property maintenance and other codes and regulations.

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SECTION 2. REGISTRATION/LICENSING OF RESIDENTIAL RENTAL UNITS.

A. Owners of residential real property who rent or intend to rent all or a portion of their residential property in East Fallowfield Township shall make application to East Fallowfield Township for a rental license for each proposed rental unit, subject to renewal on an annual basis and upon the change of a tenant. The Township is authorized to design and administer forms to be used to carry out the purpose of this article, which forms shall be available at the East Fallowfield Township Building and on the East Fallowfield Township website. Each rental license shall be valid for one calendar year and shall be renewed annually on or before the date established by the Township. Annual renewal shall require the owner to provide current ownership, responsible agent/property manager, tenant and occupancy information, pay the applicable annual license fee, and certify continued compliance with this Ordinance. A change in tenancy shall be reported to the Township within thirty (30) days, of the change in occupancy of any residential rental unit

B. At the time of application, the owner making application shall provide to East Fallowfield Township the contact information (and signature) of the owner and a designated, responsible agent or property manager (inclusive of emergency contact information for all of the above). If the designated, responsible agent or property manager changes, the owner shall notify East Fallowfield Township in writing within 30 days of the new designated, responsible agent or property manager, and provide the aforesaid information.

C. At the time of application, the owner making application must have satisfied all permit fees, civil judgments, or fines owed to East Fallowfield Township. The satisfaction of permit fees stated above applies not only to property(ies) for which the owner is applying currently, but to all properties that the owner possesses title to in East Fallowfield Township.

D. At the time of application, each owner for a rental license shall pay a permit fee for each rental unit, which fee shall be established by resolution of the Board of Supervisors, and which fee may be amended from time to time by resolution of the Board of Supervisors.

E. At the time of application, each owner shall sign a certification subject to the penalties for unsworn falsification to authorities (18 Pa.C.S.A. §4904), which states that the owner is aware of and intends to comply with all applicable Township codes and ordinances including, but not limited to, the East Fallowfield Township Blighted Property Ordinance, the Pennsylvania Uniform Construction Code, the Township's trash collection and recycling ordinances, and any other ordinance that requires the safe and proper maintenance of real property in East Fallowfield Township. The owner shall also acknowledge and agree to comply with the applicable inspection requirements set forth in **Exhibit A, "Checklist of Items to Be Inspected in Association with the Rental License Registration and Inspection Program,"** attached hereto and incorporated herein by reference.

F. Beginning in 2027, application for rental licenses for the 2027 calendar year shall be made on or prior to June 30 of such year. For subsequent years, application shall be made on or prior to January 31 of such year. At the time of the application, the license fee shall be paid. Applications made after January 31 (or, in the case of a tenancy that begins after January 31st, within 30 days of the commencement thereof) shall be subject to a penalty which shall be

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established by resolution of the Board of Supervisors, and which may be amended by resolution of the Board of Supervisors from time to time.

SECTION 3. DUTIES OF OWNERS OF RESIDENTIAL UNITS.

A. It shall be the duty of every owner, operator, designated/responsible agent or property manager to keep and maintain all residential rental units in compliance with all applicable codes and provisions of all applicable state laws and regulations and all East Fallowfield Township ordinances, and to keep said units in good and safe condition (e.g., East Fallowfield Township Code Chapters 10, 17, 18A and 27).

B. It shall be unlawful for any person, as owner, operator, designated/responsible agent or property manager to conduct or operate or cause to rent any residential rental unit within the East Fallowfield Township without registering the property in accordance with this Ordinance and maintaining the license for the same with the Township.

C. Every owner, operator, responsible agent or manager shall provide each tenant with a copy of this article, and the current residential rental registration for the premises upon which the residential rental unit is situated.

D. The owner shall maintain acceptable physical conditions in common areas and the owner shall be required to ensure that common areas and the outside premises are in compliance with applicable state and East Fallowfield Township codes and ordinances.

E. Owners and Designated, Responsible Agents and Property Managers Separately Responsible. If any residential rental unit is owned by more than one person, in any form of joint tenancy, as a partnership, or otherwise, and, as to any designated, responsible agents or property managers who have executed the residential rental permit application, such person shall be jointly and severally responsible for the duties imposed under the terms of this article, and shall be separately subject to prosecution for the violation of this article.

F. It shall be the duty of every property owner, operator, responsible agent or manager of each property to submit to the Township a list of occupants, consisting of the names and apartment numbers/addresses of all persons residing or occupying said unit for residential purposes. The list shall be submitted by June 30 for the 2027 calendar year and by January 31 of each subsequent year and shall be updated quarterly thereafter.

G. Every property owner, operator, responsible agent or manager who controls property within the Township that is leased, granted or rented as a dwelling is hereby required to notify the Township of any change in occupancy of any Residential Rental Unit. Such notification shall be submitted to the Township within 30 days of the change in occupancy of any Residential Rental Unit.

H. The operator, responsible agent or manager shall be authorized to accept service of process on behalf of the property owner.

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I. The property owner or manager shall receive notices and correspondence, including service of process from the Township; to arrange for the inspection of the Residential Rental Unit(s) in accordance with this Chapter or in the event that the Municipal Enforcement Officer/Code Enforcement Officer has identified a need for inspection due to alleged violations at that Residential Rental Unit(s); to do or arrange for the performance necessary to ensure continued compliance of the Residential Rental Unit(s) with the current Codes, and other Ordinances in effect in the Township.

J. The property owner shall notify the Township in writing within thirty (30) days after the changing of a unit from owner-occupied to being a Residential Rental Unit for purposes of this Chapter.

K. Owners of all properties possessing Residential Rental Units created after the effective date of this Chapter shall register said units with the Township within thirty (30) days of any Residential Rental Unit being leased to a tenant, and/or occupied by an occupant.

L. The property owner, operator, responsible agent or manager shall accompany the Municipal Enforcement Officer/Code Enforcement Officer or other designated representative for all inspections at the property.

M. The property owner shall be responsible for snow and ice removal and grass cutting at the property.

N. The existence of an agreement between the property owner and a tenant shall not relieve the property owner from the responsibility in meeting any requirement.

O. Buildings that contain locking entry doors (security doors) at entry points to the building shall include a rapid key access system as may be approved by the Fire Marshal.

P. Buildings containing a fire suppression system shall have the system inspected and certified by an approved and qualified fire protection system contractor who is trained and experienced in the maintenance and inspection of fire suppression systems with a copy of the certification to be provided to the Municipality on an annual basis during the Fire and Life Safety Inspection performed by the Township's Fire Marshal's Office. Inspection and maintenance shall be in accordance with the appropriate NFPA Standard.

Q. Buildings containing a fire detection and/or alarm system monitored by a central station shall have the system inspected and certified by an approved and qualified monitoring system contractor who is trained and experienced in the maintenance and inspection of monitoring systems with a copy of the certification to be provided to the Municipality on an annual basis during the Fire and Life Safety Inspection performed by the Township's Fire Marshal's Office. Inspection and maintenance shall be in accordance with the appropriate NFPA standard. Each property owner of a Residential Rental Unit must comply with Act 29 of 2026.

Failure to satisfy any provision above shall be considered a violation of this Chapter.

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SECTION 4. TENANT DUTIES.

A. The tenant shall comply with all obligations imposed upon tenants by this article, applicable codes and regulations of East Fallowfield Township, and all applicable provisions of state law, particularly in keeping the interior of the rental unit in sanitary condition.

B. Tenants shall collect and dispose of all rubbish, garbage and other waste in a clean and sanitary manner, and tenants shall comply with East Fallowfield Township solid waste, sanitation and recycling regulations. Tenants shall keep the part of the premises which tenant occupies or controls in a clean and sanitary manner.

SECTION 5. INSPECTION OF RESIDENTIAL RENTAL UNITS

A. All Residential Rental Units shall be subject to inspection by the Township Code Enforcement Officer biennially (once every other year), or within thirty (30) days of written notice from the Code Enforcement Officer upon complaints submitted to the Township, for compliance with the currently adopted version of Township's Blighted Property Ordinance, the instant Ordinance and other applicable Township Ordinances. All such inspections shall be subject to, and conducted in accordance with, the Fourth Amendment to the United States Constitution. Tenants may refuse entry to the Township Code Enforcement Officer in the absence of an administrative search warrant or legal authority to enter the property, in which case the subject property may not be issued the requisite certificate of inspection and, consequently, the subject property would not be authorized to be used as a rental property. Nothing in this Section shall prohibit a Code Enforcement Officer from requesting permission from a tenant to inspect a property for compliance with this Section, or to seek and obtain an administrative search warrant or other legal authority to enter such property or Residential Rental Unit. Nothing in this section shall prohibit additional inspections if the property is found to be in violation of any Township Ordinance or Commonwealth laws or if the Township receives complaints regarding unlawful activities at the property. The owner shall be responsible for any additional inspection costs if any violations are identified as a result of a complaint inspection.

B. The fee for the inspection of Residential Rental Units shall be as noted in the Fee Schedule adopted by the Township or as the Supervisors may hereafter by resolution direct.

SECTION 6. CERTIFICATE OF INSPECTION.

A. No person shall rent, lease or allow to be occupied any Residential Rental Unit subject to this Ordinance without the unit first being inspected and determined to be compliant by the Code Enforcement Officer. The annual renewal of a rental license is an administrative requirement and shall not require a physical inspection if the Residential Rental Unit has a valid Certificate of Inspection. Physical inspections shall be conducted at least once every two (2) years, as provided in this Section.

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B. The Owner of a Residential Rental Unit may request inspection of a Residential Rental Unit at any time. Any such request shall be made in writing to the Township Code Enforcement Officer and shall be accompanied by the inspection fee required by the Township.

C. The Certification of Inspection issued by the Township Code Enforcement Officer shall expire two (2) years from the date of issuance, unless suspended or revoked due to a violation of this Ordinance.

D. A Certificate of Inspection shall be transferable to new owners.

E. The tenant may request a copy of a Certificate of Inspection for the property in which they reside.

SECTION 7. PROCEDURE FOR INSPECTIONS.

A. Upon inspection by the Township Code Enforcement Officer, if a property or Residential Rental Unit is found to be in compliance with the Township Ordinances and the inspection fee has been paid, the Township Code Enforcement Officer shall issue a Certificate of Inspection for the property or Residential Rental Unit, respectively.

B. If a property is found to be in violation of any Township Ordinance, including, but not limited to, the Township's Blighted Property Ordinance, this Ordinance and any other applicable Township Ordinances, the Township Code Enforcement Officer shall provide written notice of such violation(s) to the responsible person(s) (which, depending on the nature of the violation, may include the owner(s), designated, responsible agent or property manager, or tenant(s)) and may set a re-inspection date before which such violation(s) must be corrected. The re-inspection date shall be as stated by the Township Code Enforcement Officer in the written notice, but shall be no more than sixty (60) calendar days after the date of inspection, except in exigent circumstances involving the public health, safety and welfare (in which case the time period may be shorter) or except as other, special circumstances acceptable to the Code Enforcement Officer warrant otherwise. A fee for each re-inspection of violation(s) shall be charged in accordance with the Fee Schedule established by the Township or as the Supervisors may hereafter by resolution direct.

C. If the violation(s) cited by the Township Code Enforcement Officer is corrected upon re-inspection and the annual license fees have been paid, the Township Code Enforcement Officer shall issue a Certificate of Inspection for the property.

D. If the violation(s) cited by the Township Code Enforcement Officer is not corrected upon re-inspection, the Township Code Enforcement Officer shall not issue the Certificate of Inspection and shall inform the Township Supervisors in writing within ten (10) days for further action as the Township Supervisors shall deem appropriate. The Residential Rental Unit license shall also be suspended as noted in this Ordinance.

Draft

SECTION 8. SUSPENSION OR REVOCATION OF LICENSES.

A. Failure of an inspection of a Residential Rental Unit will result in the suspension of the Residential Rental Unit's license, if the violation(s) found during the inspection is not corrected within the designated time frame.

B. If the violation(s) found during the inspection is not corrected within the designated time frame, the Residential Rental Unit license shall be suspended and the tenants shall be notified to vacate the Residential Rental Unit within the time period as established by the Township Code Enforcement Officer, except in cases of an immediate threat to the public health safety and welfare, in which case immediate vacation may be required. Occupancy of the Residential Rental Unit shall not be allowed until the violation(s) has been corrected and the Residential Rental Unit passes an inspection by the Township Code Enforcement Officer.

SECTION 9. PENALTIES.

A. Any person who violates any provision of this Ordinance (inclusive of the owner, designated, responsible agent or property manager, or tenant) shall, upon conviction hereof before a court of competent jurisdiction pursuant to Section 1602(c.1)(2) of the Pennsylvania Second Class Township Code, be sentenced to pay a fine of up to, not to exceed, $1,000 per violation as a summary offense before a District Justice plus court costs and costs incurred by the Township.

B. A separate offense shall be deemed to have been committed for each and every day during or on which a violation(s) occurs.

C. Any person who violates any provision of this Ordinance in the first year applications for rental licenses are required pursuant to Section 2(F) of this Ordinance shall be sent a written warning prior to enforcement action being taken by the Township Code Enforcement Officer. The written warning shall provide 30 days from the date of the written warning to cure the violation without penalty. After 30 days, the Township may proceed with enforcement action. This provision does not apply to emergency circumstances.

SECTION 10. APPEALS.

A. Any person affected by a decision, violation notice, report or order of a Municipal Enforcement Official/Code Enforcement Officer under this Ordinance shall have the right to appeal to the Township's Zoning Hearing Board.

B. An application for Appeal may be made when it is claimed that the provisions of this article have been improperly applied or administered or that factual errors were made by the Municipal Enforcement Official/Code Enforcement Officer. An application for Appeal shall be in writing and shall allege. A written application for Appeal is required to be filed within 30 days after the day the decision, report, notice or order was received or served. A fee as identified within the Fee Schedule shall be paid in advance by the person requesting the hearing for each Appeal to the Zoning Hearing Board.

Draft

SECTION 11. EXEMPTIONS.

A. This Ordinance shall not apply to hospital units, nursing units or retirement home units located within the Township that are otherwise inspected by a County, State or Federal government agency for the purposes set forth in this Ordinance.

B. Hotels, motels, bed and breakfasts, nursing homes, continuing care facilities, assisted living facilities, boarding houses, and similar places of business for which a fee is charged for overnight stays are excluded from the requirements of this article.

C. Nothing herein shall be construed as approval of a particular Residential Rental Unit under the Township Zoning Ordinance. The provisions of the Zoning Ordinance, and characterization of a particular use thereunder, shall be determined by the Zoning Officer pursuant to such provisions of the Zoning Ordinance.

SECTION 12. DEFINITIONS.

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

A. Residential Rental Unit – a Dwelling Unit (as defined by the Zoning Ordinance) or portion thereof for one or more persons, with independent living facilities providing for living, sleeping, cooking and disposal of human waste, which is rented by the owner thereof to a tenant. This includes short term rentals (rentals for fewer than 30 consecutive days per calendar year) such as Airbnb rentals, Vrbo rentals and similar rentals.

B. Person – any natural individual, partnership, association, corporation, joint venture, receiver, executor, trustee, business entity, personal representative or guardian appointed by any order of any court of competent jurisdiction.

C. Tenant - A person, other than the property owner, to whom a landlord grants temporary and exclusive use of land or a part of a building, usually in exchange for rent or other considerations.

D. Township Code Enforcement Officer – shall be any qualified Person appointed by the Township. A qualified person shall, at minimum, possess a Residential Building Inspection Certification from the Commonwealth of Pennsylvania.

SECTION 13. REPEALER.

Any Ordinance or part of Ordinance conflicting with this Ordinance is hereby repealed insofar as the prior Ordinance conflicts with this Ordinance.

Draft

SECTION 14. SEVERABILITY.

In the event that any provision, section, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision section, sentence, clause or part of this Ordinance, it be the intent of the Township that such remainder shall be and remain in force and effect.

SECTION 15. EFFECTIVE DATE.

This Ordinance shall take effect on the earliest date after enactment permitted by law.

Enacted and Ordained this _____ day of _____, 202_, by the Township Supervisors of East Fallowfield Township, Chester County, Pennsylvania, in lawful session, duly assembled.

Draft

EXHIBIT "A"

A CHECKLIST OF ITEMS TO BE INSPECTED
IN ASSOCIATION WITH
THE RENTAL LICENSE REGISTRATION AND INSPECTION PROGRAM

Exterior:

1. Sanitation: All exterior property and premises shall be maintained clean, safe, sanitary and free from any accumulation of rubbish and trash.

2. Grading and Drainage: All premises shall be graded and maintained to prevent the accumulation of stagnant water.

3. Sidewalks and Driveways: All sidewalks, walkways, driveways, parking spaces and similar areas shall be kept in a proper state of repair.

4. Weeds: All premises and exterior property shall be maintained free from weeds and plant growth in excess of ten (10) inches.

5. Motor Vehicles: No unregistered and/or uninspected motor vehicle shall be present on any property. No motor vehicles undergoing major or minor repairs and/or body work shall be permitted at any time.

6. Street Numbers: Each building shall have a number displayed which is easily readable from the public right of way. All numbers shall be at least four (4) inches high and one-half (1/2) inch stroke.

7. Roofs and Drainage: The roof and flashing shall be sound, tight, and not have defects which might admit rain. Gutters and downspouts shall be provided.

8. Chimneys and Towers: All chimneys and similar appurtenances shall be maintained in good repair.

9. Handrails and Guardrails: Each flight of stairs having more than four risers shall have a graspable handrail and every open portion of a stair, landing or balcony which is more than thirty (30) inches above the floor or grade shall have a guardrail not less than thirty-six (36) inches high with openings no more than four (4) inches.

10. Window and Door Frames: Every window, door and frame shall be kept in good condition.

11. Insect Screens: Each door, window and outside opening in any building containing habitable rooms shall be provided with tightly fitting screens (16 mesh per inch) and every swing door shall be provided with a self-closing device.

Draft

12. Basement Windows: Every basement window shall be provided with shields or storm windows to keep vermin out.
13. Accumulation of Rubbish or Garbage: The exterior of every structure shall be free from any accumulation of rubbish or garbage. Cans and dumpsters with lids and/or other closing devices in a quantity necessary shall be provided for all trash and rubbish.

14. Insect and Rat Harborage: All structures shall be kept free from insect and rat infestation.

15. Access Walks and Sidewalks: All access walks and sidewalks shall be maintained in good and safe condition to prevent accidents and tripping hazards.

16. Sanitary Vents: All sanitary vents, if present, shall be maintained and shall remain operable.

17. Electric Meters and Gas Meters: All electric meters and gas meters shall be maintained in good repair and shall be kept clear of weeds trees and other foliage.

18. Exterior lighting: All exterior lighting shall be maintained in good working condition.

Interior (Common Areas):

1. Common halls and stairways/stair towers: Every common hall and interior stairway shall be lighted at all times and be kept clear of rubbish and trash. All stairs shall be provided with a graspable handrail and every open portion of a stair, landing or balcony which is more than thirty (30) inches above the floor, or grade shall have a guardrail not less than thirty (30) inches high with openings no more than four (4) inches.

2. Doors and frames at stairs: All doors and frames at all stair towers shall be maintained in good condition and shall be provided with latches and closers.

3. Mechanical Rooms: All mechanical rooms, boiler rooms and electrical rooms shall be maintained clear of all debris, trash and rubbish. All existing fire separations shall be maintained in good condition.

4. Fire extinguishers: Portable fire extinguishers shall be located within all common areas and shall be properly installed and maintained in good condition, visible, operational and be provided with a current inspection tag.

5. Storage rooms: All storage rooms and locker areas shall be maintained in good condition, clear of all debris, trash and rubbish, and all existing fire separations shall be maintained in good condition.

6. Carpets and flooring: All carpets and flooring shall be maintained in good and safe condition to prevent accidents and tripping hazards.

7. Exit signs and emergency lighting: All exit signs and emergency lighting shall be maintained in good working order in both power on and power out conditions.

Draft

8. Clothes dryer exhaust: Venting system to be independent of all other systems and shall vent to the exterior (if applicable).

9. Smoke detectors/fire alarm system: Systems, devices and equipment to detect fire or smoke, actuate an alarm or suppress or control a fire shall be property installed and maintained on every floor including basement and every bedroom.

10. All smoke detectors and fire alarm systems shall be maintained in good working condition.

11. Accumulations: No material shall be stored or allowed to accumulate in heater rooms or areas, stairways, doors, windows, fire escapes or any other means of egress.

Interior (Unit):

1. Habitable spaces: Every habitable space shall be provided with at least one (1) operable window in every room.

2. Bathrooms and toilet rooms: Every bathroom and toilet room shall be provided with an operable window or mechanical exhaust fan venting to the exterior.

3. Clothes dryer exhaust: Venting system to be independent of all other systems and shall vent to the exterior (if applicable).

4. Water closet accessibility: Every sleeping area shall have access to one water closet and lavatory without passing through another sleeping area.

5. Minimum ceiling height: Habitable spaces shall have a clear ceiling height of not less than seven (7) feet four (4) inches. Hallways, laundry areas, bathrooms and kitchens shall have a clear ceiling height of not less than seven (7) feet.

6. Plumbing fixtures: All plumbing fixtures shall be properly installed and maintained. Sump pump must discharge to exterior of building. Sump pump shall not be connected to sanitary sewer system.

7. Kitchen appliances: All kitchen appliances shall be properly installed and maintained in a safe and sanitary manner. All ranges shall be provided with anti-tip brackets.

8. Water supply system: Water supply system shall be properly installed and maintained.

9. Heating facilities in residential buildings: Heating facilities shall be capable of maintaining a room temperature of sixty-five (65) degrees F.

10. Mechanical equipment: All mechanical equipment shall be properly installed and maintained and operational.

Draft

11. Electrical system: All electrical equipment and systems shall be properly installed and maintained. GFCI outlets shall be installed within six (6) feet of any water source.

12. Accumulation: No material shall be stored or allowed to accumulate in heater rooms, stairways, doors, windows, fire escapes or any other means of egress.

13. Fire resistance rating: The fire resistance rating of floors, walls, ceilings and other elements shall be maintained. Fire rated doors and 5/8" type "X" drywall shall be present between garage and living space (if applicable).

14. Fire suppression system: Fire suppression systems shall be properly installed and maintained.

15. Fire extinguisher: A 2.5 pounds ABC portable fire extinguisher shall be located within each regulated dwelling unit.

16. Smoke detector: Systems, devices and equipment provided to detect fire or smoke, actuate an alarm or suppress or control a fire shall be properly installed and maintained within every regulated dwelling unit.

17. Window, door and frame: All windows, doors and frames shall be maintained in good condition. All windows shall be provided with screens to prevent insect infestation.

18. Entry doors: All entry doors into units shall be provided with locks operable from the interior of the unit without a key.

19. Insect and rat harborage: All regulated dwelling units shall be kept free from insect and rat infestation.

*Additional items to be corrected may be identified and noted at the time of inspection.

Draft

November 17, 2026

EFLWT 10006

Attn: Scott M. Swichar, Township Manager
East Fallowfield Township
2264 Strasburg Road
East Fallowfield, PA 19320

RE: **South Brandywine Elementary School, 600 Doe Run Road**
Financial Security Release No. 1

Dear Scott:

We have received a request for a reduction of the financial security for the above referenced project. Based upon field inspections, we recommend the following release in accordance with the attached documents:

Original Escrow Amount	$ 6,886,231.00
Released to Date	$ ***0.00***
Balance Prior to This Release.....	$ 6,886,231.00
***Recommended by This Release	$ ***4,950,264.50***
Balance After This Release.....	$ 1,935,966.50

Included in this release are the following items: *Demolition of Remaining Structure and Parking, Erosion and Sediment Control, Sedimentation Basin 1, Sedimentation Basin 2, Bulk Earthwork, Landscaping, Paving – HMA, Utilities, Site Lighting, Stormwater, Above Ground Infiltration Basin 1, Naturalized Detention Basin 1, Underground Infiltration Bed 1-2, Underground Infiltration Bed 3, Underground Infiltration Bed 14, Swale 1, Swale 2, Swale 3, Swale 4, Line Striping and Signage, Signage, and Miscellaneous.*

In providing this information as to the status of the construction, Pennoni Associates Inc. makes no representations (except where expressly stated herein to the contrary) as to the quality of the construction to date; its final conformance with applicable plans, specifications, or municipal requirements; its ability to pass any applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with applicable requirements. The information provided herein shall not be used by the recipient in determining any type of cost estimate except at the recipients own risk, and Pennoni Associates Inc. expressly disclaims any and all liability for claims or damages arising from any construction deficiencies hereafter discovered.

Should you have any questions or comments, please contact the undersigned.

Sincerely,

PENNONI ASSOCIATES INC.

Nathan M. Cline, PE
Township Engineer

DECLARATION OF COMPLETION

ESCROW RELEASE No. 1

We the undersigned hereby declare that the work performed relative to construction at South Brandywine Elementary School, 600 Doe Run Road has been completed to the extent of $4,950,264.50 and this Declaration authorizes the reduction of the escrow by the sum of $4,950,264.50.

It is hereby agreed that the release of the said funds as authorized by this Declaration shall not be construed as the acceptance of work by the Township nor shall this Declaration act or constitute as any waiver by the Township of the work as completed. The Township reserves the right to inspect the said work and to require the Developer to correct any and all deficiencies.

Date:_____

Scott M. Swichar
Township Manager

Date: 11/17/2026



Nathan M. Cline, PE
PENNONI
Township Engineer

EAST FALLOWFIELD TOWNSHIP
2264 Strasburg Road
East Fallowfield, PA 19320

EFLWT10006
Financial Security Release No. 1
November 17, 2026

Attn: Scott Swichar
Re: South Brandywine Elementary School, 600 Doe Run Road

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

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
1	**Demolition of Remaining Structure and Parking**					
a.	Demolition of Remaining Structure and Parking	$ 75,000.00	$ -	$ 75,000.00	$ 75,000.00	$ -
	Subtotal	$ 75,000.00	$ -	$ 75,000.00	$ 75,000.00	$ -
	Combined Demolition of Remaining Structure and Parking This Period - Subtotal			**$ 75,000.00**		
2	**Erosion and Sediment Control**					
a.	Silt Sock 12"	$ 14,400.00	$ -	$ 12,960.00	$ 12,960.00	$ 1,440.00
b.	Silt Sock 18"	$ 21,915.00	$ -	$ 19,723.50	$ 19,723.50	$ 2,191.50
c.	Inlet Protection	$ 11,800.00	$ -	$ 11,800.00	$ 11,800.00	$ -
d.	Miscellaneous E&S Control Measures	$ 10,000.00	$ -	$ 9,000.00	$ 9,000.00	$ 1,000.00
e.	Tree Protection Fencing	$ 2,040.00	$ -	$ 2,040.00	$ 2,040.00	$ -
f.	Construction Entrance with Gate	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00	$ -
g.	Erosion Control Blanket - NAG SC-150	$ 15,437.50	$ -	$ 12,350.00	$ 12,350.00	$ 3,087.50
h.	Spray Seeding w/ Tackifier and Mulch	$ 76,625.00	$ -	$ 30,000.00	$ 30,000.00	$ 46,625.00
i.	Concrete Washout	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -
j.	Temporary Soil Stockpile	$ 10,605.00	$ -	$ 9,544.50	$ 9,544.50	$ 1,060.50
k.	Maintain and Remove E&S Controls	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00
	Subtotal	$ 186,322.50	$ -	$ 123,418.00	$ 123,418.00	$ 62,904.50
	Combined Erosion and Sediment Control This Period - Subtotal			**$ 123,418.00**		
3	**Sedimentation Basin 1**					
a.	Grading	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -
b.	Baffle	$ 9,000.00	$ -	$ 9,000.00	$ 9,000.00	$ -
c.	Skimmer & Stone	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -
	Subtotal	$ 23,000.00	$ -	$ 23,000.00	$ 23,000.00	$ -
	Combined Sedimentation Basin 1 This Period - Subtotal			**$ 23,000.00**		
4	**Sedimentation Basin 2**					
a.	Grading	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -
b.	Baffle	$ 6,250.00	$ -	$ 6,250.00	$ 6,250.00	$ -
c.	Skimmer & Stone	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -
	Subtotal	$ 20,250.00	$ -	$ 20,250.00	$ 20,250.00	$ -
	Combined Sedimentation Basin 2 This Period - Subtotal			**$ 20,250.00**		
5	**Bulk Earthwork**					
a.	Rough Site Grading	$ 148,950.00	$ -	$ 148,950.00	$ 148,950.00	$ -
b.	Strip Topsoil & Stockpile On-Site (Assume 6")	$ 80,262.00	$ -	$ 80,262.00	$ 80,262.00	$ -
c.	Site Cut - Fill	$ 19,008.00	$ -	$ 19,008.00	$ 19,008.00	$ -
d.	Fine Grading Building Pads	$ 10,797.50	$ -	$ 10,797.50	$ 10,797.50	$ -
e.	Respread Topsoil 6"	$ 133,770.00	$ -	$ 133,770.00	$ 133,770.00	$ -
	Subtotal	$ 392,787.50	$ -	$ 392,787.50	$ 392,787.50	$ -
	Combined Bulk Earthwork This Period - Subtotal			**$ 392,787.50**		
6	**Landscaping**					
a.	Seeding and Stabilization General	$ 75,000.00	$ -	$ 75,000.00	$ 75,000.00	$ -
b.	Trees	$ 434,400.00	$ -	$ 100,000.00	$ 100,000.00	$ 334,400.00
c.	Shrubs	$ 111,225.00	$ -	$ -	$ -	$ 111,225.00
d.	Perennials/Grasses	$ 12,040.00	$ -	$ 6,020.00	$ 6,020.00	$ 6,020.00
	Subtotal	$ 632,665.00	$ -	$ 181,020.00	$ 181,020.00	$ 451,645.00
	Combined Landscaping This Period - Subtotal			**$ 181,020.00**		
7	**Paving - HMA**					
a.	Light Duty	$ 634,680.00	$ -	$ 634,680.00	$ 634,680.00	$ -
b.	Heavy Duty	$ 1,047,760.00	$ -	$ 1,047,760.00	$ 1,047,760.00	$ -
c.	Concrete Sidewalk	$ 662,346.00	$ -	$ 580,000.00	$ 580,000.00	$ 82,346.00
d.	Heavy Duty Sidewalk	$ 6,900.00	$ -	$ 6,900.00	$ 6,900.00	$ -
e.	Concrete ADA Ramp	$ 37,500.00	$ -	$ 35,625.00	$ 35,625.00	$ 1,875.00
f.	Concrete Curbs - Standard	$ 231,000.00	$ -	$ 219,450.00	$ 219,450.00	$ 11,550.00
	Subtotal	$ 2,620,186.00	$ -	$ 2,524,415.00	$ 2,524,415.00	$ 95,771.00
	Combined Paving - HMA This Period - Subtotal			**$ 2,524,415.00**		
8	**Utilities**					
a.	Sanitary Testing (Sewer Lines and Manholes)	$ 4,500.00	$ -	$ -	$ -	$ 4,500.00
b.	Sanitary 6" SDR Gravity Lateral	$ 96,825.00	$ -	$ 96,825.00	$ 96,825.00	$ -
c.	Sanitary 4" SDR	$ 16,065.00	$ -	$ 16,065.00	$ 16,065.00	$ -
d.	Conection to 8" Gravity Sewer Main	$ 3,850.00	$ -	$ 3,850.00	$ 3,850.00	$ -
e.	Sanitary MH	$ 42,000.00	$ -	$ 42,000.00	$ 42,000.00	$ -
f.	Sanitary Cleanoout	$ 264.00	$ -	$ 264.00	$ 264.00	$ -
g.	Grease Trap	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -
h.	Water Meter Pit	$ 65,000.00	$ -	$ 65,000.00	$ 65,000.00	$ -
i.	Domestic Water and Fire Laterals	$ 110,960.00	$ -	$ 110,960.00	$ 110,960.00	$ -
j.	Domestic Water and Fire Laterals	$ 6,720.00	$ -	$ 6,720.00	$ 6,720.00	$ -
k.	Fire Hydrant	$ 24,000.00	$ -	$ 24,000.00	$ 24,000.00	$ -
l.	Electric (Conduits Only)	$ 22,920.00	$ -	$ 22,920.00	$ 22,920.00	$ -
m.	TeleComm (Conduits Only)	$ 38,960.00	$ -	$ 38,960.00	$ 38,960.00	$ -
	Subtotal	$ 442,064.00	$ -	$ 437,564.00	$ 437,564.00	$ 4,500.00
	Combined Utilities This Period - Subtotal			**$ 437,564.00**		

EAST FALLOWFIELD TOWNSHIP
2264 Strasburg Road
East Fallowfield, PA 19320

EFLWT10006
Financial Security Release No. 1
November 17, 2026

Attn: Scott Swichar
Re: South Brandywine Elementary School, 600 Doe Run Road

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

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
9	**Site Lighting**					
a.	20' Single Fixture	$ 230,000.00	$ -	$ 230,000.00	$ 230,000.00	$ -
b.	20' Double Fixture	$ 22,000.00	$ -	$ 22,000.00	$ 22,000.00	$ -
	Subtotal	$ 252,000.00	$ -	$ 252,000.00	$ 252,000.00	$ -
	Combined Site Lighting This Period - Subtotal			**$ 252,000.00**		
10	**Stormwater**					
a.	Inlets (Type M, Standard Box)	$ 117,000.00	$ -	$ 117,000.00	$ 117,000.00	$ -
b.	Inlets (Type C, Standard Box)	$ 36,000.00	$ -	$ 36,000.00	$ 36,000.00	$ -
c.	Inlets (Type M Top, Type 4 Box)	$ 19,500.00	$ -	$ 19,500.00	$ 19,500.00	$ -
d.	Inlets (Type C Top, Type 4 Box)	$ 18,000.00	$ -	$ 18,000.00	$ 18,000.00	$ -
e.	Inlets (18" x 18" Grate, Standard Box)	$ 24,000.00	$ -	$ 24,000.00	$ 24,000.00	$ -
f.	Manhole (6' x 6' Box w/ manhole Top)	$ 20,700.00	$ -	$ 20,700.00	$ 20,700.00	$ -
g.	Manhole (4' Diameter)	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -
h.	15" Perforated HDPE	$ 36,700.00	$ -	$ 36,700.00	$ 36,700.00	$ -
i.	6" HDPE	$ 1,025.00	$ -	$ 1,025.00	$ 1,025.00	$ -
j.	8" HDPE	$ 2,910.00	$ -	$ 2,910.00	$ 2,910.00	$ -
k.	10" HDPE	$ 36,435.00	$ -	$ 36,435.00	$ 36,435.00	$ -
l.	12" HDPE	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -
m.	15" HDPE	$ 92,900.00	$ -	$ 92,900.00	$ 92,900.00	$ -
n.	18" HDPE	$ 75,400.00	$ -	$ 75,400.00	$ 75,400.00	$ -
o.	24" HDPE	$ 141,700.00	$ -	$ 141,700.00	$ 141,700.00	$ -
p.	30" HDPE	$ 39,600.00	$ -	$ 39,600.00	$ 39,600.00	$ -
q.	36" HDPE	$ 55,900.00	$ -	$ 55,900.00	$ 55,900.00	$ -
r.	48" HDPE	$ 9,300.00	$ -	$ 9,300.00	$ 9,300.00	$ -
s.	End Wall (D-W) 15"	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -
t.	End Wall (D-W) 18"	$ 24,000.00	$ -	$ 24,000.00	$ 24,000.00	$ -
u.	End Wall (D-W) 24"	$ 4,000.00	$ -	$ 4,000.00	$ 4,000.00	$ -
v.	End Wall (D-W) 30"	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00	$ -
w.	End Wall (D-W) 36"	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -
x.	End Wall (D-W) 48"	$ 8,000.00	$ -	$ 8,000.00	$ 8,000.00	$ -
y.	Cleanout	$ 23,000.00	$ -	$ 23,000.00	$ 23,000.00	$ -
	Subtotal	$ 818,570.00	$ -	$ 818,570.00	$ 818,570.00	$ -
	Combined Stormwater This Period - Subtotal			**$ 818,570.00**		
11	**Above Ground Infiltration Basin 1**					
a.	Grading	$ 7,500.00	$ -	$ 7,500.00	$ 7,500.00	$ -
b.	Non-Woven Geotextile Fabric	$ 108,000.00	$ -	$ -	$ -	$ 108,000.00
c.	Bio Retention Media (1/3 Mulch, 1/3 Compost, 1/3 Sand)	$ 49,500.00	$ -	$ -	$ -	$ 49,500.00
d.	Gabion Wall	$ 60,000.00	$ -	$ -	$ -	$ 60,000.00
e.	Rip Rap	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
f.	Clay Core	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
g.	Anti-Seep Collars	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
h.	Seeding and Stabilization (ERNMX-122)	$ 10,025.00	$ -	$ -	$ -	$ 10,025.00
i.	Outlet Control Structure (6' x 6' Box) w/ Trash Rack OS B.9	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00	$ -
	Subtotal	$ 255,025.00	$ -	$ 17,500.00	$ 17,500.00	$ 237,525.00
	Combined Above Ground Infiltration Basin 1 This Period - Subtotal			**$ 17,500.00**		
12	**Naturalized Detention Basin 1**					
a.	Grading	$ 15,000.00	$ -	$ 15,000.00	$ 15,000.00	$ -
b.	Gabion Wall	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
c.	Rip Rap	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00
d.	Clay Core	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
e.	Anti-Seep Collars	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
f.	Seeding and Stabilization (ERNMX-126)	$ 11,465.00	$ -	$ -	$ -	$ 11,465.00
g.	Outlet Control Structure (6' x 6' Box) w/ Trash Rack OS A.41	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
	Subtotal	$ 73,965.00	$ -	$ 15,000.00	$ 15,000.00	$ 58,965.00
	Combined Naturlized Detention Basin 1 This Period - Subtotal			**$ 15,000.00**		
13	**Naturalized Detention Basin 2**					
a.	Grading	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
b.	Gabion Wall	$ 35,600.00	$ -	$ -	$ -	$ 35,600.00
c.	Rip Rap	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
d.	Clay Core	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
e.	Anti-Seep Collars	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
f.	Seeding and Stabilization (ERNMX-126)	$ 13,545.00	$ -	$ -	$ -	$ 13,545.00
g.	Outlet Control Structure (6' x 6' Box) w/ Trash Rack OS B.11	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
	Subtotal	$ 84,145.00	$ -	$ -	$ -	$ 84,145.00
	Combined Naturlized Detention Basin 2 This Period - Subtotal			**$ -**		
14	**Underground Infiltration Bed 1-2**					
a.	Non-Woven Geotextile Fabric	$ 43,112.00	$ -	$ -	$ -	$ 43,112.00
b.	12" Perforated HDPE	$ 5,120.00	$ -	$ -	$ -	$ 5,120.00
c.	Stone (AASHTO #3)	$ 7,600.00	$ -	$ -	$ -	$ 7,600.00
d.	Outlet Control Structure (6' x 6' Box) w/ Manhole OS A.45	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
e.	Infiltration Testing (at time of installation)	$ 500.00	$ -	$ 500.00	$ 500.00	$ -
	Subtotal	$ 66,332.00	$ -	$ 500.00	$ 500.00	$ 65,832.00
	Combined Underground Infiltration Bed 1-2 This Period - Subtotal			**$ 500.00**		
14	**Underground Infiltration Bed 3**					
a.	Non-Woven Geotextile Fabric	$ 20,684.00	$ -	$ -	$ -	$ 20,684.00
b.	12" Perforated HDPE	$ 2,440.00	$ -	$ -	$ -	$ 2,440.00
c.	Stone (AASHTO #3)	$ 5,920.00	$ -	$ -	$ -	$ 5,920.00
d.	Outlet Control Structure (6' x 6' Box) w/ Manhole OS A.42	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00

EAST FALLOWFIELD TOWNSHIP
2264 Strasburg Road
East Fallowfield, PA 19320

EFLWT10006
Financial Security Release No. 1
November 17, 2026

Attn: Scott Swichar
Re: South Brandywine Elementary School, 600 Doe Run Road

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

Item	Description of Work	Scheduled value	Previously approved	This period	Total completed	Balance to finish
e.	Infiltration Testing (at time of installation)	$ 500.00	$ -	$ 500.00	$ 500.00	$ -
	Subtotal	$ 39,544.00	$ -	$ 500.00	$ 500.00	$ 39,044.00
	Combined Underground Infiltration Bed 3 This Period - Subtotal			**$ 500.00**		
15	**Underground Infiltration Bed 14**					
a.	Non-Woven Geotextile Fabric	$ 45,864.00	$ -	$ -	$ -	$ 45,864.00
b.	Crate System (R-Tank)	$ 73,200.00	$ -	$ -	$ -	$ 73,200.00
c.	Outlet Control Structure (6' x 6' Box) w/ Trash Rack OS A.5	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
d.	Stone Bedding (3")	$ 2,205.00	$ -	$ -	$ -	$ 2,205.00
e.	Infiltration Testing (at time of installation)	$ 500.00	$ -	$ 500.00	$ 500.00	$ -
	Subtotal	$ 131,769.00	$ -	$ 500.00	$ 500.00	$ 131,269.00
	Combined Underground Infiltration Bed 14 This Period - Subtotal			**$ 500.00**		
16	**Swale 1**					
a.	General Grading	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -
b.	Lining (NAG SC150)	$ 11,990.00	$ -	$ -	$ -	$ 11,990.00
	Subtotal	$ 14,990.00	$ -	$ 3,000.00	$ 3,000.00	$ 11,990.00
	Combined Swale 1 This Period - Subtotal			**$ 3,000.00**		
17	**Swale 2**					
a.	General Grading	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -
b.	Lining	$ 2,070.00	$ -	$ -	$ -	$ 2,070.00
	Rip Rap	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
	Subtotal	$ 7,570.00	$ -	$ 3,000.00	$ 3,000.00	$ 4,570.00
	Combined Swale 2 This Period - Subtotal			**$ 3,000.00**		
18	**Swale 3**					
a.	General Grading	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -
b.	Lining (SC350)	$ 1,035.00	$ -	$ -	$ -	$ 1,035.00
	Rip Rap	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
	Subtotal	$ 6,535.00	$ -	$ 3,000.00	$ 3,000.00	$ 3,535.00
	Combined Swale 3 This Period - Subtotal			**$ 3,000.00**		
19	**Swale 4**					
a.	General Grading	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -
b.	Lining (SC350)	$ 2,250.00	$ -	$ -	$ -	$ 2,250.00
	Rip Rap	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
	Subtotal	$ 7,750.00	$ -	$ 3,000.00	$ 3,000.00	$ 4,750.00
	Combined Swale 4 This Period - Subtotal			**$ 3,000.00**		
20	**Line Striping and Signage**					
a.	Stops Bars	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -
b.	Crosswalks	$ 8,000.00	$ -	$ 8,000.00	$ 8,000.00	$ -
c.	Directional Arrows	$ 2,100.00	$ -	$ 2,100.00	$ 2,100.00	$ -
d.	ADA Symbol	$ 1,600.00	$ -	$ 1,600.00	$ 1,600.00	$ -
e.	Striping	$ 5,640.00	$ -	$ 5,640.00	$ 5,640.00	$ -
	Subtotal	$ 20,940.00	$ -	$ 20,940.00	$ 20,940.00	$ -
	Combined Line Striping and Signage This Period - Subtotal			**$ 20,940.00**		
21	**Signage**					
a.	Stop Sign	$ 7,200.00	$ -	$ 7,200.00	$ 7,200.00	$ -
b.	One-Way Sign	$ 5,100.00	$ -	$ 5,100.00	$ 5,100.00	$ -
c.	Do Not Enter Sign	$ 600.00	$ -	$ 600.00	$ 600.00	$ -
d.	Left Turn Prohibited Sign	$ 300.00	$ -	$ 300.00	$ 300.00	$ -
e.	Pedestrian Crossing and Downward Arrow Sign	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -
f.	Emergency and Authorized Vehicles Only Sign	$ 600.00	$ -	$ 600.00	$ 600.00	$ -
g.	ADA Signs	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -
	Subtotal	$ 17,800.00	$ -	$ 17,800.00	$ 17,800.00	$ -
	Combined Signage This Period - Subtotal			**$ 17,800.00**		
22	**Miscellaneous**					
a.	Soccer Field Striping	$ 6,000.00	$ -	$ -	$ -	$ 6,000.00
b.	Baseball Field infield and mound mix, bases, striping, backstop, fencing	$ 25,000.00	$ -	$ 15,000.00	$ 15,000.00	$ 10,000.00
c.	As-Built Plans	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00
d.	Inspections	$ 15,000.00	$ -	$ 2,500.00	$ 2,500.00	$ 12,500.00
e.	NPDES NOT	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
	Subtotal	$ 71,000.00	$ -	$ 17,500.00	$ 17,500.00	$ 53,500.00
	Combined Miscellaneous This Period - Subtotal			**$ 17,500.00**		
	SUBTOTAL (Items 1 through 22)	$ 6,260,210.00	$ -	$ 4,950,264.50	$ 4,950,264.50	$ 1,309,945.50
	Contingency (10%)	$ 626,021.00	$ -	$ -	$ -	$ 626,021.00
	Subtotal	$ 6,886,231.00	$ -	$ 4,950,264.50	$ 4,950,264.50	$ 1,935,966.50
	TOTAL	**$ 6,886,231.00**	**$ -**	**$ 4,950,264.50**	**$ 4,950,264.50**	**$ 1,935,966.50**
	APPROVED THIS RELEASE			**$ 4,950,264.50**		

EAST FALLOWFIELD TOWNSHIP

2264 Strasburg Road
East Fallowfield, PA 19320-4437
Phone (610) 384-7144 ○ Fax (610) 384-7143

BOARD OF SUPERVISORS
Wilson T. Lambert, Chair
Robert Sparr, Vice-Chair
Al Wright
Katja DiRado
Deborah Stoff

TOWNSHIP MANAGER
Scott M. Swichar

November 24, 2026

Ms. Kelly A. Sweeney, MPA
Sewage Planning Supervisor
Pennsylvania Department of Environmental Protection
2 East Main Street
Norristown, PA 19401

Re: East Fallowfield Township – Coatesville Area School District Pump and Haul Agreement dated 4/28/2026 for Doe Run Elementary School (Affected Project)

Dear Ms. Sweeney,

East Fallowfield Township is writing to note its agreement to the extension of the above referenced Pump and Haul Agreement between the Township and Coatesville Area School District for the Doe Run Elementary School from December 28, 2026 through August 27, 2027.

Sincerely,

Scott Swichar
East Fallowfield Township Manager

Return to:
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

Parcel ID #s UPI 47-4-92.010E; and
UPI 47-4-599.000E

East Fallowfield Township, Chester County

Execution Version

UTILITY DEED OF EASEMENT AND RIGHT OF WAY

THIS EASEMENT AGREEMENT, made this _____, and intending to be effective _____by and between **East Fallowfield Township** hereinafter referred to as the "Grantor" and **Pennsylvania-American Water Company**, a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an principal office for the transaction of business at 852 Wesley Drive, Mechanicsburg Pennsylvania 17055, hereinafter referred to as the "Grantee".

Recitals

Whereas, Grantor is the owner of certain real property located in East Fallowfield Township, Chester County, Pennsylvania, including property identified on the Chester County tax maps as UPIs 47-4-92.010E and UPI 47-4-599.000E (together, the "**Property**").

Whereas, as a component of the construction of the new school by the Coatesville Area School District, a new sanitary sewer pump station must be constructed and installed to service the school, which the District and Grantee have proposed to construct and operate on the Property;

Whereas, Grantor desires to grant, and Grantee desires to accept, temporary construction easements and permanent utility easements for the installation, operation, access, repair, replacement, and maintenance of a sewer pump station, sanitary sewer facilities sanitary sewer pipelines, force mains, manholes, valves, fittings, and related facilities and appurtenances (the "**Sewer Facilities**"), all upon and across the Easement Areas (as defined below), on the terms set forth in this Agreement.

Now, therefore, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easements; Purpose and Scope

1.1 Grant. Subject to Grantor's receipt of $10.00 the receipt of which is hereby confirmed, Grantor hereby grants and conveys to Grantee, its successors and assigns, the following temporary construction and permanent easements over, under, upon, across, and through the Property (each, an "Easement," and collectively, the "Easements"):

1.1.1 A permanent pump station easement burdening the portion of UPI 47-4-599.000E (the "**Pump Station Easement**,") described and depicted in the attached **Exhibit A** (the "**Pump Station Easement Area**,") for the installation, construction, operation, inspection, access, repair, replacement, improvement, upgrade, relocation within the area, and maintenance of a sanitary sewer pump station and associated structures, electrical and control equipment, wet and dry wells, piping, valves, appurtenant structures, fencing, surfacing, and landscaping (collectively, the "Pump Station Improvements," and together with the Sewer Facilities, the "Improvements").

1.1.2 A temporary construction easement (the "**Temporary Construction Easement**") burdening the portion of UPI 47-4-599.000E described and depicted in **Exhibit B** (the "**Temporary Construction Easement Area**"), for the installation, construction, operation, inspection, access, repair, replacement, improvement, upgrade, relocation of the Sewer Facilities. The Temporary Construction Easement shall be effective as of the date of this instrument and expire upon the completion of the construction of the pumpstation contemplated by this instrument.

1.1.3 A permanent sanitary sewer easement burdening the portion of UPIs 47-4-92.010E and UPI 47-4-599.000E (the "**Sanitary Sewer Easement**") described and depicted in **Exhibit C** (the "**Sanitary Sewer Easement Area**"), for the installation, construction, operation, inspection, access, repair, replacement, improvement, upgrade, relocation within the area, and

maintenance of sanitary sewer pipelines, force mains, manholes, valves, fittings, meters, and related facilities and appurtenances (collectively, the "**Sewer Easement Facilities**").

1.2 Purpose. The Easements are granted for the purpose of enabling Grantee to construct, install, operate, access, repair, replace, and maintain the Improvements to provide sanitary sewer service, together with all rights reasonably necessary or convenient to effectuate such purpose, including ingress, egress, staging within the Easement Areas, and the placement and maintenance of utility service lines, and Sewer Facilities, serving the Pump Station Improvements.

1.3 Nonexclusive/Exclusive. The above Easements are nonexclusive as to Grantor's use of the surface of the Easement Areas, provided Grantor's use does not unreasonably interfere with Grantee's rights or the safe and reliable operation, access to, or maintenance of the Improvements. Grantee's rights to occupy and use the subsurface and those portions of the surface reasonably necessary for the Improvements and safe access thereto shall be superior to inconsistent uses.

2. Incorporation

The Recitals and Exhibits (A-C) attached here to are incorporated herein by reference.

3. Rights of Access; Ingress and Egress

Grantee shall have the perpetual right of unobstructed ingress and egress to, from, and across the Property to the Easement Areas, at all times, on foot and with vehicles, machinery, and equipment reasonably necessary for the permitted activities, using existing driveways and access ways where practicable and, if necessary, constructing and maintaining suitable all-weather access within the Easement Areas in a manner that reasonably minimizes impacts on Grantor's remaining property and Township operations.

4. Construction and Installation Standards

4.1 Standards. Grantee shall perform all construction and installation in a good and workmanlike manner consistent with industry standards for public utility sewer infrastructure,

and in compliance with applicable laws, permits, approvals, and conditions, including PennDOT requirements for work within or affecting rights-of-way, and any Township-issued permits.

4.2 Coordination. Grantee shall coordinate with Grantor regarding construction schedules and reasonable site access protocols to minimize disruption to municipal operations, public use of Township property, and adjacent public rights-of-way, while allowing Grantee the access necessary to meet project and operational requirements.

4.3 Security; Site Controls. Grantee shall maintain appropriate traffic control, safety measures, and site security, including temporary fencing or barricades where reasonably required for public safety during construction.

5. Permitted Uses

Absent written approval of the Township, Grantee's use of the Easement Areas is limited to the uses set forth herein, namely to install, operate, access, repair, replace, improve, upgrade, and maintain the Improvements within the Easement Areas, including:

5.1 Subsurface gravity sewer, force mains, manholes, valves, and appurtenances in the Sanitary Sewer Easement Area.

5.2 The Pump Station Improvements, including structures, equipment, electrical service, communications, fencing, paving or gravel surfacing, stormwater features ancillary to the Pump Station Improvements, and landscaping in the Pump Station Easement Area.

5.3 Utility service lines (electric, telemetry/communications) feeding the Pump Station Improvements within the Easement Areas and, if necessary, across the Property by separate grant or permit reasonably approved by Grantor.

5.4 All other activities deemed reasonably necessary by the Grantee to effectuate the rights and obligations granted by this Easement Agreement.

6. Restrictions; No Interference

No Interference. Neither party shall unreasonably interfere with the other party's rights hereunder. If Grantee desires to undertake work within or adjacent to the Easement Areas, Grantee shall provide prior written notice to Grantee and coordinate timing, methods, and

protections, except as required by emergency circumstances, after the cessation of which Grantee shall provide all such information to Grantor.

7. Maintenance and Repair; Restoration

7.1 Grantee Obligations. Grantee shall maintain at its sole cost, maintain the Improvements within the Easement Areas in compliance with Township Ordinance 2018-04, including mowing and vegetation management reasonably necessary for safe access and operation, and maintaining any fencing, surfacing, or appurtenant features installed by Grantee.

7.2 Restoration. Following any construction, maintenance, or repair activities, Grantee shall promptly restore disturbed areas of the Easement Areas and any other portions of the Property impacted by such activities to substantially the same condition that existed immediately prior to the work, reasonable wear and tear excepted, including regrading, reseeding, and repair of paved surfaces, as applicable.

7.3 Damage. Grantee shall repair or reimburse Grantor for damage to Grantor's property outside the Easement Areas directly caused by Grantee's activities, ordinary wear and tear and emergency access excepted; provided, in emergencies Grantee may act immediately and thereafter provide notice and perform restoration as soon as reasonably practicable. Grantee shall not be obligated to replace any trees, shrubs, bushes, or any other vegetation or landscaping removed in the Easement Areas to gain access to or protect operation of the Improvements. Grantee will use reasonable efforts to maintain the easement area inconformity with the vegetation management practices consistent with all approved plans.

8. Utilities; Marking

Grantee may install and maintain utility services necessary to the Pump Station Improvements within the Easement Areas, but shall have the obligation to mark subsurface facilities as required by law and participate in Pennsylvania One Call. Grantor shall not undertake excavation within the Easement Areas without complying with One Call requirements and providing reasonable prior notice to Grantee.

9. Compliance with Laws; Permits

Grantee shall obtain and comply with all permits and approvals required for the construction and operation of the Improvements, including but not limited to PennDOT highway occupancy or utility permits, where applicable, and Township permits required for such.

10. Damage and Environmental Contamination

10.1 Grantor makes no representations as to the suitability of the Easement Areas for the purposes set forth herein. Grantee covenants that it has undertaken all necessary study to confirm the same.

10.2 Grantee Responsibility. Grantee shall be responsible for handling, managing, and disposing of any hazardous substances generated, brought onto, or used by Grantee in connection with the Improvements, in accordance with applicable environmental laws.

10.3 Emergencies, Spills and Releases. Grantee shall promptly notify Grantor of any emergencies or sewer effluent releases from the Improvements and take response actions required by law to fully remediate the same.

11. Insurance

Grantee shall maintain, at its expense, liability protection and insurance reasonably appropriate for construction and utility operations, including: (a) commercial general liability with limits not less than $1,000,000.00 per occurrence; (b) workers' compensation as required by law; and (c) automobile liability with limits not less than $1,000,000.00.. Policies shall be written with insurers authorized in Pennsylvania and rated A- VII or better by A.M. Best or equivalent, name Grantor as an additional insured on CGL and auto with primary and noncontributory wording and include a waiver of subrogation where available. Certificates shall be provided to Grantor upon request.

12. Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor and its elected and appointed officials, employees, and agents from and against third-party claims directly and solely caused by Grantee's or its contractors' negligent acts or omissions or willful misconduct in connection with the construction, operation, maintenance, or use of the Easement Areas and Improvements; provided this indemnity shall

not apply to the extent of Grantor's negligence or willful misconduct. Such indemnification shall include any fines, citations or other fees that may be imposed by any regulatory body by virtue of Grantee's use of the Property.

13. Limitation of Liability

a. Grantor's obligations are limited to the extent permitted by law, and nothing herein shall be construed as a waiver of governmental or official immunities or statutory limitations on damages available against a Pennsylvania township, all of which are expressly preserved.

b. GRANTEE'S LIBILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE GRANTEE IS REQUIRED TO CARRY UNDER THIS UTILITY EASEMENT, except as otherwise provided in Section 12.

14. Defaults; Remedies; Notice and Cure

14.1 Default. A party's material breach of this Agreement that remains uncured after written notice and expiration of any cure period constitutes a default.

14.2 Cure. The non-defaulting party shall provide written notice describing the breach. The defaulting party shall have ninety (90) days to cure, except with respect to issues implicated immediate threats to the public health, safety or welfare. If the breach is not reasonably curable within such period, such additional time as is reasonably necessary provided diligent, continuous efforts to cure are commenced within the initial ninety (90) days.

14.3 Remedies. Upon default, the non-defaulting party may pursue remedies available at law or in equity, subject to limitations in Sections 13 and 14. Termination of the Easements is not an available remedy except by mutual written agreement or final order of a court of competent jurisdiction.

15. Assignment; Successors

Grantee may assign this Agreement and the Easements, in whole or part, to an affiliate, a successor by merger or operation of law, or another public utility or municipal authority providing sewer service, upon prior written notice to Grantor. Any assignment shall require Grantor's reasonable consent, not to be unreasonably withheld, conditioned, or delayed. This

Agreement binds and benefits the parties and their respective successors and permitted assigns, and the Easements shall run with the land.

16. Term

The Easements are perpetual unless otherwise agreed in a recordable amendment executed by both parties.

17. Recording

This Agreement, or a recordable memorandum thereof in a form reasonably acceptable to both parties, shall be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, at Grantee's cost. Grantor shall cooperate in executing any confirmations or corrective instruments reasonably required for recording.

18. Notices

All notices shall be in writing and deemed given when delivered personally, sent by reputable overnight courier, or mailed by certified mail, return receipt requested, to the addresses below, or to such other addresses as either party may designate by notice:

Grantor: East Fallowfield Township, 2264 Strasburg Road, East Fallowfield, PA 19320, Attn: Scott Swichar, Township Manager, ssiwchar@eastfallowfield.org.

Grantee: Pennsylvania American Water Company, at the address noted above.

20. Severability

If any provision is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to be valid and effectuate the parties' intent.

21. Entire Agreement

This Agreement, including the exhibits, constitutes the entire agreement regarding the Easements and supersedes all prior discussions or writings on the subject. No other representations or promises apply unless set forth herein.

22. Amendments; Waivers

No amendment or waiver is effective unless in a writing signed by the party against whom enforcement is sought. A waiver on one occasion is not a waiver of any future occasion.

23. Governing Law; Venue

This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Venue for any action shall lie in the Court of Common Pleas of Chester County, Pennsylvania, subject to any applicable requirements of Pennsylvania law.

24. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument.

25. Authority

Each party represents that it has full power and authority to enter into and perform this Agreement, and that the individuals signing below are duly authorized to bind the respective party. For Grantor, the execution is authorized by the Township Board of Supervisors at a duly advertised public meeting held on [date to be inserted], recorded in the minutes.

26. Commission Approval

This Agreement shall become effective thirty (30) days after a copy hereof is filed with the Pennsylvania Public Utility Commission ("PUC"), provided that if the PUC institutes proceedings pursuant to Section 507 of the Public Utility Code (66 Pa. C.S.A. §507) this Agreement shall become effective on the day the PUC grants its approval.

27. Additional Provisions

27.1 Survey Monuments. Grantee shall protect and, if disturbed, replace survey markers disturbed by its work in accordance with applicable standards.

27.2 Taxes and Assessments. Grantor retains responsibility for real estate taxes on the Property, or any other financial implications to the Grantor associated with Grantee’s use of the

Property. Grantee is responsible for taxes or assessments, if any, levied directly against the Improvements or the Easements as an interest distinct from the fee, if applicable.

27.3 Non-Disruption of Public Safety. Grantee shall maintain access necessary for emergency services and public safety during construction, coordinating with Grantor as needed.

27.4 Security and Aesthetics for Pump Station. The Pump Station Easement Area may include fencing, gates, screening, and landscaping reasonably required by Grantee for safety and security.

27.5 Noise and Odor Controls. Grantee shall implement noise attenuation and odor control measures for the Pump Station Improvements consistent with industry practices.

[Remainder of Page Intentionally Blank; Signatures On Following Pages]

IN WITNESS WHEREOF, the Grantor has duly executed this AGREEMENT, all as of the day and year first above written.

WITNESS:

GRANTOR
EAST FALLOWFIELD TOWNSHIP

By _____

By _____

Name: _____

Title_____

* *

(ACKNOWLEDGMENT FOR EAST FALLOWIELD TOWNSHIP)

* *

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, A.D., 20___, before me, a Notary Public, personally appeared, _____ as _____ of the GRANTOR, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

_____

My Commission expires:

_____

IN WITNESS WHEREOF, the Grantee has duly executed this AGREEMENT, all as of the day and year first above written.

WITNESS:	GRANTEE PENNSYLVANIA-AMERICAN WATER COMPANY
By _____	By _____
	Name: Tony Nokovich
	Title: VP of Engineering

* *

(ACKNOWLEDGMENT FOR PENNSYLVANIA-AMERICAN WATER COMPANY)

* *

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, A.D., 20___, before me, a Notary Public, personally appeared, **Tony Nokovich** known to me as VP of Engineering of PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have set my hand and official seal.

Notary Public

_____
My Commission expires:

Exhibit A
Pump Station Easement Area

YOUR GOALS. OUR MISSION.

May 11, 2026 Project No. SGAL00070

DESCRIPTION OF PERMANENT EASEMENT
PENNSYLVANIA AMERICA WATER COMPANY
PART OF UPI 47-4-599
EAST FALLOWFIELD TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ALL THAT CERTAIN easement situate in the East Fallowfield Township, County of Chester and Commonwealth of Pennsylvania, as shown on an Exhibit "A", Pump Station Easement, by T&M Associates, Consulting and Municipal Engineers, Philadelphia, Pennsylvania, dated May 11, 2026, being bound and described as follows, to wit:

BEGINNING at a point on the easterly legal right-of-way line of Doe Run Road (S.R. 0082) (33 feet Wide) (variable width ultimate right-of-way), said point being a distance of 419.07 more or less from the centerline of Crossing Boulevard (60 feet Wide), measured southeastwardly along the legal right-of-way of said Doe Run Road, and running, thence;

1). From the point of beginning, North 89 degrees 56 minutes 21 seconds East, a distance of 68.75 feet leaving the easterly legal right-of-way of said Doe Run Road, through land now or formerly of East Fallowfield Township (UPI 47-4-599) to a point, thence;

2). North 81 degrees 43 minutes 49 seconds East, a distance of 76.41 feet through the same to the point, thence;

3). South 00 degrees 03 minutes 39 seconds West, a distance of 120.00 feet through the same to the point, thence;

4). North 82 degrees 23 minutes 48 seconds West, a distance of 76.08 feet through the same to the point, thence;

5). South 89 degrees 54 minutes 11 seconds West, a distance of 68.20 feet through the same to the point on the easterly legal right-of-way of said Doe Run Road, thence;

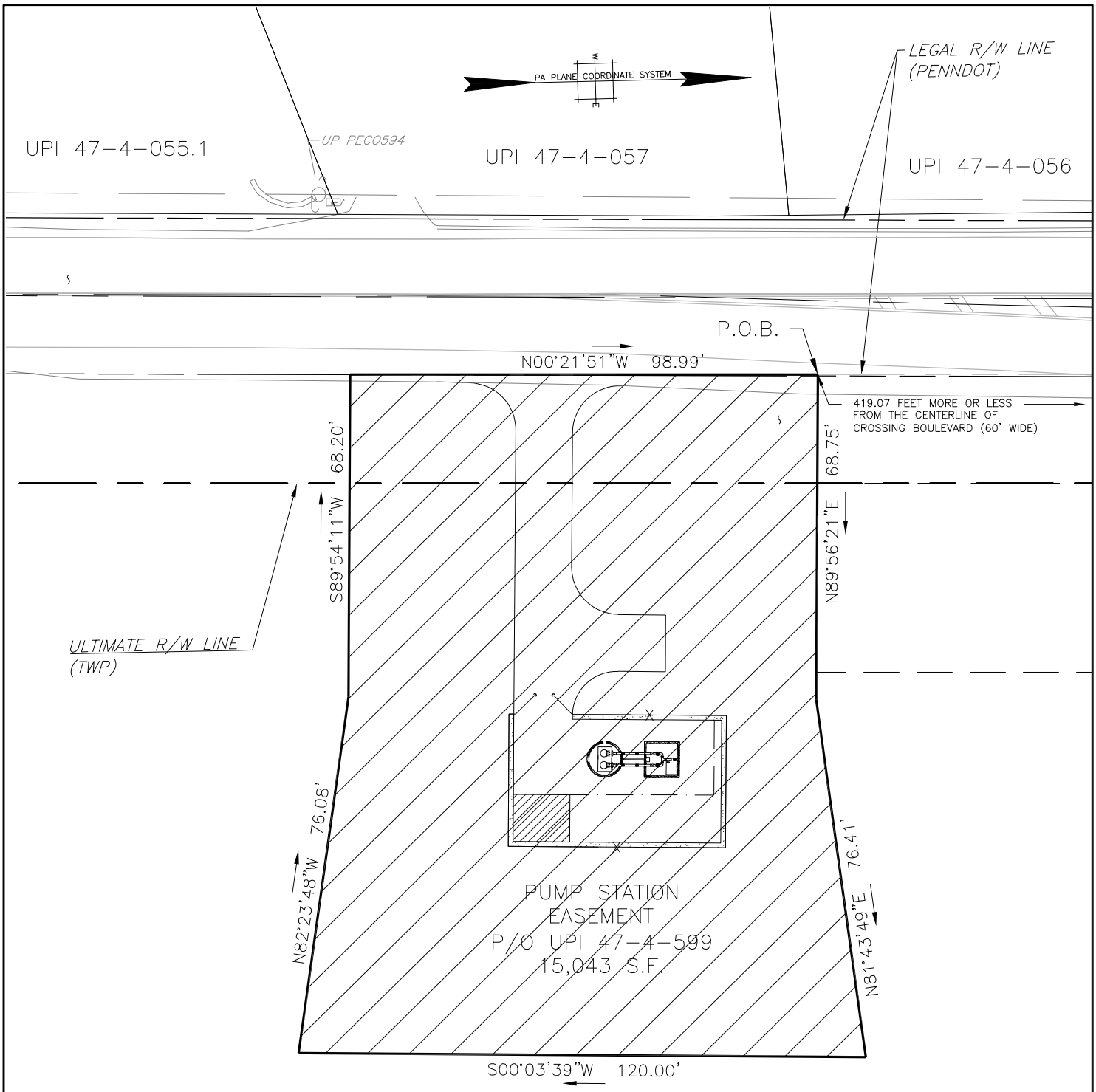
6). North 00 degrees 21 minutes 51 seconds West, a distance of 98.99 feet along the easterly legal right-of-way of said Doe Run Road to the first mentioned point and place of Beginning.

Containing 15,043 square feet more or less as described herein.

Robert O. Pelke, P.L.S.
License No. SU42306E

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
ROBERT O. PELKE
LAND SURVEYOR
NO. SU42306E

G:\Projects\SGAL\00070\Calculations & Reports\Legal Descriptions\2026-04-13_Permanent Easement_Pump Station.docx



LEGEND

PUMP STATION EASEMENT

NOTES:

1. THIS PLAN DOES NOT REPRESENT A COMPREHENSIVE BOUNDARY SURVEY OF ANY PROPERTY SHOWN HEREON. THE INFORMATION SHOWN WAS DERIVED FROM PLANS OF RECORD, PLOTS OF DEEDS OF RECORD AND LIMITED FIELD SURVEYS AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THIS PLAN WAS PREPARED, DEPICTION OF THE PUMP STATION EASEMENT.

30' 0 30'

1" = 30'

T&M ASSOCIATES
2000 Market St, Suite 800
Philadelphia, PA 19103
Ph: (215) 282-7850
Fx: (215) 627-3459
WWW.TANDMASSOCIATES.COM

EXHIBIT A

PUMP STATION EASEMENT

RECORD PROPERTY EAST FALLOWFIELD TOWNSHIP
OWNER(S): 2261 STRASBURG RD, EAST FALLOWFIELD PA 19320
DEED BOOK 5296 PAGE 768

PROJECT NO.:	SGAL00070
DWG :	EXHIBIT A
SHEET NO.:	1 OF 1
DATE:	05/11/2026
SCALE:	1"=30'
DRAWN BY	ROP

PRINTED SIZE 8.5"X11"

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FILE: G:\Projects\SGAL\00070\Plans\Pump Station Plans\Xref\SGAL00070_A_CSP.dwg

Exhibit B
Temporary Construction Easement Area

Exhibit B

Temporary Construction Easement

YOUR GOALS. OUR MISSION.

April 13, 2026, Project No. SGAL00070

DESCRIPTION OF TEMPORARY EASEMENT
FOR CONTRACTOR STAGING DURING CONSTRUCTION
PENNSYLVANIA AMERICA WATER COMPANY
PART OF UPI 47-4-599
EAST FALLOWFIELD TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ALL THAT CERTAIN easement situate in the East Fallowfield Township, County of Chester and Commonwealth of Pennsylvania, as shown on a Site and Utility Plan, by T&M Associates, Consulting and Municipal Engineers, Philadelphia, Pennsylvania, dated November 17, 2025, being bound and described as follows, to wit:

BEGINNING at a point on the easterly ultimate right-of-way line of Doe Run Road (S.R. 0082) (variable width ultimate right-of-way), said point being a distance of 278.43 feet more or less from the southerly right-of-way of Crossing Boulevard (60 feet Wide), measured southeastwardly along the ultimate right-of-way of said Doe Run Road, and running, thence;

1). From the point of beginning, North 90 degrees 00 minutes 00 seconds East, a distance of 40.00 feet leaving the easterly ultimate right-of-way of said Doe Run Road, through land now or formerly of East Fallowfield Township (UPI 47-4-599) to a point, thence;

2). South 00 degrees 21 minutes 51 seconds West, a distance of 140.02 feet through the same to the point, thence;

3). South 89 degrees 54 minutes 21 seconds West, a distance of 40.00 feet through the same to the point on the easterly ultimate right-of-way of said Doe Run Road, thence;

6). North 00 degrees 21 minutes 51 seconds West, a distance of 140.06 feet along the easterly ultimate right-of-way of said Doe Run Road to the first mentioned point and place of Beginning.

Containing 5,602 square feet more or less as described herein.

Robert O. Pelke, P.L.S.
License No. SU42306E



G:\Projects\SGAL\00070\Calculations & Reports\Legal Descriptions\2026-01-26_Permanent Easement_Pump Station.docx

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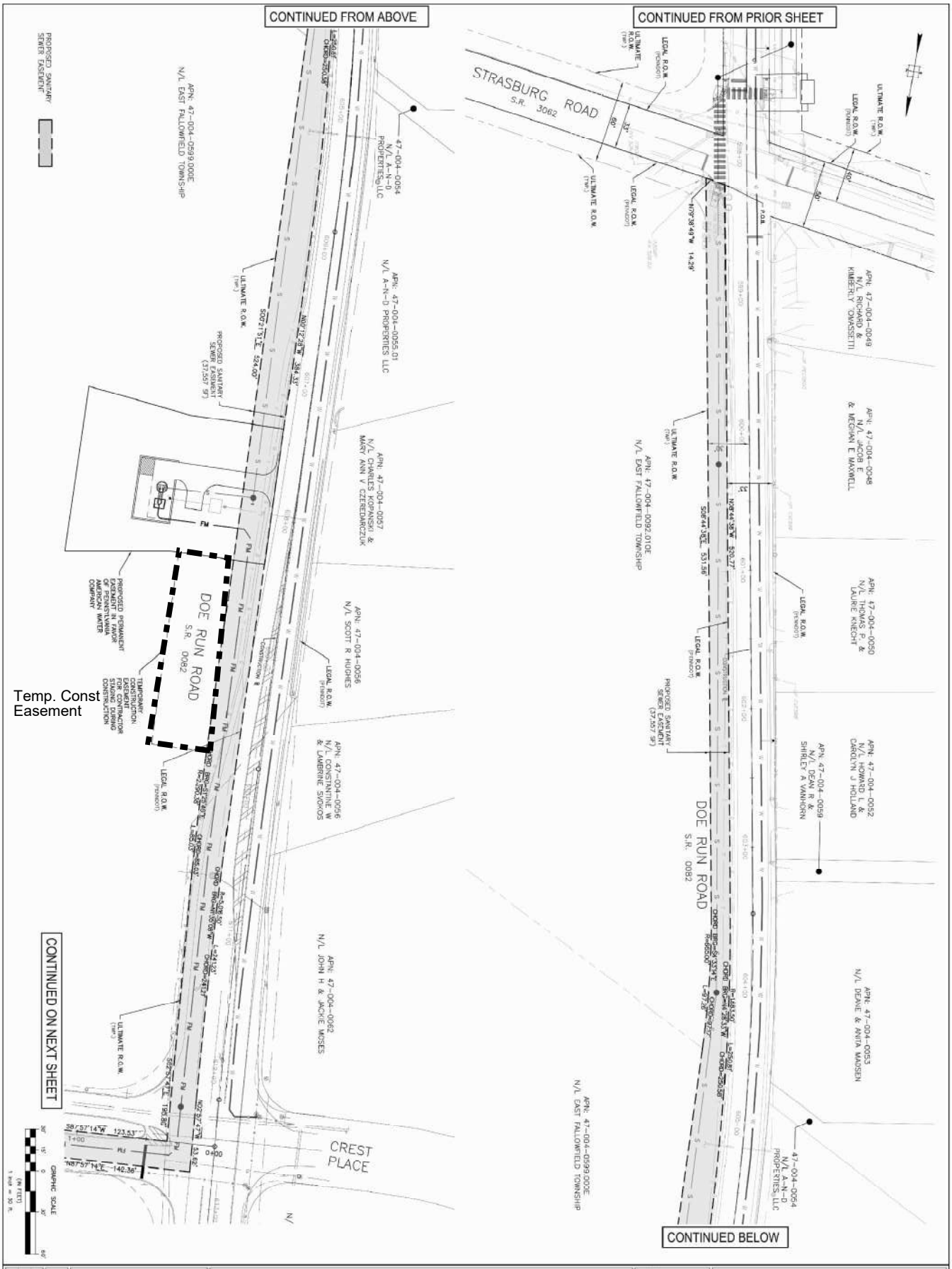
PROJECT INFORMATION
FILE PATH: G:\Projects\SGAL\C00070\Plans\HOP Plans\Utility Permit Sun & Water\
FILE NAME: SGAL00070_SAN EGMT.dwg
LAST SAVED DATE AND TIME: 20 May 2026, 5:15PM
LAST SAVE BY: jpeke



PENNSYLVANIA AMERICAN WATER COMPANY

EAST FALLOWFIELD TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

SANITARY SEWER EASEMENT EXHIBIT

CHRISTOPHER W. JENSEN, P.E.
LICENSED PROFESSIONAL ENGINEER

05/20/2026

COMMONWEALTH OF PENNSYLVANIA
LICENSE NO. PE076464-E

DATE

2000 MARKET STREET, SUITE 800
PHILADELPHIA, PA 19103
TEL 215-232-7850
FAX 215-627-3459
www.tmhorsham-sales.com
OFFICE LOCATIONS:
OLIVANIA, INDIANA, KENTUCKY, MASSACHUSETTS, MICHIGAN, NEW JERSEY, OHIO, PENNSYLVANIA AND CALIFORNIA

DRAWING: EXHIBIT B

DESIGNED BY: RDP
CHECKED BY: BSS
DRAWN BY: RDP
DATE: 05/20/2026
SCALE: AS NOTED
PROJECT NO.: SGAL00070

Exhibit C
Sanitary Sewer Easement Area

YOUR GOALS. OUR MISSION.

May 20, 2026 Project No. SGAL00070

DESCRIPTION OF SANITARY SEWER EASEMENT
PENNSYLVANIA AMERICA WATER COMPANY
PART OF UPIs 47-4-92.010E, 47-4-599.000E & CROSSING BOULEVARD
EAST FALLOWFIELD TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ALL THAT CERTAIN easement situate in the East Fallowfield Township, County of Chester and Commonwealth of Pennsylvania, as shown on an Exhibits "B" & "C", Sanitary Sewer Easement Exhibit, by T&M Associates, Consulting and Municipal Engineers, Philadelphia, Pennsylvania, dated May 20, 2026, being bound and described as follows, to wit:

BEGINNING at a point on the easterly legal right-of-way line of Doe Run Road (S.R. 0082) (33 feet Wide) (variable width ultimate right-of-way), at the intersection with northerly legal right-of-way of Strasburg Road S.R. 3062 (33 feet wide), and running, thence;

1). From the point of beginning, North 08 degrees 44 minutes 38 seconds West, a distance of 520.77 feet along the easterly legal right-of-way of said Doe Run Road to a point of curvature, thence;

2) On the arc of a circle curving to the right in a northwest direction, having a radius of 1,683.50 feet, an arc length of 250.81 feet and subtended by a chord bearing North 04 degrees 28 minutes 33 seconds West, and a chord length of 250.58 feet along the same to a point of tangency, thence:

3) North 00 degrees 12 minutes 28 seconds West, a distance of 384.33 feet along the same to a point of curvature, thence;

4) On the arc of a circle curving to the left in a northwest direction, having a radius of 5016.50 feet, an arc length of 241.23 feet and subtended by a chord bearing North 01 degrees 35 minutes 08 seconds West, and a chord length of 241.21 feet along the same to a point of tangency, thence:

5) North 02 degrees 57 minutes 47 seconds West, a distance of 53.62 feet along the same to a point, thence;

6) North 87 degrees 57 minutes 14 seconds East, a distance of 142.36 feet leaving the easterly legal right-of-way of said Doe Run Road, through Crossing Boulevard (60 feet wide) to a point of curvature, thence;

7) On the arc of a circle curving to the right in a southeast direction, having a radius of 1,433.60 feet, an arc length of 161.08 feet and subtended by a chord bearing South 88 degrees 49 minutes 39 seconds East, and a chord length of 160.99 feet through the same to a point of tangency, thence:

8) South 85 degrees 36 minutes 31 seconds East, a distance of 277.29 feet through the same to a point, thence;

9) South 04 degrees 23 minutes 29 seconds West, a distance of 20.00 feet through the same to a point, thence;

10) North 85 degrees 36 minutes 31 seconds West, a distance of 277.29 feet through the same to a point of curvature, thence;

11) On the arc of a circle curving to the left in a southeast direction, having a radius of 1,413.60 feet, an arc length of 158.83 feet and subtended by a chord bearing North 88 degrees 49 minutes 39 seconds West, and a chord length of 158.74 feet through the same to a point of tangency, thence:

12) South 87 degrees 57 minutes 14 seconds West, a distance of 123.53 feet to a point on easterly ultimate right-of-way of said Doe Run Road, thence;

13) South 02 degrees 57 minutes 47 seconds East, a distance of 195.80 feet along the easterly ultimate right-of-way of said Doe Run Road to a point of non-tangent curvature, thence;

14) On the arc of a circle curving to the right in a southeast direction, having a radius of 2,290.38 feet, an arc length of 85.03 feet and subtended by a chord bearing South 01 degrees 25 minutes 40 seconds East, and a chord length of 85.03 feet along the same to a point of tangency, thence:

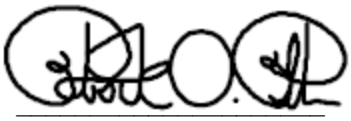
15) South 00 degrees 21 minutes 51 seconds East, a distance of 524.00 feet along the same to a point of curvature, thence;

16) On the arc of a circle curving to the left in a southeast direction, having a radius of 665.00 feet, an arc length of 97.26 feet and subtended by a chord bearing South 04 degrees 33 minutes 14 seconds East, and a chord length of 97.17 feet along the same to a point of tangency, thence:

17) South 08 degrees 44 minutes 38 seconds East, a distance of 531.56 feet along the same to a point on the northerly legal right-of-way of said Strasburg Road, thence;

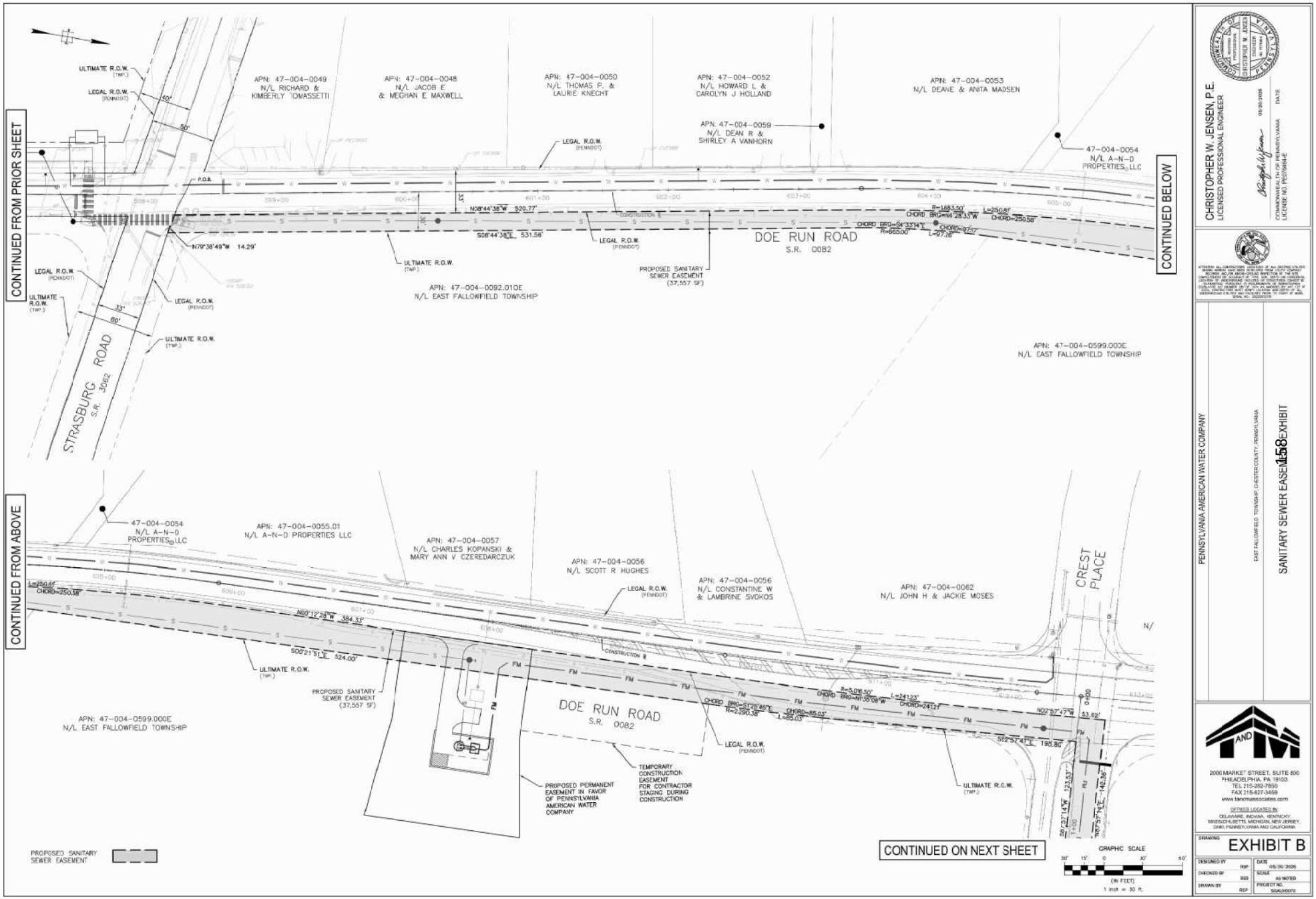
18) North 79 degrees 38 minutes 49 seconds West, a distance of 14.29 feet along the northerly legal right-of-way of said Strasburg Road to the first mentioned point and place of Beginning.

Containing 37,557 square feet more or less as described herein.



Robert O. Pelke, P.L.S.
License No. SU42306E





CHRISTOPHER W. JENSEN, P.E.
LICENSED PROFESSIONAL ENGINEER
05/20/2026
DATE
COMMONWEALTH OF PENNSYLVANIA
LICENSE NO. PE079484-E

ATTENTION: ALL CONTRACTORS, LOCATIONS OF ALL EXISTING UTILITIES WERE DETERMINED FROM AVAILABLE RECORDS AND/OR FIELD SURVEY OF THE SITE. CONTRACTORS BY ACCEPTANCE OF THIS JOB, VERIFY THE HORIZONTAL LOCATION OF UNDERGROUND FACILITIES (SHOW IN RED) AND ELEVATION OF UNDERGROUND FACILITIES (SHOW IN BLUE) BY HAND DIGGING SO AHEAD OF SCHOOL MACHINES. CONTRACTORS MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK.
SERIAL NO. 20222031139

PENNSYLVANIA AMERICAN WATER COMPANY

EAST FALLOWFIELD TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

SANITARY SEWER EASEMENT EXHIBIT

158

2000 MARKET STREET, SUITE 800
PHILADELPHIA, PA 19103
TEL 215-252-7650
FAX 215-627-3459
www.lanemassociates.com

OFFICES LOCATED IN:
DELAWARE, INDIANA, KENTUCKY, MASSACHUSETTS, MICHIGAN, NEW JERSEY, OHIO, PENNSYLVANIA AND CALIFORNIA

DRAWING: EXHIBIT B

DESIGNED BY	RDP	DATE	05/20/2026
CHECKED BY	BSS	SCALE	AS NOTED
DRAWN BY	RDP	PROJECT NO.	SGA000070

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PROJECT INFORMATION
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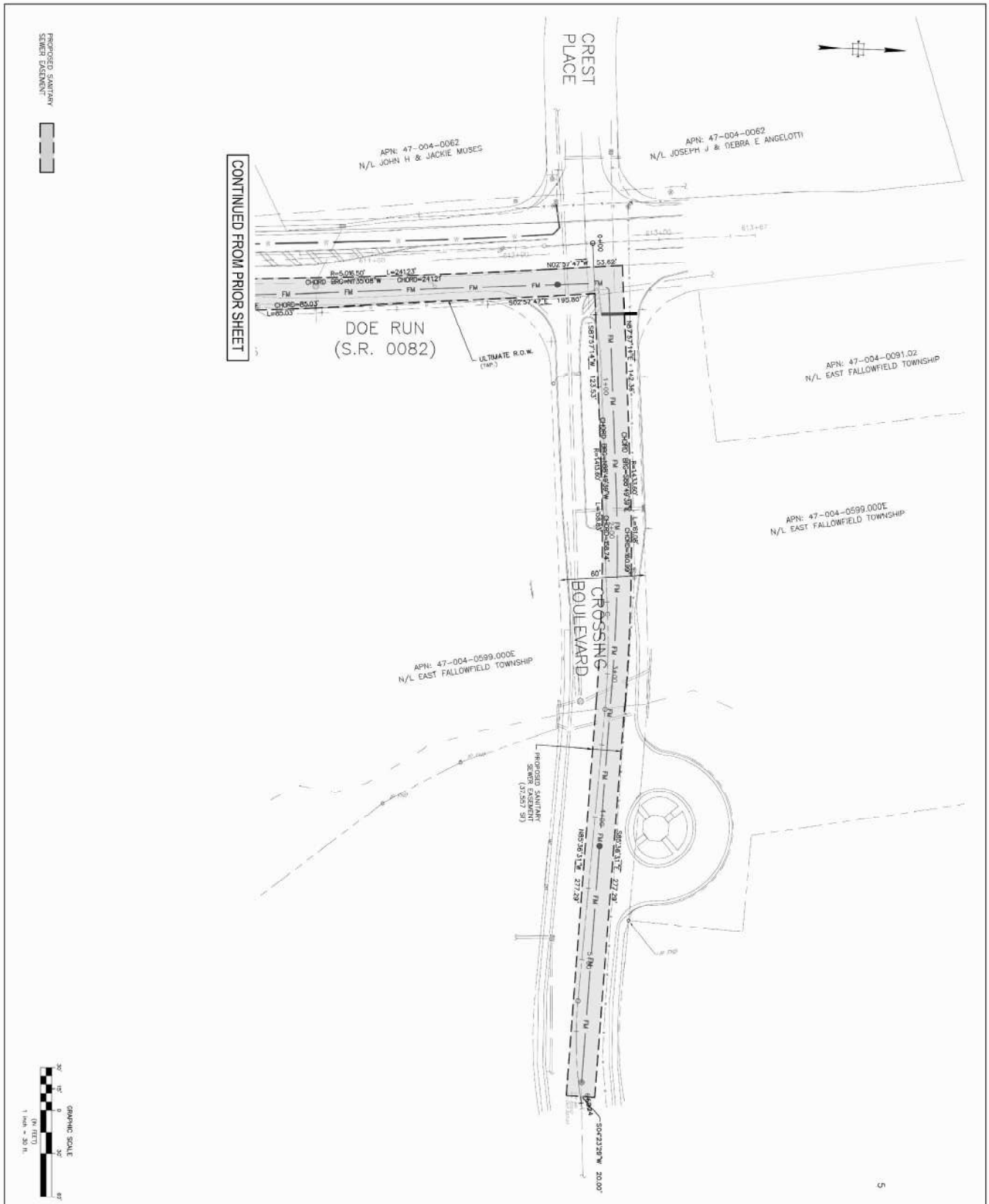
LAST SAVED DATE AND TIME: 20 May 2026, 5:16PM
LAST SAVE BY: rpeter



PENNSYLVANIA AMERICAN WATER COMPANY

CONSTRUCTION PLAN

EAST FALLOWFIELD TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

SANITARY SEWER EASEMENT EXHIBIT

EXHIBIT C

DESIGNED BY: RDP
CHECKED BY: MAS
DRAWN BY: RDP
DATE: 05/20/2026
SCALE: AS NOTED
PROJECT NO.: SSA000370

T&N AND ASSOCIATES
2300 MARKET STREET, SUITE 600
PHILADELPHIA, PA 19103
TEL: 215-232-7800
FAX: 215-627-3459
www.tandnassociates.com
OFFICES LOCATED IN PENNSYLVANIA, MASSACHUSETTS, MICHIGAN, NEW JERSEY, OHIO, TENNESSEE AND CALIFORNIA

CHRISTOPHER W. JENSEN, P.E.
LICENSED PROFESSIONAL ENGINEER

05/20/2026

COMMONWEALTH OF PENNSYLVANIA LICENSE NO. PE079464-E

DATE



300' 150' 0 150' 300'

1" = 150'

NO.	DATE	REVISIONS	BY	CHKD

PENNSYLVANIA AMERICAN WATER COMPANY

DOE RUN PUMP STATION
EAST FALLOWFIELD TOWNSHIP,
CHESTER COUNTY, COMMONWEALTH OF PENNSYLVANIA

EAST FALLOWFIELD TOWNSHIP/
PENNSYLVANIA AMERICAN WATER
COMPANY PUMP STATION
EASEMENT EXHIBIT

YOUR GOALS. OUR MISSION.

74 WEST BROAD STREET, STE 530
BETHLEHEM, PA 18018
TEL 610-625-2999
FAX 610-625-2969

OFFICES LOCATED IN:
CALIFORNIA, INDIANA, KENTUCKY, MASSACHUSETTS, MICHIGAN, NEW JERSEY, OHIO AND PENNSYLVANIA

DESIGNED BY JPK	DRAWING ESMT_EXH
CHECKED BY BGS	
DRAWN BY DCH	SHEET 1 OF 1
DATE 11/13/2026	
SCALE 1" = 150'	
PROJ. NO. SGAL00070	

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PROJECT INFORMATION:
FILE PATH: G:\Projects\SGAL\00070\Plans\Pump Station Plans\Township Permit Set\
FILE NAME: SGAL00070_ESMT_EXH.dwg
LAST PLOTTED: 13 Nov 2026, 12:21PM
LAST SAVE BY: dhilbert

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org

2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

Zoning Hearing Board Application

NOTE: The correct address is **227** Windy Hill Road.

Submission:

- Submit 11 full sets of whole application/complete packets.
- Check due at drop off made out to East Fallowfield Township for $1,500.

Check All Applicable Requests for Hearing:

✓ Request for Variance
_____ Request for Special Exception
_____ Challenge to Validity of Zoning Ordinance
_____ Appeal from Decision of Zoning Officer

Subject Property Address: 277 Windy Hill Road Coatesville, PA 19320

Tax Parcel #: 4704 00284600 Zoning District: R-1: Low Density Residential

Name of Property Owner(s): Kasie & Scott Ross

Property Owner Address: 277 Windy Hill Road Coatesville, PA 19320

Telephone #: 484.467.3251 Email: kasie13ross@gmail.com

Name of Applicant (if not owner): Blue Tree Landscaping - Andrew Mattiola

Applicant Address: 4494 Skippack Pike Skippack, PA 19474

Telephone #: 610.220.4657 Email: amattiola@bluetreelandscaping.com

Interest of Applicant: Contractor
(ex. Tenant, equitable owner under agreement of sale, etc.)

Consultant/Attorney/Representative

Name: _____ Firm: _____

Address: _____

Telephone #: _____ Email: _____

RECEIVED
OCT 30 2026
By: _____

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org

2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

1. State the present use of the property which is the subject of this application: Single Family Residential

2. State the proposed use of the property which is the subject of this application: Single Family Residential with a proposed in-ground pool.

3. State the section(s) of the Zoning Ordinance under which the Hearing is being requested: Section 27-503.1(B) – R-1 Residential District Impervious Coverage Limit Variance Requested – 15.74% proposed coverage where 12% is permitted.

4. Please describe the grounds for the application (attach additional explanations on a separate sheet if necessary):

   a. If a request for a variance, please set forth the variances requested and the hardship to support the granting of such variances: See attached "Letter of intent for Zoning Variance"

   b. If a request for a special exception, please identify the proposed special exception, including the applicable section(s) of the Zoning Ordinance: N/A

   c. If this is an appeal from a determination of the Zoning Officer, what was the determination, and what is the error alleged?: N/A

   d. If a challenge to the validity of the Zoning Ordinance, please specify the Section(s) of the Zoning Ordinance claimed to be invalid and the grounds for such alleged invalidity: N/A

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secretary@eastfallowfield.org

2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

5. The following are additional requirements for all **special exception** requests:
(*include 7 copies of each of the following*)

   a. Written report providing all of the information required by Chapter 27 – Zoning, Part 22, §27-2203. Applications for Hearings

   b. Listing of names and addresses of adjoining property owners, including properties directly across a public right-of-way.

   c. Ground floor plans and elevations of proposed structures.

   d. A scaled site plan with sufficient detail and accuracy to demonstrate compliance with all applicable provisions of the Zoning Ordinance. Please note that photographs are helpful to the reviewer. Show all the following (*if applicable*):

      i. a dimensions and number of parking spaces
      ii. proposed/existing front yard setback from the property line with distance shown
      iii. proposed/existing side yard setback from the property line with distance shown
      iv. proposed/existing rear yard setback from the property line with distance shown
      v. location and size of building(s)
      vi. size of area to be used for storage use, warehouse use, work space or any other use of applicable facilities that may be helpful in reviewing the application
      vii. driveway location, dimensions, and material
      viii. sign location and dimensions
      ix. dumpster location and method of screening
      x. lighting location(s), type, size, and height
      xi. lot lines
      xii. clear sight triangle{s)
      xiii. any other information that would be helpful in the review process.

   e. A written description of the proposed use in sufficient detail to demonstrate compliance with all applicable provisions of the Zoning Ordinance, including the following:

      i. each of the Specific Criteria attached to the requested special exception as listed in Chapter 27 – Zoning, Part 22, §27-2207. Jurisdiction and Functions;
      ii. the Zone requirements in which the subject property is located (ex. setbacks, lot area, lot width, lot coverage, height, landscaping, etc.);
      iii. the General Provisions requirements listed in the Zoning Ordinance (ex. vehicular access, off-street parking and loading, signs, screening and landscaping, etc.);
      iv. for expansion or alteration of nonconforming uses, each of the criteria listed in

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org



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East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

Chapter 27 – Zoning;

v. for substitution or replacement of nonconforming uses, those criteria listed in Chapter 27 – Zoning;
vi. for special exceptions proposed in the Floodplain Zone, those regulations contained in the Zoning Ordinance; and
vii. each of the General Criteria listed in the Zoning Ordinance.

f. Signs: If the applicant anticipates erecting a sign, the sign information must be submitted with the paperwork for this hearing. Signs must be approved by the Zoning Hearing Board at the hearing.

6. The following are additional requirements for all **variance** requests:
(include 7 copies of each of the following)

a. A written description of the proposed use in sufficient detail to demonstrate compliance with each of those criteria listed in Chapter 27 – Zoning, Part 22, §27-2207. Jurisdiction and Functions;

b. Listing of names and addresses of adjoining property owners.

c. A scaled site plan with sufficient detail and accuracy to depict the nature of the request and reflect its relationship with adjoining properties, and their improvements. Please note that photographs are helpful to the reviewer. Show all the following (*if applicable*):

i. dimensions and number of parking spaces
ii. proposed/existing front yard setback from the property line with distance shown
iii. proposed/existing side yard setback from the property line with distance shown
iv. proposed/existing rear yard setback from the property line with distance shown
v. location and size of building(s)
vi. size of area to be used for storage use, warehouse use, work space or any other use of applicable facilities that may be helpful in reviewing the variance application
vii. driveway location, dimensions, and material
viii. sign location and dimensions
ix. dumpster location and method of screening
x. lighting location(s), type, size, and height
xi. lot lines
xii. clear sight triangle(s)
xiii. any other information that would be helpful in the review process.

d. For use variances, a written report and scaled site plan demonstrating compliance with all applicable provisions of the Zoning Ordinance including the following:

i. the Zone requirements in which the subject property is located (ex, setbacks, lot area, lot width, lot coverage, height, landscaping, etc.);

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org



2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

ii. the General Provisions requirements listed in the Zoning Ordinance (ex. vehicular access, off-street parking and loading, signs, screening and landscaping, etc.)

7. This application is not complete until the fee established for such applications by ordinance or resolution of the East Fallowfield Township Board of Supervisors has been paid by Applicant and all information required by this application has been furnished. The hearing fee is $1,500. (all checks should be made payable to "East Fallowfield Township".)

8. In making this application, the Applicant agrees to pay all fees required by the fee schedule adopted by the East Fallowfield Township Board of Supervisors by ordinance or resolution in effect on the date of the application.

9. Applicant agrees to post a sign(s) (provided by the Township) at conspicuous locations along the perimeter of the subject properly sufficient to notify potentially interested citizens of the zoning hearing. The sign(s) shall be posted continuously at least one week prior to the date of the hearing. Applicant agrees to return the sign(s) to the East Fallowfield Township Municipal Building on the night of the hearing.

10. If the application is approved, Applicant, in accordance with Chapter 27 – Zoning, Part 22, §27-2208. Expiration of Special Exception and Variance, will have six (6) months from the date of such approval to apply for and secure a zoning permit and commence the authorized construction. All authorized construction must be completed within twelve (12) months from the date of such approval. Should the applicant fail to obtain the necessary permits within said six (6) month period, or having obtained the permit should he fail to commence work thereunder within said six (6) month period, it shall be conclusively presumed that the applicant has waived, withdrawn, or abandoned his application, and all provisions, variances and permits granted to him shall be deemed automatically rescinded by the Board. Should the applicant commence construction or alteration within said six (6) month period, but should he fail to complete such construction or alteration within said twelve (12) month period, the Board may upon ten (10) days' notice in writing, rescind or revoke the granted variance or special exception, or the issuance of the permit, or permits, or the other action authorized to the applicant, if the Board finds that a good cause appears for the failure to complete within such twelve (12) month period, and if the Board further finds that conditions have so altered or changed in the interval since the granting of the variance, permit or action, that revocation or rescission of the action is justified.

BY SIGNING THIS APPLICATION, I, THE APPLICANT, DO HEREBY VERIFY THT I HAVE REVIEWED AND UNDERSTAND THE STATEMETNS MADE IN THIS APPLICATION AND THAT ALL SUCH STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THESE STATEMENTS ARE BEING GIVEN BY ME TO INDUCE OFFICIAL ACTION ON THE PART OF THE EAST FALLOWFIELD TOWNSHIP ZONING HEARING BOARD, AND I UNDERSTAND

BoldSign Document ID: a4701a89-5940-46ba-bae4-e0f5455ffa89

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org

2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

THAT ANY FALSE STATEMENTS MADE HEREIN ARE BEING MADE SUBJECT TO PENALTIES OF 18 PA. C.S. §4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Scott Ross _____ 10/28/2026

Signature of Applicant* Date

Scott Ross

Printed Name as Signed Above

(**If the application is being made by a person other than the property owner, attach a written authorization from the owner consenting to the application and designating you as his agent.)*

FOR ADMINISTRATION USE ONLY:

Date Received: _____ Received By: _____

Clock Date: _____ Total Cost: _____

Date Advertised (2 successive weeks no more than 30 days and no less than 7 days before the hearing)

First Date: _____ Second Date: _____

Property Posting (at least one week before hearing)

Completed by: _____ Date Posted: _____

Date of Hearing (within 60 days of application) _____

Date of Decision (within 45 days of last hearing) _____

Decision: _____

_____

_____

_____

_____

_____

East Fallowfield Township
www.eastfallowfield.org
secretary@eastfallowfield.org



2264 Strasburg Road
East Fallowfield, PA 19320
610-384-7144 (f) 610-384-7143

Conditions of Approval: _____

_____

_____

_____

_____

_____

_____ _____ _____

Chairman Signature Secretary Signature Member Signature

Part 22

Zoning Hearing Board

§27-2201. Establishment and Membership.

There shall be a Zoning Hearing Board in accordance with the provisions of Article IX of the Municipalities Planning Code, Act 247, as amended, 53 P.S. §10901 et seq.

A. The Zoning Hearing Board shall consist of three members who shall be appointed by resolution of the Board and who shall be residents of the Township.

B. The Zoning Hearing Board shall designate one such member to serve until the first day of January following the effective date of this Chapter, one until the first day of the second January thereafter, and one until the first day of the third January thereafter. Shall appoint their successors on the expiration of their respective terms to serve 3 years, and shall fill any vacancy for the unexpired term of any member whose term becomes vacant.

C. Any Board member may be removed for malfeasance, misfeasance, or nonfeasance in office, or for other just cause by majority vote of the Board of Supervisors which appointed the member, taken after the member has received 15 days advance notice of the intent to take such a vote. A hearing will be held in connection with the vote if the member shall request it in writing.

D. The members of the Zoning Hearing Board shall hold no other office in the Township.

(Ord. 2002-06, 11/11/2002, §2201)

§27-2202. Organization.

1. The Zoning Hearing Board shall elect, from its members, its officers, who shall serve annual terms as such and may succeed themselves.
2. For the conduct of any public hearing and the taking of any action, quorum shall not be less than a majority of all the members of the Zoning Heating Board, but the Zoning Hearing Board may appoint a Hearing Officer from its own membership to conduct any hearing on its behalf and the parties may waive further action by the Zoning Hearing Board, as provided in

§27-2206 below.

3. The Zoning Heating Board may make, alter, and rescind rules and forms for its procedure consistent with the provisions of this Chapter and the laws of the Commonwealth.
4. The Zoning Hearing Board shall keep full public record of its business, which records shall be property of the Township, and shall submit a report of its activities to the Board of Supervisors; as requested.

(Ord. 2002-06, 11/11/2002, §2202)

§27-2203. Applications for Hearings.

1. Applications for hearings before the Zoning Hearing Board shall be filed with the Zoning Hearing Board or their designee, together with the proper fee.
2. An application for a special exception or variance from the terms of this Chapter shall state:
   a. The name and address of the applicant.
   b. An application for a special exception or variance from the terms of this Chapter shall state:

      i. A brief description and location of the real estate to be affected by such proposed change.
      ii. A statement of the present zoning classification of the real estate in question, the improvements thereon, and the present use thereof.
      iii. A statement of the section of this Chapter under or from which the exception or variance requested may be authorized, and reasons why it should be granted.
      iv. A reasonably accurate description of the present improvements and the additions intended to be made under the application or appeal, if any, indicating the size of such proposed improvements, material, and general construction thereof. In addition, there shall be attached, a plot plan to scale of the real estate to be affected, indicating the location and size of the lot and size of improvements now erected and proposed to be erected thereon.
      v. Any additional information as may be otherwise required by this Chapter.
3. Applications for other than special exception, or variance from terms of this Chapter shall contain sufficient written information to fully describe the intended use. Where, in the sole discretion of the Zoning Officer, it is inappropriate for the applicant to furnish plans and/or specifications, or any other relevant information incident to intended use, such information shall be required to be submitted with the application.
4. In the event that any required information is not furnished, the application shall be refused and the fee returned to the applicant.
5. The hearing before the Zoning Hearing Board or Hearing Officer shall be held within 60 days from the date of receipt of the applicant's request, unless the applicant has agreed in writing to an extension of time. Each subsequent hearing before the Zoning Hearing Board or Hearing Officer shall be held within 45 days of the prior hearing, unless otherwise agreed to in writing or on the record by the applicant. Any party aggrieved by the schedule or progress of the hearings may appeal to the Court of Common Pleas for judicial relief. The hearing shall be completed no later than 100 days after the completion of the applicant's case-in-chief, unless extended for good cause upon application to the Court of Common

Pleas. An applicant shall complete the presentation of his case-in-chief within 100 days of the first hearing. Upon the request of the applicant, the Zoning Hearing Board or Hearing Officer shall assure that the applicant receives at least 7 hours of hearings within the 100 days, including the first hearing. Persons opposed to the application shall complete the presentation of their opposition to the application within 100 days of the first hearing held after the completion of the applicant's case-in-chief. An applicant may, upon request, be granted additional hearings to complete his case-in-chief provided the persons opposed to the application are granted an equal number of additional hearings. Persons opposed to the application may, upon the written consent or consent on the record by the applicant and Township, be granted additional hearings to complete their opposition to the application provided the applicant is granted an equal number of additional hearings for rebuttal.

(Ord. 2002-06, 11/11/2002, §2203)

§27-2204. Notice of Hearings.

The Zoning Hearing Board shall give notice as follows:

A. By publishing a notice thereof in a newspaper of general circulation within the Township once a week for 2 successive weeks, not less than 7, nor more than 30 days prior to the hearing.

B. By mailing notice thereof to the applicant and to any person who has made timely request for the same. In addition, said notice of said hearing shall be conspicuously posted on the affected tract of land at least 1 week prior to the hearing.

C. By mailing notice thereof to the Township Zoning Officer, to the Chairman of the Township Board of Supervisors and to the Chairman of the Township Planning Commission.

D. The Zoning Hearing Board may mail notice thereof to the owner of every lot on the same street within 500 feet of the lot or building in question on every lot not on the same street within 200 feet of said lot building. But failure to give notice, either in part or in full, as stated by this paragraph, shall not invalidate any action taken by the Zoning Hearing Board.

E. The notice herein required shall state the name of the applicant, the location of the lot or building and the general nature of the question involved, and the date, time, and location of the hearing. In addition thereto, when a hearing is required under §27-2206, the notice shall state that the validity of the Chapter or map is in question and shall note that copy of the landowner's request, including plans and proposed amendments may be examined by the public at the Township during regular business hours.

(Ord. 2002-06, 11/11/2002, §2204)

§27-2205. Expenditures for Services; Fees.

1. Within the limits of funds appropriated by the Board of Supervisors, the Zoning Hearing Board may employ or contract for, secretaries, clerks, legal counsel, consultants, and other technical and clerical services. Members of the Zoning Hearing Board may receive compensation for the performance of their duties, as may be fixed by the Board of Supervisors.
2. The applicant before the Zoning Hearing Board shall deposit with the Treasurer of the Township, such a sum of money as set forth in the fee schedule adopted by resolution of the Boards of Supervisors to pay for the cost of the hearing.

3. The following administrative costs incurred by the Township relative to hearings before the Zoning Hearing Board shall be paid from the application filing fee:
   a. Cost of preparation of required notices.
   b. Cost of mailing notices, including postage.
   c. Cost of advertising.
   d. Cost of posting notice or verification.
   e. Duplication or copying costs.
   f. An equal share of the court reporter's attendance fee.
   g. Cost of stenographic record, if such record is requested by the Zoning Hearing Board or the applicant.
   h. Other costs related to the application.
4. Continued Hearings and Collection of Fees.
   a. In the event more than one hearing is necessary on any application, as promptly as may be possible following the initial hearing, the Zoning Hearing Board shall determine the total amount of all costs incurred, and shall deduct same from the application fee. In the event the application is, at any time, insufficient to cover the costs incurred or reasonably anticipated to be incurred, the Zoning Hearing Board shall notify the applicant, provide the applicant with a written copy of each item, and shall require the applicant to pay, within 10 days of such notification, any balance then due; together with a further minimum deposit of one- half of the initial filing fee. In the event of multiple hearings, all costs shall be reported and collected in accordance with this procedure.
   b. The failure of the Zoning Hearing Board to demand additional deposits from time to time shall not relieve the applicant of liability for costs, charges, expenses, and fees in excess of deposit; and in the event of default, such shall be recovered by such action as is by law provided.
   c. All fluids deposited by the application excess of the actual cost of the hearing or hearings shall be returned to the applicant upon completion of the proceeding.

(Ord. 2002-06, 11/11/2002, §2205)

§27-2206. Hearings.

The Zoning Hearing Board shall conduct hearings and make decisions in accordance with the following requirements:

A. Hearings of the Zoning Hearing Board shall be held at the call of the Chairman and at a reasonable time and place for public hearings notification of said hearing shall be provided as set forth in §27-2204.

B. The hearings shall be conducted by the Zoning Hearing Board or the Zoning Hearing Board may appoint any member or an independent attorney as the Hearing Officer. The decision, or where no decision is called for, the findings, shall be made by the Zoning Hearing Board, however, the appellant or the applicant, as the case may be, in addition to the Township, may, prior to the decision of the hearing, waive decision or findings by the Zoning Hearing Board and accept the decision or findings of the Hearing Officer as final.

C. The parties to the hearing shall be any person who is entitled to notice under §27-2204 without special request therefor, who has made timely appearance of record before the Zoning Hearing Board and any other person permitted to appear by the Zoning Hearing Board.

D. The Chairman or acting chairman of the Zoning Hearing Board or the Hearing Officer presiding shall have power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant documents and papers, including witnesses and documents requested by the parties.

E. The parties shall have the right to be represented by counsel and shall be afforded the opportunity to respond and present evidence, to argue and to cross- examine adverse witnesses on all relevant issues.

F. Formal rules of evidence shall not apply, but irrelevant, immaterial, unduly repetitious and hearsay evidence shall be excluded and other inadmissible evidence may be excluded at the discretion of the Zoning Hearing Board.

G. The Zoning Hearing Board or the Hearing Officer, as the case may be, shall keep a stenographic record of the proceedings and a transcript of the proceedings and copies of graphic or written material received in evidence shall be made available to any party at cost.

H. The Zoning Hearing Board or the Zoning Hearing Officer shall not communicate, directly or indirectly, with any party or his representatives in connection with any issued involved, except upon notice of any communication, reports, staff memoranda, or other materials, except advice from their Solicitor, unless the parties are afforded an opportunity to contest the material so noticed and shall not inspect the site or its surroundings with any party or his representative after the commencement of the heating, unless all parties are given an opportunity to be present.

I. The Zoning Hearing Board or the Hearing Officer, as the case may be, shall render a written decision, or, when no decisions called for, make written findings on the application within 45 days after the last hearing before the Zoning Hearing Board or Hearing Officer.

   i. Each decision shall be accompanied by findings and conclusions based thereon; together with the reasons therefor. Conclusions based on any provisions of this Chapter or of any act, rule, or regulation, shall contain a reference to the provision relief was granted upon and the reasons why the conclusion is deemed appropriate in light of the facts found.

   ii. If the hearing is conducted by the Hearing Officer and there has been no stipulation that this decision or findings are final, the Zoning Hearing Board shall make its report and recommendations available to the parties within 45 days, and the parties shall be entitled to make written representations thereon to the Board prior to final decision or entry of its findings, and the decision of the Zoning Hearing Board shall be entered no later than 30 days after the report of the Hearing Officer.

   iii. Except for substantive challenges filed under §916.1 of the Municipalities Planning Code, 53 P.S. §10916.1, where the Zoning Hearing Board fails to render a decision within the 45-day period required by this clause; fails to hold a hearing within 60 days from the applicant's request, unless the applicant has agreed or shall agree in writing to an extension of time; or fails to complete the required hearing as provided in §27-2203.5, the decision shall be deemed to have been

rendered in favor of the applicant.

J. A copy of the final decision, or where no decision is called for, of the findings; shall be delivered to the applicant personally or mailed to him not later than the day following its date. To all other persons who have filed their name and address with the Zoning Hearing Board not later than the last day of the hearing, the Zoning Hearing Board shall provide, by mail or otherwise, brief notice of the decisions or findings and a statement of the place at which the full decision or findings may be examined.

(Ord. 2002-06, 11/11/2002, §2206)

§27-2207. Jurisdiction and Functions.

1. The Zoning Hearing Board shall have exclusive jurisdiction to hear and render final adjudications in the following matters:
   a. Substantive challenges to the validity of this Chapter, except those brought before the Board of Supervisors pursuant to §609.1. "Procedure for Landowner Curative Amendments," and §916.1(a)(2), "Challenge to Validity of Ordinance," of the Municipalities Planning Code, Act 247, as amended, 53 P.S.§§10609.1, 10916.1(a)Q).
   b. Challenges to the validity of this Chapter raising procedural questions or alleged defects in the process of enactment or adoption, which challenges shall be raised by an appeal taken within 30 days after the effective date of this Chapter. Where the ordinance appealed from is the initial zoning ordinance of the Township and a Zoning Hearing Board has not been previously established, the appeal raising procedural questions shall be taken directly to court.
   c. Appeals from the determination of the Zoning Officer including, but not limited to, the granting or denial of any permit, or failure to act on the application therefor, the issuance of any cease and desist order, or the registration or refusal to register any nonconforming use, structure, or lot.
   d. Appeals from a determination by the Township Engineer or the Zoning Officer with reference to the administration of Part 15, "Flood Hazard District," of this Chapter.
   e. Applications for variances from the terms of this Chapter pursuant to §910.2 of the Municipalities Planning Code, Act 247, as amended, 53 P.S. §10910.2.
   f. Applications for special exceptions under this Chapter pursuant to §912.1 of the Municipalities Planning Code, Act 247, as amended, 53 P.S. §10912.1.
   g. Appeals from the Zoning Officer's determination, under §916.2, "Procedure to Obtain Preliminary Opinion," of the Municipalities Planning Code, Act 247, as amended, 53 P.S. §10916.2.
   h. Appeals from the determination of the Zoning Officer or Township Engineer in the administration of this Chapter, or provision thereof, with reference to sedimentation and erosion control and stormwater management, insofar as the same relates to development.
2. *Variances.*
   a. The Zoning Hearing Board shall hear and decide requests for variances where it is alleged that the provisions of this Chapter inflict unnecessary hardship on the applicant. The Zoning Hearing Board may by rule prescribe the form of application, as provided by §27-2102, "General Permit Regulations." The Zoning Hearing Board

may grant a variance, provided the following findings are made, where relevant, in a given case:

i. 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 this Chapter in the neighborhood or district in which the property is located.

ii. 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 this Chapter and that the authorization a variance is therefore necessary to enable the reasonable use of the property.

iii. That such unnecessary hardship has not been created by the applicant.

iv. That the variance, if authorized, will neither 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.

v. That authorization of variances in the Flood Hazard District shall be consistent with the requirements of §27-1508 of this Chapter.

vi. 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.

b. In granting any variance, the Hearing Board may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes of this Chapter.

3. *Special Exceptions.* The Zoning Hearing Board shall hear and decide requests for special exceptions where this Chapter has stated special exceptions are to be granted pursuant to the following express standards and criteria, in addition to such other considerations and determinations as may be required by the Municipalities Planning Code, Act 247, as amended, 53 P.S. §10101 et seq., and other provisions of this Chapter. The Zoning Hearing Board shall:

a. Give full consideration to the size, scope, extent, and character of the exception desired and assure itself that such request is consistent with the plan for future land use in East Fallowfield Township and with the spirit, purpose, and intent of this Chapter.

b. Take into consideration the character and type of development in the area surrounding the location for which the request is made and determine that the proposed change or modification, if permitted, will constitute an appropriate use in the area and will not substantially injure or detract from the use of surrounding property or from the character of the neighborhood.

c. Consider the public interest in, or the need for the proposed use or change that determines that the proposal will serve the best interest of the Township, the convenience of the community (where applicable) and the public health, safety, and general welfare.

d. Make certain that the proposed change is reasonable in terms of the logical, efficient, and economical extension of public services and facilities including, but not limited to, public water and sewer, police and fire protection, transportation, and public schools.

e. Be guided in its study, review, and recommendations by sound standards or subdivision practice, where applicable.

f. Review the recommendations of the Planning Commission on the proposed development plan, where such plan is required. The Zoning Hearing Board shall not be bound by such recommendations, nor shall the Zoning Hearing Board be bound by the action of the Board of Supervisors in relation to the development plan.

g. Guide the development of highway frontage insofar as possible so as to limit the total number of access points, reduce the need for on-street parking and encourage the frontage of buildings on parallel marginal roads or on roads perpendicular to the highways.

h. Consider, where pertinent, the effects of the proposal, with respect to congestion on the roads or highway, the most appropriate use of land, conserving the value of buildings, safety from fire, panic, and other dangers, adequacy of light and air; the prevention of overcrowding of land; congestion of population and adequacy of public and community services and determine that approval of the application will not have a substantially adverse effect thereon.

i. Be assured that the natural features and processes characterizing the proposed site and its surroundings shall not suffer unmitigated degradation, that the management of stormwater, the provisions of water or sewer service, and any other alterations to the site's pre-development conditions shall be consistent with Township goals, practices, and plans in these regards, and that demand for water and energy by the proposed, use shall be minimized to the optimal extent.

j. Impose such conditions, in addition to those required as are necessary to assure that the intent of this Chapter is complied with, and which are reasonably necessary to safeguard the health, safety, morals, and general welfare of the residents of the Township at large, and the residents and owners of the property adjacent to the area in which the proposed use is to be conducted. Conditions may include, but are not limited to, harmonious design of buildings, aesthetics, hours of operation, lighting, in accordance with §27-1809, "Lighting," of this Chapter, numbers of persons involved, and performance standards, in accordance with §27- 1810, "Performance Standards."

k. Special Conditions. In addition to conforming with the general standards above, and all other applicable regulations contained in this Chapter, the proposed special exceptions shall conform with all conditions for that use as given in Part 17.

(Ord. 2002-06, 11/11/2002, §2207)

§27-2208. Expiration of Special Exception and Variance.

Unless otherwise specified by the Zoning Hearing Board, a special exception or variance shall expire if the applicant fails to obtain a building permit or a use and occupancy permit, as the case may be, within 6 months from the date of authorization thereof.

(Ord. 2002-06, 11/11/2002, §2208)

§27-2209. Parties Appellant Before the Board.

An appeal to the Zoning Hearing Board under §§27-2207.1.A, .B, .C, .D, .G, and .H may be filed with the Zoning Hearing Board in writing by the landowner affected, any officer or agency of the Township, or any person aggrieved. Requests for a variance under §27-2207.2 and for a special exception under §27-2207.3 may be filed with the Zoning Hearing Board by any landowner or any tenant with the permission of such landowner.

(Ord. 2002-06, 11/11/2002, §2209)

§27-2210. Time Limitations.

1. No person shall be allowed to file any proceeding to the Zoning Hearing Board later than 30 days after an application for development, preliminary or final; has been approved by an appropriate Township officer, agency, or body if such proceeding is designed to secure reversal or to limit the approval in any manner unless such person alleges and proves, that he had no notice, knowledge, or reason to believe that such approval had been given:
    a. If such person has succeeded to his interest after such approval, he shall be bound by the knowledge of his predecessor in interest.
    b. The failure of anyone other than the landowner to appeal from an adverse decision on a tentative plan pursuant to §709 of the Municipalities Planning Code (MPC), Act 247, as amended, 53 P.S. §10709, or from an adverse decision by the Zoning Officer on a challenge to the validity of this Chapter or Zoning Map pursuant to §916.2 of the MPC, 53 P.S. §10916.2, shall preclude an appeal from a final approval except in the case where the final submission substantially deviates from the approved tentative approval.
2. All appeals from determinations adverse to the landowners shall be filed by the landowner within 30 days after notice of the determination is issued.

(Ord. 2002-06, 11/11/2002, §2210)

§27-2211. Stay of Proceedings.

1. Upon filing of any proceeding referred to in §27-2209, and during its pendency before the Zoning Hearing Board, all land development pursuant to any challenged ordinance, order, or approval of the Zoning Officer, or of any agency or body, and all official action thereunder, shall be stayed, unless the Zoning Officer or any other appropriate agency or body certifies to the Zoning Hearing Board facts indicating that such stay would cause imminent peril to life or property. In such case, the development or official action shall not be stayed otherwise than by a restraining order, which may be granted by the Zoning Hearing Board or by the court having jurisdiction of zoning appeals on petition after notice to the Zoning Officer or other appropriate agency or body.
2. When an application for development, preliminary or final, has been duly approved and

proceedings designed to reverse or limit the approval are filed with the Zoning Hearing Board by persons other than the applicant, the applicant may petition the court have jurisdiction of zoning appeals to order such persons to post bond as a condition to continuing the proceedings before the Zoning Hearing Board. Where such a petition is presented, the procedures outlined in §915.1(b), (c) and (d) of the Municipalities Planning Code, 53 P.S. §10915.1(b), (c) and (d) shall apply.

(Ord. 2002-06, 11/11/2002, §2211)

§27-2212. Appeals.

Any person aggrieved by any decision of the Zoning Hearing Board, or any taxpayer or any officer of the Township may, within 30 days after any decision of the Zoning Hearing Board, appeal to the Court of Common Pleas of Chester County.

(Ord. 2002-06, 11/11/2002, §2213)

Date: October 16, 2026
Applicant: Blue Tree Landscaping
Property Owner: Scott Ross
Property Address: 227 Windy Hill Rd, East Fallowfield, PA 19320

RE: Zoning permit no. Z-26-82

NOTICE OF ZONING PERMIT DENIAL

Your zoning permit application for the proposed inground pool at 227 Windy Hill Rd has been denied for the following reasons:

1. **Impervious Coverage Limit Exceeded:** The proposed impervious coverage is 15.74%, which exceeds the R-1 Residential District maximum allowance of 12.00% pursuant to Ordinance 27-503.1(G).
2. **Missing HOA Approval:** The required written approval letter from the Homeowners Association (HOA) was not provided with the application.

To move forward, you may submit revised plans that comply with the maximum impervious surface limits or apply for a variance with the Zoning Hearing Board. Please note that the required HOA approval letter must be provided with any resubmission.

Richard O'Brien, CBI BCO
Zoning Officer
East Fallowfield Township
Keystone Municipal Services

Township of East Fallowfield
2264 Strasburg Road
East Fallowfield, PA 19320

APPLICANT/SITE ADDRESS:
Kasie & Scott Ross
227 Windy Hill Rd
East Fallowfield, PA 19320

LETTER OF INTENT FOR ZONING VARIANCE

Dear Zoning Hearing Board members,

The applicant is looking to construct a swimming pool and patio on their property, 227 Windy Hill Road. In order to construct the swimming pool, the applicant will require the following relief from Zoning Ordinance § 27-503.1(G):

1. To allow the total impervious coverage for the lot to exceed the maximum 12%.

Ordinance § 27-503.1(G) currently states that impervious coverage for the R-1 Residential District shall not exceed 12% total lot coverage. Below are the explanations and reasons why we are requesting relief.

1. The proposed design will increase the total impervious coverage to 15.74%, an increase above the required 12% maximum. An increase of 1,325 sqft over the maximum allowed.

2. The pool and patio layout has been developed to provide a usable swimming area and surrounding space for access and seating while fitting within the existing residential property. The requested relief would allow the project to retain this functional layout rather than substantially reducing the pool or surrounding patio area.

3. The proposed improvements are for private residential recreation. The applicant intends for the pool and patio to remain within the property boundaries and for the site work to be completed in a manner that manages runoff and limits impacts to neighboring properties. Any drainage, grading, or screening measures shown on the final plans will be followed.

We appreciate your time and consideration for this potential project.

Sincerely,

Kasie & Scott Ross

ADJOINING PROPERTY LIST

Subject Property: 227 Windy Hill Road, East Fallowfield, PA 19320

Subject Property Reference

Record Owner	Ross, Kasie & Scott
Parcel / PIN	4704 00284600
Municipality / County	East Fallowfield Township, Chester County, Pennsylvania

Adjoining Parcels

Adjacent Property Address	Record Owner	Parcel / PIN
229 Windy Hill Road Coatesville, Pa 19320	Williams, Mark & Cori	4704 00284500
69 Stone Lane East Fallowfield, PA 19320	Anderson, Michael A & Jamelle D	4704 00285200
67 Stone Lane East Fallowfield, PA 19320	Swisher, Michael S & Gatano-Swisher, Lisa Ann	4704 00285100
65 Stone Lane East Fallowfield, PA 19320	Mann, Charles A & Maria T	4704 00285000
225 Windy Hill Road Coatesville, Pa 19320	Hurley, Mark A & Elisabeth M	4704 00284700
230 Windy Hill Road Coatesville, Pa 19320	Mc'Nelly, Michael J & Marjorie E	4704 00284400
228 Windy Hill Road Coatesville, Pa 19320	Graham, Bryan Scott	4704 00284300
226 Windy Hill Road Coatesville, Pa 19320	Krauss, Elaine & Robert	4704 00284200

180

11124

Blue Tree Landscaping, Inc.
Operating Account
4494 Skippack Pike • P.O. Box 1112
Skippack, PA 19474

60-1343/319

DATE Oct 28 2026

PAY TO THE ORDER OF East Fallowfield Township $ 1,500.00

One Thousand Five Hundred Dollars + 00/100 DOLLARS

UNIVEST
BANK AND TRUST CO.
Member FDIC www.univest.net

FOR Ross - 227 Windy Hill Rd

Details on back.

Security Features

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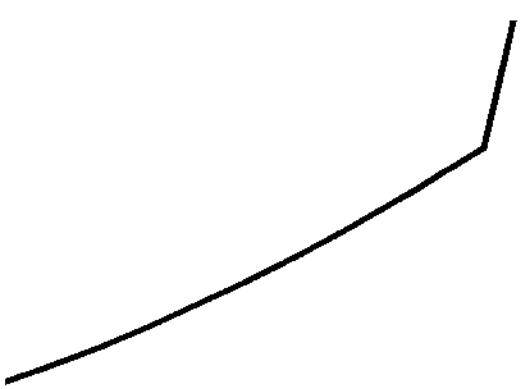


TITLE: ROSS POOL PLAN

Plan Origin Date: 2026.09.28
Revisions:

DATE:

DATE:

DATE:

DATE:

DATE:

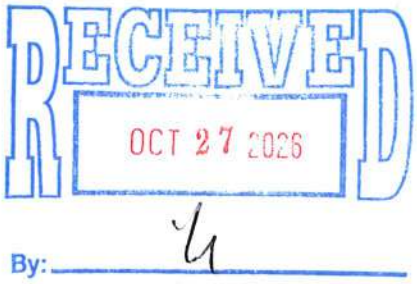
PROPERTY INFORMATION

PROPERTY: 227 Windy Hill Road Coatesville, PA 19320
PARID: 4704 00284600
HOMEOWNER: Kasie & Scott Ross
SUBDIVISION: Strasburg Hills
ZONING: R-1 Low Density Residential
MUNICIPALITY: East Fallowfield Township
LOT SIZE: 35,390 SQFT OR 0.8124 Acres
SOILS: MaC - Manor loam, 8 to 15 precent slopes
Plan Prepared by Andrew Mattiola - Blue Tree Landscaping - 610.220.4657

LEGEND

EE LANDSCAPING
IPPACK PIKE
K, PA 19474
023803
610.222.0590
0.222.0594

October 23, 2026



Boad of Supervisors
Agricultural Security Committee Members
East Fallowfield Township
2264 Strasburg Rd.
East Fallowfield, PA 19320

RE: Petition for the Inclusion of Holly Hollow Farm into the East Fallowfield Township Agricultural Security Area

Dear Board and Committee Members:

Please accept this letter and the attached formal petition as a request to enroll Holly Hollow Farm, located at 1 Ray's Way in the Borough of Modena, into the East Fallowfield Township Agricultural Security Area (ASA).

While our farm boundaries reside within the Borough of Modena, we submit this proposal under the cooperative and regional intent of Pennsylvania Act 43. The Borough of Modena is the smallest and most financially distressed municipality in Chester County. Because of these severe fiscal and administrative limitations, Modena does not maintain its own Agricultural Security Area and is not in the position to establish one. To ensure this historically and environmentally vital tract of agricultural land receives critical right to farm and development protections, we respectfully ask East Fallowfield Township to extend its ASA boundary to include Holly Hollow Farm.

Our petition is well substantiated in three compelling regional factors:

1. Historical Significance and Regional Continuity

Holly Hollow Farm is connected intimately to the foundational colonial history of Chester County. It shares direct historical lineage with the prominent Quaker merchant and politician Israel Pemberton Jr., as well as the historic Mode Family who played a pivotal role in establishing this area. Furthermore, the land is situated along the critical retreat lines utilized during the historic Battle of the Brandywine. Enrolling Holly Hollow Farm honors this heritage and ensures the physical preservation of a landscape that bore witness to the birth of our nation.

2. Connectivity to Existing Preserved Lands

An ASA should ideally reflect contiguous, viable agricultural communities. Holly Hollow Farm sits directly adjacent to several large, active farms within East Fallowfield Township

that have already been successfully preserved. Granting this inclusion bridges a critical geographic gap, reinforcing an unbroken buffer of agricultural zoning and protecting your existing preserved lands from edge effect development pressures.

3. Critical Environmental Stewardship

Our farm serves as an ecological anchor along the Brandywine landscape. We are actively engaged in extensive land stewardship, including a massive evergreen reforestation project, native flower and shrub restoration, and the preservation of critical habitats for local wildlife, such as native foxes and monarch butterfly populations. Preserving this acreage directly protects water quality, mitigates runoff into the Brandywine Creek watershed, and secures vital regional biodiversity that benefits both East Fallowfield and the surrounding county.

By absorbing Holly Hollow Farm into your ASA, East Fallowfield Township will prevent the permanent loss of an invaluable historical asset and ecological haven, while providing a neighboring, underserved community with vital regional planning support.

Thank you for your time, consideration, and continued leadership in Chester County agricultural preservation. I look forward to discussing this petition with your Agricultural Security Committee members and at a future township meeting.

Sincerely,

Jenny & Edward Hines
The Owners & Stewards of Holly Hollow Farm
1 Ray's Way, Coatesville, PA 19320

PA DEPARTMENT OF AGRICULTURE
ABFP-14, REV. 4/2005

LOCAL GOVERNMENT UNIT USE ONLY

DATE RECEIVED _____
HEARING DATE _____
ACTION DATE:

_____ APPROVED W/O MODIFICATION
_____ MODIFIED, THEN APPROVED
_____ REJECTED

PROPOSAL FOR THE ADDITION OF AN AGRICULTURAL SECURITY AREA

This form is to be completed by the landowner(s) who propose(s) to form an agricultural security area under the Agricultural Area Security Law (Act 43 of 1981). Three copies of this form, including the required map (see below) shall be submitted certified mail, return receipt requested, to the township in which the proposed agricultural security area is located. If the proposed area is located in more than one township (municipality) the proposal shall be submitted to all governing bodies affected. The tax parcel number may be obtained from the property tax notice or the county mapping office. If a number cannot be found, the deed reference numbers/account numbers of the property may be substituted. A map showing the boundary of the proposed agricultural area and boundaries of the properties owned by the undersigned landowners within the proposed agricultural security area should be attached to each copy of this form (A county tax map, US Geological Survey topographic map, or other map as specified by the local government). Properties owned by each petitioner shall be identified on each map. In cases of joint ownership, all owners must sign the proposal.

1. Location of the proposed area: Borough of Modena, Chester
(Township, Borough or City) (County)
2. Total acreage in area: 23.4

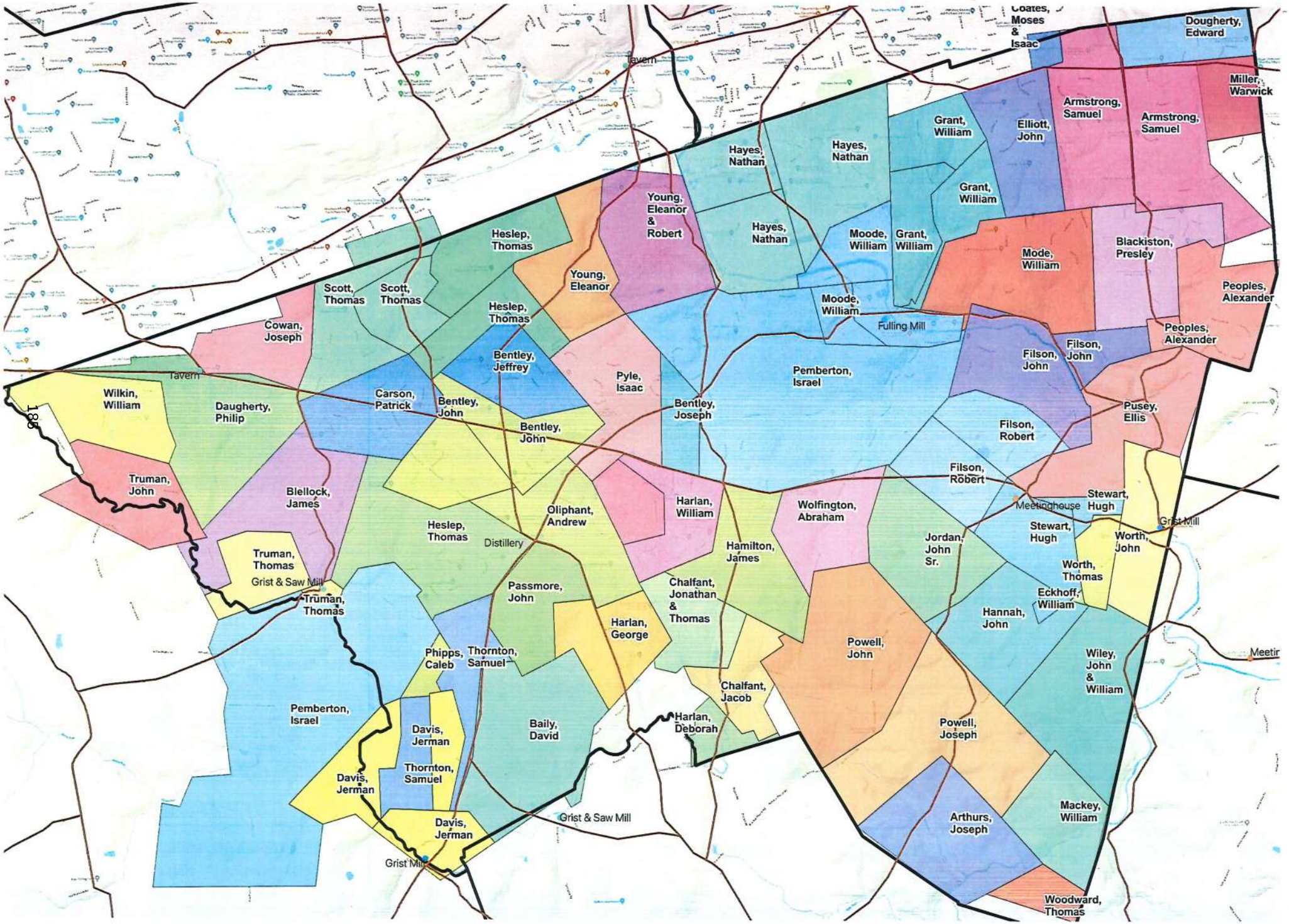
3. Names and addressed of landowners proposing the area. Use additional paper with just columns if needed. Signers to this proposal give their consent to include the described land in the agricultural security area once it is approved.

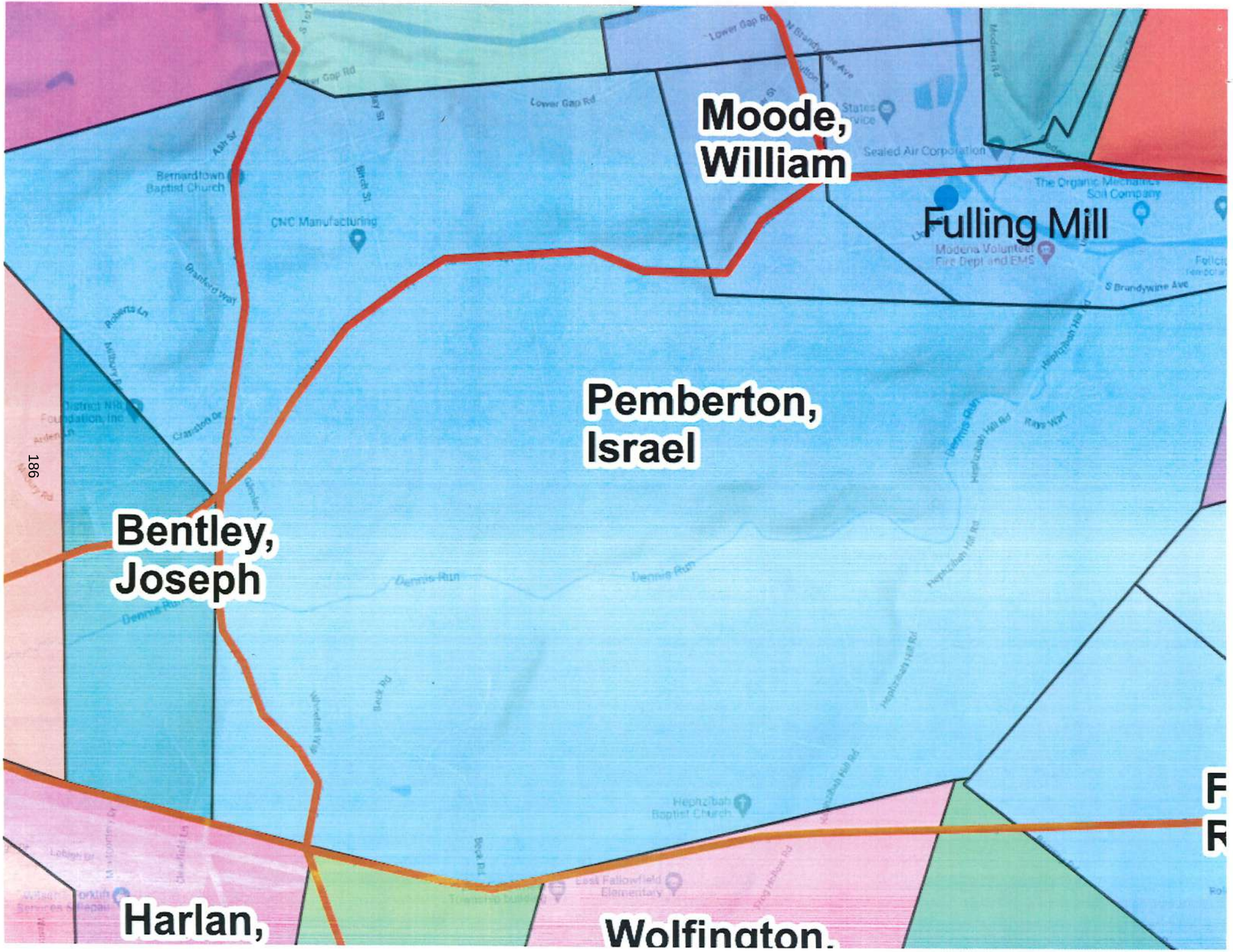
184

Landowner's Name (PRINTED) and Signature (BELOW LINE)	Address (PRINT)	County Tax Parcel ID Number (PIN) & Account Number	Acreage
Jenny L. Hines	1 Ray's Way Coatesville, PA 19320	1004 0099000E	23.4
Jenny L Hines		UPI 10-4-99	
Edward T Hines			
Edward Hines			

East Fallowfield, 1777

= 1777 Municipal Border = 1777 Roads




Moode, William
Fulling Mill
Pemberton, Israel
Bentley, Joseph
Harlan,
Wolfington,
Lower Gap Rd
Bernardtown Baptist Church
CNC Manufacturing
Sealed Air Corporation
Modena Volunteer Fire Dept and EMS
S Brandywine Ave
Dennis Run
Hephzibah Hill Rd
Hephzibah Baptist Church
East Fallowfield Elementary

Properties Preserved Adjacent to Holly Hollow Farm

201 Morning Star Lane

47-5-70 (38.5 acres)

10-4-98 (4.5 acres)

2179 & 2181 Strasburg Rd.

47-5-71 (87.3 acres)

47-5-71.1 (14.8 acres)

47-5-71.2 (13.2 acres)

47-5-71.3 (12.1 acres)

47-5-71.4 (14.8 acres)


Chesco Rep
Woodland AV
S Brandywine AV
Modena Borough
Holly Hollow farm
Rays WY
Hall Hill RD
Modena Borough
East Fallowfield Township
East Fallowfield Township
South Coatesville Borough
East Fallowfield Township
Hephzibah Hill RD
Morning Star LA
Hidden Acres LA
Strasburg RD
Ramsey RD
Sycamore LA
P/O F27
P/O F27
P/O F27
10-3-49
47-5-41
10-4-87
10-4-102
10-4-93
10-4-92
10-4-101
10-4-94
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47-5-72.1
47-5-72
47-5-72.2
47-5-73
47-5-76.1
47-5-43.19
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47-5-70
47-5-71.4
47-5-71
47-5-71.2
47-5-71.1
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47-5-79.2
47-5-77
47-8-19.2
47-8-19
47-8-11
47-8-15
47-8-16
47-8-18.8
47-8-18.7
47-8-18.6
47-5-29
47-5-30
47-5-31
47-5-49
47-5-50

East Fallowfield Township Recreation Commission

Monthly Report to the Board of Supervisors

Month & Year:	November, 2026
Meeting Date(s):	November 17, 2026
Meeting Attendees:	Teri Dickinson (Chair), Joyce Madding (Vice Chair), Stephanie Scotton (Secretary), Jerry Dickinson, Karl Skotleski (phone in), Jamie Thorington, Julie Gesuale-Kitson, Jonathan Egger
Report submitted by:	Teri Dickinson
BOS Liaison:	Supervisor Robert Sparr

1. Meetings and Activities: Briefly summarize meetings, programs, events, site visits, volunteer activities, or other Commission activities discussed.

Trunk or Treat Review:

- Not as well-attended as in the past, recommended to change the time to later in the day.
- Keep layout of trunks the same in 2027 (around the playground)

Holiday Tree Lighting, December 5, 2026, at 6:00 PM

- **I encourage all Supervisors to attend, in order to promote community outreach and goodwill.**
- Goody bags made for participating Doe Run Elementary School chorus. Fifty to fifty-five chorus members and their families expected to attend.
- Ornaments for tree made by Dow Run Elementary School children (to be hung by the Road Crew when the lights are added)
- Hot Chocolate and cookies will be served by our Parks and Recreation team.
- Santa and Mrs. Clause will arrive on the Modena Fire Truck for photo ops.

Community resident, **Julie Gesuale-Kitson**, was interviewed by the team. She will be applying for a vacant Board spot in January 2027. Julie has experience in community event planning and working for and with non-profits.

2. Parks, Trails and Facilities: Report significant maintenance, improvement, safety, accessibility, or usage matters identified.

Fall Park Cleanup, November 14, 2026

- Community volunteers: Chris Rainville, Wayne and Graydon Vincent, Bob Freshley, Al McDevitt, Josh Konitzer. Parks and Recreation: Teri Dickinson, Jerry Dickinson
- Multiflora Rose and other invasive plant species removed for around the pond as time permitted. Much more needs to be done.
- Dead tree marked and identified for removal by the walkway leading to the pier. Leaning towards the railing and will take out the railing should it fall. Reported to Justin Gathercole for removal.

- Two birdhouses made for the birdhouse competition by Jack and Grayson Quattrone were hung in trees by the pavilion.
- Kiosks cleaned and updated with information. Weed whacked under the benches at kiosk.
- Free Libraries were filled and seasonal holiday flowers added to the base.
- Playground was inspected using the US Consumer Product Playground Safety Checklist (Loose knob on handrail noted and several screws need a rubber cap). Findings will be sent to the Township. **Please note recommendation below concerning inspections.**
- Trash pickup throughout the Park, trails cleared of fallen sticks and branches.
- Flagpole garden weeded and perennials trimmed.
- Pavillion and gazebo cleaned

3. Programs, Events and Community Activities: Programs/events held, planned, or under consideration.

2027 Event schedule discussed. This is just a preliminary schedule and will be finalized in Spring, 2027.

Date (2027)	Event	Notes
Sat., April 17	Spring Park Cleanup	About 3 weeks before the Rescue Rally
Sat., May 15	Rescue Rally	Five animal rescues, vendors and the "rescue runway." A rain date in August or September is under consideration.
Thurs., June 17, July 15, Aug. 19	Summertime Concert Series	Third Thursdays. Rain date one week later. Scheduled by the township with Showstoppers.
Sat., June 26	Star-Spangled Bike Parade	Rain or shine. The weekend before July 4. Free decorating supplies, goodie bags and raffles.
Sat., Aug. 7	Flea Market	Moved from October to spread out events. Rain date to be decided.
Sat., Sept. 11	Touch-a-Truck	Saturday after Labor Day
Sat., Oct. 30	Trunk or Treat	Day before Halloween
Sat., Nov. 13	Fall Park Cleanup	
Sat., Dec. 4 or 11	Holiday Tree Lighting	Depends on Doe Run Elementary's schedule

4. Recommendations to the Board of Supervisors:

None:	☐
Recommendations:	Our playground is safe, but to maintain a safe play environment, minimize liability exposure, and extend the operational lifespan of the playground assets, we recommend implementing a formal **Monthly Operational Inspection** schedule. This aligns with industry benchmarks set by the US Consumer Product Safety Commission. Following each monthly inspection, a signed and dated report should be logged for insurance and compliance records.

5. Upcoming Matters / Next Month's Priorities:

The next meeting will be January 19, 2027, at which time we will hold our reorganization meeting and work on the 2027 park season activities and events in detail.

6. Additional Comments:

The Parks and Recreation team encourages ALL Supervisors to attend our events to first-hand witness our community at its best, promote community goodwill, and to recognize the dedication and hard work that our entire team puts into everything we do.

Please join us!

East Fa-la-la-la-Fallowfield Township's Annual Tree Lighting & Santa's Arrival

Saturday, December 5 at 6pm

EFT Community Park, 900 Buck Run Road

- Holiday songs by the Doe Run Elementary School Chorus
- Join in the caroling
- Visit with Santa
- Enjoy hot cocoa and treats





East Fallowfield Township Planning Commission

Monthly Report to the Board of Supervisors

Month & Year:	11/2026
Meeting Date(s):	11/2 and 11/16
Meeting Attendees:	
Report submitted by:	Guido Giuntini
BOS Liaison:	Supervisor Stoff

1. Meetings and Activities: Summarize meetings held, Planning Commission attendance, presentations reviewed, planning/ordinance topics discussed or other Commission activities.

11/2
Revision of Rental Ordinance
Comments sent to staff and BOS for review via email
Approval of minutes
All members present

11/16
Discussion of revision of Septic Management Program ordinance
Comments sent to staff and BOS for review via email
Approval of minutes
Discussed selection of Comp Plan Task Force members
Members absent: Deloin Scotton

2. Applications / Plans Reviewed:

3. Ordinance / Planning Matters: Identify any zoning, subdivision and land development, comprehensive plan, or other planning matters considered.

See 1.

4. Recommendations to the Board of Supervisors:

None:	☐
Recommendations:	Review Rental and Septic ordinances with the solicitor based on emailed comments.

5. Upcoming Matters / Next Month's Priorities:

Selecting members for the Comp Plan update task force.

6. Additional Comments:

Comp Plan Task Force PC volunteers Charles Reed TJ Berlin Karen Beasley Sue Monaghan Jerry Dickinson

Chester County Department of Emergency Services

East Fallowfield Police Department



Year to Date Stats

Month	Count
JANUARY	604
FEBRUARY	563
MARCH	633
APRIL	606
MAY	640
JUNE	673
JULY	635
AUGUST	690
SEPTEMBER	770
OCTOBER	668
NOVEMBER	51
Year to Date Total:	**6,533**

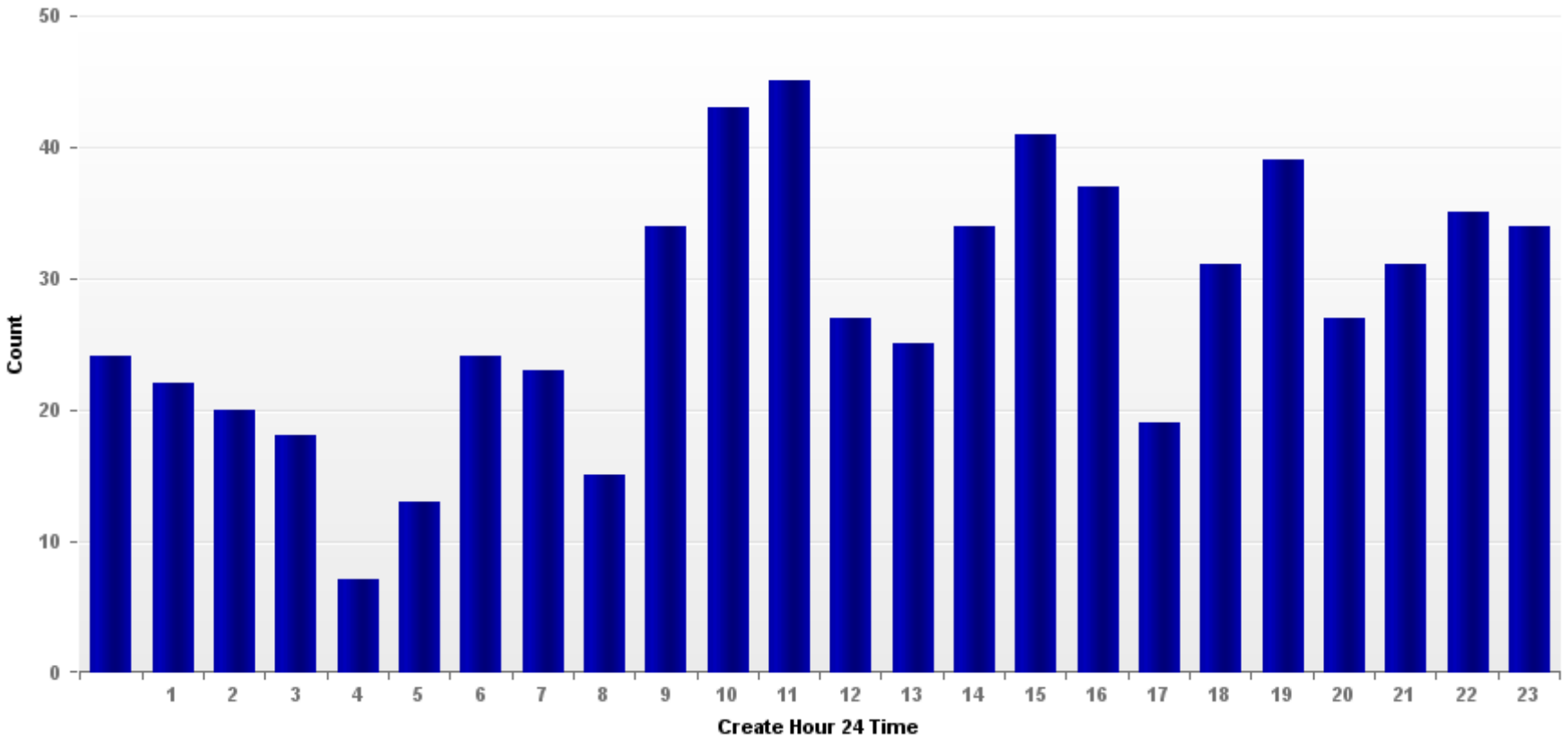
TOP Event SubType to Date	Count to Date
PATROL CHECK - OUTSIDE AREAS	2,479
BUSINESS CHECK	988
TRAFFIC STOP	541
REPORT	363
PHONE ASSIGNMENT	233
SCHOOL CHECK	168
MISCELLANEOUS POLICE NATURE	148
TRAFFIC-GENERAL/HAZARDS (PD)	146
ANIMAL COMPLAINT	112
FOR POLICE DEPT.INFORMATION	107
FALL / LIFT ASSIST - BLS	86
SUSPICIOUS CONDITION(S)(JO/IP)	82

Chester County Department of Emergency Services

East Fallowfield Police Department

Monthly Event Count by Hour of the Day

Date Range:	OCTOBER
Total Events:	668



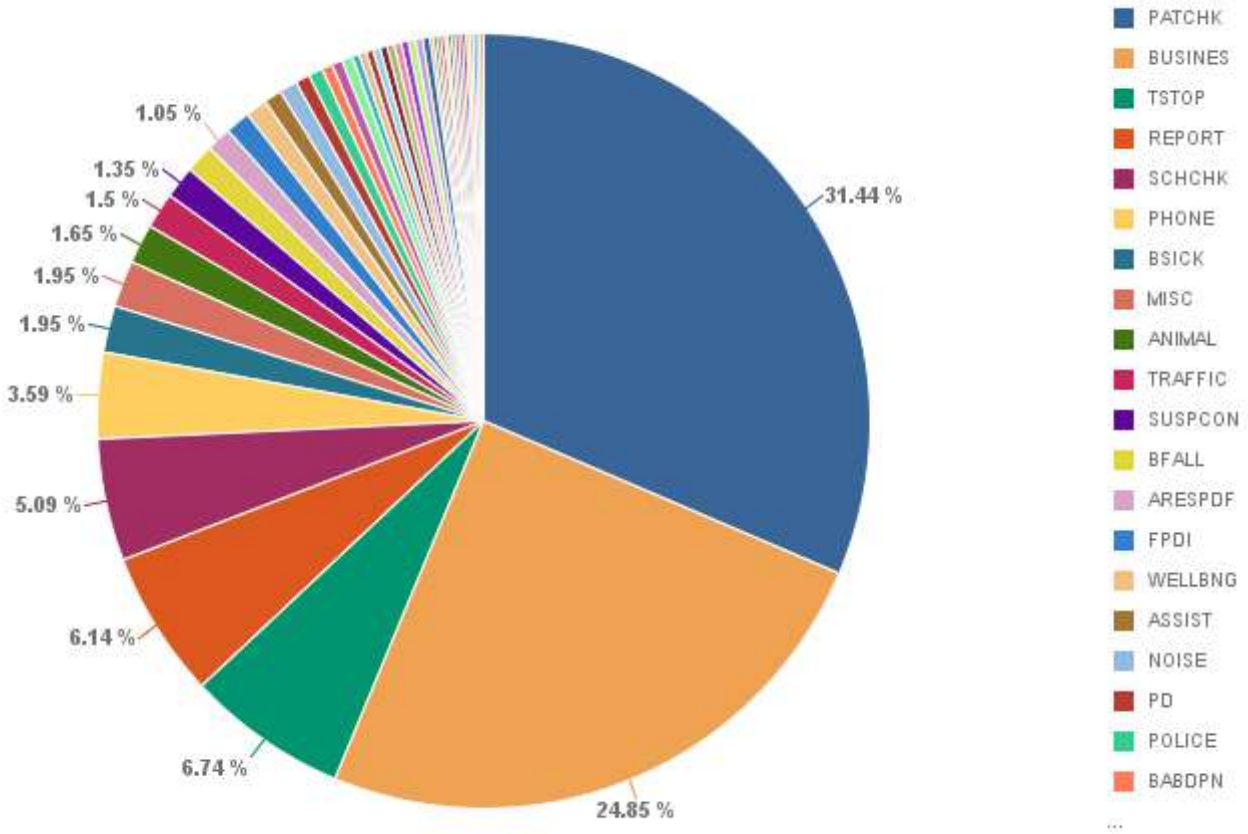
Chester County Department of Emergency Services

East Fallowfield Police Department

Monthly Event Count by All Sub Types

Date Range:	**OCTOBER**
Total Events:	**668**

Event Type	Type	Count
POLICE	PATCHK	210
POLICE	BUSINES	166
POLICE	TSTOP	45
POLICE	REPORT	41
POLICE	SCHCHK	34
POLICE	PHONE	24
MEDICAL	BSICK	13
POLICE	MISC	13
POLICE	ANIMAL	11
POLICE	TRAFFIC	10
POLICE	SUSPCON	9
MEDICAL	BFALL	8
MEDICAL	ARESPDF	7
POLICE	WELLBNG	6
ACCIDENT	PD	4
POLICE	DOMESTI	3



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Chester County Department of Emergency Services

East Fallowfield Police Department

Monthly Event Count by All Sub Types

Event Type	Event Sub Types	Count
POLICE	PATROL CHECK - OUTSIDE AREAS	210
POLICE	BUSINESS CHECK	166
POLICE	TRAFFIC STOP	45
POLICE	REPORT	41
POLICE	SCHOOL CHECK	34
POLICE	PHONE ASSIGNMENT	24
MEDICAL	SICK PERSON - BLS	13
POLICE	MISCELLANEOUS POLICE NATURE	13
POLICE	ANIMAL COMPLAINT	11
POLICE	TRAFFIC-GENERAL/HAZARDS (PD)	10
POLICE	SUSPICIOUS CONDITION(S)(JO/IP)	9
MEDICAL	FALL / LIFT ASSIST - BLS	8
MEDICAL	RESPIRATORY DIFFICULTY - ALS	7
POLICE	FOR POLICE DEPT.INFORMATION	7
POLICE	WELL-BEING CHECK	6
POLICE	ASSIST OTHER PD	5
POLICE	NOISE COMPLAINT (JO/IP)	5
ACCIDENT	PROPERTY DAMAGE	4
ALARM	POLICE	4
MEDICAL	ABDOMINAL PAIN - BLS	3

Chester County Department of Emergency Services

East Fallowfield Police Department



Monthly Event Count by All Sub Types

Event Type	Event Sub Types	Count
POLICE	DOMESTIC (JO/IP)	3
POLICE	WARRANT HIT / SERVICE	3
ALARM	MEDICAL - BLS	2
FIRE	SMOKE/ODOR INVEST OUTSIDE	2
MEDICAL	CVA/STROKE - ALS	2
MEDICAL	HEART PROBLEMS - ALS	2
MEDICAL	INJURED PERSON - BLS	2
MEDICAL	OVERDOSE - BLS	2
POLICE	CRIM/MISCHIEF (JO/IP)	2
POLICE	DISTURBANCE (JO/IP)	2
POLICE	KEYS - LOCKED (VEH,HSE,ETC)	2
POLICE	REPOSSESSION	2
POLICE	SHOTS HEARD (JO/IP)	2
ACCIDENT	BLS	1
ACCIDENT	PEDESTRIAN STRUCK	1
ALARM	CARBON MONOXIDE	1
ALARM	FIRE	1
FIRE	CARBON MONOXIDE INCIDENT	1
FIRE	FIRE POLICE REQUEST	1
FIRE	FUEL SPILL	1

Chester County Department of Emergency Services

East Fallowfield Police Department

Monthly Event Count by All Sub Types

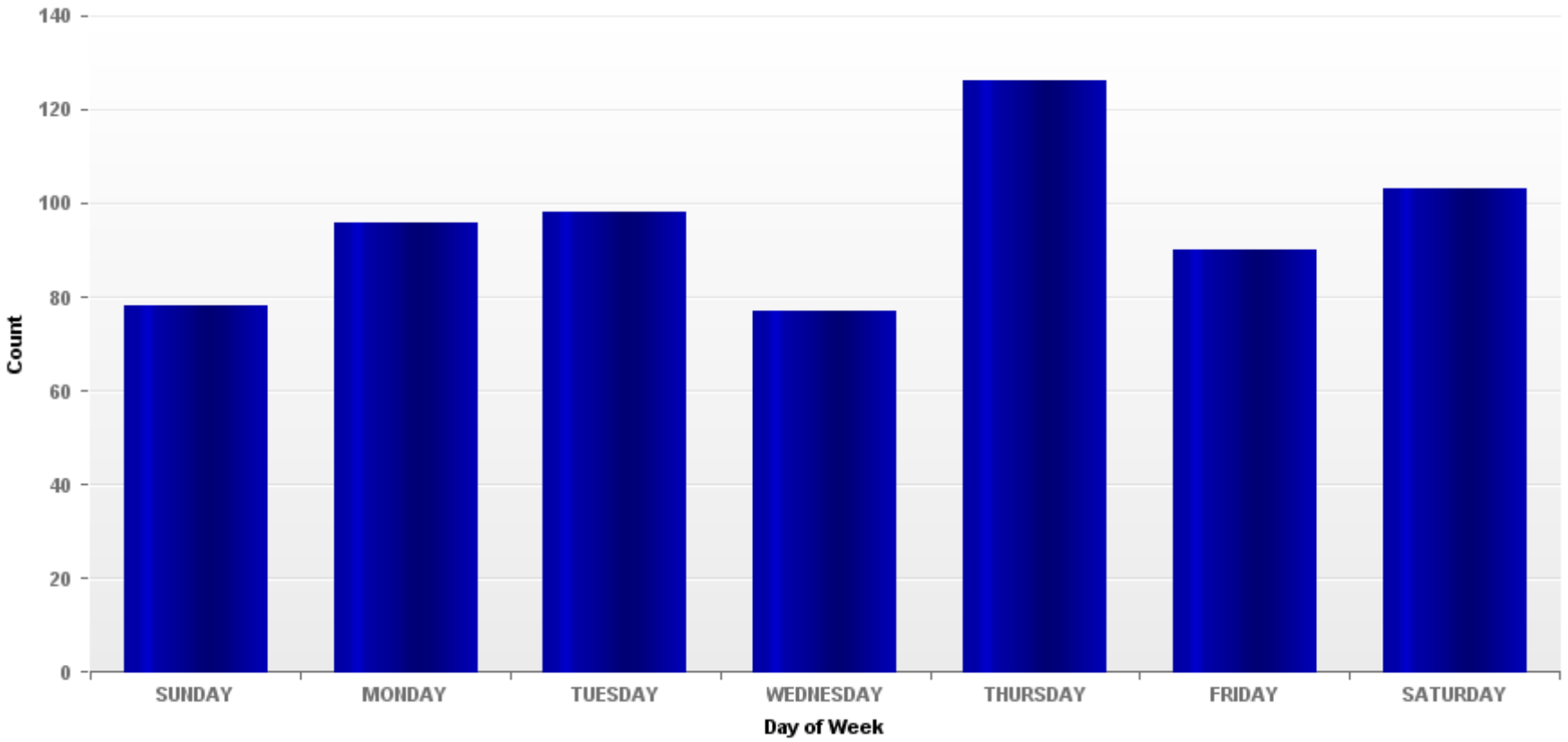
Event Type	Event Sub Types	Count
MEDICAL	ALLERGC/MED REACTION - BLS	1
MEDICAL	DOA - BLS	1
MEDICAL	HEMORRHAGING - ALS	1
MEDICAL	SEIZURES - ALS	1
POLICE	911 HANG UP	1
POLICE	FIGHT (JO/IP)	1
POLICE	MISSING PERSON	1
POLICE	SPEED MONITORING	1

Chester County Department of Emergency Services

East Fallowfield Police Department

Monthly Event Count by Day of Week

Date Range:	OCTOBER
Total Events:	668



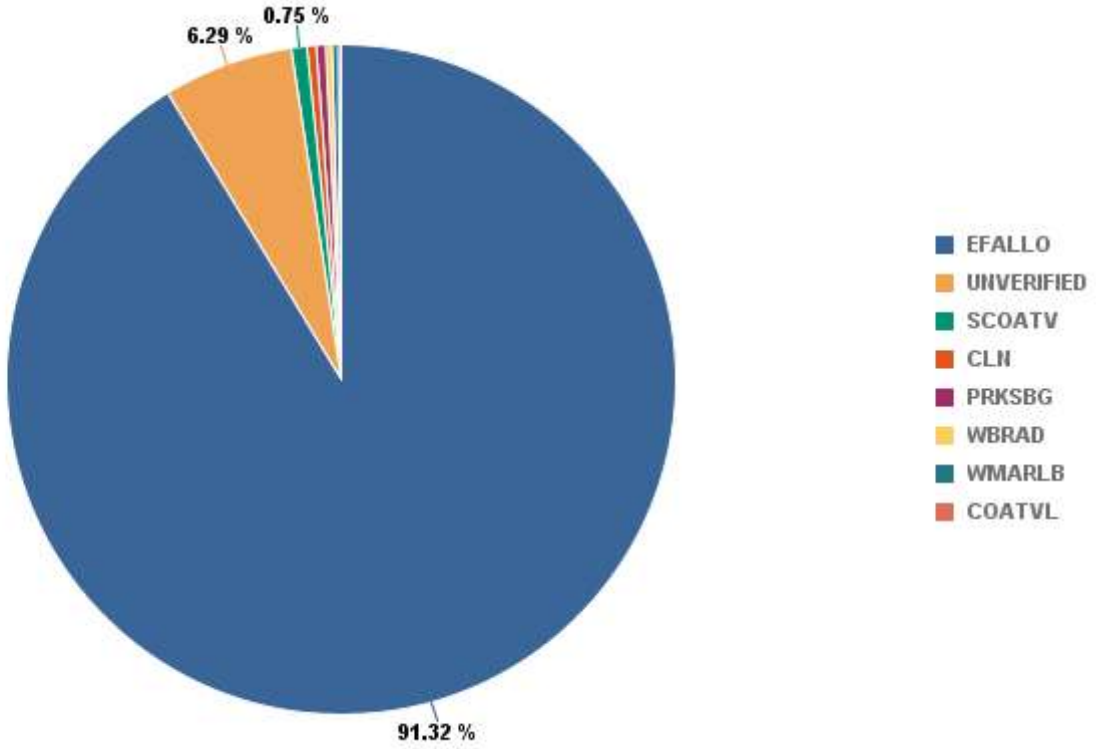
Chester County Department of Emergency Services

East Fallowfield Police Department

Monthly Event Count by Municipality

Date Range:	**OCTOBER**
Total Events:	**668**

Event City	Count
EFALLO	610
UNVERIFIED	42
SCOATV	5
CLN	3
PRKSBG	3
WBRAD	2
WMARLB	2
COATVL	1
Total:	**668**



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EAST FALLOWFIELD TOWNSHIP POLICE DEPARTMENT

POLICIES AND PROCEDURES

Subject: Automated License Plate Readers (ALPR)		**Number of Pages:** 4
Issue Date: 11/24/2026	**Expiration Date:** Until Amended or Rescinded	**Distribution List:** All Sworn Personnel
Authorized By: Chief Chad Osborn		**Signature:**

PURPOSE

The purpose of this policy is to provide officers and employees with guidance on the application and use of license plate readers (LPRs), the associated user access system, and the management of LPR data.

POLICY

Automated License Plate Readers (LPRs) are effective intelligence-gathering tools that officers and detectives can use to monitor potential criminal activity or investigate reported crimes. Due to the extensive nature of the information gathered, restrictions and guidance are necessary to ensure the proper use of these tools and data. It is the policy of the East Fallowfield Police Department that all employees with access to LPR data, both live and historical, review this policy and adhere to its stipulations.

DEFINITIONS

Automatic License Plate Reader / License Plate Reader (ALPR/LPR): An ALPR system consists of one or more Department-authorized fixed, mobile, portable, or networked cameras and associated hardware, software, databases, and interfaces used to capture and convert images of registration plates and vehicles, together with associated date, time, location, direction-of-travel, and vehicle-characteristic information, into searchable data.

ALPR Administrator: The designated individual responsible for the overall administration, management, and oversight of the Automated License Plate Reader (ALPR) program.

Hot List: A user-generated, department-generated, or system-generated collection of license plate numbers that prompts an alert to users.

VIPR: An independent company, the County of Chester Pennsylvania has contracted with to maintain the County's LPRs and provide access to the images and data collection. The Township Police Officers have access to the system granted by the County of Chester, Pennsylvania. *Additional or alternative service providers may be utilized at the discretion of Chester County or Township.

PROCEDURES:

I. General

A. Department personnel may only deploy, access, or use Department-authorized LPR systems provided through the approved ALPR Service Provider.

B. Only officers who have been issued system logins are authorized to access the LPR system. Officers are not permitted to share login credentials or log in to allow access for unauthorized users.

C. Before receiving system access or using an LPR system, personnel shall complete initial training in a manner determined by the Department. **[PLEAC 2.10.1(c)]**

D. Use of the LPR system is restricted to law enforcement purposes only. Permitted uses include:

1. Monitoring traffic for potentially stolen vehicles, unregistered vehicles, or wanted subjects;
2. Searching for wanted subjects;
3. Researching suspect vehicles from potential or reported crimes;
4. Investigating suspicious vehicles;
5. Amber Alerts;
6. Silver Alerts;
7. Other documented law enforcement purposes authorized by law and this policy.

E. Officers shall not use the LPR system for any personal or non-law enforcement purpose, including attempting to locate, monitor, or research a vehicle unrelated to an official investigation or Department-authorized activity. All access and queries are logged, and officers must be able to relate any search or data collection to a (agency name) Police assignment or concern.

II. Data Collection

A. Data Collection and Use

1. Ownership of ALPR information and the Department's authority to access, use, share, retain, or delete that information shall be governed by applicable law and the applicable service, licensing, or data-sharing agreements. Access to information collected by another agency or a commercial provider does not, by

itself, confer ownership or authority to control retention or deletion within the source system. Regardless of ownership, copies downloaded, printed, or otherwise preserved by Department personnel shall be maintained in accordance with this policy, applicable law, and Department records-retention and evidence requirements.

2. When the Department uses a cloud-based ALPR service, the provider shall securely host, maintain, and process Department data as provided in the executed service agreement. The service provider's rights and responsibilities concerning data ownership, access, processing, use, disclosure, and deletion shall be governed by applicable law and the executed service agreement.

3. ALPR data may include a registration plate image or number, vehicle images and characteristics, and associated date, time, location, direction-of-travel, camera, and system metadata. Because this information can be associated with an identifiable person through other records or systems, it shall be treated as sensitive law-enforcement information. When ALPR information alone or in combination with other information constitutes personally identifiable information, Criminal Justice Information, criminal history record information, criminal intelligence information, or investigative information, it shall be handled in accordance with the laws, security requirements, retention rules, and Department policies applicable to that information.

4. The ALPR system is not intended to capture audio or biometric identifiers. Any Criminal Justice Information or criminal history record information introduced through hot lists, CLEAN/NCIC/JNET integrations, query results, case identifiers, exports, or other connected records shall be protected in accordance with the FBI CJIS Security Policy, Pennsylvania's Criminal History Record Information Act, and Department policy. The applicability of other statutory or regulatory camera and data-handling requirements shall be determined from the system's actual capabilities and applicable law.

5. Authorized personnel may conduct ALPR searches and analysis for a legitimate, documented law-enforcement purpose. The scope of the search or analysis shall be reasonably related to that purpose. Personnel shall obtain a warrant, court order, or other legal process when required by law.

6. ALPR data shall only be accessed, searched, downloaded, or exported by authorized personnel when reasonably related to a legitimate and documented law-enforcement purpose. The user shall record the applicable case, incident, CAD, intelligence, or administrative reference number and a brief statement of purpose..

B. Data Retention, Preservation, and Disclosure

1. ALPR information retrieved, printed, downloaded, or otherwise preserved by Department personnel for an investigation, enforcement activity, or other official purpose shall be associated with the applicable investigative file, Records Management System (RMS) report, or other official Department record and retained in accordance with applicable law and approved records-retention

schedules. ALPR information subject to a legal hold or court order shall be preserved for the period required by the hold or order, notwithstanding any routine deletion schedule.

2. Retention of data held by the ALPR service provider on behalf of the Department shall be governed by applicable law, the Department's approved retention requirements, and the applicable service agreement.

3. Retention of source data accessed through another agency or private entity shall be governed by applicable law and the source's retention requirements and any applicable access agreement. Personnel shall promptly preserve relevant ALPR information before routine deletion using an approved export or preservation function, including available source images and associated date, time, location, and record identifiers.

4. To the extent ALPR information documents a transaction or activity of the Department and is created, received, or retained in connection with Department business, it shall be managed as a Department record regardless of whether it is stored by the Department or a contracted service provider. A public record held by a contractor that directly relates to a governmental function may be considered a public record of the Department under 65 P.S. § 67.506(d). Whether a particular ALPR record is publicly accessible or subject to disclosure shall be determined under the Pennsylvania Right-to-Know Law, the Criminal History Record Information Act, applicable investigative, intelligence, privacy, and security exemptions, other applicable law, and legal review.

5. The Department is not required to create a report, summary, analytic product, or data compilation that does not already exist in response to a public-records request; however, existing records shall be preserved, searched, and produced when required by applicable law.

III. System Access

A. Users may access the LPR system through Department-approved equipment, including approved personally owned devices, using Department-approved applications, configurations, and encrypted connections. Personally owned devices shall comply with Department information-security requirements and any applicable CJIS requirements.

B. Each user shall access the system using unique credentials and multifactor authentication. Access shall be limited according to job duties and reviewed at least annually. Access shall be reviewed and adjusted when a user's duties or assignment change and promptly suspended or revoked when a user separates, no longer requires access, or is suspected of misuse.

C. The Department may authorize personnel to conduct system searches and receive alerts on approved mobile devices through standing approval. Approval shall identify the permitted applications, notification methods, and any restrictions on alert content or display. Camera-based collection and downloading or storing ALPR information outside the approved application shall require specific Department authorization. All approved

uses shall comply with Department information-security requirements and any applicable CJIS requirements.

IV. Validating and Updating System Data

A. Hot List

1. An officer may add a vehicle to a Department-maintained hot list only for a documented law-enforcement purpose. Unless otherwise approved as provided below, Department-maintained hot-list entries shall be assigned an expiration date based on the anticipated law-enforcement need. Automatic expiration shall be enabled where supported by the system. Where automatic expiration is unavailable, the originating officer or ALPR Administrator shall ensure that the entry is removed or deactivated when the established period expires.

a) The entry, approval, revalidation, and removal requirements in this subsection apply to locally created entries under the Department's control. Entries supplied through NCIC or another agency or shared source shall be maintained by the originating authority under the applicable system rules or agreement.

b) An entry without a scheduled expiration date, including an "unlimited" or equivalent setting, requires written approval from a Department supervisor.

c) Regardless of the expiration setting, the originating officer shall review and revalidate each entry that remains active at least every 30 days. The officer shall document the continuing law-enforcement need and the date of revalidation in the approved ALPR system or associated Department record. Entries lacking a continuing justification or the required review shall be promptly removed or deactivated.

2. A user adding a vehicle to a Department-maintained hot list shall document the registration plate and state, vehicle description when known, information source and reliability, specific law-enforcement purpose, associated case or incident number, entering user, date entered, and expiration or review date. This information may be maintained collectively in the approved ALPR system and the associated Department incident or investigative record, provided the records are linked by the applicable case or incident number and collectively contain the required information.

3. The entering officer shall notify the ALPR Administrator through Department email or an approved system workflow and identify the entry and associated record containing the reason, reference number, and expiration or review date. An approved system notification providing access to this information satisfies this requirement.

4. The originating user shall review entries under the user's control as required by this subsection, promptly remove or deactivate any entry that is no longer supported by

a law-enforcement need, and document extensions, revalidations, and removals in the approved system or associated Department record.

5. The ALPR Administrator shall:

a) Maintain or ensure access to auditable records of current and historical Department-maintained hot-list entries, including the required documentation, approvals, extensions, revalidations, and removal or deactivation dates. Existing system records may satisfy this requirement when they capture the required information and remain accessible for the applicable retention period. Any required information not captured by the system shall be maintained in the associated Department record.

b) Verify that expired or unsupported Department-maintained hot-list entries are removed or deactivated.

B. An ALPR alert is an investigative lead. Officers shall not initiate a vehicle stop or other enforcement action solely on an unverified alert. Before taking enforcement action based on an alert, officers shall verify the registration plate and issuing state against available images or observations of the vehicle, review the relevant vehicle information and detection time and location, and confirm the current status and reason for the listing through the appropriate information system or originating agency, including CLEAN/NCIC or JNET when applicable. Officers shall establish a lawful basis for the action; placement on an investigative hot list alone does not authorize a vehicle stop.

C. If an ALPR alert indicates a potential violent-felony match involving a vehicle or wanted person, the officer shall promptly notify Dispatch by radio so that additional field units can respond for backup. The officer shall identify any unconfirmed information and continue verification of the alert.

D. The ALPR Administrator shall conduct documented quarterly audits of hot-list entries and random samples of user queries, exports, external sharing, and administrative changes, using available system logs and associated Department records. The Administrator shall also review every system-flagged emergency exception or authorized override, where applicable. Suspected misuse shall be reported to the Chief of Police or designee.

1. Any suspected or alleged misuse will be investigated by the Chief of Police or his designee in accordance with this department's Code of Conduct and Internal Affairs policies.

2. Officers found through investigation to have misused the ALPR system may be subject to discipline, up to and including dismissal, depending on the severity of the violation.

V. Access and Use of Privately Owned ALPR Systems

A. Privately owned ALPR systems may capture data within the Township, and their footage or data can be valuable for law enforcement investigations. Access to such systems must be guided by lawful and ethical standards that respect the privacy and property rights of the system owners.

B. East Fallowfield Police Department personnel may request access to privately owned ALPR systems for legitimate law enforcement purposes on a case-by-case basis.

1. Any access to a privately owned ALPR system and any information retrieved shall be documented in the officer's report. The documentation shall identify the system owner or source, date and time of access, requesting and accessing personnel, case or incident number, specific purpose, search criteria, and a summary of the information reviewed, downloaded, or received.

C. Data retrieved from a privately owned ALPR system shall be treated as sensitive investigative material and shall be subject to the same purpose, access, security, retention, disclosure, and audit requirements that apply to Department ALPR data. Department personnel shall not share credentials supplied by a private system owner.

D. Officers must ensure that the data retrieved is only used for the specific purpose outlined in the request affiliated with an official law enforcement investigation and not for any unauthorized or unrelated activities.

1. Officers are strictly prohibited from using data from privately owned ALPR systems for personal or non-law enforcement purposes.

E. Formal Agreements

1. The East Fallowfield Police Department recognizes that some private businesses within the Township operate ALPR systems that can provide valuable assistance in investigations.

2. Any ongoing or routine access to ALPR systems operated by private businesses shall be governed by a formal Memorandum of Understanding (MOU) or other written agreement.

3. The agreement shall identify authorized users and systems and address the scope and duration of access, permissible uses, query documentation, data ownership and control, security, credential management, retention and deletion, external sharing and redisclosure, audit access, security-incident notification, termination of access, and secure return or deletion of data.

East Fallowfield Township

Road Department Monthly Report

October 2026

Activity	Hours	Year to Date
Sign Repair	9	100
Yard Waste Pick up	121	754
Road Maintenance	109	324.5
Brooks Crossing TWP Grass	7	89
Gutter Work	7	174
Road Clean Up	3	293.25
Tree work	9	111.5
Storm Drain Maint.	105	560
Road Inspection	6	70.5
Mowing Twp Roadsides	34	224
Parks	92.5	1003
Plowing & Salting	0	156
Police Maint.	10	116.5
Equipment Maint.	63	1095.3
Office Admin.& PA 1 Call	8	94
Holiday	0	224
Vacation	24	289
Sick	25.5	213
Personal	8	45
Overtime	9.5	349.3
Building Maint.	13	416
Trash & Recycling	16	266
Other	34	257.5
Total Hours	713.5	7,248

Submitted By, Justin Gathercole

Vehicle Mileage Records

Roads Dept **Mileage**

Month: October. 2026 **Start** **End** **Total**

2006 F-250 Pickup						**150,329**	**150,396**	**67**
2026 F250 Pickup						**4,505**	**4,981**	**426**
2023 F-350 Utility Body						**20,006**	**20,600**	**594**
2017 F-350 Pickup						**45,957**	**46,130**	**173**
2023 F-550 Dump						**6,030**	**6,544**	**514**
2019 F-650 Dump						**9660**	**9754**	**94**
2020 F-750 Brush body						**11434**	**11789**	**355**
2016 Freightliner Dump						**14,894**	**14,959**	**65**
2011 Freightliner Dump						**19,989**	**20,003**	**14**
2005 Freightliner Dump						**37,708**	**37,751**	**43**
2006 Freightliner Dump						**29,563**	**29,591**	**28**
2022 Backhoe						**742**	**751**	**9**
2005 Loader						**3,095**	**3,104**	**9**
2018 Case skid steer						**651**	**659**	**8**
2003 TN 70 Tractor						**2,709**	**2,709**	**0**
2005 TL 100 Tractor						**2,597**	**2,604**	**7**

EAST FALLOWFIELD TOWNSHIP

Employment Application

APPLICANT INFORMATION							
Last Name	Cole	First	Brandon	M.I.	S	Date	10/29/26
Street Address				Apartment/Unit #			
City		State	PA	ZIP			
Phone		E-mail Address					
Date Available		Social Security No.		Desired Salary			
Position Applied for	Seasonal Snow plow						
Are you a citizen of the United States?	YES ☒	NO ☐	If no, are you authorized to work in the U.S.?	YES ☐	NO ☐		
Have you ever worked for this company?	YES ☐	NO ☒	If so, when?				
Have you ever been convicted of a felony?	YES ☐	NO ☒	If yes, explain				

EDUCATION								
High School	Kennett High School			Address	South St Kennett Sq. 19348			
From	2016	To	2019	Did you graduate?	YES ☒	NO ☐	Degree	
College	N/A			Address				
From		To		Did you graduate?	YES ☐	NO ☐	Degree	
Other				Address				
From		To		Did you graduate?	YES ☐	NO ☐	Degree	

REFERENCES			
Please list three professional references.			
Full Name		Relationship	Old co-worker
Company	Kennett Regional Fire Dept	Phone	
Address			
Full Name		Relationship	co-worker
Company	Hockessin Fire dept	Phone	
Address			
Full Name		Relationship	friend
Company	CTDI	Phone	
Address			

PREVIOUS EMPLOYMENT

Company Hollaway Terrace Fire		Phone	
Address 700 West Ave New Castle DE		Supervisor	
Job Title Firefighter/EMT	Starting Salary $	Ending Salary $	/hr
Responsibilities emergency calls, station duties, training			
From 7/25 To Present	Reason for Leaving Still currently working		
May we contact your previous supervisor for a reference? YES ☒ NO ☐			
Company		Phone	
Address		Supervisor	
Job Title	Starting Salary $	Ending Salary $	
Responsibilities			
From To	Reason for Leaving		
May we contact your previous supervisor for a reference? YES ☐ NO ☐			
Company		Phone	
Address		Supervisor	
Job Title	Starting Salary $	Ending Salary $	
Responsibilities			
From To	Reason for Leaving		
May we contact your previous supervisor for a reference? YES ☐ NO ☐			

MILITARY SERVICE

Branch N/A		From To	
Rank at Discharge N/A		Type of Discharge N/A	
If other than honorable, explain N/A			

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature _____ Date 10/29/26

East Fallowfield Township Historical Commission

Monthly Report to the Board of Supervisors

Month & Year:	November 2026
Meeting Date(s):	11/4/26
Meeting Attendees:	Joe McCormick, Sue Monaghan, Connie McLaughlin, Chad Peterson, Pam Jacard
Report submitted by:	Joe McCormick
BOS Liaison:	Supervisor DiRado

1. Meetings and Activities: Briefly summarize meetings, presentations, archival work or other Commission activities.

Review of properties of concern and status. Discussion of revised state guidance for historic preservation ordinances. Interview applicant for HC membership.

2. Historic Resources / Properties Reviewed: Identify historic properties, resources, proposed projects, demolition concerns, or preservation matters considered at the meeting.

Property/resource:	2960 Strasburg
HC comments:	After no activity for over a year, owner is finally addressing zoning violations be enclosing the structure. New windows installed although not the same windows as agreed to with HC recommendations.
Property/resource:	265 Buck Run
HC comments:	Property not in compliance with zoning requirements for abandoned property. Lack of door(s) allows for demolition by neglect and potential injury to intruders.

3. Recommendations to the Board of Supervisors:

None:	☐
Recommendations:	Recommend that Bob Beck be appointed to Historical Commission to complete term left vacant by Jack Alvarez resignation Recommend that Historic Preservation ordinance included in zoning regulations be considered for substantial modifications. Current requirements are out of date, not applicable to EFT, and not in sync with the statewide preservation ordinance recommendations and guidelines.

	Consider looking for grants and inclusion as an action item in Comprehensive Plan.

4. Upcoming Matters / Next Month's Priorities:

Review of any permit applications affecting local historic resources.

5. Additional Comments:

PA State Historic Preservation Office has published new guidance document for municipal historic preservation ordinances. SHPO has requested comments to oppose the federal government plan to modify Section 106 requirements for federally funded projects impacting local historic resources. Proposal would eliminate local government and property owner opinion as to impact of the project on local historic resources.

East Fallowfield Township Environmental Advisory Committee

Monthly Report to the Board of Supervisors

Month & Year:	November 2026
Meeting Date(s):	November 11, 2026
Meeting Attendees:	John Nielsen, Jeanne Berlin, Teri Dickinson, Robert Diest, Paul Brenner, Charles Reed, Chris Rainville
Report submitted by:	John Nielsen
BOS Liaison:	Supervisor DiRado

1. Meetings and Activities: Briefly summarize meetings, presentations or other Committee activities, including environmental issues, proposed projects/initiatives or other matters under consideration.

-October 30th meeting at Caln Township: workshop on the Lawn to Meadow in the park (J.Nielsen, J. Berlin and Nick Giunta attended). Presented by DCNR and Chester County Planning Commission
-to date: 28 hours of volunteer time toward DCNR grant match for Lawn to Meadow project.
-proposed additional aerator for the pond, oxygen levels still low.
-pond will need trees removed and native plants installed to stabilize bank
-ordinance Ch.10 part 2 update to include wording for managed meadow
-include sustainable energy systems in potential new Township building to also include native plantings

2. Recommendations to the Board of Supervisors:

None:	☐
Recommendations:	-Amend e-code 360 ordinance chapter 10 part 2 to include definition of managed meadows -advise building committee to include solar and geothermal energy systems and native plantings in any new Township buildings.

3. Additional Comments:

Homegrown National Park has partnered with National Wildlife Federation to help landowners increase biodiversity on their properties. Remember to leave the leaves in the Fall, they provide habitat for beneficial insects over the winter. Also, get on the Biodiversity Map, four properties in our Township are there already. See NWF Certified Wildlife Habitats on the Biodiversity Map