PHOENIXVILLE BOROUGH COUNCIL

Tuesday, May 13, 2025
7:00 PM

AGENDA

I. Pledge of Allegiance/Moment of Silence

II. Roll Call – Borough Manager

III. Public Comment

IV. Presentations

V. Consent Agenda

A. Approval of April 8, 2025, Regular Meeting Minutes.

B. Items from Historical and Architectural Review Board:

1. Motion to approve/deny the Certificate of Appropriateness for signage for 101 Bridge Street.

C. Items from Personnel and Public Safety Committee:

1. Motion to appoint Joellen Nicholson to the Recreation Board for the unexpired term ending April 30, 2029.

2. Motion to appoint Jasmine Joyner to the Human Relations Commission for the unexpired term ending March 31, 2026.

D. Items from Parks and Recreation Committee:

1. Motion to approve a Temporary Community Event Application for the 3rd Annual Mrs. Roper Romp in the 100 and 200 Block of Bridge Street and Bridge and Main Street Parking Lot on Saturday, September 20, 2025, from 12:00 noon to 10:00 pm. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.

2. Motion to approve a Temporary Community Event Application for the Phoenixville Car Show on Sunday, July 27, 2025, from 11:00 am to 3:00 pm at Reeves Park. Second Avenue and Third Avenue to be closed between Starr Street and Main Street from 9:00 am to 4:00 pm. Conditioned upon receipt of all fees and valid Certificate of Insurance, naming Borough as Additional Insured.

3. Motion to approve a Temporary Community Event Application for the 33rd Kiwanis Patriotic Celebration at Reeves Park on Thursday, May 22, 2025, from 8:00 am to 12:00 noon. No parking on the north side of Second Avenue and the south side of Third Avenue between B Street and Main

Street from 8:30 am to 12:00 noon to allow school buses to park. Conditioned upon receipt of all fees and valid Certificate of Insurance, naming Borough as Additional Insured.

4. Motion to waive all fees associated with the rental and utilization of Reeves Park for the Kiwanis Patriotic Celebration on May 22, 2025.

E. Items from Finance Committee:

1. Motion to approve the 2025 pre-paid dated 3/1/2025 - 3/31/2025 in the amount of $2,652,770.05.

2. Motion to approve the 2025 pre-paid Credit Card Statement dated 3/1/2025 - 3/31/2025 in the amount of $55,349.53.

3. Motion to approve the 2025 pre-paid ACH dated 3/31/2025 in the amount of $41,887.46.

4. Motion to approve Budget Increase 2025-06 from Water Fund Balance in the amount of $134,300.00 to Water Pumping (Richards Lane Pump Station Electrical Repairs) for replacement of power distribution breakers to mitigate potential fire hazard.

5. Motion to approve Budget Increase 2025-07 from General Fund Balance in the amount of $80,000.00 to General Capital Project Fund (Streets Department) to construct the Paradise Street Emergency Access.

6. Motion to approve Budget Increase 2025-08 from General Fund Balance in the amount of $265,000.00 to General Capital Project Fund (Parks) for stream bank and trail improvements to the French Creek Trail.

7. Motion to authorize acquisition of 2026 for Police, Public Works and Sanitation Department vehicles to secure 2025 pricing.

VI. Communications/Council Participation

VII. Mayor’s Report

VIII. Appointments

A. Call for Residents interested in being appointed to various Boards and Commissions.

IX. New Business

A. Motion to authorize promotion to Lieutenant.

B. Review ZHB Application from 801 Montgomery Avenue requesting a zoning variance to enclose part of the deck for use as a sunroom to be heard at the May 21, 2025 Zoning Hearing Board Meeting.

C. Motion to authorize Staff to renew electrical generation service with Constellation through December 30, 2030 at a rate at or near $.07695 per kWh pursuant to an amendment agreement substantially similar to that provided by Constellation, and further authorizing Council President, Manager, and Solicitor to execute such amendment and take any other action necessary to enter into this renewal.

X. Public Hearings

XI. Resolution/Ordinances

A. Motion to adopt a Resolution acknowledging Shawn Cephas for his service on the Human Relations Commission.

B. Motion to adopt a Resolution acknowledging Frank Markey for his service on the Recreation Board.

C. Motion to adopt a Resolution authorizing the approval of an Intersection Installation Agreement and the acceptance of the Permanent Traffic Signal Easement Agreement, Deed of Dedication of Starr Street, and Deed of Dedication for Ashland Street over portions of the parcel of land identified as 101 Bridge Street, and more particularly identified as Chester County UPI No. 15-9-157.

XII. Reports of Committees, Boards, and Commissions

A. Historical and Architectural Review Board – Ms. Dugan

1. Motion to approve/deny the Certificate of Appropriateness for renovations for 100 Bridge Street.

B. Planning Commission - Mr. Moore

C. Phoenixville Regional Planning Committee – Mr Kirkner

D. Recreation Board – Ms. Dugan

E. Tree Advisory Commission – Mr. Carminito

F. Human Relations Commission – Ms. Burckley

XIII. Council Action referred from:

A. Personnel and Public Safety Committee- Ms. Burckley

1. No action to report.

B. Parks and Recreation Committee - Mr. Moore

1. No action to report.

C. Policy Committee - Carminito

1. Motion to schedule and advertise an ordinance amendment to Chapter 15 “Motor Vehicles”.

D. Infrastructure, Technology Transportation & Sustainability Committee - Mr. Weiss

1. No action to report.

E. Finance Committee - Ms. Dugan

1. Motion to approve Budget Increase 2025-09 from Wastewater Fund Restricted Balance in the amount of $1,400,000.00 plus/minus ten (10) percent to Sewer Treatment (Odor Optimization) and to accept the engagement of Keystone Engineering Group pursuant to an Engineering Design, Equipment, Acquisition, and Installation Services Agreement through the COSTARS bidding program related to preventative odor mitigation for the wastewater treatment plant pursuant to review by the Borough Solicitor and Borough Manager and approval of Council president required to bring the PXV NEO system online.

XIV. Public Comment

XV. Communication/Council Participation

XVI. Staff Reports

A. Manager

B. Police

C. Fire

D. Planning and Codes

E. Public Works

F. Finance

G. Human Resources

H. Recreation

XVII. Adjournment

<u>Upcoming Meetings:</u>

Parks and Recreation Committee	May 21 – 6:00 pm
Infrastructure Committee	May 21 – 7:00 pm
Finance Committee	May 27 – 6:00 pm
Policy Committee	May 27 – Immediately following Finance
HARB	June 2 – 5:00 pm

Tree Advisory Commission	June 2 – 6:00 pm
Personnel/Public Safety Committee	June 3 – 6:00 pm
Civil Service Commission	June 3 – 7:00 pm
Human Relations Commission	June 4 – 5:00 pm
Borough Council	June 10 – 7:00 pm
Planning Commission	June 12 – 6:00 pm
Recreation Board	July 21 – 6:30 pm

Employee Service Anniversaries – May

Dani Wade, Police Secretary – 27 years
Brian Watson, Public Works Director – 21 years
Dina Donato, Human Resources Director – 19 years
Dave Haney, Assistant Public Works Director – 11 years
Matt Keefe, Streets and Sanitation Superintendent – 6 years
Erin Dougherty, Human Resources Assistant – 2 years
Jason Santee, Sanitation Laborer – 1 year

<u>PHOENIXVILLE BOROUGH COUNCIL</u>
Tuesday, April 8, 2025
7:00 PM

MINUTES

I. Pledge of Allegiance/Moment of Silence

II. Roll Call – Borough Manager

Mr. Ewald, President	Present
Ms. Burckley, Vice President	Present
Mr. Carminito	Present
Ms. Dugan	Present
Mr. Kirkner	Present
Mr. Moore	Present
Mr. Strenfel	Present
Mr. Weiss	Present
Mayor Urscheler	Present
Mr. Krack, Borough Manager	Present
Ms. Getzfread, Asst. Borough Manager	Present
Chief Marshall, Police Chief	Present
Mr. Denlinger, Solicitor	Present

III. Public Comment

None

IV. Presentations

Mr. Ewald stated that prior to tonight's meeting, Borough Council held an executive session for the purpose of discussing a matter of personnel related to potential hiring of a new police officer.

V. Consent Agenda:

A. Approval of March 11, 2025, Regular Meeting Minutes.

B. Items from Personnel and Public Safety Committee.

1. Motion to reappoint Rafaello DiNapoli to the Planning Commission for a new term expiring March 31, 2029.
2. Motion to reappoint Rev. Lee Paczulla to the Human Relations Commission for a new term expiring March 31, 2028.

3. Motion to reappoint Ed Lantzy to the Recreation Board for a new term expiring April 30, 2029.

C. Items from Parks and Recreation Committee.

1. Motion to approve a Temporary Community Event Application for the Phoenixville Vintage Fest in the Bridge and Main Street Parking Lot on Saturday, May 31, 2025, from 9:00 am to 4:00 pm. Conditioned upon receipt of valid Certificate of Insurance, naming the Borough of Phoenixville as Additional Insured.
2. Motion to recommend Borough Council approve the closing of North Main Street between Bridge Street and Church Street as part of the previously approved 2025 First Fridays from 3:00 pm to 10:00 pm.
3. Motion to approve a Temporary Community Event Application for the Phoenixville VegFest in Reeves Park on Saturday, August 2, 2025, from 11:00 am to 5:00 pm. Third Avenue between Main Street and B Street to be closed from 7:00 am to 7:00 pm. Conditioned upon receipt of all fees and valid Certificate of Insurance, naming Borough as Additional Insured.
4. Motion to approve a Temporary Community Event Application for the Phoenixville VegFest in Reeves Park on Sunday, August 3, 2025, from 11:00 am to 5:00 pm. Third Avenue between Main Street and B Street to be closed from 7:00 am to 7:00 pm. Conditioned upon receipt of all fees and valid Certificate of Insurance, naming Borough as Additional Insured.

D. Items from Finance Committee.

1. Motion to approve the 2025 pre-paid dated 2/1/2025 - 2/28/2025 in the amount of $725,538.63.
2. Motion to approve the 2025 pre-paid Credit Card Statement dated 2/1/2025 - 2/28/2025 in the amount of $25,946.82.
3. Motion to approve the 2025 pre-paid ACH dated 2/28/2025 in the amount of $50,985.10.
4. Motion to approve Budget Increase 2025-04 from General Fund Balance in the amount of $24,100.00 to Streets Department (Contracted Services) for repair to brick sidewalks on Bridge Street.
5. Motion to approve Budget Increase 2025-05 from General Fund Balance in the amount of $18,000.00 to Streets Department (Contracted Services) for installation of bump out on Main Street.
6. Motion to approve the Staff recommendation for suggested Accounts Receivable write-offs for 2024.

Ms. Dugan asked to move Motion to reappoint Frank Markey to the Recreation Board for a new term expiring April 30, 2029, from the Consent Agenda and move it to section XIII. Council Action referred from Committee under item A. Personnel and Public Safety Committee.

Ms. Burckley made a Motion to approve the Consent Agenda. Seconded by Mr. Weiss

Motion Approved 8-0.

VI. Communications/Council Participation

None.

VII. Mayor's Report

Mayor Urscheler reported on recent and upcoming events including the Irish Wake at the Senior Center, career day at Manavon Elementary, the Phoenixville Early Learning Center and Renaissance Academy, 100 Men of Phoenixville and the upcoming 82nd Annual Dogwood Fair and Parade.

VIII. Appointments

A. Call for Residents interested in being appointed to various Boards and Commissions.

Mr. Ewald encouraged residents to continue to apply for openings on the various Boards and Commissions and stated openings can be found on the Borough's Website.

IX. New Business

A. Motion to authorize a conditional offer of employment for a Patrol Officer.

Ms. Burckley made a Motion to authorize a conditional offer of employment for a Patrol Officer to David Dry. Seconded by Mr. Weiss.

Motion Approved 8-0.

B. Motion to adopt the Civil Service Commission recommended revisions to their Rules and Regulations.

Ms. Burckley made a motion to adopt the Civil Service Commission recommendation to their Rules and Regulations. Seconded by Mr. Moore.

Motion Approved 8-0.

C. Motion approving and ratifying the issuance of a Request for Involvement letter and any follow up by the Borough in response to the Act 2 Environmental Clean-Up of 472-478 Nutt Road, and any further action by the Borough President, Borough Manager, and Borough Solicitor deemed advisable thereby to protect the interests of the Borough.

Mr. Denlinger explained the Borough received this notice of intent to remediate the Act 2 cleanup at 472 and 478 Nutt Road shortly after the last meeting and under the Pennsylvania Land Recycling and Environmental Standards Act, also known as Act 2 the municipality has 30 days to express interest in being involved in the voluntary cleanup within its boundaries. He stated involvement does not necessarily mean being actively involved but does require the landowner engaged in the cleanup to provide the Borough with information for review and then decide how involved the Borough wishes to be. He explained to not miss the deadline a letter was sent requesting our involvement and this item is the request of the Council to ratify that action.

Mr. Kirkner made a Motion to approve and ratify the issuance of a Request for Involvement letter and any follow up by the Borough in response to the Act 2 Environmental Clean-Up of 472-478 Nutt Road, and any further action by the Borough President, Borough Manager, and Borough Solicitor deemed advisable thereby to protect the interests of the Borough. Seconded by Mr. Weiss.

Motion Approved 8-0.

X. Public Hearings

None.

XI. Resolutions/Ordinances

A. Motion to adopt a Resolution authorizing the extinguishment of a trail easement on property located at 512 South Street, Phoenixville, PA and more particularly identified as Chester County UPI No. 15-2-1.1A.

Ms. Burckley made a Motion to adopt a Resolution authorizing the extinguishment of a trail easement on property located at 512 South Street, Phoenixville, PA and more particularly identified as Chester County UPI No. 15-2-1.1A. Seconded by Mr. Strenfel.

On the Question:

Mr. Denlinger explained in February, the Council authorized us to move forward with preparing the documents necessary to extinguish the trail easement over 512 South Street. Pursuant to Borough Code to extinguish the easement it should be done by resolution authorizing the filing of an extinguishment of the trail easement and recording the document with the Chester County Recorder of Deeds.

Mr. Ewald stated last month at the Council Meeting this item was tabled to ensure the vote was not inadvertently affected by the absence of two council members.

Motion Approved 6-2. Mr. Weiss and Mr. Ewald voting No.

B. Motion to adopt a Resolution authorizing the acceptance of the Permanent Sidewalk Easement Agreement of the portion of the parcel of land identified as 85 Starr Street (UPI No. 15-10-98).

Mr. Denlinger stated he will be providing the background that will apply to items B, C, D, and E. He stated the Borough is engaged in an improvement plan for the intersection of Bridge and Star Street, which will in part extend Star Street to Ashland Street, provide additional turning lanes and widths, and improve the sidewalks as well. He explained the project includes portions of PennDOT roads and therefore the project must follow PennDOT procedures, and the requirements are slightly beyond the normal roadway improvements. He explained two of things that must happen, the Borough owned ROW along the southeast corner of Bridge and Starr Street be turned over to PennDOT and the Holy Ghost Church's driveway is required to be limited to right in and right out. He stated that Holy Ghost had to voluntarily agree to, and as a part of allowing us to make that restriction on their driveway, the Borough has agreed to provide a second driveway farther down Star Street in order to allow us to move forward with the entire intersection improvement. The project also obtains temporary construction easements, sidewalk easements and a permanent easement for the location of the new traffic signal pole.

He explained the Resolutions before the Council tonight are for all the property owners that have already agreed to provide us with the necessary easements and rights needed to move forward with the project. The Ordinance proposed for advertisement is to accept the dedication of a right of way that was offered to the Borough in 2006. He stated he believes that before the Ordinance is adopted agreements with that property owner should be in hand and have a resolution before the Council next month instead. Because of the way Ordinances work needing to schedule and advertise them first, this ensures the project is not delayed by starting the process now.

Mr. Ewald asked if the items could be bundled in one motion.

Mr. Denlinger stated he would prefer the motions to be separate.

Mr. Kirkner asked if the driveway is part of the overall project and done at the borough’s expense or would the property owner be paying for it.

Mr. Denlinger clarified the driveway for practical understanding is part of the overall project. However, it is not a part of the overall project as far as what will be put out to bid. Borough staff are planning on doing a lot of that work, because the Borough has a sophisticated Public Works Department.

Mr. Kirkner stated that seems reasonable, since it was a part of the negotiation between the property owner and the Borough that got us to this point. He asked with regard to item E, the advertising of the ordinance, if that agreement isn't going to come about will staff have to go forward with the advertisement or can the Borough pull back on that until they have more clarity on the situation.

Mr. Denlinger explained an authorization is needed to advertise. However, staff would hold off on advertising until they have a better idea. This allows staff to have that authorization in case they need to move forward with an advertisement

Mr. Weiss made a Motion to adopt a Resolution authorizing the acceptance of the Permanent Sidewalk Easement Agreement of the portion of the parcel of land identified as 85 Starr Street (UPI No. 15-10-98). Seconded by Ms. Burckley.

Motion Approved 8-0.

C. Motion to adopt a Resolution authorizing the approval of a Driveway Relocation Agreement and the acceptance of the Permanent Sidewalk Easement Agreement of the portion of the parcels of land identified as 55 Starr Street and 70 Holy Ghost Way, and more particularly identified as Chester County UPI Nos. 15-10-97 and 15-10-104 respectively.

Mr. Weiss made a Motion to adopt a Resolution authorizing the approval of a Driveway Relocation Agreement and the acceptance of the Permanent Sidewalk Easement Agreement of the portion of the parcels of land identified as 55 Starr Street and 70 Holy Ghost Way, and more particularly identified as Chester County UPI Nos. 15-10-97 and 15-10-104 respectively. Seconded by Ms. Burckley.

Motion Approved 8-0.

D. Motion to adopt a Resolution authorizing the transfer of a portion of certain Borough Owned Real Estate identified as Chester County UPI No. 15-10-103.

Mr. Weiss made a Motion to adopt a Resolution authorizing the transfer of a portion of certain Borough Owned Real Estate identified as Chester County UPI No. 15-10-103. Seconded by Ms. Burckley.

Motion Approved 8-0.

E. Motion to schedule and advertise an Ordinance accepting dedication of Right-of-Way Starr Street, previously offered from 101 Bridge Street, more particularly identified as Chester County UPI No. 15-9-157.

Mr. Weiss made a Motion to schedule and advertise an Ordinance accepting dedication of Right-of-Way Starr Street, previously offered from 101 Bridge

Street, more particularly identified as Chester County UPI No. 15-9-157. Seconded by Ms. Burckley.

Motion Approved 8-0.

F. Motion to adopt an ordinance amendment to Chapter 11 “Housing”.

Ms. Burckley made a Motion to adopt an ordinance amendment to Chapter 11 “Housing”. Seconded by Mr. Weiss.

On the Question:

Mr. Denlinger explained both this ordinance and the next ordinance were advertised with the Pottstown Mercury on March 24, 2025, and both were sent to the Law Library and Pottstown Mercury for public inspection on March 19, 2025.

Mr. Denlinger stated this amendment to the housing chapter is to the rental provision, and as the Council may know, there is a requirement for rental licenses for any dwelling that is not owner occupied. Borough Staff recognized that certain people have beneficial trusts, whether because it's an investment strategy, or because they're disabled, and they have a trust set up for them. For practical purposes they were owner occupied, but not for legal purposes. This ordinance amendment provides a waiver process for trust held properties that are occupied by the beneficiary of the trust.

Motion Approved 8-0

G. Motion to adopt an ordinance amendment to Chapter 15 “Motor Vehicles”.

Ms. Burckley made a Motion to adopt an ordinance amendment to Chapter 15 “Motor Vehicles”. Seconded by Mr. Strenfel.

Motion Approved 8-0.

XII. Reports of Committees, Boards, and Commissions

A. Historical and Architectural Review Board – Ms. Dugan

1. Motion to approve/deny the Certificate of Appropriateness for signage for 10 South Main Street.

Ms. Dugan made a Motion to approve the Certificate of Appropriateness for signage for 10 South Main Street. Seconded by Mr. Kirkner.

Motion Approved 8-0.

2. Motion to approve/deny the Certificate of Appropriateness for signage for 323 Bridge Street.

Ms. Dugan made a motion to approve the Certificate of Appropriateness for signage for 323 Bridge Street. Seconded by Ms. Burckley.

Motion Approved 8-0.

3. Motion to approve/deny the Certificate of Appropriateness for renovations and signage for 368 Bridge Street.

Ms. Dugan made a motion to approve in part and deny in part the Certificate of Appropriateness for renovations and signage for 368 Bridge Street. Seconded by Ms. Burckley.

On the Question:

Ms. Dugan explained the property has a wall that needs replacing that is covered by terracotta which can't be covered by stucco according to the HARB guidelines. The board worked with the applicant and while they agree stucco is not permitted the white stucco specifically would not be the best idea, but if the stucco could be matched to the surrounding properties.

Richard Wolf, owner of Stable 12 Brewing. He explained the brewery is currently under renovations for their outdoor beer garden. While we're doing that, they would like to put stucco on the side of the building. He stated they want their building to match Borough Hall and the building next door to us. He explained that the terracotta is cracking and what happens in the wintertime is water gets in, it starts to freeze and it's starting to push apart causing the cracking. He stated they are trying to get ahead of the cracking while they are still under construction and prevent further damage to the terracotta and structural damage to the property.

Mr. Ewald asked Mr. Wolf if he is comfortable with the conditions that were discussed and agreed upon in the HARB meeting on April 7, 2025.

Mr. Wolf stated he is in agreement with the conditions and is fine with whatever color is chosen.

Ms. Dugan stated if it fits the building right next door to Stable 12 she believes the Council could approve the stucco even though it is against the HARB guidelines.

Mr. Wolf stated it is his goal to have his building match the rest of town and asked if the building next to his and Borough Hall are the same color or different and what color would the Council prefer.

Mr. Ewald stated the color would be sent to Mr. Wolf based on the discussion at HARB. He indicated he likes the terracotta but understand the dilemma he is in with the building.

Ms. Dugan amended her motion to approve the Certificate of Appropriateness for renovations and signage for 368 Bridge Street with the condition that the stucco color is modified to the color discussed at the HARB meeting on April 7, 2025. Ms. Burckley agreed to the amendment as the second.

Motion Approved 8-0.

4. Motion to approve/deny the Certificate of Appropriateness for signage for 37 Bridge Street.

Mr. Carminito made a motion to approve the Certificate of Appropriateness for signage for 37 Bridge Street. Seconded by Mr. Weiss.

On the Question:

Mr. Moore asked Ms. Dugan what do you think they've adjusted from their original submission to HARB.

Ms. Dugan stated it looks like they changed the materials, and they got rid of some of the orange in the signage. She stated they did make an effort in the application, but they have not put any effort into speaking with the board so things could be worked out before coming to the Council for approval. She expressed she is not comfortable approving it.

Mr. Weiss asked if there is anything with the current application that doesn't meet the standards of the HARB Guidelines.

Ms. Dugan stated that there is nothing that doesn't meet the standards.

Mr. Kirkner asked Mr. Denlinger if not attending the HARB meeting disqualifies their application.

Mr. Denlinger explained that before the HARB the applicant would have the burden of proof, meaning they would have to present their application. However, once HARB makes a recommendation whether they appear before you should not affect the Council's decision.

Ms. Dugan stated she is not convinced the applicant is going to do anything they have stated they will do.

Mr. Denlinger stated that it is a valid concern, but it cannot affect the Council's approval or denial of the application. He explained that if they do not comply with the approval conditions it would have to be addressed by the Codes Department.

Mr. Moore asked for clarification since the applicant is in violation and they have not corrected the issue cited in the violation. The Council still doesn't have any ground for rejecting the application.

Mr. Denlinger stated that the Council has to take the application at face value and if they don't comply then the enforcement procedure afforded to the Codes Department have to be followed.

Ms. Burckley asked if the code violation that is current issued is completely separate from this application.

Mr. Denlinger confirmed that they are separate.

Ms. Dugan asked if she had to vote to approve the application. She feels at this point she has to agree to this.

Mr. Denlinger explained that he cannot tell anyone individually how to vote, but he is suggesting that the Council approve this application.

Motion Approved 6-2. Ms. Dugan and Mr. Kirkner voting No.

B. Planning Commission - Mr. Moore

1. Motion to adopt a Resolution officially conditionally approving/denying the Preliminary/Final Subdivision and Land Development Plan for the development known as 133-137 High Street.

Mr. Denlinger stated the applicant this evening is Good Samaritan Services. He explained this project concerns two (2) contiguous parcels of land located at 133 and 135-137 High Street consisting of approximately 5,201 square feet and are more particularly identified as Chester County UPI Nos. 15-5-519 and 15-5-520 which is currently improved with 3 residential structures containing 16 bedrooms. The applicant proposes to consolidate the 2 parcels into a single lot, demolish the existing residential improvements, and construct a single attached multifamily building, consisting of 16 bedrooms as well as front porch, a rear outdoor area with retaining wall, landscaping, lighting, stormwater management facilities and related improvements. Mr. Denlinger stated there are three items of note with this application. The applicant intends to provide 3 dedicated parking spaces for the development in the parking area located on the parcel at 104 High Street down the block, the applicant intends to utilize an environmentally friendly reuse of Stormwater, where it's collected and used for flushing of toilets in the dwelling, and currently the building sits a couple feet into the borough owned right of way. The applicant is proposing that the new building will be out of the right of way on their own property, but their porch will be in the right of way, with an easement agreement similar to the patio easement that has been provided in the past. The applicant has requested 2 waivers, the first one is from SALDO §22-502.1.A (Preservation of Existing Vegetation) – Requiring a landscaping plan prepared by a certified planting professional, in order to allow the planting/landscaping plan for the Development to not be prepared by a certified planting professional and the second is from the Borough's Stormwater Management Ordinance§23-306 (Infiltration Requirements) – Requiring on-site infiltration of stormwater, in order to allow the Development to not provide otherwise required infiltration, and instead provide a 50-gallon rain barrel and 2,000-gallon underground storage tank (cistern) with piping into the building for non-potable water re-use for flushing toilets. After reviewing the project at several meetings, the Planning Commission unanimously voted at its March 13, 2025, meeting to conditionally recommend approval of the applicant.

Mr. Denlinger stated the applicant is here this evening and asked if he anything he wished to add.

Nate Hoffer, Chief Executive Director of Good Samaritan Service. He thanked the Council for entertaining this project tonight and stated it was a pleasure working with the Planning Commission over the last year with lots of good, fruitful conversation. So Good Samaritan for those of you who aren't familiar with the work that we do in serving people and our neighbors in the community who are going through a housing crisis. He explained that Good Sam has had a presence here in the Borough since 2002 and he likes to think that Good Sam has a good reputation and that they have been a good neighbor. This project is really just about providing a nicer housing facility for the people that we serve, and they aren't proposing to serve additional people or to make any programmatic changes. He stated the request is to do the same impactful work that they've done over the last 20 years, but in a much more sustainable, nicer, safer, aesthetically pleasing facility that matches the other great development work that's happening on the north side of Phoenixville.

Ms. Dugan expressed her concern on the lack of parking and feels 3 spots is not enough.

Mr. Hoffer explained that's a valid concern, and one that was discussed a lot during the Planning Commission process. He stated it's important to understand the population that they serve and what they submitted in our application to the Planning Commission is historically the people that are served at Good Sam, specifically in this facility, do not own vehicles, and he stated that they've been in this community for over 20 years and have not had any parking issues with our neighbors during that time. He stated data was provided in our application indicating whether the shelter is serving 13 or 16 people in those homes, 2 or 3 at any given time will own a vehicle. He confirmed they own a property up the road at 104 High Street that has 8 parking spaces, and they would provide parking for any of people that are living here at that location.

Mr. Denlinger stated condition number 12 of the Resolution also requires the Declaration of Covenant is filed again 104 High Street to reserve those 3 parking spaces in perpetuity.

Mr. Ewald asked for confirmation that if the parking at the facility was full that Good Samaritan could potentially house the individual elsewhere at a facility with more parking.

Mr. Hoffer stated they do own several properties in the Borough, not all provide parking. However, they could get creative and whatever they have to do to be a good neighbor.

Mr. Moore asked if Mr. Hoffer could explain for the public and the Council the improvements over the current structure.

Mr. Hoffer explained right now, these three properties are very tiny individual homes, with 3 small kitchens, 3 small dining rooms and it’s not the most efficient use of space. As they looked at this, they envisioned a scenario where they could make better use of the space. Where the facility could actually have one large kitchen, and they could have a meeting room. They could provide some space for our employees at Good Sam to provide counseling and the case management services to the people that are living there, it’s a better use of space. Also, these homes are very old, so they've seen better days, a lot of usage over the years. They really see this as an investment into the future. They’re obviously embedded in Phoenixville and desire to be here for the long run.

Mr. Kirkner stated that this is not a new use for the property. He asked Mr. Hoffer to confirm there is no parking requirement for the property.

Mr. Hoffer stated there is no parking requirement for the property whether or not they would move forward with this project. As far as the demolition goes if you look at the rendering to the right of our building there is an existing structure that will remain.

Mr. Kirkner asked if the building to the right shared a wall with their properties.

Mr. Hoffer confirmed there is a shared wall.

Mr. Kirkner expressed his concerns with the demolition of the building as he is aware there have been issues with collapses recently in Philadelphia. He stated that it is his understanding that before any of the demolition work can begin there will be a pre-construction meeting with the Borough Engineer. He asked if the shared wall has been evaluated as to its integrity and whether it would withstand demolition.

Mr. Hoffer explained he doesn't know the full extent that that examination has happened to this point. Obviously, that's a key consideration and concern for everybody involved. He stated they have Tom Carnevale, who's assisting them with the project, and they have discussed the delicacy of this of this project. Making sure that structural engineers are involved to conduct proper assessments and that the right contractors are hired who have done this kind of work in the past. They understand the unique nature of the demolition but they're also optimistic that it is achievable.

Mr. Kirkner stated he has been seeing this property for the last 45 years and he asked what the adaptive reuse of this property 50 years down the road in the event there is no more need for a service like Good Samaritan.

Mr. Hoffer explained that this project will cost the organization a tremendous amount of money and their desire to remain and to stay will be highly significant. He stated that he doesn't know about adaptable reuses when all of us are gone, but I do know, this will be the largest capital investment their organization has ever made, and it's going to require a lot of donors buy-in and support with naming rights and recognition that will long outlast him. The need and motivation for Good Sam as an organization which again has a very strong track record in this town to continue to operate that facility as they're proposing to. He has full confidence that that will happen.

Mr. Ewald asked if Good Samaritan has any desire to sell this project if it is approved tonight.

Mr. Hoffer stated that they would not be selling this project or property.

Public Participation

None

Mr. Moore made a Motion to adopt a Resolution officially conditionally approving the Preliminary/Final Subdivision and Land Development Plan for the development known as 133-137 High Street. Seconded by Ms. Burckley.

Motion Approved 8-0.

C. Phoenixville Regional Planning Committee – Mr. Kirkner

Mr. Kirkner reported last month's meeting was a working meeting of the Trail Subcommittee for Regional Planning Group and Trail Construction. Easement acquisition is in various stages among the different municipalities. He stated that he would like to have discussion with the Borough Staff and Parks and Recreation Committee. The only other item of business that came before the Regional Planning Committee was that they approved sending a letter of support for a Grant request for Ridge Road Park in East Pikeland.

D. Recreation Board – Ms. Dugan

Ms. Dugan reported on the various programs available through the Recreation Department including, Young Rembrandts, Pickleball clinics, watercolor painting, T-ball, Children's Garden Club and for the adult's yoga, dog training classes, and strength and stability fitness classes.

E. Tree Advisory Commission – Mr. Carminito

Mr. Carminito started at the Commission meeting on April 7, 2025, discussion was had on volunteer planning which will be happening Saturday, April 12, 2025, the majority of plantings will be in parks in the Borough, the tree removal list and replacement plan, and finally, the Earth Day Celebration on April 26, 2025 the Tree Commission will have a table with a demonstration setup.

F. Human Relations Commission – Ms. Burckley

Ms. Burckley provided an update on their contact with the Pennsylvania HRC. Last fall or early winter the individual the Commission was working with moved on and some of the trainings with the state were put on hold. They now have a new contact which has recharged the energy of the Commission and they are excited by their very promising conversation with the PA HRC. She stated they continue to work on their scorecard, and they are looking to have the trainings resume as soon as possible.

XIII. Council Action referred from:

A. Personnel and Public Safety Committee – Ms. Burckley

1. Motion to reappoint Frank Markey to the Recreation Board for a new term expiring April 30, 2029.

   Ms. Burckley made a Motion to Frank Markey to the Recreation Board for a new term expiring April 30, 2029. Seconded by Mr. Weiss.

   On the Question:

   Ms. Dugan made a Motion to Table the reappointment Frank Markey to the Recreation Board. Seconded by Mr. Weiss.

   Motion to Table Approved 8-0.

B. Parks and Recreation Committee – Mr. Moore

   1. No action to report.

C. Policy Committee – Mr. Carminito

   1. No action to report.

D. Infrastructure/Technology/Transportation/Sustainability Committee – Mr. Weiss

   1. No action to report.

E. Finance Committee – Ms. Dugan

   1. No action to report.

XIV. Public Comment

Josh Bentley, resident. He expressed his concerns with the noise ordinance and its enforcement during the spring and summer months. Specifically loud motorcycles and cars with loud music and exhaust systems cruising the borough throughout the day and well into the night.

XV. Communications/Council Participation

None

XVI. Staff Reports are in the packets.

A. Manager
B. Police
C. Fire
D. Planning and Codes

E. Public Works
F. Finance
G. Human Resources
H. Recreation

XVII. Adjournment

8:00 pm. Ms. Burckley made a Motion to Adjourn. Seconded by Mr. Weiss.

E. Jean Krack
Borough Manager

Transcribed by: Jennifer Logan
Administrative Assistant
April 2025

THIS RENDERING IS INTENDED AS A SAMPLE ONLY. COLOR, TEXTURE, MEASUREMENTS, AND ACTUAL APPEARANCE MAY VARY SLIGHTLY FROM COMPLETED WORK AND IS CONSIDERED NORMAL AND USUAL. CHECK ARTWORK TO MAKE SURE CUSTOMER SUPPLIED FILES IMPORTED CORRECTLY. CHECK ALL SPELLING FOR ACCURACY. SIGNARAMA LIMERICK WILL NOT BE RESPONSIBLE FOR ANY MISSPELLED WORDS OR INCORRECT GRAPHICS AFTER APPROVAL. ADDITIONAL FEES TO PRODUCE THE ORDER AGAIN OR TO PRODUCE A FIX FOR THE ITEM AS IS WILL BE ADDED IF CUSTOMER APPROVED. IF NOT ITEMS MUST BE ACCEPTED AS IS.

INSTALLATION ADDRESS: 101 BRIDGE STREET , PHOENIXVILLE, PA 19426

36 "

12 "

48 "

24 "

4 COLOR FLATBED

Limerick Signarama

INV#_NAME: 28673 Avani Del Amour

MATERIAL: Dibond

SIZE: Noted

SIDES: Single

QUANTITY: 2 (1 each)

COLOR: Digital

JOB DESCRIPTION: Digitally printed single sided dibond sign panels, mounted as shown.

ADDITIONAL NOTES: Notes

ORIGINAL:	12/10/2024
REV 1:	xx/xx/2024
REV 2:	xx/xx/2024
REV 3:	xx/xx/2024
$25 FEE PER PROOF CHANGE	
REV 4:	xx/xx/2024
REV 5:	xx/xx/2024
REV 6:	xx/xx/2024
REV 7:	xx/xx/2024

DESIGNED BY: Dane Dewees
Dane@signarama-limerick.com

CUSTOMER APPROVAL:

DATE:

THIS RENDERING IS INTENDED AS A SAMPLE ONLY. COLOR, TEXTURE, MEASUREMENTS, AND ACTUAL APPEARANCE COULD VARY DEPENDING ON FABRICATION PROCESS. SIGNARAMA LIMERICK IS NOT RESPONSIBLE FOR RE-PRINTS AFTER CUSTOMER PROOF APPROVAL. **FILE IMPORTING, SPELLING, AND INFORMATION ACCURACY IS CUSTOMERS RESPONSIBILITY. ADDITIONAL FEES WILL BE ADDED FOR CHANGES AFTER A CUSTOMER APPROVAL.**

5/7/2025

Borough of Phoenixville
Council, Authorities, Bureaus, Commissions, and Agencies

Planning Commission - 4 Year Term	Appointed	Reappointed	Term Expiration
Josh Gould	March 12, 2024		March 31, 2028
Raffaello DiNapoli	February 14, 2017	April 8, 2025	March 31, 2029
Amanda Irwin - Vice Chairperson	March 12, 2024		March 31, 2028
Catherine Bianco - Chairperson	March 9, 2021	March 11, 2025	March 31, 2029
Joseph Sikora	March 8, 2022		March 31, 2026
Thomas Carnevale	April 12, 2011	March 8, 2022	March 31, 2026
Jahan Tavangar	November 12,2024		March 31, 2027
Brian Moore - Council Liaison			N/A

Zoning Hearing Board - 5 Year Term	Appointed	Reappointed	Term Expiration
Jonathan Steitzer	February 14, 2023		January 31, 2028
David Petty	October 10, 2023	January 9, 2024	January 31, 2029
Maureen Ahearn - Vice Chairperson	February 11, 2020	January 14, 2025	January 31, 2030
Bryan Emmanuel - Chairperson	April 10, 2018	January 12, 2021	January 31, 2026
Carolyn Treglia	April 9, 2024		January 31, 2027

Recreation Board - 4 YR Term	Appointed	Reappointed	Term Expiration
Kathy Gill - Vice-Chairperson	May 10, 2016	April 9, 2024	April 30, 2028
Andrew Hungerbuhler	April 9, 2024		April 30, 2028
Ed Lantzy	January 1, 2006	April 8, 2025	April 30, 2029
Vacant			April 30, 2029
Janet Hunter - Chairperson	January 1, 2008	April 12, 2022	April 30, 2026
Allison Peffle	May 11, 2021	April 12, 2022	April 30, 2026
Dave Gill	May 10, 2010	March 14, 2023	April 30, 2027
Dana Dugan - Council Liaison	April 27, 2010		N/A

HARB - 4 Year Term	Appointed	Reappointed	Term Expiration
Brian Slater - Chairperson - Real Estate	September 11, 2007	August 13, 2024	August 31, 2028
William Felton - Contractor	August 13, 2013	August 11, 2021	August 31, 2025
Jon Ichter	November 14, 2023		August 31, 2025
Joel Bartlett - Architect		August 8, 2023	August 31, 2027
Joseph Sikora - Planning Comm	January 12, 2023		March 31, 2026
Matthew McCloskey - BCO	September 12, 2023		N/A
Dana Dugan - Borough Council			N/A

Borough Council - 4 Year Term	Appointed	Reappointed	Term Expiration
Beth Burckley - Vice President	January 2, 2018	January 3, 2022	January 5, 2026
James Carminito	January 3, 2022		January 5, 2026
Dana Dugan	January 4, 2010	January 3, 2022	January 5, 2026
Jonathan Ewald - President	January 4, 2016	January 2, 2024	January 3, 2028
Richard Kirkner	January 2, 2018	January 3, 2022	January 5, 2026
Brian Moore - Assistant Secretary	January 6, 2020	January 2, 2024	January 3, 2028
David Strenfel	January 2, 2024		January 3, 2028
Brian Weiss	January 6, 2020	January 2, 2024	January 3, 2028
Peter Urscheler - Mayor	January 2, 2018	January 3, 2022	January 3, 2026

Civil Service Commission - 6 YR Term	Appointed	Reappointed	Term Expiration
Mari Wineburg - Chairperson	September 14, 2021	August 8, 2023	January 31, 2028
Amara Thornton-Brown - Vice Chair	July 14, 2020	January 9, 2024	January 31, 2030
Beth Burckley	December 12, 2023		January 5, 2026
Alternate - J. D. Maloney	March 12, 2024		January 31, 2027
Alternate - Jeffrey Jones	January 14, 2025		January 31,2029

Tree Advisory - 5 Year Term	Appointed	Reappointed	Term Expiration
Jennifer Chandler	January 14, 2025		June 30, 2025
Susan Di Cerchio - Chairperson	July 12, 2022		June 30, 2027
Randall Morin	April 27, 2010	May 14, 2024	June 30, 2029
Justin Gordon	August 13, 2024		June 30, 2028
Mary Foote	July 9, 2019		June 30, 2026
James Carminito - Council Liaison			N/A

Human Relations - 3 Year Term	Appointed	Reappointed	Term Expiration
Kevin Zwick - Chairperson	September 10, 2024		March 31, 2026
Vacant			March 31, 2026
Koretta McGhee	January 14, 2025		March 31, 2028
Rev. Lee Paczulla	March 8, 2022	April 8, 2025	March 31, 2028
Susmita Sukla - Co-Chairperson	January 9, 2024		March 31, 2027
Beth Burckley - Council Liaison			N/A

Other Appointments	Appointed	Reappointed	Term Expires
Emergency Management Coordinator Karin Williams	January 1, 2015		N/A
Vacancy Board Chairman Leo Scoda	February 9, 2021	January 14, 2025	December 31, 2025

RESOLUTION 2025 -

BOROUGH OF PHOENIXVILLE

A RESOLUTION OF GRATITUDE FOR THE PUBLIC SERVICE OF SHAWN CEPHAS AS A MEMBER OF THE HUMAN RELATIONS COMMISSION FOR THE BOROUGH OF PHOENIXVILLE, CHESTER COUNTY, PENNSYLVANIA.

WHEREAS: Shawn Cephas Bird served diligently and honorably as a member of the Phoenixville Human Relations Commission since April 9, 2024; and

WHEREAS: Mr. Cephas provided an invaluable service to the Phoenixville Human Relations Commission during that time; and

WHEREAS: Borough Council wishes to express its most sincere gratitude and appreciation to Shawn Cephas for all of his efforts and commitment to the Borough in performing his numerous and dedicated responsibilities over the past year.

NOW THEREFORE BE IT RESOLVED: By the Borough Council of the Borough of Phoenixville that Shawn Cephas is recognized and publicly acknowledged for his commitment and efforts in performing his duties and further does offer their best wishes in his future endeavors.

PASSED by Borough Council this 13th day of May, 2025.

By: ____

Jonathan M. Ewald
President, Borough Council

ENACTED this 13th day of May, 2025.

By: ____

E. Jean Krack
Borough Manger/Secretary

RESOLUTION 2025 -

BOROUGH OF PHOENIXVILLE

A RESOLUTION OF GRATITUDE FOR THE PUBLIC SERVICE OF FRANK MARKEY AS A MEMBER OF THE RECREATION BOARD FOR THE BOROUGH OF PHOENIXVILLE, CHESTER COUNTY, PENNSYLVANIA.

WHEREAS: Frank Markey Bird served diligently and honorably as a member of the Phoenixville Recreation Board since May 9, 2023; and

WHEREAS: Mr. Markey provided an invaluable service to the Phoenixville Recreation Board during that time; and

WHEREAS: Borough Council wishes to express its most sincere gratitude and appreciation to Frank Markey for all of his efforts and commitment to the Borough in performing his numerous and dedicated responsibilities over the past two years.

NOW THEREFORE BE IT RESOLVED: By the Borough Council of the Borough of Phoenixville that Frank Markey is recognized and publicly acknowledged for his commitment and efforts in performing his duties and further does offer their best wishes in his future endeavors.

PASSED by Borough Council this 13th day of May, 2025.

By: ____
Jonathan M. Ewald
President, Borough Council

ENACTED this 13th day of May, 2025.

By: ____
E. Jean Krack
Borough Manger/Secretary

RESOLUTION NO. 2025 –

BOROUGH OF PHOENIXVILLE
CHESTER COUNTY, PENNSYLVANIA

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PHOENIXVILLE, CHESTER COUNTY, PENNSYLVANIA, APPROVING THE INTERSECTION INSTALLATION AGREEMENT; ACCEPTING THE (i) PERMANENT TRAFFIC SIGNAL AND TEMPORARY CONSTRUCTION EASEMENTS, (ii) DEED OF DEDICATION OF STARR STREET ROW, AND (iii) DEED OF DEDICATION OF ASHLAND STREET ROW, OVER A PORTION OF THE PARCEL OF LAND IDENTIFIED AS 101 BRIDGE STREET (UPI NO. 15-9-157).

WHEREAS, the Borough of Phoenixville (the "Borough") desires to improve the intersection of Starr Street and Bridge Street (the "Intersection"), a portion of which is controlled by the Pennsylvania Department of Transportation ("PennDOT"), to, among other things, provide wider cartway widths on the existing portions of the Intersection and extend Starr Street north to Ashland Street (the "Project"); and

WHEREAS, the Project is proposed to a certain parcel of land owned by the 3D Group Ltd. ("3D"), located at 101 Bridge Street, and more particularly identified as Chester County UPI No. 15-9-157 (the "Property"); and

WHEREAS, in order to secure PennDOT approval of the Project, the Borough requires the following related to the Property:

A. Permanent traffic signal easements over the Property;

B. Temporary construction easements over the Property;

C. Dedication of Starr Street right-of-way; and

D. Dedication of Ashland Street right-of-way.

WHEREAS, 3D has agreed to provide the Borough with the foregoing subject to an Intersection Installation Agreement, attached hereto and incorporated herein as Exhibit "A" (the

"Intersection Agreement"), whereby the Borough would reimburse 3D for certain attorneys fees and, in the future, consider parking area management; and

WHEREAS, Borough Council desires to authorize the approval of the Intersection Agreement and acceptance of the easements and dedications.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Phoenixville Borough Council hereby authorizes the Borough to enter into the Intersection Agreement, in a form substantially similar to that attached hereto as Exhibit "A", and further authorizes the Borough Council President, Borough Manager and Borough Solicitor to execute said Intersection Agreement on behalf of the Borough, and further prepare, execute, and perform all necessary and appropriate documents and actions in order to satisfy the same.

2. Phoenixville Borough Council hereby authorizes the acceptance of the permanent traffic signal easement and the temporary construction easement on 101 Bridge Street pursuant to the Permanent Traffic Signal and Temporary Construction Easement Agreement, in a form substantially similar to that attached hereto as Exhibit "B", and further authorizes the Borough Council President, Borough Manager and Borough Solicitor to execute said Permanent Traffic Signal and Temporary Construction Easement Agreement on behalf of the Borough, and further prepare, execute, and perform all necessary and appropriate documents and actions in order to satisfy and record the same.

3. Phoenixville Borough Council hereby authorizes the acceptance of the dedication of the Starr Street right-of-way over 101 Bridge Street, pursuant to the Deed of Dedication attached hereto as Exhibit "C", and further authorizes the Borough Council President, Borough Manager and Borough Solicitor to execute said Deed of Dedication on behalf of the Borough, and further

prepare, execute, and perform all necessary and appropriate documents and actions in order to satisfy and record the same.

4. Phoenixville Borough Council hereby authorizes the acceptance of the dedication of the Ashland Street right-of-way over 101 Bridge Street, pursuant to the Deed of Dedication attached hereto as Exhibit "D", and further authorizes the Borough Council President, Borough Manager and Borough Solicitor to execute said Deed of Dedication on behalf of the Borough, and further prepare, execute, and perform all necessary and appropriate documents and actions in order to satisfy and record the same.

APPROVED and **RESOLVED,** at a public meeting of the Phoenixville Borough Council, Chester County, Pennsylvania, in lawful session duly assembled this 13th day of May 2025.

By: ______________________________________

Jonathan M. Ewald
President, Borough Council

ENACTED, this 13th day of May 2025.

By: ___________________________

E. Jean Krack, Borough Manager/Secretary

I HEREBY CERTIFY, that the foregoing is a true and correct copy of the said Resolution duly adopted at a regular meeting of Borough Council held on the 13th day of May 2025.

By: _____________________________

E. Jean Krack, Borough Manager/Secretary

EXHIBIT A
Intersection Installation Agreement

INTERSECTION INSTALLATION AGREEMENT
BETWEEN
BOROUGH OF PHOENIXVILLE, CHESTER COUNTY
AND
3D GROUP, LTD.

THIS AGREEMENT is made this 11 day of April, 2025, for and in consideration of the mutual promises and agreements contained herein, by the **BOROUGH OF PHOENIXVILLE** ("Borough"), a Pennsylvania borough with offices located at 351 Bridge Street, Floor 2, Phoenixville, Pennsylvania 19460, and **3D GROUP, LTD.** ("3D"), a Pennsylvania limited liability company, with a mailing address of 2 Ridge Road, Phoenixville, Pennsylvania 19460.

BACKGROUND

A. 3D is the owner of a certain parcel of land located at 101 Bridge Street, in the Borough of Phoenixville, Chester County, Pennsylvania, which parcel is more particularly identified as Chester County Tax UPI Number 15-9-157 (the "Property").

B. The Property is located at the northwest corner of the intersection of Starr Street and Bridge Street in the Borough of Phoenixville, Chester County, Pennsylvania (the "Intersection").

C. The Borough desires to improve the Intersection, a portion of which is controlled by the Pennsylvania Department of Transportation ("PennDOT") as a state route, to, among other things, provide wider cartway widths on the existing portions of the Intersection and extend Starr Street north to Ashland Street (the "Intersection Enhancement").

D. As a part of the Intersection Enhancement, the Borough has elected to accept the dedication of portions of land depicted as "68' R/W" on certain plans prepared by Ludgate Engineering Corporation, dated October 2, 2002, last revised December 19, 2003, consisting of sixteen (16) sheets, and recorded in the Office for the Recorder of Deeds of Chester County on November 23, 2004 at Plan Book 17258, Page 1, and identified as Document No. 10481633, and further offered for dedication to Grantee by Grantor, its successors and assigns, pursuant to plan Note 9 on Sheet No. 2 of said plans, and 3D has executed a deed of dedication related thereto prior to the execution of this Agreement.

E. In order to secure PennDOT approval of the permits necessary for the Borough to complete the Intersection Enhancement, the Borough is requesting the dedication of approximately 339.8 square feet of right of way area, as more particularly depicted on the plans prepared by Traffic Planning & Design, Inc., dated September 18, 2024, bearing no revisions (the "ROW Plan"), which is attached hereto and incorporated herein as Exhibit "A" (the "ROW").

F. In order to secure PennDOT approval of the permits necessary for the Borough to complete the Intersection Enhancement, the Borough is requesting the grant of an approximately 234.9 square foot permanent traffic signal easement, and an approximately 829.5 square foot temporary construction easement, as more particularly depicted on the plans prepared by Traffic

Planning & Design, Inc., dated September 18, 2024, bearing no revisions (the "Easement Plan"), which is attached hereto and incorporated herein as Exhibit "B" (collectively, the "Easement").

G. 3D desires to grant the Borough the ROW and the Easement (collectively, the "ROW/Easement") in order for the Intersection Enhancement to move forward, on the terms and conditions set forth herein.

AGREEMENT

1. GRANT OF EASEMENT. 3D shall grant the Borough the ROW/Easement, on the terms and conditions contained in the ROW Deed of Dedication, attached hereto as Exhibit "C", and the Permanent Traffic Signal and Temporary Construction Easement Agreement, attached hereto as Exhibit "D", provided that the Borough complies with the conditions reflected in Paragraph 2 (Conditions of Grant), below.

2. CONDITIONS OF GRANT. In consideration of 3D's grant of the ROW/Easement to the Borough, Borough agrees as follows:

a. Post "no-parking" sign(s) and parking directional sign(s) as a part of the Intersection Enhancement, as reflected on the plans entitled "Pavement Marking and Signage Plan," prepared by Traffic Planning & Design, Inc., dated May 30, 2024, last revised July 31, 2024, as amended (the "Intersection Plan"). Upon completion of the intersection improvements, the Borough in cooperation with 3D will consider the function and traffic patterns of the intersection where it abuts the Property and the Borough will supplement and install additional signage as needed to reasonably control and direct vehicles and pedestrians traversing the intersection of Starr Street and Ashland Street to assist with the identification of their intended destination and/or parking facilities.

b. Install lighting as a part of the Intersection Enhancement, as reflected on the Intersection Plan.

c. Upon completion of the Intersection Enhancement, to explore in good faith an agreement with 3D for the parking lot on the Property, based on terms, conditions, facility quality, expectations, and understandings similar to those that the Borough has with other private parking lots in the Borough, provided that the parking area is compliant with the Borough Ordinances and to industry-standard specifications.

d. The area of the ROW/Easement shall not be deducted or otherwise reduce the net lot area or density calculations with regard to the Property for zoning and land development purposes.

3. ADDITIONAL CONDITIONS.

a. Abandonment. Nothing in this Agreement shall require the Borough to pursue the Intersection Enhancement and, in the event that the Borough determines not to undertake the Intersection Enhancement, then the Borough shall have no obligation to undertake the Project.

b. Notice. All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage prepaid, or by reputable overnight mail service providing proof of delivery, addressed as follows:

If to the **Borough**, then:

Phoenixville Borough
Attn: Borough Manager
351 Bridge Street, 2nd Floor
Phoenixville, PA 19460

With a copy to:

Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

If to **3D**, then:

3D Group LTD
2 Ridge Road
Phoenixville, Pennsylvania 19460

With copy to:

Michael B. Murray, Jr., Esquire
O'Donnell, Weiss & Mattei, PC
347 Bridge Street, Suite 200
Phoenixville, PA 19460

4. BOROUGH INSURANCE. During the period of construction of the Intersection Enhancement, the Borough agrees to maintain bodily injury and property damage insurance for each occurrence of injury or damage in the minimum amount of One Million Dollars ($1,000,000) for each occurrence of injury or damage and an aggregate limit of not less than Two Million Dollars ($2,000,000).

5. REIMBURSEMENT OF 3D ATTORNEY'S FEES. In consideration of the terms and conditions of this Agreement, the Borough hereby agrees to reimburse 3D for the reasonable and actual attorneys' fees incurred by 3D related to the Project, in an amount not to exceed Five Thousand and 00/100 Dollars ($5,000.00). On or before 60 days after execution by 3D of all documents needed by the Borough for the completion of the Project by the Borough, 3D shall submit a reimbursement request to the Borough for the amount to be reimbursed. The Borough shall then have thirty (30) days from such request to remit the reimbursement payment to 3D.

6. **MISCELLANEOUS ITEMS**.

a. All rights and obligations given in this Agreement or imposed upon the respective parties hereto shall extend to and bind the several and respective successors and assigns, heirs, executors and administrators of the parties; provided, however, that 3D may not transfer, convey or assign its respective rights and obligations under this Agreement without the prior written consent of the Borough.

b. All of the parties to this Amendment hereby consent to the exclusive jurisdiction of the Chester County Court of Common Pleas, Commonwealth of Pennsylvania, with respect to any dispute arising in connection with this Agreement or the enforcement thereof. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

c. This document contains the entire agreement made between the parties on the matters covered by this Agreement, except as explicitly described herein. This Agreement may not be amended, altered, revoked, waived or clarified orally or by any action other than by a mutually signed writing.

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Any photographic or Xerox copy of this Agreement, with all signatures reproduced on one or more set of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

BOROUGH:

BOROUGH OF PHOENXIVLLE

By: ______________________________

Jonathan M. Ewald, President
Borough Council

Attest: ______________________________

E. Jean Krack, Secretary

3D:

3D GROUP, LTD.

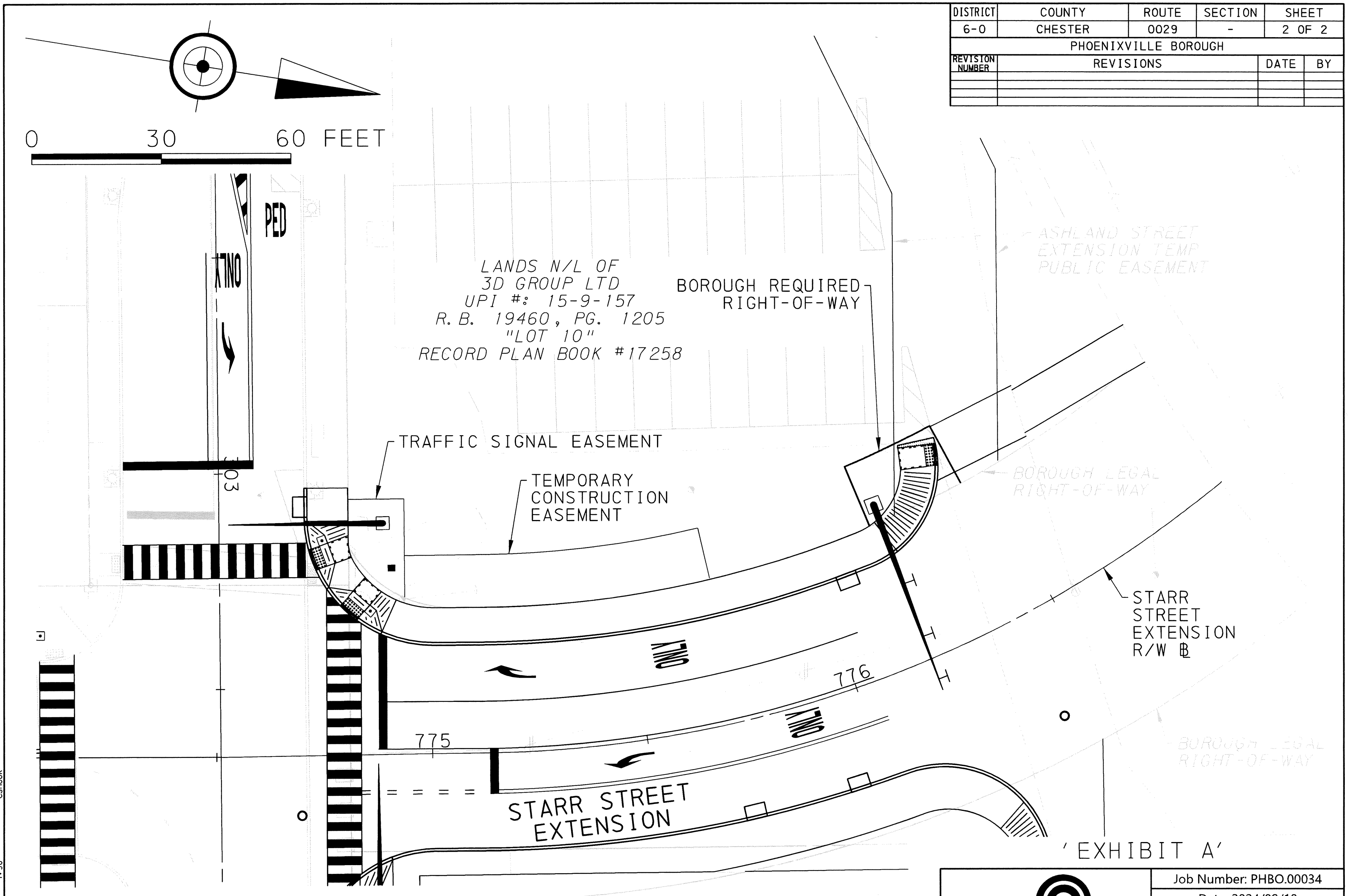
By: ______________________________

Name:
Title:

Exhibit "A"
ROW Plan

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	2 OF 2
PHOENIXVILLE BOROUGH				

REVISION NUMBER	REVISIONS	DATE	BY



'EXHIBIT A'

REQUIRED RIGHT-OF-WAY AREA
= 339.826 SF (0.008 AC)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

Job Number: PHBO.00034
Date: 2024/09/18
Project Designer: FGF
www.TPDinc.com
1.877.873.9739
info@TPDinc.com

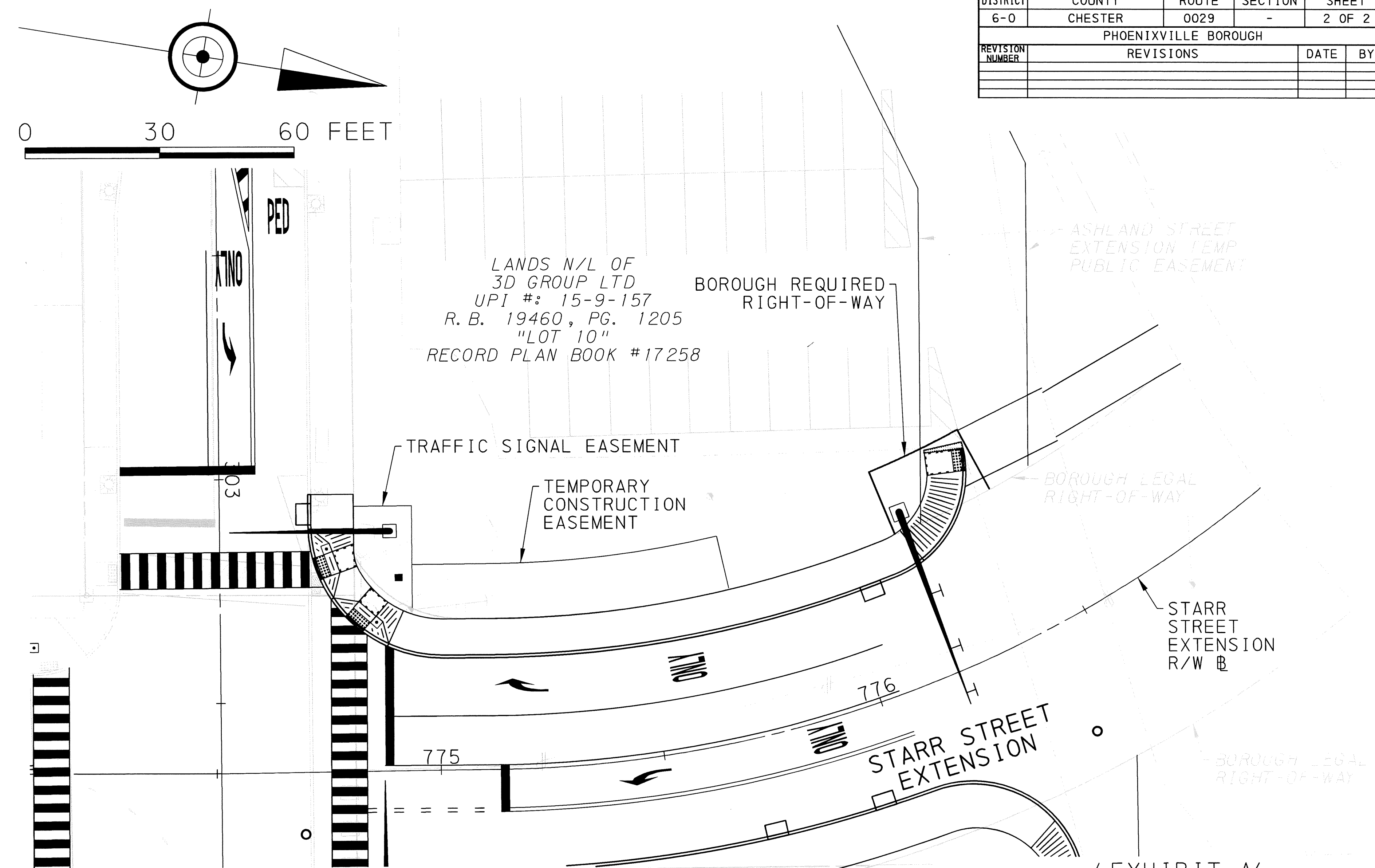
REQUIRED RIGHT-OF-WAY - 3D GROUP LTD

DRN BY: CS

Exhibit "B"
Easement Plan

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	2 OF 2
PHOENIXVILLE BOROUGH				

REVISION NUMBER	REVISIONS	DATE	BY



'EXHIBIT A'

TRAFFIC SIGNAL EASEMENT AREA
= 234.878 SF (0.005 AC)

TEMPORARY CONSTRUCTION EASEMENT AREA
= 829.465 SF (0.019 AC)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TPD	
	Job Number: PHBO.00034
	Date: 2024/09/18
	Project Designer: FGF
	www.TPDinc.com
	1.877.873.9739
	info@TPDinc.com

TRAFFIC SIGNAL EASEMENT & TCE - 3D GROUP LTD

DRN BY: CS

pw:\\tpd-pw.bentley.com:TPDProjectwise\Documents\Active\PHBO\00034 - Starr Street Extension Phoenixville\CADD (HOP InRoads SS10)\ROW\Exhibits\TSE & TCE - 3D Group LTD 02.dgn
9/18/2024 5:51:39 PM 1:30 csnook

Exhibit "B"
ROW Deed of Dedication

Prepared By: Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

UPI Nos.: 15-9-157

DEED OF DEDICATION

101 Bridge Street – Ashland Street Right-of-Way

THIS INDENTURE is made this ______ day of ________________, 2025,

FROM

3D GROUP, LTD., a Pennsylvania limited liability company, with a mailing address of 2 Ridge Road, Phoenixville, Pennsylvania 19460 (hereinafter collectively referred to as "Grantor"), of the one part,

TO

THE BOROUGH OF PHOENIXVILLE, a duly organized Pennsylvania Borough with a mailing address of 351 Bridge Street, 2nd Floor, Phoenixville, Pennsylvania 19460 (hereinafter called "Grantee"), of the other part;

W I T N E S S E T H:

THAT the said Grantor, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated and by these presents does dedicate for public use and enjoyment as and for a public street, road or highway, sidewalk, trail, utilities and other public improvements, together with any sidewalks or trails thereon and sanitary sewer lines and storm sewer lines constructed thereunder, unto the said Grantee, its successors and assigns.

ALL those certain tracts or parcels of ground situate in the Borough of Phoenixville, Chester County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

TO have and to hold the tracts or parcels of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road, highway, sidewalk, trail, utilities or other public improvements, together with any sidewalks or trails thereon (if any) and sanitary sewer lines and storm sewer lines constructed thereunder, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said public street, road, highway, sidewalk, trail, utilities or other public improvements had been approved by a Decree of the Court of Common Pleas in and for the County of Chester after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

AND the said Grantor, its successors and assigns, does by these presents, covenant, promise and agree to and with the said Borough of Phoenixville, its successors and assigns, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time hereafter ask, demand, recover or receive of or from the said Borough of Phoenixville, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said public street, road, highway, sidewalk, trail, utilities or other public improvements to grade as now established, and if such grade shall not be established at the date of these presents, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the public street, road, highway, sidewalk, trail, utilities or other public improvements to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantor, for itself and its heirs, successors and assigns, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that he, the Grantor, has not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

AND the said Grantor, for itself and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the said Grantor, shall and will warrant and forever defend the hereinabove described tracts or parcels of land against it, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them.

AND the Grantee, by accepting and recording this Deed, accepts the tracts or parcels of ground described herein as and for a public street, road, highway, trail, sidewalk, utilities and other public improvements.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be signed on the day and year first above written.

GRANTOR:
3D GROUP, LTD.

By: ______________________________________
Name:
Title:

4879-4416-7380, v. 1

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF CHESTER :

On this, the _________ day of _____________________, 2025, before the undersigned officer, personally appeared ______________ known to me or satisfactorily proven to be the ____________________ of 3D Group, LTD., who acknowledged that he, being duly authorized to do so as such officer, executed the within instrument on behalf of the company for the purposes therein contained.

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

____
Notary Public

My Commission Expires:

Legal Description / Plan

EXHIBIT "A"

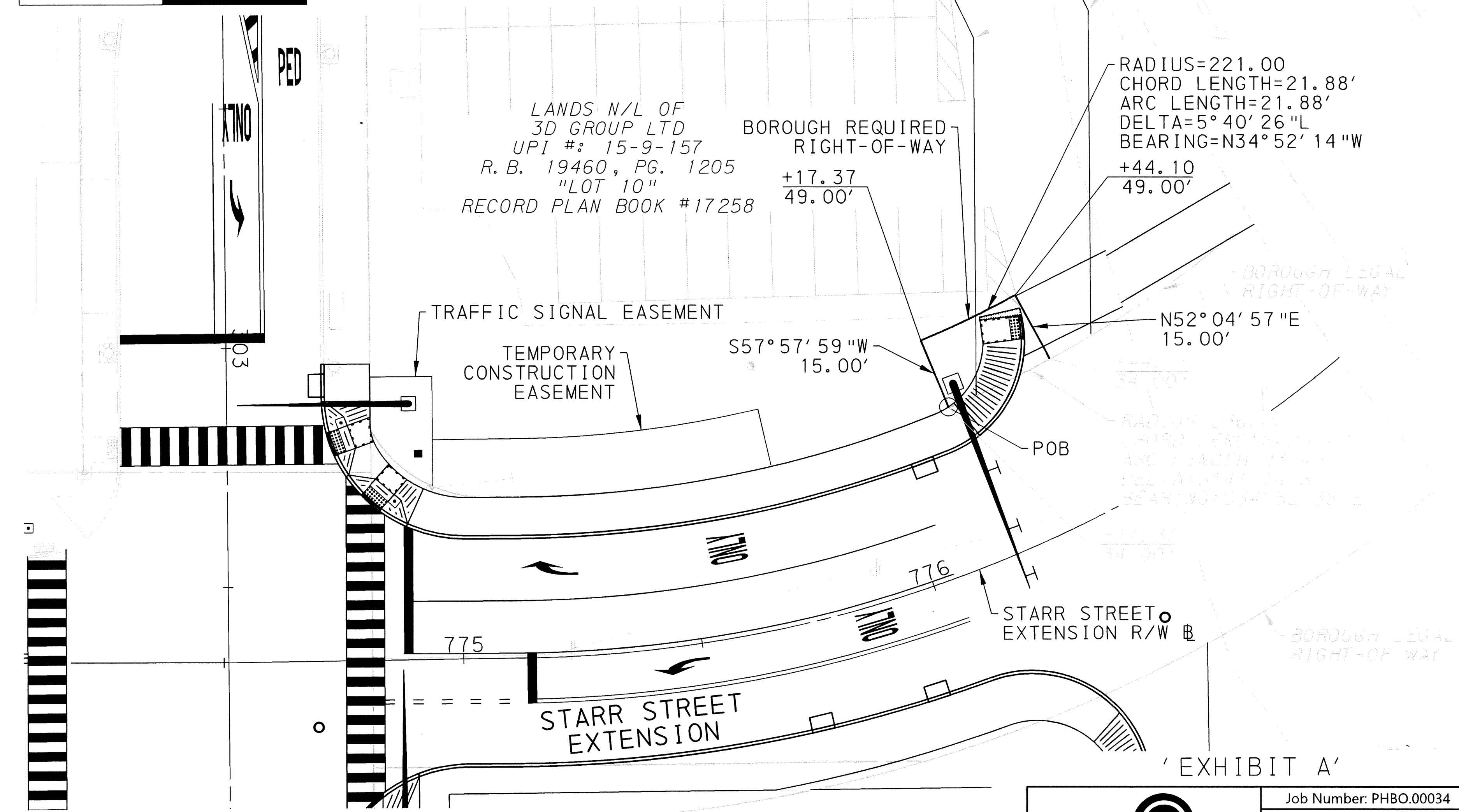
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	1 OF 2

PHOENIXVILLE BOROUGH

REVISION NUMBER	REVISIONS	DATE	BY

REQUIRED RIGHT-OF-WAY
METES & BOUNDS

BEARING	DISTANCE
S57°57′59"W	15.00′
N34°52′14"W	21.88′
N52°04′57"E	15.00′
S34°52′38"E	23.43′



'EXHIBIT A'

REQUIRED RIGHT-OF-WAY AREA
= 339.826 SF (0.008 AC)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TPD

Job Number: PHBO.00034
Date: 2024/09/18
Project Designer: FGF
www.TPDinc.com
1.877.873.9739
info@TPDinc.com

REQUIRED RIGHT-OF-WAY - 3D GROUP LTD

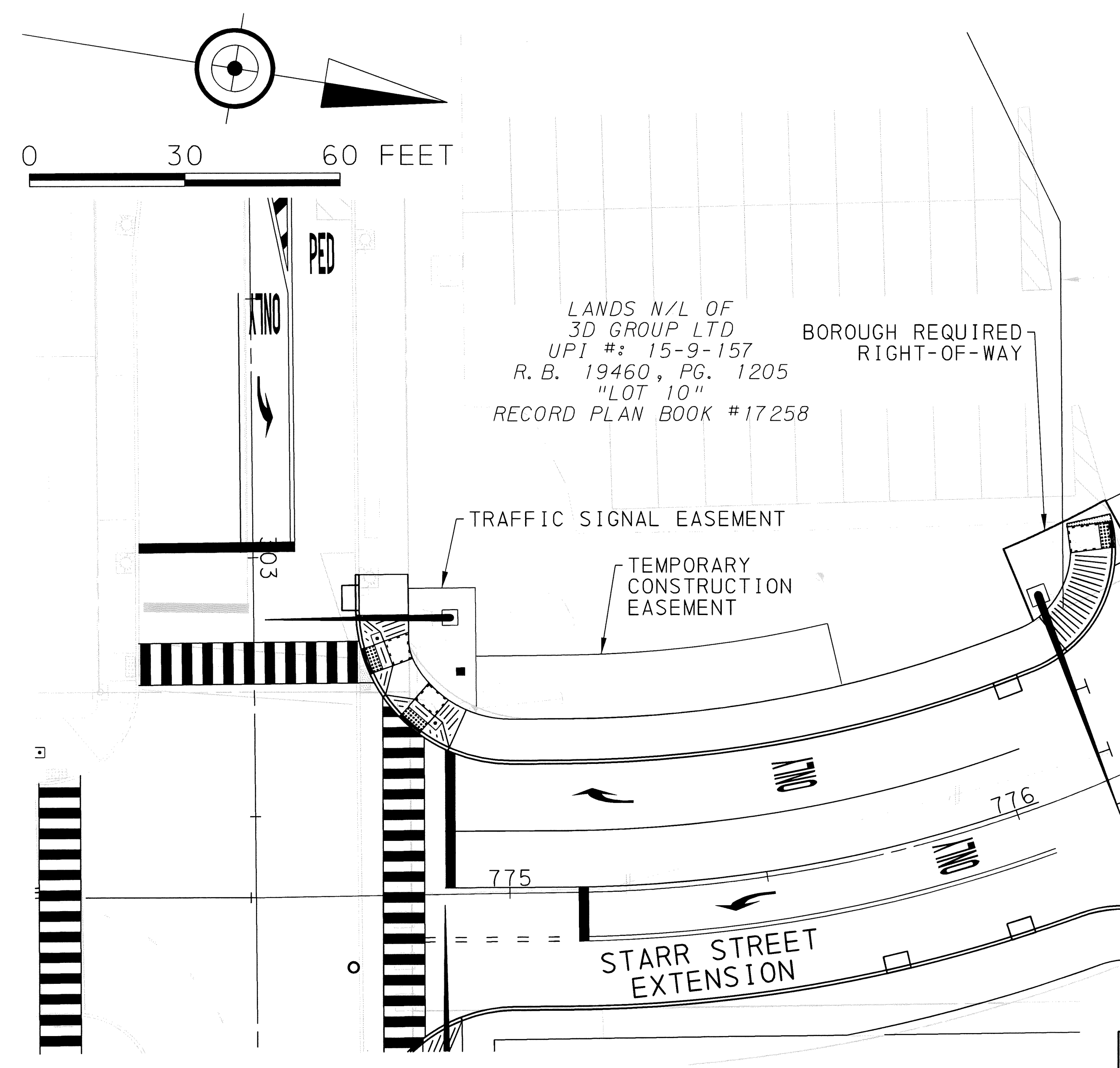
DRN BY: CS

pw:\\tpd-pw.bentley.com:TPDProjectwise\Documents\Active\PHBO\00034 - Starr Street Extension Phoenixville\CADD (HOP InRoads SS10)\ROW\Exhibits\RROW - 3D Group LTD 01.dgn
9/18/2024 5:54:35 PM 1:30 csnook

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	2 OF 2

PHOENIXVILLE BOROUGH

REVISION NUMBER	REVISIONS	DATE	BY



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THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

Job Number: PHBO.00034
Date: 2024/09/18
Project Designer: FGF
www.TPDinc.com
1.877.873.9739
info@TPDinc.com

REQUIRED RIGHT-OF-WAY - 3D GROUP LTD

DRN BY: CS

Exhibit "D"
Easement Agreement

Prepared By: Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

Return To: Same as above

UPI No(s).: 15-9-157

PERMANENT TRAFFIC SIGNAL AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made this _____ day of _______________, 2025, by and between **3D GROUP, LTD.**, a Pennsylvania limited liability company, with a mailing address of 2 Ridge Road, Phoenixville, Pennsylvania 19460 (hereinafter referred to as "Grantor"), and the **BOROUGH OF PHOENIXVILLE**, a Pennsylvania Borough with an address of 351 Bridge Street, Phoenixville, Chester County, Pennsylvania (hereinafter referred to as "Grantee").

BACKGROUND

A. Grantor is the legal owner of a certain parcel of land located at 101 Bridge Street, in the Borough of Phoenixville, Chester County, Pennsylvania, which parcel is more particularly identified as Chester County Tax UPI Number 15-9-157 (the "Property").

B. Grantee proposes to construct certain widening and improvements to Starr Street as a part of an overall intersection improvement at Starr Street and Bridge Street, including, among other things, sidewalk improvements, the installation of a traffic signal, and grading associated therewith (hereinafter collectively referred to as the "Improvements") on or near the Property.

C. As stated above, Grantee also proposes to install and construct a traffic signal as a part of the Improvements, together with all necessary related improvements and facilities, including but not limited to poles, cables, mast arms, underground electrical conduit, and junction box(es) along Bridge Street (such improvements and facilities, together with the traffic signal itself, are referred to collectively herein as the "Traffic Signal").

D. In order to permit the installation and construction of the Improvements on or near the Grantor's Property and adjacent properties, Grantee has requested a 829.465 square foot temporary construction easement on, over, under and through the Property ("Temporary Construction Easement Area"), as more particularly shown and described on the plan entitled "Traffic Signal Easement & TCE – 3D Group LTD" prepared by Traffic Planning and Design, Inc., dated September 18, 2024, bearing no revisions (the "Plan"), a copy of which is attached hereto and incorporated herewith as Exhibit "A".

E. In order to further to permit the installation, construction, operation, maintenance, updating, repair and replacement of the Traffic Signal and other Improvements on or near the Grantor's Property and adjacent properties, Grantee has also requested a 234.878 square foot permanent traffic signal easement, on, over, under and through the Property, as more particularly shown and described on the Plan attached hereto as Exhibit "A" (the "Signal Easement Area").

F. Grantor is willing to grant such easements on, over, under and through the portion of the Property to be used for the Temporary Construction Easement Area and the Signal Easement Area (collectively, the "Easement Areas") to Grantee, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar ($1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**. Grantor, on behalf of itself and its personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the temporary, nonexclusive right, privilege and easement over the Temporary Construction Easement Area as defined herein, and as depicted on the Plan attached hereto as Exhibit "A", together with all temporary rights of ingress, egress and regress in, to, over, upon, through, along and from said Temporary Construction Easement Area, necessary or convenient for temporary use and occupation by the Grantee of the said Temporary Construction Easement Area in connection with the installation, repair and construction of the Improvements (the "Temporary Construction Easement"). Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Temporary Construction Easement Area in order to install, repair, construct and inspect the Improvements on or near the Property and on adjoining and adjacent properties; and (b) to perform excavation, grading or other work necessary in connection with the foregoing. The Grantee's rights to the Temporary Construction Easement Area shall terminate automatically upon completion of the construction of the Improvements and related facilities.

2. **PERMANENT SIGNAL EASEMENT**. Grantor, on behalf of itself and its personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions

contained herein, the full, perpetual and uninterrupted right of way and easement over the Signal Easement Area as defined herein, as identified with bearings and distances on the Plan attached hereto as Exhibit "A", for the purposes of permitting the Grantee, its successors and assigns, to: (a) install and construct the Traffic Signal; (b) use and operate the Traffic Signal; and (c) perform all necessary inspection, maintenance, repairs, replacements, additions and/or upgrades to the Traffic Signal.

3. **WORK WITHIN THE EASEMENT AREAS**. All work to be performed on and access to or through the Easement Areas by Grantee pursuant to this Agreement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.

4. **RESTORATION OF EASEMENT AREAS**. Upon completion of any work related to the installation, repair or construction of the Improvements on the Property and adjoining and adjacent properties by Grantee or its employees, agents or contractors, the Grantee shall restore the portions of the portions of the Easement Areas affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject however, to the construction and modification of the Improvements as contemplated on the Plan.

5. **MAINTENANCE OBLIGATIONS**. Grantor, on behalf of itself and its personal representatives, successors and assigns, hereby agrees that Grantor, at its sole expense, shall be responsible for the continuing and routine maintenance of the surface of the Easement Areas upon completion of the Improvements.

6. **RESERVATIONS TO GRANTOR**. Except to the extent inconsistent with the easements granted to Grantee hereunder, and the other rights and obligations granted

herein, Grantor, its personal representatives, successors and assigns, shall have the right to use and enjoy all areas of the Property, including the Easement Areas.

7. **RESTRICTIONS ON GRANTOR'S USE**. Grantor agrees for itself, its contractors, employees and invitees, and their successors and assigns:

a. That Grantor will not do or fail to anything which would unreasonably interfere with Grantee's use of the Easement Areas;

b. That Grantor will not erect any building, barrier, fence or other structure or improvement within the Easement Areas;

c. That Grantor will not plant any new trees or other plant life which could interfere with the Easement Areas; and

d. That Grantor will not modify the grade of all or any portion of the Easement Areas.

8. **RELEASE**. Grantee, their heirs, executors, administrators, assigns, and other successors in interests, hereby release Grantor's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, installation, presence, existence, or maintenance of the Traffic Signal and Easement Areas by the Grantee, except where resulting from Grantor's gross negligence or willful misconduct. In the event that a claim is asserted against Grantor, its designated representatives or employees, Grantor shall promptly notify Grantee and Grantee shall defend, at their own expense, any suit based on the claim. Grantor agrees to cooperate including assigning any rights to contracts to Grantee if necessary to defend any action regarding the installation and construction of the Traffic Signal and in the Easement Areas. If any judgment or claims against Grantor's employees or designated

representatives shall be allowed, the Grantee shall pay all costs and expenses regarding said judgment or claim.

9. **GENERAL PROVISIONS**.

a. **Entire Agreement**. The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their heirs, personal representatives, successors or assigns. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

b. **Controlling Law**. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

c. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

d. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective personal representatives, successors and assigns.

e. **Headings**. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

f. **<u>Recording</u>**. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, at the sole expense of Grantee.

g. **<u>Obligations to Run With the Land</u>**. The covenants, restrictions and obligations of this Agreement shall be deemed covenants running with the Grantor's Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

GRANTOR:
3D GROUP, LTD.

By: ______________________________
Name:
Title:

GRANTEE:
THE BOROUGH OF PHOENIXVILLE

By: ______________________________
Jonathan M. Ewald, President
Borough Council

Attest: ______________________________
E. Jean Krack, Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF ______________________ :

On this, the _________ day of _____________________, 2025, before the undersigned officer, personally appeared ______________ known to me or satisfactorily proven to be the ____________________ of 3D Group, LTD., who acknowledged that he, being duly authorized to do so as such officer, executed the within instrument on behalf of the company for the purposes therein contained.

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

____

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CHESTER :

On this, the _____ day of ____________________, 2025, before me, the undersigned officer, personally appeared **Jonathan M. Ewald**, who acknowledged himself to be the President of the Borough Council of the Borough of Phoenixville, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Borough by himself as such officer.

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

____
Notary Public

My Commission Expires:

<u>Exhibit A</u>

PLAN

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	1 OF 2
PHOENIXVILLE BOROUGH				

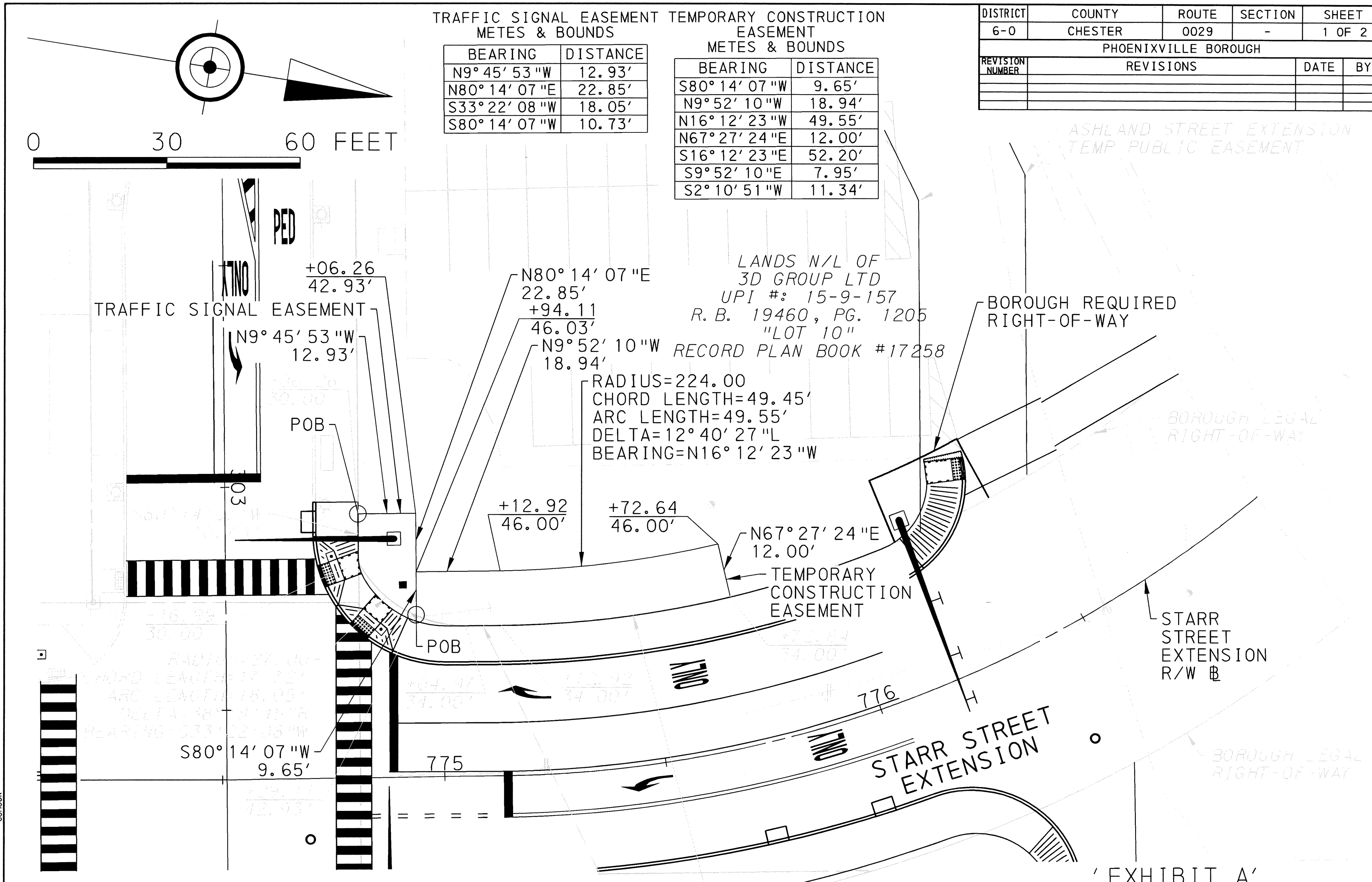
REVISION NUMBER	REVISIONS	DATE	BY

TRAFFIC SIGNAL EASEMENT
METES & BOUNDS

BEARING	DISTANCE
N9°45′53"W	12.93′
N80°14′07"E	22.85′
S33°22′08"W	18.05′
S80°14′07"W	10.73′

TEMPORARY CONSTRUCTION EASEMENT
METES & BOUNDS

BEARING	DISTANCE
S80°14′07"W	9.65′
N9°52′10"W	18.94′
N16°12′23"W	49.55′
N67°27′24"E	12.00′
S16°12′23"E	52.20′
S9°52′10"E	7.95′
S2°10′51"W	11.34′



'EXHIBIT A'

TRAFFIC SIGNAL EASEMENT AREA
= 234.878 SF (0.005 AC)

TEMPORARY CONSTRUCTION EASEMENT AREA
= 829.465 SF (0.019 AC)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

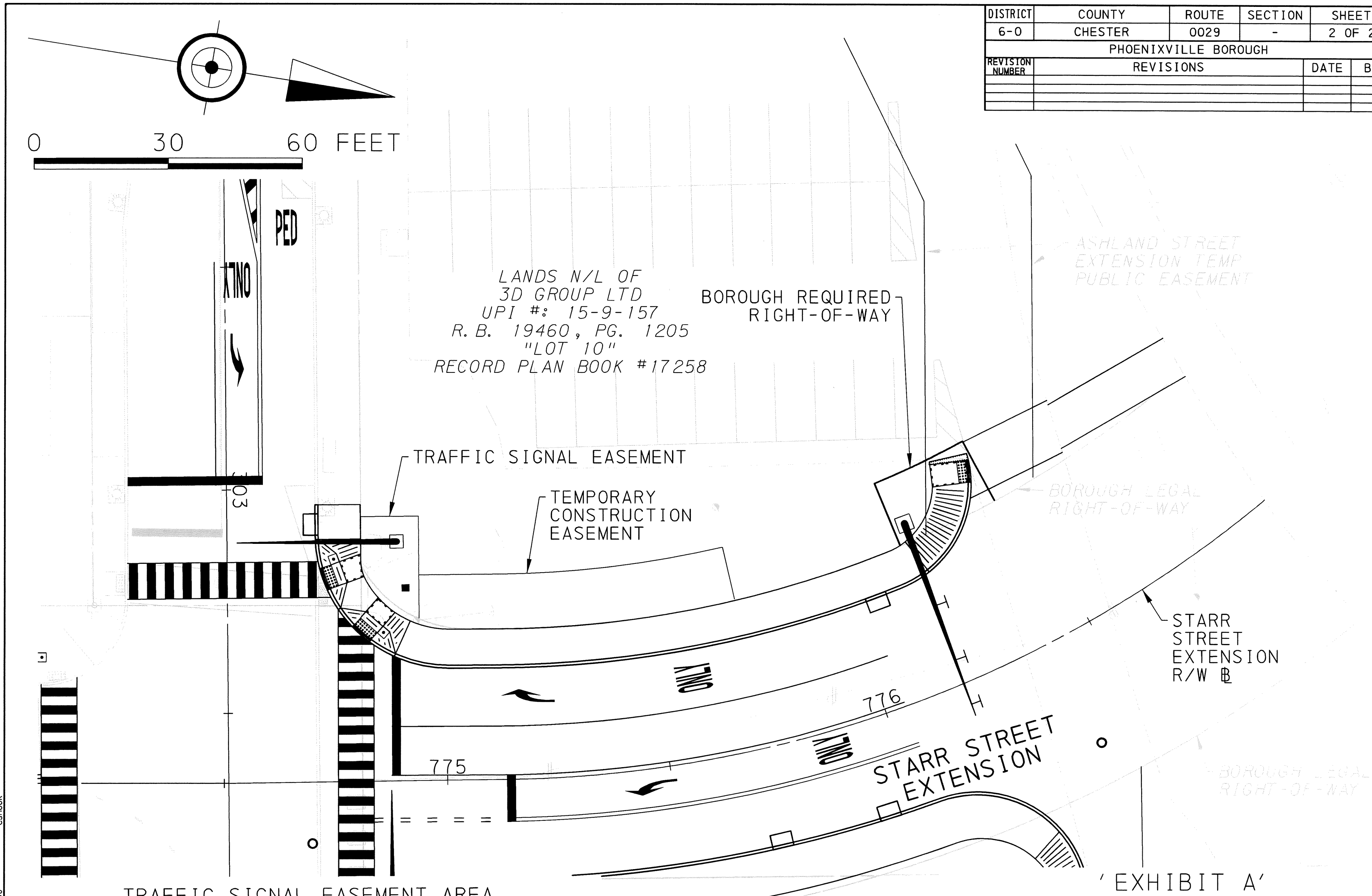
Job Number: PHBO.00034
Date: 2024/09/18
Project Designer: FGF
www.TPDinc.com
1.877.873.9739
info@TPDinc.com

TRAFFIC SIGNAL EASEMENT & TCE - 3D GROUP LTD

DRN BY: CS

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	2 OF 2
PHOENIXVILLE BOROUGH				

REVISION NUMBER	REVISIONS	DATE	BY



'EXHIBIT A'

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1.877.873.9739
info@TPDinc.com

TRAFFIC SIGNAL EASEMENT & TCE - 3D GROUP LTD

DRN BY: CS

EXHIBIT B
Permanent Traffic Signal & TCE Agreement

Prepared By: Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

Return To: Same as above

UPI No(s).: 15-9-157

PERMANENT TRAFFIC SIGNAL AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made this 11th day of April, 2025, by and between **3D GROUP, LTD.**, a Pennsylvania limited liability company, with a mailing address of 2 Ridge Road, Phoenixville, Pennsylvania 19460 (hereinafter referred to as "Grantor"), and the **BOROUGH OF PHOENIXVILLE**, a Pennsylvania Borough with an address of 351 Bridge Street, Phoenixville, Chester County, Pennsylvania (hereinafter referred to as "Grantee").

BACKGROUND

A. Grantor is the legal owner of a certain parcel of land located at 101 Bridge Street, in the Borough of Phoenixville, Chester County, Pennsylvania, which parcel is more particularly identified as Chester County Tax UPI Number 15-9-157 (the "Property").

B. Grantee proposes to construct certain widening and improvements to Starr Street as a part of an overall intersection improvement at Starr Street and Bridge Street, including, among other things, sidewalk improvements, the installation of a traffic signal, and grading associated therewith (hereinafter collectively referred to as the "Improvements") on or near the Property.

C. As stated above, Grantee also proposes to install and construct a traffic signal as a part of the Improvements, together with all necessary related improvements and facilities, including but not limited to poles, cables, mast arms, underground electrical conduit, and junction box(es) along Bridge Street (such improvements and facilities, together with the traffic signal itself, are referred to collectively herein as the "Traffic Signal").

D. In order to permit the installation and construction of the Improvements on or near the Grantor's Property and adjacent properties, Grantee has requested a 829.465 square foot temporary construction easement on, over, under and through the Property ("Temporary Construction Easement Area"), as more particularly shown and described on the plan entitled "Traffic Signal Easement & TCE – 3D Group LTD" prepared by Traffic Planning and Design, Inc., dated September 18, 2024, bearing no revisions (the "Plan"), a copy of which is attached hereto and incorporated herewith as Exhibit "A".

E. In order to further to permit the installation, construction, operation, maintenance, updating, repair and replacement of the Traffic Signal and other Improvements on or near the Grantor's Property and adjacent properties, Grantee has also requested a 234.878 square foot permanent traffic signal easement, on, over, under and through the Property, as more particularly shown and described on the Plan attached hereto as Exhibit "A" (the "Signal Easement Area").

F. Grantor is willing to grant such easements on, over, under and through the portion of the Property to be used for the Temporary Construction Easement Area and the Signal Easement Area (collectively, the "Easement Areas") to Grantee, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar ($1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT**. Grantor, on behalf of itself and its personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the temporary, nonexclusive right, privilege and easement over the Temporary Construction Easement Area as defined herein, and as depicted on the Plan attached hereto as Exhibit "A", together with all temporary rights of ingress, egress and regress in, to, over, upon, through, along and from said Temporary Construction Easement Area, necessary or convenient for temporary use and occupation by the Grantee of the said Temporary Construction Easement Area in connection with the installation, repair and construction of the Improvements (the "Temporary Construction Easement"). Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Temporary Construction Easement Area in order to install, repair, construct and inspect the Improvements on or near the Property and on adjoining and adjacent properties; and (b) to perform excavation, grading or other work necessary in connection with the foregoing. The Grantee's rights to the Temporary Construction Easement Area shall terminate automatically upon completion of the construction of the Improvements and related facilities.

2. **PERMANENT SIGNAL EASEMENT**. Grantor, on behalf of itself and its personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions

contained herein, the full, perpetual and uninterrupted right of way and easement over the Signal Easement Area as defined herein, as identified with bearings and distances on the Plan attached hereto as Exhibit "A", for the purposes of permitting the Grantee, its successors and assigns, to: (a) install and construct the Traffic Signal; (b) use and operate the Traffic Signal; and (c) perform all necessary inspection, maintenance, repairs, replacements, additions and/or upgrades to the Traffic Signal.

3. **WORK WITHIN THE EASEMENT AREAS**. All work to be performed on and access to or through the Easement Areas by Grantee pursuant to this Agreement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.

4. **RESTORATION OF EASEMENT AREAS**. Upon completion of any work related to the installation, repair or construction of the Improvements on the Property and adjoining and adjacent properties by Grantee or its employees, agents or contractors, the Grantee shall restore the portions of the portions of the Easement Areas affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject however, to the construction and modification of the Improvements as contemplated on the Plan.

5. **MAINTENANCE OBLIGATIONS**. Grantor, on behalf of itself and its personal representatives, successors and assigns, hereby agrees that Grantor, at its sole expense, shall be responsible for the continuing and routine maintenance of the surface of the Easement Areas upon completion of the Improvements.

6. **RESERVATIONS TO GRANTOR**. Except to the extent inconsistent with the easements granted to Grantee hereunder, and the other rights and obligations granted

herein, Grantor, its personal representatives, successors and assigns, shall have the right to use and enjoy all areas of the Property, including the Easement Areas.

7. **RESTRICTIONS ON GRANTOR'S USE**. Grantor agrees for itself, its contractors, employees and invitees, and their successors and assigns:

a. That Grantor will not do or fail to anything which would unreasonably interfere with Grantee's use of the Easement Areas;

b. That Grantor will not erect any building, barrier, fence or other structure or improvement within the Easement Areas;

c. That Grantor will not plant any new trees or other plant life which could interfere with the Easement Areas; and

d. That Grantor will not modify the grade of all or any portion of the Easement Areas.

8. **RELEASE**. Grantee, their heirs, executors, administrators, assigns, and other successors in interests, hereby release Grantor's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, installation, presence, existence, or maintenance of the Traffic Signal and Easement Areas by the Grantee, except where resulting from Grantor's gross negligence or willful misconduct. In the event that a claim is asserted against Grantor, its designated representatives or employees, Grantor shall promptly notify Grantee and Grantee shall defend, at their own expense, any suit based on the claim. Grantor agrees to cooperate including assigning any rights to contracts to Grantee if necessary to defend any action regarding the installation and construction of the Traffic Signal and in the Easement Areas. If any judgment or claims against Grantor's employees or designated

representatives shall be allowed, the Grantee shall pay all costs and expenses regarding said judgment or claim.

9. **GENERAL PROVISIONS**.

a. **Entire Agreement**. The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their heirs, personal representatives, successors or assigns. In the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

b. **Controlling Law**. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

c. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

d. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective personal representatives, successors and assigns.

e. **Headings**. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

f. **Recording**. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania, at the sole expense of Grantee.

g. **Obligations to Run With the Land**. The covenants, restrictions and obligations of this Agreement shall be deemed covenants running with the Grantor's Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

GRANTOR:
3D GROUP, LTD.

By: ______________________
Name: Dorothy Strunk
Title: Member

GRANTEE:
THE BOROUGH OF PHOENIXVILLE

By: ______________________
Jonathan M. Ewald, President
Borough Council

Attest: ______________________
E. Jean Krack, Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: **SS**

COUNTY OF Chester :

On this, the 11th day of April, 2025, before the undersigned officer, personally appeared Dorothy Strunk known to me or satisfactorily proven to be ~~the~~ a member of 3D Group, LTD., who acknowledged that ~~he~~ she, being duly authorized to do so as such officer, executed the within instrument on behalf of the company for the purposes therein contained.

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

Faye M Stoudt

Notary Public

My Commission Expires: Feb 5, 2028

Commonwealth of Pennsylvania - Notary Seal
Faye M. Stoudt, Notary Public
Montgomery County
My Commission Expires February 5, 2028
Commission Number 1296102

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF CHESTER :

On this, the 10th day of April, 2025, before me, the undersigned officer, personally appeared **Jonathan M. Ewald**, who acknowledged himself to be the President of the Borough Council of the Borough of Phoenixville, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Borough by himself as such officer.

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

Commonwealth of Pennsylvania - Notary Seal
JENNIFER LOGAN - Notary Public
Chester County
My Commission Expires August 16, 2027
Commission Number 1355795

Notary Public

My Commission Expires: 8/16/27

<u>Exhibit A</u>

PLAN

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	1 OF 2

PHOENIXVILLE BOROUGH

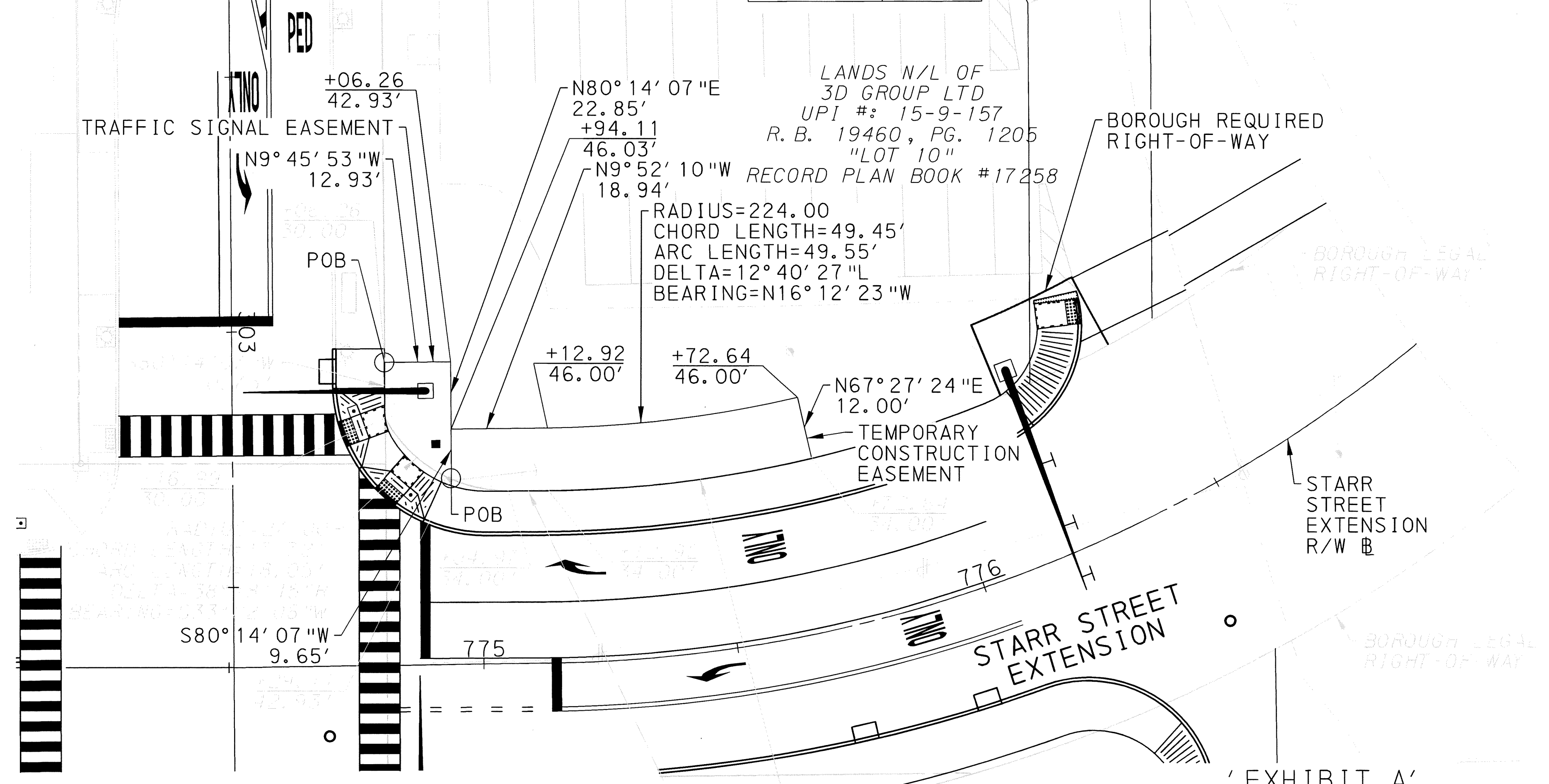
REVISION NUMBER	REVISIONS	DATE	BY

TRAFFIC SIGNAL EASEMENT METES & BOUNDS

BEARING	DISTANCE
N9°45′53"W	12.93′
N80°14′07"E	22.85′
S33°22′08"W	18.05′
S80°14′07"W	10.73′

TEMPORARY CONSTRUCTION EASEMENT METES & BOUNDS

BEARING	DISTANCE
S80°14′07"W	9.65′
N9°52′10"W	18.94′
N16°12′23"W	49.55′
N67°27′24"E	12.00′
S16°12′23"E	52.20′
S9°52′10"E	7.95′
S2°10′51"W	11.34′



TRAFFIC SIGNAL EASEMENT AREA
= 234.878 SF (0.005 AC)

TEMPORARY CONSTRUCTION EASEMENT AREA
= 829.465 SF (0.019 AC)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

'EXHIBIT A'

Job Number: PHBO.00034
Date: 2024/09/18
Project Designer: FGF
www.TPDinc.com
1.877.873.9739
info@TPDinc.com

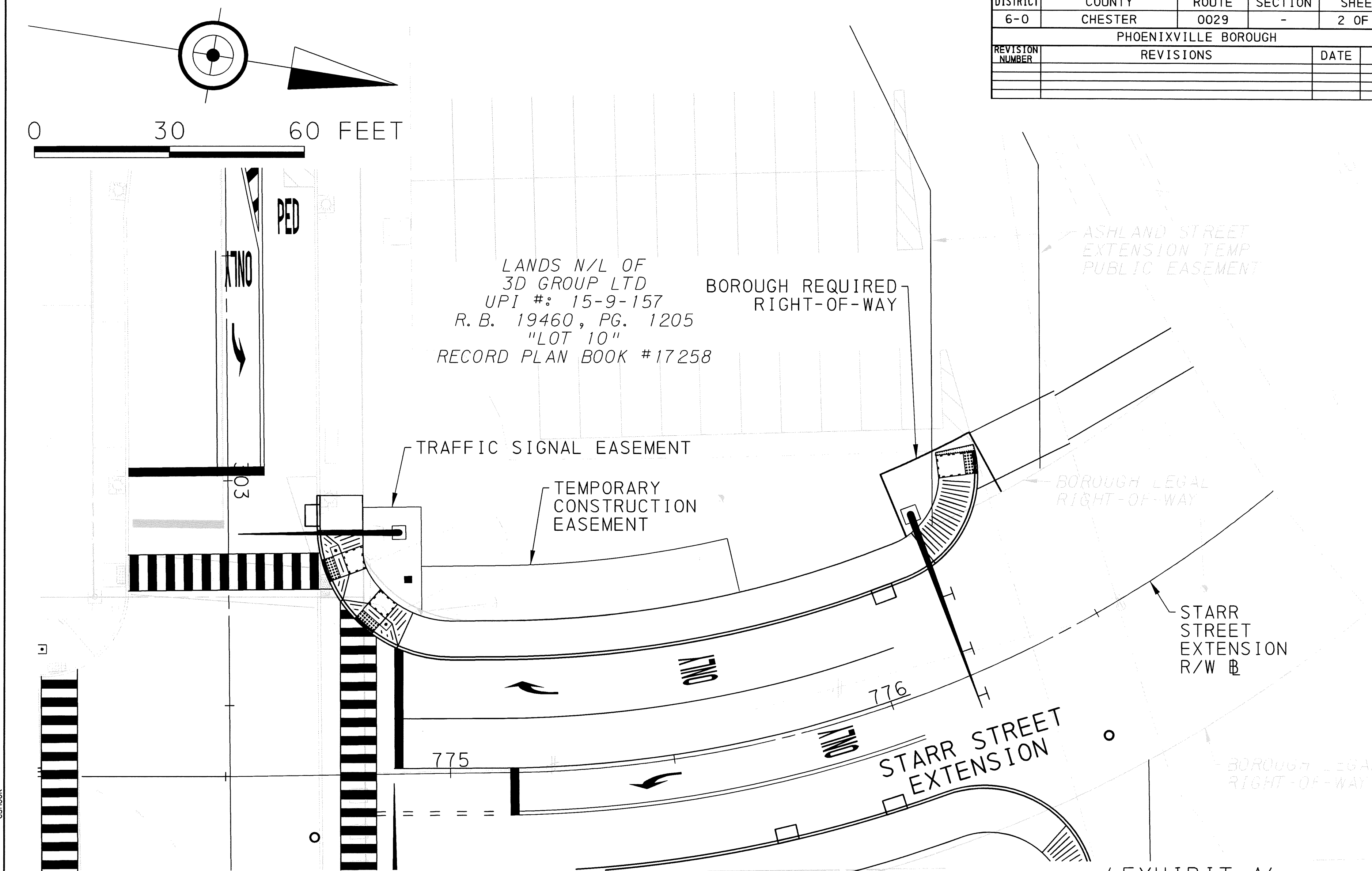
TRAFFIC SIGNAL EASEMENT & TCE - 3D GROUP LTD

DRN BY: CS

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	2 OF 2

PHOENIXVILLE BOROUGH

REVISION NUMBER	REVISIONS	DATE	BY



'EXHIBIT A'

TRAFFIC SIGNAL EASEMENT AREA
= 234.878 SF (0.005 AC)

TEMPORARY CONSTRUCTION EASEMENT AREA
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TPD	Job Number: PHBO.00034
	Date: 2024/09/18
	Project Designer: FGF
	www.TPDinc.com
	1.877.873.9739
	info@TPDinc.com

TRAFFIC SIGNAL EASEMENT & TCE - 3D GROUP LTD

DRN BY: CS

pw:\\tpd-pw.bentley.com:TPDProjectwise\Documents\Active\PHBO\00034 - Starr Street Extension Phoenixville\CADD (HOP InRoads SS10)\ROW\Exhibits\TSE & TCE - 3D Group LTD 02.dgn
9/18/2024 5:51:39 PM 1:30 csnook

EXHIBIT C
Deed of Dedication – Starr Street

Prepared By: Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

UPI Nos.: 15-9-157

DEED OF DEDICATION

101 Bridge Street – Starr Street Right-of-Way

THIS INDENTURE is made this 11th day of April, 2025,

FROM

3D GROUP, LTD., a Pennsylvania limited liability company, with a mailing address of 2 Ridge Road, Phoenixville, Pennsylvania 19460 (hereinafter collectively referred to as "Grantor"), of the one part,

TO

THE BOROUGH OF PHOENIXVILLE, a duly organized Pennsylvania Borough with a mailing address of 351 Bridge Street, 2nd Floor, Phoenixville, Pennsylvania 19460 (hereinafter called "Grantee"), of the other part;

W I T N E S S E T H:

THAT the said Grantor, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated and by these presents does dedicate for public use and enjoyment as and for a public street, road or highway, sidewalk, trail, utilities and other public improvements, together with any sidewalks or trails thereon and sanitary sewer lines and storm sewer lines constructed thereunder, unto the said Grantee, its successors and assigns.

ALL those certain tracts or parcels of ground situate in the Borough of Phoenixville, Chester County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

CONSISTING OF portions of land depicted as "68' R/W" on certain plans prepared by Ludgate Engineering Corporation, dated October 2, 2002, last revised December 19, 2003, consisting of sixteen (16) sheets, and recorded in the Office for the Recorder of Deeds of Chester County on November 23, 2004 at Plan Book 17258, Page 1, and identified as Document No. 10481633 (the "Plans"), and further offered for dedication to Grantee by Grantor, its successors and assigns, pursuant to Plan Note 9 on Sheet No. 2 of said Plans.

BEING A PORTION OF THE SAME PROPERTY which The Phoenix Property Group, a Pennsylvania general partnership, by deed dated December 22, 2004, and recorded March 11, 2005, in the Office for the Recorder of Deeds of Chester County at Deed Book 6432, Page 1205, and identified as Document No. 10512988, granted and conveyed unto Grantor.

TO have and to hold the tracts or parcels of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road, highway, sidewalk, trail, utilities or other public improvements, together with any sidewalks or trails thereon (if any) and sanitary sewer lines and storm sewer lines constructed thereunder, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said public street, road, highway, sidewalk, trail, utilities or other public improvements had been approved by a Decree of the Court of Common Pleas in and for the County of Chester after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

AND the said Grantor, its successors and assigns, does by these presents, covenant, promise and agree to and with the said Borough of Phoenixville, its successors and assigns, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time hereafter ask, demand, recover or receive of or from the said Borough of Phoenixville, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said public street, road, highway, sidewalk, trail, utilities or other public improvements to grade as now established, and if such grade shall not be established at the date of these presents, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the public street, road, highway, sidewalk, trail, utilities or other public improvements to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantor, for itself and its heirs, successors and assigns, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that he, the Grantor, has not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

AND the said Grantor, for itself and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the said Grantor, shall and will warrant and forever defend the hereinabove described tracts or parcels of land against it, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them.

AND the Grantee, by accepting and recording this Deed, accepts the tracts or parcels of ground described herein as and for a public street, road, highway, trail, sidewalk, utilities and other public improvements.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be signed on the day and year first above written.

GRANTOR:
3D GROUP, LTD.

By: ______________________________
Name: Dorothy Strunk
Title: member

4879-4416-7380, v. 1

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF CHESTER :

On this, the 11th day of April, 2025, before the undersigned officer, personally appeared Dorothy Strunk known to me or satisfactorily proven to be ~~the~~ a member of 3D Group, LTD., who acknowledged that ~~he~~ she, being duly authorized to do so as such officer, executed the within instrument on behalf of the company for the purposes therein contained.

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

Faye M Stoudt
Notary Public

My Commission Expires: Feb 5, 2028

Commonwealth of Pennsylvania - Notary Seal
Faye M. Stoudt, Notary Public
Montgomery County
My Commission Expires February 5, 2028
Commission Number 1296102

Legal Description / Plan

EXHIBIT "A"

EXHIBIT “A”
Chester County
Phoenixville Borough

<u>Required Right-of-Way</u>
LANDS OF 3D Group LTD

BEGINNING AT A POINT along Bridge Street (SR 0029) as shown on the plan prepared by TPD, Inc., dated November 15, 2024, entitled “Required Right-of-Way – 3D Group LTD”, said point being 30.00 feet left of Bridge Street at station 303+65.06

THENCE extending S 80°14'07" W a distance of 48.07 feet to a point 30.00 feet left of Bridge Street at Station 303+16.99

THENCE extending along an arc 29.39 feet to the left, having a radius of 27.00 feet, the chord of which is N 21°20'13" E for a distance of 27.96 feet, to a point 53.94 feet left of Bridge Street at Station 303+31.44

THENCE extending N 9°52'10" W a distance of 7.95 feet to a point 61.89 feet left of Bridge Street at Station 303+31.43

THENCE extending along an arc 220.66 feet to the left, having a radius of 236.00 feet, the chord of which is N 36°39'20" W for a distance of 212.71 feet, to a point 251.61 feet left of Bridge Street at Station 302+35.22

THENCE extending N 47°58'28" E a distance of 14.05 feet to a point 259.10 feet left of Bridge Street at Station 302+47.09

THENCE extending N 48°59'10" E a distance of 17.61 feet to a point 268.24 feet left of Bridge Street at Station 302+62.15

THENCE extending S 53°17'11" E a distance of 101.02 feet to a point 194.99 feet left of Bridge Street at Station 303+31.71

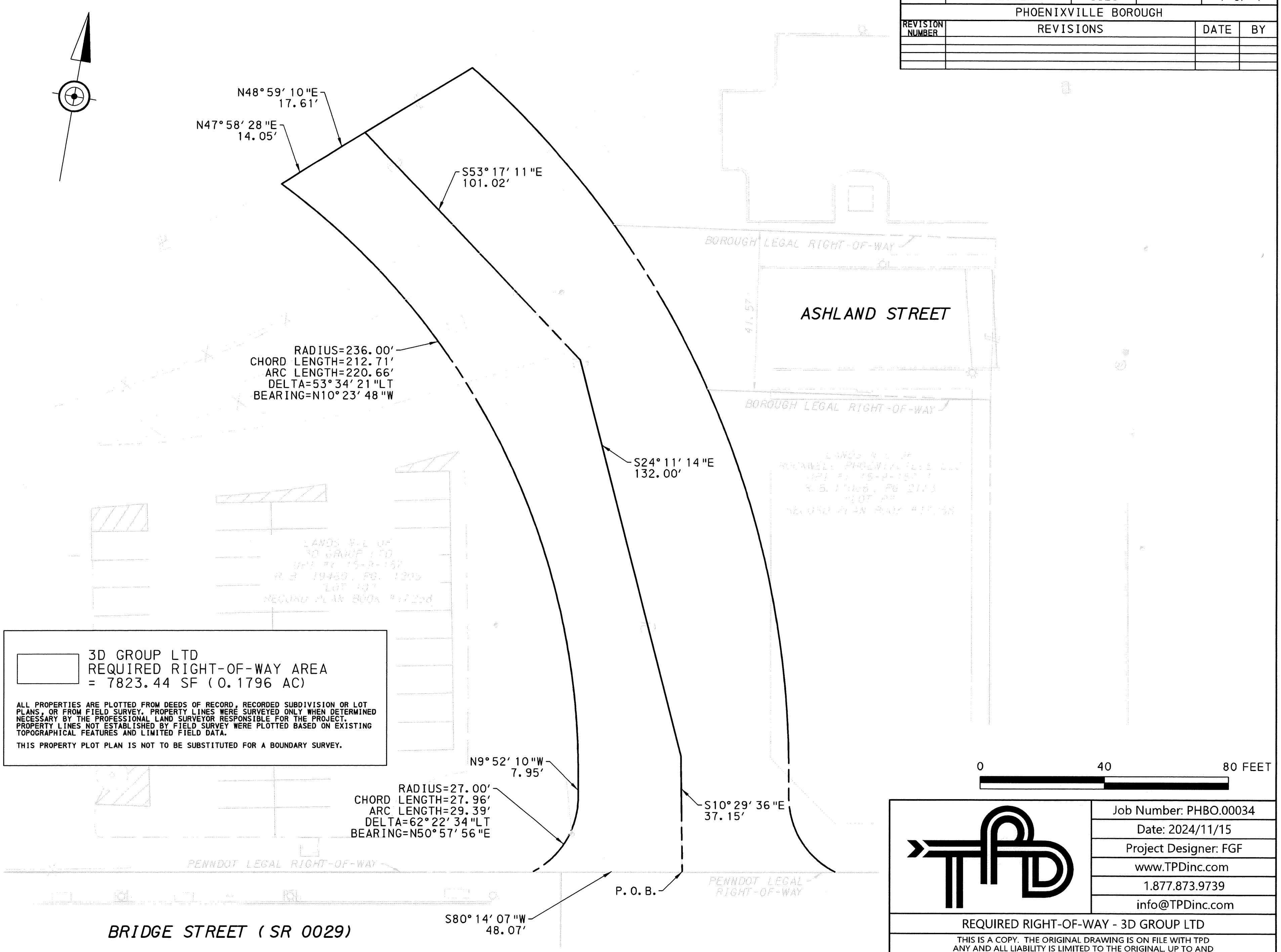
THENCE extending S 24°11'14" E a distance of 132.00 feet to a point 67.15 feet left of Bridge Street at Station 303+64.59

THENCE extending S 10°29'36" E a distance of 37.15 feet to a point 30.00 feet left of Bridge Street at Station 303+65.06 and the POINT OF BEGINNING.

The above described parcel contains 7823.44 sq. ft. (0.1796 acres)

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	1 OF 1
	PHOENIXVILLE BOROUGH			

REVISION NUMBER	REVISIONS	DATE	BY



3D GROUP LTD
REQUIRED RIGHT-OF-WAY AREA
= 7823.44 SF (0.1796 AC)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

Job Number: PHBO.00034
Date: 2024/11/15
Project Designer: FGF
www.TPDinc.com
1.877.873.9739
info@TPDinc.com

REQUIRED RIGHT-OF-WAY - 3D GROUP LTD

THIS IS A COPY. THE ORIGINAL DRAWING IS ON FILE WITH TPD ANY AND ALL LIABILITY IS LIMITED TO THE ORIGINAL, UP TO AND INCLUDING THE LAST REVISIONS.

DRN BY: ARC

EXHIBIT D
Deed of Dedication – Ashland Street

Prepared By: Scott C. Denlinger, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Return To: Same as above

UPI Nos.: 15-9-157

DEED OF DEDICATION

101 Bridge Street – Ashland Street Right-of-Way

THIS INDENTURE is made this 11th day of April, 2025,

FROM

3D GROUP, LTD., a Pennsylvania limited liability company, with a mailing address of 2 Ridge Road, Phoenixville, Pennsylvania 19460 (hereinafter collectively referred to as "Grantor"), of the one part,

TO

THE BOROUGH OF PHOENIXVILLE, a duly organized Pennsylvania Borough with a mailing address of 351 Bridge Street, 2nd Floor, Phoenixville, Pennsylvania 19460 (hereinafter called "Grantee"), of the other part;

W I T N E S S E T H:

THAT the said Grantor, for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated and by these presents does dedicate for public use and enjoyment as and for a public street, road or highway, sidewalk, trail, utilities and other public improvements, together with any sidewalks or trails thereon and sanitary sewer lines and storm sewer lines constructed thereunder, unto the said Grantee, its successors and assigns.

ALL those certain tracts or parcels of ground situate in the Borough of Phoenixville, Chester County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

TO have and to hold the tracts or parcels of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road, highway, sidewalk, trail, utilities or other public improvements, together with any sidewalks or trails thereon (if any) and sanitary sewer lines and storm sewer lines constructed thereunder, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said public street, road, highway, sidewalk, trail, utilities or other public improvements had been approved by a Decree of the Court of Common Pleas in and for the County of Chester after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

AND the said Grantor, its successors and assigns, does by these presents, covenant, promise and agree to and with the said Borough of Phoenixville, its successors and assigns, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time hereafter ask, demand, recover or receive of or from the said Borough of Phoenixville, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said public street, road, highway, sidewalk, trail, utilities or other public improvements to grade as now established, and if such grade shall not be established at the date of these presents, that neither it, the said Grantor, nor its successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the public street, road, highway, sidewalk, trail, utilities or other public improvements to conform with the grades as first thereafter established or confirmed according to law.

AND the said Grantor, for itself and its heirs, successors and assigns, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that he, the Grantor, has not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

AND the said Grantor, for itself and its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that it, the said Grantor, shall and will warrant and forever defend the hereinabove described tracts or parcels of land against it, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them.

AND the Grantee, by accepting and recording this Deed, accepts the tracts or parcels of ground described herein as and for a public street, road, highway, trail, sidewalk, utilities and other public improvements.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be signed on the day and year first above written.

GRANTOR:
3D GROUP, LTD.

By: Dorothy S
Name: Dorothy Strunk
Title: member

4879-4416-7380, v. 1

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA **:**
: SS
COUNTY OF CHESTER **:**

On this, the 11th day of April, 2025, before the undersigned officer, personally appeared Dorothy Strunk known to me or satisfactorily proven to be ~~the~~ a Member of 3D Group, LTD., who acknowledged that ~~he~~ she, being duly authorized to do so as such officer, executed the within instrument on behalf of the company for the purposes therein contained.

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

Faye M Stoudt
Notary Public

My Commission Expires: Feb 5, 2028

Commonwealth of Pennsylvania - Notary Seal
Faye M. Stoudt, Notary Public
Montgomery County
My Commission Expires February 5, 2028
Commission Number 1296102

Legal Description / Plan

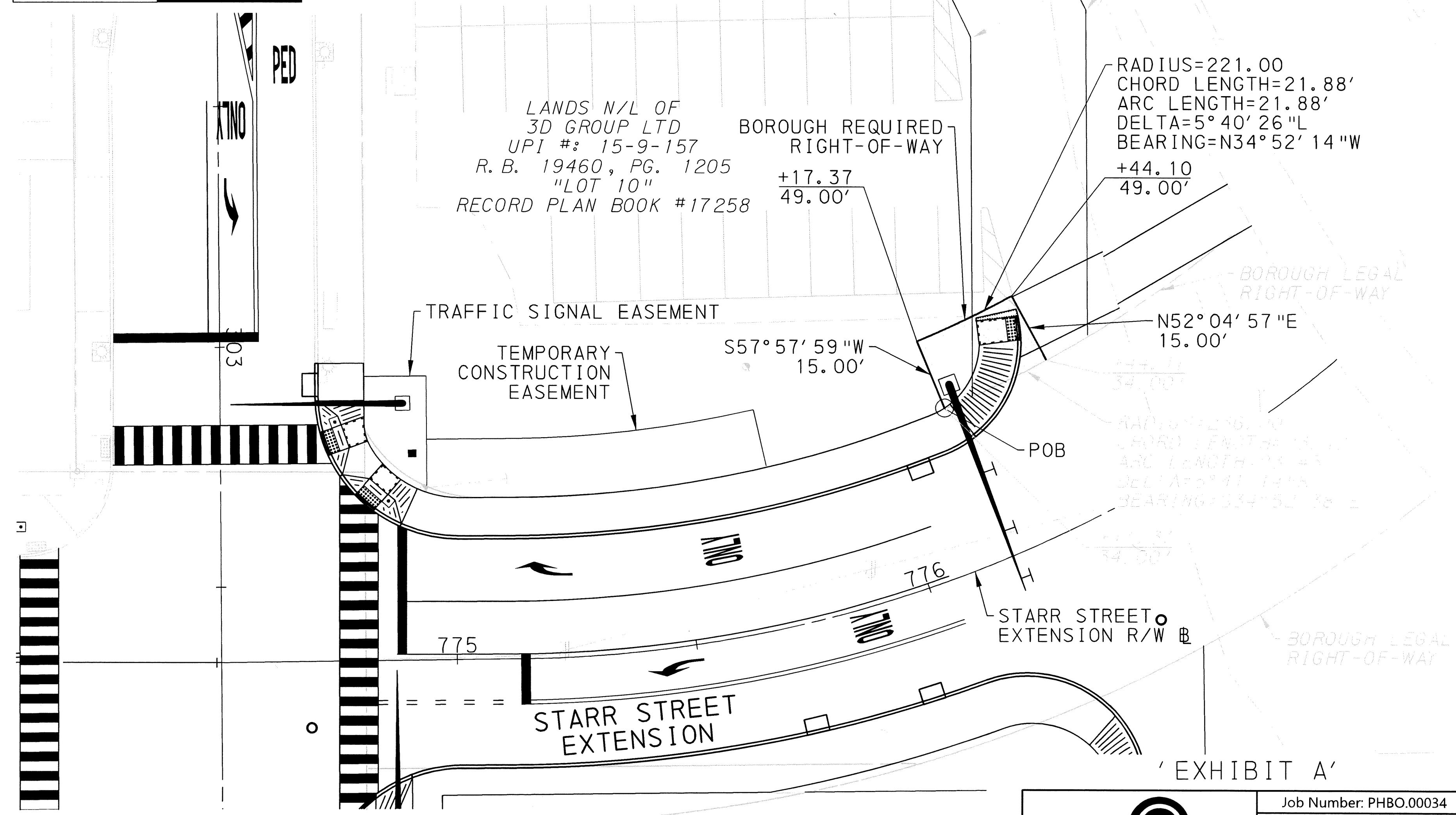
EXHIBIT “A”

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	1 OF 2
PHOENIXVILLE BOROUGH				

REVISION NUMBER	REVISIONS	DATE	BY

REQUIRED RIGHT-OF-WAY
METES & BOUNDS

BEARING	DISTANCE
S57°57′59"W	15.00′
N34°52′14"W	21.88′
N52°04′57"E	15.00′
S34°52′38"E	23.43′



'EXHIBIT A'

REQUIRED RIGHT-OF-WAY AREA
= 339.826 SF (0.008 AC)

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED ONLY WHEN DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

TPD	Job Number: PHBO.00034
	Date: 2024/09/18
	Project Designer: FGF
	www.TPDinc.com
	1.877.873.9739
	info@TPDinc.com

REQUIRED RIGHT-OF-WAY - 3D GROUP LTD

DRN BY: CS

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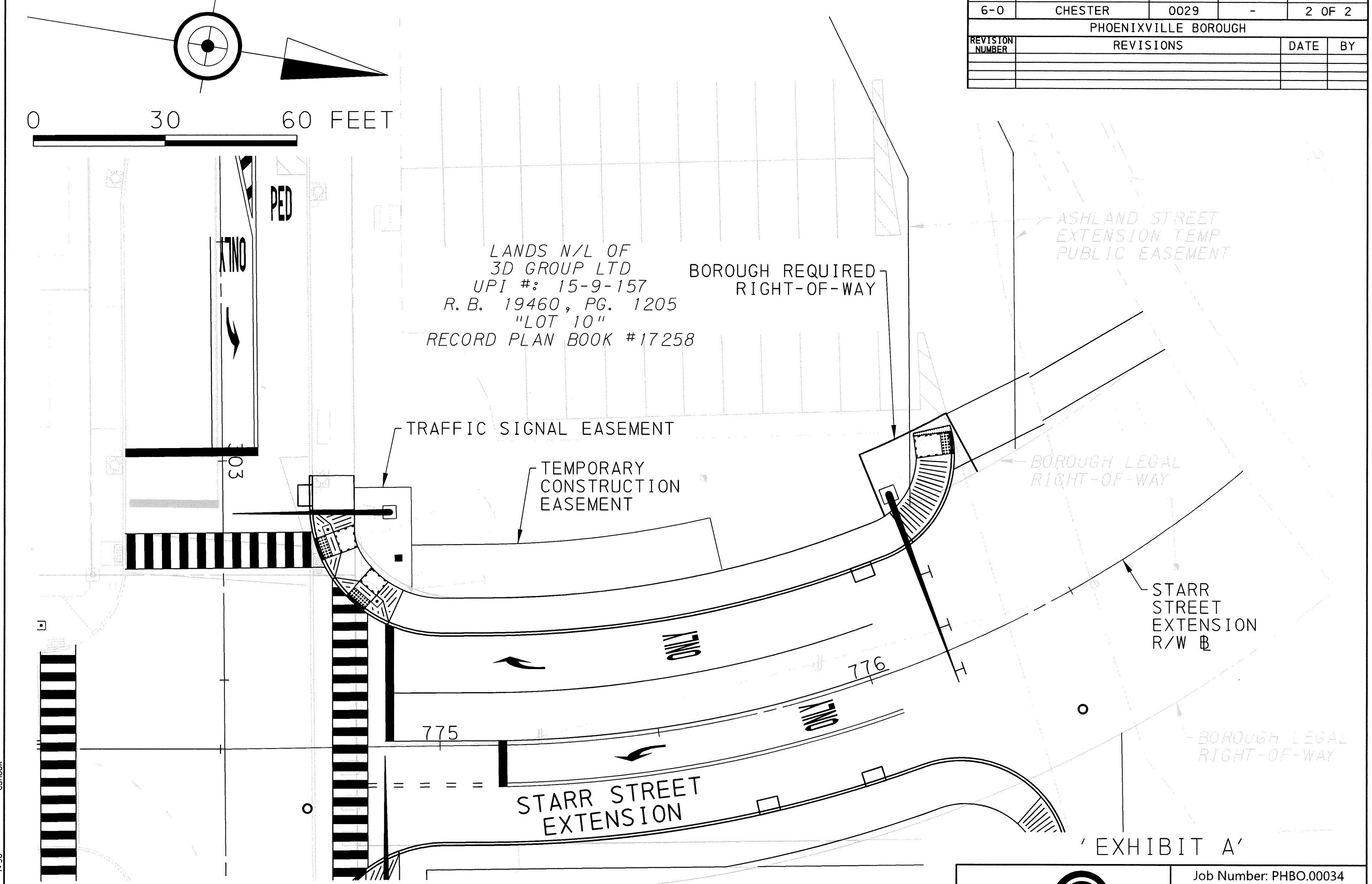
9/18/2024 5:54:35 PM 1:30 csnook

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	CHESTER	0029	-	2 OF 2
PHOENIXVILLE BOROUGH				

REVISION NUMBER	REVISIONS	DATE	BY



'EXHIBIT A'

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REQUIRED RIGHT-OF-WAY - 3D GROUP LTD

DRN BY: CS

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9/18/2024 5:58:30 PM 1:30 csnook

Personnel and Public Safety Committee Meeting
Tuesday, May 6, 2025
6:00 pm

MINUTES

Committee: Chairperson, Ms. Burckley, Mr. Strenfel, and Mr. Weiss
Mayor Urscheler
Staff: Mr. Krack, Ms. Getzfread, Chief Marshall, Chief Brazunas, and Ms. Donato (as needed).
Deputy Chief Dixon – TowerDIRECT

I. Call to Order at 6:05 pm

II. Public Comment on Non-Agenda Items.

There were no public comments.

III. Committee Member Updates/Discussions.

There were no committee updates.

IV. New Business

A. Review of monthly Police, Fire and Ambulance Reports.
Ms. Burckley noted receipt of the various reports and asked if there were any updated from the Chiefs. Chief Marshall provided updates on the Lieutenant Exam and Civil Service candidates.

B. Interview Candidates for the unexpired term on the Human Relations Commission.

Ms. Burckley asked Joellen Nicholson to provide information as to why she wanted to be appointed to the HRC. Ms. Nicholson gave information as to her background and why she wanted to be appointed to the HRC.

Ms. Burckley asked Jasmine Joyner to provide information as to why she wanted to be appointed to the HRC. Ms. Joyner gave information as to her background and why she wanted to be appointed to the HRC.

C. Motion to recommend Borough Council appoint Joellen Nicholson to the Human Relations Commission for the unexpired term ending March 31, 2026.

Mr. Strenfel made a Motion to recommend Borough Council appoint Ms. Nicholson to the Human Relations Commission for the unexpired term ending March 31, 2026. Second by Mr. Weiss. Motion passed 3-0.

D. Motion to recommend Borough Council appoint Jasmine Joyner to the Human Relations Commission for the unexpired term ending March 31, 2026.

Mr. Weiss made a Motion to recommend Borough Council appoint Ms. Joyner to the Human Relations Commission for the unexpired term ending March 31, 2026. Second by Mr. Strenfel. Motion passed 3-0.

E. Emergency Vehicle Deliveries https://www.youtube.com/watch?v=HvW-RtTRm8w

Mr. Krack provided background on the issues related to the purchase and delivery of the Tractor Drawn Aerial (TDA) which the Borough ordered and provided a fifty percent deposit in January 2023. Expected delivery of the TDA is the end of 2026.

F. Call for Residents interested in being appointed to various Boards and Commissions.

Ms. Burckley announced the various openings remaining for 2025.

V. Old Business

A. PXV Inside Out.

Mr. Krack provided background on the announcement that the Anheuser Busch Clydesdale Horses would be in the Borough on June 5 for a Parade from Reeves Park to Borough Hall. Route would be from Third Avenue, up Starr Street and across Bridge Street. Event starts at 4:00 pm at Reeves Park and ends at Borough Hall at 7:00 pm.

B. Emergency Management.
C. Community Policing.
D. Retention/Recruitment Update

Nothing new to report on items B, C, and D.

VI. Public Comment

There was no public comment.

VII. Adjournment at 6:55 pm by Mr. Weiss

Next Meeting Date: Tuesday, June 3, 2025, at 6:00 pm

Parks and Recreation Committee Meeting
Tuesday, April 15, 2025
6:00 pm

MINUTES

Committee: Chairperson, Mr. Moore, Ms. Burckley, Ms. Dugan, and Mr. Weiss
Public Members: Janet Hunter
Staff: Mr. Krack, Ms. Gibbons, Ms. Getzfread, Ms. Strunk, and Mr. Watson

I. Call to Order at 6:00 pm by Ms. Dugan. Mr. Moore and Ms. Hunter excused.

II. Public Comment on Non-Agenda Items

There was no public comment.

III. Presentations

Mr. Krack provided background on the need to repair the bank along the French Creek adjacent to where the trail is located.

IV. Committee Member Updates/Discussions

There were no member updates or discussion.

V. New Business

A. Review of Quarterly Recreation Board reports.

There was no report for this month.

B. Motion to recommend Borough Council approve a Temporary Community Event Application for the 3rd Annual Mrs. Roper Romp in the 100 and 200 Block of Bridge Street and Bridge and Main Street Parking Lot on Saturday, September 20, 2025, from 12:00 noon to 10:00 pm. Conditioned upon receipt of valid Certificate of Insurance naming Borough as Additional Insured.

Ms. Burckley made a Motion to recommend Borough Council approve the event as presented. Second by Mr. Weiss. Motion approved 3-0.

C. Motion to recommend Borough Council approve a Temporary Community Event Application for the Phoenixville Car Show on Sunday, July 27, 2025, from 11:00 am to 3:00 pm at Reeves Park. Second Avenue and Third Avenue to be closed between Starr Street and Main Street from 9:00 am to 4:00 pm. Conditioned upon receipt of all fees and valid Certificate of Insurance, naming Borough as Additional Insured.

Ms. Burckley made a Motion to recommend Borough Council approve the event as presented. Second by Mr. Weiss. Motion approved 3-0.

D. Motion to approve a Temporary Community Event Application for the 33rd Kiwanis Patriotic Celebration at Reeves Park on Thursday, May 22, 2025 from 8:00 am to 12:00 noon. No parking on the north side of Second Avenue and the south side of Third Avenue between B Street and Main Street from 8:30 am to 12:00 noon to allow school buses to park. Conditioned upon receipt of all fees and valid Certificate of Insurance, naming Borough as Additional Insured.

Mr. Weiss made a Motion to recommend Borough Council approve the event as presented. Second by Ms. Burckley. Motion approved 3-0.

E. Motion to waive all fees associated with the rental and utilization of Reeves Park for the Kiwanis Patriotic Celebration on May 22, 2025.

Ms. Burckley made a Motion to recommend Borough Council approve the waiving of the fees as requested. Second by Mr. Weiss. Motion approved 3-0.

VI. Public Comment

There was no public comment.

VII. Adjournment at 6:11 pm by Mr. Weiss.

Next Meeting Date: **Wednesday, May 21**, 2025, at 6:00 pm.

Policy Committee Meeting
Tuesday, April 22, 2025
Immediately following Finance Committee
Meeting which starts at 6:00 pm

MINUTES

Committee: Chairperson, Mr. Carminito, Mr. Ewald, Mr. Kirkner, and Mr. Strenfel
Staff: Mr. Krack and Mr. Boelker

I. Call to Order at 6:33 pm

II. Public Comment on Non-Agenda Items

Paul Deichmann expressed his concern as to what the proposed ordinance for street performers was and hopes that it is not something that will diminish the opportunities for performers in the Borough.

Zach Evans also expressed his concern regarding the ordinance and hopes that its purpose is to provide staff with a better opportunity to manage situations that might be caused by others and that it does not impede performers who work within parameters.

Vincent Tavani provided information from Asheville, NC and hopes the ordinance can follow similar oversight for performers.

III. Committee Member Updates/Discussions

Mr. Kirkner asked about placing signage at the parks to remind people that dogs must always be on a leash and cannot run free.

IV. New Business

A. Motion to recommend Borough Council schedule and advertise an ordinance amendment to Chapter 13 "Licenses, Permits and General Business Regulations, Part 5.

Mr. Ewald made a Motion to recommend the Borough Council schedule and advertise the ordinance amendment. Second by Mr. Strenfel.

On the Question. Mr. Kack provided background on the major revisions that were made since the last draft was presented. Motion passed 4-0.

B. Motion to recommend Borough Council schedule and advertise an ordinance amendment to Chapter 15 “Motor Vehicles”.

Mr. Strenfel made a Motion to recommend the Borough Council schedule and advertise the ordinance amendment. Second by Mr. Ewald.

On the Question. Mr. Kack provided background on the revisions that were made. Motion passed 4-0.

V. Old Business

A. Enforcement of bans on reproductive health services.

VI. Public Comment

There was no public comment.

VII Adjournment at 7:08 pm by Mr. Kirkner

Next Meeting Date: Tuesday, May 27, 2025, immediately following the Finance Committee which starts at 6:00 pm.

ORDINANCE NO 2025 - 2402

BOROUGH OF PHOENIXVILLE
CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE PHOENIXVILLE BOROUGH COUNCIL, CHESTER COUNTY, PENNSYLVANIA AMENDING CHAPTER 15, "MOTOR VEHICLES AND TRAFFIC," PART 2, "TRAFFIC REGULATIONS," SECTION 15-224, "LOADING AND UNLOADING ZONES" AND PART 8, "OFF-STREET UNMETERED PARKING," OF THE CODE OF ORDINANCES OF THE BOROUGH OF PHOENIXVILLE

The Council of the Borough of Phoenixville, Chester County, Pennsylvania hereby ORDAINS that:

SECTION 1.

Chapter 15, "Motor Vehicles and Traffic," Part 2, "Traffic Regulations," Section 15-224 "Loading and Unloading Zones," is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

Highway	**Side**	**Between**
~~Lincoln Avenue~~	~~West~~	~~From a point 33, 70, and 93 feet south of the southwest corner of Walnut Street. A No Parking - Loading Zone, Monday to Friday, 7:00 a.m. to 4:00 p.m. sign should be placed at each point on the west side of Lincoln Avenue facing south.~~

SECTION 2.

Chapter 15, "Motor Vehicles and Traffic," Part 8, "Off-Street Unmetered Parking," Section 15-801 "Municipal Lots," is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

2. Located at the Recreation Center at 501 Franklin Avenue. The municipally owned parking lot with entrances off of Franklin Avenue and Fillmore Street is hereby declared to be for the use of municipal employees and patrons of the Recreation Center only, during the hours of 7:00 a.m. through 11:00 p.m. on Monday through Sunday. It shall be unlawful for any other person to park in this lot between 7:00 a.m. and 11:00 p.m. on Monday through Sunday. In no case shall there be overnight parking. This Section shall not apply to emergency vehicles and apparatus, municipal vehicles, or utility services.

SECTION 3.

Chapter 15, “Motor Vehicles and Traffic,” Part 8, “Off-Street Unmetered Parking,” Section 15-803 “Violations and Penalties,” is hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

§ 15-803. Borough Park Parking.

1. Located throughout the Borough, the municipality has numerous parks which are hereby declared to be for the use of municipal employees and patrons of the park during Park Hours on Monday through Sunday. It shall be unlawful for any other person to park in a parking location during Park Hours on Monday through Sunday. In no case shall there be overnight parking. This Section shall not apply to emergency vehicles and apparatus, municipal vehicles, or utility services.

SECTION 4.

Chapter 15, “Motor Vehicles and Traffic,” Part 8, “Off-Street Unmetered Parking,” Section 15-803 and Section 15-804,” are hereby amended as indicated by the black line and strikeout interlineations below, with strikeout indicating deletions of language and underlined interlineations indicating insertions of language:

~~§ 15-803.~~ § 15-804. Violations and Penalties.
Any person violating any provision of this Part shall, for each and every such violation and upon conviction thereof, be sentenced to pay a fine of ~~$20~~ $25 plus costs.

~~§ 15-804.~~ § 15-805 Duty of Police Officers and Parking Enforcement Officers of the Borough.

SECTION 5.

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

SECTION 6.

All Ordinances or parts of Ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 7.

This Ordinance shall become effective upon enactment as provided by law.

PASSED by Borough Council this 10th day of June 2025.

By: ____
Jonathan M. Ewald
President, Borough Council

APPROVED by the Mayor, this 10th day of June 2025.

By: ____
Peter J. Urscheler, Mayor

ENACTED, this 10th day of June 2025.

By: ____
E. Jean Krack, Borough Manager/Secretary

I HEREBY CERTIFY that the foregoing is a true and correct copy of the said Ordinance duly adopted at a regular meeting of Borough Council held on the 10th day of June 2025.

By: ____
E. Jean Krack, Borough Manager/Secretary

INFRASTRUCTURE, TECHNOLOGY, TRANSPORTATION, AND SUSTAINABILITY (ITTS) COMMITTEE MEETING
Tuesday, April 15, 2025
7:00 PM

MINUTES

Committee: Chairperson, Mr. Weiss, Ms. Burckley, Mr. Moore, and Mr. Strenfel
Staff: Mr. Krack, Mr. Watson, and Ms. Getzfread

I. Call to Order at 7:00 pm. Mr. Kirkner attending for Mr. Moore and Mr. Strenfel who were excused.

II. Public Comment on Non-Agenda Items

There were no public comments.

III. Committee Member Updates/Discussions

There were no member updates or discussions.

IV. New Business

There was no new business.

V. Infrastructure

A. Engineering Reports (Jan, Apr, Jul, Oct)

Mr. Weiss acknowledged receipt of the reports.

B. Stormwater Management

Mr. Watson reported that he expects to begin work on the Cedar Avenue project in the late summer. Ms. Getzfread reported the Borough resubmitted a grant application for the Third Avenue project.

C. Phoenix Wheel

Mr. Krack reported on the meeting held earlier in the day with representatives from the Schuylkill River Heritage Center. The costs for the project have escalated significantly to the point where it may make the project infeasible unless outside funding can be procured. He also noted that this information is relative to costs as of today. There is great uncertainty relating to any costs that may occur due to tariff increases. He stated the group will meet again in May to determine next steps if any.

D. Potable Reuse Feasibility Study RFP

Mr. Krack reported there have been several engineering firms visiting the water and wastewater plants to get additional information relative to the RFP which is due in May.

E. Borough Properties and Habitat for Humanity

Mr. Krack reported preliminary discussion indicates what type of project can occur on the two sites and that additional information will be needed from the Zoning Officer and Solicitor before taking any next steps.

F. Borough Parking Lots

Mr. Krack reported that the Parking Department is still gathering information as to what work will be required to transition the open lots into paid or permit parking.

VI. Transportation

A. Bridge and Starr Street

Mr. Krack reported that all the easement/ROW agreements were received and are being recorded. This will allow the traffic consultant to finalize the plans and submit them to PennDOT for final approval. Once that is received, they can put the bid package together. The goal is to have the project bid by end of summer with some potential work being done before the end of the 2025 construction season.

B. Paradise Street – Phase 2

Mr. Krack reported the traffic engineer continues working with PennDOT on the HOP application and that most of the information has been accepted. Ms. Getzfread reported the County grant application requires an environmental review because the project will be creating a detention basin.

C. Paradise Street Emergency Access

Mr. Watson reported that he is able to start grading the area between Paradise Street and Bridge Street for the preparation of a single lane emergency access. The estimate to create the compacted stone connection is approximately $75,000.

Ms. Burckley made a Motion to recommend the Finance Committee and Borough Council approve a Budget Increase of $75,000 for the creation of the emergency access road. Second by Mr. Kirkner. Motion passed 3-0.

D. Bridge and Nutt – 23 Corridor Improvements

Mr. Krack reported that PennDOT expects the bids to be let by the end of this month and the construction could start by mid to late July.

E. Trails

Mr. Krack provided details on the embankment failure of approximately 260 feet along the French Creek immediately effecting the area of the French Creek Trail connection. Staff is recommending a Budget Increase of $265,000 for the repair work to be completed so the remaining portion of the French Creek Trail in that location can be completed.

Ms. Burckley made a Motion to recommend the Finance Committee and Borough Council approve a Budget Increase of $265,000 for the repair work needed for the embankment along the French Creek. Second by Mr. Kirkner. Motion passed 3-0.

F. Walkability

Mr. Krack reported on a proposal to install a speed table/crosswalk at the mid-block crossing in the 100 block of Bridge Street. He provided information regarding the bulb outs in the 200 block and suggested Staff look further into the costs for that type of crosswalk and bring that back to the committee for consideration.

G. Gay and Washington Traffic Signal

Mr. Watson reported that the traffic signals have now been bagged to begin the next sixty-day period required by PennDOT. Once the sixty days pass, the traffic signals can be taken down and replaced with all-way stop signs.

H. Bump outs/Rain gardens

Mr. Watson reported he is finalizing agreements so that construction can start on the location of Main Street and Church Street. He also reported that PennDOT will look at a similar concept for the four corners of the intersection at Starr Street and Second Avenue to provide for a safer crossing at the intersection.

VII. Sustainability

A. PXVNEO

Mr. Watson reported on the recommendations from Keystone Engineering Group for the odor treatment equipment recommendation. After reviewing the recommendations, Staff is recommending the option which provides for two NX5100 units at a cost of $1,190,000. Mr. Krack noted that it is unknown at this time of there will be any tariff implications, but the budget for this project should cover any potential increase so long as we can get the equipment ordered.

Mr. Kirkner made a Motion to recommend the Finance Committee and Borough Council authorize the acquisition of the equipment. Second by Ms. Burckley. Motion passed 3-0.

B. Energy Audit for Solar Installation - Fire Station and Rec Center

Ms. Getzfread reported the audits should be completed by the end of the month. She also reported that a grant application had been submitted to Chester County for funding towards the installation of solar panels on the Recreation Center Building.

VIII. Technology Updates

A. Monthly Reports

Mr. Weiss noted receipt of the various reports.

IX. Public Comment

Irene Hilly stated she is not in favor of the installation of solar panels on the Recreation Center Building which is across the street from her residence.

David Saneck raised a concern regarding the type of solar panels being recommended and he would like to see solar panels which rotate be installed to prevent any reflection against his property.

Sally Doyle of the Green Team expressed her support for the many things the Borough is doing regarding sustainability. She also sees a noticeable reduction in noise at the Gay Street and Washington Avenue intersection due to the signals being removed. She also reminded everyone that Saturday April 26 is Earth Day and encouraged everyone to come out and support their event.

Dave Meadows expressed his concerns regarding the parking lot at 177 Church Street and that is being underutilized due to costs for parking and that Church Street is being impacted with new residents of the apartment complex parking on the street instead of the parking lot/garage on the property itself.

X. Adjournment at 8:20 by Ms. Burckley

Next Meeting Date: **Wednesday, May 21, 2025**, at 7:00 pm.

FINANCE COMMITTEE MEETING
Tuesday, April 22, 2025
6:00 pm

MINUTES

Committee: Chairperson Ms. Dugan, Mr. Carminito, Mr. Ewald, and Mr. Kirkner
Staff: Mr. Krack, Ms. Getzfread, Ms. Koza-Lubinsky, Ms. Donato, and Ms. Niemczuk

I. Call to Order. 6:00 pm.

II. Public Comment on Non-Agenda Items

There were no public comments.

III. Committee Member Updates/Discussions

There were no updates or discussions.

IV. New Business

A. Motion to recommend Borough Council approve the 2025 pre-paid dated 3/1/2025 - 3/31/2025 in the amount of $2,652,770.05.

Mr. Carminito made a Motion to recommend the Borough Council approve the 2025 pre-paid as presented. Second by Mr. Kirkner. Motion passed 4-0.

B. Motion to recommend Borough Council approve the 2025 pre-paid Credit Card Statement dated 3/1/2025 - 3/31/2025 in the amount of $55,349.53.

Mr. Kirkner made a Motion to recommend the Borough Council approve the 2025 pre-paid credit card statement as presented. Second by Mr. Carminito. Motion passed 4-0.

C. Motion to recommend Borough Council approve the 2025 pre-paid ACH dated 3/31/2025 in the amount of $41,887.46.

Mr. Kirkner made a Motion to recommend the Borough Council approve the 2025 pre-paid ACH as presented. Second by Mr. Carminito. Motion passed 4-0.

D. Motion to recommend Borough Council approve Budget Increase 2025-06 from Water Fund Balance in the amount of $134,300.00 to Water Pumping (Richards Lane Pump Station Electrical Repairs) for replacement of power distribution breakers to mitigate potential fire hazard.

Mr. Kirkner made a Motion to recommend the Borough Council approve the Budget Increase as presented. Second by Mr. Carminito.

On the Question. Mr. Watson provided background on the request. Motion passed 4-0.

E. Motion to recommend Borough Council approve Budget Increase 2025-07 from General Fund Balance in the amount of $80,000.00 to General Capital Project Fund (Streets Department) to construct the Paradise Street Emergency Access.

Mr. Kirkner made a Motion to recommend the Borough Council approve the Budget Increase as presented. Second by Mr. Carminito.

On the Question. Mr. Krack provided background on the request. Motion passed 4-0.

F. Motion to recommend Borough Council approve Budget Increase 2025-08 from General Fund Balance in the amount of $265,000.00 to General Capital Project Fund (Parks) for stream bank and trail improvements to the French Creek Trail.

Mr. Kirkner made a Motion to recommend the Borough Council approve the Budget Increase as presented. Second by Mr. Ewald.

On the Question. Mr. Krack provided background on the request. Motion passed 4-0.

G. Motion to recommend Borough Council approve Budget Increase 2025-09 from Wastewater Fund Restricted Balance in the amount of $1,190,000.00 to Sewer Treatment (Odor Optimization) for odor treatment equipment.

Mr. Ewald made a Motion to recommend the Borough Council approve the Budget Increase as presented. Second by Mr. Carminito.

On the Question. Mr. Watson and Mr. Krack provided background on the request. Mr. Krack noted that a 10% increase will be added to the current amount. Motion passed 4-0.

Mr. Ewald made a Motion to authorize Staff to move forward ordering the required equipment as soon as possible to avoid potential Tariff increases. Second by Mr. Carminito. Motion passed 4-0.

H. Motion to authorize acquisition of 2026 vehicles.

Mr. Kirkner made a Motion to recommend the Borough Council approve the purchase of the 2026 vehicles for Police, Public Works and Sanitation as presented. Second by Mr. Ewald.

On the Question. Ms. Koza-Lubinsky and Mr. Watson provided background on the request. Motion passed 4-0.

V. Public Comment

There was no public comment.

VI. Adjournment at 6:31 pm by Mr. Kirkner.

Next Meeting Date: Tuesday, May 27, 2025, at 6:00 pm