



BOARD OF SUPERVISORS TREDYFFRIN TOWNSHIP

PUBLIC MEETING AGENDA **-AS AMENDED** April 20, 2026 7:00 PM

1. **PLEDGE OF ALLEGIANCE**

2. **SPECIAL ACKNOWLEDGEMENTS**

- Valley Forge Trout Unlimited annual Keeper of the Stream Award
- Library Hero Award and Friends of Tredyffrin Library check presentation

3. **CALL TO ORDER PUBLIC HEARING FOR HR-495**

Public hearing to consider and possibly adopt Ordinance for Ordinance HR-495 amending Chapter 4, Administration of Government, Article VII, General Provisions

Before adjourning public hearing – Motion to adopt Ordinance HR-495 amending Chapter 4, Administration of Government, Article VII, General Provisions

4. **ADJOURN PUBLIC HEARING AND CALL TO ORDER PUBLIC MEETING**

5. **ANNOUNCEMENTS**

- A. The Municipal Authority meeting scheduled for April 22nd is cancelled.
- B. The Arts Commission meeting scheduled for April 23rd is cancelled.
- C. The first annual Tredyffrin Community Yard Sale is scheduled for Saturday, April 25. You can find a list of homeowners who are participating on the Township website.
- D. The first family movie night for this year is scheduled for Friday, May 8, showing Zootopia 2.

6. **APPROVAL OF MINUTES**

- A. Motion to approve minutes of March 16, 2026, Public Meeting

7. **TOWNSHIP BUSINESS**

- A. Supervisor Liaison Reports
 - Motion to appoint Lisa Thomas to the Planning Commission
 - Motion to appoint Mike Heaberg to the Pension Trustees
- B. **Motion to amend the agenda for the Board of Supervisors April 20, 2026, public meeting to add approval of a pump for the Chesterbrook Pump Station**
- C. Motion to formally appoint Tredyffrin Township members of the Tredyffrin Easttown Fire Commission
- D. Motion to approve capital purchase of surface cleaning equipment
- E. Motion to approve replacement of handicap door hardware at Tredyffrin Public Library
- F. Motion to authorize staff to work with the Solicitor to draft Zoning Amendments for the regulations of Data Centers

- G. Motion to approve the sale of alcohol during specific 2026 community events
- H. Motion to approve PennDOT Right-of-Way Sanitary Sewer Facilities Operations and Maintenance Agreements for John and Julia Sponseller for 218 E. Conestoga Road
- I. Motion to approve the following agreements for Main Line Padel LLC/341 E. Conestoga Road:
 - Development & Financial Security Agreements
 - Stormwater Best Management Practices Operations and Maintenance Agreement
 - PennDOT Right-of-Way Sanitary Sewer Facilities Operations, Maintenance and Endowment Agreement
 - PennDOT Right-of-Way Stormwater Best Management Practices (BMPs) and Conveyances Operation and Maintenance and Endowment Agreement
- J. Motion to authorize advertising a public hearing on May 20, 2026, for Ordinance HR-496 to amend the Township’s Home Rule Charter
- K. **Motion to approve the purchase of a pump for the Chesterbrook Pump Station**

8. **NEW MATTERS**

- A. Citizens
- B. Board Members

9. **NEXT MEETING** – *May 20 – 2 days later than regular schedule due to primary elections*

10. **ADJOURNMENT**



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10. ADJOURNMENT

Ordinance No. HR- 495

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING CHAPTER 4, ADMINISTRATION
OF GOVERNMENT, ARTICLE VII, GENERAL PROVISIONS,
OF THE CODE OF TREDYFFRIN TOWNSHIP**

WHEREAS, Tredyffrin Township, by Ordinance No. HR-393, ordained and enacted on February 27, 2012, made amendments to the Township Administrative Code to update procedural requirements for purchasing and payment of materials, equipment, supplies, and property; and

WHEREAS, the Tredyffrin Administrative Code relies on and references certain provisions of the Second Class Township Code, 53 P.S. § 65101 et.seq., related to the monetary thresholds, updated from time to time, that require written quotes and public bidding prior to entering contracts; and

WHEREAS, the 2012 amendment provided for an incorrect citation to the appropriate section of the Second Class Township Code.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Tredyffrin Township, Chester County, Commonwealth of Pennsylvania, that Chapter 4, Administration of Government, of the Code of the Township of Tredyffrin, as amended, shall be amended as follows:

SECTION I. Article VII, General Provisions, Section 4-20, Contracts, Subparagraph A, General, part (1), shall be amended in its entirety to read as follows:

All contracts for the purchase of materials, equipment and supplies or for maintenance, repairs or construction in an amount requiring solicitation of quotes under 53 P.S. § 68102(b), as amended, except those excluded from competitive bidding requirements by § 807.C of the Charter (Code § C-56.C), may be made by the Board after solicitation of two or more quotes.

SECTION II. Article VII, General Provisions, Section 4-20, Contracts, paragraph A, General, subparagraph (2), shall be amended in its entirety to read as follows:

All contracts for the purchase of materials, equipment and supplies or for maintenance, repairs or construction in an amount requiring competitive bidding under 53 P.S. § 68102(a), as amended, except those excluded from competitive bidding requirements by § 807.C of the Charter (Code § C-56.C), shall be made only to the lowest responsive bidder after receipt of one or more sealed or electronic bids via auction received after notice.

SECTION III. If any 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 parts of this ordinance which shall continue to be fully operative as if the unconstitutional, illegal or invalid part had not been enacted.

SECTION IV. Any and all provisions of any other ordinance which are inconsistent with the provisions of this ordinance are hereby repealed.

SECTION V. This ordinance shall be effective thirty-one (31) days from the date of enactment hereof.

DULY ORDAINED AND ENACTED this 20th day of April, 2026.

**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP**

David Miller, Chair

Sharon Humble, Vice-chair

KS Bhaskar

Eamon Brazunas

Julie Gosse

Carlotta Johnston-Pugh

Hans van Mol

[Seal]

ATTEST:

William F. Martin, Township Manager

**Tredyffrin Township
Public Meeting
Minutes – March 16, 2026**

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

The meeting dates for the year were advertised in the 11/20/2025 issue of Daily Local and the 11/27/2025 issue of the Main Line Suburban. The meetings dates for the year were published on the Township website by 12/31/2025 and were printed in the Township's newsletter 1/31/2026. The agenda was posted on the Township website 3/12/2026 and at the main entrance to the Township Building 3/12/2026. Copies of the agenda were made available for the public in attendance at the meeting.

CALL TO ORDER

Mr. Miller called the meeting to order at 7:00 PM.

INCIDENT OF 3/7/2026

Statement provided by Mr. Miller on behalf of the Board of Supervisors regarding the tragic incident that occurred on March 7th at Contention Lane and Old State Road.

Statement provided by Chief Beaty regarding the incident, reviewed the events and the steps taken by the Department.

A moment of silence was held for Megan Nieberle.

A Township resident shared her concern about a lack of communication the night of the incident.

Resident Joseph Maugeri shared his concern about a lack of communication and provided an example of steps followed in Haddonfield New Jersey for a similar incident.

Resident Calvin Cizek shared his concerns about whether this incident was preventable and asked for a follow up public forum.

Resident Katie Angstadt (via Zoom) shared her concerns regarding receiving notification about the incident.

ANNOUNCEMENTS

- The Supervisors would like to acknowledge Conestoga High School students Pranit Arora, Miya Cao, and Daniel Loza and their mentor Karen Mull, as winners of the PennDOT Innovations Challenge for District 6. Now in its ninth year, the PennDOT Innovations Challenge is a statewide competition for high school students, encouraging them to develop innovative and strategic solutions to real-world transportation challenges.
- There are still a limited number of seats available for the bus trip to New York City to see Wicked. Go to the Township website to sign up.
- A reminder for motorists to drive carefully and follow the posted speed limit near South Valley Road and Circular Avenue as PennDOT installs a 4-way stop sign.
- A reminder that the annual Stormwater Inspection Reports are due by April 1.

APPROVAL OF MINUTES

Motion made by Mr. Bhaskar, seconded by Mr. van Mol, and passed unanimously to approve minutes of March 2, 2026.

TOWNSHIP BUSINESS

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

Supervisor Liaison Reports

The Supervisors provided reports for the following meetings:

- Mr. Brazunas reported on the Planning Commission meeting scheduled for February 19 was cancelled. The next meeting is scheduled for March 19.
- Mr. Brazunas reported that the next meeting for the Tredyffrin-Easttown Fire Commission is scheduled for March 18. He thanked everyone who has worked on getting the Commission to this point.
- Mr. Brazunas reported on the Historical Commission meeting held on March 12. The next meeting is scheduled for April 9.
- Mr. van Mol announced that the first Traffic Committee meeting for 2026 is scheduled for March 18 at 7:30 AM in Keene Hall.
- Ms. Humble reported on the Park & Rec Board meeting held on March 11. The next meeting is scheduled for April 8.
- Motion made by Ms. Humble, seconded by Mr. Miller, and passed unanimously to approve the Girl Scout Gold Award project by Vivian Peng to plant a replacement tree in Strafford Park.
- Ms. Johnston-Pugh reported on the Arts Commission show stating that two of the students' photographs have been sold so far. The next meeting is scheduled for March 26.

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

2025 Planning Report

Motion made by Mr. Brazunas, seconded by Ms. Humble, and passed unanimously to adopt the 2025 Subdivision and Land Development Activities Report as required by the Municipalities Planning Code.

CCPC – Township Comprehensive Plan

Motion made by Mr. van Mol, seconded by Dr. Gosse, and passed unanimously to authorize staff to engage with Chester County Planning Commission to update the Township's Comprehensive Plan.

Capital Purchase – Water Rescue Equipment

Motion made by Ms. Humble, seconded by Dr. Gosse, and passed unanimously to approve the capital purchase of water rescue equipment for the Tredyffrin-Easttown Fire Department at a cost of \$25,293.55.

Ms. Johnston-Pugh asked for and received clarification regarding the cost, and Mr. Miller added that this purchase was in the 2026 budget.

Resident James Durante (via Zoom) asked if relief funds could be used for this purchase to which the response was that relief funds are used for volunteer equipment needs and not career staff and this capital purchase is for career staff equipment.

Library Events 2026

Motion made by Mr. Bhaskar, seconded by Mr. van Mol, and passed unanimously to approve serving wine and beer at the following Library events in 2026: April 21 - Book, Buzz & Bites; May 15 - Donor Reception, and November 6 - Adult Par-TEE.

Mr. Bhaskar noted that these are fundraising events for the libraries.

Resolution: National Libraries Week

Motion made by Mr. Bhaskar and was seconded by Dr. Gosse to adopt Resolution #2026-10 proclaiming National Libraries Week. Following discussion, a roll call vote was taken: Mr. Brazunas – aye; Mr. van Mol – aye; Ms. Humble – aye; Dr. Gosse – aye; Mr. Bhaskar – aye; Ms. Johnston-Pugh – aye; Mr. Miller – aye. The motion passed with a 7-0 vote.

HMGP Grant Application

Motion made by Mr. Bhaskar, seconded by Dr. Gosse, and passed unanimously to authorize executing a Hazard Mitigation Grant Program Agreement between the Commonwealth of Pennsylvania acting through PEMA and Tredyffrin Township associated with HMGP 4506 - Yellow Springs Road.

Mr. Burgo noted that this is for a home acquisition for property in the flood plain.

Mr. Bhaskar commented on stormwater issues and the need to preserve trees throughout the Township.

Ms. Johnston-Pugh asked for and received clarification on maintaining the trees on the property.

Green Light Go Grant – Lancaster Avenue in Paoli

Motion made by Mr. Bhaskar, seconded by Dr. Gosse, and passed unanimously to approve Green Light Go Grant Funding Commitment Letter for Lancaster Avenue Detection Upgrade and ATSPM Implementation Project.

Mr. Burgo noted that the funding is in the 2026 budget and the five-year capital plan.

Consultant Work for Multi-modal Project

Motion made by Mr. van Mol, seconded by Ms. Johnston-Pugh, and passed unanimously to authorize staff to work with Bowman on preparation and submitting a Multi-Modal Grant for Valley Forge and Swedesford Roads pedestrian enhancement project design.

EAC member Anne Murphy asked for and received clarification on the location of the planned work.

Mr. van Mol offered any assistance he could provide with the grant request.

Reallocation of Grant Funding

Motion made by Ms. Humble, seconded by Dr. Gosse, and passed unanimously to approve installation of bathroom facilities at Mill Road Park using the Greenways Trails and Recreation Program grant funds at an approximate cost of \$140,000.

Authorize Public Hearing for HR-495

Motion made by Ms. Johnston-Pugh, seconded by Mr. van Mol, and passed unanimously to authorize advertising a public hearing on April 20, 2026, for Ordinance HR-495 to amend Chapter 4, Administration of Government, Article VII, General Provisions, of the Code of Tredyffrin Township.

Authorize Public Hearing for HR-496

Motion made by Mr. van Mol, seconded by Mr. Brazunas, and passed unanimously to postpone authorizing advertising a public hearing for Ordinance HR-496 to amend the Township's Home Rule Charter pending further comments.

NEW MATTERS

Board

Ms. Johnston-Pugh commented on a SEPTA bus stopping near Gateway Shopping Center to which Chief Beaty said the Department would follow up.

Citizens

When a resident asked if/when the bathroom facilities in the parks were locked overnight, the response was that they are locked at 10 PM.

Resident Christina Kovarick questioned if there was a central location to get information regarding the incident of March 8 to which the response was to contact the Chester County District Attorney's office as they are leading the investigation. Ms. Varga then asked if the Township was offering any community services to help citizens process what happened to which the response was that they were not at this time. She then asked that consideration be given for how any future incidents such as this may be handled and how, once this investigation is complete, how the information will be shared.

NEXT MEETING

The next meeting of the Board of Supervisors is scheduled for April 20.

ADJOURNMENT

The meeting was adjourned at 7:54 PM.

Respectfully submitted,

Patricia Hoffman
Recording Secretary



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: April 13, 2026

TO: Board of Supervisors & Finance Committee

FROM: Darin Fitzgerald, PW Director

SUBJECT: Surfacing Cleaning Attachment Purchase

I am requesting approval for the purchase of a surface cleaning attachment for our Ventrac equipment from VPW Enterprises for \$29,717. The proposed purchase will mainly be used to clean the pervious paving at Stafford Park and various other locations where we have installed pervious paving. This will allow the pavement to continue to function as designed.

In addition, we will be able to use the equipment to clean our hard-court surfaces in all our parks.

The equipment is included in the in the 2026 Capital Budget for \$30,000.



Estimate

5581

3262 Limestone Lane
Dayton, VA 22821
540-879-2180

Bill To:

TREDYFFRIN TOWNSHIP
1100 DUPORTAIL ROAD
BERWYN, PA 19312

Ship To:

TREDYFFRIN TOWNSHIP
1100 DUPORTAIL ROAD
BERWYN, PA 19312

Phone # 610-408-3619

Estimate Date		Shipping Method		Salesman		
03/16/2026				ALVIN		
ITEM	QTY	UNIT	DESCRIPTION	PRICE	Tax	TOTAL
SV.5200.10	1	ea	52" SWIRLY SURFACE CLEANER FOR VENTRAC DOES NOT INCLUDE TRACTOR	\$ 17,595.00		\$ 17,595.00
SV.0300.10	1	ea	TANKER TRAILER FOR SWIRLY, DOUBLE 300 GALLON	\$ 9,027.00		\$ 9,027.00
SV.2500.10	1	ea	DETERGENT APPLICATOR FOR SWIRLY	\$ 1,345.00		\$ 1,345.00
SV.3500.10	1	ea	DUAL TURBO CURB CLEANER FOR SWIRLY	\$ 483.00		\$ 483.00
SV.2510.10	1	ea	WATER BROOM ATTACHMENT FOR SWIRLY, 54"	\$ 372.00		\$ 372.00
FRT	1	ea	SHIPPING & HANDLING CHARGES	\$ 895.00		\$ 895.00
--TAXNOTE	1	ea	NON-TAX OUT OF STATE SALE; PLEASE PAY APPLICABLE SALES/USE TAXES TO YOUR LOCAL AGENCY.	\$ 0.00		\$ 0.00
<i>An unrepentant heart sees truth as a trap.</i>						
Estimate is guaranteed for 30 days. Sorry, no return of electrical parts!						
Signature:				Total: \$ 29,717.00		

**Sorry, we do not return electrical parts!
No parts returns after 30 days!
Thank you for your business!**



Sole Source / Manufacturer

We at
VPW Enterprises, LLC
3262 Limestone Lane
Dayton, VA 22821

manufacture and direct sell the Swirly Surface Cleaner from our
location in Va.

Parts are sourced from USA unless we cannot find a reasonable source.
Some components are sourced internationally, though purchased from
USA distributors.

We strive to maintain a very high quality product, thus each machine is
tested and winterized before packing for shipping, and may show
indicators of this.

Name Alvin Witmer

Position VP

Signature *Alvin R. Witmer*

Date 08/15/25



TREDYFFRIN TOWNSHIP MEMORANDUM

DATE: April 13, 2026

TO: Board of Supervisors & Finance Committee

FROM: Darin Fitzgerald, PW Director

SUBJECT: Tredyffrin Library – Handicap Doors

I am requesting approval of the proposal from Great Valley Lockshop for the installation of new handicap accessibility equipment and general door repairs for \$24,056.40 and reflects COSTARs pricing. The handicap doors at the library do not function properly or regularly and have been serviced numerous times and will not lock regularly either.

We are proposing the same operating system that we installed at the Township Building.

The project is included in the 2026 Capital Budget for \$35,000 and will be paid using bond funds.

Great Valley Lockshop Inc.
 Sales@gvlock.com
 16 Church Road
 Malvern PA 19355
 Phone: 610-644-5334
 Fax: 610-889-3837

EMAIL QUOTE

Date	Number
8/25/2025	0020252670

PA003524

Tredyffrin Township
 1100 DuPortail Road
 Berwyn PA 19312-1079

Tredyffrin Public Library
 582 Upper Gulph Rd
 Wayne PA 19087

PO #

Terms
 NET 30

Sales Tech.
 Chris Strauss

Great Valley Lockshop Inc Has a COSTARS Contract 008--E23-1070 For Maintenance and Repairs. The prices reflected are based on our current contract				
Remove front doors and replace panic devices with new Heavy Duty Von Duprin both electric, re-use cylinder and power transfers				
Remove closers from both sets of doors and install new Double door operators , carrying price for electrician from the Township				
2.00	VDQEL3549A	Von Duprin Narrow Style Smooth Bar Concealed Cable Panic Device Exit Only with Quiet Latch Retraction Aluminium finish	5,443.00	10,886.00
1.00	VD388US26D	Von Duprin Narrow Style 33, 35, 75 Series Night Latch Cylinder Trim Brushed Chrome	494.00	494.00
2.00	IV8200 4-16	Ives 4 X 16 Push Plate Aluminium Finish	24.50	49.00
1.00	LC9553IQREG2	LCN Heavy Duty Senior Swing ADA Double Door Operator 72 " Push Side Mount Clear Aluminium, New 2025 Series IQ Control Module and Mounting Package	12,869.00	12,869.00
1.00		20 % Discount on material	-4,859.60	-4,859.60
2.00		Labor To Remove And Reinstall Glass Herculite Door, 2 Men Required	225.00	450.00
2.00		Labor To Inst. Surface or Concealed Vertical-Rod Panic Device Standard Installation	225.00	450.00
2.00	LAOPERATOR	Labor To Install Standard Automatic Door Operator 2 Men 2 hours	500.00	1,000.00
2.00		Labor To Install Electric Thru Wire Hinge or Door Cord and Terminate Wires	45.00	90.00
4.00		Rewire operators low voltage to existing buttons	125.00	500.00
1.00		Miht need security company for final tie in with Card readers Flat Rate Contract Hourly Labor Rate Includes Service Charge	125.00	125.00

Quote is valid for 30 days subject to credit approval for Commercial Customers, Residential customers are COD. Accepted Sales Quotes must be signed and returned before any material can be ordered or service work scheduled.

Signed _____ Date _____

Great Valley Lockshop Inc.
 Sales@gvlock.com
 16 Church Road
 Malvern PA 19355
 Phone: 610-644-5334
 Fax: 610-889-3837

EMAIL QUOTE

Date

Number

8/25/2025

0020252670

PA003524

Tredyffrin Township
 1100 DuPortail Road
 Berwyn PA 19312-1079

Tredyffrin Public Library
 582 Upper Gulph Rd
 Wayne PA 19087

PO #

Terms

Sales Tech.

NET 30

Chris Strauss

1.00	Subcontracted Labor Charge electrician	2,000.00	2,000.00
TOTAL			\$24,053.40

Quote is valid for 30 days subject to credit approval for Commercial Customers, Residential customers are COD.
 Accepted Sales Quotes must be signed and returned before any material can be ordered or service work scheduled.

Signed _____ Date _____



TREDYFFRIN TOWNSHIP MEMORANDUM

TO: Board of Supervisors
FROM: Erin McPherson, Director of Planning & Zoning
SUBJECT: Data Center Zoning Amendments
DATE: April 15, 2026

As demand for data continues to grow, many municipalities are increasingly encountering proposals for data center development. These facilities can offer economic benefits, including increased tax revenue and potential infrastructure investment. However, they also present unique land use considerations, such as high energy consumption, building scale, noise from mechanical equipment, and limited on-site employment relative to their footprint.

Chester County has recently prepared a guidance document for municipalities to use when considering how to regulate data center use. This resource provides a useful framework and highlights best practices that the Township may wish to evaluate as part of its own zoning review process.

Currently, the Township's zoning ordinance does not specifically address data center use. This absence may create uncertainty for both applicants and the Township when evaluating future proposals. By establishing clear standards, the Township would be able to better guide development in a manner consistent with community goals and land use priorities.

Authorizing staff to prepare a draft amendment does not obligate the Board of Supervisors to adopt any specific provisions. Once a draft is prepared, it will be reviewed by the Township's Development Committee before it is sent to the Township and Chester County Planning Commissions for recommendation. Staff will then return to the Board of Supervisors to authorize the formal adoption process for a zoning amendment. The public will have opportunities for input on the ordinance amendments during the Planning Commission and Board of Supervisors meetings.

ACTION: I respectfully request that the Board authorize Township staff to begin drafting a zoning amendment for data center uses.



TREDYFFRIN TOWNSHIP MEMORANDUM

DATE: 3/17/2026
TO: Board of Supervisors
FROM: Colleen Cappello
SUBJECT: Approval of sale of alcohol during township community events

I would like to respectfully request the Board of Supervisors permit the consumption of alcohol by all persons of legal age provided by a licensed distributor for the sole purpose of the following Township 2026 events:

Movie Nights Friday, May 8th & Friday, September 11th

Summer Concerts June 11th, 18th, & 25th
 July 9th, 16th & 23rd
 September 3rd
 Concert rain date – July 30th

Community Day Saturday, October 3rd

Thank you for your consideration.

Prepared by/Return to:

Patrick M. McKenna, Esquire
Gawthrop Greenwood, PC
P.O. Box 562
West Chester, PA 19380

UPI No. 43-11F-197

**PENNDOT RIGHT-OF-WAY SANITARY SEWER FACILITIES OPERATIONS,
MAINTENANCE AND ENDOWMENT AGREEMENT**

This **SANITARY SEWER FACILITIES OPERATIONS AND MAINTENANCE AGREEMENT** (this “Agreement”) is made this _____ day of _____, 20__, by and between the **TREDYFFRIN TOWNSHIP**, a Home Rule Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (the “Township”) and **John and Julia Sponseller** (the “Owner(s)”).

BACKGROUND

WHEREAS, Owner is the owner of that certain parcel of real property located within the jurisdictional limits of the Township measuring approximately 0.31 acres in area, more or less, identified by the Board of Assessment of Chester County as Tax Map Parcel Number 43-11F-197 and incorporated herein by reference (the “Property”); and

WHEREAS, pursuant to a building permit to be issued by the Township (BLDR-2026-225), the Township will approve the construction of a sanitary sewer lateral repair (the “Approval”) located at 218 East Conestoga Road, Devon, PA 19333 pursuant to an email prepared for Owners by Horn Plumbing dated March 17, 2026, and consisting of two (2) sheets which is attached hereto as “Exhibit A” (hereinafter referred to as the “Plan”); and

WHEREAS, pursuant to the terms of the Approval, Owner must complete certain public, quasi-public and private improvements with regard thereto (collectively, the “Approved Development”); and

WHEREAS, East Conestoga Road (SR 1006) is owned by the Commonwealth of Pennsylvania and is subject to the jurisdiction of its Department of Transportation (“PennDOT”); and

WHEREAS, pursuant to the PennDOT Highway Occupancy Permit Operations Manual, Chapter 2.2 – Required Application Information for All Types of Permits, Name of Applicant – Utility Facilities, dated September 2022, PennDOT requires “an applicant for a utility permit must be the owner or operator of a utility facility.” Specifically, under 459.3(b)(1) PennDOT will not approve the construction of the Sanitary Sewer Facilities if the applicant is a Contractor and

not the owner/operator for a Highway Occupancy Permit with regard to the Sanitary Sewer Facilities (the “HOP”); and

WHEREAS, Owner requested that the Township join with Owner as a co-applicant for (and co-permittee under) the HOP; and

WHEREAS, on and subject to the terms, conditions and provisions expressly set forth in this Agreement, the Township is willing to join with Owner as a co-applicant and co-permittee with regard to the HOP, as aforesaid.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner and the Township agree as follows:

1. Incorporation of Recitals. The recitals set forth in the Background section of this Agreement are incorporated herein as if set forth below in their entirety.

2. Execution and Delivery of Application. Upon the full execution of this Agreement by Owner and the Township, the Township agrees to execute (or cause to be executed) and deliver to Owner for immediate submission to PennDOT an application to PennDOT for the HOP in form and substance identical to that attached hereto as “**Exhibit B**.”

3. Inspection Fees. To the extent (and only to the extent) that the same are not included in funds otherwise paid by the Owner pursuant to applicable law, Owner shall reimburse the Township for inspection fees incurred for inspection of the PennDOT Right-of-Way Sanitary Sewer Facilities (the “Sanitary Sewer Facilities Inspection Fees”) as satisfaction of Owner’s obligation under and pursuant to the applicable provisions of Chapter 163 of the Township Code as and if the PennDOT Right-of-Way Sanitary Sewer Facilities were within the scope of such chapter. Owner shall have the right to challenge the Sanitary Sewer Facilities Inspection Fees in accordance with Section 510(g) of the MPC, 53 P.S. § 10510(g). Nothing set forth in this Agreement shall be interpreted as waiving or releasing Owner from the payment of any applicable tax, fee, charge or assessment of any type imposed by the Township under and pursuant to Chapter 163 of the Township Code now or in the future, or waiving or releasing Owner from otherwise complying with the Township’s sanitary sewer requirements now or in the future. Should Owner fail to reimburse Township for the inspection fees as aforesaid, Township may pursue its right to collect such inspection fees as per the provisions of Section 5.c herein.

4. Construction Responsibility.

- a. Obligation. Owner shall construct the Sanitary Sewer Facilities its own expense and without any cost or expense whatsoever to the Township, all in substantial conformity with the Plan and the Utility Plan and in a good and workmanlike manner and in accordance with applicable law.

5. Maintenance Responsibility. Owner shall maintain the Sanitary Sewer Facilities at Owner's own expense and without any cost of expense whatsoever to the Township (except as expressly set forth to the contrary at Section 6.b of this Agreement), all in substantial conformity with the Plan and in a good and workmanlike manner and in accordance with applicable law.

- a. Inspections. If an inspections is conducted it shall be performed by a civil engineer licensed as such in the Commonwealth of Pennsylvania who shall prepare a written inspection report in which such civil engineer shall (i) identify the condition of the Sanitary Sewer Facilities as of the time of his or her inspection thereof, (ii) identify any maintenance, repairs and/or modifications that Owner performed with regard to the Sanitary Sewer Facilities during the twelve (12) months period immediately preceding such inspection, (iii) identify any maintenance, repairs and/or modifications then required in order to permit the Sanitary Sewer Facilities to function in accordance with the design thereof and the Plan and (iv) other than as to such maintenance, repairs and/or modifications (if any), certify that the Sanitary Sewer Facilities are functioning in accordance with the design thereof and the Plan. If maintenance, repairs and/or modifications for the Sanitary Sewer Facilities are/is recommended, Owner shall complete those within thirty (30) days of the date that PennDOT shall authorize the same and, within two (2) weeks after completion of the maintenance, repairs and/or modifications, the civil engineer who prepared the annual inspection report, as foresaid, shall submit to the Township a follow-up inspection report pursuant to which he or she shall include a description of the maintenance, repairs and/or modifications performed and a certification that the Sanitary Sewer Facilities are then functioning in accordance with the design thereof and the Plan.
- b. Maintenance and Repair. In furtherance, and not in limitation, of Section 5.a of this Agreement, within thirty (30) days of the date that PennDOT shall authorize the same, Owner shall complete any and all maintenance, repairs and/or modifications necessary to correct any failure of the Sanitary Sewer Facilities to function in accordance with the design thereof and the Plan. Immediately after completing such maintenance, repairs and/or modifications Owner shall submit to the Township an inspection report prepared by a civil engineer licensed as such by the Commonwealth of Pennsylvania pursuant to which such civil engineer shall describe the maintenance, repairs and/or modifications performed and a certification that the Sanitary Sewer Facilities are then function in accordance with the design thereof and the Plan.

- c. Township Right to Cure. In the event Owner fails to comply with any of the terms of this Agreement, or if the Township shall elect to cure any Deficiencies (as hereinafter defined), Township shall send written notice to Owner specifying the areas of noncompliance (“Deficiencies”) and the steps that Owner must take to comply. In the event Owner does not comply with the terms of the notice within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is no possible within such thirty (30) days period due to weather conditions, refusal or delay by PennDOT to authorize the same or otherwise, the Township shall have the right, but not the obligation, to complete any maintenance, repairs and/or modifications necessary to correct the Deficiencies and, thereafter:
 - i. Collect the costs thereof from Owner, together with Township’s actual and reasonable engineering, legal and court costs, Township’s Administrative Overhead (as hereinafter defined) and inspection fees, by municipal lien against the Property and/or any discrete portion thereof then existing as a separate lot; and/or
 - ii. Pursue any other remedy allow by law or equity.

When used in this Agreement, the term “Township’s Administrative Overhead” does and shall mean an amount equal to twenty percent (20%) of Township’s actual and reasonable costs of curing the Deficiencies exclusive of Township’s engineering, legal and court costs, as applicable.

- d. Prohibition of Alteration or Removal. Except as expressly set forth in this Agreement or as required pursuant to applicable law to the contrary, Owner shall not alter or remove the Sanitary Sewer Facilities unless Owner receives prior written approval for such alteration or removal from each of the Township and PennDOT.
6. Insurance; Indemnity.
- a. Insurance. Owner shall obtain and maintain during the entire term of this Agreement one or more public liability and property damage insurance policy(ies) covering any injury, death or property damage resulting in any way from the design, permitting and/or maintenance of the Sanitary Sewer Facilities. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such insurance policy(ies) shall be occurrence based and shall name Township as an additional insured. Any policy of insurance required hereunder shall be endorsed to Township, its officers, agents, supervisors, elected officials and employees as additional insureds thereunder and shall provide that such policy may not be cancelled without first giving Township thirty (30) days prior written notice of cancellation. Owner’s insurance shall be

primary and non-contributory to insurance coverage maintained by Township. Upon request, Owner shall provide to Township proof of such insurance.

- b. Indemnity. Except for Claims (as hereinafter defined) arising out of or in any manner or form related to the gross negligence or willful misconduct of the Township and/or any of the Township's officials, agents, contractors, employees or subcontractors, Owner, for itself and its successors or assigns, shall at all times indemnify and defend (with counsel selected by Owner) the Township and, as applicable, its elected officials from and against any and all claims, suits, legal expenses or judgments arising out of or related in any respect to the failure of the Sanitary Sewer Facilities to function in accordance with the design thereof and the Plan or the Utility Plan (collectively the "Claims"). Owner shall have the duty to defend the Township and, as applicable, its elected officials against any Claims made by any person who alleges that adverse conditions, damages, or loss have been caused by failure of the Sanitary Sewer Facilities to function in accordance with the design, permitting and/or maintenance thereof (excepting maintenance that Township performs pursuant to Section 5.c of this Agreement) and the Plan and the Utility Plan. In the event Owner fails to undertake the defense of any Claims and Township is required to enter upon its own defense, Owner shall reimburse the Township for all actual and reasonable defense expenses the Township incurs including engineering fees, expert witness fees, fines, penalties, reasonable legal fees, and court costs and, in addition, Owner shall pay any judgment rendered against the Township as a result of such Claim. In the event Owner shall fail to pay the proper costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to receive the monies it has expended, together with the actual and reasonable attorneys' fees incurred in pursuing reimbursement from Owner, either by (A) commencing a civil action against Owner in the Court of Common Pleas of Chester County, or (B) causing a lien to be placed on the Property in an amount equal to the sums required to be expended or (C) any other manner permitted at law or in equity.
7. Covenants Running With Land; Binding Effect. This Agreement and the provisions hereof (A) shall run with the land, and be appurtenant to title to the Property and every portion thereof; and (B) shall be binding upon and insure to the benefit of the Owner, and each and all of its respective successors and assigns, and successors in title to the Property, and every portion thereof. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.
8. Recording. Owner, at its sole cost and expense, shall cause this Agreement to be recorded in the Office of the Recorder of Deeds and for Chester County, Pennsylvania (the "Recorder's Office").
9. Notices. Any notice, demand, instruction, report, or other communication to be given to either party under the terms of this Agreement shall be in writing, and sufficiently given if hand delivery, express delivery service, electronic mail, transmitted by facsimile with

confirming receipt or United State certified mail, return receipt requested, postage prepared, addressed as set forth below.

if to the Township:

Tredyffrin Township
11100 Duportail Road
Berwyn, Pennsylvania 19312
Attn: Township Manager

with required copy in all instances to:

Gawthrop Greenwood, PC
P.O. Box 562
West Chester, PA 19380
Attn: Patrick M. McKenna, Esquire

if to Owner:

John and Julia Sponseller
218 E Conestoga Rd
Devon, PA 19333

Notice by overnight nationally recognized courier guaranteeing next Business Day delivery with positive packing tracking and delivery confirmation (*i.e.* Federal Express, UPS, etc.) shall be deemed to have been given and received on the following Business Day. Notice by certified or registered mail shall be deemed to have been given and received five (5) Business Days after the date first deposited in the United States Mail properly addressed with proper postage prepaid. A party may change its address by giving written notice to the other parties as specified herein. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

10. Invalidity. Should any court or administrative agency having jurisdiction shall finally determine that (A) the Strike-Off Letter is invalid or illegal (either in its entirety or with regard to PennDOT's position therein that Township shall have the right to require Owner to post the Maintenance Endowment) and (B) that Township shall not have any legal responsibility to PennDOT with regard to maintenance of the Sanitary Sewer Facilities, Township may (but shall not be obligated to) repudiate this Agreement by providing written notice thereof to Owner and returning to Owner the Maintenance Endowment (together with any and all interest earned thereon) whereupon this Agreement shall terminate and be of no further effect whatsoever.

11. Miscellaneous Provisions.

- a. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such

provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically condition upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

- b. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the Owner, its successors and assigns, and Township and recorded in the Recorder's Office.
- c. Governing Laws. This Agreement shall be constructed and governed by the laws of the Commonwealth of Pennsylvania.
- d. Integration. This Agreement sets forth the entire agreement between the Owner and Township with respect to the subject matter hereof.
- e. Contingent Nature of Agreement. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, other than as set forth at Section 2. of this Agreement, all of Owner's and the Township's respective rights, title and interests, duties, obligations and responsibilities set forth in this Agreement are contingent upon PennDOT approving the HOP provided that such contingency shall, for all intents and purposes whatsoever be deemed to have been satisfied upon PennDOT's issuance of the HOP.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused the execution hereof the date and year first above written.

OWNER NAME

John Sponseller

Name: John Sponseller

Title: Owner

OWNER NAME

Julia Sponseller

Name: Julia Sponseller

Title: Owner

TREDYFFRIN TOWNSHIP

By: its Board of Supervisors
Its duly elected governing body

Name: _____

Title: _____

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

On this _____ day of _____, 20__, before me, the undersigned officer, personal appeared **JOHN SPONSELLER**, who acknowledged himself to be the property owner of **218 East Conestoga Rd, Devon, PA 19333**, and that he/she, as such officer and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: **ss**
COUNTY OF CHESTER :

On this _____ day of _____, 20__, before me, the undersigned officer, personal appeared _____, who acknowledged himself/herself to be the Chairperson of the Board of Supervisors of **TREDYFFRIN TOWNSHIP**, and that he/she, as such Chairperson and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township such as Chairperson.

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

Notary Public

EXHIBIT A

William Graf

From: Horn Info <Info@hornplumbing.com>
Sent: Tuesday, March 17, 2026 3:32 PM
To: Susanne Lockhart
Cc: William Graf; Katie Ricciardi; Erin McPherson; Darin Fitzgerald; ckern@tredyffrin.org
Subject: Re: [EXTERNAL] Re: Road Permit

You don't often get email from info@hornplumbing.com. [Learn why this is important](#)

Dear Susanne,

The Township wye connection on the main is still intact. Based on our camera inspection, the 4-inch/5-inch terracotta 45 is cracked and broken.

Horn's Sewer & Water Crew will replace the sewer line with 4-inch Schedule 40 PVC, running from the cleanout at the house to the wye in the road. For the excavation, we will remove the asphalt and approximately the first two feet of road surface, then use a vacuum truck to reach the pipe, which is slightly less than five feet deep. We are taking these precautions to avoid any risk of damaging the Township's existing main or wye pipe.

The homeowner's information is as follows:

Name: John Sponseller

Address: 218 E Conestoga Rd, Devon, PA 19333

If you have any questions, please feel free to contact Scott Horn directly at 610-960-4634.

Best regards,
Jenn Stott
610-403-9208



HORN PLUMBING & HEATING, INC.
304 NATIONAL ROAD, SUITE 100 EXTON, PA 19341



On Tue, Mar 17, 2026 at 1:06 PM Susanne Lockhart <Slockhart@brwncald.com> wrote:

Hi all,



HORN PLUMBING & HEATING, INC.

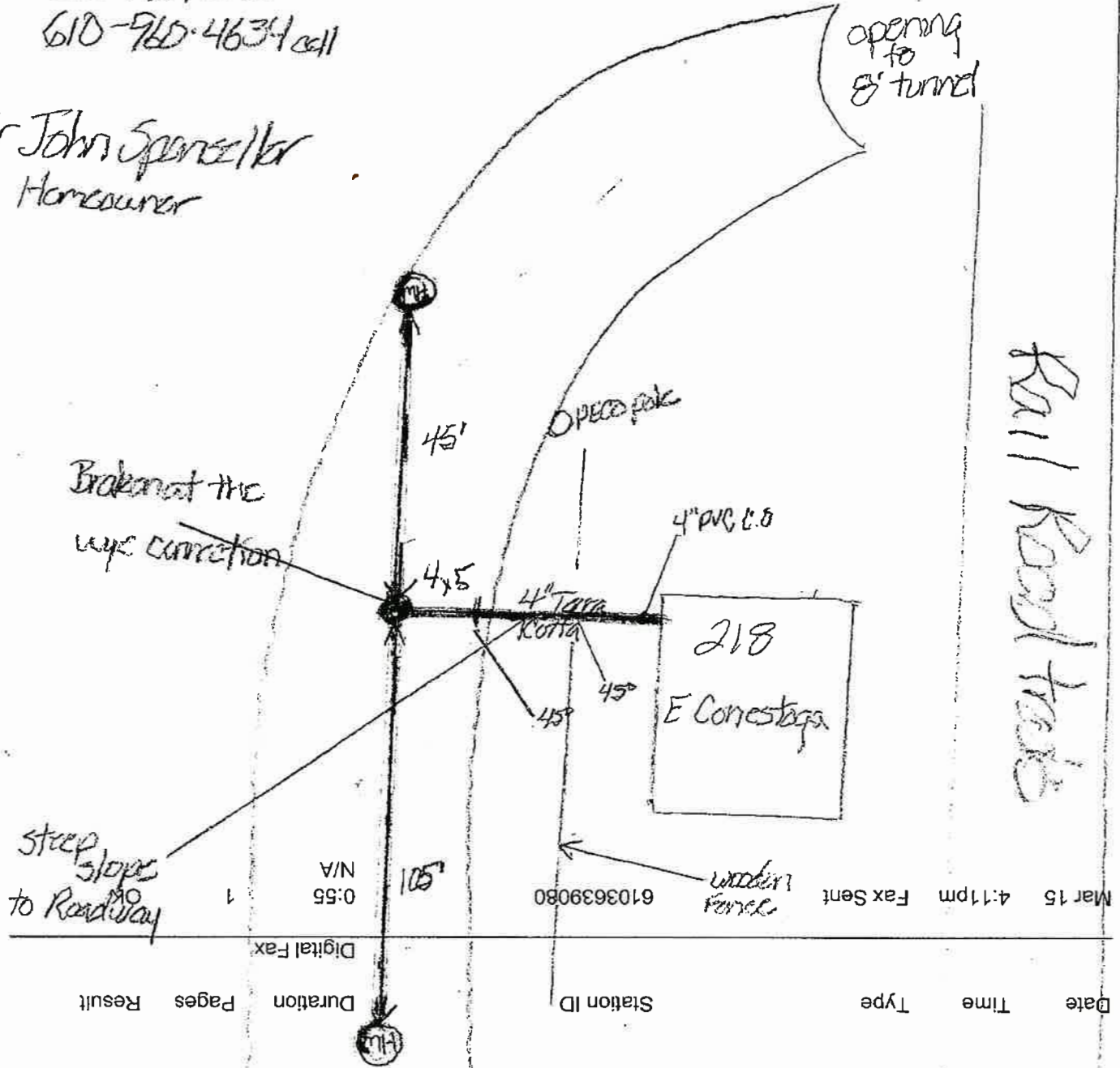
304 NATIONAL ROAD, SUITE 100, EXTON, PA 19341

HIC# PA 031148

(610) 363-4200 FAX (610) 363-9080 www.hornplumbing.com

SCOTT L. HORN
610-965-4634 cell

Mr John Spenceller
Homeowner



Rail Road tracks

Date	Time	Type	Station ID	Duration	Pages	Result
Mar 15	4:11pm	Fax Sent	6103639080	0:55	1	N/A
						Digital Fax

Last Transaction

Fax Log for
Mar 15 2026 4:12pm

Speed pole

HP Officejet Pro 9010 series

www.hornplumbing.com

EXHIBIT B



APPLICANT'S AUTHORIZATION FOR AGENT TO APPLY FOR HIGHWAY OCCUPANCY PERMIT

If granting BLANKET Authorization to submit applications on Applicant's behalf, check this box:

If BLANKET Authorization, mark N/A.	PERMIT APPLICATION NO.	
	COUNTY	
	CITY-BORO-TWP.	
	S.R.-SEG.-OFF.	
APPLICANT	Name: Address:	
AGENT	Name: Address:	

THIS AUTHORIZATION, made this ____ day of _____, 20____, by

_____,
 APPLICANT for a highway occupancy permit under 67 Pa. Code Chapter 441 or 459.

WHEREAS, the APPLICANT is required to obtain a highway occupancy permit from the Commonwealth of Pennsylvania, Department of Transportation, called the Department, in order to occupy the State highway; and

WHEREAS, the APPLICANT wishes to authorize the agent listed above (AGENT) to apply for the permit and any associated supplements on behalf of the APPLICANT; and

WHEREAS, the APPLICANT has agreed to grant a release to the Department to allow the AGENT to apply for the permit and any associated supplements on behalf of the APPLICANT; and

WHEREAS, as a condition of this authorization, APPLICANT agrees that AGENT will be required to provide APPLICANT with copies of all correspondence and other documents issued, mailed, emailed or otherwise directed or provided to APPLICANT or AGENT by the Department; and

WHEREAS, the APPLICANT may elect to be provided contemporaneous email updates on the review status of the permit application and any associated supplements.

NOW, THEREFORE:

1. The APPLICANT does hereby authorize AGENT to act as APPLICANT's agent with respect to the permit application and associated supplements and to do all things necessary to obtain the permit and/or associated supplements on behalf of the APPLICANT.
2. The APPLICANT does hereby remise, release, quitclaim and forever discharge the Department, its agents, employees and representatives of and from all suits, damages, claims and demands of any type whatsoever arising against it as a result of granting the permit and its supplements to APPLICANT.
3. The APPLICANT has has not (check one) elected to be provided contemporaneous updates on the status of the permit application. If the APPLICANT elects to be provided contemporaneous updates on the status of the permit application, provide contact information here (email): _____.
4. The APPLICANT understands that this AUTHORIZATION is effective until revoked in writing by the APPLICANT or AGENT, with contemporaneous written notice thereof to the Department.

IN WITNESS WHEREOF, the APPLICANT has executed or caused to be executed these presents, intending to be legally bound thereby.

by APPLICANT:

(authorized representative signature)

Name: _____

Title (if other than individual applicant): _____

Date: _____

by AGENT:

(authorized representative signature)

Name: _____

Title (if other than individual agent): _____

Date: _____

TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT is entered into this _____ day of _____ 2026, by and between the TOWNSHIP OF TREDYFFRIN, a Pennsylvania township governed by a home rule charter with its address at 1100 DuPortail Road, Berwyn, Pennsylvania 19312 (hereinafter referred to as the “Township”) and the Developer, as more fully described below (hereinafter referred to as the “Developer”):

Name:	Main Line Padel, LLC
Street Address:	14 S. Bryn Mawr Ave., Suite 106
City, State, Zip:	Bryn Mawr, PA 19010
Contact Person:	Sunil Desai
Telephone:	703-283-9829
E-mail:	sunilbdesai@msn.com

BACKGROUND

A. Pursuant to the Tredyffrin Township Subdivision and Land Development Ordinance, Chapter 181 of the Code of the Township of Tredyffrin, §§181-1 et seq. (the “SALDO”), the Developer has applied for approval of a Preliminary/Final Land Development Plan for 341 East Conestoga Road, prepared by Shock Group, LLC, dated December 4, 2024, last revised December 10, 2025, consisting of 12 sheets; which received final approval by formal action of the Tredyffrin Township Planning Commission on February 19, 2026. A copy of the decision of the Planning Commission is attached as Exhibit “A” hereto and incorporated herein by reference.

B. The Developer desires to obtain permits for the construction of buildings and other improvements as shown on the Plan (the “Improvements”) and, where applicable, to offer a portion of the Improvements to the Township for dedication upon completion (hereinafter referred to as the “Dedicated Improvements”). The Improvements made the subject of this Agreement and made the subject of the financial security posted by the Developer in compliance with §181-34 of the SALDO and §509 of the Pennsylvania Municipalities Planning Code (the “MPC”) are as set forth in Exhibit “A” to a Financial Security Agreement executed contemporaneously herewith.

NOW THEREFORE, for good and legal consideration, the sufficiency and receipt of which is acknowledged, intending to be legally bound, the parties agree as follows:

1. Incorporation. Background paragraphs A and B are incorporated herein as if more fully set forth below.

2. Definitions; Interpretation.

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

- (1) "Completion Date" shall mean the date specified in Section 3.e of this Agreement on or before which the Improvements shall be completed.
- (2) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.
- (3) "Financial Security" shall mean the financial security provided for under and in accordance with the provisions of Section 9 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
- (4) "Financial Security Agreement" shall mean that certain Financial Security Agreement dated _____, by and between Township and Developer, which agreement is attached hereto and made a part hereof as Exhibit "B."
- (5) "Improvements" shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping, and/or other improvements or common amenities required by this Agreement and any applicable ordinances or regulations.
- (6) "Plans" shall mean that certain Preliminary/Final Land Development Plan for 341 East Conestoga Road, prepared by Shock Group, LLC, dated December 4, 2024, last revised December 10, 2025, consisting of 12 sheets, which received final approval by formal action of the Tredyffrin Township Planning Commission on February 19, 2026.

- (7) "MPC" shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 et seq., as restated and amended, as the same now exists and hereafter may be further amended.
- (8) "Secured Improvements" shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.
- (9) "Subdivision and Land Development Ordinance" shall mean the Subdivision and Land Development Ordinance of the Township as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.
- (10) "Subject Land Development" shall mean the proposed subdivision and land development of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and /or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.
- (11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township and/or engaged by the Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or MPC.

3. Improvements to be Constructed by Developer.

a. Developer will construct, or cause to be constructed, at its own expense and without any expense or cost whatsoever to Township in substantial conformity with the Plan and the Township's requirements and specifications as modified by the Plan approval, all Improvements as shown on the Plan; and as set forth in Exhibit "A" to the Financial Security Agreement. Improvements shall be completed in a good and workmanlike manner, whether noted on the Plans or not, in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance, the Zoning

Ordinance, and Stormwater Management Ordinance, taking into account any relief from these ordinances that the Developer has been provided by the Township; (ii) the Plans; (iii) the provisions of this Agreement; (iv) PA DEP and PennDOT regulations; (v) all applicable requirements of electric, telephone and other utility companies having jurisdiction; (vi) all other applicable laws, statutes, ordinances, resolutions, rules and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction; and (vii) specifications established by the Township Engineer. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions which impose the greater or greatest, as the case may be, restrictions upon the Developer shall prevail and control.

b. There shall be no revision or change to the Plans, as approved, or to any construction detail, requirement, specification or standard therein or required by any Township ordinance (collectively the "Specifications"), unless the Planning Commission first approves such change, except as otherwise provided herein.

- (1) Developer shall submit any proposed changes in the approved Plans or any Specifications to the Township Engineer with such drawings, plans and written explanations as shall be required by the Township Engineer for adequate review of the proposed change. All such changes shall be reviewed by and bear the stamp of Developer's engineer.
- (2) The Township Engineer may, without approval of the Planning Commission, authorize Developer to change construction details, including but not limited to the as-built location of storm water easements, which do not alter either a standard required by any applicable regulations or a condition of final plan approval and which do not make any substantial changes in the final Plans as approved.
- (3) All changes directly affecting lots or property not owned by Developer must be approved by the owner(s) of those lots or property.
- (4) The Township Engineer shall review any change proposed by Developer and shall provide the Township with an analysis of the change and make a recommendation for action, except that any change of a construction detail which the Township Engineer is permitted to authorize hereunder need not be submitted to the Planning Commission for approval. Developer shall not cause any work to be done pursuant to a change in the Plans or Specifications, except a change in a construction detail which the Township Engineer authorizes hereunder, until the Planning Commission has first approved the change.

(5) If the Township approves a change in the Plans or Specifications, then Developer agrees to enter into any additional formal agreements with the Township necessary to bring such changes within the scope of this Agreement as the Township reasonably deems necessary at the time of such approval. No construction or other work shall be done, pursuant to any change in Plans or Specifications, until such changes are incorporated into this Agreement and Developer provides satisfactory Financial Security, which complies with §509 of the MPC and is acceptable to the Township, to guarantee any additional construction costs for additional improvements.

c. A final inspection of all Improvements upon completion of the Improvements shall be made by the Township Engineer. Said final inspection shall be requested in writing by Developer upon completion of said Improvements.

d. Prior to the issuance of use and occupancy permits for dwelling units and non-dwelling units served by any Improvements, whether or not said Improvements are to be dedicated, the Township Engineer shall inspect and certify in writing the substantial completion of all such Improvements. Provided, however, Developer may be issued said permits if final grading, raking and seeding, and wearing course of paving are incomplete due to weather conditions or scheduling. Substantial completion shall mean that Improvements are completed in a good and workmanlike manner and functional but shall not include final paving (that is, installation of the wearing asphalt course).

e. All Improvements whether or not the same are to be dedicated to the Township shall be completed within one year of the date of this Developer Agreement, with the exception of final paving which may be completed subsequently, but prior to dedication to the Township. If the Developer requires more than one year from the date of posting of the financial security to complete the required Improvements, the amount of financial security shall be increased by an additional ten (10%) percent for each succeeding year beyond the first posting date of financial security or to an amount not exceeding one hundred ten (110%) percent of the cost of completing the required Improvements as reestablished on or about the expiration of the preceding one-year period. In the event the Developer does not complete the required Improvements (with the exception of final paving which may be completed subsequently, but prior to dedication to the Township) within the one year period, the Township shall have the right, but not the obligation, to withdraw the required funds from the financial security posted with the Financial Security Agreement and complete the Improvements, upon sixty (60) days written notice to the Developer during which time Developer shall first have the right to complete said Improvements. Upon written request of Developer and approval of the Township, which approval shall not be unreasonably withheld, said completion date may be extended from time to time, provided that (i) Developer's written request is received by the Township not less than sixty (60) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to

a date occurring at least ninety (90) days after the extended completion date. Such times shall be of the essence.

4. Conditions to be Met Prior to Commencing Construction of Improvements.

- a. No Improvements referred to herein, in connection with this project, shall be commenced until:
- (1) The Plan has been recorded according to law;
 - (2) This Agreement is duly executed in accordance with §181-33 of the SALDO;
 - (3) The Financial Security Agreement is executed and funded in accordance with its terms;
 - (4) A storm water management facilities maintenance agreement as required has been recorded according to law against the subject property of the Plan;
 - (5) An agreement regarding any street(s) not to be offered for dedication to public use is duly executed as required by §181-33.D of the SALDO;
 - (6) All fees required by any Ordinance, Resolution or Regulation of Township are paid including the payment of costs, legal and engineering expenses incurred by the Township for the review of plans, preparation of this Agreement, the Financial Security Agreement, resolutions and other papers reviewed or prepared pursuant to this Agreement;
 - (7) Developer has furnished the required insurance certificates to the Township;
 - (8) All variances or other zoning approvals needed in order to develop the Subject Property as shown on the Plans have been obtained and are still in effect and have not expired and all applicable requirements of the Township's ordinances, resolutions and regulations have been met;
 - (9) Copies of permits, certified as true and correct and in full force and effect by the Developer, issued by all other agencies having jurisdiction of the development or any aspect thereof, including but not limited to a highway occupancy permit from PennDOT and permit from PA DEP, have been provided to the Township. Said copies are subject to verification of genuineness and effectiveness

by the Township Engineer. Before connecting any new storm sewers to existing sewer or drainage systems, Developer shall obtain all necessary approvals and permits from the Township and the Commonwealth of Pennsylvania, and Developer shall provide proof of such State approvals and permits to the Township Engineer; and

(10) Developer has complied to the reasonable satisfaction of the Township Engineer, with the requirements set forth in any Township Engineer's report or review letters relating to the development.

b. Upon compliance with the previous Paragraph 4.a hereof, Developer may obtain Building Permits for buildings and Improvements within the aforesaid Project.

c. The Township may revoke any Building Permits for buildings and Improvements within the aforesaid Project for the Developer's failure to meet its obligations under Paragraph 5 below.

5. Obligations of Developer During Period of Construction.

a. It shall be the obligation of Developer to arrange in advance with the Township Engineer for inspection of the work as the work progresses, and the reasonable and actual cost of such inspection shall be paid by Developer.

b. Within five (5) days after each Improvement is completed, Developer, by written notice in accordance with the provisions hereof, shall ask the Township Engineer to conduct a final inspection of the Improvements. The Township Engineer, exercising reasonable judgment, will determine if the Improvement complies with the requirements hereof and with all applicable standards.

c. Developer agrees that if any materials used or any work done in the construction of the Improvements or in otherwise implementing the Plans shall be reasonably rejected or disapproved by the Township Engineer as defective or as not in compliance with the provision hereof or with any applicable standards, or if the work is done without prior inspection when prior inspection is required hereunder or is necessary to determine compliance with the Plans, Specifications, applicable regulations, or this Agreement, then, if such action is requested by the Township or Township Engineer, said materials and/or work shall be removed and replaced with other approved materials and/or the work shall be done anew, at the sole cost and expense of Developer and subject to inspection by the Township Engineer to determine compliance. Any work covered without an inspection when an inspection is required hereunder shall be uncovered at Developer's expense to permit the Township Engineer to make the inspection if the Township Engineer requests that such action be taken. Developer agrees that the Township Engineer is authorized to require the removal and replacement of any work and/or materials which are not completed in substantial accordance with this Agreement and all applicable material standards.

d. All culverts, storm sewers and underdrains, manholes, paving, curbing, setting of monuments and other Improvements are subject to inspection by the Township Engineer. At least five (5) days prior to the commencement of each Improvement, Developer shall notify the Township Engineer. Developer shall also notify the Township Engineer at least two (2) days prior to the date when Developer or its contractor or any subcontractor lays the stone base course for any road or street or any section thereof. Developer shall also notify the Township Engineer at least two (2) days prior to commencing each separate paving operation or Improvement and the Township Engineer shall inspect the materials and workmanship used on each such operation.

e. In the event the Township Engineer shall reasonably find that the provisions for drainage of the site, as designed by Developer, are inadequate and require revisions, or if the drainage facilities and storm water runoff facilities otherwise prove to be inadequate to protect existing highways, streets and roads or adjoining private or public areas from excess drainage, flooding or silting either because the Plans are inadequate or because of an improper method of development, Developer shall install such additional drainage work or make such corrections as are reasonably deemed necessary by Township Engineer.

f. It shall be the obligation of Developer to arrange, in advance, with the Township Engineer for inspection of work as the work progresses. Developer agrees that the Township's personnel shall have reasonable access to the Subject Property at all times.

g. Developer shall bear the cost of and shall reimburse the Township for the cost of all inspections by the Township Engineer and/or the Township Code Enforcement Officer.

h. Developer shall bear the cost and expense of any relocation, removal or reconstruction of Improvements.

i. Developer agrees to erect, at its expense, all required street lights, street trees, fire hydrants, if any, shown on the Plans, as amended.

j. During the course of construction of the Improvements, Developer will be responsible for proper removal and disposal of all construction debris and waste materials, such as paper, cartons and the like, from the Subject Property and surrounding areas, whether discarded by it or others employed by it or by persons engaged in the delivery of materials to and/or construction within the Subject Property and/or any other activity pursuant to the Plans. Developer agrees to prevent such waste materials from being buried or burned on the site or deposited, thrown or blown, upon any property adjacent to or within the vicinity of the Subject Property.

k. Developer agrees to provide dumpsters on the site in the size and number as reasonably required by the Township Engineer and/or the Township Code Enforcement Officer.

l. If Developer fails to remove any construction debris or waste materials, including rubbish, cartons and discarded materials, generated by or because of Developer's activities, from the Subject Property or from surrounding areas within 72 hours after Developer received written notice from the Township to do so, or immediately if such debris or materials are causing a traffic hazard or other danger to the public health, safety and welfare, then the Township shall have the right but not the obligation to remove said waste materials and to draw, from the Security Deposit created under Section 4.a(3) hereof, the sums necessary to pay to parties who complete such work or to reimburse the Township for the costs of cleaning up the Subject Property and surrounding areas. The Township's exercise of its rights to remove waste materials pursuant to this paragraph shall not obligate the Township to do so in the future.

m. Developer agrees that it will obtain use and occupancy permits or certificates for each building prior to any occupancy.

n. Developer agrees to be responsible for work at the site and to:

- (1) reasonably restrict the noise from workmen;
- (2) cease all work on the site by 8:00 PM on Monday to Friday and by 5:00 PM on weekends, except in cases of emergency or exceptional cases; and
- (3) not to begin work prior to 7:00 AM on Monday through Friday and 8:00 AM on weekends, except in cases of emergency or exceptional cases.

o. Developer agrees to commence construction of the Improvements within 365 days of the date of this Agreement, subject to extension as caused by force majeure.

p. Developer agrees to maintain traffic diversion and control devices in accordance with the latest requirements of the Pennsylvania Department of Transportation.

q. With respect to any undedicated portion of the internal road system, Developer shall be responsible for all snow removal, street cleaning and similar maintenance. The Township has the right but not the obligation, upon providing Developer with advance written notice, to plow and/or remove snow or ice on said undedicated roads. All costs incurred by the Township for the removal of said snow and ice shall be paid by the Developer and upon the Developer's failure to pay, the Township may use funds held as financial security under the Financial Security Agreement. The Developer shall be responsible for ensuring that all undedicated drainage facilities and storm water management structures are maintained and operating properly. Where drainage facilities and storm water management structures are designed to be permanently installed on any lot, the Developer shall include said facilities as covenants running with the land whenever said lot is conveyed out of the Developer's title.

r. During the course of construction of the Improvements, Developer is required to establish and maintain temporary erosion and sedimentation controls ("E&S Controls") and stormwater management facilities which are shown on the Plans. Part of the funds which Developer has posted with the Township includes an estimated cost to establish and maintain such E&S Controls and stormwater management facilities. In the event Developer fails to establish or maintain the E&S Controls or stormwater management facilities in accordance with the Plan, the Township shall provide Developer with written notice of violation and a five (5) day period to cure, except in the event of an emergency where a lesser time may be imposed. If Developer fails to cure the default within five (5) days, or such lesser applicable time in the event of an emergency, the Township is hereby authorized to establish the necessary E&S Controls and/or stormwater management facilities and use the funds as necessary to pay for the Township costs, including, but not limited to, engineering, legal and actual administrative costs. The Developer shall be required to restore any expended portion of the funds set aside for E&S Controls and/or stormwater management facilities to the agreed upon amount, as set forth on the attached schedule. In the event the Developer fails to cure a violation within the prescribed time frame (subject to extension for force majeure) or violates any other material aspect of this Agreement, the Developer acknowledges that the Township shall not be required to issue any building or occupancy permits for the entire development and a cease and desist order for all or a portion of the entire development may be issued by the Township in the discretion of the Township until the violation is cured or the security restored. In instances where the Developer "willfully neglects" to cure the E&S Controls and/or stormwater management facilities default following the expiration of period for cure contained in the notice from the Township, the Township shall have the right to impose a fine of Five Hundred Dollars (\$500) per day. For purposes of this paragraph, "willful neglect" shall mean that Developer fails to respond to two (2) or more notices of violation from the Township, not necessarily from the same lot. If Developer disputes that it willfully neglected to install the necessary E&S Controls and/or stormwater management facilities, Developer has the right to contest the imposition of the fine by appealing the same to the Chester County Court of Common Pleas. The parties at any time may submit any dispute which arises hereunder to mediation.

s. If Developer conveys title to the entire tract depicted on the Plan after execution of this Agreement, the terms of this Agreement shall bind all subsequent Grantees, and Developer hereby agrees to cause all of said terms to be incorporated in any deed of conveyance therefor. If Developer should violate any of the terms hereof at any time, Developer agrees that the Township, upon ten (10) days prior written notice (with a right to cure by Developer within said ten (10) day period), may enforce the same by injunction proceedings in addition to any other appropriate legal action.

6. Indemnification.

a. Except to the extent caused by or arising from the negligence or willful misconduct of the Township, Developer hereby agrees to indemnify and save harmless Township, its officials, officers, employees and agents, of, from and against any liability, claim, suit or demand of whatever nature or kind, whether founded or unfounded, arising from, out of or related to the design, laying out, permitting, installation, construction, completion, inspection, testing, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Improvements, together with all cost, fees and expenses (including, but not limited to, attorney's

fees and costs and expert witness fees and costs) as may be incurred by Township in connection with any such liability, claim, suit or demand; provided that Developer shall have received from the Township prompt written notice of any such claim, demand, or action after notification to the Township by the injured party. The Township shall permit the Developer to defend any such action and the Township shall cooperate in any such defense at the cost of the Developer.

b. The indemnification, save harmless and defense provisions of Subsection 6.a shall not apply to any claims, suits or demands arising from, out of or related to the repair and/or maintenance of (or the failure to repair and/or maintain) any Improvements, the dedication (or other transfer or assignment) of which has been offered to and accepted by Township, which repair and/or maintenance (or the failure thereof) occurs in whole after the time when Township's acceptance of the offer of dedication becomes final and effective.

c. Except to the extent caused by or arising from the negligence or willful misconduct of the Township, Developer shall, at all times, hold Township harmless of any claims or suits, which any adjoining or neighboring property owners may bring on account of any conditions occurring on adjacent property, caused or alleged to be caused by conditions arising from the development of Developer's tract, such conditions including, but not limited to, drainage, storm water, mud, dirt, or dust; provided that Developer shall have received from the Township prompt written notice of any such claim, demand, or action after notification to the Township by the injured party. The Township shall permit the Developer to defend any such action and the Township shall cooperate in any such defense at the cost of the Developer.

d. Developer agrees that it will comply fully with all Township Ordinances, Resolutions and Regulations in regard to the inspection of buildings and other Improvements during the period of construction, including obtaining the required signatures of the inspectors on the placard(s) issued to the Developer. Developer agrees that it will obtain use and occupancy permits for all dwelling units and non-dwelling units prior to allowing said occupants to assume possession of the same. Developer further agrees that, in the event that Developer fails to comply with the provisions of this Agreement, Township may, upon ten (10) days written notice with a right to cure by Developer within said ten (10) day period, refuse to issue any additional building or occupancy or other permits and Developer will cease all construction within the Project until the Township requirements are met and that the Township may, additionally, avail itself of any other remedies allowed by law.

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e. The Developer shall carry or cause to be carried the following forms of insurance, applying to all operations undertaken by it, its agents, employees, contractors and sub-contractors. Developer shall cause Township to be designated as an "additional insured" under Contractor's Public Liability coverage as herein stated.

FORM	MINIMUM RATES
1. Workers' Compensation	Statutory -- if statutory payment is limited, excess medical protection for \$10,000 limit is required
2. Contractor's Public Liability	\$1,000,000/\$2,000,000
3. Contractor's Property Damage Liability including explosion, collapse hazard and underground damage hazard	\$1,000,000/\$2,000,000
4. (XCU coverage if blasting required)	\$2,000,000 aggregate
5. Principal or Owner's protection for: Bodily Injury Property Damage	\$1,000,000/\$2,000,000 \$ 500,000/\$1,000,000
6. If subcontractors are employed Contractor's Contingent Liability Protection: Bodily Injury Property Damage	\$1,000,000/\$2,000,000 \$ 500,000/\$1,000,000
7. Builder's Risk - Providing protection against the minimum perils of fire, extended coverage, vandalism and malicious mischief, in the name of Owner, the contractor, sub-contractor, and the Trustee as their respective interests may appear	100% of suitable value of structures and materials

f. Before commencing construction or installation of the aforesaid improvements, the Developer shall file with Township, a Certificate of Insurance or copies of the insurance policy signed by the proper officials of the insurance companies or other authorized representative. Construction will not be permitted until the aforesaid Certificates of Insurance are provided as required by this Agreement.

7. Guaranty of Completion of Improvements.

a. Developer shall complete all site Improvements in accordance with final approval of the Plans. Developer shall present to the Township an as-built plan ("as-built lot plan") as a condition precedent to the issuance of a use and occupancy permit.

b. Said as-built lot plan shall be prepared by a registered professional land surveyor and certified by a registered professional engineer that the individual lot is in full conformance with the approved Plans and shall be subject to the review and approval by the Township Engineer.

c. In the event that the lot depicted in the as-built lot plan does not comply with the approved Plans, the registered professional engineer shall identify any specifications that are not conforming therewith. The failure to present a certified as-built lot plan that conforms in all respects with the approved Plans shall render the Developer in default of the approved Plans and this Agreement. Said default may result in the Township's denial of a use and occupancy permit for the lot(s), in addition to any and all legal and equitable remedies available that may be available to the Township.

d. Developer shall bind its heirs, successors and assigns to the requirements of this Section.

e. This requirement shall be in addition to all other as-built plan submissions that may be set forth in the Subdivision and Land Development Ordinance.

8. Dedication.

a. When the installation of the Dedicated Improvements described herein above have been fully completed and approved by the Township Engineer in accordance with the Pennsylvania Municipalities Planning Code and applicable Ordinances of the Township, Developer shall tender to the Township the following:

- (1) Deeds of Dedication, in customary form satisfactory to the Township Solicitor dedicating said public Improvements to the Township including but not limited to a legal description of the Improvements to be dedicated and not located within a public right-of-way and accompanying plans with metes and bounds delineated (including, without limitation, stormwater management facilities);
- (2) A certificate of title insurance or other commercially reasonable proof of clear title reasonably satisfactory to the Township Solicitor; and
- (3) Maintenance security in customary form satisfactory to the Township Solicitor in the amount of fifteen (15%) percent of the cost of the Improvements to be dedicated for a period of eighteen

(18) months from the date of acceptance of dedication by the Township.

b. Prior to acceptance of dedication, the following must occur:

- (1) Township shall have received from Developer all sums due and owing as security deposits, reimbursements or otherwise under the provisions of this Agreement.
- (2) All documents required by Paragraph 8.a. herein above shall have been prepared, executed and delivered to the Township in a form approved by the Township Solicitor.
- (3) All Improvements, whether or not the same are to be dedicated to the Township, shall have been fully completed and approved by the Township Engineer and Township Manager.
- (4) Satisfaction of or other compliance with all terms, conditions and requirements under and by which the Planning Commission of Township granted final plan approval of the Land Development.

9. Financial Security for Construction of Improvements.

a. The Financial Security Agreement referred to in Paragraph 4 hereof shall provide for posting of financial security with the Township to guarantee the performance of this Agreement and the installation of all Improvements whether or not they are to be dedicated, together with all administrative and inspection costs incurred by the Township. The Financial Institution, amount and form of the financial security must be satisfactory to the Township.

10. Transfer of Ownership.

a. No transfer of ownership of the subject property or any portion thereof shall in any way relieve Developer of responsibility for completion of the Improvements in accordance with the terms of this Agreement nor affect in any way the rights of Township under the Financial Security Agreement executed contemporaneously herewith; Developer's heirs, administrators, successors and assigns shall be bound by the provisions of this Paragraph and the terms of this Agreement in the event all, but not less than all, of the subject property is conveyed by Developer after final approval of the Plan.

b. Developer, for itself, its successors and assigns, by execution of this Agreement, does agree with Township, its successors and assigns, that the obligations undertaken herein by Developer shall be covenants running with the land and that in any deed of conveyance of all, but not less than all, of the said property to any person or persons, said obligations shall be incorporated by reference to this Agreement as fully as the same are contained herein.

11. Notices.

a. Developer's present address is as set forth on page one of this Agreement. Developer promises to notify the Township, in writing by certified mail, of any change in this address. Developer agrees that notice of any kind or nature, relating to this Agreement or Township ordinances applicable to the Subject Property or its development, mailed to Developer at the above address, or any new address that Developer has given the Township notice of pursuant to this paragraph, shall be valid and effective for all purposes.

b. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

c. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified U.S. mail, postage prepared, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the U.S. mails.

12. Miscellaneous.

a. Waiver. Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective against Township, unless it is in writing signed by a duly authorized representative of the Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations or liabilities hereunder without the express written consent of Township. Any such assignment or delegation without such consent shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges and/or remedies as may be now or hereafter available to Township under the Subdivision and Land Development Ordinance and/or the MPC and/or otherwise at law or in equity.

d. Headings. The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement shall be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

f. No Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto. Neither contractors of the Developer, nor owners of lots within or adjoining the Subject Property, shall be considered beneficiaries of this Agreement and, accordingly, shall have no rights hereunder, *inter alia* and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

g. Binding Effect. Subject to Subsection b. above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made a part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

i. Governing Law & Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws and principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the U.S. District Court for the Eastern District of Pennsylvania.

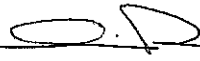
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, each intending to be legally bound hereby.

DEVELOPER:
MAIN LINE PADEL, LLC

Attest

Secretary

By:  _____
Managing Member

BOARD OF SUPERVISORS OF
TREDYFFRIN TOWNSHIP

Witness:

By: _____
, Chairman

Attest _____
Township Manager

EXHIBIT "A"

Final Plan Approval

BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP

Supervisors:
David Miller, *Chairman*
Julie Gosse, *Vice-Chair*
K.S. Bhaskar
Eamon Brazunas
Sharon Humble
Carlotta Johnston-Pugh
Hans Van Mol

CHESTER COUNTY
1100 DuPortail Road
Berwyn, PA 19312-1079

(610) 644-1400 FAX (610) 993-9186
Email: tredyffrin@tredyffrin.org
Website: www.tredyffrin.org

William Martin
Township Manager

Gawthrop Greenwood PC
Township Solicitor

March 3, 2026

Fred Fromhold, Esquire
Fromhold Jaffe Adams & Jun
795 East Lancaster Avenue - Suite 260
Villanova, PA 19085

Re: 341 E Conestoga Road – Preliminary/Final Land Development Plan Approval

Dear Mr. Fromhold:

This is to confirm that the Tredyffrin Township Planning Commission, at its public meeting held on February 19th, 2026, voted to grant preliminary/final land development approval of the Main Line Padel Land Development Plan for the property located at 341 E Conestoga Road, Wayne PA 19087, in accordance with the Land Development Plans ("Plan") prepared by Schock Group LLC., dated December 4th, 2024 and last revised December 10th, 2025, as detailed below.

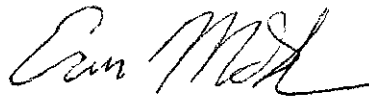
Preliminary/final approval was granted subject to the following waivers:

1. §181-23 - to permit the plan to be considered Preliminary / Final Land Development Plan.
2. §181-36.B.9 - to permit less than 300 feet of survey surrounding the site to be provided.
3. §181-46.M(4) – to provide a sidewalk width of 5-ft where 6-ft is required.

Please provide 8 full-size signed, notarized, and folded copies of the final plan sheets to be recorded. Please submit, as applicable, a Land Development Agreement, a Financial Security Agreement/Escrow Agreement, a Stormwater Management Operation and Maintenance Agreement prior to final plan recordation; and any required third-party governmental agency permits pertaining to the site work shown on the final plans must be obtained prior to the start of any work

If you have any questions, please let me know.

Sincerely,



Erin McPherson, BCO, CZO
Director of Planning & Zoning

EXHIBIT "B"

Financial Security Agreement

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

FINANCIAL SECURITY AGREEMENT – LETTER OF CREDIT

THIS FINANCIAL SECURITY AGREEMENT (the “Financial Security Agreement”) is entered into this ____ day of _____, 2026, by and between Main Line Padel, LLC, with a physical street address at 14 S. Bryn Mawr Ave., Suite 106, Bryn Mawr, PA 19010 (“Developer”), and the TOWNSHIP OF TREDYFFRIN, a Pennsylvania township governed by a home rule charter, with an address of 1100 DuPortail Road, Berwyn, Pennsylvania 19312 (“Township”).

BACKGROUND

A. Developer contemplates construction of internal streets, sidewalks, curbs, drainage facilities, landscaping and other such public and quasi-public improvements as are provided in the final approved plans, being a Preliminary/Final Land Development Plan for 341 East Conestoga Road, prepared by Shock Group, LLC, dated December 4, 2024, last revised December 10, 2025, consisting of 12 sheets.

B. An application for approval of the Plans has been submitted to, and approved by, the Township.

C. The Planning Commission granted Final Plan approval of the application for the proposed land development on February 19, 2026, subject to certain conditions, including the execution and acknowledgment of an agreement providing for the proper and timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion.

D. The improvements made the subject of this Financial Security Agreement are all public and quasi-public improvements shown on the Plan (the “Improvements”). For purposes of complying with Section 509(a) of the Pennsylvania Municipalities Planning Code, the estimated cost of construction of the Improvements, together with the estimated cost of ancillary services including engineering, legal, inspection and project administration, are specified in Exhibit "A" appended hereto and incorporated herein.

E. The construction of Improvements is to be done in accordance with the Developer Agreement dated the date hereof and entered into between Developer and Township (hereinafter called the "Developer Agreement"). The Developer Agreement sets forth the terms and conditions under which Developer may obtain permits and construct the development. The Developer Agreement is incorporated herein by reference without attachment hereto.

F. Pursuant to Section 181-34 of the Tredyffrin Township Code and Section 509 of the Pennsylvania Municipalities Planning Code, Developer is posting an irrevocable letter of credit as financial security, a copy of which is appended hereto as Exhibit "B" and made a part hereof,

(the "Letter of Credit") which shall be reserved for the purposes and disbursed only pursuant to the procedures described in this Financial Security Agreement.

NOW, THEREFORE, in consideration of Township relying upon the terms of this Financial Security Agreement as security for the conditions set forth in the Developer Agreement, and intending to be legally bound, Township and Developer hereby agree as follows:

1. Background paragraphs A through F are incorporated herein as if more fully set forth below.

2. Definitions; Interpretation.

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

- (1) "Completion Date" shall mean the date specified in Section 3.e of the Developer Agreement on or before which the Improvements shall be completed.
- (2) "Developer Agreement" shall mean that certain Developer Agreement of even date herewith by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.
- (3) "Financial Institution" shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.
- (4) "Financial Security" shall mean the financial security provided under and in accordance with the provisions of Section 4 and other provisions of this Agreement and with the provisions of Section 9 of the Developer Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.
- (5) "Improvements" shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and

landscaping and/or other Improvements or common amenities required by this Agreement and any applicable ordinances or regulations.

- (6) "MPC" shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, as restated and amended, as the same now exists and hereafter may be further amended.
- (7) "Plans" shall mean that certain Preliminary/Final Land Development Plan for 341 East Conestoga Road, prepared by Shock Group, LLC, dated December 4, 2024, last revised December 10, 2025, and recorded in the Office of the Recorder of Deeds in and for Chester County PA at plan _____ ("Plans"), consisting of various plan sheets, including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans.
- (8) "Secured Improvements" shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.
- (9) "Subdivision and Land Development Ordinance" shall mean the Subdivision and Land Development Ordinance of the Township, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.
- (10) "Subject Land Development" shall mean the proposed subdivision and land development of the portion of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.
- (11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for Township or engaged by Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance, the MPC or the Developer Agreement, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance, the MPC or the Developer Agreement.

3. Developer shall post the Letter of Credit from a Federal or Commonwealth chartered lending institution authorized to conduct business in the Commonwealth of Pennsylvania. The Financial Institution, as such escrow holder, shall be subject to approval of Township, which approval shall not be unreasonably withheld. The Letter of Credit shall be for a minimum term of two years from the date of Plan approval and shall be in a form reasonably acceptable to Township. The Letter of Credit shall be presentable for draws at a location in Chester County, Commonwealth of Pennsylvania, or at such other location approved by Township.

4. The Letter of Credit shall be in favor of Township and shall be in the sum of Three Hundred Thirty Two Thousand One Hundred Seventy-Seven and 50/100 DOLLARS (\$332,177.50), representing 115% of the cost of the Improvements as set forth in the Developer Agreement, the terms and conditions of which are incorporated herein. The letter of credit may be reduced by certain sums as set forth herein not to exceed 90% of said Letter of Credit (\$298,959.75) (the "Working Account"). The remaining balance of the Letter of Credit (\$33,217.75) shall be designated as the "Base Account" and shall not be released to the order of Developer until all of the Improvements as set forth on Exhibit "A" and the Plan are finally completed and finally inspected and approved by the Township Engineer, all outstanding fees due Township have been paid in full, and, where appropriate, a deed of dedication is accepted by Township and a maintenance bond as described in Section 509 of the Municipalities Planning Code, 53 P.S. §10509, is received by Township. Reduction and/or release of the Base Account from this Letter of Credit to the order of Developer shall be authorized by Township with respect to the public improvements upon acceptance of the deed of dedication and delivery of the maintenance bond and, with respect to the quasi-public improvements, upon final inspection thereof. Notice shall be given by Township to the financial institution posting the Letter of Credit, which notice shall be substantially the following form:

[FINANCIAL INSTITUTION] is hereby notified that a Deed of Dedication has been accepted by the Board of Supervisors of Tredyffrin Township, and a Maintenance Bond has been received with respect to the public improvements and that the quasi-public improvements have been finally inspected. [FINANCIAL INSTITUTION] is hereby authorized to cancel Letter of Credit No. _____, the original of which is enclosed.

Provided that, the financial institution may release funds from the Base Account of the Letter of Credit directly to Township pursuant to Paragraphs (10) and (11) hereof. Provided further that the balance of the Letter of Credit shall automatically be increased by an additional ten percent (10%) for each one (1) year period beyond the first anniversary date of the signing of this Agreement (the "Annual Security Increase"). Upon submission to Developer of an itemized bill for inspections

conducted by the Township Engineer or a bill from the Township Solicitor for applicable legal work, Developer shall pay to Township the said amount, payable within twenty (20) days after receipt of the itemized bill. If amount is not paid within twenty (20) days, Township may draw said amount from the Letter of Credit.

5. The Financial Security shall be held in the taxpayer identification number of Developer.

6. The financial institution will issue the Letter of Credit as security to cover the completion of any and all Improvements as required by the Plan and the Developer Agreement and pay all estimated costs associated therewith as specified in Exhibit "A" attached hereto.

7. It is agreed that if Developer shall install and dedicate the Improvements secured hereby within the time limits set forth in the Developer Agreement or as modified by the parties all according to law, all in strict accordance with the plans and applications so approved, and in accordance with applicable ordinances of Township and with all statutes, laws, ordinances and rules and regulations of all governmental bodies or agencies having jurisdiction over the work or any part hereof involved in the Developer Agreement, Township shall, upon acceptance of dedication and final inspection and approval of the quasi-public improvements, authorize the release of the balance of the Letter of Credit to Developer and this Agreement shall thereupon terminate. In the event of default by Developer, Township may utilize and direct payment of such funds within the Letter of Credit for and only for completion of those public and quasi-public improvements secured as shown on said plan, for all costs as specified in Exhibit "A" attached hereto and for any legal costs incurred by Township to enforce the provisions of the Developer Agreement.

8. As the work involved progresses, Developer may request a reduction in the Letter of Credit by providing Township with: a list of all completed improvements and the amount of reduction requested. Once the Township Engineer inspects the completed improvements and is satisfied they are completed in accordance with the plans, the Township Engineer shall inform Township in writing, of the amount of the authorized reduction. The authorized reduction amount shall equal the total amount approved for the completed improvements, less any required Annual Security Increase. Township will direct the financial institution to reduce the Letter of Credit Working Account by certain sums. Any reductions in the amount of the Letter of Credit Working Account shall be limited to those amounts authorized by the Township Engineer and Board of Supervisors in writing, in the form as shown on Exhibit "C" attached hereto. Such certificates of completion shall constitute full authorization to the financial institution to make reductions in the Letter of Credit Working Account established hereunder.

9. Township reserves the right to refuse or limit a request for release of the Financial Security, or to increase or otherwise adjust the amount of the Financial Security on an annual basis, if, in the commercially reasonable opinion of the Township Engineer, the balance of the Financial Security is insufficient to complete the Secured Improvements, or to pay any of the other costs, expenses or fees for which the Financial Security has been established, as a result of any foreseeable or unforeseeable events which may arise at any time prior to the completion of the

Secured Improvements, including, without limitation, interruptions in construction and inflationary increases in the cost of materials.

a. Notice of any such additional financial security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by Township to Developer, and Developer shall post the amount of the additional financial security, increase or other adjustment within thirty (30) days of the date of such notice.

b. In the event that Developer fails to fully post the additional Financial Security, increase or other adjustment within the said thirty (30) day period, Township, in addition to such other or further rights and remedies as may be available, shall have the right to (i) withdraw or revoke all building and all other permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, (ii) refrain from issuing new permits of any kind for the Subject Property and/or the Subject Subdivision/Land Development, and (iii) issue one or more stop, cease and desist orders concerning further work upon construction of the Secured Improvements and/or other Improvements. Upon the issuance and delivery of any such stop, cease and desist order, Developer shall cease all further work on the construction of the Secured Improvements and/or other Improvements described in the order; provided, however, that upon posting of such additional financial security, increase or other adjustment in the Financial Security as required herein, the Township shall withdraw the stop, cease and desist order(s), and Developer may resume work on the construction of the Secured Improvements and/or other Improvements, and any building and other permits previously revoked or withdrawn shall be reinstated.

c. Any funds posted or provided under this Section 9 as additional financial security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Financial Security Agreement.

10. Township Right to Complete Improvements. Township shall have the right, but not the obligation, to complete the Improvements if any of the following occurs:

a. the credit of Developer becomes impaired;

b. any assignment for the benefit of Developer's creditors; or any proceedings intended to liquidate or rehabilitate Developer, or the initiation of proceedings under federal bankruptcy law or any state laws relating to insolvency, receivership, or debt adjustment in which Developer is a named bankrupt or insolvent;

c. Developer, without defense, fails to pay bills presented to it which are due in a normal course of business and with respect to the public improvements;

d. Developer, after notice from Township and as further provided in Paragraph (11) below, has failed within sixty (60) days (subject to force majeure) to complete or commence and proceed with due diligence to complete, the correction of work improperly done or defective materials installed; or

e. the work has not been completed in a good and workmanlike manner with such time periods set forth in the Developer Agreement in accordance therewith.

In that event, Township may, at its option, after prior notice in writing to Developer, enter into possession and undertake to complete the improvements described herein and for which the security is furnished hereby. The work may be done either by Township's own agents or by contract, and the cost of completion of said work shall be paid by Township only from the balance then remaining in the said Letter of Credit; provided, however, that any balance remaining in the Letter of Credit after completion by Township, shall be released to Developer. It is further provided, in the event the cost of completion shall exceed the balance remaining in the Letter of Credit at the time of Developer's failure, refusal or neglect, Developer agrees to pay Township, within ten (10) days after receipt of written notice by Township, such amount as Township requires to make up any deficit in the cost of completion. Cost of completion, as used in this Agreement, is defined to include the cost of material, labor, construction and installation costs, engineering and inspection charges, Township Solicitor's charges, plus the cost of all permits, bonds, insurance and the maintenance bond for eighteen (18) months, as in the Agreement provided, and reasonable and actual expenses incurred by Township as a result of Developer's breach. Township shall be reimbursed immediately from the Letter of Credit by the financial institution without approval by Developer upon certification of Township Board of Supervisors to the Financial Institution. Developer hereby acknowledges and agrees that Township's cost to complete the work may include increased labor costs over and above the estimates costs in Exhibit "A" as a result of the prevailing wage laws and that Developer shall agree to be responsible for such increased costs to complete the improvements.

11. In the event of inadequate, improper or untimely construction of any of the aforesaid improvements, or of the failure to construct the said improvements in accordance with the approved plans and specifications and the terms and conditions of any approval thereof, or any occurrence described in Paragraph (10) hereof, such portions of the Letter of Credit as necessary may be applied for the cost of completion and/or for the proper completion and/or construction of said improvements; it being provided, however, that in the event the Township Engineer reasonably determines that said improvements have not been completed in a timely fashion or have been improperly constructed, sixty (60) days notice shall be given to Developer of such defective or incomplete work as is reasonably determined by said engineer (such notice shall contain a detailed description of all work required to be performed), and Developer shall have the aforesaid period of sixty (60) days within which to commence the completion or correction of said defects. If commencement of the correction or completion of the work has not occurred within the said sixty (60) day period (subject to force majeure) or if correction or completion has commenced but, thereafter, Developer fails to continuously marshal at the job site sufficient men and material to complete or correct the work with all due diligence, then the Financial Institution, upon notice from Township shall to release from the said Letter of Credit the sum of money requested by

Township for correction of the inadequate, improper or untimely construction. Township's demand for such payment, signed by the Township Secretary, together with a Certification of Compliance by Township of the notice provisions of this Paragraph, will be all the authority the Financial Institution needs or requires to pay such sums to Township and may be in substantially the following form:

Pay to the order of Township of Tredyffrin the sum of _____ Dollars (\$_____) from the (name of Financial Institution) Letter of Credit No. _____ established for the benefit of said Township, pursuant to a Financial Security Agreement dated as of the _____ day of _____, 20____, executed by in accordance with a Developer Agreement entered into between said Township and Developer dated as of the _____ day of _____, 20____, relative to the construction and installation of certain improvements in a development known as the 341 East Conestoga Road (Main Line Padel Land Development). Township certifies that it sent Developer the attached notice on indicating that certain improvements listed thereon have been improperly constructed or have not been completed and said improvements remain uncompleted or the defective condition thereof remains uncorrected as of this date.

Date: _____

TREDYFFRIN TOWNSHIP

By: _____

12. All parties recognize that the financial institution is merely posting the Letter of Credit in question in order to insure the obligations of Developer. The financial institution's obligation to disburse all or part of the Letter of Credit on demand of Township and in accordance with the Financial Security Agreement shall not be impaired by the bankruptcy or insolvency of Developer or by the default of Developer under any construction loan agreement, by the termination of any construction loan agreement for any reason or by the default by Developer of any obligation due and owing to financial institution. Financial institution shall exercise no discretion with respect to payment over of the Letter of Credit to Township and when proper and timely demand is made by Township upon financial institution, financial institution shall pay over said funds in accordance with the terms of this Agreement and shall be released, thereafter, from any further liability to either Developer or Township. It is neither the responsibility nor the right of the financial institution to exercise any discretion whatsoever with respect to whether Township is right or correct in its demand for said funds. Financial institution's sole responsibility is to pay over those funds upon demand.

13. Term or Replacement of Financial Security.

a. The Financial Security shall be automatically extended from year to year for additional periods of twelve (12) months from the original or each future expiration date, without amendment, unless the Financial Institution shall have notified the Township in writing, not less than sixty (60) days before such expiration date, that the Financial Institution elects not to

renew the Financial Security. The Financial Institution's notice of such election must be sent to the Township by certified mail addressed to the above Township address, return receipt requested. A copy of the same shall be forwarded to the Township Solicitor and Township Engineer. In the event that the Financial Institution provides the above-notice of its intent not to renew the Financial Security, the Township may draw upon the Financial Security to secure the completion of the remaining Secured Improvements, unless the Developer provides substitute Financial Security acceptable to the Township at least forty-five (45) days prior to the date of expiration of the then effective Financial Security. It shall be the continuing responsibility of the Developer to ensure that the Financial Security (or the acceptable substitute thereof) shall not be terminated or closed or expired but shall be and remain open until the final release of funds therefrom in accordance with and pursuant to Section 19 of this Agreement.

b. Developer further agrees that if it determines or obtains knowledge during the continuance of this Financial Security Agreement that the Financial Institution is, may be or will be unable to honor, provide or maintain the Financial Security for any reason whatsoever in accordance with this Agreement and the Developer Agreement (including, but not limited to, the reason that control of the Financial Institution is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), Developer shall, immediately, but in no event later than two (2) business days after making such determination or obtaining such knowledge, give written notice of the same to Township. Within thirty (30) days after either the aforesaid notice is given by Developer or such other time as Township notifies Developer that the Financial Security does not exist to the reasonable satisfaction of Township, Developer shall obtain additional or substituted financial security with another financial institution as shall be satisfactory to Township. The failure of Developer to provide such additional or substituted financial security shall allow Township, in addition to other or further rights and remedies as may be available, to revoke all permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, to refuse to issue any new permits, and/or to issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until such additional or substituted financial security is provided to Township's satisfaction.

14. Developer hereby acknowledges and agrees that the costs specified in Exhibit "A" attached hereto are estimates of the costs to complete the improvements required under the Pennsylvania Municipalities Planning Code and the applicable ordinance of Tredyffrin Township, and that the financial security submitted by Developer shall secure all improvements required to be constructed in accordance with the Plan.

a. If Developer fails to reimburse Township any costs, expenses or fees in accordance with and pursuant to the terms of the Developer Agreement, Developer shall be in default of this Financial Security Agreement, and Township shall be authorized to collect the amount thereof from and under the Financial Security (notwithstanding that the amount of the Financial Security, but for this Subsection a, is not now or hereafter specifically established to guarantee, secure or otherwise cover the payment of such costs, expenses or fees) in same manner and to the same extent as a default made and provided for under Section 10 of this Financial Security Agreement.

15. Developer hereby acknowledges and agrees that the financial security posted hereunder to secure Developer's legal responsibility to complete the public and quasi public improvements depicted on the Plan is, at all times, comprised of private funds and does not in any way constitute public funds. Developer further acknowledges and agrees that, in the event Township declares a default under the Developer Agreement and commences construction of the improvements, Township shall not be required to bid such services and that Township shall be permitted to use Township's own staff or private contractors to complete the improvements, Developer agrees to promptly reimburse Township if any state law or local ordinance results in an increased cost(s) to complete the improvements above the estimates contained in Exhibit "A" hereto and the financial security is not sufficient to pay said costs.

16. The rights, duties, and obligations of Township and Developer under this Financial Security Agreement shall survive Township's demand for release of, receipt of, and application of the escrowed funds directly to or by Township.

17. The terms and provisions of this Financial Security Agreement are intended solely for the benefit of Developer and Township and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other party. Neither contractors of the Developer, nor Owners of Lots within, or adjoining, the Property shall be considered beneficiaries of this Agreement, and, accordingly, shall have no rights hereunder, including, and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

18. The terms and provisions of this Financial Security Agreement are to be interpreted under Pennsylvania law and the Developer stipulates to submit to Pennsylvania jurisdiction and Chester County venue in the event of legal action arising out of this Financial Security Agreement. All claims arising from this Financial Security Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.

19. Final Release of Financial Security; Termination of Agreement.

a. After all the Secured Improvements have been completed fully in accordance with the Developer Agreement to the satisfaction of the Township, and after all the provisions of the Developer Agreement and this Financial Security Agreement have been satisfied fully by Developer (including the payment of all costs, expenses and fees for which Developer is responsible under both said agreements), Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by Township shall be the final release of funds from the Financial Security, and shall further release Developer from and under the Financial Security and this Financial Security Agreement.

b. At and upon the aforesaid Township authorized release of the balance of the Financial Security, this Financial Security Agreement shall terminate without further action of the parties being required.

20. Validity and Enforceability of Financial Security.

a. The Financial Security shall be valid, and shall be maintained by Developer in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Financial Security Agreement.

b. During the continuance of this Financial Security Agreement, Developer shall, as may be requested by written notice from Township from time to time or at any time, provide verification and proof to Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be satisfactory to Township.

c. Developer agrees and hereby authorizes the Financial Institution, during the continuance of this Financial Security Agreement, to release to Township any information as may be requested from time to time or at any time by Township concerning the financial affairs of Developer relative to this Financial Security Agreement and the Financial Security.

d. Developer agrees that any and all notices from Township to the Financial Institution demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Financial Institution if given to the Financial Institution during the continuance of this Financial Security Agreement.

21. Township Non-Responsibility.

a. Neither this Financial Security Agreement nor the Developer Agreement (including any actions taken by Township in or related to the review, consideration and/or approval of the Plans and Subject Subdivision/Land Development) shall impose, or be construed to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Secured Improvements and/or other Improvements, or render Township liable for the costs of any work to be performed under or in connection with the Developer Agreement or for any other costs to be incurred under or in connection with this Agreement or the Developer Agreement, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer.

22. Financial Institution Non-Responsibility.

a. Developer agrees that Financial Institution shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

b. Developer further agrees that Financial Institution shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement and the Developer Agreement that apply to the Financial Security and the actions which the Financial Institution is to take or not take with respect to the Financial Security.

c. Developer further agrees that the obligations of the Financial Institution under this Agreement and the Developer Agreement, and under and with respect the Financial Security, are for the sole benefit of Township, and shall not be affected, in any way, by any default, action or omission of Developer.

d. Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements.

e. It shall be noted that, to the extent that the Financial Institution undertakes any action that would affect the validity of the Financial Security hereunder (including merger or dissolution), the Financial Institution shall provide sixty (60) days' prior notice to the Township and Developer of the same, in which instance the Developer shall be responsible for providing full and complete alternative Financial Security, failing which the Township has the right, but not the obligation to draw down upon all remaining Financial Security.

23. Charges of Financial Institution.

a. Any and all charges made by the Financial Institution for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Financial Institution under, pursuant and/or related to this Financial Security Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend Township from and against any such charges.

24. Interest.

a. If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Financial Security Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

25. Insolvency of Developer.

a. Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Financial Security Agreement are not and shall not be considered part of the estate of Developer.

26. Notices.

a. Except as may be otherwise specifically provided in this Agreement:

- (1) Any notice, demand or other communication required, authorized or permitted to be given under this Financial Security Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.
- (2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

27. Miscellaneous.

a. Waiver. Neither the failure nor any delay on the part of Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against Township unless it is in writing signed by a duly authorized representative of Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of Township. Any such assignment or delegation, without such consent, shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to Township at law or in equity.

d. Headings. The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

g. Binding Effect. Subject to Section 17 above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made part hereof and the Developer Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

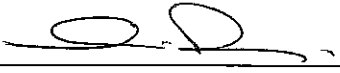
Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement the date above-mentioned.

Attest

DEVELOPER:

MAIN LINE PADEL, LLC

By:  _____
Managing Member

BOARD OF SUPERVISORS OF
TREDYFFRIN TOWNSHIP

By: _____
Chairman

Attest

Township Manager

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF Delaware

:

SS

:

On this, this 14th day of April, 2026 before me, a notary public, personally appeared Sunit DeSou who acknowledged himself to be the managing member of Mainline Padel LLC and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the _____ by himself as _____.

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

Stephanie Ann Sullivan
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Stephanie Ann Sullivan, Notary Public
Delaware County
My commission expires June 22, 2027
Commission number 1291484
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

On this, the _____ day of _____, 20____, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared _____, who acknowledged himself/herself to be the Chairman of the Board of Supervisors of Tredyffrin Township, and that as such officer, executed the same for the purposes therein contained.

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

Notary Public

EXHIBIT "A"

ESTIMATED CONSTRUCTION COSTS

(ATTACHED)



**REMINGTON
& VERNICK
ENGINEERS**

Croton Road Corporate Center
555 Croton Road, Suite 401
King of Prussia, PA 19406
O: (610) 940-1050
F: (610) 940-1161

May 5 2025

Ms. Erin McPherson, CZO
Director of Planning and Zoning
Tredyffrin Township
1100 DuPortail Road
Berwyn PA, 19312

RE: Financial Security and Inspection Escrow Determination - Revised
341 E. Conestoga Road (SR 1006)
Tredyffrin Township
RVE File #PCTFP006

Dear Erin:

Remington & Vernick Engineers (RVE) is in receipt of a cost estimate from Main Line Padei, LLC (hereafter "Developer") for the development referenced above. The estimate was prepared in accordance with the activities described on the plans entitled "Preliminary/Final Land Development Plans" last revised 1/21/2025, prepared by Schock Group, LLC of Conshohocken, PA.

RVE has reviewed the Developer's cost estimate as well as the plans and has prepared an estimated Cost of Completion for these site improvements. The estimated Cost of Completion thereof is \$288,850.00 (estimate enclosed).

In accordance with the requirements of Tredyffrin Township, the Developer is required to provide financial security in an amount equal to 110% of the Cost of Completion. The Developer shall provide an inspection escrow in an amount equal to 5% of the financial security. Therefore, an inspection escrow in the amount of \$14,442.50 is required for this project.

Therefore, financial security in the amount of \$332,177.50 is required for this project.

Should you have any questions, please feel free to contact our office at 610-940-1050.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By

Andrew Pockl, P.E., CFM
Associate, Municipal Team Lead

AP/jls

Enclosure

Financial Security and Inspection Escrow Determination
341 Conestoga Road
Page 2 of 2

cc: 347 East Conestoga Road LP, Owner (via email)
Main Line Padel LLC, Applicant (via email)
Schock Group LLC, Plan Preparer
William Martin, Township Manager, Tredyffrin Township
Christopher J. Fazio, P.E., C.M.E., Executive Vice President

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**

REVISED
Date: **5/2/2025**

Project: **Conestoga Road Padel**

Escrow Release #

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
1	Construction Stakeout	LS	1	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00
	SUBTOTAL:				\$ 2,500.00		\$ -	\$ -	\$ 2,500.00
	CLEARING & SITE WORK								
2	Clearing & Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
	SUBTOTAL:				\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	EROSION CONTROL								
3	Construction Entrance	EA	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
4	Concrete Washout	EA	1	\$ 500.00	\$ 500.00				\$ 500.00
5	Inlet Protection	EA	8	\$ 500.00	\$ 4,000.00				\$ 4,000.00
6	18" Silt Sock	LF	230	\$ 10.00	\$ 2,300.00				\$ 2,300.00
7	Super Silt Fence	LF	201	\$ 10.00	\$ 2,010.00				\$ 2,010.00
8	Tree Protection Fence	LF	384	\$ 10.00	\$ 3,840.00				\$ 3,840.00
9	Maintenance of Controls	LS	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
	SUBTOTAL:				\$ 15,650.00	\$ -	\$ -	\$ -	\$ 15,650.00
	EARTHWORK								
10	Rough Grading	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
	SUBTOTAL:				\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	SANITARY SEWER								
11	Sanitary Lateral 4" PVC w/ cleanouts	LF	150	\$ 65.00	\$ 9,750.00				\$ 9,750.00
12	Sanitary Lateral Connection	EA	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
	SUBTOTAL:				\$ 11,750.00	\$ -	\$ -	\$ -	\$ 11,750.00
	STORMWATER								
13	8" HDPE Storm Pipe	LF	6	\$ 50.00	\$ 300.00				\$ 300.00
14	8" HDPE Storm Pipe	LF	119	\$ 70.00	\$ 8,330.00				\$ 8,330.00
15	10" HDPE Storm Pipe	LF	164	\$ 85.00	\$ 13,940.00				\$ 13,940.00
16	15" HDPE Storm Pipe	LF	58	\$ 100.00	\$ 5,800.00				\$ 5,800.00
17	2' x 2' Inlet	EA	4	\$ 3,000.00	\$ 12,000.00				\$ 12,000.00
18	Small Park Grate	EA	4	\$ 1,000.00	\$ 4,000.00				\$ 4,000.00
19	Doghouse Manhole	EA	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
20	MRC System #1 ("Stormkeeper")	LS	1	\$ 75,000.00	\$ 75,000.00				\$ 75,000.00
21	Outlet Structure	EA	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
22	Fabco Stormbasins	EA	4	\$ 1,000.00	\$ 4,000.00				\$ 4,000.00
	SUBTOTAL:				\$ 132,520.00	\$ -	\$ -	\$ -	\$ 132,520.00
	PAVING								
23	1.5" Asphalt Wearing Course	SY	800	\$ 15.00	\$ 12,000.00				\$ 12,000.00
24	2.5" Asphalt Binder Course	SY	800	\$ 22.00	\$ 17,600.00				\$ 17,600.00
25	6" 2A Stone Subbase	SY	800	\$ 15.00	\$ 12,000.00				\$ 12,000.00
26	Permanent Roadway Restoration	SY	75	\$ 28.00	\$ 2,100.00				\$ 2,100.00
	SUBTOTAL:				\$ 43,700.00	\$ -	\$ -	\$ -	\$ 43,700.00
	SIDEWALK								
27	Concrete Sidewalk	SY	35	\$ 126.00	\$ 4,375.00				\$ 4,375.00
28	ADA Curb Ramp	EA	2	\$ 5,000.00	\$ 10,000.00				\$ 10,000.00
29	Concrete Curb	LF	440	\$ 30.00	\$ 13,200.00				\$ 13,200.00
	SUBTOTAL:				\$ 27,575.00	\$ -	\$ -	\$ -	\$ 27,575.00
	LANDSCAPING/LIGHTING								
30	Deciduous Trees	EA	19	\$ 500.00	\$ 9,500.00				\$ 9,500.00
31	Evergreen Trees	EA	20	\$ 500.00	\$ 10,000.00				\$ 10,000.00
32	Shrubs	EA	65	\$ 125.00	\$ 8,250.00				\$ 8,250.00
33	Lighting	EA	4	\$ 1,500.00	\$ 6,000.00				\$ 6,000.00
34	Topsoil, Seed, and Straw	LS	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**
Escrow Release #

REVISED
6/2/2025

Project: Conestoga Road Padel

Date:

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
	SUBTOTAL:				\$ 35,250.00		\$ -	\$ -	\$ 35,250.00
	ENGINEERING								\$ 400.00
35	Monuments	EA	2	\$ 200.00	\$ 400.00				\$ 1,995.00
36	As-Built Plans	LS	1	\$ 1,995.00	\$ 1,995.00				\$ 2,395.00
	SUBTOTAL:				\$ 2,395.00		\$ -	\$ -	\$ 2,395.00
	MISCELLANEOUS								\$ 2,000.00
37	Final Stabilization	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 8,000.00
38	Perimeter Fencing	LF	400	\$ 20.00	\$ 8,000.00				\$ 500.00
39	Bicycle Storage Rack	EA	1	\$ 500.00	\$ 500.00				\$ 10,500.00
	SUBTOTAL:				\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
	SIGNS AND STRIPING								\$ 500.00
40	Crosswalk Striping	EA	1	\$ 500.00	\$ 500.00				\$ 810.00
41	4" Line Striping	LF	324	\$ 2.50	\$ 810.00				\$ 500.00
42	ADA Parking Striping	EA	1	\$ 500.00	\$ 500.00				\$ 1,200.00
43	Traffic Signs	EA	4	\$ 300.00	\$ 1,200.00				\$ 3,010.00
	SUBTOTAL:				\$ 3,010.00	\$ -	\$ -	\$ -	\$ 288,860.00
	SUBTOTAL:				\$ 288,860.00	\$ -	\$ -	\$ -	\$ 14,442.50
	5% TOWNSHIP INSPECTION PER MPC				\$ 14,442.50	\$ -	\$ -	\$ -	\$ 28,885.00
	10% CONTINGENCY PER MPC				\$ 28,885.00	\$ -	\$ -	\$ -	\$ 332,177.50
	TOTAL TOWNSHIP PROPOSED ESCROW				\$ 332,177.50	\$ -	\$ -	\$ -	\$ 332,177.50

Township Signature _____

Date _____

EXHIBIT "B"
LETTER OF CREDIT
(ATTACHED)

**(ATTACH COPY OF LETTER OF CREDIT
ORIGINAL TO TREDYFFRIN TOWNSHIP)**

JPMORGAN CHASE BANK, N.A.
TRADE & WORKING CAPITAL
10410 HIGHLAND MANOR DRIVE, FLOOR C3
TAMPA, FL 33610-9128
SWIFT: CHASUS33

To:
Main Line Padel LLC
14 S BRYN MAWR AVE
STE 106
BRYN MAWR, PA, 19010-3216

Date: 09 Jul 2025
Subject : Acknowledgement Advice for Standby Letter of Credit
Our Reference : NUSCGS057099

Dear Sir/Madam,

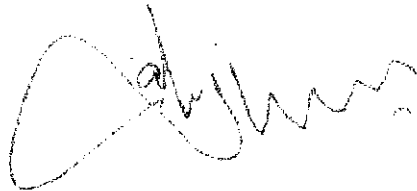
Your Reference : TREDYFFRIN TOWNS
Standby LC Reference : NUSCGS057099
Account Party : Main Line Padel LLC
14 S BRYN MAWR AVE
STE 106
BRYN MAWR, PA, 19010-3216
Beneficiary : TREDYFFRIN TOWNSHIP
110 DUPORTAIL ROAD, BERWYN, PA
19312, ATTN: ERIN MCPHERSON, BCO, CZO
DIR OF PLANNING AND ZONING

As per your request we have issued our Irrevocable Standby Letter of Credit in the favor of beneficiary under our reference number stated above.

We hereby enclose the copy of the Irrevocable Standby Letter of Credit for your information and record purpose.

All inquiries regarding this transaction may be directed to our Client Service Group quoting our reference NUSCGS057099 using the following contact details:
Telephone Number: 1-800-634-1969
Email Address: gts.client.services@jpmchase.com

Yours Faithfully,
JPMorgan Chase Bank, N.A.,



Authorized Signature
Tahir H Rana
VP - Operations Manager

COPY OF STANDBY LETTER OF CREDIT ISSUED

DATE : 09 Jul 2025

IRREVOCABLE STANDBY LETTER OF CREDIT REFERENCE NO.: NUSCGS057099

TO: TREDYFFRIN TOWNSHIP
110 DUORTAIL ROAD, BERWYN, PA
19312, ATTN: ERIN MCPHERSON,BCO,CZO
DIR OF PLANNING AND ZONING

DEAR SIR/MADAM,

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

BENEFICIARY	:	TREDYFFRIN TOWNSHIP 110 DUORTAIL ROAD, BERWYN, PA 19312, ATTN: ERIN MCPHERSON,BCO,CZO DIR OF PLANNING AND ZONING
ACCOUNT PARTY	:	MAIN LINE PADEL LLC 14 S BRYN MAWR AVE STE 106 BRYN MAWR, PA, 19010-3216
DATE OF EXPIRY	:	01-SEP-2026
PLACE OF EXPIRY	:	OUR COUNTER
AMOUNT	:	USD 332,177.50
APPLICABLE RULE	:	ISP LATEST VERSION

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AT SIGHT WITH JPMORGAN CHASE BANK, N.A. UPON PRESENTATION OF BENEFICIARY'S SIGNED AND DATED STATEMENT READING AS FOLLOWS:

"THE AMOUNT OF THIS DRAWING USD....., UNDER JPMORGAN CHASE BANK N.A. LETTER OF CREDIT NO. NUSCGS057099 REPRESENTS FUNDS DUE TO US, AS MAIN LINE PADEL LLC HAS FAILED TO MEET ITS OBLIGATIONS UNDER THAT CERTAIN FINANCIAL SECURITY AGREEMENT WITH TREDYFFRIN TOWNSHIP AND THE AMOUNT CLAIMED HAS BECOME DUE AND REMAINS UNPAID."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL ONE (1) YEAR PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST 60 DAYS PRIOR TO THE CURRENT EXPIRY DATE WE SEND NOTICE IN WRITING TO YOU AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD.

UPON SUCH NOTICE TO YOU, YOU MAY DRAW ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN- APPLICABLE EXPIRY DATE, BY PRESENTATION OF YOUR DRAFT AND DATED STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR OFFICIALS READING EXACTLY AS FOLLOWS.

"THE AMOUNT OF THIS DRAWING USD..... UNDER JPMORGAN CHASE BANK, N. A. LETTER OF CREDIT NUMBER NUSCGS057099 REPRESENTS FUNDS DUE TO US AS WE HAVE RECEIVED NOTICE FROM JPMORGAN CHASE BANK, N. A. OF THEIR DECISION NOT TO AUTOMATICALLY EXTEND LETTER OF CREDIT NUMBER NUSCGS057099 AND THE UNDERLYING OBLIGATION REMAINS OUTSTANDING, AND HAS FAILED TO EITHER OBTAIN AN EXTENSION OF THIS LETTER OF CREDIT OR PROVIDE A REPLACEMENT LETTER OF CREDIT OR OTHER TYPE OF SECURITY ACCEPTABLE TO US."

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

WE ENGAGE WITH YOU THAT DOCUMENTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED IF PRESENTED AT OUR COUNTERS AT 10410 HIGHLAND MANOR DRIVE, 3RD FLOOR, TAMPA, FLORIDA 33610-9128 ATTN: TRADE OPERATIONS - STANDBY LC'S ON OR BEFORE THE EXPIRATION DATE. PRESENTATION MAY BE MADE VIA REGISTERED MAIL, NEXT BUSINESS DAY COURIER OR BY FACSIMILE AS PROVIDED HEREIN. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE BY WIRE TRANSFER TO THE BENEFICIARY'S ACCOUNT PER THEIR INSTRUCTIONS. ALL DOCUMENTS PRESENTED MUST BE IN ENGLISH.

DRAWINGS HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER 856-294-5267 UNDER TELEPHONE PRE-ADVICE AT 1-800-634-1969. SUCH FAX PRESENTATIONS) MUST BE RECEIVED ON OR BEFORE THE EXPIRY DATE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT. ANY SUCH FAX PRESENTATION SHALL BE CONSIDERED THE SOLE OPERATIVE INSTRUMENT OF DRAWING. IN THE EVENT OF PRESENTATION BY FAX, THE ORIGINAL DOCUMENTS SHOULD NOT ALSO BE PRESENTED.

THIS LETTER OF CREDIT MAY BE CANCELLED PRIOR TO EXPIRATION PROVIDED A WRITTEN STATEMENT, SIGNED BY THE BENEFICIARY, IS RECEIVED BY JPMORGAN CHASE BANK, N.A., AT OUR ADDRESS AS INDICATED HEREIN, STATING THAT THE LETTER OF CREDIT NUMBER NUSCGS057099 IS NO LONGER REQUIRED AND CAN BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98").

All inquiries regarding this transaction may be directed to our Client Service Group quoting our reference NUSCGS057099 using the following contact details:
Telephone Number: 1-800-634-1969
Email Address: gts.client.services@jpmchase.com

Yours Faithfully,

JPMorgan Chase Bank, N.A.,



Authorized Signature
Tahir H Rana
VP - Operations Manager

END OF COPY

EXHIBIT "C"

LETTER OF CREDIT REDUCTION

CERTIFICATE OF COMPLETION

We, the undersigned, hereby certify that the work provided for in a certain Subdivision and Land Developer Agreement between Tredyffrin Township and _____, Developer, dated the _____ day of _____, 20____ relative to the construction and installation of certain improvements in a development known as _____, has been completed to the extent of _____% representing _____ Dollars (\$_____). We, as Beneficiary authorize the reduction of (name of Financial Institution) Letter of Credit Number established and set over to _____ Township, pursuant to a Financial Security Agreement dated the _____ day of _____, 20____, by the amount of \$(Insert Reduction Amount), the new balance of the Letter of Credit will be \$(Insert New Balance). It is agreed that the reduction of the Letter of Credit hereby authorized shall not be construed as acceptance of the work by said Township and said Township hereby reserves the right to reinspect the said work and to require Developer referred to in said Agreement to correct any and all deficiencies and defects. This Certificate does not authorize a reduction in the Letter of Credit below an amount of ten (10%) percent of the initial Letter of Credit balance (\$_____).

Date: _____

TREDYFFRIN TOWNSHIP

By: _____
Township Secretary

By: _____
Township Engineer

RETURN TO:

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

UPI Nos. 43-11F-173

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

MAIN LINE PADEL, LLC
("Owner")

and

TREDYFFRIN TOWNSHIP
("Township")

STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between **MAIN LINE PADEL, LLC** having a physical address of 14 S. Bryn Mawr Ave., Suite 106, Bryn Mawr, PA 19010 (hereinafter the "Owner"), and **TREDYFFRIN TOWNSHIP** with an address of 1100 DuPortail Road, Berwyn, Pennsylvania 19312 (hereinafter the "Township").

WITNESSETH

WHEREAS, the Owner is the owner of certain real property situate in Tredyffrin Township, Chester County, Pennsylvania and identified by UPI Nos. 43-11F-173 and further identified on a plan entitled Preliminary/Final Land Development Plan for 341 East Conestoga Road, prepared by Shock Group, LLC, dated December 4, 2024, last revised December 10, 2025 (consisting of 12 sheets), which received final approval by formal action of the Tredyffrin Township Planning Commission on February 19, 2026 for the construction of padel courts (hereinafter "Property"); and

WHEREAS, the Owner is proceeding to build and develop the Property with nonresidential uses; and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and Manual and the Tredyffrin Township Stormwater Management Ordinance, be constructed and adequately operated and maintained by the Owner, its successors and assigns; and

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

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

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Owner, provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Owner, its executors, administrators, assigns, and other successors in interests, shall release the Township's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs by the Owner or Township. In the event that a claim is asserted against the Township, its designated representatives or employees, the Township shall promptly notify the Owner, and the Owner shall defend, at its own expense, any suit based on the claim. If any judgment or claims against the Township's employees or designated representatives shall be allowed, the Owner shall pay all costs and expenses regarding said judgment or claim. The foregoing shall not apply where said claim or judgment results from the negligence or willful misconduct of the Township, its employees or designated representatives.
8. At a minimum of once per year following completion of the construction of the BMP's as required herein and the inspection and approval thereof by the Township, the Owner shall have the BMPs inspected by a Professional Engineer and following such inspection, Owner shall submit an inspection report to the Township for its review and records by April 1st of each year.
9. Updated contact information for the Owner shall be provided to the Township, Attn: Township Engineer, at the address noted above by January 1st of each year.

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


Signature page follows.

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

ATTEST/WITNESS:

ATTEST:

MAIN LINE PADEL, LLC

By: 
Name: SWIL DESAI
Title: MANAGING MEMBER

ATTEST:

TREDYFFRIN TOWNSHIP

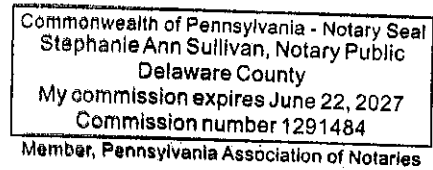
By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Delaware :

On this, the 14th day of April, 2026 before me, a Notary Public, the undersigned officer, personally appeared Sunil Desai, who acknowledged himself to be the managing member of Main Line Padell LLC and that as such, is authorized to executed the foregoing instrument for the purposes therein contained.

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

Stephanie Ann Sullivan
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

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

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

NOTARY PUBLIC

EXHIBIT "A"

STORMWATER OPERATION AND MAINTENANCE MANUAL

Post Construction Stormwater Management Operations & Maintenance Manual

Description of PCSM facility responsibilities

- A. The responsibility for the installation and maintenance and operation during construction of the permanent stormwater management systems and other facilities shall be the obligation of the contractor.
- B. The responsibility for the continued maintenance and operation of the permanent stormwater management systems and other facilities shall be the obligation of the owner.
- C. Effective stormwater management shall require maintenance and operation of drainage infrastructure for purposes of maintaining flow to prevent flooding or erosive conditions. All stormwater facility repairs shall be performed in a manner that does not exacerbate existing stormwater problems.
- D. PCSM BMPs shall be replaced in the event of failure to ensure proper function and operation.
- E. A written report documenting each inspection and all BMP repair and maintenance activities shall be provided.
- F. No BMP or man-made conveyance may be used by the owner or others for any purpose other than its intended stormwater control function.

Stormwater BMP - Non-Vegetated Subsurface MRC System (PCSM System #1)

- 1. The subsurface storage system must be inspected for routine maintenance a minimum of two times a year, once in the early spring and once in the fall after the majority of the leaves have fallen. Any accumulated debris or sediment shall be removed and any structural failures shall be repaired. Inspect for accumulation of sediment, damage to outlet control structure, erosion, signs of water contamination/spills, and instability. Leaf litter shall be removed annually.
- 2. Accumulated sediment shall be removed from the non-vegetated MRC system as needed to maintain infiltration through the MRC media and to maintain water quality functionality. The non-vegetated MRC shall be restored as necessary back to the original cross-section. All sediment shall be disposed of properly.
- 3. Four times a year following a major storm event (> 0.8 inches of rainfall), the subsurface system must be inspected to determine if it is draining within the required time

period (the water level shall drain down to the MRC orifice elevation within 7 days). The 24" standard manhole over the riser, and the vented cleanouts shall be opened at least twenty-four hours following a storm and the level of water in the bed noted. The inspection shall include a visual search for signs of leakage within the outlet control structure that may allow infiltration volume to short circuit and enter the overflow piping. No entrance into the subsurface system shall take place during the routine inspections. An access manhole is provided within the control structure to allow for maintenance to the MRC orifice if necessary. Adjustments to the inlets and cleanouts must be made if soil or other lawn debris is observed to be entering the system. If it is determined that the system is not operating properly, the system will need to be repaired or replaced. The municipality shall be contacted for approval of any modification or replacement of the system.

4. Trees shall not be planted or permitted to grow in the vicinity of the subsurface system or structures to ensure that tree roots do not puncture the filter fabric encapsulating the system or damage any stormwater collection/conveyance structure.
5. Preventative maintenance shall be performed which would include removal of leaves from lawn areas as soon as possible to avoid contamination or clogging of the system. Locating landscape-mulched areas away from concentrated runoff areas or swales that could wash mulch into inlets is recommended.
6. Upgradient catch basins and inlets shall be inspected and cleaned a minimum of twice a year and after significant runoff events (>0.80 inches of rainfall). Inlet grates must be kept free of leaves, sticks, mulch, and other lawn debris or trash that would prevent inflow of runoff. Sumps in sump boxes or inlet bottoms shall be cleared at the time of inspection and at any point when sediment has accumulated to the extent that debris is able to flow into the conveyance piping. Any weep holes in the bottom of the inlets or sump box shall be cleared to allow water to seep out.
7. The vegetation within the contributory drainage area of the non-vegetated MRC system shall be maintained in good condition, and any bare spots shall be revegetated. Care shall be taken to avoid excessive compaction by mowers. Mow only as appropriate for vegetative species.
8. All MRC components shall be maintained as indicated in these design drawings and as indicated in the stormwater bmp manual.
9. The property owner shall maintain records of all inspections and maintenance activity.

Stormwater Facility - Inlets

1. All sediment traps and inlets must be visually inspected for accumulated soil and debris a minimum of twice a year and after significant runoff events (> 0.8 inches of rainfall). Inlet grates must be kept free of leaves, sticks, mulch, and other lawn debris or trash that would prevent inflow of runoff. Sumps in sediment traps or inlet bottoms shall be cleared at the time of inspection and at any point when sediment has accumulated to the extent that debris is able to flow into the conveyance piping. Any weep holes in the bottom of the inlets or sediment trap shall be cleared to allow water to seep out.
2. Unsound structures or structures showing signs of soil entering the inlet through cracks shall be repaired or replaced according to design standards.
3. Any clean-out inlet, or level spreader that has been damaged by lawn equipment must be replaced or repaired. Clean-outs shall be maintained at grade. The configuration must not allow soil or other debris to clog the collection pipe. All collection pipes must be checked annually to ensure they are flowing freely. If the collection pipes become clogged, jet cleaning must be performed at the clean-outs. Additional protection must be made at the sediment trap during jet cleaning to ensure that debris is not transmitted to the stormwater system.
4. The inlets equipped with water quality inserts must be visually inspected for accumulated soil and debris a minimum of twice a year. The filter cartridges shall be replaced annually.

Failure Shall Be Defined As:

1. Poor construction technique.
2. Stormwater systems not completely dewater within 72 hours of the storm event.
3. A lack of site soil stabilization prior to the bmp receiving runoff, which greatly increases the potential for sediment clogging from contiguous land surfaces.
4. Inadequate pretreatment, especially of sediment-laden runoff, which can cause a gradual volume reduction and clogging of the control riser.
5. Lack of proper maintenance (erosion repair, re-vegetation, removal of detritus, catch basin cleaning, vacuuming of pervious pavement, etc.), which can reduce the longevity of MRC BMPs.
6. Inadequate design.

7. Guidance for corrective measures: if it is determined that vegetated MRC #1 will not control the rate and/or volume of stormwater runoff as designed, the system will need to be modified or replaced. The design engineer shall consider replacement in the same location or alternate locations or alternate BMPs. The township and county conservation district shall be contacted for approval of any modification or replacement of the system.

The Following Maintenance Activities Shall Be Performed Bi-Annually:

1. Plant alternative grass species in the event of unsuccessful establishment.
2. Reseed bare areas; install appropriate erosion control measures when native soil is exposed or erosion channels are forming.
3. Water during drought periods, fertilize and apply pesticide only when absolutely necessary.
4. Inspect swales immediately after the spring melt, remove residuals and replace damaged vegetation without disturbing remaining vegetation.

Prepared by/Return to:

Patrick M. McKenna, Esquire
Gawthrop Greenwood, PC
P.O. Box 562
West Chester, PA 19380

UPI No. 43-11F-173

**PENNDOT RIGHT-OF-WAY SANITARY SEWER FACILITIES OPERATIONS,
MAINTENANCE AND ENDOWMENT AGREEMENT**

This **SANITARY SEWER FACILITIES OPERATIONS AND MAINTENANCE AGREEMENT** (this "Agreement") is made this _____ day of _____, 20__, by and between the **TREDYFFRIN TOWNSHIP**, a Home Rule Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (the "Township") and Main Line Padel, LLC (the "Owner").

BACKGROUND

WHEREAS, Owner is the owner of that certain parcel of real property located within the jurisdictional limits of the Township measuring approximately 22,000 square feet in area, more or less, identified by the Board of Assessment of Chester County as Tax Map Parcel Number 43-11F-0173 and more fully described by meters and bounds on "**Exhibit A**" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Pursuant to the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 *et seq.* (the "MPC") and the Township Subdivision and Land Development Ordinance (the "SLDO"), the Township Planning Commission granted final land development approval (the "Approval") of the land development plan prepared for Owner by Shock Group, LLC dated December 4, 2024, last revised December 10, 2025, and consisting of twelve (12) sheets (hereinafter referred to as the "Plan"); and

WHEREAS, Pursuant to the terms of the Approval, Owner must complete certain public, quasi-public and private improvements with regard thereto (collectively, the "Approved Development"); and

WHEREAS, As more fully set forth on the Plan and on the Grading & Utility Plan prepared by Shock Group, LLC, dated December 4, 2024, last revised December 10, 2025 (being sheet 5 of the Plan) attached hereto as "**Exhibit B**" (the "Utility Plan"), Owner intends to extend a sewer lateral between the Property and a sewer main located within the right-of-way of E. Conestoga Road (S.R. 1006) as shown on the Utility Plan as the "Proposed Sanitary Main" (collectively, the "Sanitary Sewer Facilities"); and

WHEREAS, East Conestoga Road is owned by the Commonwealth of Pennsylvania and is subject to the jurisdiction of its Department of Transportation ("PennDOT"); and

WHEREAS, pursuant to the PennDOT Highway Occupancy Permit Operations Manual, Chapter 2.2 – Required Application Information for All Types of Permits, Name of Applicant – Utility Facilities, dated September 2022, PennDOT requires “an applicant for a utility permit must be the owner or operator of a utility facility.” Specifically, under 459.3(b)(1) PennDOT will not approve the construction of the Sanitary Sewer Facilities if the applicant is a Contractor and not the owner/operator for a Highway Occupancy Permit with regard to the Sanitary Sewer Facilities (the “HOP”); and

WHEREAS, Owner requested that the Township join with Owner as a co-applicant for (and co-permittee under) the HOP; and

WHEREAS, On and subject to the terms, conditions and provisions expressly set forth in this Agreement, the Township is willing to join with Owner as a co-applicant and co-permittee with regard to the HOP, as aforesaid.

NOW, THEREFORE, For and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner and the Township agree as follows:

1. Incorporation of Recitals. The recitals set forth in the Background section of this Agreement are incorporated herein as if set forth below in their entirety.
2. Execution and Delivery of Application. Upon the full execution of this Agreement by Owner and the Township, and the funding of the Maintenance Endowment required by Section 3 below, the Township agrees to execute (or cause to be executed) and deliver to Owner for immediate submission to PennDOT an application to PennDOT for the HOP in form and substance identical to that attached hereto as “**Exhibit C**”.
3. Endowment. Owner shall fund an endowment in the original principal amount of Two Thousand Six Hundred Twenty dollars (\$2,620.00) (together with any and all interest earned thereon, the “Maintenance Endowment”) for the purpose of allowing the Township to perform work pursuant to Section 7.C. of this Agreement.
 - a. Administration of Maintenance Endowment. The Township shall deposit and maintain the Maintenance Endowment in a segregated interest bearing account insured by the Federal Depositors’ Insurance Corporation or its successor and may utilize the Maintenance Endowment for the purpose of performing work pursuant to Section 7.C. of this Agreement. Upon Owner’s written request for the same from time to time (but not more frequently than annually), the Township shall certify to Owner the then current amount of the Maintenance Endowment and whether, at the time, the Township has any right pursuant to this Agreement to draw funds from the Maintenance Endowment.

- b. Replenishment of Maintenance Endowment. In the event that the Township shall draw upon the Maintenance Endowment pursuant to, and for the purposes set forth in, this Agreement, the Township shall provide written notice of the amount of such draw to Owner within one (1) Business Day (as hereinafter defined) of the same. The Township shall include with such notice written demand that Owner replenish the Maintenance Endowment within thirty (30) days of Owner's receipt of such notice so that, upon such replenishment, the balance of funds held in the Maintenance Endowment shall be Two Thousand Six Hundred Twenty dollars (\$2,620.00) representing fifteen percent (15%) of the cost of the sewer related work within the PennDOT right-of-way shown on "**Exhibit D.**" In furtherance, and not in limitation, of the foregoing, if in the exercise of his or her reasonable professional judgment the Township Engineer should determine at the time of the Township's written demand that Owner replenish the Maintenance Endowment pursuant to this Section 3.B. of this Agreement that the amount of the Maintenance Endowment shall be increased as a result of then-current costs of materials, labor or supplies, such determination shall be included in Township's written notice to Owner and Owners shall replenish the Maintenance Endowment at the amount as so determined by the Township Engineer. Notwithstanding, the immediately preceding sentence, Owner shall have the right to challenge the Township Engineer's determination with regard to any increase in the amount of the Maintenance Endowment in the manner set forth at Section 510(g) of the MPC, 53 P.S. §10510(g).

4. Timing of Establishment of Maintenance Endowment. Owner may fund the Maintenance Endowment upon issuance by PennDOT of the HOP but, in any event, shall fund the Maintenance Endowment not later than the time when Owner pays to Township the PennDOT Right-of-Way Sanitary Sewer Facilities Inspection Fees. If Owner shall not have funded the Maintenance Endowment by the time that Owner shall post financial security with regard to the Approved Development pursuant to Section 509 of the MPC, 53 P.S. §10509, Owner shall include in such financial security the amount of the Maintenance Endowment and Township shall release the same from such financial security pursuant to Section 509(j) of the MPC, 53 P.S. §10509(j), when Owner actually funds the Maintenance Endowment, as aforesaid.

5. Inspection Fees. To the extent (and only to the extent) that the same are not included in funds otherwise paid by the Owner pursuant to applicable law, Owner shall reimburse the Township for inspection fees incurred for inspection of the PennDOT Right-of-Way Sanitary Sewer Facilities (the "Sanitary Sewer Facilities Inspection Fees") as satisfaction of Owner's obligation under and pursuant to the applicable provisions of Chapter 163 of the Township Code as and if the PennDOT Right-of-Way Sanitary Sewer Facilities were within the scope of such chapter. The Township may withdraw funds for said inspections from the Maintenance Endowment in accordance with Section 3 above provided that the Township provides to Owner an itemized bill for Sanitary Sewer Facilities Inspection Fees in accordance with Section 510(g) of the MPC, 53 P.S. § 10510(g). Owner shall have the right to challenge the Sanitary Sewer Facilities Inspection Fees in accordance with Section 510(g) of the MPC, 53 P.S. § 10510(g). Nothing set forth in this Agreement shall be interpreted as waiving or releasing Owner from the payment of any applicable tax, fee, charge or assessment of any type imposed by

the Township under and pursuant to Chapter 163 of the Township Code now or in the future, or waiving or releasing Owner from otherwise complying with the Township's sanitary sewer requirements now or in the future.

6. Construction Responsibility; Financial Security for Construction.

- a. Obligation. Owner shall construct the Sanitary Sewer Facilities its own expense and without any cost or expense whatsoever to the Township, all in substantial conformity with the Plan and the Utility Plan and in a good and workmanlike manner and in accordance with applicable law.
- b. Financial Security. Pursuant to applicable law, Owner shall post with Township financial security to guaranty Owner's obligation to construct the Sanitary Sewer Facilities, as foresaid.
 - i. Requirement for Separate Financial Security. Notwithstanding the foregoing, however, Owner shall also post with the Township separate financial security with regard to the Sanitary Sewer Facilities, such security to be made, maintained and administered under and pursuant to Section 509 of the MPC, 53 P.S. §10509 and Section 309 of the SLDO as and if the Sanitary Sewer Facilities were depicted on the Plan and the Utility Plan with regard to the Approved Development that Owner will record (or cause to be recorded) in the Recorder's Office (as hereinafter defined).
 - ii. Amount of Separate Financial Security. The financial security that Owner will post with the Township pursuant to this Section 6.B. of this Agreement shall be in the amount of Three Hundred Thirty Two Thousand One Hundred Seventy Seven and 50/100 Dollars (\$332,177.50) as more fully set forth on "**Exhibit E**".

7. Maintenance Responsibility. Owner shall maintain the Sanitary Sewer Facilities at Owner's own expense and without any cost of expense whatsoever to the Township (except as expressly set forth to the contrary at Section 8.B. of this Agreement), all in substantial conformity with the Plan and the Utility Plan and in a good and workmanlike manner and in accordance with applicable law.

- a. Inspections. Owner shall cause the Sanitary Sewer Facilities to be inspected not earlier than June 1st and not later than June 30th each and every year following installation. All such inspections shall be performed by a civil engineer licenses as such in the Commonwealth of Pennsylvania who shall prepare a written inspection report in which such civil engineer shall (i) identify the condition of the Sanitary Sewer Facilities as of the time of his or her inspection thereof, (ii) identify any maintenance, repairs and/or modifications that Owner performed with regard to the Sanitary Sewer Facilities during the twelve (12) months period

immediately preceding such inspection, (iii) identify any maintenance, repairs and/or modifications then required in order to permit the Sanitary Sewer Facilities to function in accordance with the design thereof and the Plan and the Utility Plan and (iv) other than as to such maintenance, repairs and/or modifications (if any), certify that the Sanitary Sewer Facilities are functioning in accordance with the design thereof and the Plan and the Utility Plan. If maintenance, repairs and/or modifications for the Sanitary Sewer Facilities are/is recommended, Owner shall complete those within thirty (30) days of the date that PennDOT shall authorize the same and, within two (2) weeks after completion of the maintenance, repairs and/or modifications, the civil engineer who prepared the annual inspection report, as foresaid, shall submit to the Township a follow-up inspection report pursuant to which he or she shall include a description of the maintenance, repairs and/or modifications performed and a certification that the Sanitary Sewer Facilities are then functioning in accordance with the design thereof and the Plan and the Utility Plan.

- b. Maintenance and Repair. In furtherance, and not in limitation, of Section 7.A. of this Agreement, within thirty (30) days of the date that PennDOT shall authorize the same, Owner shall complete any and all maintenance, repairs and/or modifications necessary to correct any failure of the Sanitary Sewer Facilities to function in accordance with the design thereof and the Plan and the Utility Plan. Immediately after completing such maintenance, repairs and/or modifications Owner shall submit to the Township an inspection report prepared by a civil engineer licensed as such by the Commonwealth of Pennsylvania pursuant to which such civil engineer shall describe the maintenance, repairs and/or modifications performed and a certification that the Sanitary Sewer Facilities are then function in accordance with the design thereof and the Plan and the Utility Plan.
- c. Township Right to Cure. In the event Owner fails to comply with the terms of this Agreement and the Township shall elect to cure the Deficiencies (as hereinafter defined) Township shall send written notice to Owner specifying the areas of noncompliance ("Deficiencies") and the steps that Owner must take to comply. In the event Owner does not comply with the terms of the notice within thirty (30) days of the date thereof, or diligently pursue compliance in circumstances where compliance is no possible within such thirty (30) days period due to weather conditions, refusal or delay by PennDOT to authorize the same or otherwise, the Township shall have the right, but not the obligation, to complete any maintenance, repairs and/or modifications necessary to correct the Deficiencies and, thereafter:
 - i. Collect the cost thereof from Owner by municipal lien against the Property and/or any discrete portion thereof then existing as a separate lot; and/or

- ii. Collect the cost thereof (together with Township's actual and reasonable engineering, legal and court costs) and Township's Administrative Overhead (as hereinafter defined) by drawing funds from the Maintenance Endowment; and/or
- iii. Pursue any other remedy allow by law or equity.

When used in this Agreement, the term "Township's Administrative Overhead" does and shall mean an amount equal to twenty percent (20%) of Township's actual and reasonable costs of curing the Deficiencies exclusive of Township's engineering, legal and court costs, as applicable.

- d. Prohibition of Alteration or Removal. Except as expressly set forth in this Agreement or as required pursuant to applicable law to the contrary, Owner shall not alter or remove the Sanitary Sewer Facilities unless Owner receives prior written approval for such alteration or removal from each of the Township and PennDOT.

8. Insurance; Indemnity.

- a. Insurance. Owner shall obtain and maintain during the entire term of this Agreement one or more public liability and property damage insurance policy(ies) covering any injury, death or property damage resulting in any way from the design, permitting and/or maintenance of the Sanitary Sewer Facilities. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such insurance policy(ies) shall be occurrence based and shall name Township as an additional insured. Any policy of insurance required hereunder shall be endorsed to Township, its officers, agents, supervisors, elected officials and employees as additional insureds thereunder and shall provide that such policy may not be cancelled without first giving Township thirty (30) days prior written notice of cancellation. Owner's insurance shall be primary and non-contributory to insurance coverage maintained by Township. Upon request, Owner shall provide to Township proof of such insurance.
- b. Indemnity. Except for Claims (as hereinafter defined) arising out of or in any manner or form related to the gross negligence or willful misconduct of the Township and/or any of the Township's officials, agents, contractors, employees or subcontractors, Owner, for itself and its successors or assigns, shall at all times indemnify and defend (with counsel selected by Owner) the Township and, as applicable, its elected officials from and against any and all claims, suits, legal expenses or judgments arising out of or related in any respect to the failure of the Sanitary Sewer Facilities to function in accordance with the design thereof and the Plan or the Utility Plan (collectively the "Claims"). Owner shall have the duty to defend the Township and, as applicable, its elected officials against any Claims made by any person who alleges that adverse conditions, damages, or loss have

been caused by failure of the Sanitary Sewer Facilities to function in accordance with the design, permitting and/or maintenance thereof (expecting maintenance that Township performs pursuant to Section 7.C. of this Agreement) and the Plan and the Utility Plan. In the event Owner fails to undertake the defense of any Claims and Township is required to enter upon its own defense, Owner shall reimburse the Township for all actual and reasonable defense expenses the Township incurs including engineering fees, expert witness fees, fines, penalties, reasonable legal fees, and court costs and, in addition, Owner shall pay any judgment rendered against the Township as a result of such Claim. In the event Owner shall fail to pay the proper costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to receive the monies it has expended, together with the actual and reasonable attorneys' fees incurred in pursuing reimbursement from Owner, either by (A) commencing a civil action against Owner in the Court of Common Pleas of Chester County, or (B) causing a lien to be placed on the Property in an amount equal to the sums required to be expended or (C) any other manner permitted at law or in equity.

9. Covenants Running with Land; Binding Effect. This Agreement and the provisions hereof (A) shall run with the land, and be appurtenant to title to the Property and every portion thereof; and (B) shall be binding upon and insure to the benefit of the Owner, and each and all of its respective successors and assigns, and successors in title to the Property, and every portion thereof. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.

10. Recording. Owner, at its sole cost and expense, shall cause this Agreement to be recorded in the Office of the Recorder of Deeds and for Chester County, Pennsylvania (the "Recorder's Office").

11. Notices. Any notice, demand, instruction, report, or other communication to be given to either party under the terms of this Agreement shall be in writing, and sufficiently given if hand delivery, express delivery service, electronic mail, transmitted by facsimile with confirming receipt or United State certified mail, return receipt requested, postage prepared, addressed as set forth below.

if the to the Township:

Tredyffrin Township
11100 Duportail Road
Berwyn, Pennsylvania 19312
Attn: Township Manager

with required copy in all instances to:

Gawthrop Greenwood, PC
P.O. Box 562
West Chester, PA 19380
Attn: Patrick M. McKenna, Esquire

if to Owner:

Main Line Padel, LLC
14 S. Bryn Mawr Avenue, Suite 106
Bryn Mawr, PA 19010

with required copy in all instances to:

Fromhold Adams & Jun
Attn: Fred B. Fromhold, Esquire
Villanova Center
795 East Lancaster Avenue, Suite 260
Villanova, PA 19085

Notice by overnight nationally recognized courier guaranteeing next Business Day delivery with positive packing tracking and delivery confirmation (*i.e.* Federal Express, UPS, etc.) shall be deemed to have been given and received on the following Business Day. Notice by certified or registered mail shall be deemed to have been given and received five (5) Business Days after the date first deposited in the United States Mail properly addressed with proper postage prepaid. A party may change its address by giving written notice to the other parties as specified herein. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

12. Invalidity. Should any court or administrative agency having jurisdiction shall finally determine that (A) the Strike-Off Letter is invalid or illegal (either in its entirety or with regard to PennDOT's position therein that Township shall have the right to require Owner to post the Maintenance Endowment) and (B) that Township shall not have any legal responsibility to PennDOT with regard to maintenance of the Sanitary Sewer Facilities, Township may (but shall not be obligated to) repudiate this Agreement by providing written notice thereof to Owner and returning to Owner the Maintenance Endowment (together with any and all interest earned thereon) whereupon this Agreement shall terminate and be of no further effect whatsoever.

13. Miscellaneous Provisions.

- a. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this

Agreement, unless specifically condition upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

- b. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the Owner, its successors and assigns, and Township and recorded in the Recorder's Office.
- c. Governing Laws. This Agreement shall be constructed and governed by the laws of the Commonwealth of Pennsylvania.
- d. Integration. This Agreement sets forth the entire agreement between the Owner and Township with respect to the subject matter hereof.
- e. Contingent Nature of Agreement. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, other than as set forth at Section 2. of this Agreement, all of Owner's and the Township's respective rights, title and interests, duties, obligations and responsibilities set forth in this Agreement are contingent upon PennDOT approving the HOP provided that such contingency shall, for all intents and purposes whatsoever be deemed to have been satisfied upon PennDOT's issuance of the HOP.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused the execution hereof the date and year first above written.

Main Line Padel, LLC

By: 
Managing Member

Name: SWIL DESAI

Title: MANAGING MEMBER

TREDYFFRIN TOWNSHIP

By: its Board of Supervisors
Its duly elected governing body

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF CHESTER Delaware :

On this 14th day of April, 2026 before me, the undersigned officer, personal appeared Sunil Desai, who acknowledged himself/herself to be the managing member of Main Line Padel LLC, and that he/she, as such officer and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company.

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

Stephanie Ann Sullivan
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Stephanie Ann Sullivan, Notary Public
Delaware County
My commission expires June 22, 2027
Commission number 1291484
Member, Pennsylvania Association of Notaries

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

On this _____ day of _____, 20__, before me, the undersigned officer, personal appeared _____, who acknowledged himself/herself to be the Chairperson of the Board of Supervisors of **TREDYFFRIN TOWNSHIP**, and that he/she, as such Chairperson and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township such as Chairperson.

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

Notary Public

Exhibit "A"

Legal Description



SCHOCK GROUP LLC

SURVEYING & LAND DEVELOPMENT SERVICES

Schock Group LLC
1958 Butler Pike, Suite 200
Conshohocken, PA 19428
610-590-7373
SchockGroup.com

COMBINED LOTS – 335 & 341 E. CONESTOGA ROAD

Description of combined lots 335 and 341 E. Conestoga Road, a portion of “Lands of 347 E. Conestoga Road Associates LLP”, Situate in the Township of Tredyffrin, Chester County and Commonwealth of Pennsylvania according to a plan prepared by Schock Group LLC, titled “Record Plan – Minor Subdivision – Lot line Change, 347 East Conestoga Road Associates LLC” Sheet 1 of 2” dated July 14, 2021, last revised 08/11//21 as follows to wit:

Beginning at a point on the centerline of Conestoga Road, said beginning point being a common corner of lands N/F of 347 E. Conestoga Road Associates LLP at 347 E Conestoga Road, said point located 519.36 feet northwesterly from a point being the intersection of the centerline of Conestoga Road with the northerly side of Lancaster Avenue,

Thence from said beginning point continuing along said centerline of E. Conestoga Road, N 44°57'09” W, 90.00 feet to a corner point on line of lands N/F of 329 E Conestoga L.P., Thence along line of lands of said 329 E. Conestoga L.P., N 45°00'00” E, 250.00 feet to a corner point on line of lands N/F of Stafford Station Apartments Owner LLC, Thence along line of lands of said Stafford Station Apartments Owner LLC, S 44°57'09” E, 90.00 feet to a corner point on line of lands of 347 E. Conestoga Road, Thence along said line of 347 E. Conestoga Road, S 45°00'00” W, 250.00 feet to the first mentioned point and place of beginning,

Said Parcel containing 22,500 SF of land (0.516 AC) more or less.

Exhibit "B"

*Grading & Utility Plan prepared by Shock Group, LLC, dated December 4, 2024, last revised
3/24/2026 ~~December 10, 2025~~ (being sheet 5 of the Plan)*

Exhibit "C"

PennDOT HOP Form

APPLICATION SUMMARY

Application: 380033	Cycle: 1	Draft
Applicant/Owner: 347 East Conestoga Road Associates I.P.	Paper Application Number:	
Address Line 1: 347 E. Conestoga Road	SP ID:	
Address Line 2:	Phone Number: 6105907373 Ext: 115	
City: Wayne	Fax Number:	
State: PA	Email Address: nwalker@schockgroup.com	
Postal Code: 19087	Additional Email Address 1: bmadsen@schockgroup.com	
	Additional Email Address 2:	
Created By: Nicholas Walker/PennDOT BP-811632		

Application Details Information		
District: 06	Permit Group: HOP	
County: Chester	Permit Type: Utility	
Municipality: TREDYFFRIN TOWNSHIP	Permit Sub Type: Subsurface	
	Permit Use: Sewer	

CoApplicant Info						
Firm Name	Contact Name	Business Partner ID	Email	Additional Email Address 1	Additional Email Address 2	Phone Number
Tredyffrin Township	McPerson, Erin	005427	sourge@tredyffrin.org			(610) 644-1400

Engineering Firm Info						
Firm Name	Contact Name	Business Partner ID	Email	Additional Email Address 1	Additional Email Address 2	Phone Number
	Nicholas Walker	811532	nwalker@schockgroup.com			(610) 590-7592

Applicant Contact Info

Work and Location Details <i>No records found.</i>
--

Additional Details	Pre-EPS Application: No
Date work is scheduled to begin :	
Approximate date when work will be completed :	
Utility	
Is opening greater than or equal to 36 square feet?	

In Pavement
 In Shoulder
 Outside Shoulder
 Installation : N
 Emergency Repair : N E.P.C. No. Line No.
 Repair : N
 Replace : N
 Service Connection or Disconnection : N
 Removal : N

Permit Information

Permit No:
 Supplement Permit No:
 Issue Date:
 Effective Date:
 Expiration Date:
 Close-Out Date:
 Physical Work Completion Date:

Fee Information

Fee Description	Regulation Section	Regulation Reference No.	Unit Fee	Number Of Units	Item Fee
Permit Application Fee	455	A.1	50.00	1	50.00
Permit Fee:					50.00

Fee Paid Information:

Payment By:

Checklist

Plans are Satisfactory?:
 Traffic Control Plan Consistent with Chapter 212/213:
 M-930:
 Limited Access Highway:
 Continuous Inspection:
 Drainage Problem:
 Permit:
 On-Site Review by:
 Returned on:
 Returned on:
 Reviewed On:

Reference Information

Origination:
 Right Of Way Required:
 Detour Required:
 Review Goal Date:

Traffic Impact Study:

Date TIS Completed:

Application Setup <ul style="list-style-type: none">• Applicant Team• Attachments• Work Summary and Locations• Application Identification FEE INFORMATION <ul style="list-style-type: none">• Application Summary• Maintenance and Operation information• Reference Material and Forms• Link HOP/TSP List• Utility Sketch Application	Internal <ul style="list-style-type: none">• Checklist information• Reference information	Workflow <ul style="list-style-type: none">• Review Team• Response Letter	Permit <ul style="list-style-type: none">• Inspections & Closeout
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You are currently logged in as Nicholas Walker.

Exhibit "D"

Cost of the sewer related work within the PennDOT right-of-way



SCHOCK GROUP LLC

SURVEYING & LAND DEVELOPMENT SERVICES

Schock Group LLC
1982 Butler Pike, Suite 5
Conshohocken, PA 19428
610-590-7373
SchockGroup.com

14-Jul-25

Ms. Erin McPherson
Director of Planning and Zoning and Zoning Officer
Tredyffrin Township
1100 Duportail Road
Berwyn, PA 19312

RE: **341 E Conestoga Road**
Tredyffrin Township, Chester County
Sanitary Cost Estimate Within State R/W of S.R. 1006

File # 1769

Dear Ms. McPherson,

The following is our estimate of the probable cost of the proposed sanitary sewer improvements for the above mentioned project within the state Right-of-Way of S.R. 1006.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A. <u>Erosion and Sedimentation Control</u>					
1	Silt Fence	LF	-	\$ 10.00	\$ -
2	Tree Protection	LF	-	\$ 10.00	\$ -
3	Super Silt Fence	LF	-	\$ 10.00	\$ -
4	Construction Entrance	EA	-	\$ 1,500.00	\$ -
5	Inlet Protection	EA	-	\$ 500.00	\$ -
6	Maintenance of Controls	LUMP SUM	-	\$ -	\$ -
7	Concrete Washout	EA	-	\$ 500.00	\$ -
	SUBTOTAL 'A'			\$	-
B. <u>Demolition and Site Work</u>					
8	Clearing and Grubbing	LS	-	\$ 2,000.00	\$ -
9	Rough Grading	LS	-	\$ 2,000.00	\$ -
10	Construction Stakeout	LS	-	\$ 2,500.00	\$ -
	SUBTOTAL 'B'			\$	-

C. Roadway Paving, Walks, Curbing

11	Permanent Roadway Restoration	SY	37.5	\$	28.00	\$	1,050.00
12	1.5" ID-2 Wearing	SY	45	\$	15.00	\$	675.00
13	2.5" Binder Course	SY	45	\$	22.00	\$	990.00
14	6" PADOT 2A Modified Stone	SY	45	\$	15.00	\$	675.00
15	Concrete Sidewalk	SY	5	\$	125.00	\$	625.00
16	ADA Curb Ramp	EA	1	\$	5,000.00	\$	5,000.00
17	Concrete Curb	LF	56.5	\$	30.00	\$	1,695.00

SUBTOTAL 'C'

\$

10,710.00

D. Stormwater Management

18	6" HDPE	LF	-	\$	50.00	\$	-
19	8" HDPE	LF	-	\$	70.00	\$	-
20	10" HDPE	LF	-	\$	85.00	\$	-
21	15" HDPE	LF	-	\$	100.00	\$	-
22	2' x 2' Inlet	EA	-	\$	3,000.00	\$	-
23	Small Park Grate	EA	-	\$	1,000.00	\$	-
24	Doghouse Manhole	EA	-	\$	5,000.00	\$	-
25	MRC System #1	LUMP SUM	-	\$	-	\$	-
26	Outlet Structure	EA	-	\$	5,000.00	\$	-
27	Fabco Stormbasins	EA	-	\$	1,000.00	\$	-

SUBTOTAL 'D'

\$

-

E. Sanitary Sewer

28	Sanitary Lateral, 4" PVC w/ cleanouts	LF	32	\$	65.00	\$	2,080.00
29	Sanitary Lateral Connection	EA	1	\$	2,000.00	\$	2,000.00

SUBTOTAL 'E'

\$

4,080.00

F. <u>Signs and Striping</u>						
30	Crosswalk Striping	EA	0.5	\$	500.00	\$ 250.00
31	4" Line Striping	LF	-	\$	2.50	\$ -
32	ADA Parking Striping	EA	-	\$	500.00	\$ -
33	Traffic Signs	EA	0.5	\$	300.00	\$ 150.00
SUBTOTAL 'F'					\$	400.00
G. <u>Landscaping & Lighting</u>						
34	Deciduous Trees	EA	-	\$	500.00	\$ -
35	Shrubs	EA	-	\$	125.00	\$ -
36	Evergreen Trees	EA	-	\$	500.00	\$ -
37	Lighting	EA	-	\$	1,500.00	\$ -
38	Topsoil, Seed, and Straw	LS	-	\$	1,500.00	\$ -
SUBTOTAL 'G'					\$	-
H. <u>Engineering</u>						
39	Monuments	EA	-	\$	200.00	\$ -
40	As-Built Plans	LS	-	\$	1,995.00	\$ -
SUBTOTAL 'H'					\$	-
I. <u>Miscellaneous</u>						
41	Final Stabilization	LS	-	\$	2,000.00	\$ -
42	Perimeter Fencing	LF	-	\$	20.00	\$ -
43	Bicycle Storage Rack	EA	-	\$	500.00	\$ -
SUBTOTAL 'I'					\$	-
SUBTOTAL (A - I)					\$	15,190.00
5% Township Inspection Per MPC					\$	759.50
10% Contingency Per MPC					\$	1,519.00
TOTAL ESCROW/FINANCIAL SECURITY					\$	17,468.50

(Per Section 509 of municipal code)

Exhibit "E"

Financial Security Cost Analysis



**REMINGTON
& VERNICK
ENGINEERS**

Croton Road Corporate Center
555 Croton Road, Suite 401
King of Prussia, PA 19406
O: (610) 940-1050
F: (610) 940-1161

May 5 2025

Ms. Erin McPherson, CZO
Director of Planning and Zoning
Tredyffrin Township
1100 DuPortail Road
Berwyn PA, 19312

RE: Financial Security and Inspection Escrow Determination - Revised
341 E. Conestoga Road (SR 1006)
Tredyffrin Township
RVE File #PCTFP006

Dear Erin:

Remington & Vernick Engineers (RVE) is in receipt of a cost estimate from Main Line Padel, LLC (hereafter "Developer") for the development referenced above. The estimate was prepared in accordance with the activities described on the plans entitled "Preliminary/Final Land Development Plans" last revised 1/21/2025, prepared by Schock Group, LLC of Conshohocken, PA.

RVE has reviewed the Developer's cost estimate as well as the plans and has prepared an estimated Cost of Completion for these site improvements. The estimated Cost of Completion thereof is \$288,850.00 (estimate enclosed).

In accordance with the requirements of Tredyffrin Township, the Developer is required to provide financial security in an amount equal to 110% of the Cost of Completion. The Developer shall provide an inspection escrow in an amount equal to 5% of the financial security. Therefore, an inspection escrow in the amount of \$14,442.50 is required for this project.

Therefore, financial security in the amount of \$332,177.50 is required for this project.

Should you have any questions, please feel free to contact our office at 610-940-1050.

Sincerely,

REMINGTON & VERNICK ENGINEERS

By

Andrew Pockl, P.E., CFM
Associate, Municipal Team Lead

AP/jts

Enclosure

Financial Security and Inspection Escrow Determination
341 Conestoga Road
Page 2 of 2

cc: 347 East Conestoga Road LP, Owner (via email)
Main Line Padel LLC, Applicant (via email)
Schock Group LLC, Plan Preparer
William Martin, Township Manager, Tredyffrin Township
Christopher J. Fazio, P.E., C.M.E., Executive Vice President

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**

Project: Conestoga Road Padel

Escrow Release #

REVISED
Date: 5/2/2025

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
1	Construction Stakeout	LS	1	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00
	SUBTOTAL:				\$ 2,500.00		\$ -	\$ -	\$ 2,500.00
	CLEARING & SITE WORK								
2	Clearing & Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
	SUBTOTAL:				\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	EROSION CONTROL								
3	Construction Entrance	EA	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
4	Concrete Washout	EA	1	\$ 500.00	\$ 500.00				\$ 500.00
5	Inlet Protection	EA	8	\$ 500.00	\$ 4,000.00				\$ 4,000.00
6	18" Silt Sock	LF	230	\$ 10.00	\$ 2,300.00				\$ 2,300.00
7	Super Silt Fence	LF	201	\$ 10.00	\$ 2,010.00				\$ 2,010.00
8	Tree Protection Fence	LF	384	\$ 10.00	\$ 3,840.00				\$ 3,840.00
9	Maintenance of Controls	LS	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
	SUBTOTAL:				\$ 16,650.00	\$ -	\$ -	\$ -	\$ 16,650.00
	EARTHWORK								
10	Rough Grading	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
	SUBTOTAL:				\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	SANITARY SEWER								
11	Sanitary Lateral, 4" PVC w/ cleanouts	LF	150	\$ 65.00	\$ 9,750.00				\$ 9,750.00
12	Sanitary Lateral Connection	EA	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
	SUBTOTAL:				\$ 11,750.00	\$ -	\$ -	\$ -	\$ 11,750.00
	STORMWATER								
13	8" HDPE Storm Pipe	LF	5	\$ 60.00	\$ 300.00				\$ 300.00
14	8" HDPE Storm Pipe	LF	119	\$ 70.00	\$ 8,330.00				\$ 8,330.00
15	10" HDPE Storm Pipe	LF	154	\$ 85.00	\$ 13,090.00				\$ 13,090.00
16	15" HDPE Storm Pipe	LF	58	\$ 80.00	\$ 4,640.00				\$ 4,640.00
17	2' x 2' Inlet	EA	4	\$ 3,000.00	\$ 12,000.00				\$ 12,000.00
18	Small Park Grate	EA	4	\$ 1,000.00	\$ 4,000.00				\$ 4,000.00
19	Doghouse Manhole	EA	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
20	MRC System #1 ("Stormkeeper")	LS	1	\$ 75,000.00	\$ 75,000.00				\$ 75,000.00
21	Outlet Structure	EA	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
22	Fabco Stormbasins	EA	4	\$ 1,000.00	\$ 4,000.00				\$ 4,000.00
	SUBTOTAL:				\$ 132,520.00	\$ -	\$ -	\$ -	\$ 132,520.00
	PAVING								
23	1.5" Asphalt Wearing Course	SY	800	\$ 15.00	\$ 12,000.00				\$ 12,000.00
24	2.5" Asphalt Binder Course	SY	800	\$ 22.00	\$ 17,600.00				\$ 17,600.00
25	6" 2A Stone Subbase	SY	800	\$ 15.00	\$ 12,000.00				\$ 12,000.00
26	Permanent Roadway Restoration	SY	75	\$ 28.00	\$ 2,100.00				\$ 2,100.00
	SUBTOTAL:				\$ 43,700.00	\$ -	\$ -	\$ -	\$ 43,700.00
	SIDEWALK								
27	Concrete Sidewalk	SY	35	\$ 125.00	\$ 4,375.00				\$ 4,375.00
28	ADA Curb Ramp	EA	2	\$ 5,000.00	\$ 10,000.00				\$ 10,000.00
29	Concrete Curb	LF	440	\$ 30.00	\$ 13,200.00				\$ 13,200.00
	SUBTOTAL:				\$ 27,575.00	\$ -	\$ -	\$ -	\$ 27,575.00
	LANDSCAPING/LIGHTING								
30	Deciduous Trees	EA	19	\$ 500.00	\$ 9,500.00				\$ 9,500.00
31	Evergreen Trees	EA	20	\$ 500.00	\$ 10,000.00				\$ 10,000.00
32	Shrubs	EA	56	\$ 125.00	\$ 7,000.00				\$ 7,000.00
33	Lighting	EA	4	\$ 1,500.00	\$ 6,000.00				\$ 6,000.00
34	Topsoil, Seed, and Straw	LS	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00

TREDYFFRIN TOWNSHIP
 ESCROW RELEASE FORM
 Escrow Release #

REVISID
 Date: 5/2/2025

Project: Conestoga Road Padel

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
	ENGINEERING				\$ 35,250.00		\$ -	\$ -	\$ 35,250.00
	SUBTOTAL:								
35	Monuments	EA	2	\$ 200.00	\$ 400.00				\$ 400.00
36	As-Built Plans	LS	1	\$ 1,995.00	\$ 1,995.00				\$ 1,995.00
	SUBTOTAL:				\$ 2,395.00		\$ -	\$ -	\$ 2,395.00
	MISCELLANEOUS								\$ 2,000.00
37	Final Stabilization	LS	1	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00
38	Perimeter Fencing	LF	400	\$ 20.00	\$ 8,000.00				\$ 8,000.00
39	Bicycle Storage Rack	EA	1	\$ 500.00	\$ 500.00				\$ 500.00
	SUBTOTAL:				\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
	SIGNS AND STRIPING								\$ 500.00
40	Crosswalk Striping	EA	1	\$ 500.00	\$ 500.00				\$ 500.00
41	4" Line Striping	LF	324	\$ 2.50	\$ 810.00				\$ 810.00
42	ADA Parking Striping	EA	1	\$ 500.00	\$ 500.00				\$ 500.00
43	Traffic Signs	EA	4	\$ 300.00	\$ 1,200.00				\$ 1,200.00
	SUBTOTAL:				\$ 3,010.00	\$ -	\$ -	\$ -	\$ 3,010.00
	SUBTOTAL				\$ 288,850.00	\$ -	\$ -	\$ -	\$ 288,850.00
	5% TOWNSHIP INSPECTION PER MPC				\$ 14,442.50	\$ -	\$ -	\$ -	\$ 14,442.50
	10% CONTINGENCY PER MPC				\$ 28,885.00	\$ -	\$ -	\$ -	\$ 28,885.00
	TOTAL TOWNSHIP PROPOSED ESCROW				\$ 332,177.50	\$ -	\$ -	\$ -	\$ 332,177.50

Township Signature _____

Date _____

Prepared by/Return to:
Patrick M. McKenna, Esquire
Gawthrop Greenwood, PC
17 East Gay Street, Suite 100
West Chester, PA 19380

UPI No. 43-11F-173

**STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AND
CONVEYANCES OPERATION AND MAINTENANCE AND
ENDOWMENT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by and between MAIN LINE PADEL, LLC, (hereinafter the “Owner”), and the Township of Tredyffrin, Chester County, Pennsylvania, (hereinafter “Township”);

WITNESSETH

WHEREAS, the Owner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, at Deed Book _____ and Page _____, (hereinafter “Property”); and

WHEREAS, the Owner is proceeding to build and develop the Property pursuant to the conditional Preliminary/Final Subdivision Plan Approval which received final approval by formal action of the Township Planning Commission on February 19, 2026 (“Approved Plan”); and

WHEREAS, the stormwater Post Construction Stormwater Management Plan approved by the Township (hereinafter referred to as the “PCSM Plan”) for the Property, which is attached hereto as Appendix A and made part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and conveyances; and

WHEREAS, in addition, in connection with the Approved Plan, the Owner intends to complete and own certain improvements in and to that certain roadway known as East Conestoga Road (collectively “East Conestoga Road Improvements”); and

WHEREAS, as more fully set forth on the Highway Occupancy Permit Plans prepared by Shock Group LLC dated December 4, 2024 and last revised June 12, 2025, attached hereto as Appendix B and made part hereof, and the Engineer’s Opinion of Cost prepared by Shock Group, LLC dated July 14, 2025 attached hereto as Appendix C and incorporated herein by reference, the East Conestoga Road Improvements consist in part of a series of pipes and inlets (collectively the “East Conestoga Road Stormwater Facilities”); and

WHEREAS, East Conestoga Road is owned by the Commonwealth of Pennsylvania and is subject to the jurisdiction of its Department of Transportation (“PennDOT”); and

WHEREAS, pursuant to that certain PennDOT Strike-Off Letter No. 470-12-01 dated January 11, 2012 (a copy of which is attached hereto as Appendix D (the “Strike-Off Letter”), PennDOT will not approve the construction of the Stormwater Sewer Facilities unless and until the Township becomes a co-applicant for (and co-permittee under) a Highway Occupancy Permit with regard to the Sanitary Sewer Facilities (the “HOP”); and

WHEREAS, PennDOT will not approve the Proposed Driveway and Lane Striping Improvements unless and until the Township becomes the applicant for (and permittee under) a Highway Occupancy Permit with regard to the East Conestoga Stormwater Facilities (the “Stormwater Facilities HOP”) and assumes maintenance responsibility for the East Conestoga Road Stormwater Facilities, which are only those stormwater facilities located within the PennDOT right-of-way and do not include any stormwater facilities located outside of the PennDOT right-of-way even if said facilities located outside of the PennDOT right-of-way serve the Proposed Improvements for the property at 341 East Conestoga Road. The Parties hereby agree that the Township shall have no responsibility as to the construction, maintenance, repair or relocation of the stormwater facilities which are proposed to be constructed on the Property that are located outside of PennDOT right-of-way pursuant to the Approved Plan (“On-Site Stormwater Facilities”). The maintenance and repair of the On-Site Stormwater Facilities are the sole responsibility of the Owner. By executing this Agreement, the Township in no way assumes or accepts maintenance responsibility for the On-Site Stormwater Facilities; and

WHEREAS, the Township has become the permittee for the East Conestoga Road Stormwater Facilities under PennDOT HOP No. 373209 and is willing to accept the maintenance responsibility along with the Owner solely for the East Conestoga Road Stormwater Facilities on and subject to the terms, conditions and provisions expressly set forth in this Agreement, including the requirement that the Owner assume assignment of the entire maintenance responsibilities for the East Conestoga Road Stormwater Facilities from the Township; and

WHEREAS, furthermore, the Township and the Owner, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that stormwater BMP(s) and conveyances be constructed and maintained on the Property; and

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

BMP – “Best Management Practice” –Those activities, facilities, designs, measures, or procedures as specifically identified in the PCSM Plan, used to manage stormwater impacts from land development, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Township’s Stormwater Management Ordinance. BMPs may include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested

buffers, sand filters, detention basins, manufactured devices, and operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff. The BMPs identified in the PCSM Plan are permanent appurtenances to the Property; and

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

WHEREAS, the Township requires, through the implementation of the PCSM Plan, that stormwater management BMPs and conveyances, as required by said PCSM Plan and the Township's Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Owner, its administrators, executors, successors in interest, heirs, and assigns.

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

1. **Incorporation.** The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.
2. **Execution and Delivery of Application.** Upon the full execution of this Agreement by Owner and the Township, the Township agrees to execute (or cause to be executed) and deliver to Owner for immediate submission to PennDOT, and at no cost to the Township, an application to PennDOT for the Stormwater Facilities HOP in form and substance identical to that attached hereto as Appendix D. The Township's execution of this Agreement and the Stormwater Facilities HOP, does not relieve Owner of obtaining all necessary and required approvals and permits for the Approved Development and the Stormwater Collection Facilities, including but not limited to further PennDOT HOP, Stormwater and Grading permits.
3. **Endowment.** Owner shall fund an endowment in the original principal amount of Three Thousand Nine Hundred Eighty Seven Dollars (\$3,987.00) (the "Maintenance Endowment") for the purpose of allowing the Township to perform work pursuant to Sections 9.B and 11 and to perform inspections in accordance with Section 5 of this Agreement.
 - A. **Administration of Maintenance Endowment.** The Township shall deposit and maintain the Maintenance Endowment in an interest bearing account insured by the Federal Depositors' Insurance Corporation or its successor and may utilize the Maintenance Endowment for the purpose of performing work pursuant to Sections 9.B and 11 of this Agreement and for the purpose of performing inspections pursuant to Section 5 of this Agreement. Upon Owner's written

request for the same from time to time (but not more frequently than annually), the Township shall certify to Owner then current amount of the Maintenance Endowment and whether, at that time, the Township has any right pursuant to this Agreement to draw funds from the Maintenance Endowment.

B. Replenishment of Maintenance Endowment. In the event that the Township shall draw upon the Maintenance Endowment pursuant to, and for the purposes set forth in, this Agreement, the Township shall provide written notice of the amount of such draw to Owner within one Business Day (as hereinafter defined) of the same. The Township shall include with such notice written demand that Owner replenish the Maintenance Endowment within thirty (30) days of Owner's receipt of such notice so that, upon such replenishment, the balance of funds held in the Maintenance Endowment shall be Three Thousand Nine Hundred Eighty Seven Dollars (\$3,987.00). In furtherance, and not in limitation, of the foregoing, if in the exercise of his or her reasonable professional judgment the Township Engineer should determine at the time of Township's written demand that Owner replenish the Maintenance Endowment pursuant to this Section 2.B of this Agreement then the amount of the Maintenance Endowment shall be increased as a result of then-current costs of materials, labor or supplies, such determination shall be included in Township's written notice to Owner and Owner shall replenish the Maintenance Endowment at the amount as so determined by the Township Engineer. Notwithstanding the immediately preceding sentence, Owner shall have the right to challenge the Township Engineer's determination with regard to any increase in the amount of the Maintenance Endowment in the manner set forth at Section 509(g) of the MPC, 53 P.S. § 10510(g).

C. Timing of Establishment of Maintenance Endowment. Owner shall fund the Maintenance Endowment upon the later of: (a) issuance by PennDOT of the Stormwater Facilities HOP or (b) contemporaneously with the financial security the Owner posts for improvements required in connection with the Approved Plan, pursuant to Section 509 of the MPC, 53 P.S. § 10509. The Maintenance Endowment shall remain in place in accordance with the terms of the Agreement for so long as the East Conestoga Road Stormwater Facilities remain in place. The Maintenance Endowment shall be released by the Township to Owner within fifteen (15) days after Owner's obligation for maintenance of the Upper Gulph Road Stormwater Facilities or funding of the Maintenance Endowment terminates pursuant to Section 20 herein and upon written demand by the Owner.

4. Compliance with Approved Plan. The Owner shall construct all BMP(s) and stormwater management facilities, at its own expense and without any cost or expense whatsoever to the Township, including the East Conestoga Road Stormwater Facilities, in accordance with the Final Plans for the Proposed Improvements to the property at 341 East Conestoga Road as approved by the Township Planning Commission on March 20, 2025.

5. Owner Obligation. The Owner shall inspect, operate and maintain the BMP(s) and conveyance(s), including the East Conestoga Road Stormwater Facilities, including the Township's responsibilities, as shown on the PCSM Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved PCSM Plan and PennDOT or the Township.
6. Township Inspection. The Owner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) and conveyance(s), including the East Conestoga Road Stormwater Facilities, whenever it deems necessary for compliance with this Agreement, the PCSM Plan and the Township's Stormwater Management Ordinance. Whenever possible, the Township shall notify the Owner prior to entering the Property.
7. Inspection Fees. To the extent (and only to the extent) that the same are not included in funds otherwise paid by the Owner pursuant to applicable law, Owner shall reimburse the Township for inspection fees incurred for inspection of the BMP(s) and conveyance(s), including the East Conestoga Road Stormwater Facilities in accordance with the Township's Stormwater Management Ordinance (the "Stormwater Management Facilities Inspection Fees") as satisfaction of Owner's obligation under and pursuant to the Township Stormwater Management Ordinance as and if the East Conestoga Road Stormwater Facilities were within the scope of such Ordinance. The Township may withdraw funds for said inspections from the Maintenance Endowment in accordance with Section 2 above provided that the Township provides to Owner an itemized bill for Stormwater Management Facilities Inspection Fees in accordance with Section 510(g) of the MPC, 53 P.S. § 10510(g). Owner shall have the right to challenge the Stormwater Management Facilities Inspection Fees in accordance with Section 510(g) of the MPC, 53 P.S. § 10510(g). Nothing set forth in this Agreement shall be interpreted as waiving or releasing Owner from the payment of any applicable tax, fee, charge or assessment of any type imposed by the Township under and pursuant to the Township Stormwater Management Ordinance now or in the future, or waiving or releasing Owner from otherwise complying with the Township's stormwater requirements now or in the future.
8. Inspection Schedule. At a minimum of once per year following completion of the construction of the BMP's as required herein and the inspection and approval thereof by the Township, the Owner shall have the BMPs inspected by a Professional Engineer and following such inspection, Owner shall submit an inspection report to the Township for its review and records by April 1st of each year.

9. Relocation of East Conestoga Road Stormwater Facilities
- A. PennDOT Required Relocation. If any time in the future, relocation of the East Conestoga Road Stormwater Facilities is deemed required by PennDOT, at no cost to PennDOT, Owner shall provide for the required relocation, subject to obtaining any approval required by applicable law, at Owner's own expense and without any cost of expense whatsoever to the Township (the "PennDOT Relocation").
- B. Township Right to Cure Failure to Relocate. In the event Owner fails to comply with the PennDOT Relocation, and the Township shall perform the PennDOT Relocation, the Township shall have the right thereafter:
- i. Collect the cost thereof (together with Township's actual and reasonable engineering, legal and court costs) and the Township's administrative overhead from Owner by municipal lien against the Property and/or any discrete portion thereof then existing as a separate lot; and/or
 - ii. Collect the cost thereof (together with Township's actual and reasonable engineering, legal and court costs) and Township's administrative overhead by drawing funds from the Maintenance Endowment; and/or
 - iii. Pursue any other remedy allowed by law or equity.
- C. Grant of Easement. If the Township performs the PennDOT Relocation, the Owner shall grant a non-exclusive easement over the portion of the Property in order to allow the Township to perform all work to relocate the East Conestoga Road Stormwater Facilities, including and not limited to the construction of new stormwater facilities or modification of existing stormwater facilities located on the Property, as approved by Owner in writing (the "Relocated Stormwater Facilities"). The Owner shall be responsible for the Relocated Stormwater Facilities, subject to the provisions of this Agreement or the Township's Stormwater Facilities Maintenance Agreement recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania (the "Recorder's Office") as part of the Conditional Approval.
10. Prohibition of Alteration or Removal. Except as expressly set forth in this Agreement or as required pursuant to applicable law to the contrary, Owner shall not alter or remove the East Conestoga Road Stormwater Facilities unless Owner receives prior written approval for such alteration or removal from each of the Township and PennDOT.
11. Township Right to Cure. In the event that the Owner fails to operate and maintain the BMP(s) and conveyance(s), including the East Conestoga Road Stormwater Facilities, as shown on the PCSM Plan in good working order acceptable to the Township, the Owner shall be in violation of this Agreement, and the Owner agrees that the Township or its representatives may, in addition to and not in derogation or

diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s) and conveyance(s), including the East Conestoga Road Stormwater Facilities. It is expressly understood and agreed that the Township is under no obligation to maintain or repair the On-Site Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

12. Payment by Owner. In the event that the Township, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the Township for all expenses (direct and indirect) incurred within 60 days of delivery of an invoice from the Township. Failure of the Owner to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Owner. In addition, the Township may collect the cost of any such work (together with the Township's actual and reasonable engineering, legal and court costs) by drawing funds from the Maintenance Endowment.
13. Intent and Purpose. The intent and purpose of this Agreement is to ensure the proper maintenance of the BMP(s) and conveyance(s), including the East Conestoga Stormwater Facilities, by the Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.
14. Insurance: Indemnity.
 - A. Insurance. Owner shall obtain and maintain during the entire term of this Agreement one or more public liability and property damage insurance policy(ies) covering any injury, death or property damage resulting in any way from the design, permitting, installation, construction, and/or maintenance, and/or relocation of the East Conestoga Road Stormwater Facilities. Such insurance policies shall provide bodily injury, including death, and property damage coverage in the initial minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such insurance policy(ies) shall be occurrence-based and shall name the Township as an additional insured. Any policy of insurance required hereunder shall be endorsed to Township, its officers, agents, supervisors, elected officials and employees as additional insureds thereunder and shall provide that such policy may not be cancelled without first giving Township thirty (30) days' prior written notice of cancellation. Owner's insurance shall be primary and non-contributory to insurance coverage maintained by Township. Owner's insurance shall not be limited to the minimum required insurance under this Agreement, but shall provide coverage for the full amount of the policy. Upon request, Owner shall provide to Township proof of such insurance. The minimum insurance required under this Agreement shall be subject to change from time to time, and only at that time where Township ordinances,

resolutions, or written policies require an increase, and upon thirty (30) day written notification from the Township.

- B. Indemnity. Except for Claims (as hereinafter defined) arising out of or in any manner or form related to the gross negligence or willful misconduct of the Township and/or any of the Township's officials, agents, contractors, employees or subcontractors, Owner, for itself and its successors or assigns, shall at all times indemnify and defend (with counsel selected by Owner) the Township and, as applicable, its elected officials from and against any and all claims, suits, legal expenses or judgments arising out of or related in any respect to the design, installation, construction, operation and/or maintenance, repair, replacement and/or relocation of the Upper East Conestoga Road Stormwater Facilities (collectively the "Claims"). Owner shall have the duty to defend the Township and, as applicable, its elected officials against any Claims made by any person who alleges that adverse conditions, damages, or loss have been caused by design, installation, construction, operations and/or maintenance, repair, replacement and/or relocation of the East Conestoga Road Stormwater Facilities (excepting maintenance that Township performs pursuant to Section 11 of this Agreement). In the event Owner fails to undertake the defense of any Claims and Township is requested to enter upon its own defense, Owner shall reimburse the Township of all actual and reasonable defense expenses the Township incurs including engineering fees, expert witness fees, fines, penalties, reasonable legal fees, and court costs and, in addition, Owner shall pay any judgment rendered against the Township as a result of such Claim. In the event Owner shall fail to pay the proper costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to receive the monies it has expended, together with the actual and reasonable attorneys' fees incurred in pursuing reimbursement from Owner, either by (A) commencing a civil action against Owner in the Court of Common Pleas of Chester County, or (B) causing a lien to be placed on the Property in an amount equal to the sums required to be expended or (C) any other manner permitted at law or in equity.
15. Enforcement. The Township may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Owner for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.
16. No Waiver. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Township of its rights of enforcement hereunder.
17. Notice to Future Buyers. The Owner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s), and conveyance(s), including the East Conestoga Road Stormwater

Facilities, prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Owner and must comply with all components of this Agreement.

18. Recording. Owner and the Township understand and acknowledge that upon issuance by PennDOT of the Stormwater Facilities HOP, a copy of said Stormwater Facilities HOP shall be attached to this Agreement as Appendix E and shall be incorporated into and made part of this Agreement. Owner, at its sole cost and expense, shall then cause this Agreement to be recorded in the Recorder's Office.
19. Notices. Any notice, demand, instruction, report, or other communication to be given to either party under the terms of this Agreement shall be in writing, and sufficiently given if delivered by hand delivery, express delivery service, electronic mail, transmitted by facsimile with confirming receipt or United States certified mail, receipt request, postage prepaid, addressed as set forth below.

If to the Township:

Tredyffrin Township
1100 Duportail Road
Berwyn, PA 19312-1079
Attn: William F. Martin, Township Manager

With required copy in all instances to:

Gawthrop Greenwood, PC
17 East Gay Street, Suite 100
West Chester, PA 19380
Attn: Patrick M. McKenna, Esquire

If the Owner:

Main Line Padel, LLC
Attn: Sunil Desai
14 S. Bryn Mawr Ave., Suite 106
Bryn Mawr, PA 19010

With required copy in all instances to:

Fromhold Adams & Jun
Attn: Fred Fromhold, Esquire
919 Conestoga Road
Bldg. 3, Suite 211
Rosemont, PA 19010

Notice by overnight nationally recognized courier guaranteeing next Business Day delivery with positive package tracking and delivery confirmation (i.e. Federal Express, UPS, etc.) shall be deemed to have been given and received on the

following Business Day, Notice by certified or registered mail shall be deemed to have been given and received five (5) Business Days after the date first deposited in the United States Mail properly addressed with proper postage prepaid. A Party may change its address by giving written notice to the other parties as specified herein. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

20. Invalidity. Should any court or administrative agency having jurisdiction finally determine that (A) PennDOT's position that the Township shall have the right to require Owner to post the Maintenance Endowment is invalid or illegal and (B) that Township shall not have any legal responsibility to PennDOT with regard to maintenance and/or relocation of the East Conestoga Road Stormwater Facilities, the Township may, but shall not be obligated to unless the maintenance responsibility under this Agreement is no longer valid or enforceable by PennDOT with respect to the Township in which case the Township shall, repudiate this Agreement by providing written notice thereof to Owner and returning to Owner the Maintenance Endowment whereupon this Agreement shall terminate and be of no further effect whatsoever.

21. Miscellaneous Provisions.

- A. Severability. If any provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.
- B. Amendment. This Agreement may not be amended except by written instrument signed and acknowledged by the Owner, its successors and assigns, and Township and recorded in the Recorder's Office.
- C. Assignment. Owner agrees not to assign this Agreement unless and until this Agreement and the Approved Plans have been recorded in the Office of the Chester County Recorder of Deeds.
- D. Governing Laws. This Agreement shall be constructed and governed by the laws of the Commonwealth of Pennsylvania.
- E. Integration. This Agreement sets forth the entire agreement between the Owner and Township with respect to the subject matter hereof.
- F. Covenants Running with Land: Binding Effect. This Agreement and the provisions hereof (A) shall run with the land, and the appurtenant to the title to the Property and every portion thereof; and (B) shall be binding upon and insure to the benefit of the Owner, and each and all of its respective

successors and assigns, and successors in title to the Property, and every portion thereof. Any and all conveyances, leases or encumbrances of any part of the Property shall be subject to the provisions hereof.

- G. Contingent Nature of Agreement. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, other than as set forth at Section 2 of this Agreement, all of Owner's and the Township's respective rights, title and interests, duties, obligations and responsibilities set forth in this Agreement are contingent upon PennDOT approving the Stormwater Facilities HOP provided that such contingency shall, for all intents and purposes whatsoever, be deemed to have been satisfied upon PennDOT's issuance of the Stormwater Facilities HOP.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this Stormwater Best Management Practices (BMPs) And Conveyances Operation and Maintenance and Endowment Agreement or caused the execution hereof the date and year first above written.

ATTEST:

TOWNSHIP OF TREDYFFRIN

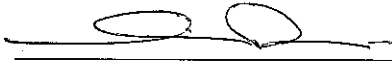
By: _____

Title: _____

Date: _____

ATTEST:

MAIN LINE PADEL, LLC

By:  _____

Title: MANAGING MEMBER

Date: 14 APR 2026

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:

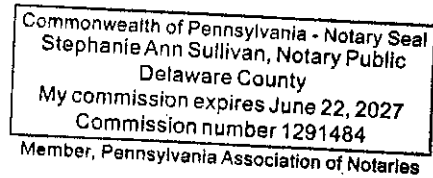
COUNTY OF CHESTER *Delaware* : SS.

ON THIS, the 14th day of April, 2020, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the Chairperson of the Board of Supervisors of Tredyffrin Township, and that he/she, as such official, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Stephanie Ann Sullivan

Notary Public



COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER : SS

ON THIS, the _____ day of _____, 201__, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of _____ (Owner), and that he/she/they as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself/themselves as such officer(s).

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

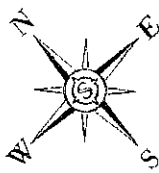
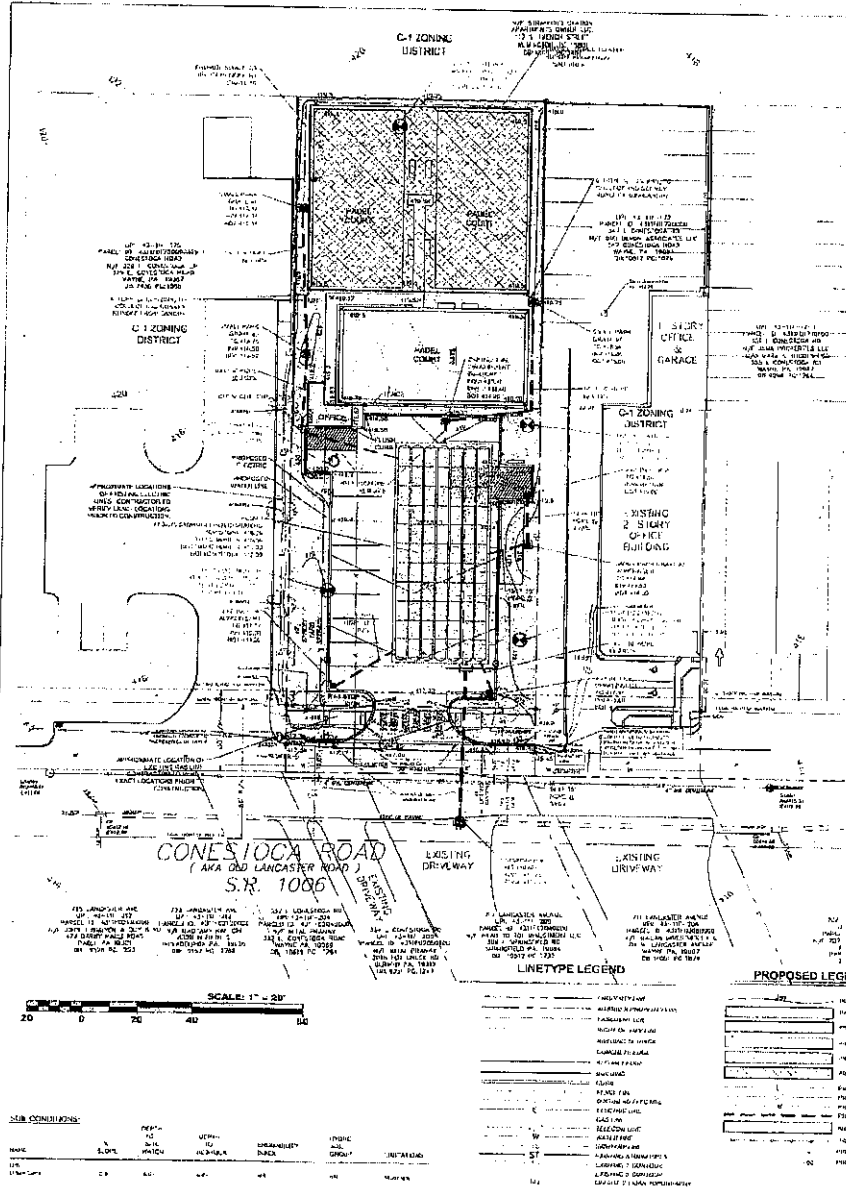
Notary Public

APPENDIX "A"

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

APPENDIX "B"

HIGHWAY OCCUPANCY PERMIT PLANS



EXISTING DIMENSIONS (FEET) OF CONSTRUCTION PROPOSED BY THE OWNER

DESCRIPTION	EXISTING	PROPOSED	CONVISED
UP SIDE	20' 0"	20' 0"	20' 0"
DOWN SIDE	20' 0"	20' 0"	20' 0"
LEFT SIDE	20' 0"	20' 0"	20' 0"
RIGHT SIDE	20' 0"	20' 0"	20' 0"
FRONT SIDE	20' 0"	20' 0"	20' 0"
REAR SIDE	20' 0"	20' 0"	20' 0"
ADJACENT SIDE	20' 0"	20' 0"	20' 0"
ADJACENT SIDE	20' 0"	20' 0"	20' 0"

GENERAL NOTES

- THE PLAN OF THIS PROJECT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE ADJACENT PROPERTY OWNERS.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
- THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND ADJACENT PROPERTY OWNERS.
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MAINTENANCE AND REPAIRS

- THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THE PROJECT AND THE ADJACENT PROPERTY.
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LINETYPE LEGEND

LINE TYPE	DESCRIPTION
---	PROPERTY LINE
---	SETBACK LINE
---	EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY
---	EXISTING SIDEWALK
---	PROPOSED SIDEWALK
---	EXISTING CURB
---	PROPOSED CURB
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	EXISTING UTILITY
---	PROPOSED UTILITY
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING WALL
---	PROPOSED WALL
---	EXISTING DOOR
---	PROPOSED DOOR
---	EXISTING WINDOW
---	PROPOSED WINDOW
---	EXISTING ROOF
---	PROPOSED ROOF
---	EXISTING FLOOR
---	PROPOSED FLOOR
---	EXISTING CEILING
---	PROPOSED CEILING
---	EXISTING STAIR
---	PROPOSED STAIR
---	EXISTING ELEVATOR
---	PROPOSED ELEVATOR
---	EXISTING MECHANICAL
---	PROPOSED MECHANICAL
---	EXISTING ELECTRICAL
---	PROPOSED ELECTRICAL
---	EXISTING TELEPHONE
---	PROPOSED TELEPHONE
---	EXISTING CABLE
---	PROPOSED CABLE
---	EXISTING GAS
---	PROPOSED GAS
---	EXISTING WATER
---	PROPOSED WATER
---	EXISTING SEWER
---	PROPOSED SEWER
---	EXISTING SANITARY
---	PROPOSED SANITARY
---	EXISTING RAIN
---	PROPOSED RAIN
---	EXISTING STORM
---	PROPOSED STORM
---	EXISTING DRAIN
---	PROPOSED DRAIN
---	EXISTING GROUND
---	PROPOSED GROUND
---	EXISTING SURFACE
---	PROPOSED SURFACE
---	EXISTING VEGETATION
---	PROPOSED VEGETATION
---	EXISTING TREES
---	PROPOSED TREES
---	EXISTING SHRUBS
---	PROPOSED SHRUBS
---	EXISTING FLOWERS
---	PROPOSED FLOWERS
---	EXISTING GRASS
---	PROPOSED GRASS
---	EXISTING SOIL
---	PROPOSED SOIL
---	EXISTING ROCK
---	PROPOSED ROCK
---	EXISTING SAND
---	PROPOSED SAND
---	EXISTING GRAVEL
---	PROPOSED GRAVEL
---	EXISTING ASPHALT
---	PROPOSED ASPHALT
---	EXISTING CONCRETE
---	PROPOSED CONCRETE
---	EXISTING BRICK
---	PROPOSED BRICK
---	EXISTING STONE
---	PROPOSED STONE
---	EXISTING METAL
---	PROPOSED METAL
---	EXISTING GLASS
---	PROPOSED GLASS
---	EXISTING WOOD
---	PROPOSED WOOD
---	EXISTING PLASTER
---	PROPOSED PLASTER
---	EXISTING GYPSUM
---	PROPOSED GYPSUM
---	EXISTING MORTAR
---	PROPOSED MORTAR
---	EXISTING PAINT
---	PROPOSED PAINT
---	EXISTING STAIN
---	PROPOSED STAIN
---	EXISTING VARNISH
---	PROPOSED VARNISH
---	EXISTING POLISH
---	PROPOSED POLISH
---	EXISTING WAX
---	PROPOSED WAX
---	EXISTING OIL
---	PROPOSED OIL
---	EXISTING GREASE
---	PROPOSED GREASE
---	EXISTING DIRT
---	PROPOSED DIRT
---	EXISTING DEBRIS
---	PROPOSED DEBRIS
---	EXISTING RUBBISH
---	PROPOSED RUBBISH
---	EXISTING WASTE
---	PROPOSED WASTE
---	EXISTING LITTER
---	PROPOSED LITTER
---	EXISTING TRASH
---	PROPOSED TRASH
---	EXISTING GARBAGE
---	PROPOSED GARBAGE
---	EXISTING REFUSE
---	PROPOSED REFUSE
---	EXISTING WASTE
---	PROPOSED WASTE
---	EXISTING LITTER
---	PROPOSED LITTER
---	EXISTING TRASH
---	PROPOSED TRASH
---	EXISTING GARBAGE
---	PROPOSED GARBAGE
---	EXISTING REFUSE
---	PROPOSED REFUSE

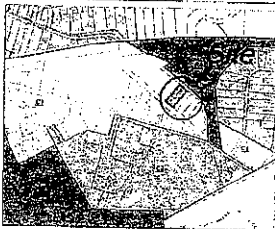
PROPOSED LEGEND

LINE TYPE	DESCRIPTION
---	PROPOSED PROPERTY LINE
---	PROPOSED SETBACK LINE
---	PROPOSED DRIVEWAY
---	PROPOSED SIDEWALK
---	PROPOSED CURB
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---	PROPOSED STORM
---	PROPOSED DRAIN
---	PROPOSED GROUND
---	PROPOSED SURFACE
---	PROPOSED VEGETATION
---	PROPOSED TREES
---	PROPOSED SHRUBS
---	PROPOSED FLOWERS
---	PROPOSED GRASS
---	PROPOSED SOIL
---	PROPOSED ROCK
---	PROPOSED SAND
---	PROPOSED GRAVEL
---	PROPOSED ASPHALT
---	PROPOSED CONCRETE
---	PROPOSED BRICK
---	PROPOSED STONE
---	PROPOSED METAL
---	PROPOSED GLASS
---	PROPOSED WOOD
---	PROPOSED PLASTER
---	PROPOSED GYPSUM
---	PROPOSED MORTAR
---	PROPOSED PAINT
---	PROPOSED STAIN
---	PROPOSED VARNISH
---	PROPOSED POLISH
---	PROPOSED WAX
---	PROPOSED OIL
---	PROPOSED GREASE
---	PROPOSED DIRT
---	PROPOSED DEBRIS
---	PROPOSED RUBBISH
---	PROPOSED WASTE
---	PROPOSED LITTER
---	PROPOSED TRASH
---	PROPOSED GARBAGE
---	PROPOSED REFUSE

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 1-800-242-1776

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SCHOCK GROUP LLC
 1400 N. 10TH ST. SUITE 100
 WASHINGTON, PA 15388



NET LOT AREA DATA (S.D. CONSTRUCTION PLAN)

DESCRIPTION	AREA (SQ. FT.)
LOT AREA	10,000
SETBACK AREA	2,000
DRIVEWAY AREA	1,000
TOTAL AREA	13,000

EXISTING IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
EXISTING DRIVEWAY	1,000
EXISTING SIDEWALK	500
EXISTING CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

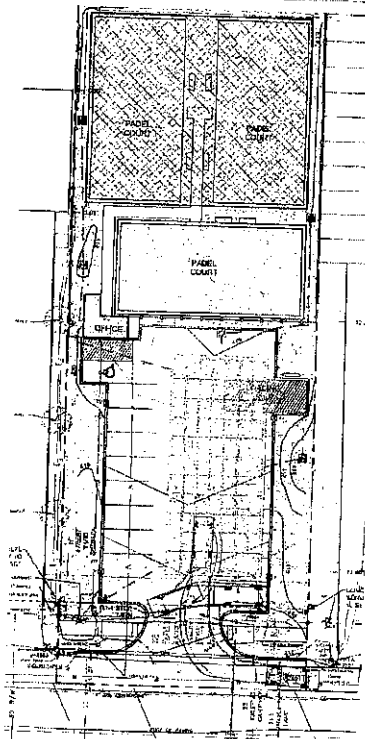
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PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700

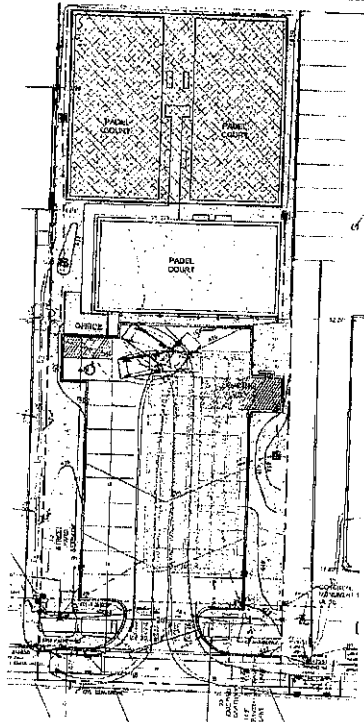
PROPOSED IMPROVEMENTS SURVEY

DESCRIPTION	AREA (SQ. FT.)
PROPOSED DRIVEWAY	1,000
PROPOSED SIDEWALK	500
PROPOSED CURB	200
TOTAL AREA	1,700



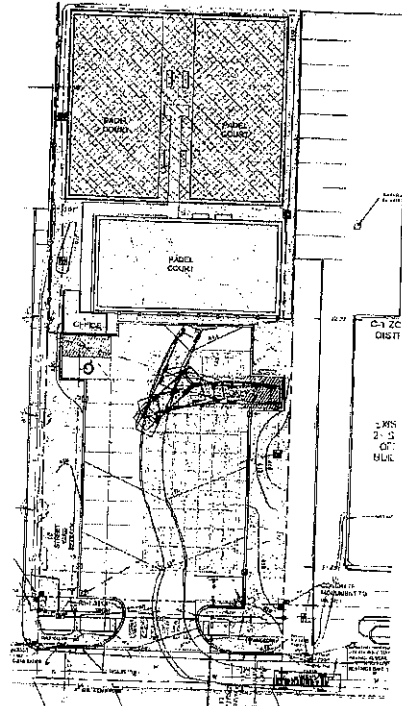
TOGA ROAD
 (LANCASTER ROAD)
 I.R. 1006

PASSENGER CAR TURNING TEMPLATE



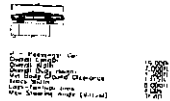
TOGA ROAD
 (LANCASTER ROAD)
 I.R. 1006

PASSENGER CAR TURNING TEMPLATE



TOGA ROAD
 (LANCASTER ROAD)
 I.R. 1006

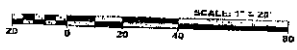
SINGLE UNIT TRUCK TURNING TEMPLATE - ARRIVAL



Passenger Car
 Length: 18'-0"
 Width: 6'-0"
 Height: 4'-6"
 Wheelbase: 10'-0"
 Overhang: 8'-0"
 Turning Radius: 24'-0"



Single Unit Truck
 Length: 30'-0"
 Width: 8'-0"
 Height: 13'-6"
 Wheelbase: 18'-0"
 Overhang: 12'-0"
 Turning Radius: 48'-0"



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 CHICAGO, IL 60607
 TEL: 773.399.1100



DATE: 11/11/11
 DRAWN BY: J. SCHOCK
 CHECKED BY: J. SCHOCK
 PROJECT: 341 EAST CONESTOGA ROAD
 SHEET: 1 OF 1

341 EAST CONESTOGA ROAD
 ILLINOIS, INDIANA, WISCONSIN, MISSOURI, KENTUCKY, OHIO, PENNSYLVANIA

DESCRIPTION:
 TURNING TEMPLATES FOR
 PASSENGER CAR AND SINGLE UNIT TRUCK

DATE: 11/11/11
 DRAWN BY: J. SCHOCK
 CHECKED BY: J. SCHOCK
 PROJECT: 341 EAST CONESTOGA ROAD
 SHEET: 1 OF 1

APPENDIX "C"

ENGINEER'S OPINION OF COST



SCHOCK GROUP LLC

SURVEYING & LAND DEVELOPMENT SERVICES

Schock Group LLC
1982 Butler Pike, Suite 5
Conschohocken, PA 19428
610-590-7373
SchockGroup.com

14-Jul-25

Ms. Erin McPherson
Director of Planning and Zoning and Zoning Officer
Tredyffrin Township
1100 Duportail Road
Berwyn, PA 19312

RE: **341 E Conestoga Road**
Tredyffrin Township, Chester County
Stormwater Cost Estimate Within State R/W of S.R. 1006

File # 1769

Dear Ms. McPherson,

The following is our estimate of the probable cost of the proposed stormwater management improvements for the above mentioned project within the state Right-of-Way of S.R. 1006.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
A. <u>Erosion and Sedimentation Control</u>					
1	Silt Fence	LF	-	\$ 10.00	\$ -
2	Tree Protection	LF	60	\$ 10.00	\$ 600.00
3	Super Silt Fence	LF	60	\$ 10.00	\$ 600.00
4	Construction Entrance	EA	-	\$ 1,500.00	\$ -
5	Inlet Protection	EA	-	\$ 500.00	\$ -
6	Maintenance of Controls	LUMP SUM	-	\$ -	\$ -
7	Concrete Washout	EA	-	\$ 500.00	\$ -
SUBTOTAL 'A'				\$	1,200.00
B. <u>Demolition and Site Work</u>					
8	Clearing and Grubbing	LS	-	\$ 2,000.00	\$ -
9	Rough Grading	LS	-	\$ 2,000.00	\$ -
10	Construction Stakeout	LS	-	\$ 2,500.00	\$ -
SUBTOTAL 'B'				\$	-

C. Roadway Paving, Walks, Curbing

11	Permanent Roadway Restoration	SY	37.5	\$	28.00	\$	1,050.00
12	1.5" ID-2 Wearing	SY	45	\$	15.00	\$	675.00
13	2.5" Binder Course	SY	45	\$	22.00	\$	990.00
14	6" PADOT 2A Modified Stone	SY	45	\$	15.00	\$	675.00
15	Concrete Sidewalk	SY	5	\$	125.00	\$	625.00
16	ADA Curb Ramp	EA	1	\$	5,000.00	\$	5,000.00
17	Concrete Curb	LF	56.5	\$	30.00	\$	1,695.00

SUBTOTAL 'C'

\$ 10,710.00

D. Stormwater Management

18	6" HDPE	LF	-	\$	50.00	\$	-
19	8" HDPE	LF	-	\$	70.00	\$	-
20	10" HDPE	LF	-	\$	85.00	\$	-
21	15" HDPE	LF	-	\$	100.00	\$	-
22	2' x 2' Inlet	EA	58	\$	3,000.00	\$	5,800.00
23	Small Park Grate	EA	-	\$	1,000.00	\$	-
24	Doghouse Manhole	EA	-	\$	1,000.00	\$	-
25	MRC System #1	EA	1	\$	5,000.00	\$	5,000.00
26	Outlet Structure	LUMP SUM	-	\$	-	\$	-
27	Fabco Stormbasins	EA	-	\$	5,000.00	\$	-
		EA	-	\$	1,000.00	\$	-

SUBTOTAL 'D'

\$ 10,800.00

E. Sanitary Sewer

28	Sanitary Lateral, 4" PVC w/ cleanouts	LF	-	\$	65.00	\$	-
29	Sanitary Lateral Connection	EA	-	\$	2,000.00	\$	-

SUBTOTAL 'E'

\$ -

F. <u>Signs and Striping</u>					
30	Crosswalk Striping	EA	0.5	\$ 500.00	\$ 250.00
31	4" Line Striping	LF	-	\$ 2.50	\$ -
32	ADA Parking Striping	EA	-	\$ 500.00	\$ -
33	Traffic Signs	EA	0.5	\$ 300.00	\$ 150.00
SUBTOTAL 'F'				\$	400.00
G. <u>Landscaping & Lighting</u>					
34	Deciduous Trees	EA	-	\$ 500.00	\$ -
35	Shrubs	EA	-	\$ 125.00	\$ -
36	Evergreen Trees	EA	-	\$ 500.00	\$ -
37	Lighting	EA	-	\$ 1,500.00	\$ -
38	Topsoil, Seed, and Straw	LS	-	\$ 1,500.00	\$ -
SUBTOTAL 'G'				\$	-
H. <u>Engineering</u>					
39	Monuments	EA	-	\$ 200.00	\$ -
40	As-Built Plans	LS	-	\$ 1,995.00	\$ -
SUBTOTAL 'H'				\$	-
I. <u>Miscellaneous</u>					
41	Final Stabilization	LS	-	\$ 2,000.00	\$ -
42	Perimeter Fencing	LF	-	\$ 20.00	\$ -
43	Bicycle Storage Rack	EA	-	\$ 500.00	\$ -
SUBTOTAL 'I'				\$	-
SUBTOTAL (A - I)				\$	23,110.00
5% Township Inspection Per MPC				\$	1,155.50
10% Contingency Per MPC				\$	2,311.00
TOTAL ESCROW/FINANCIAL SECURITY				\$	26,576.50

(Per Section 509 of municipal code)

APPENDIX "D"

PENNDOT STRIKE-OFF LETTER

DATE: January 11, 2012

SUBJECT: PennDOT Storm Water Facility Policies & Guidebook

TO: District Executives

FROM: R. Scott Christie, P.E. /s/
Deputy Secretary for Highway Administration

This time neutral strike-off letter (SOL) replaces SOL # 470-10-03 dated June 24, 2010, and applies to Highway Occupancy Permits (HOP) issued after June 24, 2010. We are updating a number of Publications in order to use consistent terminology (i.e. use of the term “storm water” rather than “drainage”) and introducing the HOP Storm Water Facility Guidebook. This Guidebook (attached) assists in the installation or modification of storm water facilities during the HOP process and includes alternative storm water designs. It will be placed on PennDOT’s website under Highway Occupancy Permits and references the “Co-Applicant Agreement”, an example of which can also be accessed online.

Also attached are replacement sheets to be used to update existing publications. Please remove and destroy replaced sheets:

- Pub. 170, HOP Manual, Chapter 3.8, Construction of Sidewalk, Curb, or Storm Water Facilities, pp 2 through 3, 80 through 81, and 119.
- Pub. 282, HOP Guidelines, Chapter 3.7, Construction of Sidewalk, Curb, or Storm Water Facilities, pp 2 through 3, pg. 5, pp 64 and 65, pg. 91, and pg. 191.
- Pub. 23, Chapter 8.5, Storm Water Maintenance Responsibilities Concerning Municipalities, pp 8-1, 8-10 & 11, and Exhibit 7, Background for Storm Water Facilities Policy, pp 8-22 and 23.

Other chapters of Pub. 23 will be impacted by these terminology changes and will be revised through future updates.

It is vital that District HOP application reviewers continue to meet with applicants and their engineer before design begins, since the HOP policy requires a local government to be a co-applicant for certain types of permits. If the local government does not wish to be a co-applicant the use of alternative storm water designs should be considered. In such cases the private land owner would be the sole HOP applicant.

If you have any questions in regards to the attached policy, please contact Daryl St. Clair, P.E., Acting Director, Bureau of Highway Safety and Traffic Engineering, at (717) 787-7350.

Attachments

4700/DRS/hmq

CC: Pennsylvania State Association of Township Supervisors
Pennsylvania State Association of Boroughs
Pennsylvania State Association of Township Commissioners
Pennsylvania League of Cities and Municipalities
Ronald G. Wagenmann, Transportation Advisory Committee
Brian Kendro, Director, Policy Office
Andy Gordon, Chief Counsel, Office of Chief Counsel
R. Craig Reed, P.E., Director, Bureau of Municipal Services
Brian Thompson, P.E., Director, Bureau of Project Delivery
Charles C. Goodhart, Director, Bureau of Maintenance and Operations
Daryl St. Clair, P.E., Acting Director, Bureau of Highway Safety and Traffic Engineering
Rebecca Burns, P.E., Chief, Innovation and Support Services Division
Assistant District Executives
District Permit Managers
District RMS Coordinators
BOMO & BHSTE Division Chiefs
Mike Dzurko, BHSTE

3.2 -- HOP APPLICATION REVIEW POLICY	46
Access Application 60-day Deemer	47
3.3 -- PRELIMINARY REVIEW OF APPLICATIONS BY COUNTY STAFF	49
Access Applications	49
Sound Land Use	50
Engineering District Process	50
Utility Applications	51
Photodocumentation	51
Regulations and Publications	52
Forms	52
3.4 -- HOP FEES	53
Application, Issuance, and General Inspection Fees	53
Fee Exceptions	54
Additional Fees	56
Charge Calculation and Processing	57
Supplement Fees	57
Method of Payment	57
Refund of Fees	57
Uncollectible Check(s)	58
Township Fees	58
3.5 -- HOP APPLICATION CLEARANCE FORMS (M-930 SERIES)	59
M-930 D – Driveways	59
M-930 N – Non-Utility	61
M-930 S – Security Documents	62
M-930 U – Utilities	63
Processing M-930 Forms	65
3.6 -- RECORDING A HIGHWAY OCCUPANCY PERMIT	66
3.7 -- ADDITIONAL HOP APPLICATION REQUIREMENTS	67
Restoration Security	67
Indemnification	70
Insurance	71
Photodocumentation	72
Traffic Control Plan	72
Traffic Impact Study	73
Drainage Impact Report (a.k.a. Drainage Control Report)	73
Drainage Release (Form M-947)	74
Access Covenant (Form M-946)	75
Additional Application Information	75
Private Status	76
Permit Agreements	77
3.8 -- MISCELLANEOUS REVIEW OF APPLICATION	78
Mine Entries and Strip Mining Operations	78
Seismic Surveys	78
Traffic Signal Installations	78
Highway Lighting	79
Limited Access Interchanges, Assess Points, and Ramps	79
Limited Access Highways	79
Construction of Sidewalk, Curb, or Storm Water Facilities	80
Turnpike Permits	82
Transverse Pavement Openings	82
Longitudinal Occupancy -- Subsurface	83
Longitudinal Occupancy -- Aboveground	83
Aboveground Crossings	84
Slope Easements	85
Research Project Permits	86
Instances Where Highway Occupancy Permit Is Not Required	87

Instances Where Highway Occupancy Permit Cannot Be Issued 88

3.9 -- VIEWING OTHER PENNDOT DATABASES ON-LINE 89

 Viewing RMS Data 89

 Viewing PENNDOT Video log "on-line" 90

 Viewing PENNDOT County Maps "on-line" 90

 Viewing PENNDOT Publications "on-line" 90

 Creating Screen Images 91

3.10 -- HOP SIGHT DISTANCE OVERVIEW 92

 Velocity (V) 92

 Legal Speed 92

 Safe-Running Speed 93

 85th Percentile Speed 93

 Measuring Driveway Sight Distances 94

 Insufficient Sight Distance 94

 Vegetation on Adjacent Property 95

 Application Denial 96

 Resubmission of Denied Applications 96

3.11 -- BRIDGE OCCUPANCY LICENSE (BOL) PROGRAM 97

 Law 97

 Regulation and Policy 97

 BOL Administrative Responsibilities 99

 Central Permit Office 99

 District Bridge Units 99

CHAPTER 4 -- ISSUANCE OF PERMIT 101

 4.1 -- PERMIT ISSUANCE 101

 4.2 -- MODIFICATIONS 103

 4.3 -- DISTRIBUTION AND RETENTION OF PERMIT, PLANS AND RECORDS 104

 4.4 -- PERMIT LEDGERS 105

 District Permit Office 105

 County Permit Office 105

 4.5 -- PERMANENT PERMIT RECORD 106

 4.6 -- SUPPLEMENTAL HIGHWAY PERMIT (ELECTRONIC FORM M-945 S) 107

 4.7 -- CANCELLATION, VOIDING OR ASSIGNMENT OF PERMIT 108

 Cancellation -- Refund 108

 Voiding a Permit 108

 Assignment of Permit or License 109

 4.8 -- TRANSMITTAL OF REVENUE 110

 4.9 -- MUNICIPAL PERMIT AGREEMENTS 111

 4.10 -- UTILITY PERMIT ISSUERS 112

CHAPTER 5 -- RESOLUTION OF PROBLEMS 115

 5.1 -- ACCESS AND DRAINAGE PROBLEMS 115

 Unpermitted/Noncomplying Access 115

 Obtaining Concurrence Prior To Blocking an Access by Physical Means or Court Order 117

 Appropriate Level of Concurrence 117

 Concurrence Justification 117

 Concurrence 118

 Storm Water Facility Maintenance -- Responsibility 119

 Storm Water Facility Problems -- Responsibility 120

 5.2 -- DEPARTMENTAL CITATIONS 122

 5.3 -- HIGHWAY OCCUPANCY PERMITTEE DISPUTE REVIEW PROCESS 123

 Purpose 123

 Scope 123

 Responsible Organizations 123

 Policy 123

determined will then serve as the basis for the remuneration requested from the property owner.

2. Drainage Structures. -- In order to conform to Title 23, Code of Federal Regulations (CFR), applicants for a permit may not be permitted to encroach or install structures on the right-of-way unless:
 - a. It is in the "public interest", and
 - b. The encroachment will not impair the highway (as defined) or interfere with the safe and free flow of traffic and drainage.

Both conditions must be satisfied; it is not permissible to allow right-of-way occupancies solely for the convenience of the permittee. Also, do not allow abutting property owners to occupy highway right-of-way with their site improvements if there are reasonable alternatives.

FHWA may allow the placement of rock-lined ditches from an adjacent property to highway drainage systems provided there is compliance with other requirements (e.g., available system capacity). However, a proposal for other encroachments (including pipes and end treatments) must document that the two conditions cited above are satisfied. If this justification is not included with the permit application, promptly return the application to the applicant as incomplete.

Consistent with Regulation 441, permits will not normally be issued for occupancy of any limited access highway by drainage structures which alter or connect with a PENNDOT drainage facility. In special cases, PENNDOT, with the written approval of the FHWA, may make exceptions.

An application for a drainage facility not altering or connected to a Department drainage facility that proposes to occupy limited access right-of-way must be consistent with the Design Manual, Part 5, as specified in Chapter 459.

Construction of Sidewalk, Curb, or Storm Water Facilities

Free Permits will be issued in the name of a local government for the construction or modification of sidewalk, curb or storm water facilities being installed at no additional cost or expense to PennDOT. Local governments are townships, cities, boroughs, incorporated towns, home rule municipalities, and counties. The Department may also issue a permit to an individual property owner for the construction of such structures within its property frontage limits provided the permit is recorded. A local government may impose additional requirements upon a property owner for the construction of curbs and sidewalks provided that they do not conflict with the Department's standards. (See Chapter 5.1 – Storm Water Facility Maintenance – Responsibility for additional guidance on who shall apply for certain storm water facility modifications).

Curbs and sidewalks are to be designed and installed consistent with Sections 630, 676 and 694 of Publication 408, Roadway Construction Standards RC-64M and RC-67M, and Design Manual, Part 2, Chapter 6. Also see Section 416 of the State Highway Law.

Storm water facilities are to be designed and installed consistent with applicable provisions of Design Manual, Part 2, Chapter 2; the Maintenance Manual, Chapter 8.5; Publication 408 and Roadway Construction Standards RC-30M thru RC-46M. Also see Sections 417 and 421 of the State Highway Law.

Applications to construct or modify curb, sidewalk or storm water facility will be reviewed by District staff to determine the effects on safety, capacity, existing utility facilities and compliance with the Americans with Disabilities Act (ADA).

If the proposed sidewalk, curb or storm water facility would have an adverse effect on safety or capacity, the application will not be approved.

If the proposed sidewalk, curb or storm water facilities would have an adverse effect on highway drainage or change the rate, volume, or quality of storm water runoff, the Permittee will be required to (1) construct all remedial storm water facilities, (2) assume all future maintenance obligations of the storm water facilities, and (3) record the permit.

If the proposed sidewalk, curb or storm water facility will require the relocation of any utility facility, the applicant must submit written acknowledgment from all affected Utilities that the Utilities agree to relocate to the location designated on the plans at no additional cost to PennDOT.

Following are regulatory references relating to drainage. (Also see State Highway Law, Sections 417 and 421.)

1. Chapter 441:
 - a. 441.3 (g) – Drainage control plan...
 - b. 441.3(h) – Drainage release.
 - c. 441.4 (f)(1) – Recording...
 - d. 441.6 (6) – Altering drainage prohibited.
 - e. 441.6 (12) – Maintenance.
 - f. 441.6 (15) – Damage to highway.
 - g. 441.10 – Penalties and enforcement actions.

2. Chapter 459:
 - a. 459.1 – Utility facility definition.
 - b. 459.7 (5) – Altering drainage prohibited.
 - c. 459.7 (14) – Maintaining structure or facility.
 - d. 459.7 (16) – Damage to highway.
 - e. 459.11 – Penalties and enforcement actions.

Storm Water Facility Maintenance -- Responsibility

Authority. PennDOT has statutory authority to maintain adequate highway storm water (State Highway Law, 36 P.S. Section 670 - 417) and to regulate the use of State highways (State Highway Law, 36 P.S. Section 670 - 420; 67 Pa. Code Section 441.2). Refer to Chapter 8 of the Maintenance Manual for additional information related to maintenance responsibilities.

Pipe culverts placed under a driveway to accommodate the property owner enables safe vehicular access without adversely affecting highway storm water. If the driveway did not exist, a pipe culvert would not be necessary to maintain highway storm water. Pipe culverts can become blocked and cause more potential problems than driveways with swales. Use swales, where feasible, across driveways. If swales are not feasible, pipes may be allowed.

Pipe culverts placed under a driveway benefit the property owner as well as the traveling public. A pipe culvert can reduce the property owner's cost of maintaining the driveway. Maintenance of a pipe culvert installed under an access is the property owner's responsibility (under Regulation 441.6(12)). Although PennDOT may initially install a pipe culvert under a driveway as part of a construction or maintenance project, it is primarily the *property owner's responsibility* to maintain the pipe culvert just as it is primarily the property owner's responsibility to maintain safe sight distance and to remove snow from the driveway. These responsibilities are not limited to "permitted" driveways; thus, whether or not a valid permit exists does not alter the fact that the owner is responsible for access maintenance.

Persons owning property abutting a State highway have a constitutional right of reasonable (i.e., safe and operationally sound) access to public roads. However, along with this right there is also a responsibility to provide continued safe and operationally sound access to motorists and a responsibility not to adversely affect the rights thru-traffic has to safe and operationally sound highway movement.

Of course, if a nonfunctioning pipe culvert is creating or has the potential to create a hazardous roadway condition, PennDOT may, after appropriate notice, take action to eliminate the hazard (and invoice the property owner for all costs under Program 612, using the applicable Object Codes). Under Regulation 441.10, PennDOT has the authority to remove, sever or block drainage structures constructed or altered without a permit or in violation of the regulations.

Where storm water structures (other than a pipe culvert under a minimum use driveway) are permitted in PennDOT right-of-way or are permitted to connect to PennDOT storm water facilities, the Permit shall state that the permittee is responsible for future maintenance of the storm water structures being installed (see Permit Condition Code #388). Permits that allow the above types of storm water facilities need to be recorded.

It is recommended that every new land development project be designed to retain the site development storm water runoff or a design that does not require storm water to be directed to the State highway right-of-way. However, this is not always possible and PennDOT is faced with site development storm water designs that are directing and discharging storm water toward and within the State highway right-of-way.

In addition, many municipalities, by ordinance, require, as part of the local land development process, the installation of curbing along the site frontage adjacent to a State highway. Often when curbing is introduced, there is a need to manage storm water via the installation of enclosed surface storm water facilities. PennDOT prefers the design of storm water systems through the use of open ditches and cross pipes which reduces the cost of highway projects and future maintenance.

New land development should be designed to ensure that the quantity and volume of storm water directed onto the State highway right-of-way is properly managed. PennDOT is not obligated to issue a highway occupancy permit for the use of its right-of-way for storm water purposes, but may do so in such situations within its discretion for economy of maintenance as well as supporting land development. Permits related to new land development may be issued to private applicants if for open surface storm water facilities. Permits for enclosed surface storm water facilities connecting to highway storm water facilities shall be issued to a local government or a local government and the private owner of the new land development as co-applicants. This policy applies to permits being issued after June 24, 2010. Exceptions may be granted from PennDOT's Central Office for land development plans approved before June 24, 2010. Condition Code #389 should be used if there is a private co-applicant. Permits for enclosed surface storm water facilities not connected to highway storm water facilities can be issued to public or private applicants if they can be defined as a utility facility under Pa Code, Title 67, Chapter 459. Local governments are townships, cities, boroughs, incorporated towns, home rule municipalities, and counties.

Additional guidance, broken into five different scenarios, indicating who the permit applicant shall be for a particular type of proposed storm water facility within PennDOT right-of-way is as follows:

1. **Storm water facilities draining or conveying drainage under a proposed driveway or local road.**
 - a. Permittee – driveway/local road applicant.
 - b. Examples – driveway pipes, culverts, ditches, swales and/or associated open and enclosed surface storm water facilities under or appurtenant to the driveway or local road that serve to drain the driveway or local road or convey drainage under the driveway or local road.

2. **Open Surface storm water facilities draining more than a proposed driveway or local road, whether connected to a highway storm water facility or not.**
 - a. Permittee – driveway/local road applicant.
 - b. Examples – ditches, curbing, swales and inlets servicing development of the land in general and typically not under or appurtenant to the driveway or local road.
 - c. Local government approval is required if a local ordinance addressing storm water exists. If a local ordinance does not exist, county government should be consulted to determine if there are any county imposed requirements for which approval must be obtained from the county. [As a matter of policy for local coordination purposes.]
 - d. PennDOT is not required to allow use of its right-of-way for this general land development storm water; but may do so within its discretion for economy of maintenance as well as supporting land development.

3. **Enclosed surface storm water facilities draining more than a proposed driveway or local road and physically or hydraulically connected to an existing or new highway storm water facility.**
 - a. Permittee – local government or local government and landowner as co-permittees. [The local government may pass responsibility onto landowner through land development process.]
 - b. Examples – pipes servicing development of the land in general and typically not under or appurtenant to the driveway or local road.
 - c. PennDOT is not required to allow the use of its right-of-way for this general land development storm water; but may do so within its discretion for economy of maintenance as well as supporting land development.
 - d. The following conditions shall be added to the permit if there is a private co-applicant (Condition Code #389):
 1. STORM WATER FACILITIES INSTALLED BY THIS PERMIT ARE THE PRIMARY RESPONSIBILITY OF THE LOCAL GOVERNMENT TO CONTINUALLY MAINTAIN OR REPLACE.
 2. LANDOWNER CO-PERMITTEE IS RESPONSIBLE FOR PROVIDING FUNDING TO THE LOCAL GOVERNMENT TO OFFSET FUTURE MAINTENANCE COSTS ASSOCIATED WITH THE PERMITTED STORM WATER FACILITY(IES).
 - e. Maintenance responsibilities under the permit only apply to the storm water facilities installed as part of the permit.
 - f. A local maintenance indemnity and funding agreement (co-applicant agreement) is recommended to be recorded so that the agreement will legally bind any subsequent owner of the property serviced by the facility.

4. **New or modified enclosed surface storm water facilities draining the highway and/or adjacent properties.**
- a. Permittee – local government or local government and landowner as co-permittees. [The local government may pass responsibility on to developer through land development process.]
 - b. Examples – enclosed surface storm water facilities created due to the installation of curbing along the highway. [This scenario is different from scenario three because the facility is draining the highway and/or adjacent properties rather than the landowner's property.]
 - c. PennDOT is not required to allow the use of its right-of-way for this general land development storm water; but may do so within its discretion for economy of maintenance as well as supporting land development.
 - d. The following conditions shall be added to the permit if there is a private co-applicant (Condition Code #389):
 1. STORM WATER FACILITIES INSTALLED BY THIS PERMIT ARE THE PRIMARY RESPONSIBILITY OF THE LOCAL GOVERNMENT TO CONTINUALLY MAINTAIN OR REPLACE.
 2. LANDOWNER CO-PERMITTEE IS RESPONSIBLE FOR PROVIDING FUNDING TO THE LOCAL GOVERNMENT TO OFFSET FUTURE MAINTENANCE COSTS ASSOCIATED WITH THE PERMITTED STORM WATER FACILITY(IES).
 - e. Maintenance responsibilities under the permit only apply to the storm water facilities installed as part of the permit.
 - f. A local maintenance indemnity and funding agreement (co-applicant agreement) is recommended to be recorded so that the agreement will legally bind any subsequent owner of the property serviced by the facility.
5. **Enclosed storm water drainage facilities not connected to a highway storm water facility.**
- a. Permittee – landowner or local government. [These are utility facilities under Pa Code, Title 67, Chapter 459.]
 - b. Examples – pipes servicing the development of the land in general that are independent of highway storm water facilities.
 - c. The system must be deemed to directly or indirectly serve the public or any part thereof. §459.1(definition of utility facility). [This is an easier determination if the permittee is the local government.]

The above scenarios have been developed in view of several circumstances: Section 421 of the State Highway Law, 36 P.S. § 670-421, which indicates: "It is unlawful for any person to discharge sewage or drainage, except surface drainage, on, or within the legal limits of, any State highway"; the constitutional right of access held by landowners abutting non-limited access highways; the public nature of local governments as well as their historic and statutory responsibility for storm water management within their geographic boundaries and their review and approval of land development plans, which frequently include storm water management; Pa Code, Title 67, Chapter 441 and

Chapter 459; and the Department's Maintenance Manual, Department Publication 23, Chapter 8.

Asset Management of Cross Pipes

Storm water maintenance responsibilities will be recorded in the Roadway Management System (RMS) along with other Systematic Techniques to Analyze and Manage Pennsylvania Pavements (STAMPP) inventory and condition data as defined in Publication 73, the Drainage Condition Survey Field Manual. Use a "0" for non-PennDOT maintained, and a "1" for PennDOT maintained cross pipes. This will allow the facility to be plotted on the straight-line-diagrams. Field data is expected to be available in the RMS database for input after January 2010.

New cross pipe information shall be provided to the District RMS Coordinator when other highway occupancy permit (HOP) pavement related data is provided through the Pavement History Update Policy implemented in March 2009. *Publication 282 Highway Occupancy Permit (HOP) Guidelines*

Method of Payment	48
Refund of Fees	48
Uncollectible Check(s)	49
Township Fees	49
3.5 -- RECORDING A HIGHWAY OCCUPANCY PERMIT	50
3.6 -- ADDITIONAL HOP APPLICATION REQUIREMENTS	51
Restoration Security	51
Indemnification	54
Insurance	55
Photodocumentation	56
Traffic Control Plan	56
Traffic Impact Study	57
Drainage Impact Report (a.k.a. Drainage Control Report)	57
Drainage Release (Form M-947)	58
Access Covenant (Form M-946)	59
Additional Application Information	59
Private Status	60
Permit Agreements	61
3.7 -- MISCELLANEOUS REVIEW OF APPLICATION	62
Mine Entries and Strip Mining Operations	62
Selsmic Surveys	62
Traffic Signal Installations	62
Highway Lighting	63
Limited Access Interchanges, Assess Points, and Ramps	63
Limited Access Highways	63
Construction of Sidewalk, Curb, or Storm Water Facilities	64
Turnpike Permits	65
Transverse Pavement Openings	66
Longitudinal Occupancy -- Subsurface	67
Longitudinal Occupancy -- Aboveground	67
Aboveground Crossings	68
Slope Easements	69
Instances Where Highway Occupancy Permit is Not Required	70
Instances Where Highway Occupancy Permit Cannot Be Issued	71
3.8 -- VIEWING PENNDOT INFORMATION ON-LINE	72
Viewing PENNDOT Video log "on-line"	72
Viewing PENNDOT County Maps "on-line"	72
Viewing PENNDOT Publications "on-line"	72
3.9 -- HOP SIGHT DISTANCE OVERVIEW	73
Velocity (V)	73
Legal Speed	73
Safe-Running Speed	74
85th Percentile Speed	74
Measuring Driveway Sight Distances	75
Insufficient Sight Distance	75
Vegetation on Adjacent Property	76
3.10 -- BRIDGE OCCUPANCY LICENSE (BOL) PROGRAM	77
Law	77
Regulation and Policy	77
CHAPTER 4 -- ISSUANCE OF PERMIT	79
4.1 -- PERMIT ISSUANCE	79
4.2 -- MODIFICATIONS	80
4.3 -- DISTRIBUTION AND RETENTION OF PERMIT, PLANS AND RECORDS	81
4.4 -- SUPPLEMENTAL HIGHWAY PERMIT (ELECTRONIC FORM M-945 S)	82
4.5 -- CANCELLATION OR ASSIGNMENT OF PERMIT	83
Cancellation -- Refund	83

Assignment of Permit or License.....	84
4.6 -- MUNICIPAL PERMIT AGREEMENTS.....	85
4.7 -- UTILITY PERMIT ISSUERS.....	86
CHAPTER 5 -- RESOLUTION OF PROBLEMS.....	89
5.1 -- ACCESS AND DRAINAGE PROBLEMS.....	89
Unpermitted/Noncomplying Access.....	89
Storm Water Facility Maintenance -- Responsibility.....	91
Storm Water Facility Problems -- Responsibility.....	92
5.2 -- DEPARTMENTAL CITATIONS.....	93
5.3 -- HIGHWAY OCCUPANCY PERMITTEE DISPUTE REVIEW PROCESS.....	94
Purpose.....	94
Scope.....	94
Responsible Organizations.....	94
Policy.....	94
Responsibilities.....	94
Procedure.....	95
5.4 -- ADMINISTRATIVE HEARINGS.....	98
Background.....	98
Denying Applications for Insufficient Sight Distance.....	98
Waiver of Regulatory Design Requirements.....	99
Waiver Delegation Not Applicable to Limited Access Highways.....	100
CHAPTER 6 -- UTILITY EMERGENCIES.....	101
6.1 -- EMERGENCY OVERVIEW.....	101
Emergency Repairs to Shared Utility Facilities.....	101
6.2 -- ISSUANCE OF AN EPC.....	102
6.3 -- USE OF AN EPC.....	103
6.4 -- VIOLATION OF AN EPC.....	104
CHAPTER 7 -- INSPECTION OF WORK.....	105
7.1 -- ASSIGNMENT OF ON-SITE PERMIT INSPECTORS.....	105
7.2 -- INITIAL ON-SITE REVIEWS.....	106
7.3 -- "SUBSTANTIAL" PROJECT MEETINGS.....	107
7.4 -- COORDINATION WITH SPECIAL HAULING PERMIT MOVEMENTS.....	109
7.5 -- ON-SITE PERMIT INSPECTOR COMMUNICATIONS.....	110
7.6 -- UTILITY DETERMINATIONS.....	111
Section 459.1 -- Pavement.....	111
Section 459.1 -- Shoulder.....	111
Section 459.3(a) -- Work Within Right-Of-Way Requires Permit.....	111
Section 459.3(b)(1) -- Facility Owner/Operator in the business.....	111
Section 459.3(b)(2) -- Utility Service Jurisdiction.....	112
Section 459.3(b)(2)(iv) -- Pavement Occupancy.....	112
Section 459.3(f) -- Work Zone Traffic Control Plan.....	112
Section 459.5(a) -- Permit at Work Site.....	112
Section 459.7(3) -- Department Standards.....	112
Section 459.7(3)(i) -- Department Requirements.....	113
Section 459.7(4)(v) -- Permittee's Inspector in Charge.....	113
Section 459.7(4)(iii) -- Incomplete Work.....	114
Section 459.7(6)(iv) -- Overlay Waiver.....	114
Section 459.7(9) -- Sharing Facilities.....	114
Section 459.7(15) -- Facility Damage.....	114
Section 459.7(16) -- Restoration Responsibility.....	115
Section 459.8(a)(1)(ii) -- Directional Drilling Authorization.....	115
Section 459.8(a)(3) -- Casing.....	116
Section 459.8(b) -- Trenching Authorization.....	116
Section 459.8(b)(5) -- Three-Foot Depth.....	116

Recording Copy; Form M-945 RC	154
Supplemental Highway Permit; Form M-945 S	156
Acknowledgment – Additional Highway Restoration Obligation; Form M-945 U	157
Certificate of Insurance; Form M-945 X	158
Notice of Dispute; Form M-945 Y	159
Access Covenant; Form M-946	160
Drainage Release; Form M-947	161
Assignment of Permit or License; Form M-948	162
Utility Sketch (Single Pole Placement); Form M-949 A	163
Utility Sketch (Multi-Pole Placement); Form M-949 B	164
Utility Sketch (Surface Openings Less Than 500 L.F.); Form M-949 C	165
Application for Minimum Use Driveway; Form M-950 A	166
Application Return Notification; M-950 AR	167
Deed, Fee Simple; Form M-950 D1	168
Deed of Easement; Form M-950 D2	169
Deed of Easement (Drainage); Form M-950 D3	170
Acknowledgment -- Reimbursement Obligation for Access Application Review; Form M-950 H	171
Indemnification Agreement; Form M-950 I and Covenant; Form M-950 IC	172
HOP Obligation Bond; Form M-950 K and HOP "Blanket" Bond; Form M-950 K1	174
Irrevocable Letter of Credit (Access); Form M-950 L	176
Land Use Questionnaire; Form M-950 MPC	177
Agreement of Release; Form M-950 R	178
Driveway Formula Sight Distance (FSD) Measurements; Form M-950 S	179
Safe-Running Speed Determination; Form M-950 SRS	180
Certificate of Insurance (Access); Form M-950 X	181
CHAPTER 9 -- FORMS AND PUBLICATIONS	183
9.1 -- GENERAL	183
9.2 -- FORMS	184
9.3 -- PUBLICATIONS	186
9.4 -- REGULATIONS	187
APPENDIX "A" -- METRIC CONVERSIONS	189
APPENDIX "B" SERIES	191
APPENDIX B -- RECOMMENDED HOP APPLICATION PROCESS	191
APPENDIX B1 -- HOP PROJECT SCOPING MEETING CHECKLIST	191
APPENDIX B2 -- TIS SCOPING MEETING CRITERIA	191
APPENDIX B3 -- TIS SCOPING MEETING CHECKLIST	191
APPENDIX B4 -- HOP STORM WATER FACILITY GUIDEBOOK	191

- b. The encroachment will not impair the highway (as defined) or interfere with the safe and free flow of traffic and drainage.

Both conditions must be satisfied; it is not permissible to allow right-of-way occupancies solely for the convenience of the permittee. Also, abutting property owners will not be allowed to occupy highway right-of-way with their site improvements if there are reasonable alternatives.

FHWA may allow the placement of rock-lined ditches from an adjacent property to highway drainage systems provided there is compliance with other requirements (e.g., available system capacity). However, a proposal for other encroachments (including pipes and end treatments) must document that the two conditions cited above are satisfied. If this justification is not included with the permit application, it will be promptly returned to the applicant as incomplete.

Consistent with Regulation 441, permits will not normally be issued for occupancy of any limited access highway by drainage structures which alter or connect with a PENNDOT drainage facility. In special cases, PENNDOT, with the written approval of the FHWA, may make exceptions.

An application for a drainage facility not altering or connected to a Department drainage facility that proposes to occupy limited access right-of-way must be consistent with the Design Manual, Part 5, as specified in Chapter 459.

Construction of Sidewalk, Curb, or Storm Water Facilities

Free Permits will be issued in the name of a local government for the construction or modification of sidewalk, curb or storm water facilities being installed at no additional cost or expense to PennDOT. Local governments are townships, cities, boroughs, incorporated towns, home rule municipalities, and counties. The Department may also issue a permit to an individual property owner for the construction of such structures within its property frontage limits provided the permit is recorded. A local government may impose additional requirements upon a property owner for the construction of curbs and sidewalks provided that they do not conflict with the Department's standards. *(See Chapter 5.1 – Storm Water Facility Maintenance – Responsibility for additional guidance on who shall apply for certain storm water facility modifications).*

Curbs and sidewalks are to be designed and installed consistent with Sections 630, 676 and 694 of Publication 408, Roadway Construction Standards RC-64M and RC-67M, and Design Manual, Part 2, Chapter 6. Also see Section 416 of the State Highway Law.

Storm water facilities are to be designed and installed consistent with applicable provisions of Design Manual, Part 2, Chapter 2; the Maintenance Manual, Chapter 8.5; Publication 408 and Roadway Construction Standards RC-30M thru RC-46M. Also see Sections 417 and 421 of the State Highway Law.

Applications to construct or modify curb, sidewalk or storm water facilities will be reviewed by District staff to determine the effects on safety, capacity, existing utility facilities and compliance with the Americans with Disabilities Act (ADA).

If the proposed sidewalk, curb or storm water facilities would have an adverse effect on safety or capacity, the application will not be approved.

If the proposed sidewalk, curb or storm water facilities would have an adverse effect on highway storm water or change the rate, volume, or quality of storm water runoff, the Permittee will be required to (1) construct all remedial storm water facilities, (2) assume all future maintenance obligations of the storm water facilities, and (3) record the permit.

If the proposed sidewalk, curb or storm water facilities will require the relocation of any utility facility, the applicant must submit written acknowledgment from all affected Utilities that the Utilities agree to relocate to the location designated on the plans at no additional cost to PennDOT.

Following are regulatory references relating to drainage. (Also see State Highway Law, Sections 417 and 421.)

1. Chapter 441:
 - a. 441.3 (g) – Drainage control plan...
 - b. 441.3(h) – Drainage release.
 - c. 441.4 (f)(1) – Recording...
 - d. 441.6 (6) – Altering drainage prohibited.
 - e. 441.6 (12) – Maintenance.
 - f. 441.6 (15) – Damage to highway.
 - g. 441.10 – Penalties and enforcement actions.
2. Chapter 459:
 - a. 459.1 – Utility facility definition.
 - b. 459.7 (5) – Altering drainage prohibited.
 - c. 459.7 (14) – Maintaining structure or facility.
 - d. 459.7 (16) – Damage to highway.
 - e. 459.11 – Penalties and enforcement actions.

Turnpike Permits

Under Act No. 61 of 1985, Section 19(b), PENNDOT is required to approve the Pennsylvania Turnpike Commission's plans and specifications for construction on the Pennsylvania Turnpike by contract. These items are approved by the Bureau of Design as well as affected Districts.

Pennsylvania Turnpike Commission related work within State highway right-of-way is authorized by a Highway Occupancy Permit, issued by the affected District.

Storm Water Facility Maintenance -- Responsibility

Authority. PennDOT has statutory authority to maintain adequate highway storm water (State Highway Law, 36 P.S. Section 670 - 417) and to regulate the use of State highways (State Highway Law, 36 P.S. Section 670 - 420; 67 Pa. Code Section 441.2). Refer to Chapter 8 of the Maintenance Manual for additional information related to maintenance responsibilities.

Pipe culverts placed under a driveway to accommodate the property owner enables safe vehicular access without adversely affecting highway storm water. If the driveway did not exist, a pipe culvert would not be necessary to maintain highway storm water. Pipe culverts can become blocked and cause more potential problems than driveways with swales. Use swales, where feasible, across driveways. If swales are not feasible, pipes may be allowed.

Pipe culverts placed under a driveway benefit the property owner as well as the traveling public. A pipe culvert can reduce the property owner's cost of maintaining the driveway. Maintenance of a pipe culvert installed under an access is the property owner's responsibility (under Regulation 441.6(12)). Although PennDOT may initially install a pipe culvert under a driveway as part of a construction or maintenance project, it is primarily the *property owner's responsibility* to maintain the pipe culvert just as it is primarily the property owner's responsibility to maintain safe sight distance and to remove snow from the driveway. These responsibilities are not limited to "permitted" driveways; thus, whether or not a valid permit exists does not alter the fact that the owner is responsible for access maintenance.

Persons owning property abutting a State highway have a constitutional right of reasonable (i.e., safe and operationally sound) access to public roads. However, along with this right there is also a responsibility to provide continued safe and operationally sound access to motorists and a responsibility not to adversely affect the rights thru-traffic has to safe and operationally sound highway movement.

Of course, if a nonfunctioning pipe culvert is creating or has the potential to create a hazardous roadway condition, PennDOT may, after appropriate notice, take action to eliminate the hazard (and invoice the property owner for all costs under Program 612, using the applicable Object Codes). Under Regulation 441.10, PennDOT has the authority to remove, sever or block storm water structures constructed or altered without a permit or in violation of the regulations.

Where storm water structures (other than a pipe culvert under a minimum use driveway) are permitted in PennDOT right-of-way or are permitted to connect to PennDOT storm water facilities, the Permit shall state that the permittee is responsible for future maintenance of the storm water structures being installed (see Permit Condition Code #388). Permits that allow the above types of storm water facilities need to be recorded.

It is recommended that every new land development project be designed to retain the site development storm water runoff or a design that does not require storm water to be directed to the State highway right-of-way. However, this is not always possible and PennDOT is faced with site development storm water designs that are directing and discharging storm water toward and within the State highway right-of-way.

In addition, many municipalities, by ordinance, require, as part of the local land development process, the installation of curbing along the site frontage adjacent to a State highway. Often when curbing is introduced, there is a need to manage storm water via the installation of enclosed surface storm water facilities. PennDOT prefers the design of storm water systems through the use of open ditches and cross pipes which reduces the cost of highway projects and future maintenance.

New land development should be designed to ensure that the quantity and volume of storm water directed onto the State highway right-of-way is properly managed. PennDOT is not obligated to issue a highway occupancy permit for the use of its right-of-way for storm water purposes, but may do so in such situations within its discretion for economy of maintenance as well as supporting land development. Permits related to new land development may be issued to private applicants if for open surface storm water facilities. Permits for enclosed surface storm water facilities connecting to highway storm water facilities shall be issued to a local government or a local government and the private owner of the new land development as co-applicants. This policy applies to permits being issued after June 24, 2010. Exceptions may be granted from PennDOT's Central Office for land development plans approved before June 24, 2010. Condition Code #389 should be used if there is a private co-applicant. Permits for enclosed surface storm water facilities not connected to highway storm water facilities can be issued to public or private applicants if they can be defined as a utility facility under Pa Code, Title 67, Chapter 459. Local governments are townships, cities, boroughs incorporated towns, home rule municipalities, and counties

Additional guidance, broken into five different scenarios, indicating who the permit applicant shall be for a particular type of proposed storm water facility within PennDOT right-of-way is as follows:

1. **Storm water facilities draining or conveying drainage under a proposed driveway or local road.**
 - a. Permittee – driveway/local road applicant.
 - b. Examples – driveway pipes, culverts, ditches, swales and/or associated open and enclosed surface storm water facilities under or appurtenant to the driveway or local road that serve to drain the driveway or local road or convey drainage under the driveway or local road.

2. **Open Surface storm water facilities draining more than a proposed driveway or local road, whether connected to a highway storm water facility or not.**
 - a. Permittee – driveway/local road applicant.

- b. Examples – ditches, curbing, swales and inlets servicing development of the land in general and typically not under or appurtenant to the driveway or local road.
- c. Local government approval is required if a local ordinance addressing storm water exists. If a local ordinance does not exist, county government should be consulted to determine if there are any county imposed requirements for which approval must be obtained from the county. [As a matter of policy for local coordination purposes.]
- d. PennDOT is not required to allow use of its right-of-way for this general land development storm water; but may do so within its discretion for economy of maintenance as well as supporting land development.

3. Enclosed surface storm water facilities draining more than a proposed driveway or local road and physically or hydraulically connected to an existing or new highway storm water facility.

- a. Permittee – local government or local government and landowner as co-permittees. [The local government may pass responsibility onto landowner through land development process.]
- b. Examples – pipes servicing development of the land in general and typically not under or appurtenant to the driveway or local road.
- c. PennDOT is not required to allow the use of its right-of-way for this general land development storm water; but may do so within its discretion for economy of maintenance as well as supporting land development.
- d. The following conditions shall be added to the permit if there is a private co-applicant (Condition Code #389):
 - 1. STORM WATER FACILITIES INSTALLED BY THIS PERMIT ARE THE PRIMARY RESPONSIBILITY OF THE LOCAL GOVERNMENT TO CONTINUALLY MAINTAIN OR REPLACE.
 - 2. LANDOWNER CO-PERMITTEE IS RESPONSIBLE FOR PROVIDING FUNDING TO THE LOCAL GOVERNMENT TO OFFSET FUTURE MAINTENANCE COSTS ASSOCIATED WITH THE PERMITTED STORM WATER FACILITY(IES).
- e. Maintenance responsibilities under the permit only apply to the storm water facilities installed as part of the permit.
- f. A local maintenance indemnity and funding agreement (co-applicant agreement) is recommended to be recorded so that the agreement will legally bind any subsequent owner of the property serviced by the facility.

4. New or modified enclosed surface storm water facilities draining the highway and/or adjacent properties.

- a. Permittee – local government or local government and landowner as co-permittees. [The local government may pass responsibility on to developer through land development process.]

- b. Examples – enclosed surface storm water facilities created due to the installation of curbing along the highway. [This scenario is different from scenario three because the facility is draining the highway and/or adjacent properties rather than the landowner's property.]
 - c. PennDOT is not required to allow the use of its right-of-way for this general land development storm water; but may do so within its discretion for economy of maintenance as well as supporting land development.
 - d. The following conditions shall be added to the permit if there is a private co-applicant (Condition Code #389):
 - 1. STORM WATER FACILITIES INSTALLED BY THIS PERMIT ARE THE PRIMARY RESPONSIBILITY OF THE LOCAL GOVERNMENT TO CONTINUALLY MAINTAIN OR REPLACE.
 - 2. LANDOWNER CO-PERMITTEE IS RESPONSIBLE FOR PROVIDING FUNDING TO THE LOCAL GOVERNMENT TO OFFSET FUTURE MAINTENANCE COSTS ASSOCIATED WITH THE PERMITTED STORM WATER FACILITY(IES).
 - e. Maintenance responsibilities under the permit only apply to the drainage facilities installed as part of the permit.
 - f. A local maintenance indemnity and funding agreement (co-applicant agreement) is recommended to be recorded so that the agreement will legally bind any subsequent owner of the property serviced by the facility.
- 5. Enclosed surface storm water facilities not connected to a highway drainage facility.**
- a. Permittee – landowner or local government. [These are utility facilities under Pa Code, Title 67, Chapter 459.]
 - b. Examples – pipes servicing the development of the land in general that are independent of highway storm water facilities.
 - c. The system must be deemed to directly or indirectly serve the public or any part thereof. §459.1(definition of utility facility). [This is an easier determination if the permittee is the local government.]

The above scenarios have been developed in view of several circumstances: Section 421 of the State Highway Law, 36 P.S. § 670-421, which indicates: "It is unlawful for any person to discharge sewage or drainage, except surface drainage, on, or within the legal limits of, any State highway"; the constitutional right of access held by landowners abutting non-limited access highways; the public nature of local governments as well as their historic and statutory responsibility for storm water management within their geographic boundaries and their review and approval of land development plans, which frequently include storm water management; Pa Code, Title 67, Chapter 441 and Chapter 459; and the Department's Maintenance Manual, Department Publication 23, Chapter 8.

Asset Management of Cross Pipes

Storm water maintenance responsibilities will be recorded in the Roadway Management System (RMS) along with other Systematic Techniques to Analyze and Manage Pennsylvania Pavements (STAMPP) inventory and condition data as defined in Publication 73, the Drainage Condition Survey Field Manual. Use a "0" for non-PennDOT maintained, and a "1" for PennDOT maintained cross pipes. This will allow the facility to be plotted on the straight-line-diagrams. Field data is expected to be available in the RMS database for input after January 2010.

New cross pipe information shall be provided to the District RMS Coordinator when other highway occupancy permit (HOP) pavement related data is provided through the Pavement History Update Policy implemented in March 2009. *Publication 282 Highway Occupancy Permit (HOP) Guidelines*

APPENDIX "B" SERIES

APPENDIX B -- Recommended HOP Application Process

APPENDIX B1 -- HOP Project Scoping Meeting Checklist

APPENDIX B2 -- TIS Scoping Meeting Criteria

APPENDIX B3 -- TIS Scoping Meeting Checklist

APPENDIX B4 -- HOP Storm Water Facility Guidebook

APPENDIX "E"

STORMWATER FACILITIES HOP APPLICATION



APPLICATION SUMMARY

Application: 380038 **Cycle:** 1 **Draft**

Applicant/Owner: 347 East Conestoga Road Associates L.P.
Address Line 1: 347 E. Conestoga Road
Address Line 2:
City: Wayne
State: PA
Postal Code: 19087

Created By: Nicholas Walker/PennDOT BP-B11532

Paper Application Number:
BP ID:
Phone Number: 6105907373 Ext: 115
Fax Number:
Email Address: nwalker@schockgroup.com
Additional Email Address 1: bnarisen@schockgroup.com
Additional Email Address 2:

Application Details Information

District: 06
County: Chester
Municipality: TREDYFFRIN TOWNSHIP

Permit Group: HOP
Permit Type: Utility
Permit Sub Type: Subsurface
Permit Use: Storm Water

CoApplicant Info

Firm Name	Contact Name	Business Partner ID	Email	Additional Email Address 1	Additional Email Address 2	Phone Number
Tredyffrin Township	McPerson, Erin	005427	sburgo@tredyffrin.org			(610) 644-1400

Engineering Firm Info

Firm Name	Contact Name	Business Partner ID	Email	Additional Email Address 1	Additional Email Address 2	Phone Number
	Nicholas Walker	B11532	nwalker@schockgroup.com			(610) 590-7692

Applicant Contact Info

Work and Location Details

No records found.

Additional Details

Date work is scheduled to begin :
Approximate date when work will be completed :
Utility

Pre-EPS Application: No

Is opening greater than or equal to 36 square feet?

In Pavement
 In Shoulder
 Outside Shoulder
 Installation : N
 Emergency Repair : N E.P.C. No. Line No.
 Repair : N
 Replace : N
 Service Connection or Disconnection : N
 Removal : N

Permit Information

Permit No:
 Supplement Permit No:

Issue Date:
 Effective Date:
 Expiration Date:
 Close-Out Date:
 Physical Work Completion Date:

Fee Information

Fee Description	Regulation Section	Regulation Reference No.	Unit Fee	Number Of Units	Item Fee
Permit Application Fee	459	A.1	50.00	1	50.00
Permit Fee:					50.00

Fee Paid Information

Payment By:

Checklist

Plans are Satisfactory?:
 Traffic Control Plan Consistent with Chapter 212/213:
 M-930:
 Limited Access Highway:
 Continuous Inspection:
 Drainage Problem:
 Permit:
 On-Site Review by:

Returned on:
 Returned on:
 Reviewed On:

Reference Information

Origination:
 Right Of Way Required:
 Detour Required:

Review Goal Date:

Traffic Impact Study:

Date TIS Completed:

<p>Application Setup</p> <ul style="list-style-type: none">• Applicant Team• Attachments• Work Summary and Locations• Application Identification <p>FEE INFORMATION</p> <ul style="list-style-type: none">• Application Summary• Maintenance and Operation Information• Reference Material and Forms• Link HOP/TSP List• Utility Sketch Application	<p>Internal</p> <ul style="list-style-type: none">• Checklist Information• Reference Information	<p>Workflow</p> <ul style="list-style-type: none">• Review Team• Response Letter	<p>Permit</p> <ul style="list-style-type: none">• Inspections & Closeout
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Wed Jul 09 11:10:26 EDT 2025
Official ePermit Date/Time

Ordinance No. HR- 496

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING THE HOME RULE CHARTER
FOR THE TOWNSHIP OF TREDYFFRIN.**

WHEREAS, Tredyffrin Township adopted, pursuant to public referendum in the Township of Tredyffrin on May 21, 1974, a Home Rule Charter, known as the Home Rule Charter for the Township of Tredyffrin; and

WHEREAS, Tredyffrin Township wishes to amend the Home Rule Charter for the Township of Tredyffrin.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Tredyffrin Township, Chester County, Pennsylvania, that the Home Rule Charter for the Township of Tredyffrin shall be amended as follows:

SECTION 1. Article I, Name and Powers, §102, General powers, shall be amended to read as follows:

The Township shall have and may exercise any powers and perform any functions not denied by the Constitution of the Commonwealth of Pennsylvania, the General Assembly of the Commonwealth of Pennsylvania or this Charter.

SECTION 2. Article I, Name and Powers, §105, Powers vested in the Board of Supervisors, shall be amended to read as follows:

All powers of the Township, now in existence or conferred on the Township by the Constitution of the Commonwealth of Pennsylvania or the laws of the Commonwealth of Pennsylvania, shall be exclusively vested in and exercised by the Board of Supervisors, except as otherwise provided for in this Charter.

SECTION 3. Article II, Township Board of Supervisors, §202, Term of office, shall be amended to read as follows:

Supervisors shall serve four-year terms beginning on the first Monday of January following the year in which they are elected. If the first Monday is a legal holiday, said terms shall begin the first day following which is not a legal holiday.

SECTION 4. Article II, Township Board of Supervisors, §203, Qualifications, shall be amended to read as follows:

A Supervisor shall be a citizen of the United States, a resident of the Township (and in the case of a District Supervisor, a resident of the District that person represents), a qualified

elector of the Township at the time of the person's nomination and not otherwise disqualified from office by the terms of this Charter or by the laws of the Commonwealth of Pennsylvania.

SECTION 5. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph B, shall be amended to read as follows:

- B. The office of a Supervisor shall be forfeited if the person is declared by any court of the Commonwealth of Pennsylvania to lack any qualifications for the office as prescribed by law or is convicted of any crime classified as a misdemeanor of the second degree or higher under the laws of the Commonwealth of Pennsylvania or is convicted of any comparable crime under the laws of any state, **federal district, or territory** or of the United States.

SECTION 6. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph C(1), shall be amended to read as follows:

- C. Whenever a vacancy exists in the office of Supervisor, the vacancy shall be filled under the following procedures:
 - (1) At the next election, primary, municipal or general, which takes place 60 days or more after such vacancy occurs, a special election to fill the vacancy for the balance of the unexpired term will be held. The special election shall be conducted in accordance with the election laws of the Commonwealth of Pennsylvania. The person elected to fill the vacancy shall assume the office on the day following certification of the election results.

SECTION 7. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph C(3), shall be amended to read as follows:

- (3) If the Board shall fail to fill a vacancy within 60 days after the vacancy occurs, the Court of Common Pleas of Chester County, upon petition of any individual Supervisor or upon petition of 10 or more registered voters of the **township Township**, shall make the interim appointment to fill the vacancy until a duly elected successor is sworn into office.

SECTION 8. Article II, Township Board of Supervisors, §207, Establishment of districts, Subparagraph A, shall be amended to read as follows:

- A. Within the year following the year in which the decennial United States Census reports are officially certified, the Board shall reapportion the Districts in accordance with this Charter. If in any such reapportionment an existing Supervisor is removed from their District, said Supervisor shall continue to represent said District until the end of their term.

SECTION 9. Article II, Township Board of Supervisors, §208, Compensation of Supervisors, Subparagraph A, shall be amended to read as follows:

- A. Supervisors shall receive compensation at the rate of \$3,000 per annum for the performance of their duties. The Board may, by ordinance, change the compensation for Supervisors, provided that such change of compensation shall not take effect until the expiration of the term of office of all incumbent Supervisors at the time the change is enacted.

SECTION 10. Article II, Township Board of Supervisors, §209, Board organization, shall be amended to read as follows:

- A. The Board of Supervisors shall organize on the first Monday of January of each year by electing one of their members as Chair and one of their members as Vice Chair, who shall hold such office at the pleasure of the Board. If the first Monday is a legal holiday, the organization meeting shall be held the first day following which is not a legal holiday.
- B. The Chair or, in the Chair's absence, the Vice Chair, shall preside at Board meetings, shall serve as the ~~township's~~ Township's representative at ceremonial occasions and shall carry out such duties as prescribed elsewhere in this Charter or in the Administrative Code or other ordinance.

SECTION 11. Article II, Township Board of Supervisors, §210, Board meetings and procedures, Subparagraphs **B and C**, shall be amended to read as follows:

- B. ~~Special meetings may be held on the call of the Chair, or of a majority of Supervisors, by providing notice to each Supervisor at least twenty-four hours in advance of such special meeting, which meeting notice shall be prominently posted at the township Township office, and as otherwise approved by the Board; however, in the case of an emergency which makes it necessary to convene a meeting with less than twenty-four hours' advance notice, this requirement may be waived.~~
- C. The Board may take no official action except at an open public meeting in the presence of a quorum, consisting of a majority of all the members of the Board. A quorum of the Board may be established either by the in-person presence of Board members at a public meeting, or by in-person presence and by means of electronic telecommunication by Board members provided that any such Board member may hear and be heard by the public at such meeting. All discussions relating to official actions shall be in open public meetings except as provided by §708 of the Pennsylvania Sunshine Act, 65 Pa.C.S. §708, as the same may be amended from time to time.

SECTION 12. Article II, Township Board of Supervisors, §210, Board meetings and procedures, shall be amended to add new Subparagraph D, which shall read as follows:

- D. Official actions by the Board shall be taken only by ordinance, resolution or motion. Voting as to ordinances and resolutions shall be by roll call vote of the Board. All other votes may be by motion of the Board with each Board member's vote duly recorded in the public meeting minutes. A majority vote of all the members of the Board shall be required to adopt an ordinance. Resolutions or motions shall be adopted by a majority vote of all the members of the Board present, except as otherwise provided herein.

SECTION 13. Article II, Township Board of Supervisors, §210, Board meetings and procedures, shall be amended to renumber Subparagraph D as Subparagraph E.

SECTION 14. Article II, Township Board of Supervisors, §211, Records and reports, Subparagraph A, shall be amended to read as follows:

- A. The Board shall provide in the Administrative Code for the protection and preservation of its minutes and other records of its proceedings. Records shall be kept at the ~~township~~ Township office and shall be open for public inspection throughout normal working hours. It is the intent of this Charter that no citizen of the ~~township~~ Township shall be denied reasonable access to public records of the ~~township~~ Township. Copies of the minutes of the meetings of the Board shall be available to the public.

SECTION 15. Article II, Township Board of Supervisors, §211, Records and reports, Subparagraph C, shall be amended to read as follows:

- C. The Board shall cause to be prepared for each regular meeting an agenda of matters to be considered by the Board at such meeting, including pertinent background information, which agenda, along with a copy of financial and other activity reports, shall be distributed to the public at the start of the meeting. The agenda shall be available at least twenty-four hours prior to the start of the meeting.

SECTION 16. Article II, Township Board of Supervisors, §212, Legislative duties and responsibilities, shall be amended to read as follows:

§212. Legislative duties and responsibilities.

It shall be the duty and responsibility of the Board to:

- A. Establish policy for the guidance of the executive, administrative and advisory functions of the Township government.
- B. Adopt, and amend as necessary, an Administrative Code defining the organization and assignment of duties and responsibilities of Township officers and employees.
- C. Adopt ordinances and resolutions not inconsistent with or restrained by the Constitution and laws of the Commonwealth of Pennsylvania or by this Charter and

prescribe fines and penalties consistent with general law for the violation of Township ordinances.

- D. Initiate, by motion, resolution, or ordinance by the Board as a body or through committees of the Board and/or Township citizens, inquiries and investigations in aid of its legislative functions.

SECTION 17. Article III, Elected Auditor, §§302, 303, 304, 305 and 306 shall be deleted in their entirety.

SECTION 18. Article III, Elected Auditor, shall be amended to be titled "Audit."

SECTION 19. Article III, Audit, §301, Elected Auditor, shall be amended to be titled "Annual Independent Audit," and shall read as follows:

The Board shall provide for an independent annual audit of Township receipts, expenditures, accounts and reports by a Pennsylvania certified public accountant or a certified public accounting firm, experienced in municipal finance and having no personal interest, direct or indirect, in the fiscal affairs of the Township or any of its elected or appointed officials. The Board may provide for more frequent audits at its discretion.

SECTION 20. Article IV, Elected Tax Collector, shall be deleted in its entirety.

SECTION 21. Articles V through XI shall be renumbered as Articles IV through X, respectively.

SECTION 22. Article IV, Township Manager, shall be amended to read as follows:

§401. Appointment and compensation.

The Board by a majority vote of its membership shall appoint a Township Manager (hereinafter referred to also as "Manager") for an indefinite term to serve at its pleasure and shall fix the Manager's compensation.

§402. Qualifications.

The Manager shall be selected on a basis of their administrative training, professional qualifications and experience, and the Manager shall not otherwise be gainfully employed except as permitted by the Administrative Code.

§403. Executive powers and duties.

The Manager shall be the chief executive officer of the ~~township~~Township and shall be responsible to the Board for executing all policies established by the Board and for the proper administration of all affairs of the ~~township~~Township placed in the Manager's charge. The Manager shall have the following powers and duties:

- A. With the approval of the Board, to appoint, suspend and remove department heads, except the Superintendent of Police.
- B. To be responsible for the performance of all duties required of the office of the Township Secretary by general law or this Charter directly or through such employees as may be set forth in the Administrative Code.

§404. Removal from office.

The Board may remove the Manager at any time in accordance with the following procedures:

- A. The Board shall adopt by affirmative vote of a majority of all its members a preliminary resolution for the Manager's removal and may suspend the Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the Manager.
- B. Within five days after a copy of the resolution is delivered to the Manager, the Manager may file with the Board a written request for a statement of the reasons for their proposed removal and a public hearing with or without legal counsel. This hearing shall be held at a Board meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Board a written reply not later than five days before the hearing.
- C. The Board may adopt a final resolution of removal, which may have been made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if the Manager has not requested a public hearing, or at any time after the public hearing if the Manager has requested one.
- D. A preliminary resolution to remove the Manager may be adopted only at a public meeting of the Board.

§405. Acting Manager.

The Manager shall designate in writing, subject to approval of the Board, an employee of the Township to exercise the powers and duties of the Manager during the Manager's absence or disability. During such absence or disability, the Board may revoke such designation at any time and appoint another employee of the ~~township~~Township to serve until the Manager shall return or the Manager's disability shall cease. In the event of a vacancy, the Board shall appoint an employee of the ~~township~~ Township to serve as Acting Manager until the vacancy is filled.

§406. Reports.

The Manager shall at all times keep the Board fully advised as to the financial condition and administrative activities of the ~~township~~ Township, shall provide to the Board at its regular monthly meetings, and at such other times as the Board may direct, periodic reports thereon and shall prepare and submit to the Board and make available to the public an annual report concerning the finances and administrative activities of the ~~township~~ Township.

SECTION 23. Article V, Ordinances, §501, Actions requiring Ordinances, shall be amended to read as follows:

In addition to any other power or duty required by law or by this Charter to be exercised by ordinance, the following powers and duties of the Board shall be exercised by ordinance:

SECTION 24. Article V, Ordinances, §501, Actions requiring Ordinances, shall be amended to delete Subparagraphs F and G in their entirety, and to renumber Subparagraphs H and I as Subparagraphs F and G, respectively.

SECTION 25. Article V, Ordinances, §501, Actions requiring Ordinances, Subparagraph G, shall be amended to read as follows:

- G. Establish, alter or amend any zoning ordinance, subdivision and land development ordinance, land use or building regulation.

SECTION 26. Article V, Ordinances, §503, Procedure for enactment, Subparagraph B, shall be amended to read as follows:

- B. If approved initially by the Board, the Manager shall cause a concise summary of the proposed ordinance to be advertised at least once in one newspaper of general circulation, unless otherwise required by law, in the Township appearing at least seven days before the meeting in which the ordinance will receive further action by the Board. The summary shall contain sufficient information to identify the geographical area and/or nature of the ordinance as it would affect any residents or property owners in the Township and shall specify the date on which the Board proposes to act on the ordinance.

SECTION 27. Article V, Ordinances, §503, Procedure for enactment, Subparagraph C, shall be amended to read as follows:

- C. Provided that the preceding procedures have been followed and any persons interested have had an opportunity to be heard or to present their views in writing, the Board may adopt the proposed ordinance at the advertised meeting or it may postpone action until a later meeting, the date of which shall be stated at the advertised meeting. The Board may amend a proposed ordinance before final adoption, but if an amendment makes any substantive change from the ordinance originally advertised, no final action may be taken until the amended ordinance has again been advertised in accordance with §503.B.

SECTION 28. Article V, Ordinances, §503, Procedure for enactment, Subparagraph D, shall be deleted in its entirety.

SECTION 29. Article V, Ordinances, §503, Procedure for enactment, Subparagraph E, shall be amended to be renumbered as Subparagraph D, and shall read as follows:

- D. Every ordinance adopted by the Board shall become effective immediately after the date of adoption, or at any later date specified therein.

SECTION 30. Article V, Ordinances, §504, Emergency Ordinances, shall be deleted in its entirety.

SECTION 31. Article V, Ordinances, §505, Standard codes of technical regulations, shall be amended to be renumbered as §504, and shall read as follows:

The Board may adopt any standard code of technical regulations by adopting an ordinance incorporating said standard code by reference. The details of such standard codes need not be advertised, but copies of such codes shall be available at the office of the Township for public inspection. Adoption of standard codes shall be in accordance with the procedures set forth in §503.

SECTION 32. Article V, Ordinances, §506, Recording, shall be amended to be renumbered as §505.

SECTION 33. Article V, Ordinances, §507, Compilation, shall be amended to be renumbered as §506, and shall read as follows:

The Board shall provide for the preparation of a general compilation and indexing of all Township ordinances having the force and effect of law. The general compilation shall be published promptly, together with this Charter and the Administrative Code required by this Charter. This compilation shall be known and cited as "The General Laws of the Township of Tredyffrin."

SECTION 34. Article V, Ordinances, §508, Amendments, shall be amended to be renumbered as §507.

SECTION 35. Article VI, Township Administration, §601, General provisions, shall be amended to read as follows:

The Board shall adopt by ordinance an Administrative Code which shall provide for the administrative organization of the government, the assignment of duties and responsibilities to officers and employees, and the procedural requirements set forth by this Charter or general law as supplemented by the Board. The Board may create, modify or abolish and prescribe the functions of Township departments, offices and agencies consistent with law or this Charter. The Board may create, modify or abolish boards, commissions, authorities and other agencies and special committees; prescribe their organization and functions, consistent with this Charter or general law; and appoint, suspend or remove the members of such boards, commissions, authorities and other

agencies and special committees by a majority vote of all the members of the Board of Supervisors.

SECTION 36. Article VI, Township Administration, §602, Personnel system, shall be amended to read as follows:

- A. The Manager shall appoint and remove, with the approval of the Board, all department heads and other officers specified in this Charter or by general law with the exception of the Superintendent of Police and the members of boards, commissions, authorities and other agencies and special committees as provided for in §403.A. Department heads shall appoint and remove, with the approval of the Manager, their subordinate officers and employees under written rules of personnel administration which shall be adopted by the Board as provided in §602.B.
- B. The Board shall adopt in the Administrative Code personnel rules which are necessary to the administration of the Township's personnel system, including, as a minimum, methods for determining the merit and fitness of candidates for appointment and promotion, policies regulating disciplinary action and grievance procedures.
- C. Rules for the regulation of the tenure, suspension, removal, furloughing and reinstatement of police officers shall be as provided in the then applicable collective bargaining agreement as approved by the Board of Supervisors.
- D. All appointments and promotions of Township employees, including police officers, shall be made on the basis of merit and fitness demonstrated by examination or other evidence of competence.

SECTION 37. Article VI, Township Administration, §603, Township Solicitor, shall be amended to read as follows:

- A. The Board by a majority vote of its membership shall appoint a Township Solicitor for an indefinite term to serve at the pleasure of the Board and shall fix the solicitor's compensation. The solicitor shall be a member of the Bar of the Supreme Court of Pennsylvania in good standing and experienced in municipal law.
- B. It shall be the duty of the Township Solicitor to:
 - (1) Serve as the legal advisor to the Board and the Manager and to other Township officers, departments, boards, commissions, authorities and agencies, unless such desire independent counsel **and only upon approval of the Board at their discretion**. The Board may authorize special counsel for special purposes from time to time.
 - (2) Represent the Township in legal matters, proceedings or hearings.

- (3) Perform any other duties prescribed by this Charter or by ordinance or general law or as directed by the Board.
- C. Removal of the Township Solicitor shall require a majority vote of all the members of the Board.

SECTION 38. Article VI, Township Administration, §604, Superintendent of Police, shall be amended to read as follows:

- A. The Board by a majority vote of its membership shall appoint a Superintendent of Police to serve at its pleasure and shall set the annual compensation for the Superintendent of Police. The Superintendent shall be an experienced police officer who has satisfactorily completed all the requirements for the position specified in the Administrative Code. The Superintendent of Police shall not be otherwise gainfully employed except as permitted by the Administrative Code.
- B. The Superintendent of Police shall have the authority for the organization, planning, staffing and performance of the Police Department and the employees thereof. The Superintendent of Police shall require the strict enforcement of all laws applicable to the police function of the Township and other enforcement as designated by the Board and shall be in charge of crime prevention activities.
- C. Removal of the Superintendent of Police from office shall be accomplished under the same procedures as for the removal of the Manager outlined in §404.

SECTION 39. Article VI, Township Administration, §606, Finance Director, shall be amended to read as follows:

- A. At the discretion of the Board, a Finance Director may be appointed by the Manager with approval of the Board, and the salary shall be fixed by the Board. Such Finance Director shall be qualified by education and/or experience in financial management and public finance.
- B. The Finance Director shall serve as the chief financial adviser to the Manager and other Township officers, departments, boards and agencies. The Finance Director, under the direction and supervision of the Manager, shall perform duties prescribed elsewhere in this Charter or by ordinance.

SECTION 40. Article VII, Financial Administration, §701, Fiscal year, shall be amended to read as follows:

The fiscal year of the ~~township~~Township shall be the calendar year. However, if not prohibited by law, the Board may by ordinance adopt a different fiscal year, specifying an orderly procedure for financial and budgetary controls in making such transition.

SECTION 41. Article VII, Financial Administration, §702, Classification of accounts, shall be amended to read as follows:

The Board shall adopt in the Administrative Code a uniform classification of accounts and codes to be used and followed in all financial plans, budgets and financial reports as set forth in this Article VII.

SECTION 42. Article VII, Financial Administration, §704, Operating budget, Subparagraph A(1), shall be amended to delete the phrase “Personal services” and replace it with “Personnel expenses.”

SECTION 43. Article VII, Financial Administration, §704, Operating budget, Subparagraph B, shall be amended to read as follows:

- B. At least 30 days before the end of the fiscal year, the Board shall complete consideration of the Manager's proposed budget, modify the Manager's proposal in such manner as it sees fit and adopt a preliminary budget. The budget must be balanced so that appropriations are matched by anticipated revenues and available surplus. Copies of the detailed preliminary budget shall be available at the Township office for public inspection and made available on the Township’s website, or **as otherwise provided by law**, for public inspection. The Board shall hold at least one public meeting on the preliminary budget, which may take place at any regular or special meeting of the Board.

SECTION 44. Article VII, Financial Administration, §704, Operating budget, Subparagraph C, shall be amended to read as follows:

- C. A summary of the final budget shall be advertised at least once in a newspaper of general circulation in the ~~T~~Township, or **as otherwise provided by law**, at least 10 days before the date set for final adoption. In advertising the final budget, the Board shall state the date set for final adoption. After the proposed budget has been made available for inspection at least 10 days prior to the date of adoption, the Board shall, after making revisions as are appropriate, adopt the final budget. The Board shall adopt a final balanced budget before the start of the fiscal year to which it applies, except that in the year immediately following a municipal election, the new Board may within 45 days after the start of the fiscal year adopt a revised budget. The budget shall be effective as of the start of the fiscal year. In the event that the Board fails to adopt a budget by the start of the fiscal year, the amounts appropriated for the previous fiscal year shall be considered appropriated temporarily, prorated on a month-to-month basis, until a final budget is adopted.

SECTION 45. Article VII, Financial Administration, §704, Operating budget, Subparagraphs **D and E**, shall be amended to read as follows:

- D. The Finance Director shall cause the appropriations voted by the Board to be entered into the accounting records of the Township and shall approve no contract or expenditure which would exceed the unencumbered balance of appropriations in any account. The Board may at any time amend the allocations within each

appropriation, but changes in appropriations, either increases or decreases, in any items on which budgetary controls are maintained, shall be made only pursuant to a resolution of the Board authorizing such changes. Supplemental appropriations may be made by the Board at any time. In the event that revenues are found and certified by the Finance Director to fall short of estimates in the budget, the Board shall make necessary reductions in appropriations in order to maintain a balanced budget. All unexpended appropriations shall lapse at the end of the fiscal year.

- E. In the event of genuine emergencies, unanticipated at the time the operating budget was adopted, the Board may make supplemental appropriations to meet the emergency conditions. To the extent that there are no available unappropriated revenues to meet such emergency appropriations, the Board may authorize the issuance of temporary notes which shall constitute unfunded debt to be funded and repaid in accordance with the Local Government Unit Debt Act. It is the intent of this Charter that operating expenditures shall neither be appropriated nor paid out of loan funds except to meet genuine emergencies.

SECTION 46. Article VII, Financial Administration, §705, Capital program and capital budget, shall be amended to read as follows:

On or before the adoption of the operating budget, the Board shall adopt a capital program and a capital budget. The capital program shall set forth all capital expenditures, in an amount as set forth in the Administrative Code (except for maintenance of existing facilities, which shall be included in the operating budget), identified by project, the year in which acquisition or construction is to be scheduled, the means by which the capital program is to be financed, the effect of any proposed capital expenditures on future operating expenses and the effect of any proposed new indebtedness on the amortization schedule of existing debt and debt limits. The capital program shall incorporate all anticipated capital projects to be initiated within a period of three or more years. Following approval by the Board of the capital program, the Board shall adopt a capital budget providing appropriations for the next fiscal year, which shall be the first year of the capital program. The capital budget may be financed from unused appropriations of current revenues or moneys borrowed as authorized by this Charter or general law. All unused appropriations for the capital budget shall lapse at the end of the fiscal year. The Finance Director shall control expenditures in relation to appropriations in the capital budget in the same manner as required for the operating budget in §704. The Board may amend the capital budget at any time during the fiscal year, but before doing so must amend the capital program. The capital program and the capital budget shall be adopted in the same manner as provided for the adoption of the operating budget in §704.

SECTION 47. Article VII, Financial Administration, §707, Contracts, Subparagraph B, shall be amended to read as follows:

- B. All contracts of the ~~t~~Township involving sums in excess of an amount specified by the Board by resolution shall be in writing. The Manager shall execute all contracts on behalf of the ~~t~~Township involving sums of less than the amount specified by the Board, provided that such action is in accordance with the budget or other specific prior authorization. Contracts in excess of amounts authorized to be approved by

the Manager, or extending over a period of more than two years, shall be formally approved by the Board and countersigned by the Chairman of the Board as well as the Manager. Authorization for contracts for the purchase, sale, lease or use of real estate or for the construction of assessable public capital improvements shall be given by ordinance. Any officer required to execute a written contract shall submit the form of contract to the Township Solicitor for approval before executing the contract.

SECTION 48. Article VII, Financial Administration, §707, Contracts, Subparagraph C, shall be amended to read as follows:

- C. The Board shall, by ordinance, establish a procedure for competitive bidding to include definitions of amounts, publication and notice requirements, including advertisement at least once in a newspaper of general circulation in the ~~4~~Township, **or as otherwise provided by law**, deposit and bond requirements, conditions, terms, rules, regulation, waiver and exceptions, as it shall from time to time deem advisable, in accordance with this Charter and general law. Competitive bidding shall not be required under this Charter for:

SECTION 49. Article VII, Financial Administration, §707, Contracts, Subparagraph C(2), shall be amended to read as follows:

- (2) Contracts for labor, material, supplies or services aggregating less than the amount otherwise specified by the laws of the Commonwealth of Pennsylvania.

SECTION 50. Article VII, Financial Administration, §708, Disbursements, shall be amended to read as follows:

The Finance Director shall authorize disbursement of ~~4~~Township moneys only after determining that all goods and services have actually been received or performed. The Board shall provide in the Administrative Code for procedures for the signing and countersigning of all checks, drafts and other orders of payment by two persons, one of whom shall be the Finance Director or other employee under the direction of the Finance Director as shall be specified in the Administrative Code.

SECTION 51. Article VII, Financial Administration, §712, Financial limitations, Subparagraph B, shall be amended to read as follows:

- B. **The borrowing of money shall be limited to general laws applying to municipalities governed by a Home Rule Charter and by the Local Government Unit Debt Act as to procedural matters.**

SECTION 512. Article VIII, Prohibited Activities and Conflict of Interest, §801, Prohibited activities, shall be amended to read as follows:

The following activities shall be prohibited in the operation of the Township government:

- A. No person shall favor or discriminate against another person in their employment by the Township in any capacity, appointment to any board, commission or agency, or removal therefrom, because of race, color, gender, age, national origin, ancestry, handicap, disability, sexual orientation or **gender** identity, political or religious opinions or affiliations.
- B. No person who seeks appointment to any Township board, commission or agency or employment by the Township in any capacity shall, directly or indirectly, give

or pay any money, service or other consideration to any person or entity in connection with such appointment or employment, other than to a bona fide employment agency.

SECTION 523. Article VIII, Prohibited Activities and Conflict of Interest, §802, Conflict of interest, Subparagraph A(1), shall be amended to read as follows:

- (1) Engage in any activity or take any action by virtue of their official position from which activity or action the official, or any other person or entity in whose welfare the official is interested, shall benefit or realize a gain or advantage. Such benefit, gain or advantage shall not, however, be construed to be prohibited if the action in question is ~~in~~ on behalf of a group of citizens of the ~~T~~Township and such benefit and relationship is generally known and acknowledged.

SECTION 534. Article VIII, Prohibited Activities and Conflict of Interest, §802, Conflict of interest, Subparagraph C, shall be amended to read as follows:

- C. The Supervisors, the Township Manager and their direct appointees shall, upon taking office, file with the Township Secretary a statement of direct, indirect or beneficial ownership of real property in Tredyffrin Township, excluding their principal residences, or direct, indirect or beneficial interest in any corporation, partnership or joint venture owning real property in Tredyffrin Township. This statement shall be revised promptly as required by any change in ownership.

SECTION 545. Article VIII, Prohibited Activities and Conflict of Interest, §803, Violation, shall be amended to read as follows:

Any person who violates any provisions of §802 or who shall be convicted of any crime classified as a misdemeanor of the second degree or higher under the laws of this Commonwealth or shall be convicted of any comparable crime by the United States, ~~federal district or territory~~, or by any state shall not be qualified to hold ~~T~~Township office or employment and, if holding such, shall be dismissed upon determination of such violation by a Citizens Board of five voters of this ~~T~~Township appointed by the Board of Supervisors for such purpose or upon conviction thereof by ~~a court of the United States, federal district or territory, or any state or federal~~ court. The Citizens Board shall be appointed by the Board of Supervisors upon its own motion (provided that any Supervisor who is the subject of the investigation shall not take part in the appointment) or shall be appointed upon the petition of 100 or more registered voters in the Township whose designated ~~Chairman~~ shall be a member of the Citizens Board. The petition seeking the appointment of a Citizens Board shall in general terms specify the area of investigation.

SECTION 556. Article IX, Citizen Participation, §901, General provisions, Subparagraph A, shall be amended to read as follows:

- A. Any qualified citizen of the ~~T~~Township may participate in the governing of the Township by:
 - (1) Seeking elected office as a Supervisor and/or voting for the Supervisor or Supervisors of their choice.

- (2) Serving on boards, commissions, authorities, committees or other agencies of the Township when appointed by the responsible officials.
- (3) Attending public meetings of the Board and other boards, commissions, authorities, committees or agencies of the Township.
- (4) Addressing suggestions to the Board and others to provide guidance for their actions and exercising the right of initiative or referendum in accordance with the procedures set forth in §902.

SECTION 567. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph B, shall be amended to read as follows:

- B. All petition papers for the purpose of initiating or repealing an ordinance shall:
- (1) Bear in ink the signatures, addresses and date of signing of at least 20% of the registered voters in the Township.
 - (2) Contain the names and addresses of five registered voters designated as the "Committee of the Petitioners," including the person designated as the Chair of the Committee of the Petitioners.
 - (3) In the case of initiating an ordinance, contain the full text of the ordinance proposed and, in the case of repealing an ordinance, identify the title, date and a summation of the significant substance of the ordinance for which repeal is sought.
 - (4) Contain on each page an affidavit executed by the circulator of the petition that all signatures thereon are genuine and were affixed in their presence on the date indicated only after the signer had an opportunity to read the full text prior to signing.
 - (5) Be circulated and signed within a period of 30 days between the date of the first signature and the date at which the petition papers are submitted to the Township Manager.
 - (6) Be submitted to the Township Manager who shall immediately take further action as set forth in this article.

SECTION 578. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph C, shall be amended to read as follows:

- C. Upon receipt of a petition to initiate or repeal an ordinance, the Township Manager shall take the following action:
- (1) Within 20 days of receiving the petition, the Township Manager shall examine the petition for compliance with the provisions of this article with

respect to form and sufficiency of signatures and advise the designated the Chair of the Committee of the Petitioners of the results of the examinations by certified mail or hand delivery.

- (2) If the purpose of the petition is to initiate an ordinance, the Manager shall immediately refer a copy of the text of the proposed ordinance to the Township Solicitor who shall within five days certify to the Manager whether or not the proposed ordinance is lawful under this Charter and general law and whether or not the proposed ordinance is in proper form or can be so written without changing substance. Such decision by the Township Solicitor shall be considered a "final order of an administrative agency" under the provisions of Article V, Section 9, of the Constitution of the Commonwealth of Pennsylvania. If the Township Solicitor considers the proposed ordinance to be lawful, but defective in form, the Township Solicitor shall provide a draft in proper form. The Manager shall report the findings of the Township Solicitor in the report to the designated Chair of the Committee of the Petitioners, as required above.
- (3) Within 10 days of receiving the response of the Manager, the Chair of the Committee of the Petitioners may notify the Manager of the Committee's acceptance of the report or the revised draft, if any, and remedy any minor procedural deficiencies in the petition. Otherwise, the petition will be considered abandoned and any further action must be initiated by a new petition.
- (4) If the Manager finds the petition is sufficient, the Manager shall as soon as possible, but in no more than 20 days after receipt, advise the Chair of the Board. If the petition calls for the repeal of an ordinance which was not in effect at the time the petition was filed with the Manager, the ordinance will be suspended until final decision has been made under this article. If the ordinance was in effect at the time the petition was received by the Manager, the ordinance will remain in effect until repealed by the Board or by referendum.
- (5) The Manager shall advertise the proposed ordinance or repeal of an ordinance in the same manner as an ordinance initially approved by the Board under § 503.B, designating the date at which the Board will take final action, and shall place the question on the agenda for the Board at the designated meeting.

SECTION 589. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph F, shall be amended to read as follows:

- F. If, within 60 days of the submission of a certified petition by the Manager to the Chair of the Board, the Board shall fail to pass an ordinance requested by initiative petition in substantially the form requested or shall fail to repeal the referred ordinance, the Manager shall within 14 days thereafter file the petition

with the Board of Elections of Chester County, Pennsylvania, and request that the proposed ordinance or repeal of an ordinance be submitted for referendum at the next municipal, general or primary election which shall occur not less than 60 days from the date of certification of the petition to the County Board of Elections. No action of initiative or referendum shall be taken under this article at a special election other than at the time of regular scheduled elections.

SECTION 5960. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph G, shall be amended to read as follows:

- G. If a majority of the qualified voters voting on the question favor the adoption of a proposed ordinance or the repeal of an ordinance previously adopted by the Board, the ordinance shall become effective or the repealed ordinance shall become void upon certification of the election results. The Manager shall add the new ordinance to or delete the repealed ordinance from the record book and the code of ordinances required in §§505 and 506.

SECTION 601. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph J, shall be amended to read as follows:

- J. In the event that two or more ordinances are properly proposed by initiative but are inconsistent, the Manager and the Township Solicitor shall meet with Committees of the Petitioners and seek mutually agreeable adjustments to eliminate the inconsistency. If mutual agreement cannot be obtained, the petition first submitted to the Township Manager pursuant to §902.B(6) shall be accepted for further processing.

SECTION 612. Article X, General Provisions, §1002, Gender, shall be deleted in its entirety.

SECTION 623. Article X, General Provisions, §1003, Amendment, shall be amended to be renumbered as §1002.

SECTION 634. Article X, General Provisions, §1004, Effective date, shall be amended to be renumbered as §1003 and to read as follows:

This Charter, as amended shall become effective on the ____ day of _____.

SECTION 645. Article X, General Provisions, shall be amended to add new §1004, Elected Auditor, which shall read as follows:

The elected auditor in office on the day before the Charter takes effect shall continue in office for the term for which they were elected or until their death, resignation or removal. Thereafter, the position of elected auditor shall be discontinued, and the functions of that office shall be carried out as mandated by this Charter.

SECTION 656. Article X, General Provisions, shall be amended to add new §1005, Departments, offices, agencies, boards and commissions, which shall read as follows:

A. The organization of the Township government under this Charter shall be as set forth in the Administrative Code, as required by §601.

SECTION 667. Article XII, Transitional Provisions, shall be deleted in its entirety.

SECTION 678. If any 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 parts of this ordinance which shall continue to be fully operative as if the unconstitutional, illegal or invalid part had not been enacted.

SECTION 689. Any and all provisions of any other ordinance which are inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6970. This ordinance shall be effective thirty-one (31) days from the date of enactment hereof.

DULY ORDAINED AND ENACTED this ___ day of _____, 2026.

**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP**

David Miller, Chair

Sharon Humble, Vice-chair

KS Bhaskar

Eamon Brazunas

Julie Gosse

Carlotta Johnston-Pugh

[Seal]

ATTEST:

William F. Martin, Township Manager

Hans van Mol

Ordinance No. HR- 496

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING THE HOME RULE CHARTER
FOR THE TOWNSHIP OF TREDYFFRIN.**

WHEREAS, Tredyffrin Township adopted, pursuant to public referendum in the Township of Tredyffrin on May 21, 1974, a Home Rule Charter, known as the Home Rule Charter for the Township of Tredyffrin; and

WHEREAS, Tredyffrin Township wishes to amend the Home Rule Charter for the Township of Tredyffrin.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Tredyffrin Township, Chester County, Pennsylvania, that the Home Rule Charter for the Township of Tredyffrin shall be amended as follows:

SECTION 1. Article I, Name and Powers, §102, General powers, shall be amended to read as follows:

The Township shall have and may exercise any powers and perform any functions not denied by the Constitution of the Commonwealth of Pennsylvania, the General Assembly of the Commonwealth of Pennsylvania or this Charter.

SECTION 2. Article I, Name and Powers, §105, Powers vested in the Board of Supervisors, shall be amended to read as follows:

All powers of the Township, now in existence or conferred on the Township by the Constitution of the Commonwealth of Pennsylvania or the laws of the Commonwealth of Pennsylvania, shall be exclusively vested in and exercised by the Board of Supervisors, except as otherwise provided for in this Charter.

SECTION 3. Article II, Township Board of Supervisors, §202, Term of office, shall be amended to read as follows:

Supervisors shall serve four-year terms beginning on the first Monday of January following the year in which they are elected. If the first Monday is a legal holiday, said terms shall begin the first day following which is not a legal holiday.

SECTION 4. Article II, Township Board of Supervisors, §203, Qualifications, shall be amended to read as follows:

A Supervisor shall be a citizen of the United States, a resident of the Township (and in the case of a District Supervisor, a resident of the District that person represents), a qualified

elector of the Township at the time of the person's nomination and not otherwise disqualified from office by the terms of this Charter or by the laws of the Commonwealth of Pennsylvania.

SECTION 5. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph B, shall be amended to read as follows:

- B. The office of a Supervisor shall be forfeited if the person is declared by any court of the Commonwealth of Pennsylvania to lack any qualifications for the office as prescribed by law or is convicted of any crime classified as a misdemeanor of the second degree or higher under the laws of the Commonwealth of Pennsylvania or is convicted of any comparable crime under the laws of any state, federal district, or territory or of the United States.

SECTION 6. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph C(1), shall be amended to read as follows:

- C. Whenever a vacancy exists in the office of Supervisor, the vacancy shall be filled under the following procedures:
 - (1) At the next election, primary, municipal or general, which takes place 60 days or more after such vacancy occurs, a special election to fill the vacancy for the balance of the unexpired term will be held. The special election shall be conducted in accordance with the election laws of the Commonwealth of Pennsylvania. The person elected to fill the vacancy shall assume the office on the day following certification of the election results.

SECTION 7. Article II, Township Board of Supervisors, §205, Vacancies, Subparagraph C(3), shall be amended to read as follows:

- (3) If the Board shall fail to fill a vacancy within 60 days after the vacancy occurs, the Court of Common Pleas of Chester County, upon petition of any individual Supervisor or upon petition of 10 or more registered voters of the Township, shall make the interim appointment to fill the vacancy until a duly elected successor is sworn into office.

SECTION 8. Article II, Township Board of Supervisors, §207, Establishment of districts, Subparagraph A, shall be amended to read as follows:

- A. Within the year following the year in which the decennial United States Census reports are officially certified, the Board shall reapportion the Districts in accordance with this Charter. If in any such reapportionment an existing Supervisor is removed from their District, said Supervisor shall continue to represent said District until the end of their term.

SECTION 9. Article II, Township Board of Supervisors, §208, Compensation of Supervisors, Subparagraph A, shall be amended to read as follows:

- A. Supervisors shall receive compensation at the rate of \$3,000 per annum for the performance of their duties. The Board may, by ordinance, change the compensation for Supervisors, provided that such change of compensation shall not take effect until the expiration of the term of office of all incumbent Supervisors at the time the change is enacted.

SECTION 10. Article II, Township Board of Supervisors, §209, Board organization, shall be amended to read as follows:

- A. The Board of Supervisors shall organize on the first Monday of January of each year by electing one of their members as Chair and one of their members as Vice Chair, who shall hold such office at the pleasure of the Board. If the first Monday is a legal holiday, the organization meeting shall be held the first day following which is not a legal holiday.
- B. The Chair or, in the Chair's absence, the Vice Chair, shall preside at Board meetings, shall serve as the Township's representative at ceremonial occasions and shall carry out such duties as prescribed elsewhere in this Charter or in the Administrative Code or other ordinance.

SECTION 11. Article II, Township Board of Supervisors, §210, Board meetings and procedures, Subparagraphs B and C, shall be amended to read as follows:

- B. Special meetings may be held on the call of the Chair, or of a majority of Supervisors, by providing notice to each Supervisor at least twenty-four hours in advance of such special meeting, which meeting notice shall be prominently posted at the Township office, and as otherwise approved by the Board; however, in the case of an emergency which makes it necessary to convene a meeting with less than twenty-four hours' advance notice, this requirement may be waived.
- C. The Board may take no official action except at an open public meeting in the presence of a quorum, consisting of a majority of all the members of the Board. A quorum of the Board may be established either by the in-person presence of Board members at a public meeting, or by in-person presence and by means of electronic telecommunication by Board members provided that any such Board member may hear and be heard by the public at such meeting. All discussions relating to official actions shall be in open public meetings except as provided by §708 of the Pennsylvania Sunshine Act, 65 Pa.C.S. §708, as the same may be amended from time to time.

SECTION 12. Article II, Township Board of Supervisors, §210, Board meetings and procedures, shall be amended to add new Subparagraph D, which shall read as follows:

- D. Official actions by the Board shall be taken only by ordinance, resolution or motion. Voting as to ordinances and resolutions shall be by roll call vote of the Board. All other votes may be by motion of the Board with each Board member's vote duly recorded in the public meeting minutes. A majority vote of all the members of the Board shall be required to adopt an ordinance. Resolutions or motions shall be adopted by a majority vote of all the members of the Board present, except as otherwise provided herein.

SECTION 13. Article II, Township Board of Supervisors, §210, Board meetings and procedures, shall be amended to renumber Subparagraph D as Subparagraph E.

SECTION 14. Article II, Township Board of Supervisors, §211, Records and reports, Subparagraph A, shall be amended to read as follows:

- A. The Board shall provide in the Administrative Code for the protection and preservation of its minutes and other records of its proceedings. Records shall be kept at the Township office and shall be open for public inspection throughout normal working hours. It is the intent of this Charter that no citizen of the Township shall be denied reasonable access to public records of the Township. Copies of the minutes of the meetings of the Board shall be available to the public.

SECTION 15. Article II, Township Board of Supervisors, §211, Records and reports, Subparagraph C, shall be amended to read as follows:

- C. The Board shall cause to be prepared for each regular meeting an agenda of matters to be considered by the Board at such meeting, including pertinent background information, which agenda, along with a copy of financial and other activity reports, shall be distributed to the public at the start of the meeting. The agenda shall be available at least twenty-four hours prior to the start of the meeting.

SECTION 16. Article II, Township Board of Supervisors, §212, Legislative duties and responsibilities, shall be amended to read as follows:

§212. Legislative duties and responsibilities.

It shall be the duty and responsibility of the Board to:

- A. Establish policy for the guidance of the executive, administrative and advisory functions of the Township government.
- B. Adopt, and amend as necessary, an Administrative Code defining the organization and assignment of duties and responsibilities of Township officers and employees.

- C. Adopt ordinances and resolutions not inconsistent with or restrained by the Constitution and laws of the Commonwealth of Pennsylvania or by this Charter and prescribe fines and penalties consistent with general law for the violation of Township ordinances.
- D. Initiate, by motion, resolution, or ordinance by the Board as a body or through committees of the Board and/or Township citizens, inquiries and investigations in aid of its legislative functions.

SECTION 17. Article III, Elected Auditor, §§302, 303, 304, 305 and 306 shall be deleted in their entireties.

SECTION 18. Article III, Elected Auditor, shall be amended to be titled "Audit."

SECTION 19. Article III, Audit, §301, Elected Auditor, shall be amended to be titled "Annual Independent Audit," and shall read as follows:

The Board shall provide for an independent annual audit of Township receipts, expenditures, accounts and reports by a Pennsylvania certified public accountant or a certified public accounting firm, experienced in municipal finance and having no personal interest, direct or indirect, in the fiscal affairs of the Township or any of its elected or appointed officials. The Board may provide for more frequent audits at its discretion.

SECTION 20. Article IV, Elected Tax Collector, shall be deleted in its entirety.

SECTION 21. Articles V through XI shall be renumbered as Articles IV through X, respectively.

SECTION 22. Article IV, Township Manager, shall be amended to read as follows:

§401. Appointment and compensation.

The Board by a majority vote of its membership shall appoint a Township Manager (hereinafter referred to also as "Manager") for an indefinite term to serve at its pleasure and shall fix the Manager's compensation.

§402. Qualifications.

The Manager shall be selected on a basis of their administrative training, professional qualifications and experience, and the Manager shall not otherwise be gainfully employed except as permitted by the Administrative Code.

§403. Executive powers and duties.

The Manager shall be the chief executive officer of the Township and shall be responsible to the Board for executing all policies established by the Board and for the proper administration of all affairs of the Township placed in the Manager's charge. The Manager shall have the following powers and duties:

- A. With the approval of the Board, to appoint, suspend and remove department heads, except the Superintendent of Police.
- B. To be responsible for the performance of all duties required of the office of the Township Secretary by general law or this Charter directly or through such employees as may be set forth in the Administrative Code.

§404. Removal from office.

The Board may remove the Manager at any time in accordance with the following procedures:

- A. The Board shall adopt by affirmative vote of a majority of all its members a preliminary resolution for the Manager's removal and may suspend the Manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the Manager.
- B. Within five days after a copy of the resolution is delivered to the Manager, the Manager may file with the Board a written request for a statement of the reasons for their proposed removal and a public hearing with or without legal counsel. This hearing shall be held at a Board meeting not earlier than 15 days nor later than 30 days after the request is filed. The Manager may file with the Board a written reply not later than five days before the hearing.
- C. The Board may adopt a final resolution of removal, which may have been made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the Manager, if the Manager has not requested a public hearing, or at any time after the public hearing if the Manager has requested one.
- D. A preliminary resolution to remove the Manager may be adopted only at a public meeting of the Board.

§405. Acting Manager.

The Manager shall designate in writing, subject to approval of the Board, an employee of the Township to exercise the powers and duties of the Manager during the Manager's absence or disability. During such absence or disability, the Board may revoke such designation at any time and appoint another employee of the Township to serve until the Manager shall return or the Manager's disability shall cease. In the event of a vacancy, the Board shall appoint an employee of the Township to serve as Acting Manager until the vacancy is filled.

§406. Reports.

The Manager shall at all times keep the Board fully advised as to the financial condition and administrative activities of the Township, shall provide to the Board at its regular monthly meetings, and at such other times as the Board may direct, periodic reports thereon and shall prepare and submit to the Board and make available to the public an annual report concerning the finances and administrative activities of the Township.

SECTION 23. Article V, Ordinances, §501, Actions requiring Ordinances, shall be amended to read as follows:

In addition to any other power or duty required by law or by this Charter to be exercised by ordinance, the following powers and duties of the Board shall be exercised by ordinance:

SECTION 24. Article V, Ordinances, §501, Actions requiring Ordinances, shall be amended to delete Subparagraphs F and G in their entirety, and to renumber Subparagraphs H and I as Subparagraphs F and G, respectively.

SECTION 25. Article V, Ordinances, §501, Actions requiring Ordinances, Subparagraph G, shall be amended to read as follows:

- G. Establish, alter or amend any zoning ordinance, subdivision and land development ordinance, land use or building regulation.

SECTION 26. Article V, Ordinances, §503, Procedure for enactment, Subparagraph B, shall be amended to read as follows:

- B. If approved initially by the Board, the Manager shall cause a concise summary of the proposed ordinance to be advertised at least once in one newspaper of general circulation, unless otherwise required by law, in the Township appearing at least seven days before the meeting in which the ordinance will receive further action by the Board. The summary shall contain sufficient information to identify the geographical area and/or nature of the ordinance as it would affect any residents or property owners in the Township and shall specify the date on which the Board proposes to act on the ordinance.

SECTION 27. Article V, Ordinances, §503, Procedure for enactment, Subparagraph C, shall be amended to read as follows:

- C. Provided that the preceding procedures have been followed and any persons interested have had an opportunity to be heard or to present their views in writing, the Board may adopt the proposed ordinance at the advertised meeting or it may postpone action until a later meeting, the date of which shall be stated at the advertised meeting. The Board may amend a proposed ordinance before final adoption, but if an amendment makes any substantive change from the ordinance

originally advertised, no final action may be taken until the amended ordinance has again been advertised in accordance with §503.B.

SECTION 28. Article V, Ordinances, §503, Procedure for enactment, Subparagraph D, shall be deleted in its entirety.

SECTION 29. Article V, Ordinances, §503, Procedure for enactment, Subparagraph E, shall be amended to be renumbered as Subparagraph D, and shall read as follows:

D. Every ordinance adopted by the Board shall become effective immediately after the date of adoption, or at any later date specified therein.

SECTION 30. Article V, Ordinances, §504, Emergency Ordinances, shall be deleted in its entirety.

SECTION 31. Article V, Ordinances, §505, Standard codes of technical regulations, shall be amended to be renumbered as §504, and shall read as follows:

The Board may adopt any standard code of technical regulations by adopting an ordinance incorporating said standard code by reference. The details of such standard codes need not be advertised, but copies of such codes shall be available at the office of the Township for public inspection. Adoption of standard codes shall be in accordance with the procedures set forth in §503.

SECTION 32. Article V, Ordinances, §506, Recording, shall be amended to be renumbered as §505.

SECTION 33. Article V, Ordinances, §507, Compilation, shall be amended to be renumbered as §506, and shall read as follows:

The Board shall provide for the preparation of a general compilation and indexing of all Township ordinances having the force and effect of law. The general compilation shall be published promptly, together with this Charter and the Administrative Code required by this Charter. This compilation shall be known and cited as "The General Laws of the Township of Tredyffrin."

SECTION 34. Article V, Ordinances, §508, Amendments, shall be amended to be renumbered as §507.

SECTION 35. Article VI, Township Administration, §601, General provisions, shall be amended to read as follows:

The Board shall adopt by ordinance an Administrative Code which shall provide for the administrative organization of the government, the assignment of duties and responsibilities to officers and employees, and the procedural requirements set forth by this Charter or general law as supplemented by the Board. The Board may create, modify or

abolish and prescribe the functions of Township departments, offices and agencies consistent with law or this Charter. The Board may create, modify or abolish boards, commissions, authorities and other agencies and special committees; prescribe their organization and functions, consistent with this Charter or general law; and appoint, suspend or remove the members of such boards, commissions, authorities and other agencies and special committees by a majority vote of all the members of the Board of Supervisors.

SECTION 36. Article VI, Township Administration, §602, Personnel system, shall be amended to read as follows:

- A. The Manager shall appoint and remove, with the approval of the Board, all department heads and other officers specified in this Charter or by general law with the exception of the Superintendent of Police and the members of boards, commissions, authorities and other agencies and special committees as provided for in §403.A. Department heads shall appoint and remove, with the approval of the Manager, their subordinate officers and employees under written rules of personnel administration which shall be adopted by the Board as provided in §602.B.
- B. The Board shall adopt in the Administrative Code personnel rules which are necessary to the administration of the Township's personnel system, including, as a minimum, methods for determining the merit and fitness of candidates for appointment and promotion, policies regulating disciplinary action and grievance procedures.
- C. Rules for the regulation of the tenure, suspension, removal, furloughing and reinstatement of police officers shall be as provided in the then applicable collective bargaining agreement as approved by the Board of Supervisors.
- D. All appointments and promotions of Township employees, including police officers, shall be made on the basis of merit and fitness demonstrated by examination or other evidence of competence.

SECTION 37. Article VI, Township Administration, §603, Township Solicitor, shall be amended to read as follows:

- A. The Board by a majority vote of its membership shall appoint a Township Solicitor for an indefinite term to serve at the pleasure of the Board and shall fix the solicitor's compensation. The solicitor shall be a member of the Bar of the Supreme Court of Pennsylvania in good standing and experienced in municipal law.
- B. It shall be the duty of the Township Solicitor to:
 - (1) Serve as the legal advisor to the Board and the Manager and to other Township officers, departments, boards, commissions, authorities and agencies, unless such desire independent counsel and only upon approval

of the Board at their discretion. The Board may authorize special counsel for special purposes from time to time.

- (2) Represent the Township in legal matters, proceedings or hearings.
 - (3) Perform any other duties prescribed by this Charter or by ordinance or general law or as directed by the Board.
- C. Removal of the Township Solicitor shall require a majority vote of all the members of the Board.

SECTION 38. Article VI, Township Administration, §604, Superintendent of Police, shall be amended to read as follows:

- A. The Board by a majority vote of its membership shall appoint a Superintendent of Police to serve at its pleasure and shall set the annual compensation for the Superintendent of Police. The Superintendent shall be an experienced police officer who has satisfactorily completed all the requirements for the position specified in the Administrative Code. The Superintendent of Police shall not be otherwise gainfully employed except as permitted by the Administrative Code.
- B. The Superintendent of Police shall have the authority for the organization, planning, staffing and performance of the Police Department and the employees thereof. The Superintendent of Police shall require the strict enforcement of all laws applicable to the police function of the Township and other enforcement as designated by the Board and shall be in charge of crime prevention activities.
- C. Removal of the Superintendent of Police from office shall be accomplished under the same procedures as for the removal of the Manager outlined in §404.

SECTION 39. Article VI, Township Administration, §606, Finance Director, shall be amended to read as follows:

- A. At the discretion of the Board, a Finance Director may be appointed by the Manager with approval of the Board, and the salary shall be fixed by the Board. Such Finance Director shall be qualified by education and/or experience in financial management and public finance.
- B. The Finance Director shall serve as the chief financial adviser to the Manager and other Township officers, departments, boards and agencies. The Finance Director, under the direction and supervision of the Manager, shall perform duties prescribed elsewhere in this Charter or by ordinance.

SECTION 40. Article VII, Financial Administration, §701, Fiscal year, shall be amended to read as follows:

The fiscal year of the Township shall be the calendar year. However, if not prohibited by law, the Board may by ordinance adopt a different fiscal year, specifying an orderly procedure for financial and budgetary controls in making such transition.

SECTION 41. Article VII, Financial Administration, §702, Classification of accounts, shall be amended to read as follows:

The Board shall adopt in the Administrative Code a uniform classification of accounts and codes to be used and followed in all financial plans, budgets and financial reports as set forth in this Article VII.

SECTION 42. Article VII, Financial Administration, §704, Operating budget, Subparagraph A(1), shall be amended to delete the phrase “Personal services” and replace it with “Personnel expenses.”

SECTION 43. Article VII, Financial Administration, §704, Operating budget, Subparagraph B, shall be amended to read as follows:

- B. At least 30 days before the end of the fiscal year, the Board shall complete consideration of the Manager's proposed budget, modify the Manager's proposal in such manner as it sees fit and adopt a preliminary budget. The budget must be balanced so that appropriations are matched by anticipated revenues and available surplus. Copies of the detailed preliminary budget shall be available at the Township office for public inspection and made available on the Township's website, or as otherwise provided by law, for public inspection. The Board shall hold at least one public meeting on the preliminary budget, which may take place at any regular or special meeting of the Board.

SECTION 44. Article VII, Financial Administration, §704, Operating budget, Subparagraph C, shall be amended to read as follows:

- C. A summary of the final budget shall be advertised at least once in a newspaper of general circulation in the township, or as otherwise provided by law, at least 10 days before the date set for final adoption. In advertising the final budget, the Board shall state the date set for final adoption. After the proposed budget has been made available for inspection at least 10 days prior to the date of adoption, the Board shall, after making revisions as are appropriate, adopt the final budget. The Board shall adopt a final balanced budget before the start of the fiscal year to which it applies, except that in the year immediately following a municipal election, the new Board may within 45 days after the start of the fiscal year adopt a revised budget. The budget shall be effective as of the start of the fiscal year. In the event that the Board fails to adopt a budget by the start of the fiscal year, the amounts appropriated for the previous fiscal year shall be considered appropriated temporarily, prorated on a month-to-month basis, until a final budget is adopted.

SECTION 45. Article VII, Financial Administration, §704, Operating budget, Subparagraphs D and E, shall be amended to read as follows:

- D. The Finance Director shall cause the appropriations voted by the Board to be entered into the accounting records of the Township and shall approve no contract or expenditure which would exceed the unencumbered balance of appropriations in any account. The Board may at any time amend the allocations within each appropriation, but changes in appropriations, either increases or decreases, in any items on which budgetary controls are maintained, shall be made only pursuant to a resolution of the Board authorizing such changes. Supplemental appropriations may be made by the Board at any time. In the event that revenues are found and certified by the Finance Director to fall short of estimates in the budget, the Board shall make necessary reductions in appropriations in order to maintain a balanced budget. All unexpended appropriations shall lapse at the end of the fiscal year.
- E. In the event of genuine emergencies, unanticipated at the time the operating budget was adopted, the Board may make supplemental appropriations to meet the emergency conditions. To the extent that there are no available unappropriated revenues to meet such emergency appropriations, the Board may authorize the issuance of temporary notes which shall constitute unfunded debt to be funded and repaid in accordance with the Local Government Unit Debt Act. It is the intent of this Charter that operating expenditures shall neither be appropriated nor paid out of loan funds except to meet genuine emergencies.

SECTION 46. Article VII, Financial Administration, §705, Capital program and capital budget, shall be amended to read as follows:

On or before the adoption of the operating budget, the Board shall adopt a capital program and a capital budget. The capital program shall set forth all capital expenditures, in an amount as set forth in the Administrative Code (except for maintenance of existing facilities, which shall be included in the operating budget), identified by project, the year in which acquisition or construction is to be scheduled, the means by which the capital program is to be financed, the effect of any proposed capital expenditures on future operating expenses and the effect of any proposed new indebtedness on the amortization schedule of existing debt and debt limits. The capital program shall incorporate all anticipated capital projects to be initiated within a period of three or more years. Following approval by the Board of the capital program, the Board shall adopt a capital budget providing appropriations for the next fiscal year, which shall be the first year of the capital program. The capital budget may be financed from unused appropriations of current revenues or moneys borrowed as authorized by this Charter or general law. All unused appropriations for the capital budget shall lapse at the end of the fiscal year. The Finance Director shall control expenditures in relation to appropriations in the capital budget in the same manner as required for the operating budget in §704. The Board may amend the capital budget at any time during the fiscal year, but before doing so must amend the capital program. The capital program and the capital budget shall be adopted in the same manner as provided for the adoption of the operating budget in §704.

SECTION 47. Article VII, Financial Administration, §707, Contracts, Subparagraph B, shall be amended to read as follows:

- B. All contracts of the Township involving sums in excess of an amount specified by the Board by resolution shall be in writing. The Manager shall execute all contracts on behalf of the Township involving sums of less than the amount specified by the Board, provided that such action is in accordance with the budget or other specific prior authorization. Contracts in excess of amounts authorized to be approved by the Manager, or extending over a period of more than two years, shall be formally approved by the Board and countersigned by the Chairman of the Board as well as the Manager. Authorization for contracts for the purchase, sale, lease or use of real estate or for the construction of assessable public capital improvements shall be given by ordinance. Any officer required to execute a written contract shall submit the form of contract to the Township Solicitor for approval before executing the contract.

SECTION 48. Article VII, Financial Administration, §707, Contracts, Subparagraph C, shall be amended to read as follows:

- C. The Board shall, by ordinance, establish a procedure for competitive bidding to include definitions of amounts, publication and notice requirements, including advertisement at least once in a newspaper of general circulation in the Township, or as otherwise provided by law, deposit and bond requirements, conditions, terms, rules, regulation, waiver and exceptions, as it shall from time to time deem advisable, in accordance with this Charter and general law. Competitive bidding shall not be required under this Charter for:

SECTION 49. Article VII, Financial Administration, §707, Contracts, Subparagraph C(2), shall be amended to read as follows:

- (2) Contracts for labor, material, supplies or services aggregating less than the amount otherwise specified by the laws of the Commonwealth of Pennsylvania.

SECTION 50. Article VII, Financial Administration, §708, Disbursements, shall be amended to read as follows:

The Finance Director shall authorize disbursement of Township moneys only after determining that all goods and services have actually been received or performed. The Board shall provide in the Administrative Code for procedures for the signing and countersigning of all checks, drafts and other orders of payment by two persons, one of whom shall be the Finance Director or other employee under the direction of the Finance Director as shall be specified in the Administrative Code.

SECTION 51. Article VII, Financial Administration, §712, Financial limitations, Subparagraph B, shall be amended to read as follows:

- B. The borrowing of money shall be limited to general laws applying to municipalities governed by a Home Rule Charter and by the Local Government Unit Debt Act as to procedural matters.

SECTION 52. Article VIII, Prohibited Activities and Conflict of Interest, §801, Prohibited activities, shall be amended to read as follows:

The following activities shall be prohibited in the operation of the Township government:

- A. No person shall favor or discriminate against another person in their employment by the Township in any capacity, appointment to any board, commission or agency, or removal therefrom, because of race, color, gender, age, national origin, ancestry, handicap, disability, sexual orientation or gender identity, political or religious opinions or affiliations.
- B. No person who seeks appointment to any Township board, commission or agency or employment by the Township in any capacity shall, directly or indirectly, give or pay any money, service or other consideration to any person or entity in connection with such appointment or employment, other than to a bona fide employment agency.

SECTION 53. Article VIII, Prohibited Activities and Conflict of Interest, §802, Conflict of interest, Subparagraph A(1), shall be amended to read as follows:

- (1) Engage in any activity or take any action by virtue of their official position from which activity or action the official, or any other person or entity in whose welfare the official is interested, shall benefit or realize a gain or advantage. Such benefit, gain or advantage shall not, however, be construed to be prohibited if the action in question is on behalf of a group of citizens of the Township and such benefit and relationship is generally known and acknowledged.

SECTION 54. Article VIII, Prohibited Activities and Conflict of Interest, §802, Conflict of interest, Subparagraph C, shall be amended to read as follows:

- C. The Supervisors, the Township Manager and their direct appointees shall, upon taking office, file with the Township Secretary a statement of direct, indirect or beneficial ownership of real property in Tredyffrin Township, excluding their principal residences, or direct, indirect or beneficial interest in any corporation, partnership or joint venture owning real property in Tredyffrin Township. This statement shall be revised promptly as required by any change in ownership.

SECTION 55. Article VIII, Prohibited Activities and Conflict of Interest, §803, Violation, shall be amended to read as follows:

Any person who violates any provisions of §802 or who shall be convicted of any crime classified as a misdemeanor of the second degree or higher under the laws of this Commonwealth or shall be convicted of any comparable crime by the United States, federal district or territory, or by any state shall not be qualified to hold township office or employment and, if holding such, shall be dismissed upon determination of such violation by a Citizens Board of five voters of this township appointed by the Board of Supervisors for such purpose or upon conviction thereof by a court of the United States, federal district or territory, or any state court. The Citizens Board shall be appointed by the Board of Supervisors upon its own motion (provided that any Supervisor who is the subject of the investigation shall not take part in the appointment) or shall be appointed upon the petition of 100 or more registered voters in the Township whose designated Chair shall be a member of the Citizens Board. The petition seeking the appointment of a Citizens Board shall in general terms specify the area of investigation.

SECTION 56. Article IX, Citizen Participation, §901, General provisions, Subparagraph A, shall be amended to read as follows:

- A. Any qualified citizen of the township may participate in the governing of the Township by:
- (1) Seeking elected office as a Supervisor and/or voting for the Supervisor or Supervisors of their choice.
 - (2) Serving on boards, commissions, authorities, committees or other agencies of the Township when appointed by the responsible officials.
 - (3) Attending public meetings of the Board and other boards, commissions, authorities, committees or agencies of the Township.
 - (4) Addressing suggestions to the Board and others to provide guidance for their actions and exercising the right of initiative or referendum in accordance with the procedures set forth in §902.

SECTION 57. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph B, shall be amended to read as follows:

- B. All petition papers for the purpose of initiating or repealing an ordinance shall:
- (1) Bear in ink the signatures, addresses and date of signing of at least 20% of the registered voters in the Township.
 - (2) Contain the names and addresses of five registered voters designated as the "Committee of the Petitioners," including the person designated as the Chair of the Committee of the Petitioners.

- (3) In the case of initiating an ordinance, contain the full text of the ordinance proposed and, in the case of repealing an ordinance, identify the title, date and a summation of the significant substance of the ordinance for which repeal is sought.
- (4) Contain on each page an affidavit executed by the circulator of the petition that all signatures thereon are genuine and were affixed in their presence on the date indicated only after the signer had an opportunity to read the full text prior to signing.
- (5) Be circulated and signed within a period of 30 days between the date of the first signature and the date at which the petition papers are submitted to the Township Manager.
- (6) Be submitted to the Township Manager who shall immediately take further action as set forth in this article.

SECTION 58. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph C, shall be amended to read as follows:

- C. Upon receipt of a petition to initiate or repeal an ordinance, the Township Manager shall take the following action:
 - (1) Within 20 days of receiving the petition, the Township Manager shall examine the petition for compliance with the provisions of this article with respect to form and sufficiency of signatures and advise the designated the Chair of the Committee of the Petitioners of the results of the examinations by certified mail or hand delivery.
 - (2) If the purpose of the petition is to initiate an ordinance, the Manager shall immediately refer a copy of the text of the proposed ordinance to the Township Solicitor who shall within five days certify to the Manager whether or not the proposed ordinance is lawful under this Charter and general law and whether or not the proposed ordinance is in proper form or can be so written without changing substance. Such decision by the Township Solicitor shall be considered a "final order of an administrative agency" under the provisions of Article V, Section 9, of the Constitution of the Commonwealth of Pennsylvania. If the Township Solicitor considers the proposed ordinance to be lawful, but defective in form, the Township Solicitor shall provide a draft in proper form. The Manager shall report the findings of the Township Solicitor in the report to the designated Chair of the Committee of the Petitioners, as required above.
 - (3) Within 10 days of receiving the response of the Manager, the Chair of the Committee of the Petitioners may notify the Manager of the Committee's acceptance of the report or the revised draft, if any, and remedy any minor

procedural deficiencies in the petition. Otherwise, the petition will be considered abandoned and any further action must be initiated by a new petition.

- (4) If the Manager finds the petition is sufficient, the Manager shall as soon as possible, but in no more than 20 days after receipt, advise the Chair of the Board. If the petition calls for the repeal of an ordinance which was not in effect at the time the petition was filed with the Manager, the ordinance will be suspended until final decision has been made under this article. If the ordinance was in effect at the time the petition was received by the Manager, the ordinance will remain in effect until repealed by the Board or by referendum.
- (5) The Manager shall advertise the proposed ordinance or repeal of an ordinance in the same manner as an ordinance initially approved by the Board under § 503.B, designating the date at which the Board will take final action, and shall place the question on the agenda for the Board at the designated meeting.

SECTION 59. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph F, shall be amended to read as follows:

- F. If, within 60 days of the submission of a certified petition by the Manager to the Chair of the Board, the Board shall fail to pass an ordinance requested by initiative petition in substantially the form requested or shall fail to repeal the referred ordinance, the Manager shall within 14 days thereafter file the petition with the Board of Elections of Chester County, Pennsylvania, and request that the proposed ordinance or repeal of an ordinance be submitted for referendum at the next municipal, general or primary election which shall occur not less than 60 days from the date of certification of the petition to the County Board of Elections. No action of initiative or referendum shall be taken under this article at a special election other than at the time of regular scheduled elections.

SECTION 60. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph G, shall be amended to read as follows:

- G. If a majority of the qualified voters voting on the question favor the adoption of a proposed ordinance or the repeal of an ordinance previously adopted by the Board, the ordinance shall become effective or the repealed ordinance shall become void upon certification of the election results. The Manager shall add the new ordinance to or delete the repealed ordinance from the record book and the code of ordinances required in §§505 and 506.

SECTION 61. Article IX, Citizen Participation, §902, Initiative and referendum, Subparagraph J, shall be amended to read as follows:

- J. In the event that two or more ordinances are properly proposed by initiative but are inconsistent, the Manager and the Township Solicitor shall meet with Committees

of the Petitioners and seek mutually agreeable adjustments to eliminate the inconsistency. If mutual agreement cannot be obtained, the petition first submitted to the Township Manager pursuant to §902.B(6) shall be accepted for further processing.

SECTION 62. Article X, General Provisions, §1002, Gender, shall be deleted in its entirety.

SECTION 63. Article X, General Provisions, §1003, Amendment, shall be amended to be renumbered as §1002.

SECTION 64. Article X, General Provisions, §1004, Effective date, shall be amended to be renumbered as §1003 and to read as follows:

This Charter, as amended shall become effective on the ____ day of _____.

SECTION 65. Article X, General Provisions, shall be amended to add new §1004, Elected Auditor, which shall read as follows:

The elected auditor in office on the day before the Charter takes effect shall continue in office for the term for which they were elected or until their death, resignation or removal. Thereafter, the position of elected auditor shall be discontinued, and the functions of that office shall be carried out as mandated by this Charter.

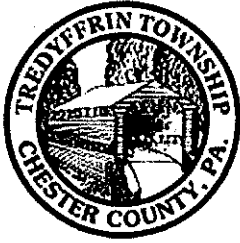
SECTION 66. Article X, General Provisions, shall be amended to add new §1005, Departments, offices, agencies, boards and commissions, which shall read as follows:

- A. The organization of the Township government under this Charter shall be as set forth in the Administrative Code, as required by §601.

SECTION 67. Article XII, Transitional Provisions, shall be deleted in its entirety.

SECTION 68. If any 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 parts of this ordinance which shall continue to be fully operative as if the unconstitutional, illegal or invalid part had not been enacted.

SECTION 69. Any and all provisions of any other ordinance which are inconsistent with the provisions of this ordinance are hereby repealed.



TREDYFFRIN TOWNSHIP

MEMORANDUM

To: Board of Supervisors

CC: William Martin

From: Darin Fitzgerald

Subject: Pump for Chesterbrook Pump Station

Date: April 20, 2026

Staff is requesting Board approval to purchase a sanitary sewerage pump for the Chesterbrook Pump Station. Last week while doing routine checks the crew heard a loud noise coming from the pump and it was determined to be the upper bearings in the pump motor. There isn't a spare motor for the station, so we are unable to swap the pump out. We currently turned the pump off and will only use it in an emergency since there is a long lead time for parts once we take the pump out for repair. We are requesting \$54,600.00 to order a spare pump for the station through MGK Industries who is a COSTARS vendor, unfortunately there is a 18 week lead time for the pump. Once the new pump is installed we will send the current out to be repaired. We are also working with MGK to get a price to install a bypass pit and fittings to be installed so we could use our bypass pump in the future as this is one of our stations that doesn't have a bypass set up.

SECTION 70. This ordinance shall be effective thirty-one (31) days from the date of enactment hereof.

DULY ORDAINED AND ENACTED this ____ day of _____, 2026.

**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP**

David Miller, Chair

Sharon Humble, Vice-chair

KS Bhaskar

Eamon Brazunas

Julie Gosse

Carlotta Johnston-Pugh

Hans van Mol

[Seal]

ATTEST:

William F. Martin, Township Manager

NON-AGENDA

ITEM

HANDOUTS

POLICE DEPARTMENT

Monthly Report

to

BOARD OF SUPERVISORS

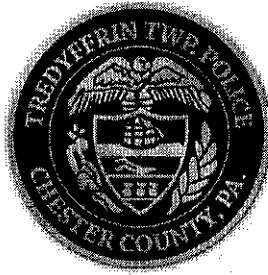


March 2026

**Superintendent
T. Michael Beaty**

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

Offenses	Reported MAR 2026	Cleared MAR 2026	Reported MAR 2025	Cleared MAR 2025	Year to Date 2026	Totals 2025	Totals 2024
Calls For Service	2,117	----	1,895	----	4,221	24,260	20,642
Homicide	1	1	0	0	1	0	1
Rape	0	0	0	0	0	3	1
Robbery	1	1	0	0	1	2	2
Assault	0	0	1	1	2	23	27
Burglary	0	2	4	2	2	21	8
Larceny/Theft	13	10	19	17	32	163	178
Vehicle Theft	1	1	0	0	4	8	6
Vandalism	6	5	7	6	13	68	53
Drug Offenses	1	1	3	3	4	41	19
DUI	7	6	7	7	16	47	57
Traffic Accidents	72	----	65	----	266	956	848
Noise Complaints	22	0	0	0	38	149	137
Identity Theft & Fraud	18	16	20	18	47	193	197
Traffic Arrests	393		215			3901	3164
Warnings	152	----	126	----	1,597	1593	1265
Non-Traffic	3		13		635	86	78
					14		
Juvenile Incidents	48	0	52	0	148	483	522
Juveniles Arrested	0	----	0	----	0	15	26



TREDYFFRIN TOWNSHIP POLICE TRAINING

MARCH 2026

3/11/26 - MPOETC, Mental Health Awareness, Getting A Great Night's Sleep, and
Avoiding Burnout

The above training sessions were held at the Tredyffrin Township Municipal Building,
and all BRAVO officers were in attendance.

TREDYFFRIN TOWNSHIP POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS UNIT

MARCH 2026

DETECTIVES

37 – CASES RECEIVED

29 – CASES CLOSED

9 – TOTAL ARRESTS

29 – DETECTIVE INTERVIEWS CONDUCTED

JUVENILE UNIT

0 – JUVENILE ALLEGATIONS FILED

8 – TOTAL CHILD ABUSE CASES

REVENUE

\$50 – FINGERPRINTING

2 – CIVILIANS FINGERPRINTED

\$2,130 – ACCIDENT /INCIDENT REPORTS/SOLICITOR'S PERMITS

27 – RECORDS CHECKED



COMMUNITY POLICING REPORT

MONTH/YEAR:

March 2026

COMMUNITY EVENTS

ARCH Presentation CHS 3/19
Paoli Business Association Easter 3/28

COMMUNITY MEETINGS

Criminal Justice Presentation Conestoga 3/6
Safety Committee Meeting 3/10
TESD Safety Meeting 3/11
Parks and Recreation 3/11
ARCH 3/12
Jenkins Arboretum Staff Meeting 3/12
Safe Kids 3/19
Interfaith Alliance 3/17
Criminal Justice Presentation Devon Prep 3/27
Girl Scout Presentation / Tour 3/27

FOLLOW-UPS TO PATROL REPORTS

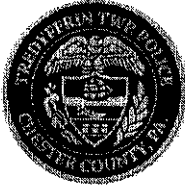
WALK-IN ASSIGNMENTS

P26082011
P26083190
P26085534
P26090541
P26090856
P26090963
P26090988
P26093537
P26093541
P26100257
P26109315
P26109318
P26109323
P26119087
P26119089
P26119086

CAR SEAT INSTALLATIONS

TRAINING

MPOETC 3/11 & 3/25



Chris Boyle

COMMUNITY POLICING REPORT

MONTH/YEAR:

CITIZEN POLICE ACADEMY

MISCELLANEOUS

Solicitor Credentialing 3/10
PLCB Grant Submission
Bike Rodeo Planning – TE Connectivity
Bike Unit training and equipment