



**BOARD OF SUPERVISORS
TREDYFFRIN TOWNSHIP
PUBLIC MEETING AGENDA
August 17, 2026 7:00 PM**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS

- A. In observance of Labor Day, Township offices will close at 2 PM on Friday, September 4th, and will be closed Monday, September 7th.

4. APPROVAL OF MINUTES

- ENCLOSURE* A. Motion to approve minutes of July 20, 2026, Public Meeting

5. TOWNSHIP BUSINESS

- A. Supervisor Liaison Reports

- B. 2025 Audit Report

- ENCLOSURE* C. Motion to advertise a public hearing on September 21, 2026, to consider an ordinance amending Chapter 151, Property Registration for Student Homes, by deleting and replacing the chapter in its entirety

- ENCLOSURE* D. Motion to approve the Arts Commission installation of a wind turbine bench at the Tredyffrin Public Library

- ENCLOSURE* E. Motion to approve staff to issue an RFQ for Sanitary Sewer Engineer Professional Services

- F. Motion to consider authorizing the Township Solicitor to represent the Township in a Zoning Hearing matter related to 675 Swedesford Road

- ENCLOSURE* G. Motion to approve Comprehensive Plan Update Working Group

- ENCLOSURE* H. Motion to approve Associated Paving Contractors, Inc. as the contractor for construction of the Gregory Lane (Phase 2) – Tredyffrin Township/Jenkins Arboretum Stormwater Partnership Project

- ENCLOSURE* I. Motion to approve a letter of support for Lizbeth Lane Stormwater Infiltration Project Trustee Council Grant Application

- ENCLOSURE* J. Motion to approve soil remediation change orders for Wilson Farm Park

- ENCLOSURE* K. Motion to approve the Confirmatory and Corrective Release and Termination associated with 900 N. Atwater Drive (Sage/Atwater)

- ENCLOSURE* L. Motion to approve the Developer Agreement, Financial Security Agreement, and Stormwater Best Management Practices Operations and Maintenance Agreement for Johnson Matthey Inc./456 Devon Park Drive

6. **NEW MATTERS**

A. Board Members

B. Citizens

7. **NEXT MEETING** – September 21, 2026

8. **ADJOURNMENT**

**Tredyffrin Township
Public Meeting
Minutes – July 20, 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 (via Zoom), 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; Assistant Director of Public Works David Duda; 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 and at the main entrance to the Township Building 7/16/2026. Copies of the agenda were made available for the public in attendance at the meeting.

ACKNOWLEDGEMENTS

Chief Beaty on behalf of the Board of Supervisors and the residents of Tredyffrin Township acknowledged retiring Community Policing Director Officer Joseph Butler for his 24+ years of service as a member of the Police Department.

Mr. DiRocco acknowledged Stanford Nishikawa for his years of services to the Township and its residents as a volunteer member of the Municipal Authority and as a Pension Trustee.

CALL TO ORDER PUBLIC HEARING HR-497

At 7:10 PM, Mr. Miller called to order a public hearing to consider and possibly adopt ordinance HR-497 to authorize the acquisition of a parcel located at 599 Park Ridge Drive.

At the end of discussion, a motion was made by Ms. Humble and was seconded by Mr. Bhaskar to adopt Ordinance HR-497 to authorize the acquisition of a parcel located at 599 Park Ridge Drive. A roll call vote was taken: Mr. Brazunas – aye; Mr. van Mol – aye; Ms. Humble – aye; Mr. Bhaskar – aye; Dr. Gosse – aye; Mr. Miller – aye. The motion passed with a 6-0 vote.

Notes of testimony were taken by Court Reporter Joanne Gusler.

ADJOURN PUBLIC HEARING AND CALL TO ORDER PUBLIC MEETING

Mr. Miller adjourned the public hearing and called to order the public meeting at 7:12 PM.

ANNOUNCEMENTS

- PADOT completed work on the Multi-Way Stop at South Valley Road and Circular Avenue. Residents are reminded to follow the 25-mph speed limit and follow the new full-way STOP at this intersection.

APPROVAL OF MINUTES

Motion made by Mr. Bhaskar, seconded by Ms. Humble, and passed unanimously to approve minutes of June 15, 2026.

TOWNSHIP BUSINESS

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

Supervisor Liaison Reports

The Supervisors provided reports for the following meetings:

- Mr. Brazunas reported on the Planning Commission meeting held on July 16. The next meeting is scheduled for August 20.

- Mr. Brazunas reported on the Tredyffrin-Easttown Fire Commission meeting held on July 15. The next meeting is scheduled for August 19 at the Easttown Township Building.
- Mr. van Mol stated that the Municipal Authority scheduled for July 15 was cancelled as there was no new business to discuss. The next meeting is scheduled for October 21.
- Mr. van Mol stated that the next Traffic Committee meeting is scheduled for June 17.
- Mr. van Mol stated that the Library Foundation Board held its annual meeting on June 23.
- Mr. van Mol reported on the Planning Commission meeting he covered on June 18.
- Mr. van Mol reported on the Traffic Committee meeting held on June 17. The next meeting is scheduled for September 16.
- Ms. Humble stated that the Park & Recreation Board does not meet in July or August but that their next meeting is scheduled for September 9.
- Ms. Humble stated that the next Arts Commission meeting is scheduled for July 23.
- Mr. Bhaskar reported on the Environmental Advisory Council meeting held on June 23. The next meeting is scheduled for August 25.
- Mr. Bhaskar reported on the Library Board of Trustees meeting held on June 25. The next meeting is scheduled for July 23.
- Mr. Bhaskar stated that the Historical Commission scheduled for July 9 did not have a quorum, so the meeting was cancelled. The next meeting is scheduled for September 10.

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

Motion made by Ms. Humble, seconded by Mr. Miller, and passed unanimously to appoint Matthew Richard as an alternate member to the Zoning Hearing Board.

Resident Roland Johnson of Paoli shared his concern for the cost of renovations to Wilson Farm Park. He asked the Supervisors to consider repair/renovation work to the putting green. The Supervisors noted that there was significant work that was needed at the park.

Resolution: Officer Butler

Motion was made by Mr. Brazunas and was seconded by Mr. van Mol to adopt Resolution 2026-13 acknowledging Officer Butler's years of service. After discussion, a roll call vote was taken: Mr. Brazunas – aye; Mr. van Mol – aye; Ms. Humble – aye; Mr. Bhaskar – aye; Dr. Gosse – aye; Mr. Miller – aye. The motion passed with a 6-0 vote.

Ray Clarke, on behalf of the Open Land Conservancy, thanked and acknowledged Officer Butler and his contributions, adding that the Township is losing a tremendous asset.

Library Event Request

Motion made by Mr. Bhaskar, seconded by Ms. Humble, and passed unanimously to approve serving alcohol at the library on Friday, July 31, to celebrate the end of "Arbo-READ-um".

Historical Reenactment

Motion was made by Dr. Gosse and was seconded by Mr. Bhaskar to approve the Historic Commission's America 250 Reenactment Camp in Teegarden Park on September 19-20 and an expenditure of \$3,000.

Mr. Bhaskar commented on site security.

Chief Beaty spoke about such events he had experience with in the past and added that this event is supported by the Police Department.

Mr. Miller stated that the goal of this event is to educate about the British encampment prior to the Battle of Paoli.

Ms. Humble, as Park & Recreation Board liaison, stated that the Park & Recreation Board objected to this event in Teegarden Park. They questioned the location and access off Winston Way which Mr. Martin clarified was relocated to use the park's entrances and pavilion area. She added concerns about the burden on residents in the neighborhood near the park.

Mr. van Mol questioned the event schedule and the operational necessity of camping in the park overnight. He asked for and received information regarding what permits were being waived for this event (open fire, nuisance for musket firing, and use of the park overnight). He also noted that the Park & Recreation Board refused to approve the event.

Mr. Brazunas asked for and received information regarding where the reenactors would park. (offsite and shuttle to the park). He asked for and received information regarding how the public was being notified about the event. He questioned the appropriateness of the location in the park and the use of campfires.

Ms. Humble noted that there was an article in the last Township printed newsletter promoting the event before the Supervisors approved it. Mr. Miller noted that the Historical Commission had apologized for that oversight.

Dr. Gosse stated that this would be a positive event for the community and that the Historical Commission will continue to respond to any feedback they receive.

Mr. Brazunas asked for and received information about communications/conflicts with the sports leagues that use Teegarden Park.

Resident Margaret van Naarssen asked if the public would be able to attend the encampment to which the response was that it was open to the public.

Resident and Park & Recreation Board member Michelle Burger shared her concerns about this event. She also shared her concern about whether this could jeopardize the Township's lease with PECO for use of the land for the park. She added that encampments at Valley Forge National Historical Park do not permit overnight camping. She also added that this is a "trial run" for a possible larger encampment next year. She asked that all details for this event be put in writing between the reenactors and the Township.

Park & Recreation Board chair Diane van Mol shared her concerns regarding safety issues raised by the Park & Recreation Board and the list of questions they presented to the Historical Commission which they feel have not been satisfactorily answered. She also noted that this event was not approved by the Park & Recreation Board. She also questioned the need for overnight camping.

Historical Commission chair Rob Williams shared information regarding reenactors and shared the Commission's support for this event. He stated that the Commission and reenactors provided answers to the Park & Recreation Board questions. He added that the Historical Commission will have presentations during the two days of this event. Ms. Humble asked why overnight to which Mr. Williams responded that this was the usual procedure for reenactors and provided examples of Brandywine Battlefield and Battle of Malvern that permit overnight encampments.

The Supervisors clarified that visitors could visit the encampment during daylight hours.

There was discussion on the event being promoted prior to Supervisor approval.

Ms. Humble asked Mr. Williams how much larger the 2027 event would be if 2026 is a "dress rehearsal" to which the response was that there are about 30 reenactors this year and it could grow to 60 in 2027 as they plan to reenact the actual attack and march along the Chester Valley Trail to the Battle of Paoli. He added that this would be a Chester County level event.

Environmental Advisory Council member Anne Murphy expressed concerns about plantings the EAC did in Teegardin Park. Supervisors and Mr. Williams agreed to meet with Ms. Murphy at the park and view the area of concern.

Resident Tim Connor shared his support for this event.

After discussion, a vote was taken: Dr. Gosse, Mr. Brazunas, Mr. Miller and Mr. Bhaskar – aye; Mr. van Mol and Ms. Humble – nay. The motion passed with a 4-2 vote.

Resolution: Chester County Grant Budget

Motion made by Mr. Bhaskar, seconded by Mr. van Mol, and passed unanimously to adopt Resolution 2026-12 urging the Chester County Commissioners to restore and fully fund land use planning, county farmland, open space and park preservation programs they eliminated in the 2026 budget.

Mr. Clarke stated that the Conservancy supports this resolution to restore funding.

Upper Weadley Road Project

Motion made by Mr. Bhaskar, seconded by Mr. Brazunas, and passed unanimously to approve the Proposal, dated July 7, 2026, from N. Abbonizio Contractors, Inc. for additional deteriorated stormwater relining/repairs on Upper Weadley Road east of the intersection with West Valley Road at a cost of \$187,745.

Mr. Bhaskar asked for and received clarification regarding the scope of this work.

Escrow Release

Motion made by Mr. van Mol, seconded by Mr. Brazunas, and passed unanimously to approve escrow release request #1 for the Tredyffrin Easttown School District Conestoga Athletic Field project in the amount of \$4,969,706.76; balance remaining \$517,716.77.

Resolution: Disposition of Records

Motion was made by Mr. Bhaskar and was seconded by Mr. van Mol to adopt Resolution 2026-14 to authorize the disposition of public records as set forth in the Municipal Records Manual and in accordance with Act 428 of 1968. A roll call vote was taken: Mr. Brazunas – aye; Mr. van Mol – aye; Ms. Humble – aye; Mr. Bhaskar – aye; Dr. Gosse – aye; Mr. Miller – aye. The motion passed with a 6-0 vote.

Authorized Signer

Motion made by Mr. Brazunas, seconded by Mr. Bhaskar, and passed unanimously to authorize Dean Dortone, Chief Operating Officer, as an authorized signer for Township Deposit Accounts.

Emergency Sanitary Sewer Repair

Motion made by Mr. van Mol, seconded by Mr. Bhaskar, and passed unanimously to approve emergency sanitary sewer main repair on Pugh Road by PJ Reilly at a cost of \$21,069.68.

Chesterbrook Pump Station Repair

Motion made by Mr. Bhaskar, seconded by Mr. van Mol, and passed unanimously to approve pump replacement and new gate valve at the Chesterbrook Pump Station at a COSTARS cost of \$57,980 from Municipal Maintenance.

OLD BUSINESS

Motion made by Mr. Miller, seconded by Mr. van Mol and passed unanimously to table consideration indefinitely of the change Order #1 basketball court for 355 Chase Road Park and include it as part of the discussions for the 2027 budget.

Mr. Brazunas shared concern about possible cost increases if this is delayed.

Mr. DiRocco reviewed the budget for this project and noted that the Supervisors made the decision to accelerate the project and reduce the timeline from 5 years to 2 years. He noted that any of the parts of the projects that involve paving had seen dramatic cost increases. He also noted that all aspects of the site were deteriorated and could not be salvaged.

Resident Carol Clarke asked for and received explanation regarding the increased costs for the project.

Mr. Johnson expressed his opinion on the process of how this project was implemented.

Mr. Miller shared information on the number of meetings by various Boards and Commissions discussion 355 Chase Road over the last 5 years.

Chesterbrook Civic Association president Joanna Fisher shared that the Supervisors and staff were clear about accelerating the timeline for this project. She noted that there was a need in the Township for a racquet center (pickleball and tennis) and a connection to Wilson Farm Park. She also noted that the Association supports this project.

Mr. Clarke expressed his opinion that the Supervisors did not follow the usual processes for a project of this size.

Mr. Connor noted that the use of this site as a park is far better than the townhouse development that was originally proposed by a developer.

Mrs. Clarke asked for and received information regarding the scope of the project.

Chesterbrook resident Sharon Stein expressed her support for this project.

Chesterbrook resident Susan Ricci expressed her support for this project and asked for and received information regarding the lighting for the site.

NEW MATTERS

Board

Mr. van Mol thanked the staff and the Police Department for their handling of the 4th of July event.

Citizens

Resident Arlene Talley asked about an investigation into Township police procedures regarding the murder that occurred earlier this year. Chief Beaty responded that Township police action fell within the parameters of what is allowed by PA state law and added that there is no investigation at this time. Mr. van Mol added that it would be up to the Pennsylvania State Legislature to amend state law regarding gun rights and “red flag” status and added that the state law has preemption over municipalities.

Ms. Murphy asked for and received clarification regarding the Planning Commission memo that was a non-agenda item in the packet.

NEXT MEETING

The next meeting of the Board of Supervisors is scheduled for August 17, 2026.

ADJOURNMENT

The meeting was adjourned at 9:20 PM.

Respectfully submitted,

Patricia Hoffman
Recording Secretary

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

Ordinance No. HR-499

**AN ORDINANCE AMENDING THE CODE OF TREDYFFRIN
TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AS
AMENDED, REGARDING CHAPTER 151, PROPERTY
REGISTRATION FOR STUDENT HOMES, BY DELETING AND
REPLACING THE CHAPTER IN ITS ENTIRETY.**

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Tredyffrin Township, Chester County, Commonwealth of Pennsylvania, that Chapter 151, Property Registration for Student Homes, of the Code of the Township of Tredyffrin, as amended, shall be amended as follows:

SECTION 1. Chapter 151, Property Registration for Student Homes, shall be deleted in its entirety and replaced with new Chapter 151, which shall be titled “Student Rental Unit Regulations,” and shall read as follows:

Chapter 151. Student Rental Unit Regulations

§ 151-1. Intent and purpose.

- A. It is the intent and purpose of this Chapter and the policy of the Board of Supervisors of Tredyffrin Township, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and tenants relating to the rental of certain dwelling units and dormitory units to students in the Township and to encourage owners and tenants to maintain and improve the quality of student rental housing within the community. It is also the policy of the Township that owners, managers, and tenants share responsibilities to obey the various codes adopted to protect and promote public health, safety and welfare. To those ends, this Chapter provides for a system of registration of rental agreements, issuance and renewal of student rental licenses and sets penalties for violations of this Chapter. This Chapter shall be liberally construed and applied to promote its purposes and policies. While the Board of Supervisors of Tredyffrin Township acknowledges the significant contribution that institutions of higher learning, their students, faculty and staff make to the culture and economy of Tredyffrin Township, in recent years, adverse effects of student housing on residential neighborhoods have increased and there has been an increase in disruptive

student behavior that threatens the health, safety and welfare of student and nonstudent citizens of Tredyffrin Township.

B. Accordingly, the Board of Supervisors of Tredyffrin Township makes the following findings relating to student housing and its effect on the residential neighborhoods of Tredyffrin Township and the effect of student lifestyles on the health, safety and welfare of the student citizens and nonstudent citizens:

- (1) When compared to other unrelated cohabitating individuals and traditional families, groups of students have different hours, work and social habits and frequently cause noise, disturbances and problems in residential neighborhoods.
- (2) There is a greater incidence of violations of various codes of the Township at residential properties where owners rent such property to students.
- (3) The concentration of dwelling units occupied by students changes the character of a neighborhood and displaces middle- and lower-income housing by absorbing housing units and rendering the remaining units less desirable for more traditional residential use.
- (4) There are sufficient differences between student and nonstudent dwellings and the behavior of students and nonstudent residents to justify different regulations for student and nonstudent rental housing.
- (5) The Board of Supervisors of Tredyffrin Township finds that colleges and universities located in and bordering the Township have sufficient resources and interest to properly manage their dormitories and there is no need to regulate such dormitories or student housing units located on and managed by local colleges and universities.

§ 151-2. Definitions.

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

DWELLING UNIT

A single unit providing complete, independent living facilities, including permanent provisions for living, sleeping, eating, cooking and sanitation.

FAMILY

As defined in § 208-6 of the Tredyffrin Township Zoning Ordinance.

OWNER

The record owner(s) or the record owner's agent, including but not limited to operator or manager, of a student rental unit.

RENTAL AGREEMENT

A written agreement, including but not limited to a contract or lease, between the owner and student tenant(s), embodying the terms and conditions concerning the use and occupancy of student homes.

STUDENT RENTAL UNIT

A dwelling unit used and or leased by a student tenant(s), except if all the student tenants are family of the owner of the dwelling unit or the dwelling unit is leased and used only by a family, as the family's primary residence. Student rental units shall not include dormitories and apartments as defined by the Tredyffrin Township Zoning Ordinance.

STUDENT TENANT

An individual who has made application and been accepted at or is enrolled or has been enrolled within the last 12 months prior to the first date of occupancy at a university, college or trade school, and whose primary occupation is a student, including both undergraduate and graduate students alike, residing in a dwelling unit governed by this Chapter.

§ 151-3. Owner's duties.

A. General regulations.

- (1) It shall be the duty of every owner to keep and maintain all student rental units in compliance with all applicable codes and provisions of all other applicable state laws and regulations and local ordinances and to keep such property in good and safe condition.
- (2) Every owner shall also be responsible for regulating the conduct and activities of the student tenants of every student rental unit which they own in the Township, which conduct or activity takes place at such student rental unit or its premises. To achieve those ends, every owner of a student rental unit shall regulate the conduct and activity of the tenants thereof, both contractually and through enforcement, as more fully set forth below.
- (3) This section shall not be construed as diminishing or relieving, in any way, the responsibility of student tenants or their guests for their conduct or activity, nor shall it be construed as an assignment, transfer or projection over or onto any

owner of any responsibility of student tenants or their guests for their conduct or activity, nor shall it be construed as an assignment, transfer or projection over or onto any owner of any responsibility or liability which student tenants or their guests may have as a result of their conduct or activity under any private cause of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an owner to indemnify or defend student tenants or their guests when any such action or proceeding is brought against the student tenant based upon the student tenant's conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon owners other than that which is imposed by existing law.

- (4) This Chapter is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the Township against an owner, student tenant or guest thereof.

B. Designation of a property manager. Every owner who is not a full-time resident of Tredyffrin Township, or elsewhere in an area that is within 10 miles from Tredyffrin Township, shall designate a manager who, if an individual, shall reside in an area within 10 miles from Tredyffrin Township. If the manager is an entity, an individual representative of the manager residing within 10 miles of the Township shall be designated. If the owner is a corporation, a manager shall be required if an officer of the corporation does not reside in the aforesaid 10 mile area from the Township. The officer shall perform the same function as a manager. If the owner is a partnership, a manager shall be required if a partner does not reside in the aforesaid 10 mile area from the Township. Said partner shall perform the same function as a manager. The manager shall be the agent of the owner for service of process and receiving notices and demands, as well as for performing the obligations of the owner under this Chapter and under rental agreements with student tenants. The identity, mailing address, email address, and mobile phone numbers(s) of a person who is designated as manager hereunder shall be provided by the owner or manager to the Township and such information shall be kept current and updated as it changes.

C. Disclosure. The owner or property manager shall disclose to the student tenant in writing on or before the commencement of the tenancy:

- (1) The name, address and telephone number of the manager, if applicable.
- (2) The name, address and telephone number of the owner(s) of the premises.

D. Maintenance of premises.

- (1) The owner shall maintain the premises in compliance with the applicable codes of the Township and shall regularly perform or arrange for all routine maintenance, including lawn mowing and ice and snow removal and shall promptly make all repairs necessary to fulfill this obligation. The owner and student tenant may agree that the student tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling.
- (2) In no case shall the existence of any agreement between owner and student tenant relieve an owner of any responsibility under this Chapter or other ordinances or codes for maintenance of premises.

E. Written rental agreement.

- (1) All rental agreements for student rental units shall be in writing. No oral leases and no oral modifications thereof are permitted. All disclosures and information required to be given to student tenants by the owner shall be furnished before the signing of the rental agreement. The owner shall provide each student tenant with copies of the rental agreement upon execution.
- (2) All rental agreements are required by this Chapter to show the names of all authorized tenants of the student rental unit and state the total number of people who may occupy the student rental unit. Everyone found to be dwelling in a student rental unit who is not an authorized tenant shall constitute a separate violation of the rental agreement and this Chapter.
- (3) Terms and conditions. Owner and student tenant may include in a rental agreement terms and conditions not prohibited by this Chapter or other applicable ordinances, regulations, and laws, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
- (4) Prohibited provisions. Except as otherwise provided by this Chapter, no rental agreement may provide that the student tenant or owner agrees to waive or to forego rights or remedies under this Chapter. A provision prohibited by this subsection included in the rental agreement shall be unenforceable.
- (5) No more than three student tenants may reside in a student home; and such residency of student tenants shall be limited to the student tenants listed on the rental agreement.

- (6) The Township shall be furnished with a student tenant affidavit identifying the current tenants for each student rental unit as a supplement to each student rental license application. Student rental licenses shall not be issued without a current tenant affidavit on file with the Township. It shall be the responsibility of the owner/manager of the student rental unit to keep this information current and submit new or amended student tenant affidavits to the Township within 20 days of the date of execution of any new rental agreement.
- F. Landlord-Tenant Act. The owner shall comply with all provisions of the Landlord-Tenant Act, 68 P.S. §§250.101-250.603, as amended, of the Commonwealth of Pennsylvania.
- G. Common areas. Where an owner of a student rental unit does not regulate the use of common areas and the behavior of student tenants and guests in the common areas of student rental units is violative hereunder, the owner shall be directly responsible for the behavior of student tenants and guests in the common area as if the owner were a student tenant. The failure of the owner to regulate behavior of student tenants and guests in the common areas of student rental units that result in the following shall be a violation of this Chapter:
- (1) Engaging in fighting or threatening, or in violent or tumultuous behavior;
 - (2) Making unreasonable noise that disturbs others;
 - (3) Creating a hazardous or physically offensive condition by any act which serves no legitimate purpose of the actor; or
 - (4) Partaking, either directly or by association, in disruptive conduct as defined by the Township.
- H. Enforcement actions.
- (1) Within 10 days after receipt of written notice from the Township Manager or Zoning Officer that a student tenant of a student rental unit has violated a provision of this Chapter, the owner shall take immediate steps to remedy the violation and take steps to ensure that there is not a reoccurrence of the violation.

- (2) Within 20 days after receipt of a notice of violation, the owner shall file with the Township a report, on a form provided by the Township, setting forth what action the owner has taken to remedy the violation and what steps they have taken to prevent a reoccurrence of the violation. The report shall also set forth a plan as to steps the owner will take in the future if the violation reoccurs. The owner shall notify the Township of changes in the occupancy within 10 days of the change and shall provide the name of the person who is no longer residing in the premises. In the event a person departs, and a new student tenant is added, the name, permanent address and permanent telephone number of the new student tenant(s) shall be provided to the Township.
 - (3) The Township Manager or Zoning Officer shall review the report and, if adequate steps have been taken and the plan is adequate to address future violations, shall approve the plan. The owner shall, on his or her initiative, enforce the plan and failure to do so shall be a violation of this Chapter.
 - (4) If a third violation occurs within a license year involving the same student tenant or tenants, the Township Manager or Zoning Officer may direct the owner to evict the student tenants who violated this Chapter and to not permit the student tenant to occupy the premises during the subsequent licensing period.
- I. Code violations. Upon receiving notice of any code violations from the Township, the owner shall promptly act, or cause the necessary action to be taken, to abate the offending condition and eliminate the violation.
- J. The owner shall permit inspections of any student rental units or premises by the Township Manager or Zoning Officer at reasonable times upon reasonable notice.
- K. The owner shall retain the following for every student rental unit:
- (1) The current license issued by the Township for all student rental units on the premises.
 - (2) The license application required by this Chapter and the rental agreement showing the names of the authorized student tenants of all student rental units on the premises.
 - (3) The total number of people who may occupy the student rental unit and any common areas located within the student rental unit.

§ 151.4. Student tenant duties.

- A. General. The student tenant shall comply with all obligations imposed upon student tenants by this Chapter, all applicable codes and ordinances of the Township and all applicable provisions of state law.
- B. Health and safety regulations. The maximum number of student tenants permitted in any student rental unit or common area shall not exceed the designated maximum number of persons permitted under Township or state code.
- C. Peaceful enjoyment. The student tenants shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their student rental unit with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others, and that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.
- D. Residential use. The student tenant shall, unless otherwise permitted by applicable law or ordinance, occupy or use their student rental unit for no other purpose than as a residence.
- E. Illegal activities. The student tenant shall not engage in, nor tolerate nor permit others on the premises to engage in, any conduct declared illegal under the Pennsylvania Crimes Code, 18 Pa.C.S.A. § 101 et seq., or Liquor Code, 47 P.S. § 1-101 et seq., or the Controlled Substance, Drug, Device and Cosmetic Act, 35 P.S. § 780-101 et seq., all as amended.
- F. Disruptive conduct.
 - (1) The student tenant shall not engage in, nor tolerate nor permit guests in the student rental unit or on the premises of the student rental unit to engage in disruptive conduct or other violations of this Chapter.
 - (2) When the Tredyffrin Township Police Department or the Township Manager or Zoning Officer investigates an alleged incident of disruptive conduct, they shall complete a disruptive conduct report, in addition to any other report or citation as applicable, upon a finding that the reported incident did, in their judgment, constitute disruptive conduct as defined herein. The information provided in said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the disruptive conduct and all other obtainable information including the factual basis for the disruptive conduct requested on the prescribed form. Where the Tredyffrin Township Police Department makes such

investigation, said Tredyffrin Township Police Department officer shall then submit the completed disruptive conduct report to the Township Manager or Zoning Officer.

In all cases, the Township Manager or Zoning Officer shall provide a copy of the disruptive conduct report, via regular or certified mail, or via email, to the owner or manager within three business days of the occurrence of the alleged disruptive conduct, whether the person making the investigation on behalf of the Township is the Township Manager, Zoning Officer or a Tredyffrin Township police officer.

- G. Compliance with rental agreement. The student tenant shall comply with all lawful provisions of the rental agreement entered into between owner and student tenant. Failure to comply may result in the eviction of the student tenant by the owner.
- H. Damage to premises. The student tenant shall not intentionally cause, nor permit nor tolerate others to cause, damage to the student rental unit or the premises of the student rental unit. Conduct which results in damages exceeding \$500 shall be considered a violation of this Chapter.
- I. Inspection of premises. The owner and student tenant of a student rental unit shall permit inspections by the Township Manager or Zoning Officer of the student rental unit, common areas of the student rental unit, and the premises of the student rental unit at reasonable times, upon reasonable notice.
- J. Removal or defacement of notice. It shall be a violation of this Chapter for any person to remove or deface any notice of a document required to be posted within a student rental unit, common area of a student rental unit, or the premises of a student rental unit and it shall be unlawful for any person to occupy the student rental unit unless the student rental unit is properly licensed by Tredyffrin Township.
- K. It shall be a violation of this Chapter for any student tenant, guest, or any other person to engage in disruptive conduct as defined by this Chapter.

§ 151.5. Licensing.

A. License requirement.

- (1) A license shall be required for all student rental units.
- (2) The application for the license shall be in a form as determined by the Township.

- (3) As a prerequisite to entering into a rental agreement or permitting the occupancy of any student rental unit (except as provided in this Chapter), the owner of every such student rental unit shall be required to apply for and obtain a license for each student rental unit.
- (4) The following categories of rental property shall not require a student rental license, and shall not, therefore, be subject to the permitting provision of this Chapter:
 - (a) Owner-occupied dwelling units, provided that not more than two unrelated individuals, in addition to the immediate members of the owner's family, occupy the dwelling unit at any given time.
 - (b) Dwelling units which are occupied under a rental agreement by two or more unrelated individuals who are not students or the owner of record.
 - (c) Hotels and motels.
 - (d) Hospitals and nursing homes.
 - (e) Bed-and-breakfast units as defined by Chapter 208, Zoning.
 - (f) Dormitory units.
- (5) A license shall not be required for multiple-unit dwellings, although a license shall be required for each student rental unit within a multiple-unit dwelling. The foregoing notwithstanding, all other provisions of this Chapter shall apply to the common areas of the structure.
- (6) The owner shall maintain a current and accurate list of the student tenants for each student rental unit which shall include their name, permanent address and permanent telephone number which shall be provided to the Township on an annual basis as part of a tenant affidavit to be submitted with each student rental application and renewal and kept on file with the Township as a supplemental document with the associated student rental license. The owner shall notify the Township of changes in the occupancy within 20 days of the change and shall provide an updated tenant affidavit.

- (7) If a license is denied by the Township, the owner shall have the right to appeal such denial to the Board of Supervisors of Tredyffrin Township within 30 days of mailing of the notice of denial of the application. The hearing before the Board of Supervisors shall be governed by the Local Agency Act.
- (8) No license shall be issued to an owner unless the student rental unit complies with all applicable codes and ordinances of Tredyffrin Township.

B. Annual license terms, fee and occupancy limit.

- (1) Each license shall have an annual term running from January 1 through December 31 of each calendar year.
- (2) Upon application for a license and prior to issuance or renewal thereof, each applicant shall pay to the Township an annual license and inspection fee, in an amount to be established, from time to time, by the Board of Supervisors.
- (3) The license shall indicate thereon the maximum number of tenants in each student rental unit.
- (4) No license shall be issued if the owner has not paid any fines and costs arising from enforcement of this Chapter or any of the ordinances of Tredyffrin Township relating to land use and/or code enforcement or if any licensing fees under this Chapter are due and owing the Township.

C. Search Warrant. Upon a showing of probable cause that a violation of this Chapter or any other ordinance of Tredyffrin Township has occurred, the Township may apply to the magisterial district justice having jurisdiction in Tredyffrin Township for a search warrant to enter and inspect the premises.

§ 151.6. Grounds for nonrenewal, suspension or revocation of license.

- A. General. The Township Manager or Zoning Officer may initiate disciplinary action against an owner that may result in a formal warning, nonrenewal, suspension or revocation of the owner's license, for violating any provision of this Chapter that imposes a duty upon the owner and/or for failing to regulate the breach of duties by student tenants as provided for herein.

B. Options.

- (1) Formal warning: formal written notification of at least one violation of this Chapter. Upon satisfactory compliance with this Chapter and any conditions imposed by the Township, the formal warning shall be removed when the owner applies for license renewal at a time set by the Township.
- (2) Nonrenewal: the denial of the privilege to apply for license renewal after expiration of the student rental license term. The Township will permit the owner to maintain student tenants in the premises until the end of the license term but will not accept applications for renewal of the student rental license until a time set by the Township.
- (3) Suspension: the immediate loss of the privilege to rent student rental units for a time period set by the Township. The owner, after the expiration of the suspension period, may apply for license renewal without the need to show cause why the owner's privilege to apply for a license should be reinstated. Upon suspension, the owner shall take immediate steps to evict the student tenants.
- (4) Revocation: the immediate loss of the privilege to rent student rental units for a time period set by the Township and the loss of the privilege to apply for renewal of the student rental license for the current and following annual license terms. The owner, after the expiration of the revocation period, may apply for license renewal, but will be required to show cause why the owner's privilege to apply for a student rental license should be reinstated. Upon the loss of the privilege to rent, the owner shall take immediate steps to evict the student tenants of the student rental unit.

C. Criteria for applying discipline. The Township Manager or Zoning Officer, when applying discipline, shall consider the following:

- (1) The effect of the violation on the health, safety and welfare of the student tenants of the student rental unit and other residents of the premises.
- (2) The effect of the violation on the neighborhood.
- (3) Whether the owner has prior violations of this Chapter and other ordinances of the Township or has received notices of violations as provided for in this Chapter.

- (4) Whether the owner has been subject to disciplinary proceedings under this Chapter.
- (5) The effect of disciplinary action on the tenants.
- (6) The action taken by the owner to remedy the violation and to prevent future violations, including any written plan submitted by the owner.
- (7) The policies and rental agreement language employed by the owner to manage the student rental unit to enable the owner to comply with the provisions of this Chapter.
- (8) In addition to applying discipline as set forth above, the Township Manager or Zoning Officer may apply and impose upon the existing or subsequent licenses reasonable conditions related to fulfilling the purposes of this Chapter.

D. Grounds for imposing discipline. Any of the following may subject an owner to discipline as provided for in this Chapter:

- (1) Failure to abate a violation of Township codes and ordinances that apply to the premises within the time directed by the Township.
- (2) Refusal to permit the inspection of the premises by the Township as required by this Chapter.
- (3) Failure to take steps to remedy and prevent violations of this Chapter by tenants of student rental units as required by this Chapter.
- (4) Failure to file and implement an approved plan to remedy and prevent violations of this Chapter by Student tenants of a student rental unit as required by this Chapter.
- (5) Three violations of this Chapter or other ordinances of the Township that apply to the premises within a license term. For purposes of this Chapter, there need be no criminal conviction before a violation can be found to exist. Before a prior violation can be considered under this Section, the owner must have received notice in writing of this violation within 30 days after the Township issues the notice of violation.

E. Procedure for nonrenewal, suspension or revocation of license and appeal.

- (1) Notification. Following a determination that grounds for nonrenewal, suspension or revocation of a license exist, the Township Manager or Zoning Officer shall notify the owner of the action to be taken and the reason therefor. Such notification shall be in writing, addressed to the owner in question and shall contain the following information:
 - (a) The address of the premises in question and identification of the student rental unit(s) affected.
 - (b) A description of the violation which has been found to exist.
 - (c) A statement that the license for said student rental unit(s) shall be either suspended or revoked or will not be renewed for the next license year, or that the owner will receive a formal warning. In the case of a suspension or revocation, the notice shall state the date upon which such suspension or revocation will commence and shall also state the duration of said suspension or revocation.
 - (d) A statement that, due to the nonrenewal, suspension or revocation (as the case may be), the owner or any person acting on their behalf is prohibited from renting, leasing or permitting occupancy of the student dwelling unit(s) by more than two unrelated students subject to said enforcement action, from and during the period said action is in effect.
 - (e) A statement informing the owner that he, she or it has a right to appeal the decision suspending, revoking or declining to renew the license to the Board of Supervisors, by submitting in writing to the Township Manager, within 30 days from the date printed on the notice, a detailed statement of the appeal, including the grounds therefor and the reason(s) alleged as to why the determination of the Township Manager or Zoning Officer is incorrect or should be overturned, and a statement of relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed by the Board of Supervisors, to be signed by the appellant. There is hereby imposed a fee for filing such appeals, the amount of which shall be determined and established, from time to time, by the Board of Supervisors.

- (2) Upon receipt of such an appeal in proper form, accompanied by the requisite filing fee, the Township Manager shall schedule a hearing to be held at the time and date of the next regularly scheduled Board of Supervisors meeting not less than 10 days from the date on which the appeal is filed.
- (3) The appellant, the Township Manager and Zoning Officer and the owners of every lot on the same street within 500 feet of the lot or building for which the license is at issue, and every lot not on the same street within 150 feet of the lot or building in question, shall receive written notice of the hearing on the appeal. However, the failure of any owner to receive such notice shall not affect the validity of the hearing.
- (4) The Board of Supervisors shall hold a hearing on the appeal which shall be conducted in accordance with the Local Agency Law, 2 Pa.C.S.A. §§ 551 through 555. The appellant and all other parties having an interest may be heard. Based on the facts and arguments of the appellant and of the Township Manager, Zoning Officer, and any Tredyffrin Township Police Department or other public officials involved, and any relevant factual presentations of other parties, the Board of Supervisors shall make a decision either affirming, reversing or modifying the action of the Township Manager or Zoning Officer from which the appeal was taken.
 - (a) Such decision shall be rendered at a public meeting either immediately following the hearing or within 30 days thereafter. The decision shall be reduced to writing stating the factual and legal basis for the decision, within 45 days after rendering the decision. If the Board of Supervisors deems it necessary or desirable, it may continue the hearing to a subsequent time and date not later than 30 days from the initial hearing, which time and date shall be openly announced at the initial hearing and in such case, the time limits for rendering the decision and reducing it to writing set forth herein shall be calculated from the last hearing date (at which the substance of the decision is orally announced).
- (5) Delivery of notification.
 - (a) All notices shall be sent to the owner and manager, if applicable, by certified mail. If the notice is returned by the postal authorities marked "unclaimed" or "refused," then the Township Manager or Zoning Officer shall attempt delivery by personal service on the owner or manager, if applicable.

§ 151.7. Violations and penalties.

- A. Basis for violation. It shall be unlawful for any person, as either owner or manager of a student rental unit for which a license is required, to operate without a valid, current license issued by the Township authorizing such operation. It shall also be unlawful for any person, either owner or manager, to allow the number of student tenants of a student rental unit to exceed the maximum limit as set forth on the license, or to violate any other provision of this Chapter. It shall be unlawful for any student tenant to violate this Chapter.
- B. Penalties. Any person who violates any provision of this Chapter shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and including reasonable attorney's fees incurred by the Township in the enforcement of this Chapter, and in default of payment of said fine and costs, to a term of imprisonment of not more than 30 days. Each day that a violation of this Chapter continues or each section of this Chapter which shall be found to have been violated shall constitute a separate offense.
- C. Nonexclusive remedies. The penalty provisions of this section and the license nonrenewal, suspension and revocation procedures provided in this Chapter shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the Township as may be deemed appropriate for carrying out the purposes of this Chapter. The remedies and procedures provided in this Chapter for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Township in the case of a violation of any other code or ordinance of the Township, whether or not such other code or ordinance is referenced in this Chapter and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this Chapter.

§ 151.8. Miscellaneous provisions.

A. Notices.

- (1) For purposes of this Chapter, any notice required hereunder to be given to a manager shall be deemed as notice given to the owner.
- (2) There shall be a rebuttable presumption that any notice required to be given to the owner under this Chapter shall have been received by such owner if the notice was given to the owner in the manner provided by this Chapter.

- (3) A claimed lack of knowledge by the owner of any violation hereunder cited shall not be a defense to license nonrenewal, suspension or revocation proceedings if all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Chapter.
- B. Changes in ownership occupancy. It shall be the duty of each owner of a student rental unit to notify the Township, in writing, of any change in ownership of the premises or of the number of student rental units on the premises. It shall also be the duty of the owner to notify the Township in writing of any increase in the number of student tenants in any student rental unit or of the changing of a dwelling unit from owner-occupied to non-owner-occupied, which thereby transforms the dwelling into a student rental unit for purposes of this Chapter.
- C. Owners severally responsible. If any student rental unit is owned by more than one person, in any form of joint tenancy, as a partnership or otherwise, each person shall be jointly and severally responsible for the duties imposed under the terms of this Chapter and shall be severally subject to prosecution for the violation of this Chapter.
- D. Enforcement by the Township. The Township Manager or Zoning Officer is responsible for enforcement and administration of this Chapter. Enforcement actions provided are not exclusive, and the Township may take any action with respect to a licensee, a resident, or the licensed premises as is authorized by law.

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

SECTION IV. 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



MEMORANDUM

DATE: August 17, 2026
TO: Board of Supervisors
FROM: Arts Commission
SUBJECT: Wind Turbine Bench

Arts Commission members along with members of the Park and Recreation Board met at the Tredyffrin Public Library on June 29, 2026, to review a possible site for an art installation near Strafford Park and the Library grounds. After walking the site, the consensus was to install the wind turbine bench on Library grounds at the lower parking lot entrance to the Children's Library, replacing an existing bench on the current concrete pad. The proposed location was selected in consultation with Library staff.

The bench is a recycled wind turbine blade bench donated through the Arts Commission. The Arts Commission has secured funding for the purchase of the bench; there is no cost to the Library or Township for the bench itself. The bench will be painted with a mural, designed by a local artist (to be selected). The existing bench will be relocated to another appropriate location.

Township Public Works has agreed to assist with unloading and positioning the bench. Prior to installation, Township Public Works will need to inspect the existing concrete pad to confirm that it is of adequate size and structural capacity to safely support the bench.

At its meeting on July 23, 2026, the Library Board of Trustees passed a motion to recommend the installation on Township/Library property for approval by the Board of Supervisors.

BOARD OF SUPERVISORS TREDYFFRIN TOWNSHIP

Supervisors

David Miller, *Chair*
Sharon Humble, *Vice-chair*
KS Bhaskar
Eamon Brazunas
Julie Gosse
Carlotta Johnston-Pugh
Hans van Mol



Township Manager
William F. Martin

Township Solicitor
Gawthrop Greenwood PC

REQUEST FOR QUALIFICATIONS (RFQ)

Sanitary Sewer Engineering Services

Tredyffrin Township, Chester County, Pennsylvania

1. Introduction

Tredyffrin Township is soliciting a **Request for Qualifications (RFQs)** from experienced and licensed engineering firms to provide **professional sanitary sewer engineering services** on an as-needed, project-specific, and multi-year basis. The Township maintains an extensive sanitary sewer system serving multiple regional wastewater treatment authorities and requires ongoing engineering support for capacity planning, system upgrades, regulatory testing/reporting/compliance, project management, and emergency response.

2. Purpose of the RFQ

The Township intends to pre-qualify one or more firms to support ongoing sewer system operations, planning, design, construction oversight, and regulatory reporting. Qualified firms should demonstrate strong technical expertise, familiarity with Pennsylvania sewer regulations (including Chapter 94), and experience working with municipalities, regional wastewater agencies, and the Pennsylvania Department of Environmental Protection (PADEP) regulations.

3. Background

Tredyffrin Township owns and operates a complex sanitary sewer system comprising multiple service areas that ultimately discharge the following treatment authorities:

- Valley Forge Sewer Authority (VFSA)
- DELCORA
- Matsunk Water Pollution Control Center

- Trout Run Water Pollution Control Center
- Radnor-Haverford-Marple (RHM) Sewer Authority

The Township also coordinates inter-municipal sewer flows, including **Richards Road testing for Upper Merion**, currently conducted through Eurofins/Test America.

4. Scope of Services

The selected firm(s) will be expected to perform **comprehensive sanitary sewer engineering services**, including but not limited to:

4.1 System Planning, Monitoring & Capacity Management

- Conduct capacity reviews for all Township sewer basins.
- Evaluate and document flows to Valley Forge, DELCORA, Matsunk, Trout Run, and RHM systems.
- Perform/coordinate Richards Road flow testing for Upper Merion.
- Conduct sewer planning module reviews for new residential/commercial connections to the Twp. sanitary sewer system, as well as for new land development project sewer connections.

4.2 Regulatory Compliance & Reporting

- Prepare, review, and support the Township in meeting **Chapter 94 Quarterly and Annual Reporting** requirements.
- Assemble data, perform analysis, and prepare regulatory submissions to wastewater authorities and PADEP.
- Provide invoice review and approval support for regulatory and reporting projects.

4.3 Project Design, Construction, and Management

- Provide engineering design services for sanitary sewer projects, including:
 - Cured-In-Place Pipe (CIPP) lining
 - Pump station upgrades
 - Sanitary main upgrades and relocations
- Provide **construction management**, including field oversight, coordination with contractors, and quality control.
- Deliver project management services, including scheduling, progress reporting, and cost tracking.
- Perform inspections, including:
 - New tap inspections
 - Construction inspection
 - Verification of work completed
- Provide finalized and approved as-built plans to the Township upon project completion.

4.4 Interdepartmental Coordination

- Work with Township Public Works, Engineering, and Building/Codes departments on sewer-related projects.
- Prepare and review **Highway Occupancy Permits (HOPs)** for sewer work in PennDOT-regulated roadways, in accordance with Township and PADOT, etc. standards, regulations, etc.

4.5 Accounting & Administrative Support

- Provide support for project-level accounting, including:
 - Invoicing
 - Resource management (staffing, budgeting, cost oversight)
- Assist the Township with ongoing administration of sewer-related consulting services.

4.6 Emergency Response Services

- Respond to emergencies and provide technical/engineering guidance to the Township Public Works Department, and other Departments, as needed, to assist the Township with various emergency repair, replacement, and regulatory (PADEP/Other Agency, etc.) permitting/coordination/compliance, including, but not limited to the following:
 - Broken sewer mains,
 - Pump station failures,
 - Other urgent sewer system issues
- PADOT/PADEP/Treatment Plant Permitting, coordination, etc.

Note: Sanitary Sewer consultant(s) MUST have senior professional staff and field inspection staff available for communication with the Twp. Public Works Dept. staff and available to be onsite in the Township for emergency sanitary sewer and pump station issues, on an as needed basis.

5. Qualifications Requirements

Firms must demonstrate by providing the following information in the RFQ submissions:

- Pennsylvania-licensed professional engineers with substantial municipal sewer experience.
- Demonstrated familiarity with PADEP regulations, Chapter 94 reporting, and multi-agency wastewater treatment systems.
- Proven experience in sewer system modeling, capacity management, inspection, flow monitoring, and engineering design.
- Experience with intermunicipal agreements and coordination with wastewater authorities.
- Strong project management, construction oversight, and inspection capabilities. Strong communication skills and ability to work with a variety of non-technical/technical/public and private/regulatory personnel.
- **Ability to provide rapid response for emergency system failures.**
- Experience providing cost estimates, invoicing, budgeting, and administrative support for municipal engineering programs.

Examples of past PADEP/County/Agency, etc. permitting experience for daily routine monitoring, testing, regulatory compliance activities, as well as capital project permit submissions.

- Ability to produce quality engineering deliverables, including preliminary/final/construction level bid plans/documents, etc., construction specification documents, engineering technical reports/studies, and as-built documentation.

Ability to provide full-time high level, construction inspection (CI) services, including bid support and construction inspections and coordination b/n the contractor, Township, and permitting agencies for any/all sanitary sewer related construction projects.

6. Submission Requirements

Interested firms shall submit **one electronic RFQ PDF** document containing:

1. **Cover Letter**
 - Interest in the project, primary and secondary point of contact (POC), and summary of all key personal qualifications. Identification and information should include all proposed staff tasked with providing sanitary sewer engineering work to Tredyffrin Township.
2. **Firm Profile**
 - Organizational structure, office locations, and list of key personnel.
3. **Relevant Experience**
 - Description of comparable municipal sewer projects and sanitary sewer experience.
 - Specific experience with Chapter 94 reporting, sewer capacity analyses, pump stations, CIPP, sanitary main relocations, and emergency response. Provide min. of 10 project examples of each of the following: 1). pump station and sewer main replacement/improvement/upgrade projects, 2). PADEP regulatory permitting and compliance, including Ch. 94 and sewer capacity analysis work, 3). CIPP relining projects, 4). PADOT HOP permits, and 5). Emergency Response Actions.
4. **Project Team**
 - Resumes of project manager(s) and lead technical staff.
5. **Approach & Methodology**
 - Description of the firm's engineering, project management, and QA/QC processes.
6. **Rate Schedule & Billing Structure**
 - Submit a sealed Cost/Fee Structure Document, with current 2026/2027 hourly rates for key staff/personnel, and reimbursable cost policies.
7. **References**
 - Provide a minimum of three (3) references from municipal or authority clients.

7. Evaluation Criteria

Submissions will be evaluated on:

- Relevant technical experience (40%)
- Demonstrated capability in required service areas (10%)
- Qualifications of assigned personnel (15%)

- Understanding of Township systems and regulatory requirements (10%)
- Responsiveness and emergency readiness (15%)
- Strength of past municipal performance (5%)
- Quality of proposal and clarity of methodology (5%)

8. General Conditions

- Tredyffrin Township reserves the right to accept, reject, or modify any submission.
- This RFQ does not commit the Township to award a contract.
- Selected firms may be invited to provide a formal proposal or participate in interviews.

9. Submission Deadline

Submissions must be received electronically by:

Thursday September 17th, 2026, at 4:00 PM EST

Email to: wmartin@tredyffrin.gov

10. Questions

Questions may be submitted to:

Darin Fitzgerald, Director of Public Works

2021 Comp Plan Members

Township Staff

Bill Martin
Matt Baumann
Amanda Lafty

BOS

Mark Freed
Murph Wysocki, BOS Chair

Township Solicitor

Patrick McKenna

PC

Scott Growney
Bill Roundtree
Tory Snyder

EAC

Rutger Boerema

Community Members

Judy DiFilippo
Trip Lukens
David Miller

2026 Update Comp Plan Suggested Members

Township Staff

Bill Martin
Erin McPherson
Robert Emmanuel

BOS

David Miller, Chair
Chair's Choice

Township Solicitor

Patrick McKenna

PC

Scott Growney or another member as he appoints
Lisa Thomas

EAC

Anne Murphy

Community Members/Stakeholders - ****Suggest 2-3**

Neil Kling
Doug Anestad
Tory Snyder
Suggest at least person familiar with Office Space Development/Leasing:
Jeff DuVouno – Brandywine Realty Trust
Brian Simel – Rubenstein Partners
Rich Gottlieb – Keystone Property Group
John Forde – Equus
Mike MacCrory - JLL
Bob Hankin – Hankin Group, Developer of Eagleview



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: August 10, 2026
TO: Finance Committee and Board of Supervisors
FROM: Stephen Burgo, P.E. - Township Engineer
SUBJECT: Request to Award Bid from Associated Paving Contractors, Inc. for
Engineering Dept. #: 2026-01 - Gregory Lane (Phase 2) Tredyffrin Township/
Jenkins Arboretum Stormwater Partnership Project

Gregory Lane (Phase 2) Tredyffrin Township/Jenkins Arboretum Stormwater Partnership Project:

Twp. staff have been working with Jacobs, the design consultant, on the Gregory Lane Stormwater Partnership Project for several years. The current Gregory Lane (Phase 2) Tredyffrin Township/ Jenkins Arboretum Stormwater Partnership Project – Engineering Project #: 2026-01 preliminary design was completed in 2025. The final design was completed in June 2026. The Twp. and our consultants finalized the construction plans and bid package, and the project was advertised for bidding on July 2, 2026.

The proposed Gregory Lane (Phase 2) Tredyffrin Township/ Jenkins Arboretum Stormwater Partnership Project will include, but is not limited to the following improvements:

- One Stormwater Vegetated BioSwale located along the toe of the slope/bottom of the rear Arboretum access roadway and above Browning Brook. - (Base Bid Item)
- Riverstone stone Drainage Swale - (Base Bid Item)
- Stabilized Surface area along toe of the BioSwale slope to accommodate Arboretum vehicles - (Alt. #1 Bid Item)
- Vegetated Plantings within the entire Bioswale – (In-Kind Services provided by Jenkins Arboretum)

The proposed underground stormwater bed will further build on the benefits of the Gregory Lane (Phase 1) Stormwater Project completed in 2025. It will improve the amount of stormwater runoff capture and reduce the overflow to residential properties along the lower portions of Gregory Lane, downstream portions of the Jenkins Arboretum, as well as multiple other downstream residential properties located along the Devon State Road tributary (aka Browning Brook) of Trout Creek. The Stormwater Management and Drainage Infrastructure Improvements will greatly help in reducing stormwater runoff for small and moderate stormwater events and improve the water quality for runoff flowing into the Browning Brook tributary of Trout Creek.

On August 3, 2026, at 11:00 AM, Tredyffrin Township received bids from qualified contractors for the Gregory Lane (Phase 2) Tredyffrin Township/ Jenkins Arboretum Stormwater Partnership Project. Five (5) bids were received and reviewed by the Township staff:

Bid Results (\$):	Base Bid	Alt #1	Total: Base + Alt #1
1. Associated Paving Contractors, Inc.	\$145,970.00	\$28,000.00	\$173,970.00
2. Semmel Excavating, LLC	\$184,656.00	\$22,176.00	\$206,832.00
3. Brightfields, Inc.	\$201,380.00	\$26,600.00	\$227,980.00
4. G & B Construction	\$216,211.00	\$42,000.00	\$258,211.00
5. James R Kenney Excavating & Paving, Inc.	\$253,690.00	\$42,000.00	\$295,690.00

Associated Paving Contractors, Inc.	\$173,970.00 ← Lowest Qualified Bidder
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• Base Bid + Alt. #1

The construction and construction inspection related work associated with this project are identified in 2026 Township approved Engineering Capital budget, as well as the Township’s 2026-2030 5-yr Capital Budget Funding Plan. The Associated Paving Contractors, Inc. bid, along with the Jacobs design and construction inspection, previously approved, are within the approved budgetary amount in the 2025-2026 approved capital budgets and the 2026-2030 5-yr capital budget funding plan.

Construction funding includes \$205,372.00 in Commonwealth of PA DCED WRPP Grant funding, \$121,595.00 of Tredyffrin Township GOB/SWF match funding and \$73,033.00 of Jenkins Arboretum in-kind match funding. The Twp. DCED WRPP Grant was obtained in 2022 and extended until the completion of the Gregory Lane (Phase 1) SW Project. That project received two grants and was completed in December of 2025. **The current DCED WRPP Grant expiration date is 6/30/27.**

The Township Engineering Department staff as well as our design consultant, Jacobs (see attached Jacob’s memo), carefully examined all the bids and are recommending the project be awarded to **Associated Paving Contractors, Inc.**

Actions:

- **Township staff respectfully request that the Board of Supervisors award the Base Bid + Alt. #1 for “Engineering Department Project #2026-01: Gregory Lane (Phase 2) Tredyffrin Township/Jenkins Arboretum Stormwater Partnership Project” to the lowest qualified bidder, Associated Paving Contractors, Inc., in the amount of \$ 173,970.00**

August 7, 2026

Attn: Stephen Burgo
Tredyffrin Township
1100 DuPortail Road
Berwyn, PA 19312

Project name: Gregory Lane (Phase 2) Tredyffrin Township/Jenkins Arboretum Stormwater Management and Drainage Improvement Project
Project no: D3589102

Subject: Gregory Lane (Phase 2) Tredyffrin Township/Jenkins Arboretum Stormwater Management and Drainage Improvement Project (Tredyffrin Township Engineering Department Project #2026-01) – Bid Recommendation

Dear Stephen,

On August 3, 2026, the Township received bids from five contractors for the Gregory Lane (Phase 2) Tredyffrin Township/Jenkins Arboretum Stormwater Management and Drainage Improvement Project. The project consists of, but is not limited to, the installation of a stormwater bio-infiltration swale, riprap, grass pavers, and site grading/seeding/restoration at Jenkins Arboretum. Based on our review of the submitted bids, we are recommending that the contract be awarded to **Associated Paving Contractors, Inc.**, the lowest overall bidder as summarized in Table 1.

Table 1 – Summary of Bids for the Gregory Lane (Phase 2) Tredyffrin Township/Jenkins Arboretum Stormwater Management and Drainage Improvement Project

Description	Associated Paving Contractors, Inc.	Semmel Excavating, LLC	BrightFields, Inc.	G&B Construction	James R Kenney Excavating & Paving Inc.
Base Bid	\$145,970	\$184,656	\$201,380	\$216,211	\$253,690
Alternate 1	\$28,000	\$22,176	\$26,600	\$42,000	\$42,000
Total	\$173,970	\$206,832	\$227,980	\$258,211	\$295,690

Note: the table is organized from lowest bid on the left side to highest bid on the right

After reviewing their bid documents, further discussing the project with their proposed site lead, Adam Reiff, and reviewing feedback provided from project references, we believe that **Associated Paving Contractors, Inc.** can perform the desired work in an efficient and capable manner. We are further recommending that the Township award both the Base Bid and Alternate 1 to **Associated Paving Contractors, Inc.**, for the total cost of **\$173,970**.

Please let me know if you have any comments or questions on the above.
Regards,



Daniel Wible
Project Engineer
daniel.wible@jacobs.com

BOARD OF SUPERVISORS TREDYFFRIN TOWNSHIP

Supervisors
David Miller, Chair
Sharon Humble, Vice-Chair
KS Bhaskar
Eamon Brazunas
Julie Gosse
Carlotta Johnston-Pugh
Hans van Mol

1100 DuPortail Road
Berwyn PA 19312-1079

Phone: 610-644-1400
E-mail: tredyffrin@tredyffrin.gov
Website: www.tredyffrin.gov

Township Manager
William F. Martin

Township Solicitor
Gawthrop Greenwood PC

August 6, 2026

Mr. James Leonard, President
Valley Forge Trout Unlimited
P.O. Box 1046
West Chester, PA 19380

Re: Lizbeth Lane Stormwater Infiltration Project- Trustee Council Grant Application

Dear Jim:

Tredyffrin Township would like to confirm its whole-hearted support for Valley Forge Trout Unlimited's (VFTU's) application to the Valley Creek Trustee Council in the amount of \$190,000 towards the construction of the second stormwater infiltration trench on Lizbeth Lane. The grant also provides funding for upgrades to capture more stormwater runoff for infiltration in the Williams Lane and Laurel Lane stormwater beds constructed in 2024. This grant provides the needed match to the \$150,000 Growing Greener grant awarded in January of 2025 so that both trenches can be constructed. The total cost of the project for both Lizbeth 1 and Lizbeth 2 stormwater infiltration trenches plus the proposed upgrades on Williams and Laurel is \$520,000.

This project represents a continuation of the Upper Crabby Creek Stormwater Project, which in 2024 installed two stormwater infiltration beds on Beechwood, one on Williams and one on Laurel Lanes. The need for the two additional green inlets, one each on Williams and Laurel, has been documented by post construction performance monitoring and storm reporting installed and operated by the Valley Creek Restoration Partnership, on all infiltration trenches constructed in 2024, including the two beds constructed on Beechwood Lane.

The total outside funding for this project comes to \$340,000 including the Growing Greener grant awarded in January of 2025 in the amount of \$150,000 plus the above proposed \$190,000 from the Trustee Council. The Township reaffirms its prior commitment of \$180,000 for this project, made in its April 24, 2025 Board of Supervisors meeting, originally designated for another proposed grant application. The new Trustee Council grant budget also includes project design and oversight for the upgrades for Williams and Laurel by Jacobs Engineering. Construction oversight for Lizbeth is covered the 2024 Trustee Council grant to Valley Forge Trout Unlimited for construction oversight and postconstruction monitoring.

Implementation of the Lizbeth Lane Infiltration Project is integral to achieving a measurable impact in the restoration of Crabby Creek and enhancing its wild trout population. It has been included in the Township's 2027 stormwater capital budget. This project will extend the already measurable impact of stormwater reduction from the 2024 projects implemented on Beechwood and Williams to the upper neighborhoods of Crabby Creek, as well as reduce streambank erosion and sedimentation transport into Crabby Creek Park and ultimately downstream into Valley Creek in Valley Forge National Historical Park.

We hope that the Valley Creek Trustee Council will approve this application, so that this successful watershed restoration program can build a more resilient stormwater infrastructure and reduce excessive stormwater runoff negatively impacting the respective neighborhoods and the health of Crabby Creek, and ultimately Valley Creek, our Township's Exceptional Value streams.

Sincerely,

William Martin
Township Manager

Lizbeth Lane Stormwater Infiltration, William, Laurel upgrades: Fall 2026 VC Trustee Council Application								
		Total					Township	
		Construction		Engineering	Growing Grnr	Trustee Council	Match	Total
					2025 award	(New request)	(unchanged)	Funding
Total budgeted construction for Lizbeth Lane		\$ 470,000						
					already funded or committed			
Lizbeth Trench 1 construction		\$ 235,000		prior TC grant	\$ 150,000		\$ 85,000	\$ 235,000

					New items to fund			
Lizbeth Trench 2 construction		\$ 235,000		prior TC grant	\$ -	\$ 176,000	\$ 59,000	\$ 235,000
Laurel upgrade to collect Lizbeth flow								
Add green inlet on NS,pipe across, patch								
	Jacobs (design, bid, oversight)			\$ 5,000		\$ 5,000		\$ 5,000
	Construction (prebid estimate)	\$ 20,000				\$ 2,000	\$ 18,000	\$ 20,000
Williams upgrade to collect East-West flow								
Add green inlet on ES of grey inlet,								
	reverse weir, patch pavement							
	Jacobs (design, bid, oversight)			\$ 5,000		\$ 5,000		\$ 5,000
	Construction (prebid estimate)	\$ 20,000				\$ 2,000	\$ 18,000	\$ 20,000
Total Lizbeth 2 and Laurel/Williams upgrade		\$ 275,000		\$ 10,000		\$ 190,000	\$ 95,000	\$ 285,000
		\$ 510,000		\$ 10,000	\$ 150,000			
Total Costs Both Phases				<u>\$ 520,000</u>				
Township commitment Lizbeth 1							85,000	
Total Township commitment (matches April 2025 BOS For both Lizbeth 1 and 2)							\$ 180,000	
Trustee Council Match % of additional project scope						67%		
Trustee Council Match % of total project cost						37%		



TREDYFFRIN TOWNSHIP

MEMORANDUM

DATE: August 12, 2026

TO: Board of Supervisors and Finance Committee

FROM: Dave Duda, Assistant Public Works Director

SUBJECT: Wilson Farm Park Change Orders (Tot Lot)

Township staff respectfully request the Board of Supervisors' formal approval for change orders #1, #3, and #4 submitted by S.B. Conrad, as well as the invoice from General Recreation, all in relation to the ongoing Wilson Farm Park project. These change orders were identified as essential to address specific issues encountered during the construction process, particularly with the tot lot retention basins. Remediation efforts were required due to unexpected conditions concerning water flow between the various beds. The saturated soil in these areas led to deviations and unevenness on the playground surface, which posed both safety and maintenance concerns. By implementing these corrective measures, the project team applied a comprehensive "belt and suspenders" approach, ensuring not only that the immediate problems have been resolved, but also that all foreseeable future issues relating to water retention and drainage are effectively eliminated. This proactive strategy guarantees a safer, more durable play environment for children and families, preserves the integrity of the playground surface, and minimizes risk of future disruption or costly repairs. The staff's recommendation is based on thorough evaluation and collaboration with contractors and specialists and is intended to maintain the high standards expected for public spaces within the Township.

Wilson Farm Park Change Orders:

CO #1 S.B. Conrad	\$222,103.00
CO #3 S.B. Conrad	\$125,000.00
CO #4 S.B. Conrad	\$42,063.23
General Recreation (Play Surface)	\$94,178.70

Total cost impact - \$483,344.93

Action: Staff request the Board of Supervisors authorize and approve Change Orders #1 - #3 - #4 and General Recreation invoice as stated above to S.B. Conrad.



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> Wilson Farm Park Improvements Project 1100 Duportail Road Berwyn, PA 19312	CONTRACT INFORMATION: Contract For: Change Order Date: 07/09/2025	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: 05/19/2026
OWNER: <i>(name and address)</i> Tredyffrin Township 1100 Duportail Road Berwyn, PA 19312	ARCHITECT: <i>(name and address)</i> Simone Collins, Inc. 119 East Lafayette Street Norristown PA 19401	CONTRACTOR: <i>(name and address)</i> S. B. Conrad, Inc. P.O. Box 251 Chester Heights, PA 19017

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remediation at 2 pods per attached.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,494,000.00
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,494,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 222,103.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 1,716,103.00
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.
The new date of Substantial Completion will be	Unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Simone Collins, Inc. ARCHITECT <i>(Firm name)</i>	S. B. Conrad, Inc. CONTRACTOR <i>(Firm name)</i>	Tredyffrin Township OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
 PRINTED NAME AND TITLE	Mike Ferguson PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
 DATE	5/19/2026 DATE	 DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Wilson Farm Park
Remediation 2 pds

5/8/2026

Description	Cost	Notes
2 md labor	\$ 1,600.00	2 days open up observation ports and meet Pennoni pre removal of rubber
Camera basin	\$ 2,800.00	Ato Z construction performed
Demo rubber Labor	\$ 14,500.00	6 men three days 4/13-1/15
Dumpsters for rubber	\$ 6,000.00	
Bond	\$ 809.00	
OH/P	\$ 2,800.00	
Total	\$ 28,509.00	

Polymer Injections	\$ 187,500.00	Per attached proposal
Bond	\$ 6,094.00	We will have to pay bond fee unless this is somehow separated from contract we are putting no mark up on it.
	\$ 193,594.00	



May 8, 2026

Proposal #8804

S.B Conrad Inc.
PO Box 251,
Chester Heights, PA 19017

Attn. Mike Ferguson

RE: 500 Lee Rd, Wayne, PA

Furnish materials and labor for the following:

Polymer Injection:

- Perform PA One Call
- Mobilize and demobilize personnel and equipment
- Set up work area and layout injection locations per Pennoni's direction
- Drive injection rods at max depth of 4' (300 locations)
- Inject high density polymer foam (up to 40 lbs per injection port)
- Utilize remote control camera to ensure foam injection does not infiltrate storm water piping
- Ensure removal of injection pipe
- Restore surface back per existing design
- Remove and dispose of all unneeded materials and debris
- Restore any disturbed areas back to original condition

Cost: \$187,500.00

Conditions:

- **All work is weather permitting, and delays are to be expected**
- **All work areas are to be free and clear of any obstructions**
- **Proposal is based on standard business hours Monday-Friday 7AM-4PM**

637 South River Rd
Halifax, Pa 17032

(717) 579-6476
Ameer@atozconstructionllc.net



AIA® Document G701™ – 2017

Change Order

PROJECT: (name and address)

Wilson Farm Park Improvements Project
1100 Duportail Road
Berwyn, PA 19312
OWNER: (name and address)

Tredyffrin Township

CONTRACT INFORMATION:

Contract For: Change Order
Date:

07/09/2025

ARCHITECT: (name and address)

Simone Colins, Inc.

CHANGE ORDER INFORMATION:

Change Order Number: 3
Date: 07/14/2026

CONTRACTOR: (name and address)

S. B. Conrad, Inc.
P.O. Box 251
Chester Heights, PA 19017

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Repairs to pods at pavillion per attached. \$125,000

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	1,494,000.00
The net change by previously authorized Change Orders	\$	234,848.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	1,728,848.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	125,000.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$	1,853,848.00
The Contract Time will be (increased) (decreased) (unchanged) by	(0)	days.
The new date of Substantial Completion will be	Unchanged	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Simone Colins, Inc.
ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

S. B. Conrad, Inc.
CONTRACTOR (Firm name)

SIGNATURE

Mike Ferguson
PRINTED NAME AND TITLE

7/14/2026
DATE

Tredyffrin Township
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Wilson Farm Park Repair

KMC- Remove Playmat/Stone/Dirt & Reinstall Stone	\$ 75,000.00
Concrete 87 Yards @ \$227.42/yard	\$ 19,785.54
Concrete Labor 160 Hours @ \$125/hour	\$ 20,000.00
Bond (3.5%)	\$ 4,017.49
	<u>\$ 118,803.03</u>
	<u>\$ (125,000.00)</u>
	<u>\$ (6,196.97) Credit under \$125k</u>

Over \$125k

Labor 135 Hours @ \$100/hour	\$ 13,500.00
Equipment	\$ 5,830.00
Pipe/Fittings	\$ 3,627.00
Waterproofing Material	\$ 29,759.23
Waterproofing Labor	\$ 11,000.00
Extra Concrete 28 Hours @ \$227.42/hour	\$ 6,367.76
Project Manager 40 Hours @ \$150/hour	\$ 6,000.00
Bond (3.5%)	\$ 2,662.94
	<u>\$ 78,746.93</u>
	<u>\$ (6,196.97) Credit Under \$125k</u>
	<u>\$ (20,500.00) Credit Remove Playmat</u>
	<u>\$ 52,049.96</u>

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: *(name and address)*

Wilson Farm Park Improvements Project
1100 Duportail Road
Berwyn, PA 19312
OWNER: *(name and address)*
Tredyffrin Township

CONTRACT INFORMATION:

Contract For: Change Order
Date:

07/09/2025

ARCHITECT: *(name and address)*

Simone Collins, Inc.

CHANGE ORDER INFORMATION:

Change Order Number: 4
Date: 07/14/2026

CONTRACTOR: *(name and address)*

S. B. Conrad, Inc.
P.O. Box 251
Chester Heights, PA 19017

The Contract is changed as follows:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Waterproofing Material \$29759.23

Waterproofing Labor \$11,000

Bond \$1,304

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 1,494,000.00
The net change by previously authorized Change Orders	\$ 359,848.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 1,853,848.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 42,063.23
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 1,895,911.23
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.
The new date of Substantial Completion will be	Unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Simone Collins, Inc.
ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

S. B. Conrad, Inc.
CONTRACTOR *(Firm name)*

SIGNATURE

Mike Ferguson
PRINTED NAME AND TITLE

7/21/2026

DATE

Tredyffrin Township
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Quote



Quote

GENERAL RECREATION, INC.

Please confirm billing and shipping addresses below:

I TREDYFFRIN TOWNSHIP
 N
 V 1100 DuPortail Road
 O
 I Berwyn, PA 19312
 C
 E
 ZIP CODE

S Wilson Farm Park
 H
 I 500 Lee Rd, Wayne, PA 19087
 P
 T
 O
 ZIP CODE

PO# Salesperson: Net/30 Prepay Date:
 Will Hemler ☒ 1.28.26

Prices are:

Delivered

☒

Plus Ship Charges

Date Wanted:

ASAP

HOLD

Spec Date:

TBD

Ship:

Truckload

Comm. Carr.

UPS

Residential

Call Before Del.

Will Hemler 610-304-1973

Freight: Prepay & Add

☒

Prepaid

☒

Quan	Design No.	Wilson Farm Park	CUSTOMER COST	
			EACH	TOTAL
		<u>Playground Rubber Safety Surfacing Replacement</u>		
	6,000 SQFT	Supply & Install Poured In Place Rubber Safety Surfacing to 3 1/2" Thickness		\$94,178.70
		50% Black/50% Beige With Aromatic Binder.		
		Includes: Total Replacement of Pod 2 & 3		
	Note	Removal of Existing Rubber Surfacing & Restoration of Compacted Stone Base By Others		

- Payment Terms: ☒ Net 30 Days ☐ 50% Deposit/Balance Net 30 Days
- ☐ Full Prepayment ☐ Copies of bonds required
- Proposal does not include engineer stamped drawings/calculations, sales tax or storage unless noted above
- Permits, if required, are the responsibility of the Owner.
- Freight charge does not include liftgate service or expedited delivery unless noted above
- Excavation to sub-grade, removal of spoils, geotextile fabric and compacted stone base is not included, unless noted above.
- General Recreation Inc. is not responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control.
- Materials listed above are nonreturnable.
- Lead Time: Will Advise
- Quote is valid 30 Days
- Retainage does not apply.
- Proposal pricing as per PA COSTARS 014-E23-313 Recreational & Fitness Equipment. Vendor #122659
- Bonds are not including in the above pricing

To confirm order, please sign and return to our office.

Signature _____ Date: _____

For Questions Regarding This Proposal, Please Call Will Hemler 610.304.1973

GENERAL RECREATION, INC.

P.O. Box 440 Newtown Square, Pennsylvania 19073

Office: 800.726.4793 Fax: 610.353.5161

Email: will@gen-rec.com

Prepared By/Return To:

Debra A. Shulski, Esquire
Riley Riper Hollin & Colagreco
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341
610-458-4400



Parcel Number: 43-3-37.5 and 43-3-37.5A

**RELEASE AND TERMINATION OF FINANCIAL SECURITY AND
DEVELOPMENT AGREEMENTS**

This Release and Termination of Financial Security and ~~Development~~ ^{Developer} Agreements is made this 2nd day of October, 2024, by and among TREDYFFRIN TOWNSHIP, with offices at 1100 DuPortail Road, Berwyn, Chester County, Pennsylvania ("Township") and SHI-III SAGE ATWATER REIT, LLC, with an address at 1489 Baltimore Pike, Springfield, Pennsylvania ("Developer").

BACKGROUND

A. Developer and Township are parties to a certain Development Agreement and Financial Security Agreement both recorded in the Office of Recorder of Deeds of Chester County, Pennsylvania on September 8, 2017 at Deed Book 9612, Page ~~126579~~ and Deed Book 9612, Page 1288 respectively (both agreements are collectively referred to as the "Agreements").

B. The property that is encumbered by the Agreements is located 900 N. Atwater Drive, Malvern (formerly known as Lots 9 and 9A), and more specifically identified as Tax Parcels 43-3-37.5 and 43-3-37.5A ("Property").

C. The Township approved the Property for development of an assisted living facility and associated improvements as shown on a Preliminary/Final Land Development Plan prepared by Chester Valley Engineering dated June 9, 2016, last revised April 18, 2017 ("Plan").

D. The Agreements confirmed the Developer's obligations to install the improvements as shown on the Plan.

E. The improvements have all subsequently been installed and completed and the Township approved the final release of the financial security for the improvements on January 25, 2021.

F. The Township has agreed that Developer shall be released from its obligations thereunder and further agrees the Property shall be released from any encumbrance or other rights by which the Agreements affects the Property.

NOW, THEREFORE, in consideration of the recital above, and the Agreements below, both parties intending to be legally bound, hereby agree as follows:

1. Release and Termination of Agreements. Township agrees that all of the improvements under the Agreements have been satisfactorily completed and agrees to release any and all claims to the Property that were created by virtue of the Agreements. As such, all the obligations under the Agreement are hereby terminated in their entirety.

2. Binding Effect. This Release and Termination Agreement shall inure to the benefit and be binding upon the respective parties thereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties intending to be legally bound thereby have caused this Release and Termination of Financial Security and Development Agreements to be executed at as the first date written above.

WITNESS:

DEVELOPER:

SHI-III SAGE ATWATER REIT, LLC

Philip H. Levin

By: Kelly Cook Andress

Kelly Cook Andress
Authorized Representative

WITNESS:

TREDYFFRIN TOWNSHIP:

By: William J. Martin

William Martin, Township Manager
of Tredyffrin Township

ACKNOWLEDGMENT

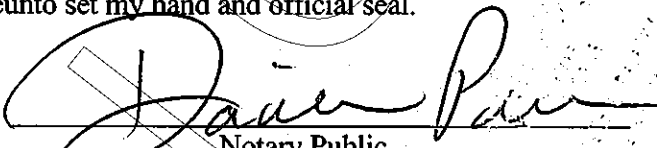
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CHESTER

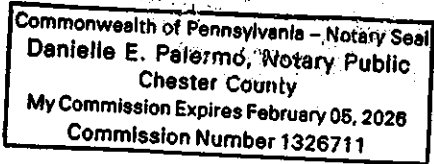
:
:
: ss.

On this 2nd day of October, 2024, before me, a notary public, duly commissioned in and for the said County and Commonwealth, personally appeared Kelly Cook Andress, known to me or satisfactorily provide to be the authorized representative of SHI-III SAGE ATWATER REIT, LLC, subscribed to the within instrument and acknowledged that he is authorized to execute the same, for purposes herein contained.

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



Notary Public



Unofficial

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF CHESTER : SS.

On this 9 day of October, 2024, before me, the undersigned officer, personally appeared William Martin, who acknowledged himself to be the Township Manager of Tredyffrin Township, that he is authorized to execute this document on behalf of the Township and that he executed the same for the purposes therein contained.

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

Gabrielle Ignarri
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Gabrielle Ignarri, Notary Public
Chester County
My commission expires November 16, 2025
Commission number 1410922
Member, Pennsylvania Association of Notaries

Prepared By/Return To:

Debra A. Shulski, Esquire
Riley Riper Hollin & Colagreco
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341
610-458-4400

Parcel Number: 43-3-37.5 and 43-3-37.5A

CONFIRMATORY AND CORRECTIVE RELEASE AND TERMINATION OF FINANCIAL SECURITY AND DEVELOPER AGREEMENTS

This Confirmatory and Corrective Release and Termination of Financial Security and Developer Agreements (“Confirmatory and Corrective Release and Termination Agreement”) is made this ____ day of July, 2026, but effective as of October 2, 2024, by and among TREDYFFRIN TOWNSHIP, with offices at 1100 DuPortail Road, Berwyn, Chester County, Pennsylvania (“Township”) and SHI-III SAGE ATWATER REIT, LLC, with an address at 1489 Baltimore Pike, Springfield, Pennsylvania (“Developer”).

BACKGROUND

A. Developer and Township are parties to a certain Developer Agreement and Financial Security Agreement both recorded in the Office of Recorder of Deeds of Chester County, Pennsylvania on September 8, 2017 at Deed Book 9612, Page 1265 and Deed Book 9612, Page 1288 respectively (both agreements are collectively referred to as the “Agreements”).

B. The property that is encumbered by the Agreements is located at 900 N. Atwater Drive, Malvern (formerly known as Lots 9 and 9A), and more specifically identified as Tax Parcels 43-3-37.5 and 43-3-37.5A (“Property”).

C. The Township approved the Property for development of an assisted living facility and associated improvements as shown on a Preliminary/Final Land Development Plan prepared by Chester Valley Engineering dated June 9, 2016, last revised April 18, 2017 (“Plan”).

D. The Agreements confirmed the Developer’s obligations to install the improvements as shown on the Plan.

E. The improvements have all subsequently been installed and completed and the Township approved the final release of the financial security for the improvements on January 25, 2021.

F. The Township had agreed that all obligations under the Agreements had been satisfied and agreed to release Developer and terminate the Agreements in accordance with an agreement entered into by the parties entitled “Release and Termination of Financial Security and Development Agreements” dated October 2, 2024 recorded in the Office of Recorder of Deeds in Chester County, Pennsylvania, in Book 11281, Page 987 (“Release and Termination Agreement”).

G. The Release and Termination Agreement erroneously referenced the Developer Agreement as “Development Agreement” and erroneously referenced the recording information for the Developer Agreement as being recorded in the Office of the recorder of Deeds in Chester County, Pennsylvania in Book 9612, Page 1279 whereas the correct page number is Page 1265.

H. The purpose of this Confirmatory and Corrective Release and Termination Agreement is to confirm and correct the Release and Termination of Agreement between the Township and the Developer dated October 2, 2024, recorded in the Office of Recorder of Deeds in Chester County, Pennsylvania, in Book 11281, Page 987, to correct the name of the “Development Agreement” to “Developer Agreement” and to correct the recording reference of the Developer Agreement to Book 9612, Page 1265.

NOW, THEREFORE, in consideration of the recital above, and the Agreements below, both parties intending to be legally bound, hereby agree as follows:

1. Confirmatory and Corrective Release and Termination of Agreements. The Parties agree that the Developer Agreement and Financial Security Agreements were released and terminated effective October 2, 2024 and agree the Release and Termination Agreement is corrected to correct the name of “Development Agreement” to “Developer Agreement” and to correct the recording reference of the Developer Agreement to Book 9612, Page 1265.

2. Binding Effect. This Confirmatory and Corrective Release and Termination Agreement shall inure to the benefit and be binding upon the respective parties thereto and their respective heirs, executors, administrators, successors and assigns.

[Signature page to follow]

IN WITNESS WHEREOF, the parties intending to be legally bound thereby have caused this Confirmatory and Corrective Release and Termination of Financial Security and Developer Agreements to be executed at as the first date written above.

WITNESS:

DEVELOPER:

SHI-III SAGE ATWATER REIT, LLC

By: _____
Kelly Cook Andress
Authorized Representative

WITNESS:

TREDYFFRIN TOWNSHIP:

By: _____

By: _____
William Martin, Township Manager
of Tredyffrin Township

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA	:	
	:	ss.
COUNTY OF CHESTER	:	

On this _____ day of _____, 2026, before me, a notary public, duly commissioned in and for the said County and Commonwealth, personally appeared Kelly Cook Andress, known to me or satisfactorily provide to be the authorized representative of SHI-III SAGE ATWATER REIT, LLC, subscribed to the within instrument and acknowledged that he is authorized to execute the same, for purposes herein contained.

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

Notary Public

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA	:	
	:	ss.
COUNTY OF CHESTER	:	

On this _____ day of _____, 2026, before me, the undersigned officer, personally appeared William Martin, who acknowledged himself to be the Township Manager of Tredyffrin Township, that he is authorized to execute this document on behalf of the Township and that he executed the same for the purposes therein contained.

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

Notary Public

**TREDYFFRIN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT is entered into 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:	<u>Johnson Matthey Inc.</u>
Street Address 1:	<u>456 Devon Park Drive</u>
Street Address 2:	<u></u>
City, State, Zip:	<u>Wayne, PA 19087</u>
Contact Person:	<u>Jim Carroll</u>
Telephone:	<u>610-341-8300</u>
Facsimile:	<u></u>
E-mail:	<u></u>

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 subdivision and/or land development plan for 456 Devon Park Drive prepared by Howell Engineering, dated February 20, 2026, last revised July 23, 2026, and consisting of 14 sheets; which received final approval by formal action of the Township Planning Commission on July 16, 2026. A copy of the decision of the [Board] [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 subdivision and/or land development plan for 456 Devon Park Drive, prepared by Howell Engineering, dated February 20, 2026, last revised July 23, 2026, and consisting of 14 sheets; which received final approval by formal action of the Tredyffrin Township Planning Commission on July 16, 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; (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 deemed necessary. 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 §188-33 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 §188-33.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 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 Improvement. 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 accordance with this Agreement and all applicable 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 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 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 one (1) days of the date of this Agreement.

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 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 and the construction of improvements (those not covered by funds which Developer has posted with Township) on the individual residential building lots, 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 or violates any other 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. 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.

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. 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.

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 proof of clear title 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 [Board of Supervisors] [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.

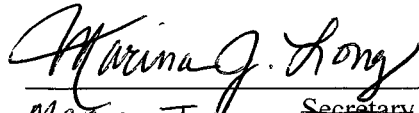
h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made a part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and, except as may be otherwise specifically 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.

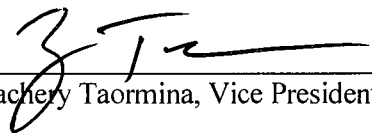
~~Attest~~ *Witness:*



Marina J. Long Secretary

DEVELOPER:

JOHNSON MATTHEY INC.

By: 

Zachery Taormina, Vice President

BOARD OF SUPERVISORS OF
TREDYFFRIN TOWNSHIP

Witness:

By: _____
_____, Chairman

Attest _____
Township Manager

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 the Chairman of the Board of Supervisors of the **TOWNSHIP OF TREDYFFRIN**, a body corporate and politic, and that he/she as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself/herself as Chairman.

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

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 7th day of August, 2026 before me, a Notary Public, the undersigned officer, personally appeared, Zachery Taormina who acknowledged himself/herself to be the Vice President of JOHNSON MATTHEY INC., and that he/she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as Vice President.

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

Marina J. Long
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
MARINA J LONG - Notary Public
Chester County
My Commission Expires December 23, 2026
Commission Number 1097490

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

July 30, 2026

Louis J. Colagreco, Esquire
Riley Riper Hollin & Colagreco
717 Constitution Drive, Suite 201
Exton, PA 19341

Re: 456 Devon Park Drive – Preliminary/Final Land Development Approval Letter

Dear Mr. Colagreco:

This is to confirm that the Tredyffrin Township Planning Commission, at its public meeting held on July 16th, 2026, voted to grant preliminary/final land development approval for the Johnson Matthey Inc. land development application for the property located at 456 Devon Park Drive Russell Road, Wayne, PA 19087. The plan, prepared by Howell Engineering, dated 02/20/2026 and last revised 4/23/2026 was approved subject to the following waivers and conditions:

1. §174-11.B(3) – A partial waiver is requested to only show existing conditions within 210 feet of the improvements, instead of 300 feet.
2. §174-11.B(5) – A partial waiver is requested to only show utilities within 60 feet of the property line, instead of 300 feet.
3. §181-12 – A waiver is requested to combine the preliminary and final subdivision plan sets.
4. §181-38.A – A waiver is requested to use a scale of 1" = 30' instead of 1" = 50' on the construction improvement plan.
5. The Applicant will commit to fulfilling their responses listed in the two Howell Engineering response letters, both dated June 18, 2026.
6. The Applicant will comply with all outstanding comments in the Remington & Vernick letter dated July 1, 2026 and the Princeton Hydro letter dated March 17th, 2026.
7. The Applicant will conduct a post-construction noise study to determine if the building is in compliance with the current Township noise ordinance

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,

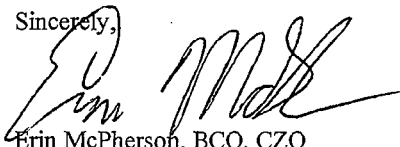

Erin McPherson, BCO, CZO
Director of Planning & Zoning

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 _____, 20__, by and between JOHNSON MATTHEY INC., with a physical street address at 456 Devon Park Drive, Suite 600, Wayne, Pennsylvania ("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 plan for property located at 456 Devon Park Drive, Tredyffrin Township, titled (hereinafter referred to as the “Plan”)

456 Devon Park Drive Subdivision and Land Development Plan
Prepared by Howell Engineering; Dwg. No. 5301
Dated February 20, 2026; Revised through July 23, 2026
Consisting of fourteen (14) 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 July 16, 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 Final Subdivision and Land Development Plan dated 2/20/26, last revised 7/23/26 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 One million three hundred eleven thousand Dollars (\$1,311,000.00), representing 110% 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 (\$ 1,179,900.00) (the "Working Account"). The remaining balance of the Letter of Credit (\$ 131,100.00) 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 sole opinion of Township, 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 institution 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 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 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 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 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 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 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 _____. 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 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.

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

~~Attest~~ Witness:

Marina J. Long
Marina J. Long

DEVELOPER:

JOHNSON MATTHEY INC., a Pennsylvania corporation

By:

Zachery Taormina
Zachery Taormina, Vice President

BOARD OF SUPERVISORS OF
TREDYFFRIN TOWNSHIP

By: _____
_____, Chairman

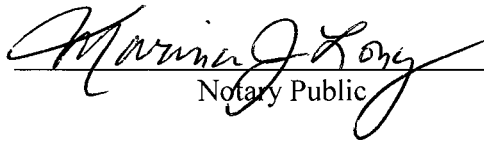
Attest

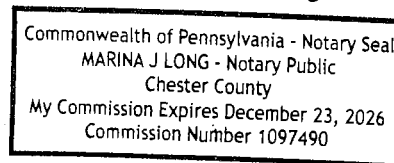
_____, Township Manager

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CHESTER : ss

On this, this 7th day of August, 2026, before me, a notary public, personally appeared Zachery Taormina who acknowledged himself to be the Vice President of JOHNSON MATTHEY INC, a PA corporation 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 corporation by himself as Vice President.

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


Notary Public



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)



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

July 9, 2026

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

**RE: Financial Security and Inspection Escrow Determination
456 Devon Park Drive
Tredyffrin Township
RVE File # PA151535P004**

Dear Erin:

Remington & Vernick Engineers (RVE) is in receipt of a cost estimate from Johnson Matthey, Inc. (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 Plan for 456 Devon Park Drive," latest revision 04/23/2026, prepared by Howell Engineering of West Chester, PA and the noise control report entitled "JM Expansion Project Noise Control," dated 06/12/2026 prepared by Signar LLC of Plymouth Meeting, 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 \$1,140,000.00 dollars (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. Therefore, financial security in the amount of \$1,254,000.00 dollars is required for this project.

In accordance with the requirements of Tredyffrin Township, the Developer is required to provide an inspection escrow in an amount equal to 5% of the financial security. Therefore, an inspection escrow in the amount of \$57,000.00 dollars is required for this project.

Financial Security and Inspection Escrow Determination
456 Devon Park Drive
Page 2 of 2

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

Sincerely,
REMINGTON & VERNICK ENGINEERS
By

A handwritten signature in blue ink, appearing to read "Andrew Pockl", is written over a light blue horizontal line.

Andrew Pockl, P.E., CFM
Township Engineer

ACP/epc/jls

Enclosure

cc: Johnson Matthey, Inc., c/o Joshua Bauer, Owner (via email)
Tredyffrin Township Engineering Department (via email)
William Martin, Township Manager (via email)
Patrick M. McKenna, Esq., Gawthrop and Greenwood, PC, Township Solicitor (via email)
Christopher J. Fazio, P.E., C.M.E., Greater PA Municipal Practice Director - Northeast
Owen M. Hyne, P.E., C.E.A., Regional Manager
Raymond Ruczynski, Department Head – Construction Management and Inspection

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**

Project: PA151535P004 - Devon Park Drive

Escrow Release #

REVISED
Date: 7/9/2026

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
	<u>MOBILIZATION/SURVEY</u>								
1	Mobilization/Survey	LS	1	\$ 10,500.00	\$ 10,500.00				\$ 10,500.00
2	Site Preparation	LS	1	\$ 6,000.00	\$ 6,000.00				\$ 6,000.00
	SUBTOTAL:				\$ 16,500.00	\$ -	\$ -	\$ -	\$ 16,500.00
	<u>EROSION & SEDIMENT CONTROL</u>								
3	Rock Construction Entrance	LS	1	\$ 3,000.00	\$ 3,000.00				\$ 3,000.00
4	Inlet Protection/Maintenance	EA	8	\$ 250.00	\$ 2,000.00				\$ 2,000.00
5	Erosion Maintenance	LS	1	\$ 1,700.00	\$ 1,700.00				\$ 1,700.00
6	Super Silt Fence	LF	206	\$ 10.00	\$ 2,060.00				\$ 2,060.00
7	Concrete Washout	EA	1	\$ 750.00	\$ 750.00				\$ 750.00
8	Remove/Finalize E&S Controls	LS	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
9	Topsoil Stockpile	EA	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
10	Erosion Control Blanket	SF	2890	\$ 0.25	\$ 722.50				\$ 722.50
	SUBTOTAL:				\$ 20,232.50	\$ -	\$ -	\$ -	\$ 20,232.50
	<u>DEMOLITION</u>								
11	Concrete	SY	112	\$ 50.00	\$ 5,600.00				\$ 5,600.00
12	Gravel Parking Lot	SY	561	\$ 15.00	\$ 8,415.00				\$ 8,415.00
13	Asphalt Parking Lot	SY	951	\$ 10.00	\$ 9,510.00				\$ 9,510.00
14	Retaining Wall	LF	108	\$ 50.00	\$ 5,400.00				\$ 5,400.00
15	Bollards	EA	10	\$ 350.00	\$ 3,500.00				\$ 3,500.00
16	Gravel Area to Lawn	SY	170	\$ 10.00	\$ 1,700.00				\$ 1,700.00
17	Precast Structures	EA	5	\$ 1,000.00	\$ 5,000.00				\$ 5,000.00
18	Storm Pipe	LF	514	\$ 18.00	\$ 9,252.00				\$ 9,252.00
19	Disposal Fees	LS	1	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00
20	Existing Gate Removal	LS	1	\$ 1,000.00	\$ 1,000.00				\$ 1,000.00
21	Chain Link Fence Removal	LF	27	\$ 10.00	\$ 270.00				\$ 270.00
	SUBTOTAL:				\$ 52,147.00	\$ -	\$ -	\$ -	\$ 52,147.00
	<u>EARTHWORK</u>								
22	Strip Topsoil	CY	70	\$ 17.50	\$ 1,225.00				\$ 1,225.00
23	Site Cut	CY	1,464	\$ 3.00	\$ 4,392.00				\$ 4,392.00
24	Site Fill	CY	122	\$ 10.00	\$ 1,220.00				\$ 1,220.00
25	Rough Grade Site	SY	2,032	\$ 0.75	\$ 1,524.00				\$ 1,524.00
26	Fine Grade Building Pad	SY	740	\$ 3.00	\$ 2,220.00				\$ 2,220.00
27	Fine Grade Paving	SY	988	\$ 3.00	\$ 2,964.00				\$ 2,964.00
28	Rough Grade Concrete Pad	SY	27	\$ 30.00	\$ 810.00				\$ 810.00
29	Grade for Retaining Wall	LF	300	\$ 20.00	\$ 6,000.00				\$ 6,000.00
30	Re-Topsoil	CY	47	\$ 30.00	\$ 1,410.00				\$ 1,410.00
31	Re-Topsoil Gravel Area to Lawn	CY	28	\$ 50.00	\$ 1,400.00				\$ 1,400.00
32	Export Soils	CY	1,878	\$ 15.00	\$ 28,170.00				\$ 28,170.00
33	Stabilization and Seeding	LS	1	\$ 7,500.00	\$ 7,500.00				\$ 7,500.00
	SUBTOTAL:				\$ 58,835.00	\$ -	\$ -	\$ -	\$ 58,835.00
	<u>STORM DRAINAGE</u>								
34	6" HDPE RWC	LF	62	\$ 55.00	\$ 3,410.00				\$ 3,410.00
35	8" HDPE RWC	LF	43	\$ 58.00	\$ 2,494.00				\$ 2,494.00

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**

Project: PA151535P004 - Devon Park Drive

Escrow Release #

**REVISED
Date: 7/9/2026**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
36	15" HDPE	LF	463	\$ 105.00	\$ 48,615.00				\$ 48,615.00
37	18" HDPE	LF	378	\$ 108.00	\$ 40,824.00				\$ 40,824.00
38	Rip Rap Apron	EA	1	\$ 1,500.00	\$ 1,500.00				\$ 1,500.00
39	Inlet, Type M, Standard Box	EA	5	\$ 4,500.00	\$ 22,500.00				\$ 22,500.00
40	Inlet, Type C, Standard Box	EA	2	\$ 4,500.00	\$ 9,000.00				\$ 9,000.00
41	Storm Manholes	EA	1	\$ 6,500.00	\$ 6,500.00				\$ 6,500.00
42	Storm Headwalls & Endwalls	EA	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
43	MRC Facility	LS	1	\$ 125,000.00	\$ 125,000.00				\$ 125,000.00
44	MRC Overflow Structure	EA	1	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
45	Parking Lot Restoration	LF	775	\$ 45.00	\$ 34,875.00				\$ 34,875.00
	SUBTOTAL:				\$ 304,718.00	\$ -	\$ -	\$ -	\$ 304,718.00
	CONCRETE								
46	Bollards	EA	31	\$ 1,000.00	\$ 31,000.00				\$ 31,000.00
47	Concrete Curb	LF	98	\$ 50.00	\$ 4,900.00				\$ 4,900.00
48	Retaining Wall	SF	2200	\$ 37.50	\$ 82,500.00				\$ 82,500.00
49	Generator Concrete Pad, 6" Thick	SY	42	\$ 220.00	\$ 9,240.00				\$ 9,240.00
	SUBTOTAL:				\$ 127,640.00	\$ -	\$ -	\$ -	\$ 127,640.00
	ASPHALT PAVING								
50	Superpave Asphalt Base Course, 3" Depth	SY	988	\$ 18.00	\$ 17,784.00				\$ 17,784.00
51	Superpave Asphalt Wearing Course, 1.5" Depth	SY	988	\$ 10.00	\$ 9,880.00				\$ 9,880.00
52	Striping	LS	1	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00
53	Fencing	LS	1	\$ 13,750.00	\$ 13,750.00				\$ 13,750.00
54	Sweeping	LS	1	\$ 2,100.00	\$ 2,100.00				\$ 2,100.00
	SUBTOTAL:				\$ 46,014.00	\$ -	\$ -	\$ -	\$ 46,014.00
	LANDSCAPING/LIGHTING								
55	Shade Trees	EA	6	\$ 550.00	\$ 3,300.00				\$ 3,300.00
56	Evergreen Trees	EA	6	\$ 500.00	\$ 3,000.00				\$ 3,000.00
57	Shrubs	EA	65	\$ 75.00	\$ 4,875.00				\$ 4,875.00
	SUBTOTAL:				\$ 11,175.00	\$ -	\$ -	\$ -	\$ 11,175.00
	ENGINEERING								
58	As-Builts	LS	1	\$ 3,500.00	\$ 3,500.00				\$ 3,500.00
	SUBTOTAL:				\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
	MISCELLANEOUS								
59	Generator Relocation	LS	1	\$ 10,000.00	\$ 10,000.00				\$ 10,000.00
60	Rooftop Screening	LS	1	\$ 25,000.00	\$ 25,000.00				\$ 25,000.00
61	Post Construction Noise Study	LS	1	\$ 15,000.00	\$ 15,000.00				\$ 15,000.00
62	Stack D2-96 Acoustic Remediation	LS	1	\$ 40,000.00	\$ 40,000.00				\$ 40,000.00
63	Stack D2-259 Acoustic Remediation	LS	1	\$ 40,000.00	\$ 40,000.00				\$ 40,000.00
64	Stack D2-472 Acoustic Remediation	LS	1	\$ 40,000.00	\$ 40,000.00				\$ 40,000.00
65	Stack D2-282 Acoustic Remediation	LS	1	\$ 40,000.00	\$ 40,000.00				\$ 40,000.00
66	Stack D2-298 Acoustic Remediation	LS	1	\$ 40,000.00	\$ 40,000.00				\$ 40,000.00
67	Stack D2-318 Acoustic Remediation	LS	1	\$ 40,000.00	\$ 40,000.00				\$ 40,000.00
68	Line 14 TPS - 12 Stacks Acoustic Remediation	LS	1	\$ 70,000.00	\$ 70,000.00				\$ 70,000.00

**TREDYFFRIN TOWNSHIP
ESCROW RELEASE FORM**

Project: PA151535P004 - Devon Park Drive

Escrow Release #

**REVISED
Date: 7/9/2026**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT COST	ESCROW TOTAL	PREVIOUSLY RELEASED	Requested Escrow Release #1	Township Approved Amount	ESCROW BALANCE
69	York Chiller Acoustic Remediation	LS	1	\$ 70,000.00	\$ 70,000.00				\$ 70,000.00
70	Cooling Tower Acoustic Remediation	LS	1	\$ 69,238.50	\$ 69,238.50				\$ 69,238.50
	SUBTOTAL:				\$ 499,238.50	\$ -	\$ -	\$ -	\$ 499,238.50
	SUBTOTAL				\$ 1,140,000.00	\$ -	\$ -	\$ -	\$ 1,140,000.00
	5% TOWNSHIP INSPECTION PER MPC				\$ 57,000.00	\$ -	\$ -	\$ -	\$ 57,000.00
	10% CONTINGENCY PER MPC				\$ 114,000.00	\$ -	\$ -	\$ -	\$ 114,000.00
	TOTAL TOWNSHIP PROPOSED ESCROW				\$ 1,311,000.00	\$ -	\$ -	\$ -	\$ 1,311,000.00

Township Signature _____

Date _____

EXHIBIT "B"

LETTER OF CREDIT

(ATTACHED)

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

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 456 Devon Park Drive, 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. 43-6J-18

STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT

Johnson Matthey Inc.

("Owner")

and

TREDYFFRIN TOWNSHIP
("Township")

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

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between Johnson Matthey Inc. having a physical address of 456 Devon Park Drive, Suite 600, Wayne , Pennsylvania (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 identified on a plan entitled "456 Devon Park Drive" for the construction of a 6,595 square foot addition to an existing warehouse (the "Project") prepared by Howell Engineering, dated February 20, 2026, as last revised on July 23, 2026, and consisting of 14 sheets, situate in Tredyffrin Township, Chester County, Pennsylvania and identified by UPI Nos. 43-6J-18 (as hereinafter "Property"); and

WHEREAS, the Owner is proceeding to build and develop the Property with residential 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 and 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.

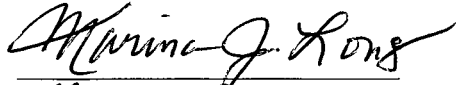
This Agreement shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owner, its administrators, executors, assigns, and any other successors in 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.

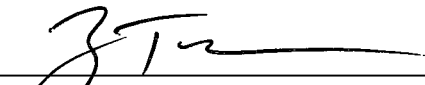
Signature page follows.

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:

JOHNSON MATTHEY INC.


Marina J. Long

BY: 
Name: Zachery Taormina
Title: Vice President

ATTEST:

TREDYFFRIN TOWNSHIP

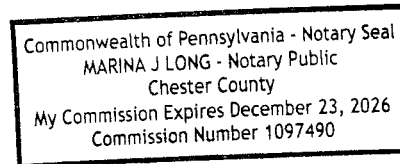
BY: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 7th day of August, 2026, before me, a Notary Public, the undersigned officer, personally appeared Zachery Taormina, who acknowledged himself to be the Vice President of JOHNSON MATTHEY INC., and that as such, is authorized to execute the foregoing instrument for the purposes therein contained.

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


NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF CHESTER :

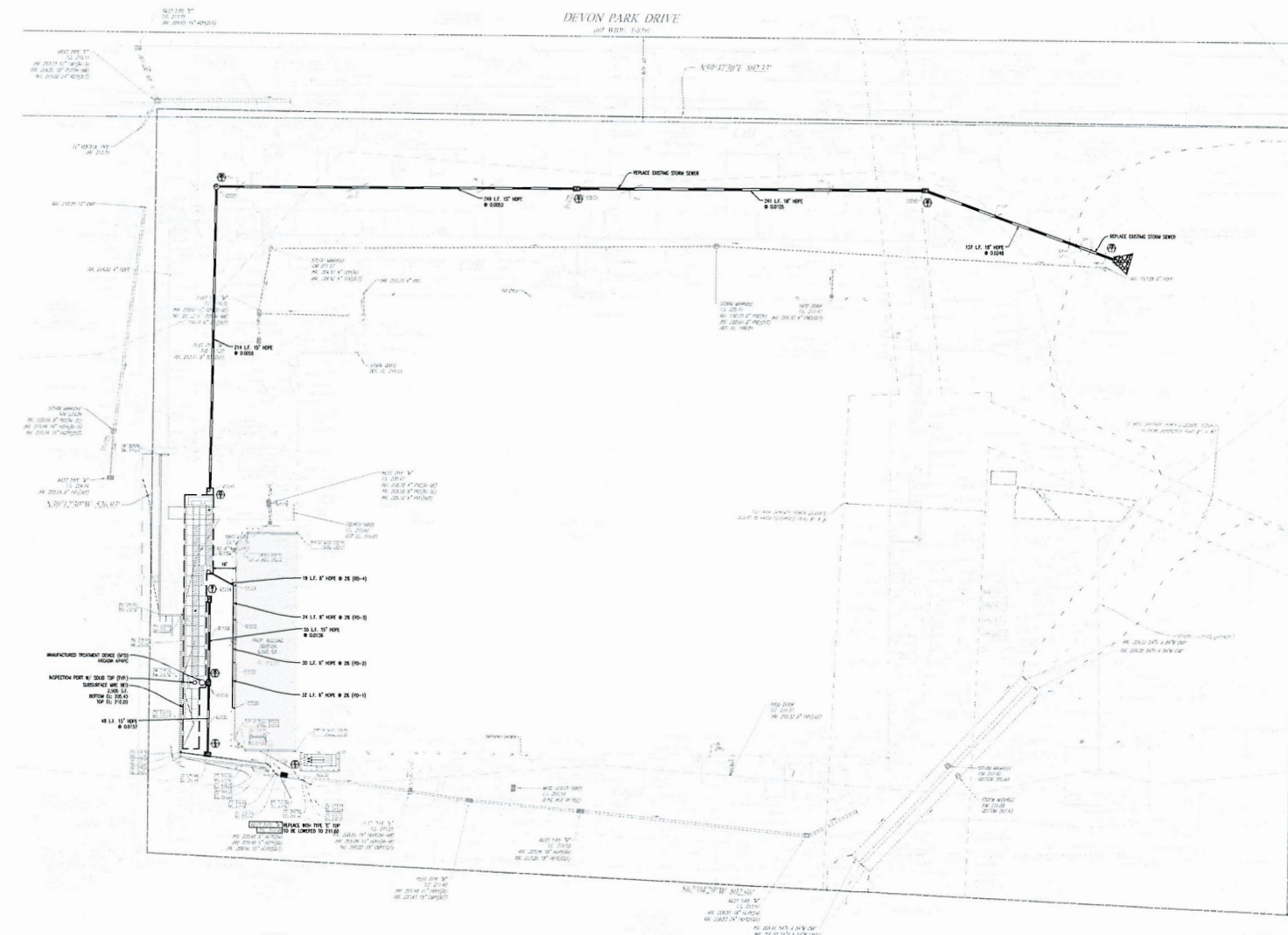
On this, the ____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be _____ of the **TOWNSHIP OF TREDYFFRIN**, a body corporate and politic, and that s/he, as such, being authorized to do so, executed the foregoing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



DATE	02/20/25
SCALE	1"=30'
DRAWN BY:	GP
CHECKED BY:	CWD
PROJECT NO.:	5301
GRID FILE:	OR PWD Building
PLotted:	06/18/26
DATE:	C04.1
UNIT	

NON-AGENDA

ITEM

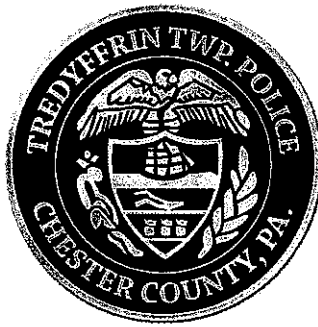
HANDOUTS

POLICE DEPARTMENT

Monthly Report

to

BOARD OF SUPERVISORS



July 2026

**Superintendent
T. Michael Beaty**

**TREDYFFRIN TOWNSHIP POLICE DEPARTMENT
MONTHLY REPORT TO THE BOARD OF SUPERVISORS
JULY 2026**

Offenses	Reported July 2026	Reported July 2025	Cleared July 2025	Year to Date 2026	Totals 2025	Totals 2024
Calls for Service	1,971	2,013	----	8,657	24,260	20,642
Homicide	0	0	0	1	0	1
Rape (Incl Sex Offenses)	0	0	0	2	3	1
Robbery	0	0	0	1	2	2
Assault	1	1	0	5	23	27
Burglary	2	4	3	5	21	8
Larceny / Theft	6	12	11	46	163	178
Vehicle Theft	0	1	0	4	8	6
Vandalism	0	8	7	20	68	53
Drug Offenses	1	5	5	5	41	19
DUI	8	1	1	28	47	57
Traffic Accidents	67	87	----	393	956	848
Disturbing the Peace	4	13	13	55	149	137
Identity Theft / Fraud	9	11	10	74	193	197
Traffic Citations	348	299	----	2,607	3,901	3,164
Warnings	189	106		1,115	1,593	1,265
Non-Traffic	8	4		29	86	78
Juveniles Arrested	1	5	----	6	15	26

**NIBRS reporting is done differently, and we are unable to provide cleared stats.*

TREDYFFRIN TOWNSHIP POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS UNIT

JULY 2026

DETECTIVES

19 – CASES RECEIVED

10 – CASES CLOSED

2 – TOTAL ARRESTS

29 – DETECTIVE INTERVIEWS CONDUCTED

JUVENILE UNIT

1 – JUVENILE ALLEGATIONS FILED

8 – TOTAL CHILD ABUSE CASES

REVENUE

\$75 – FINGERPRINTING

3 – CIVILIANS FINGERPRINTED

\$2,852.06 – ACCIDENT /INCIDENT REPORTS/SOLICITOR'S PERMITS

23 – RECORDS CHECKED



TREDYFFRIN TOWNSHIP POLICE TRAINING

JULY 2026

Firearms Training 7/8/26 and 7/22/26

Held at the Chester County Public Safety Training Center in Coatesville, PA.

All officers were in attendance.



COMMUNITY POLICING REPORT

MONTH/YEAR: July 2026

Welcome Sgt Dori

- Called and went around to introduce himself to local businesses
- Scheduled meetings about trainings businesses would like
- Follow ups with community members
- Signed up for car seat installation classes
- Created ID cards for Library Staff

Community Events:

- First Baptist Church Annual Bazar
- Mt. Pleasant Neighborhood Picnic
- Montessori School event

Walk-in assignments:

- P26217719
- P26274458
- P26275851

Trainings and Presentations:

- Pathfinder
- Social Media Awareness
- Met with Patricia Hoffman about newsletters
- Highgate at Paoli Pointe – Emergency Preparedness Planning
- Crase Active Shooter Training with Detective Cermignano