



# Township of Haverford

## Resolution No. 2499-2026

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### Resolution of the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, Approving the Minor Subdivision and Land Development Plan for Marley Real Estate Holdings, LLC. for a Two-Lot Subdivision and Land Development, Including Constructing Stormwater Management, at 43 E. Turnbull Avenue, Havertown

Whereas, Act 247 of 1968, the Pennsylvania Municipalities Planning Code, empowers the Haverford Township Board of Commissioners to regulate subdivisions and land developments within the Township; and

Whereas, Haverford Township desires orderly and appropriate land use and development to protect the health, safety, and welfare of residents; and

Whereas, Marley Real Estate Holdings (“Applicant”) desires to subdivide into two-lots and develop the properties located at 43 E. Turnbull Avenue, Havertown, PA, Delaware County, known as D.C. Folio No. 22-03-02065-00 (“Property”) to retain the existing single- family dwelling and construct a new single-family dwelling and associated driveway and stormwater management system on Lot 1 (“Project”). The Property is zoned R-6 Residential District and is located in the 3rd Ward; and

Whereas, the Minor Subdivision and Land Development Plan submitted for the Project was prepared by Yohn Engineering, LLC., Collegeville, PA, latest plan revision dated August 21, 2026 (“Plan”); and

Whereas, the Planning Commission of Haverford Township, at the public meeting of Thursday, September 10, 2026, voted to recommend approval of the Plan subject to the comments contained within the August 25, 2026 review letter prepared by Pennoni Associates; and

Whereas, said Plan has been submitted to the Board of Commissioners of the Township of Haverford for consideration in accordance with the Pennsylvania Municipalities Planning Code and pursuant to the Haverford Township Subdivision and Land Development Regulations, Ordinance 1960, Chapter 160, Sections 4. A and B.

Now, Therefore, Be It Resolved by the Board of Commissioners of the Township of Haverford that the Plan is APPROVED subject to the following conditions:

#### A. Conditions of Plan Approval.

1. The Applicant must ensure that the Plan address any outstanding comments in the August 25, 2026 Township Engineer review letter prepared by Pennoni Associates. Further, the Applicant shall comply with future review letters related to future Plan revisions made in response to prior comments to the reasonable satisfaction of the Township Engineer.

2. The Applicant shall comply with the following conditions made subject to the Planning Commission recommendation on September 10, 2026 as follows:

- ☒ Compliance with all outstanding comments in the Township Engineer's review letter dated August 25, 2026.
- ☒ Compliance with any outstanding comments from the Haverford Township Shade Tree Commission review letter dated August 5, 2026.
- ☒ Compliance with any outstanding comments from the Haverford Township Historical Commission review letter dated September 16, 2026.
- ☒ The Applicant shall ensure that correct approvals are achieved for the demolition permit, including consideration of any hazardous materials removal.
- ☒ The Applicant shall verify that the site has been properly graded to ensure no stormwater impacts to the neighborhood in the future, at time of final grading.

3. A subsequent recordable final plan shall be submitted for internal Township review that addresses all Township review letter requests, further Plan details and clarifications, or revisions based upon the terms of this Resolution.

4. Applicant must comply with any applicable requirements of the Delaware County Conservation District, Pennsylvania Department of Environmental Protection, Pennsylvania Department of Transportation (including, but not limited to, obtaining any necessary Highway Occupancy Permits and Signal Permits required by PennDot), United States Environmental Protection Agency, or any other necessary outside agency, and obtain any necessary planning modules, approvals, or permits from such agencies, or enter into any required agreements such agencies require, before the Plan is recorded.

5. Pursuant to Section 78-51 of the Township Code, Applicant shall pay the required contribution to the Township Stormwater BMP Operation and Maintenance Fund in the amount calculated by the Township Engineer.

6. The conditions of this Resolution must be satisfied, and all fees and costs set forth in this Resolution shall be paid, before the issuance of a building permit for the Project.

7. Applicant must complete and record all required easements and/or maintenance agreements or declarations, including, but not limited to, a stormwater management facilities operation and maintenance agreement (requiring, in part, perpetual maintenance of all stormwater management facilities installed according to the Plan by the landowner of the Property) in forms reasonably satisfactory to the Township Engineer and Township Solicitor prior to recording the Plan. Applicant will provide all necessary legal descriptions for any necessary easements.

8. New deeds for each lot must be approved by the Township Solicitor. The Applicant shall provide legal descriptions for the new lots and shall provide all necessary legal descriptions for any necessary easements or rights-of-way to the Township Engineer for the Township Engineer's review and approval.

9. Prior to recording the Plan, the Applicant shall execute a Land Development and Financial Security Agreement to guarantee the installation of all public improvements associated with the Project ("Improvements") on a form drafted by the Township Solicitor. Financial Security shall take the form of a cash escrow held by the Township, an irrevocable standby letter of credit in a form acceptable to the Township Solicitor, or a tri-party agreement in a form acceptable to the Township Solicitor. Any letter of credit or tri-party agreement shall be executed by a financial institution which meets the requirements of the MPC and shall provide the Township with the ability to make a demand of payment due to an uncured default through means of FedEx, other overnight delivery service, or electronic mail, and not solely through an in-person presentation. If Applicant were to post financial security in the form of a bond, the Township Solicitor shall have the unconditional right to review the bond and must approve the conditions and language of the bond. Further, the bond shall be issued by a "AAA" rate surety, or its equivalent, qualified to do business in Pennsylvania, and shall contain language stating that the bond is to be payable upon demand, absolutely, and unconditionally, and if

payment is not made, that the bonding company shall be responsible for reasonable attorneys' fees and costs that are incurred to collect on the bond, plus interest at the annual rate of twelve (12%) percent, for so long as the bond remains unpaid. A bond or letter of credit is required to automatically renew annually until the Improvements detailed on the Plans are completed, any maintenance periods have passed, and the final release is issued by the Township, subject to partial releases being permitted in accordance with Pennsylvania Municipalities Planning Code. To ensure automatic renewal, a bond or letter of credit shall include a 90-day Evergreen Clause in a form acceptable to the Township Solicitor.

10. Financial security shall be posted in the amount of 110% of the total cost of the Improvements. The Applicant agrees that the Improvements shall include, but shall not be limited to, streets, parking areas, striping, drive aisles, curbs, water mains, sanitary sewer pipes, manholes and appurtenances thereto, stormwater facilities, rain gardens and appurtenances, grading, erosion and sediment controls, public lighting, required trees, shrubs, plantings and landscape buffering, monuments, pins, sidewalks, or other public improvements designated by the Township Engineer. For a period not less than 18 months after Township Engineer approval of the Improvements, financial security shall remain posted in the amount of 15% of the total cost of the landscaping material, trees, and Improvements that are to be dedicated to the Township, if any.

11. All outstanding Township fees, including review and recording costs and fees, Township Engineering fees, and Township legal fees, and any other professional fees associated with the review and approval of the application and Plan shall be paid in full before the Plan is recorded, in accordance with the Pennsylvania Municipalities Planning Code.

12. Prior to recording the Plan, and in addition to the financial security posted for the Project, Applicant shall deposit with the Township or otherwise establish a reasonable sum of monies with the Township, in an amount to be reasonably determined by the Township Engineer, as to be further described in the Land Development and Financial Security Agreement, for the reimbursement of the Township's reasonable engineering, inspection, legal, and related administrative costs and expenses related to the further reviews, inspections, and development of the Project, in accordance with the Pennsylvania Municipalities Planning Code.

13. A note shall be included on the final recorded Plan listing any waivers granted by the Board of Commissioners.

14. Except for the conditions and requirements placed upon the future development as specified in the Plan and herein, this Resolution shall not apply in any way to any future construction or land development on any lot or the consolidated lot. Upon any applicable construction or commencement of development on the consolidated lot, the Applicant will obtain any other necessary Township approvals, relief, and/or permits, and pay all applicable fees, unless additional relief is obtained.

15. The terms and conditions of this Resolution shall run with the land and shall apply to any assignee, transferee, or other successor in interest in the Property or the development of the Project. This Resolution or a memorandum of this Resolution may be recorded against the Property by the Township, or a subdivided portion of the Property, at the Township's sole discretion, to which the then-current landowner of the Property shall be deemed to have consented to such recording. Regardless of whether this Resolution is recorded, the Township shall have the right to enforce any violations of the conditions of this Resolution as a violation of the Township's Subdivision of Land Chapter and/or pursuant to Section 616.1 of the Pennsylvania Municipalities Planning Code.

B. Waivers. The Applicant has requested the following waivers from the Township's Subdivision of Land Chapter pursuant to a written waiver request. An indication that a waiver was granted reflects that the Township has determined that the Applicant has sufficiently established that the literal enforcement of the provision waived will exact undue hardship because of peculiar conditions pertaining to the land in question, and that the waiver is not contrary to the public interest or

otherwise contrary to the purpose and intent of the Township Code, as demonstrated and explained by appearances of the Applicant before the Board at public meetings and through the waiver request letter(s) submitted. A lack of indication of the decision on the waiver after the Township has executed this Resolution shall be interpreted to mean that the waiver was granted, unless the minutes of the associated Township meeting reflect otherwise:

1. From Section (§160-5.B(3)) to not provide the required cartway width of 27' due to existing conditions. The waiver is hereby:

Granted \_\_\_\_\_ Denied \_\_\_\_\_

This Resolution shall bind the Applicant, and the Applicant's successors and assigns. This Resolution does not and shall not authorize any construction of improvements or buildings exceeding those shown on the Plan. Furthermore, this Resolution, and the approvals/waiver and conditions contained herein, shall be rescinded automatically and deemed denied upon Applicant's failure to accept, in writing, all conditions herein imposed within ten (10) days of receipt of this Resolution, such acceptance to be evidenced by the Applicant's signature below. The Applicant understands that accepting the Plan conditions and failing to appeal any conditions, as drafted, within thirty (30) days of the approval date set forth below shall serve as a waiver of any such right to appeal and an acceptance of all conditions that, where applicable, shall bind future owners of the Property. The Applicant agrees that the interpretation of any conditions in this Resolution, if later challenged, shall be interpreted in favor of the Township.

Resolved this 13th day of October, 2026.

Township of Haverford



By: Judy Trombetta .  
President Board of Commissioners



Attest: David R. Burman,  
Township Manager/Secretary

Acceptance of Conditions:

Applicant

We, Marley Real Estate Holdings, LLC, being the Applicant and Landowners, do hereby acknowledge and accept the approval for the Plan issued by the Haverford Township Board of Commissioners and accept the conditions of approval contained therein, including the conditions impacting the Property. By signing this Resolution, the Applicant/Landowner is signifying acceptance of the conditions of approval contained herein and the conditions established for the Property.

Applicants and Landowners: (request signatures at [info@havtwp.com](mailto:info@havtwp.com))

By: \_\_\_\_\_

Marley Real Estate Holdings, LLC by Vince Sposato

Date: \_\_\_\_\_

WITNESS:

Name: \_\_\_\_\_

Date: \_\_\_\_\_