

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2023-_____

“Zoning Ordinance Amendment”

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, CHAPTER 164 (ZONING), ARTICLE III (DEFINITIONS), SECTION 164-5 (DEFINITIONS AND WORD USAGE), TO REPEAL AND REPLACE THE DEFINITION OF “IMPERVIOUS COVERAGE”; AND TO AMEND ARTICLE XVIII (NONCONFORMING USES), SECTION 164-120 (RESTORATION OR EXPANSION OF NONCONFORMING BUILDING OR BUILDING IN WHICH NONCONFORMING USE EXISTS) TO REPEAL AND REPLACE SUBSECTIONS “D” AND “E” IN ORDER TO PERMIT THE LIMITED EXPANSION OF NONCONFORMING STRUCTURES.

The Board of Supervisors of Lower Salford Township does hereby **ENACT** and **ORDAIN:**

SECTION I. Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Article III (Definitions), Section 164-5 (Definitions and word usage), definition of “Impervious Coverage”, is hereby repealed and replaced with the following language:

IMPERVIOUS COVERAGE

The ratio of the area of all portions of a lot covered in any way so as to not allow the ground beneath to absorb water at the natural rate of sodded land, to the gross lot area.

SECTION II. Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Article XVIII (Nonconforming Uses), Section 164-120 (Restoration or expansion of nonconforming building or building in which nonconforming use exists), Subsection D, is hereby repealed and replaced with the following language:

D. A residential structure that does not conform with the setback, yard, building height, or other dimensional regulations of the district in which it is located may be extended along the existing nonconforming building line; provided that:

- (1) the use of the structure is single-family residential;
- (2) the extension or addition is no closer to the side, rear, or front property line than the existing nonconforming structure; and
- (3) The extension or addition complies with the building coverage and impervious coverage requirements applicable to the lot.

SECTION III. - Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Article XVIII (Nonconforming Uses), Section 164-120 (Restoration or Expansion of Nonconforming Building or Building in Which Nonconforming Use Exists), Subsection E, is hereby repealed and replaced with the following language:

E. A non-residential structure that does not conform with the setback, yard, building height, or other dimensional regulations of the district in which it is located may be extended along the existing nonconforming building line by special exception; provided that:

- (1) the extension or addition is no closer to the side, rear, or front property line than the existing nonconforming structure;

- (2) the extension or addition does not increase the gross floor area of the building more than 25%; and
- (3) the extension or addition complies with the building coverage and impervious coverage requirements applicable to the lot.

SECTION IV. - Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION V. - Failure to Enforce not a Waiver

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION VI. - Effective Date

This Ordinance shall take effect and be in force from and after its approval as required by the law.

SECTION VII. - Repealer

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

ORDAINED AND ENACTED by the Board of Supervisors of Lower Salford Township, Montgomery County, Pennsylvania, this _____ day of _____, 2023.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

NOTICE

NOTICE is hereby given that the Board of Supervisors of Lower Salford, at its public meeting on _____, 2023 at 7:30 PM in the Township Building, 379 Main Street, Harleysville, Pennsylvania, will hold a public hearing on and could vote to adopt an ordinance entitled "Zoning Ordinance Amendment" amending the Lower Salford Township Code, Chapter 164 (Zoning), Article III (Definitions), Section 164-5 (Definitions and word usage) to repeal and replace the definition of the term "Impervious Coverage" and also amending Article XVIII (Nonconforming Uses), Section 164-120 (Restoration or expansion of nonconforming building or building in which nonconforming use exists) to permit the limited expansion of nonconforming structures.

Copies of the full text of the proposed Ordinance are available for examination during normal business hours at the Offices of Montgomery News, 307 Derstine Avenue, Lansdale, Pennsylvania 19446, the Montgomery County Law Library, Court House, Norristown, Pennsylvania 19401, and the Lower Salford Township Building, 379 Main Street, Harleysville, Pennsylvania 19438 where a copy of the proposed Ordinance may be obtained for a charge not greater than the cost thereof.

JAMES J. GARRITY, ESQUIRE
ANDREW R. FREIMUTH, ESQUIRE
WISLER PEARLSTINE, LLP

Solicitors for Lower Salford Township



Lower Salford Township Board of Supervisors

379 MAIN STREET
HARLEYSVILLE, PA 19438

PHONE: 215-256-8087
FAX: 215-256-4869

TO: *Board of Supervisors*

FROM: *Douglas R. Jones, Director of Public Works*

DATE: *September 1, 2023*

SUBJECT: *Grant Consulting Services for Large Scale Public Projects*

CC: *Joe Czajkowski, Township Manager*

Recently, I attended a webinar on funding solutions for public projects where one of the presenters was from GMS Funding Solutions. They are a consulting firm located in Carlisle, PA that specializes in obtaining funding for public projects, through a variety of public funding sources.

After discussions with Joe, we met with GMS to discuss the potential projects being considered by the Board (Community Center Facility, Public Works Facility, Covered Parking & Impound Garage for PD).

Attached for your review are the GMS Consulting Agreement and their Municipal Presentation.

I have reached out to the references provided by GMS and hope to hear back from each in time to have beneficial discussion regarding retaining their services.

In the interim, please feel free to contact me with any questions you may have regarding this matter.

Thank you.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made as of the ____ day of September 2023, by and between Government Management Services, LLC (“GMS”), a corporation duly incorporated and validly existing under the laws of the Commonwealth of Pennsylvania, doing business as GMS Funding Solutions, and the Township of Lower Salford, Montgomery County, hereinafter referred to as the “CLIENT.”

WHEREAS, the CLIENT has a need for public funding and/or financing consulting services associated with the CLIENT’s project(s); and

WHEREAS, GMS is willing to provide the CLIENT with public funding and/or financing consulting services and the CLIENT is willing to accept such services, all upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. **RECITALS**

The above recitals are incorporated herein by reference thereto and made a part of this Agreement.

2. **SCOPE OF WORK**

This Agreement shall be applicable, on a continuing basis, to all consulting services (“Services”) performed for or on behalf of the CLIENT. Services will be provided by GMS as requested by the CLIENT and as agreed upon by GMS in accordance with the terms and conditions set forth herein. GMS is being engaged to represent the CLIENT for the pursuit and/or administration of competitive funding and/or financing to support the CLIENT’s needs as outlined in Attachment A to this Agreement. This may include development of funding strategies, briefing materials, economic impact analyses, funding applications, letters of support, reimbursement requests and other written materials needed to effectuate pursuit and administration of targeted funding and financing; as well as meetings with key stakeholders; presentations to host municipalities, counties and planning agencies; and coordination with the CLIENT’s design professionals and construction contractors. Potential funding programs and further description of these activities is provided in Attachment A to this Agreement.

This is not a general representation agreement. Accordingly, our monthly fee, outlined below, does not cover any work beyond what is outlined in this Agreement. If you request us to perform additional services for other work and if we agree to perform those services, then another monthly fee amount, rates or structures or terms and conditions shall apply for any changes in the Scope of Work. Additionally, if the time and effort of performing the services outlined in this Agreement considerably exceeds that which can be covered by the monthly amount, an adjustment in fees may be implemented as mutually agreed upon by GMS and the CLIENT for the additional time and effort required to perform the services requested hereunder.

Marie Holland will be the project lead for this engagement. Other individuals may assist from time to time or even assume the engagement as lead as determined by GMS. If you have any questions or concerns regarding delegation of responsibilities and work between GMS team members, please contact the project lead to discuss these issues. The scope of our representation does not include advice or services regarding legal, accounting, tax, personal financial matters or business management, or related matters and advice.

3. **TERM**

Except as otherwise provided herein, this Agreement is effective from the date first written above and shall remain effective for a period of twelve (12) calendar months unless otherwise agreed to by GMS, and will renew for successive six (6) month intervals thereafter unless written notice has been provided by CLIENT within sixty (60) days from the date of the end of the applicable period. This Agreement shall remain in effect and the terms and conditions hereof shall govern the CLIENT's requests for future Services. In the event that CLIENT seeks to terminate the Agreement, CLIENT shall agree to pay GMS for all remaining months in the applicable period as well as for any expenses or costs reasonably incurred by GMS for the same. In the event that deferred fees are applicable, such deferred fee(s) shall become immediately due to GMS should written notice of an award be issued to the CLIENT or applicable public applicant.

4. **RESPONSIBILITIES OF CLIENT**

The CLIENT, without limitation, shall designate, in writing, a CLIENT project representative(s) who will be responsible for communication with GMS; however, all official notifications shall be directed to the CLIENT Manager, who shall have the authority to provide instructions to GMS and authorize additional work, which may include additional compensation as mutually agreed upon by GMS and the CLIENT. The CLIENT will provide GMS with all criteria and necessary information in order to complete the Scope of Work provided above and as outlined in Attachment A to this Agreement.

5. **RESPONSIBILITIES OF GMS**

GMS shall use all reasonable efforts to perform the Scope of Work in accordance with the terms and conditions of this Agreement. It is expressly acknowledged by you that GMS has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful outcomes; nor as to the favorable outcome of any funding application that may be filed; nor as to the nature or amount of any grant or low interest loan awards, costs, or any other aspects of this matter. All of GMS team members' expressions relative to the Scope of Work are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results.

6. **SCHEDULE / TIME FOR COMPLETION OF SERVICES**

All services requested of and assigned to GMS shall be completed in accordance with a project schedule as mutually agreed upon. If the CLIENT changes or expands the Scope of Work, the schedule shall be adjusted to allow a reasonable amount of time for GMS to complete said Scope of Work and the fee structure shall be adjusted accordingly.

7. **PAYMENT**

For the evaluation and pursuit of funding and/or financing to support the CLIENT's project(s) GMS shall be compensated in the form of a monthly amount of Five Thousand Five Hundred Dollars (\$5,500.00), plus reasonable and ordinary expenses, for a minimum term of twelve (12) months. Upon conclusion of the initial twelve (12) month term, this Agreement shall continue on an automatic six-month renewal basis, until such time that CLIENT terminates the Agreement with written notice provided not less than sixty (60) days prior to a renewal date.

The Consultant fees outlined above are commensurate with the effort required to perform the Scope of Work. Consultant fees shall be billed to the CLIENT on a monthly basis. Payment of monthly fees shall be made within thirty (30) days of the date of invoice. Deferred fees, if applicable, shall be billed upon written notice of funding award(s). Payment of deferred fees, if applicable, shall be made within

thirty (30) days of the date of invoice. GMS shall also be reimbursed for any reasonable and ordinary costs incurred in performing its work. Costs and expenses will be separately itemized on the invoice. Our invoices are due and payable at the end of every month and are considered past due if not paid by the end of the calendar month of the invoice date.

In the course of rendering services to you, it may be necessary for us to incur expenses for items such as application fees or travel-related mileage or lodging. Expenses paid entirely to third parties, such as application fees or travel-related expenses, will be billed to you.

If you fail to pay our invoice in full on or before the due date set forth on the invoice and this Agreement, we reserve the right to assess you with a service charge of 1% per month of all monthly fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts.

From time to time, it is necessary to adjust our monthly fees to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments in writing at least 30 days prior to the effective date of the adjustment. Such adjustments will appear on the monthly fee invoices and once paid shall be deemed to be CLIENT's acceptance of the same.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons whether initiated by you or an opposing party, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

8. INDEPENDENT CONTRACTOR

Any Services provided by GMS or its consultants under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the Services performed pursuant to this Agreement shall at all times and places be subject to GMS's sole direction, supervision, and control. GMS shall exercise control over the means and manner in which it, its employees, and consultants perform the Services. GMS does not have the power or authority to bind the CLIENT in any promise, agreement, or representation unless expressly provided written agreement to do so.

9. DISCLOSURE

The CLIENT acknowledges that the Services to be provided under this Agreement are non-legal services. By executing this Agreement, the CLIENT acknowledges and understands that G. Bryan Salzmann will not perform legal services under this Agreement and should the CLIENT have a need for legal services, the CLIENT shall seek said legal services independently of this Agreement.

10. INDEPENDENT AGREEMENTS

It is acknowledged that, from time to time, the CLIENT and GMS may agree to Services under specified terms and conditions different from those contained herein. In any such event, such specified terms and conditions shall apply only to such Services in those instances in which they are different from

those contained herein. Any and all terms or conditions contained herein which are not inconsistent with such specified terms and conditions shall apply and be of full force and effect.

11. GENERAL

This Agreement supersedes all prior agreements between GMS and the CLIENT and contains the entire agreement of the parties hereto regarding the subject matter hereof, and no representation, inducement, promise or agreement, oral or otherwise, between the parties hereto regarding the subject matter hereof, not embodied herein, shall be of any force or effect. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors, and permitted assigns.

12. TERMINATION

The CLIENT shall have the right to terminate this Agreement at any time after the initial engagement period of twelve (12) months after providing written notice sixty (60) days prior to the term expiration for any reason. In the event that the CLIENT elects to terminate this Agreement prior to GMS's performance of the Services required hereunder, GMS shall be compensated for all Services completed in an amount proportionate to the Services actually provided GMS as set forth more fully above.

GMS shall have the right to terminate this Agreement for any reason with sixty (60) days written notice to the CLIENT. Without limiting the foregoing, if the CLIENT is more than thirty (30) days delinquent on any payment that is due and owing to GMS, and which is not disputed by the CLIENT, such delinquency will constitute a substantial failure by the CLIENT to perform in accordance with the terms hereof and GMS may terminate this Agreement at any time in its sole discretion. If GMS terminates the Agreement, GMS shall be compensated for all Services completed in an amount proportionate to the Services actually provided by GMS.

GMS may also terminate its representation at any time if the CLIENT breaches any material term of this Agreement, fails to cooperate or follow our advice on a matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. In such cases, GMS shall have the right to terminate the relationship immediately.

In the event that GMS has expended substantial efforts (more than 30 days of the contract term) in the pursuit of public funding and/or has submitted funding applications on behalf of CLIENT to public agencies and CLIENT terminates the Agreement, GMS shall be entitled to Deferred Fees in addition to any other compensation and or damages owed to GMS as otherwise set forth herein if an award letter or other notification is provided or made otherwise known to the public, CLIENT, or GMS, irrespective of the date of award, other notification, or public announcement.

13. ELECTRONIC DATA COMMUNICATION AND STORAGE

In the interest of facilitating our services to you, we may communicate with you or others by email, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential may be transmitted or stored using these methods. In using these data communication and storage methods, GMS makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access,

notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device not under the control and ownership of CLIENT or any computer, smart phone, tablet computer or other device shared with someone else.

14. DISPUTES

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute to non-binding mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the president judge of the Cumberland County Court of Common Pleas will be requested to appoint such mediator. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement. The parties hereto agree that in no event shall a CLIENT award exceed \$50,000.00 or an amount equal to the amount paid for the services to GMS, whichever is less.

15. FORCE MAJEURE

GMS and GMS's subcontractors and/or consultants shall not be held responsible for any delay, default, or nonperformance directly caused by an act of God, unforeseen adverse weather events, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, pandemic, epidemic, act of federal or state government, labor, material, equipment, or supply shortage. Notwithstanding the foregoing, such delays, defaults, or nonperformance shall not result from matters that would be reasonably foreseen by GMS exercising reasonable due diligence and/or care.

16. SEVERABILITY

If any clause or provision of this Agreement is held or deemed to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be deemed to have been added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, and at the same time, be legal, valid, and enforceable. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be deemed cumulative of and in addition to those provided by law.

17. MARKETING

We are often asked, in a marketing context, to identify clients of GMS. Unless you let us know to the contrary, we will assume that you authorize us to identify you as a client of GMS in brochures, on our website and in other written materials prepared for the purpose of marketing GMS.

18. CAPTIONS

The captions in this Agreement are added as a matter of convenience only and shall not be considered in the construction, interpretation, or enforcement of any provision hereof.

19. **ASSIGNMENTS**

This Agreement may not be assigned by either party without the written approval of the other party.

20. **WAIVER**

Any waiver at any time by either party hereto of its rights with respect to the other party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

21. **NOTICES**

All notices required to be given in writing under this Agreement shall be deemed delivered when deposited in the United States mail with first class postage prepaid unless otherwise provided herein. Such notice if being given to the CLIENT shall be addressed to:

Joseph Czajkowski, Township Manager
Lower Salford Township
379 Main Street
Harleysville, PA 19438
(215) 256-8087
jczajkowski@lowersalfordtownship.org

Either party may change its respective address by written notice as specified above.

22. **GOVERNING LAW**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. In any event of dispute the venue of any action brought hereunder, upon the conclusion of mediation as set forth above, shall be in Cumberland County Court of Common Pleas, Pennsylvania.

23. **ENTIRE AGREEMENT/AMENDMENTS**

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto.

24. **TIME OF ESSENCE**

Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

25. **MULTIPLE COUNTERPARTS**

This Agreement may be signed in counterpart originals.

26. **EFFECTIVE DATE**

As used herein, the "Effective Date" shall mean the later of the CLIENT execution date and GMS execution date, each of which is set forth on the signature page hereof.

27. **CONFIDENTIALITY**

Unless otherwise instructed by the CLIENT, or otherwise required by the nature of the work performed pursuant to this Agreement, GMS and its agents, employees, partners, and associates will treat

the information received from the CLIENT as confidential information, except that GMS need not treat any information as confidential if that information is in the public domain, or the information becomes public from any source other than GMS and its agents, employees, partners, and associates. GMS may disclose confidential information with the consent of the CLIENT, or as required by law or by order of a court or administrative agency with competent jurisdiction.

By signing this Agreement, I confirm that have I read this engagement agreement, understand its provisions, agree to abide by it, and I am properly authorized by the CLIENT and have the requisite authority to execute the same.

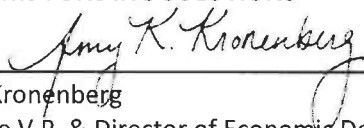
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

LOWER SALFORD TOWNSHIP

By:
Title:

Date: _____

**GOVERNMENT MANAGEMENT SERVICES, LLC
D/B/A GMS FUNDING SOLUTIONS**



Amy K. Kronenberg
Executive V.P. & Director of Economic Development

Date: 09/01/2023



Funding Solutions

ATTACHMENT A

PROJECT UNDERSTANDING

Lower Salford Township (Township), Montgomery County has identified a need to create a new community center facility in the Township, which will provide a dedicated location for community organizations such as the local library, YMCA daycare and senior center. Ultimately this will allow the Township the ability to demolish and expand its public works facility, which is currently partially occupied by the senior center.

The Township plans to advance the community center construction in partnership with a private, non-profit, referred to as the “Community Center,” which owns a parcel of land in the Township that currently houses the group’s pool and outdoor athletic facilities. The Township owns approximately 10 acres of land adjacent to the property owned by the non-profit, which would be utilized for the creation of an indoor facility. In addition to sitework and vertical construction, it is anticipated that new roadway access will be needed, as well as MS4 improvements.

Once the community center has been constructed, the Township intends to reconfigure and construct a new public works facility at the site of the current Township facilities. This would also include covered parking for the Township’s police department.

At GMS Funding Solutions (GMS), we work with our municipal clients to align priority capital projects with available funding sources. Securing competitive grant funding, matched with local funds, will allow the Township to effectively multiply the impact of each tax-payer dollar. Our team has extensive experience in securing competitive grants and low-interest, fixed-rate loans for financially challenged projects. On behalf of public sector clients in Adams, Berks, Chester, Cumberland, Dauphin, Franklin, Lancaster, Montgomery and Union Counties, GMS has secured millions in grant funds for municipal, police department and public works facilities; new and upgraded roadways; streetscapes, including ADA compliance; stormwater, water, and sewer infrastructure; and various parks, trails, greenspace, and complementary recreational amenities.

SCOPE OF WORK

GMS and the Township will vet the programs in this Attachment and any other funding opportunities that may become available. If deemed appropriate, funding from these sources will be pursued to support costs associated with advancing the planned community center and public works facility. The following steps provide an outline of the process, designed to ensure that GMS maximizes the Township’s chances of success in the pursuit of grant funding.

POSITIONING QUALITY PROJECTS

The GMS team will identify the most competitive attributes of the proposed municipal initiatives and use those points to develop compelling stakeholder briefing materials, customized for each public subsidy. Executive summaries will be used to efficiently engage key stakeholders.

Initial meetings to inform stakeholders, prior to approaching them with an “ask,” are critical. Stakeholders should feel as though they are part of the project. This will result in them taking ownership and pride in the project’s successful implementation.

Once funding applications are formally submitted, a stakeholder engagement strategy will be launched. GMS will meet with each of the following key stakeholders, as needed, to discuss the project’s merits, receive and respond to any project-specific questions or concerns, and offer talking points for stakeholders and staff to use in their own advocacy efforts going forward. The objective of this outreach is to address, and ultimately eliminate, any objections to the Project or its requested funding.

KEY STAKEHOLDERS

- PA Senator Tracy Pennycuick
- PA House of Representative Donna Scheuren
- U.S. Representative Madeline Dean
- U.S. Senator Bob Casey
- U.S. Senator John Fetterman
- Department of Community and Economic Development (DCED)
- Pennsylvania Department of Environmental Protection (PA DEP)
- Department of Conservation and Natural Resources (DCNR)
- Governor’s Office of the Budget
- Pennsylvania Infrastructure Investment Authority (PENNVEST)
- Pennsylvania Department of Transportation (PennDOT) Central Office
- PennDOT District 6-0
- United States Department of Agriculture (USDA)
- United States Economic Development Agency (US EDA)
- Montgomery County Board of Commissioners

DEVELOPING PERSUASIVE APPLICATIONS

Compelling and professional applications must be submitted to the funding agencies. The GMS team will use all available materials, including master concept plans, engineered construction drawings, local and regional comprehensive plans, newspaper articles, publically available crash data, and any other relevant resources, to develop credible and persuasive applications. The applications will highlight certain key elements of the Project, ensuring they align with the goals and objectives of each specific funding source. *A funding request is not one-size-fits-all.* GMS will customize messaging to most appropriately align with each agency’s priorities.

COMPLIANCE AND DRAWDOWN

Securing a notice of grant award is only half the battle in public funding. Each program has unique compliance requirements, some of which are discretionary and can change regularly depending on the evolving policies of the Administration and the funding agencies. Contingent on the program, extensive oversight may be needed just to secure a fully executed grant agreement. GMS will coordinate all required materials with the funding agencies and the Township.

Once a grant agreement is secured, GMS will provide oversight and advice on proper bidding procedures and contracting provisions. The GMS team provides guidance on how to remain compliant with all applicable laws; e.g., Trade Practices Act, Pennsylvania Prevailing Wage Act, Americans with Disabilities Act, Public Works Contractors' Bond Law, etc. Finally, GMS prepares all payment requests for submission to the applicable funding agencies. Ultimately, we provide a full-service grants' management package that positions clients for seamless closeout audits.

POTENTIAL FUNDING SOURCES

Initially, GMS and Township staff will vet funding from the following programs and determine how they may align with the Township's needs. If the source and timing are deemed appropriate, funding from any of these sources may be pursued to support those needs:

- Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies
- Community Conservation Partnerships Program
- Community Facilities Direct Loan & Grant Program
- Community Project Funding
- Greenways, Trails and Recreation Program
- Growing Greener Plus Grants Program
- H2O PA Program: Water Supply, Sanitary Sewer & Storm Water Program
- Local Share Account – Statewide
- Multimodal Transportation Fund
- Municipal Assistance Program
- Patrick Leahy Bulletproof Vest Partnership Program
- PA Commission on Crime & Delinquency: Byrne Justice Assistance Grant (JAG) Under \$10K Funds Initiatives
- PA Small Water and Sewer Program
- PennDOT Transportation Alternatives Set-Aside
- Pennsylvania Infrastructure Bank
- Pennsylvania Infrastructure Investment Authority
- Redevelopment Assistance Capital Program
- Watershed Restoration and Protection Program

BODY-WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM TO SUPPORT LAW ENFORCEMENT AGENCIES

Through the U.S. Department of Justice (DOJ), the Office of Justice Programs, and the Bureau of Justice Assistance, this grant provides funding law enforcement agencies, prosecutors' offices, and correctional agencies performing law enforcement functions to ***purchase or lease body-worn cameras (BWCs)***. It will

either establish or expand comprehensive body-worn camera programs with a specific and demonstrated plan to implement this technology to maximize the benefits of BWCs. Funding under this program also supports agencies with existing BWC programs that are seeking to improve the management, sharing, and integration of digital evidence generated from BWCs; optimize how prosecutors leverage BWC footage to improve operations; or use BWC footage to enhance officer training or constitutional policing practices. This program furthers the DOJ's mission by promoting the safe and fair administration of justice. A 50% match is required.

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM (C2P2)

C2P2 is administered by the Department of Conservation of Natural Resources (DCNR). ***C2P2 can fund projects that include the planning, acquisition, and development of public parks, recreation areas, motorized and non-motorized trails, river conservation and access, and the conservation of open space.*** While there is no maximum funding request, budget constraints limit the amount of funding available, and a 50% match is required.

COMMUNITY FACILITIES DIRECT LOAN & GRANT PROGRAM

Through the USDA, this program provides affordable funding (low interest direct loans and grants) to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings. Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses, including public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment. ***Grant assistance is limited to a maximum of 55 percent when the proposed project is located in a rural community having a population of 12,000 or fewer; and the median household income of the proposed service area is either below the poverty line or is 70 percent or lower of the State nonmetropolitan median household income.***

COMMUNITY PROJECT FUNDING (CPF)

CPF refers to discretionary federal funding that can be allocated to projects via congressionally directed spending in a federal appropriations bill. Preliminary requests are made in the first quarter of each year and must go through multiple rounds of sub-committee and appropriations committee mark-ups before being finalized as part of the federal budget. ***Projects must align with an eligible sub-committee and the typical award size is \$500,000 to \$2 million.***

GREENWAYS, TRAILS AND RECREATION PROGRAM (GTRP)

The GTRP program is administered by DCED under the direction of the CFA. ***The GTRP program funds projects that involve the rehabilitation and development of public indoor and/or outdoor park, recreation, and conservation areas and facilities.*** Funding awards are capped at a maximum of \$250,000 and require a 15% match.

GROWING GREENER PLUS GRANTS PROGRAM

The Growing Greener Plus Grants Program is intended to restore impaired waters or protect degraded waters within the Commonwealth. These projects can include watershed assessments and development of watershed restoration or protection plans, implementation of watershed restoration or protection projects, construction of mine drainage remediation systems, reclamation of previously mined lands, and demonstration/education projects and outreach activities. ***Awards vary based on funding available and a 15% match is required.***

H2O PA: WATER SUPPLY, SANITARY SEWER AND STORM WATER PROGRAM

H2O PA provides single-year or multi-year grants for the construction of drinking water, sanitary sewer and storm sewer projects. The program is administered by DCED, under the direction of the CFA. ***Grants are available for projects with a total cost of \$500,000 or more, and require 50% matching funds.*** An eligible applicant shall provide matching funds of not less than 50% of the amount awarded under the H2O PA Program.

LOCAL SHARE ACCOUNT (LSA) - STATEWIDE

The Statewide LSA program was established for the purpose of distributing a portion of gaming local share assessments to support and enhance community and economic well-being and mitigate the impact of gaming and related activities. Eligible applicants include counties, municipalities, municipal authorities, economic development agencies, or redevelopment authorities in Pennsylvania. Eligible activities include acquisition; construction; demolition; infrastructure; purchase of vehicles, machinery and/or equipment; planning, consulting and design costs related to planning projects. ***Grant awards range from \$25,000 to \$1,000,000 and matching funds are not required for this program.***

MULTIMODAL TRANSPORTATION FUND (MTF)

The purpose of the MTF program is to provide grants to projects that encourage economic development and promote safe and dependable transportation. The program is administered by DCED, under the direction of the CFA, as well as through PennDOT. Funds may be used for the development, rehabilitation and enhancement of transportation assets to existing communities, streetscape, lighting, sidewalk enhancement, pedestrian safety, connectivity of transportation assets, bike and pedestrian trails, and transit-oriented development. ***The program's maximum grant award is \$3 million and requires 30% non-state and non-federal matching funds. Most state or local roadway infrastructure improvements are MTF-eligible.***

MUNICIPAL ASSISTANCE PROGRAM

Through DCED, the Municipal Assistance Program provides funding to assist local governments to plan for, and efficiently implement, a variety of services and improvements, and soundly manage development with an emphasis on intergovernmental approaches. Funding is available for three groups of activities: shared services, community planning and floodplain management. ***Grants range from \$10,000 to \$50,000 typically and a 50 percent match is required.***

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

Through the Bureau of Justice Assistance and the U.S. Department of Justice's Office of Justice Programs, the Patrick Leahy Bulletproof Vest Partnership (BVP) Program reimburses states, units of local government, and federally recognized Indian tribes **for up to 50 percent of the cost of body armor vests purchased for law enforcement officers**. Body armor vests purchased with BVP funds must have been tested through the NIJ Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

PA COMMISSION ON CRIME & DELINQUENCY: BYRNE JUSTICE ASSISTANCE GRANT (JAG) UNDER \$10K FUNDS INITIATIVES

Through PCCD, the Byrne Justice Assistance Grant (Jag) Under \$10k Funds Initiatives are for municipalities who did not qualify for a direct JAG award from the Bureau of Justice Assistance. Goals are to (1) provide law enforcement with the appropriate and/or necessary tools and equipment to combat crime and gang activity; (2) provide law enforcement with training opportunities that would assist them in combating and preventing crime; (3) increase the number of accredited police departments in the commonwealth; (4) increase the availability of on-line training for law enforcement officers; and (5) increase effective communication by improving and/or implementing data sharing strategies. **Grants are available for an amount up to \$50,000, with no matching funds required.**

PA SMALL WATER AND SEWER PROGRAM

PA Small Water and Sewer Program provides grants for small-scale public water and sewer infrastructure projects. The program is administered by DCED, under the direction of the CFA. **Grants are available for projects ranging from \$30,000 to \$500,000, and requires a minimum of 15% local or private matching funds.** Municipalities and municipal authorities are eligible grant applicants, and eligible projects include the construction, improvement, expansion, repair, or rehabilitation of a water supply or sanitary sewer system.

PENNDOT TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA SET-ASIDE)

TA Set-Aside provides funding for projects and activities defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, as well as environmental mitigation, trails that serve a transportation purpose, and safe routes to school projects. **Projects range from \$50,000 to \$1,000,000 with no matching funds requirement.**

PENNSYLVANIA INFRASTRUCTURE BANK (PIB)

PIB provides low-interest loans for the design, engineering, right-of-way and repair, reconstruction and construction of public highways, bridges, public and private airports and railroads, and public transportation systems. There is no set minimum or maximum loan amount. **Interest rates are fixed at one-half prime and are set upon receipt of the loan application. The maximum loan term is 10 years.**

PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY (PENNVEST)

PENNVEST provides low-interest loans for design, engineering, and construction of publicly and privately owned drinking water distribution and treatment facilities, storm water conveyance, and wastewater treatment and collection systems. The program is available to any owner or operator (public or private) of an existing or proposed drinking water or wastewater system and any municipal owner of a storm water conveyance system. Loan terms consists of 20 years for repayment with a 1% to 5% interest rate, depending upon the area to be served by the project and the resulting residential user rate.

REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP)

Eligible uses of RACP grant funds include acquisition, site preparation, non-public infrastructure and vertical development, including renovation and/or construction of buildings. A project must be listed in a capital budget itemization bill in order to be eligible to apply. RACP is administered by the Governor's Office of the Budget. ***Projects must be a minimum of \$1 million with a 50% match requirement and typical awards range from \$1 million to \$2 million.*** Securing a RACP award and drawing down the grants funds is a lengthy, multi-step process that includes:

- Identifying an appropriate line item in a capital budget bill through which Applicants may apply for funding;
- Identifying an appropriate Applicant, such as municipal or county governments, or industrial development or redevelopment authorities;
- Submitting an on-line e-RACP application during an open application round;
- Developing a complete RACP Application upon notice of award, comprised of 22 tabs of project documentation;
- Working with the state-appointed third-party reviewer to satisfy Special Conditions and all Construction Monitoring compliance findings;
- Submitting payment requests throughout the project's duration; and
- Completing the RACP close-out audit.

WATERSHED RESTORATION AND PROTECTION PROGRAM (WRPP)

WRPP aims to restore and maintain stream reaches impaired by the uncontrolled discharge of nonpoint source pollutant runoff, and ultimately remove these streams from DEP's Impaired Waters list. ***This may be accomplished by the implementation of watershed based Best Management Practices (BMP) for agriculture, stormwater, stream bank, and channel restoration.*** The program is administered by DCED, under the direction of the CFA. Maximum grant awards are \$300,000 and require a 15% match.

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2023-26

Acceptance of the Morwood Road Right-of-Way

WHEREAS, VERNFIELD PREMIER REALTY LLC (“Grantor”) subdivided the property located at 235 Morwood Road in Lower Salford Township, Montgomery County, Pennsylvania (the “Property”), maintained the existing improvements on Lot 2 and construct a single family dwelling unit, paved driveway, stormwater management facilities and related improvements on Lot 1 (the “Development”); and

WHEREAS, the Property has frontage on Morwood Road, of which Grantor was the owner; and

WHEREAS, the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Lower Salford Township (“Grantee”) for public use and enjoyment the right-of-way of Morwood Road along the Property; and

WHEREAS, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibit “A”, attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lower Salford Township Board of Supervisors accepts the Deed of Dedication for the described property to have and to hold,

forever, as for public streets, roads, highways, trails, sidewalks, or utilities, and with the same effect as if the same had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

APPROVED this ____ day of _____, 2023, by the Board of Supervisors of Lower Salford Township for acceptance and recording.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

Legal Description

Morwood Road Right-of-Way Legal Description

EXHIBIT "A"



July 2, 2020
Rev. June 22, 2021

**LEGAL DESCRIPTION
235 MORWOOD ROAD
MORWOOD ROAD (S.R. 1018) RIGHT-OF-WAY
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
PROJECT #2531**

ALL THAT CERTAIN tract or parcel of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, being shown as Morwood Road (S.R. 1018) Ultimate Right-of-way on a Preliminary Subdivision Plan of 235 Morwood Road, prepared for Vernfield Premier Realty, LLC, by Richard C. Mast Associates, P.C. dated June 2, 2017 and last revised January 29, 2021, and being more fully described as follows:

BEGINNING at a point, on the title line in the bed of Morwood Road (S.R.1018)(41.5 feet wide as widened to 25 feet half-width along the northwesterly side thereof), said point being on line of other lands now or late of Vernfield Premier Realty, LLC (Block 01 Unit 01); thence, from said point of beginning, along the said other lands of Vernfield Premier Realty, North 52 degrees 40 minutes 10 seconds West, for a distance of 27.26 feet to a point, a corner of Lot 2 on the said northwesterly Morwood Road Ultimate right-of-way line; thence, along said right-of-way line and Lot 2 and Lot 1, North 25 degrees 33 minutes 00 seconds East, for a distance of 191.40 feet to a point, on line of lands now or late of Arthur T. and Elizabeth A. Hirsch (Block 01 Unit 03); thence, along the said Hirsch lands, South 58 degrees 54 minutes 02 seconds East, for a distance of 26.06 feet to a point, on the title line in the bed of Morwood Road, aforesaid; thence, along said Morwood Road title line, South 25 degrees 19 minutes 50 seconds West, for a distance of 194.45 feet to the first mentioned point and place of beginning.

CONTAINING 5,075 square feet of land, more or less.

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

Return To: Same as above

Parcel No.: 50-00-02806-00-6

DEED OF DEDICATION

Morwood Road Ultimate Right-of-Way

THIS INDENTURE is made this 24th day of March, 2021,

FROM

VERNFIELD PREMIER REALTY LLC, a Pennsylvania limited liability company having a mailing address at 883 Main Street, Harleysville, Pennsylvania 19438 (hereinafter the "Grantor"), of the one part,

TO

LOWER SALFORD TOWNSHIP, 379 Main Street, Harleysville, Pennsylvania 19438 (hereinafter the "Grantee"), of the other part;

WITNESSETH:

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

ALL those certain tracts or parcels of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

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

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

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

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

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

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

GRANTOR:

VERNFIELD PREMIER REALTY LLC

By: Luke Miller
Luke Miller
Title: Partner

by Ron Minsinger
Ronald Minsinger
PARTNER

Legal Description

EXHIBIT "A"

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2023-27**

A Resolution Setting Forth the Minimum Municipal Obligations for the Police
and Non-Uniformed Employees Pension Funds for the Calendar Year 2024

WHEREAS, Act 189 provides procedures for development of Minimum Municipal Obligation (MMO) figures for municipal employee pension funds to be calculated using the total W-2 payroll to date plus the payroll to be projected to be paid in the remaining period of the year; and

WHEREAS, pertinent data has been supplied to Conrad Siegel Actuaries for the calculation of the appropriate MMO amounts to be incorporated into the 2024 calendar year budget for Lower Salford Township; and

WHEREAS, Conrad Siegel Actuaries has provided calculations attached hereto as exhibits one, two, three, four, five, six and seven noting an MMO of \$571,270 for the Lower Salford Township Police Pension Plan; an MMO for the Lower Salford Township Municipal Pension Plan of \$69,787; an MMO for the Lower Salford Township Authority Pension Plan of \$49,108; an MMO for the Lower Salford Township Municipal Defined Contribution Plan of \$38,733; and an MMO for the Lower Salford Township Authority Defined Contribution Plan of \$10,523.

Whereas, UNDER Act 205 the Chief Administrative Officer is required to provide the governing body of the municipality with the 2024 MMO budget requirements by September 30, 2023.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Lower Salford Township acknowledges receipt of the attached MMO figures for the Police and Non-Uniformed Employees' Pension Plans and Defined Contributions Plan and agrees to allocate such funds as part of the 2024 calendar year budget for the Township of Lower Salford.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held September 6, 2023.

TOWNSHIP OF LOWER SALFORD

By: _____
Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

Lower Salford Township Police Pension Plan
2024 Minimum Municipal Obligation

1 Normal Cost Percentage ¹	<u>18.6%</u>
2 Administrative Expense Percentage ¹	<u>1.7%</u>
3 Total Percentage (1 + 2)	<u>20.3%</u>
4 Estimated 2023 Total Gross W-2 Payroll	<u>\$ 2,204,574</u>
5 Annual Cost (3 x 4)	<u>\$ 447,529</u>
6 Amortization Contribution Requirement ¹	<u>\$ 211,924</u>
7 Financial Requirements (5 + 6)	<u>\$ 659,453</u>
8 Member Contributions Anticipated	<u>\$ 88,183</u>
9 10% of Negative Unfunded Liability ¹	<u>\$ 0</u>
10 Minimum Municipal Obligation (7 - 8 - 9) (Due Before 12-31-2024)	<u><u>\$ 571,270</u></u>

Authorized Signature

Date

¹ Based upon 01/01/2021 Actuarial Valuation

Lower Salford Township and Lower Salford Township Authority Pension Plan
2024 Minimum Municipal Obligation

	<u>Municipal</u>	+	<u>Authority</u>	=	<u>COMBINED</u>
1 Normal Cost Percentage ¹	<u>8.4%</u>		<u>8.4%</u>		<u>8.4%</u>
2 Administrative Expense Percentage ¹	<u>1.5%</u>		<u>1.5%</u>		<u>1.5%</u>
3 Total Percentage (1 + 2)	<u>9.9%</u>		<u>9.9%</u>		<u>9.9%</u>
4 Estimated 2023 Total Gross W-2 Payroll	<u>\$ 738,791</u>		<u>\$ 519,868</u>		<u>\$ 1,258,659</u>
5 Annual Cost (3 x 4)	<u>\$ 73,140</u>		<u>\$ 51,467</u>		<u>\$ 124,607</u>
6 Amortization Contribution Requirement ¹	<u>\$ 0</u>		<u>\$ 0</u>		<u>\$ 0</u>
7 Financial Requirements (5 + 6)	<u>\$ 73,140</u>		<u>\$ 51,467</u>		<u>\$ 124,607</u>
8 Member Contributions Anticipated	<u>\$ 0</u>		<u>\$ 0</u>		<u>\$ 0</u>
9 10% of Negative Unfunded Liability ¹	<u>\$ 3,353</u>		<u>\$ 2,359</u>		<u>\$ 5,712</u>
10 Minimum Municipal Obligation (7 - 8 - 9) (Due Before 12-31-2024)	<u><u>\$ 69,787</u></u>		<u><u>\$ 49,108</u></u>		<u><u>\$ 118,895</u></u>

Authorized Signature

Date

¹ Based upon 01/01/2021 Actuarial Valuation

Lower Salford Township and Lower Salford Township Authority Pension Plan
2024 Minimum Municipal Obligation

MUNICIPAL

1 Normal Cost Percentage ¹	8.4%
2 Administrative Expense Percentage ¹	1.5%
3 Total Percentage (1 + 2)	9.9%
4 Estimated 2023 Total Gross W-2 Payroll	\$ 738,791
5 Annual Cost (3 x 4)	\$ 73,140
6 Amortization Contribution Requirement ¹	\$ 0
7 Financial Requirements (5 + 6)	\$ 73,140
8 Member Contributions Anticipated	\$ 0
9 10% of Negative Unfunded Liability ¹	\$ 3,353
10 Minimum Municipal Obligation (7 - 8 - 9) (Due Before 12-31-2024)	\$ 69,787

Authorized Signature

Date

¹ Based upon 01/01/2021 Actuarial Valuation

Lower Salford Township and Lower Salford Township Authority Pension Plan
2024 Minimum Municipal Obligation

AUTHORITY

1 Normal Cost Percentage ¹	<u>8.4%</u>
2 Administrative Expense Percentage ¹	<u>1.5%</u>
3 Total Percentage (1 + 2)	<u>9.9%</u>
4 Estimated 2023 Total Gross W-2 Payroll	<u>\$ 519,868</u>
5 Annual Cost (3 x 4)	<u>\$ 51,467</u>
6 Amortization Contribution Requirement ¹	<u>\$ 0</u>
7 Financial Requirements (5 + 6)	<u>\$ 51,467</u>
8 Member Contributions Anticipated	<u>\$ 0</u>
9 10% of Negative Unfunded Liability ¹	<u>\$ 2,359</u>
10 Minimum Municipal Obligation (7 - 8 - 9) (Due Before 12-31-2024)	<u><u>\$ 49,108</u></u>

Authorized Signature

Date

¹ Based upon 01/01/2021 Actuarial Valuation

Lower Salford Township Defined Contribution Plan
2024 Minimum Municipal Obligation

	<u>MUNICIPAL</u>	+	<u>AUTHORITY</u>	=	<u>COMBINED</u>
1 Contribution Rate	<u>5.0%</u>		<u>5.0%</u>		<u>5.0%</u>
2 Estimated 2024 Total Gross W-2 Payroll	<u>\$ 774,654</u>		<u>\$ 210,452</u>		<u>\$ 985,106</u>
3 Employer Contribution (1 x 2)	<u>\$ 38,733</u>		<u>\$ 10,523</u>		<u>\$ 49,255</u>
4 Administrative Expense	<u>\$ 0</u>		<u>\$ 0</u>		<u>\$ 0</u>
5 Minimum Municipal Obligation (3 + 4) (Due Before 12-31-2024)	<u>\$ 38,733</u>		<u>\$ 10,523</u>		<u>\$ 49,255</u>

 Authorized Signature

 Date

Lower Salford Township Defined Contribution Plan
2024 Minimum Municipal Obligation

	<u>Municipal</u>
1 Contribution Rate	<u>5.0%</u>
2 Estimated 2024 Total Gross W-2 Payroll	<u>\$ 774,654</u>
3 Employer Contribution (1 x 2)	<u>\$ 38,733</u>
4 Administrative Expense	<u>\$ 0</u>
5 Minimum Municipal Obligation (3 + 4) (Due Before 12-31-2024)	<u>\$ 38,733</u>

Authorized Signature

Date

Lower Salford Township Defined Contribution Plan
2024 Minimum Municipal Obligation

	<u>Authority</u>
1 Contribution Rate	<u>5.0%</u>
2 Estimated 2024 Total Gross W-2 Payroll	<u>\$ 210,452</u>
3 Employer Contribution (1 x 2)	<u>\$ 10,523</u>
4 Administrative Expense	<u>\$ 0</u>
5 Minimum Municipal Obligation (3 + 4) (Due Before 12-31-2024)	<u>\$ 10,523</u>

Authorized Signature

Date

**Montgomery County 2022 Hazard Mitigation Plan
Municipal Adoption Resolution**

Resolution No. 2023-28

Lower Salford Township, Montgomery County, Pennsylvania

WHEREAS, Lower Salford Township, Montgomery County, Pennsylvania is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

WHEREAS, Lower Salford Township acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the Montgomery County 2022 Hazard Mitigation Plan has been developed by the Montgomery County Planning Commission and the Montgomery County Office of Emergency Operations in cooperation with other county departments, and officials and citizens of Lower Salford Township, and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Montgomery County 2022 Hazard Mitigation Plan, and

WHEREAS, the Montgomery County 2022 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-made hazards that face the County and its municipal governments,

NOW THEREFORE BE IT RESOLVED by the governing body for the Lower Salford Township:

- The Montgomery County 2022 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of Lower Salford Township, and
- The respective officials and agencies identified in the implementation strategy of the Montgomery County 2022 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED, this _____ day of _____, 2023

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

Prepared By/Return to:

Andrew R. Freimuth, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

Parcel Nos.: 50-00-02530-00-3 (REV)
50-00-02530-51-6(NEW)
50-00-02530-49-8 (NEW)

EASEMENT AGREEMENT

Park Crossing at Salford

THIS AGREEMENT is made this _____ day of _____, 2023 by and among **PARK CROSSING AT SALFORD A PLANNED COMMUNITY ASSOCIATION**, a Pennsylvania planned community association organized pursuant to the Pennsylvania Uniform Planned Community Act, as amended (68 Pa. Cons. Stat. 5101 et seq.), having a registered address at Associa Mid-Atlantic 555 Croton Road, Suite 400, King of Prussia, Pennsylvania 19406 (hereinafter referred to as "Grantor"), **LOWER SALFORD TOWNSHIP**, 379 Main Street, Harleysville, Montgomery County, Pennsylvania 19438 (hereinafter referred to as "Grantee"), and **FOXLANE HOMES AT PARKVIEW, LLC, now known as FOXLANE HOMES AT PARK CROSSING, LLC**, a Pennsylvania limited liability company with a registered office at 500 Office Center Drive, Fort Washington, Montgomery County, Pennsylvania 19034 (hereinafter referred to as "Foxlane") (collectively the "Parties").

BACKGROUND:

A. Foxlane is the developer of a certain residential subdivision and land development in Lower Salford Township commonly known as "Park Crossing at Salford" (the

“Development”), pursuant to approved plans recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania at Instrument No.: 2021064291 (the “Approved Plans”).

B. Grantor is the owner of certain open space designated on the Approved Plans as “Common Open Space B” (the “Property”).

C. The Property is more particularly described in the legal description attached hereto as **Exhibit “A”** and more particularly identified as Montgomery County Tax Parcel No. 50-00-02530-51-6.

D. Grantee is the owner of an adjoining tract of land known as “Alderfer Park” and, as part of the Development, a parcel identified on the Approved Plans as the “Township Lot” will be dedicated to the Township for open space and recreational purposes.

E. The Township Lot is more particularly described in the legal description attached hereto as **Exhibit “B”** and more particularly identified as Montgomery County Tax Parcel No. 50-00-02530-49-8.

F. As part of the Development, Foxlane has installed utility services, including gas, sanitary sewer, water and electric (the “Utilities”), for the benefit of the Township Lot on, over, under, across and through the Property and the Township Lot, as more particularly shown on the plan entitled “Concession Stand Utility Exhibit”, prepared by Van Cleef Engineering, dated March 2, 2023, bearing no revision date, a true and correct copy of which is attached hereto as **Exhibit “C”** (the “Utility Plan”).

G. In addition, Foxlane has agreed to install a sign on the Property on behalf of the Township to identify Alderfer Park and to assist pedestrians and motorists with access to the park, since the entrance to the park will be shared with the access drive to the Development from Maple Avenue. A rendering of the sign is attached hereto as **Exhibit “D”** (the “Sign”).

H. In order to provide the Township, as the future owner of the Township Lot, with the right to access the Property in order to use, operate, inspect, maintain, repair, upgrade and replace the Utilities and the Sign, Grantor has agreed to grant and convey to the Township an easement on, over, under, across and through the Property, in accordance with the terms and conditions of this Agreement.

I. Foxlane joins this Agreement solely for the purpose that the same may be recorded against the Township Lot in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, declare and agree as follows:

1. **GRANT OF UTILITY EASEMENT.** Grantor hereby grants and conveys to Grantee, its successors and assigns, the non-exclusive and perpetual right and easement on, over, under and through the Property in order to use, operate, inspect, maintain, repair, upgrade and replace therein and thereunder the Utilities (the "Utility Easement").

2. **GRANT OF SIGN EASEMENT.** Grantor hereby grants and conveys to the Grantee, its successors and assigns, the non-exclusive and perpetual right and easement on, over, under and through the Property for the purpose of permitting the Sign to be located on the Property and to permit the Grantee and the Grantee's employees, contractors, agents, successors and assigns to gain access to the Property and the Sign to install, maintain, repair, and replace the Sign and its appurtenances, in accordance with all applicable laws and ordinances (the "Sign Easement").

3. **CONSTRUCTION, ACCESS AND MAINTENANCE ACTIVITIES BY GRANTEE ON THE PROPERTY.** Grantee shall have the right to use such vehicles,

equipment, and labor on the Property as are reasonably necessary in its exercise of the Utility Easement and Sign Easement. Any work performed by Grantee pursuant to this Agreement shall be performed at reasonable times following reasonable advance notice (except in the case of an emergency) to the Grantor and shall be completed as promptly as is reasonably possible. Upon the completion of any work on the Property by Grantee pursuant to this Agreement, Grantee agrees to promptly restore the disturbed portions of the Property to a condition as close as reasonably possible to the condition before Grantee's exercise of its rights under this Agreement, with grass areas disturbed to be restored with sod.

4. **FURTHER COVENANTS OF GRANTOR.** Grantor, on behalf of itself and its successors and assigns, agrees that the Property shall not be changed, altered or damaged in any way inconsistent with the easements granted herein, and shall at all times remain unencumbered by any buildings, permanent improvements, and/or permanent structures of any kind, except as contemplated by this Agreement.

5. **RESERVATIONS TO GRANTOR.** Except as otherwise set forth in this Agreement, Grantor, its successors and assigns, shall have the right to use and enjoy the Property.

6. **GENERAL PROVISIONS.**

i. **Entire Agreement.** The terms set forth in this Agreement are intended by the parties hereto as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified by any act or conduct, unless reduced to a writing signed by the parties hereto, their heirs, beneficiaries, personal representatives, successors, or assigns. In the event of any ambiguity or mistake contained herein, or any dispute

among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

ii. **Indemnification and Insurance.** Grantee (for itself and on behalf of any and all successors in interest and assigns) shall indemnify, defend (with counsel reasonably acceptable to Grantor), protect, and hold harmless the Grantor, and its successors and assigns, from and against any and all claims, demands, causes of action, fees, liabilities, penalties, fines, judgments, forfeitures, losses, costs, and expenses including, without limitation, for death or injury to any person or damage to any property whatsoever and further including, without limitation, reasonable attorneys' fees, consultant fees, and expert fees, arising out of Grantee's failure to perform its obligations under this Agreement or due to damage or injury caused by Grantee in connection with Grantee's use of the Grantor Property pursuant to this Agreement. Grantee agrees to maintain (or have its contractor maintain) a policy of comprehensive commercial general liability insurance, including XCU coverage, with minimum limits of liability of at least \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, and agrees to furnish Grantor with certificates of such insurance upon request. Such policies of insurance shall name Grantor as an additional insured.

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

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

v. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, personal representatives, successors, and assigns.

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

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


viii. Obligations to Run with the Land. The covenants, restrictions and obligations of this Agreement shall be perpetual, and shall be deemed covenants running with the Property.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date and year first above written.

GRANTOR

**PARK CROSSING AT SALFORD A
PLANNED COMMUNITY ASSOCIATION**

By: 
Sandeep Singh, President

ATTEST

GRANTEE

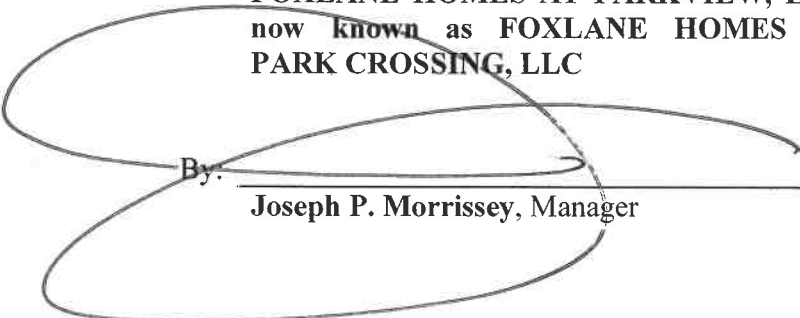
LOWER SALFORD TOWNSHIP

Joseph S. Czajkowski, Secretary

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

FOXLANE

**FOXLANE HOMES AT PARKVIEW, LLC,
now known as FOXLANE HOMES AT
PARK CROSSING, LLC**

By: 
Joseph P. Morrissey, Manager

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: **SS**
COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared **Keith A. Bergman**, known to me to be the Chairman of the Board of Supervisors of Lower Salford Township, whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of Lower Salford Township for the purposes therein contained.

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

Notary Public

My Commission Expires:

EXHIBIT "A"
Legal Description "Common Open Space B"

Metes & Bounds Description
Common Open Space B
To Be Offered for Dedication
Park Crossing at Salford (Parcel Number 50-00-02530-00-3)
Lower Salford Township, Montgomery County, Pennsylvania

ALL THAT CERTAIN tract or piece of land situated in Lower Salford Township, Montgomery Township, Pennsylvania, shown as "Common Open Space B" on a plan entitled "Record Plan (Sheets 3, 4, 5, & 6 of 18 To Be Recorded) for Park Crossing at Salford, Parcel #50-00-02530-00-3 Situated in Lower Salford Township, Montgomery County, Pennsylvania", prepared by Van Cleef Engineering Associates, dated March 26, 2020, last revised March 19, 2021 and being more particularly described as follows:

BEGINNING at a point, said point being an iron pin set on the southerly right of way line of Huckleberry Lane and the common corner of Lot 48 and Common Open Space B, as follows to wit:

thence (1) from said point of beginning, along the easterly ultimate right of way line of Huckleberry Lane, on a curve to the left with a radius of 175.00 feet and a length of 143.00 feet (Long Chord = North 60°29'41" East, a distance of 139.05 feet) to a point, an iron pin set;

thence (2) continuing along the easterly ultimate right of way line of Huckleberry Lane, North 37°05'08" East, a distance of 164.69 feet to a point, an iron pin set;

thence (3) continuing along the easterly ultimate right of way line of Huckleberry Lane, on a curve to the right with a radius of 125.00 feet and a length of 102.90 feet (Long Chord = North 60°40'02" East, a distance of 100.01 feet) to a point, an iron pin set;

thence (4) continuing along the easterly ultimate right of way line of Huckleberry Lane, on a curve to the right with a radius of 15.00 feet and a length of 23.78 feet (Long Chord = South 50°20'14" East, a distance of 21.37 feet) to a point, an iron pin set;

thence (5) along the westerly ultimate right of way line of Alderfer Park Access, on a curve to the left with a radius of 172.50 feet and a length of 40.54 feet (Long Chord = South 11°39'23" East, a distance of 40.45 feet) to a point, an iron pin set;

thence (6) continuing along the westerly ultimate right of way line of Alderfer Park Access, on a curve to the right with a radius of 127.50 feet and a length of 123.45 feet (Long Chord = South 09°20'53" West, a distance of 118.68 feet) to a point, an iron pin set;

thence (7) along the common dividing line of the lands of Lower Salford Township Parcel # 50-00-02984-01-8 and Common Open Space B, South 37°05'08" West, a distance of 351.18 feet to a point, an iron pin set;

thence (8) along the common dividing line of the lands of Active Recreation Land and Common Open Space B, North 52°54'52" West, a distance of 108.50 feet to a point, an iron pin set;

thence (9) along the common dividing line of the lands of Lot 48 and Common Open Space B, North 06°05'45" West, a distance of 137.00 feet to the first mention point and place of beginning.

Containing a calculated area of 69,344 sq. ft. or 1.592 acres



David H. Artman 3-19-21

David H. Artman, PA Professional Land Surveyor No. SU-051039-E
Van Cleef Engineering Associates
March 19, 2021

Common Open Space B.docx

EXHIBIT "B"
Legal Description Township Lot

Metes & Bounds Description
Township Lot
Park Crossing at Salford (Parcel Number 50-00-02530-00-3)
Lower Salford Township, Montgomery County, Pennsylvania

ALL THAT CERTAIN tract or piece of land situated in Lower Salford Township, Montgomery Township, Pennsylvania, shown as "Township Lot" on a plan entitled "Record Plan (Sheets 3, 4, 5, & 6 of 18 To Be Recorded) for Park Crossing at Salford, Parcel #50-00-02530-00-3 Situated in Lower Salford Township, Montgomery County, Pennsylvania", prepared by Van Cleef Engineering Associates, dated March 26, 2020, last revised March 19, 2021 and being more particularly described as follows:

BEGINNING at a point, said point being the common corner of Common Open Space B and Lot 48 (of the Park Crossing at Salford plan), said point also being measured along the line dividing Common Open Space B from Lot 48 South 06°05'45" East, a distance of 137.00 feet from the southerly right of way line Huckleberry Lane, and from said point running:

thence (1) leaving Lot 48 and running along Common Open Space B, South 52°54'52" East, a distance of 108.50 feet to an iron pin set on line of lands of Lower Salford Township Parcel #50-00-02984-01-8;

thence (2) along said lands of Lower Salford Township Parcel #50-00-02984-01-8, South 37°05'08" West, a distance of 831.75 feet to an iron pin found in line of lands now or formerly of Andrew C. and Kelly Kaitlyn E. Gerth, Parcel #50-00-00198-04-9;

thence (3) along said lands now or formerly of Andrew C. and Kelly Kaitlyn E. Gerth, Parcel #50-00-00198-04-9, also along lands now or formerly of Carole Dalessio, Parcel #50-00-00198-02-2, and along lands now or formerly of Peggy A. Frisbie, Parcel #50-00-00198-00-4, and along lands now or formerly of Lower Salford Township, Parcel #50-00-00198-20-2, and along lands now or formerly of Andrew and Catherine Shields, Parcel #50-00-04582-40-8, and along lands now or formerly of Lori A. Yamashita, Parcel #50-00-04582-42-6, and along lands now or formerly of Joseph P. and Eileen H. Davide Parcel #50-00-04582-34-5, North 54°34'21" West, a distance of 807.34 feet to an iron pin found in line of lands now or formerly of R. Lawrence and Lucy L. Derstine, Parcel #50-00-02536-00-6;

thence (4) along said lands now or formerly of R. Lawrence and Lucy L. Derstine, Parcel #50-00-02536-00-6, North 36°19'05" East, a distance of 288.12 feet to a field stone found for a corner to the same;

thence (5) continuing along the same, North 54°01'22" West, a distance of 140.67 feet to an iron pin found for a corner common with Common Open Space A (of the Park Crossing at Salford plan);

thence (6) along said Common Open Space A, North 58°40'06" East, a distance of 207.69 feet to a point for a corner common with Lot 29 and the Neighborhood Open Space (of the Park Crossing at Salford plan);

thence (7) along the said Neighborhood Open Space, South 25°14'50" East, a distance of 68.15 feet to a point for a corner to the same;

thence (8) continuing along the same, North 64°45'10" East, a distance of 331.12 feet to a point for a corner to the same;

thence (9) still along the same, South 48°24'29" East, a distance of 271.10 feet to a point for a corner common with Lot 45 and Lot 46 (of the Park Crossing at Salford plan);

thence (10) along said Lot 46, South 65°31'26" East, a distance of 131.74 feet to a point for a corner common with Lot 47 (of the Park Crossing at Salford plan);

thence (11) along said Lot 47, also along aforementioned Lot 48, South 87°53'51" East, a distance of 187.55 feet to the first mention point and place of beginning.

Containing a calculated area of 605,372 sq. ft. or 13.897 acres



David H. Artman 4-27-21

David H. Artman, PA Professional Land Surveyor No. SU-051039-E
Van Cleef Engineering Associates
April 27, 2021

township lot (sealed).docx

EXHIBIT "C"
Utility Plan

EXHIBIT "D"
Sign Rendering



(posts finish 30" Deep, below grade)

Sign Colors:
 Dark Green Background SW42127
 Letters in 23kt. Gold Leaf
 Ivory Letters SW42074

DIRECTIONAL SIGN:
 CARVED 2" HDU SIGN SINGLE SIDED
 CARVED LOGO POP-OUT HDU
 Moldings Top/Bottom

4x4x 6ft Alum. Post system painted green
 1/8" x 4" x 24" Alum. Flat stock Mounting Straps
 HDU painted double top plates - green

2/24/2023



www.displayandsign.com

**PROOF: PLEASE REPLY BY E-MAIL
 OR FAX TO INITIATE ORDER:**

P.O. Box 74, 5 New Galena Road, Line Lexington, PA 18932
 (215) 822-9469 FAX (215) 822-0432
 email - displayandsign@verizon.net

Signed _____

Date _____

Once you approve this artwork we will begin the custom manufacturing of your order. Please note your approval will hold you financially responsible for this order. Please review carefully all spelling numbers and punctuation is correct per this proof. Any misspelling will be subject to correction charges. Due to monitor and printing variations the colors used on this proof are not an exact match to the actual colors that will be produced. If colors are critical please pick actual color swatches or request color samples. Please check with your township to see if a permit is required for your sign. Permits are the customers responsibility. Installation or delivery is additional unless otherwise stated.

Any past due payments are subject to a 2% monthly charge. Any returned checks are subject to a \$25.00 fee and are due within 10 days. Our prices are discounted for cash or check payment, a credit card convenience fee will apply using a credit card.

Prepared by:

Merle R. Ochrach, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

Record and Return to:

Merle R. Ochrach, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Parcel Number: 50-00-04345-00-6

SANITARY SEWER EASEMENT

THIS INDENTURE is made this ____ day of _____, 2023, between **LOWER SALFORD TOWNSHIP**, hereinafter referred to as Grantor, and **LOWER SALFORD TOWNSHIP AUTHORITY** (the “**Authority**”), a municipal corporation of Montgomery County, Pennsylvania, hereinafter referred to as the Grantee.

WITNESSETH:

THAT the said Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States unto Grantor well and truly paid by the said Grantee, receipt of which is hereby acknowledged, has granted, bargained, and sold and by these presents doth grant, bargain, and sell unto the Grantee, its successors and assigns, the free and uninterrupted use, liberty, and privilege of and passage in and along a certain parcel or certain parcels of ground situate in the Township of Lower Salford, Montgomery County, Pennsylvania, being described in Exhibit “A”, attached hereto (the “Easement”).

Such use, liberty, and privilege being hereby granted to the Grantee for the purpose of permitting the Grantee, its successors, and assigns to construct, install, reconstruct, repair and maintain sanitary sewer lines, manholes, public utility lines or other necessary public

improvements along and under the said parcel or parcels of ground, together with any necessary appurtenances (collectively the "Improvements") which shall not be extended beyond the aforesaid parcel or parcels of ground to which the easement herein granted appertains;

AND the said Grantor, for itself, its successors and assigns, does by these presents herein covenant, promise and agree to and with the said Grantee, its successors and assigns, that said easement above described, along with full right, title and interest in and to all of the Improvements to be located within same, unto the said Grantee, its successors and assigns, against it, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof by, from or under it, them or any of them, shall and will warrant and forever defend.

TO HAVE AND TO HOLD the same perpetually to the Grantee, its successors, and assigns so long as any portion of the Improvements is used and maintained upon the aforesaid parcel or parcels of ground, together with the right and privilege at any and all times to enter the aforesaid parcel or parcels of ground or any part thereof, for the purpose of constructing, reconstructing, and maintaining the Improvements, and for making connections therewith; all upon the condition that the Grantee, its successors and assigns will at all times, after doing any work in connection with the construction, reconstruction, repair, or maintenance of any of the Improvements, restore the premises as nearly as possible to the condition in which same were found before such work was undertaken, it being understood that that Grantor, its successors and assigns, shall in no event construct, erect, plant or place any tree, shrub, fence, building or other structure or object over, on or within the Easement. The Grantee will not create any nuisance or do any act that will be detrimental to the owners, tenants, or occupants of land abutting the parcel or parcels of ground aforesaid.

IN WITNESS WHEREOF, Grantor has executed this Agreement the day and year first above written.

GRANTOR:
LOWER SALFORD TOWNSHIP

Attest: _____

By: _____
Name: _____
Chairperson

GRANTEE:
LOWER SALFORD TOWNSHIP
AUTHORITY

Attest: _____

By: _____
KARL JANETKA, Chairperson

Exhibit "A"
Legal Description and Plan



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Metes and Bounds Description
Sanitary Sewer Easement on
Lands N/L Lower Salford Township, Parcel ID #500004345006
Lower Salford Township, Montgomery County, Pennsylvania

Beginning at a point on the westerly legal right-of-way line of Stover Road (T- 414), 16.5 feet from the centerline (33' legal right-of-way, 60' ultimate right-of-way), and from said Point of Beginning the following courses based on PA State Plane Coordinate System South (PSPCS)(NAD 1983)(A clockwise rotation of 01° 32' 15" is required to convert from PSPCS to the deed of record as recorded in deed book 3917 page 345) thence;

1. Through Parcel ID #500004345006, lands N/L Lower Salford Township, South 66° 49' 26" West, for a distance of 84.29 feet to a point, said point being the easterly side of an existing 20' wide sanitary sewer easement, thence;

Along said sanitary sewer easement the following two (2) courses and distances;

2. North 07° 07' 48" West, for a distance of 6.65 feet to a point thence;
3. North 02° 37' 34" East, for a distance of 15.11 feet to a point thence;
4. Through Parcel ID #500004345006, lands N/L Lower Salford Township, North 66° 49' 26" East, for a distance of 81.84 feet to a point on the westerly legal right-of-way of Stover Road (T-414), 16.5 feet from the centerline (33' legal right-of-way, 60' ultimate right-of-way), thence;
5. Along said westerly right-of-way, along a curve to the left, having a radius of 1896.50 feet, an arc length of 20.87 feet, and whose chord bears South 06° 33' 21" East, for a distance of 20.87 feet to the Point of Beginning.

Containing 1,669 square feet or 0.04 acres, more or less.

Attached hereto as Exhibit 'A' is a plan entitled "Proposed 20' Sanitary Easement Exhibit for 481 Stover Road, Parcel ID #500004345006, Lower Salford Township, Montgomery County, Pennsylvania", prepared by Gilmore & Associates, Inc., 5100 Tilghman Street, Suite 150, Allentown, Pennsylvania, dated May 1, 2023, and by this reference made a part hereof.

Dated: May 1, 2023
File No.: 15-10068T
Prepared by: Donald P. Rapsinski, Professional Land Surveyor
Pennsylvania License No.: SU-043355E
DPR/srt



5100 Tilghman Street | Suite 150 | Allentown, PA 18104 | Phone: 610-366-8064 | Fax: 610-366-0433



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
5100 TILGHMAN STREET, SUITE 100 ALLENTOWN, PA 18104 • (610) 265-3094

DRAWN BY: SRT

JOB NO.: 15100681

DATE: 5/1/2023

SCALE: 1"=60'

PROPOSED 20' SANITARY EASEMENT EXHIBIT
FOR
481 STOVER ROAD
PARCEL ID #500004345006
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

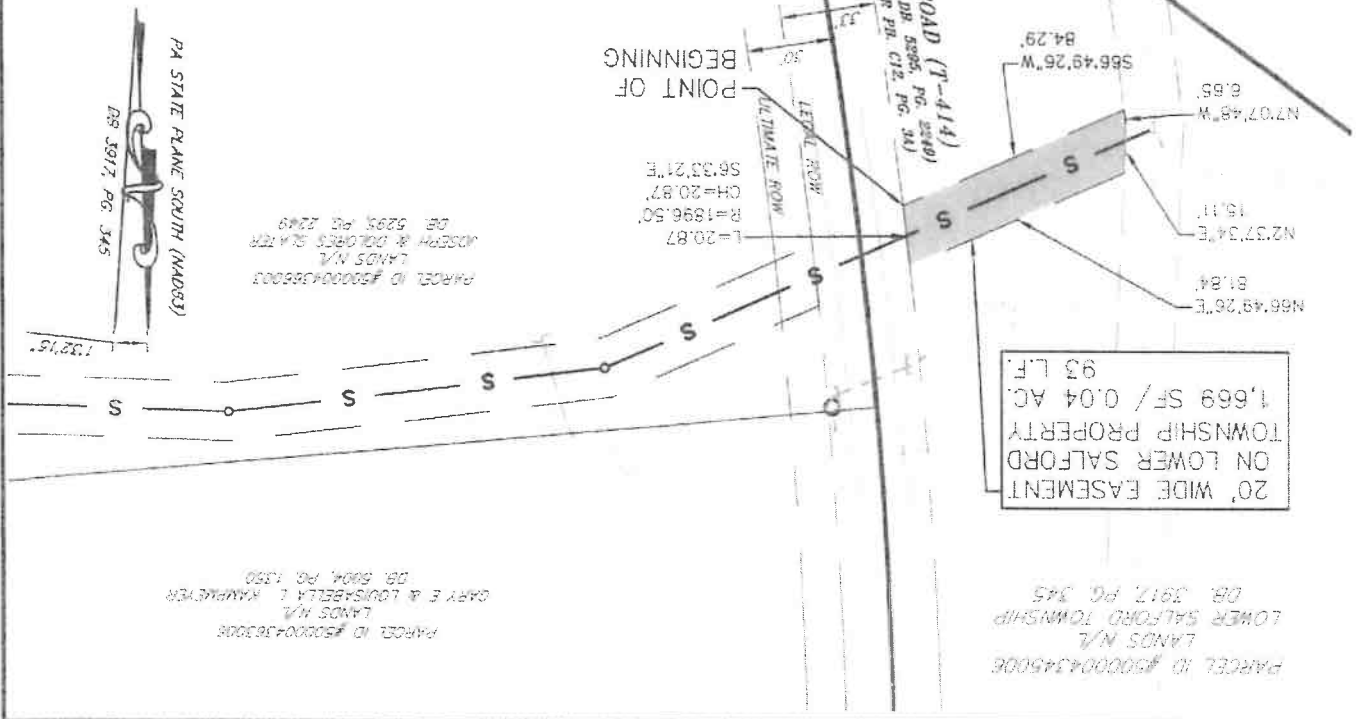


- REFERENCES:**
1. TAX MAP FOR THE TOWNSHIP OF LOWER SALFORD, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA
 2. PLAN ENTITLED "FINAL LOT SUBDIVISION PLAN OF PART OF PROPERTY JOHN Z HAMILTON DATED MARCH 23, 1966, PREPARED BY HERBERT H. METZ, INC. OF LANSDALE, PA. AND RECORDED AT MONTGOMERY COUNTY RECORDER OF DEEDS IN PLAN BOOK O-6, PAGE 26
 3. PLAN ENTITLED "SUBDIVISION PLAN FOR PROPERTY LINE REALIGNMENT OF PROPERTIES OF CHARLES W. LUTTER & CLARENCE D. BARLETT DATED JANUARY 16, 1971, PREPARED BY HERBERT H. METZ, INC. OF LANSDALE, PA. AND RECORDED AT THE MONTGOMERY COUNTY RECORDER OF DEEDS IN PLAN BOOK O-12, PAGE 3A

4. PLAN ENTITLED "PROPERTY SURVEYED FOR RALPH A. ALDREFFER, DATED MAY 12, 1972, LAST REVISED MARCH 8, 1977, PREPARED BY GEORGE REID NEVELLS, AND RECORDED AT THE MONTGOMERY COUNTY RECORDER OF DEEDS IN PLAN BOOK A-29, PAGE 85
5. PLAN ENTITLED "GRAVITY SEWER FROM QUARRY ROAD TO STOVER ROAD" DATED MAY 31, 2022, LAST REVISED AUGUST 30, 2022, AND PREPARED BY GILMORE & ASSOCIATES, INC.
6. DEED BOOKS AS SHOWN

1. THIS EXHIBIT IS BASED ON CURRENT DEEDS OF RECORD, TAX MAPS OBTAINED FROM MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA AND PHYSICAL EVIDENCE FOUND UPON FIELD RECONNAISSANCE.
2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OTHER RIGHTS TO PROPERTY MAY EXIST.
3. THIS EXHIBIT IS TO ACCOMPANY A LEGAL DESCRIPTION ONLY.
4. [] = PROPOSED SANITARY EASEMENT.
5. A CLOCKWISE ROTATION OF 01°32'18" IS REQUIRED TO CONVERT FROM THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM SOUTH TO THE REFERENCED DEED BEARING.

GENERAL SURVEY NOTES:



PARCEL ID #500004345006
LANDS N/L
CARY E & LOUISABELLA L. KAMPELIER
DB: 5004, PG. 1350

PARCEL ID #500004368003
LANDS N/L
JOSEPH W. GILBERT, JR.
DB: 5295, PG. 2349



Harleysville Rotary Club

9/6/2023
Agenda
Service Above Self

July 26, 2023

Mr. Joseph S. Czajkowski, Township Manager
Lower Salford Township
379 Main Street
Harleysville, PA. 19438

Dear Mr. Czajkowski:

The Harleysville Rotary Club will again be helping to provide the Annual Halloween parade for the community of Harleysville.

We are requesting permission of the Lower Salford Township to conduct the parade again this year. We also ask that Township authorize the Police Dept. and Fire Police to handle traffic control again this year.

This is the information regarding the date and parade route for this year:

Date of Parade: **Saturday October 21, 2023**

Start Time: **10:30 AM**

Registration & Line Up: **9:30 AM**

Route: The parade will begin at the Indian Valley Middle School, Will move down Maple Avenue, left onto School Lane, left on Kulp Road, left on Park Avenue and will end at the Community Center for a Halloween Fun Fest. There will games for the kids, food and drinks, music & the State Police Helicopter. This will end at 1:00 P.M.

We thank the Lower Salford Township supervisors in advance and if you find that you need any further information please contact me at 215-272-3864 (cell).

A handwritten signature in blue ink, reading "Dean L. Shollenberger".

Dean L. Shollenberger
Parade Chair
Rotary Club of Harleysville

CC: Thomas Medwid, Chief of Police



Collision Repair Experts

209 Clemens Road ♦ Harleysville, PA 19438 ♦ (215) 256-8371 ♦ Fax (215) 256-4048

August 9, 2023

Board of Supervisors
Lower Salford Township
379 Main Street
Harleysville, PA 19438

Re: Request for Fire Police Presence

Dear Board of Supervisors:

We would like to request the presence of Fire Police at our Car Exhibit and Open House.

We would like their assistance in slowing and directing traffic on the road in front of the event. We do not need help once the cars are off the road. Two or three Fire Police should be sufficient.

The event will be held on Saturday, September 30. We would like the Fire Police to be present between the hours of 11:00am and 3:00pm. Please let me know if they will be able to come.

Thank you,

Timothy Eckhart
President

GMS

Funding Solutions

*A Company for your
Community.*

Growing and preserving
communities by securing
competitive funding and financing
for businesses, non-profits, and
government entities.

*“Someone is sitting
in the shade today,
because someone
else planted a tree a
long time ago.”*

Warren Buffett

About Us



GMS Funding Solutions is a public funding, financing, and project management consulting firm headquartered in Carlisle, PA.

GMS Projects

Size & Scope

Capital projects ranging from
\$250,000 to \$800 million+

Client Types

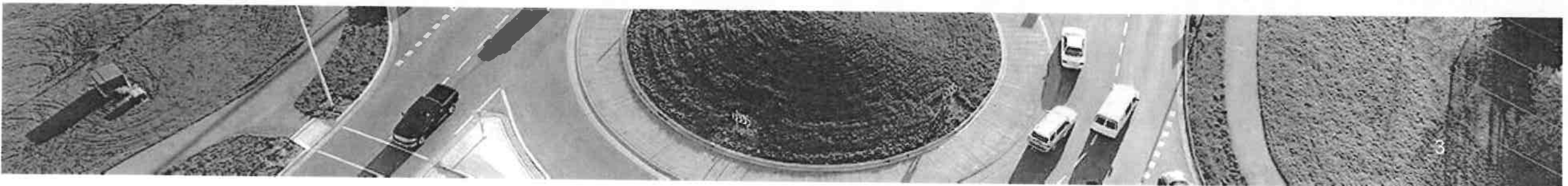
Municipalities and authorities, counties,
private developers, non-profit organizations,
healthcare systems, and universities

Project Types

Primarily support building construction, land
development and/or public and private
infrastructure improvements

Results

Private investment, job creation, increased
state and local tax revenues, multi-party
partnerships, improved communities, and
enhanced quality of life





Public Funding 101

Evaluate Municipal Priorities

Police, EMS and Fire

Parks and Recreation

Flood Mitigation

Environmental

Water & Wastewater Infrastructure

Comprehensive Planning

Roadways and Bridges

Development and Redevelopment of Underutilized
Properties

Stormwater Infrastructure

Affordable Housing

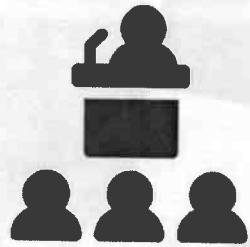
Align Funding Sources

- American Rescue Plan
- Alternative Clean Energy Program
- Business in Our Sites
- Community Conservation Partnerships Program
- Community Development Block Grant Program
- Governor's Action Team
- Greenways, Trails and Recreation Program
- Growing Greener Plus Grants Program
- H2O PA Program: Water Supply, Sanitary Sewer & Storm Water Program
- Industrial Sites Reuse Program

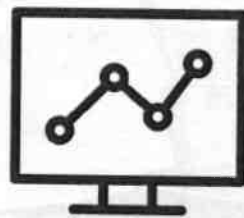
- Local Economic Revitalization Tax Assistance
- Local Share Account - Statewide
- Multimodal Transportation Fund
- PA Small Water and Sewer Program
- PennDOT Transportation Alternatives Set-Aside
- Pennsylvania Infrastructure Bank
- Pennsylvania Infrastructure Development Authority Loan
- Pennsylvania Infrastructure Investment Authority
- PHMC Keystone Historic Preservation Construction Grant
- Pipeline Investment Program

- Rail Transportation Assistance Program
- Redevelopment Assistance Capital Program
- Tax Increment Financing
- Transportation Infrastructure Investment Fund
- USDA Business and Industry Loan Guarantee Program
- USDA Community Facilities Loan
- USDA Water & Waste Disposal Loan & Grant Program
- US EDA Public Works and Economic Adjustment Assistance Program
- US EPA Cleanup and Assessment Grant Program
- Watershed Restoration and Protection Program

Implementation of Funding Strategy



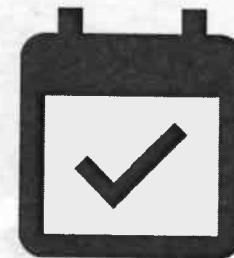
Positioning Quality
Projects



Economic Impact
Analysis



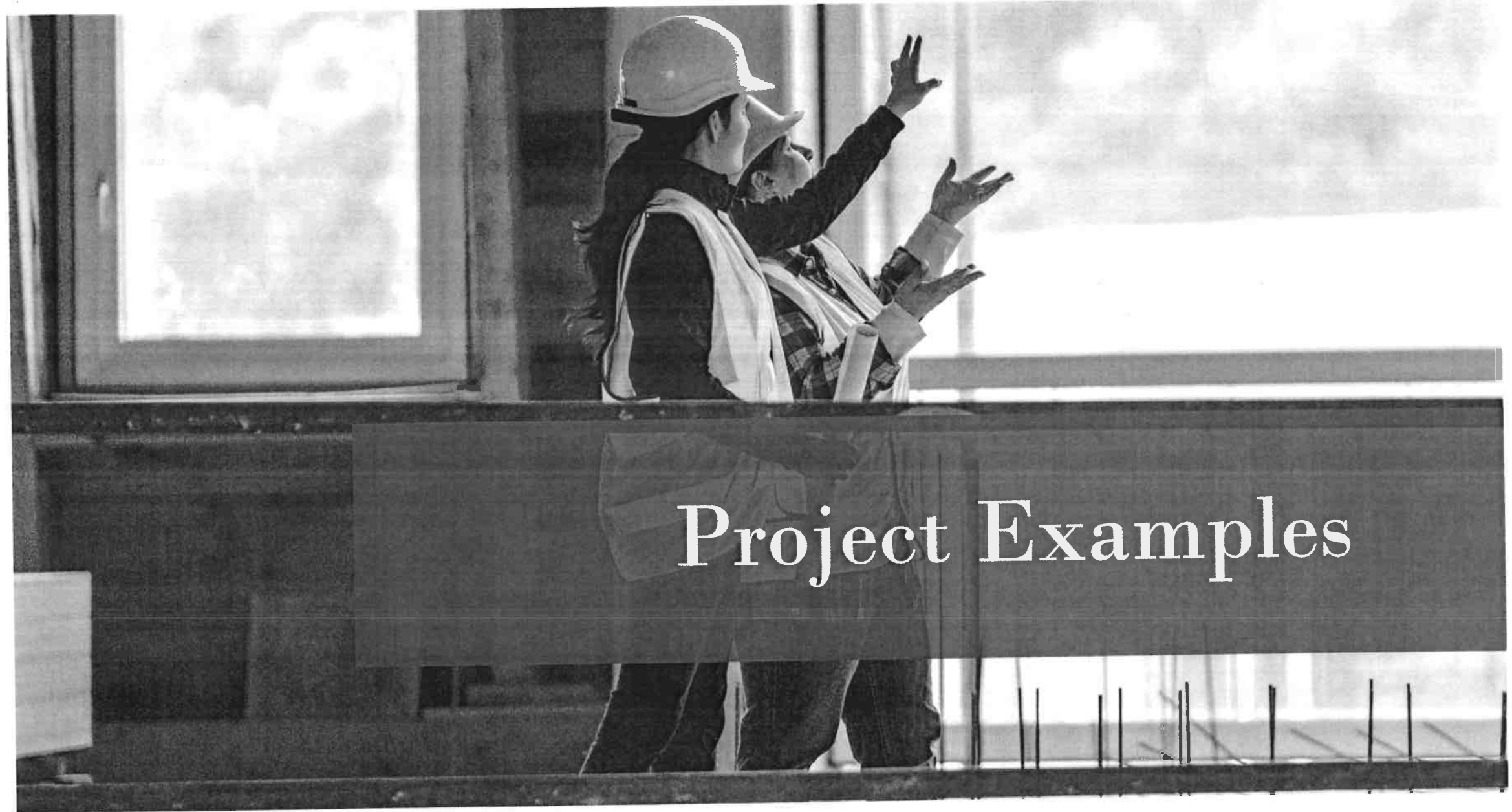
Developing Persuasive
Applications



Grants
Administration



Compliance and
Drawdown



Project Examples

Chambersburg Borough Police Department & Municipal Building

Primary source: \$3.2 million RACP

- Renovation of the old Borough Hall into a facility to house the Police Department
- Offices, holding cells, conference rooms, locker rooms, interview rooms, a K-9 facility, a fitness room, and ample storage space
- Designed to address security concerns and provide adequate, safe, and productive space for police operations

Ancillary funding:

- DEP Growing Greener – MS4 Stormwater Improvements - \$200,000
- PennVEST Grant – Lead Gooseneck Replacement - ~\$3.3 million
- Municipal Assistance Program – Comprehensive Plan Update - \$30,000
- Fire Department, Bathroom and Bunkroom Upgrades (Act 10 EMS Grant) - \$37,237
- Police Department, Body Worn Cameras (Franklin County/PCCD Grant) - \$45,814
- Police Department, PCCD Grant Virtual Reality Training Simulator - \$60,000



Kennett Square Community Services Complex



Ancillary funding:

- County ARPA Funds – Water treatment facility replacement - \$500,000
- Greenways, Trails and Recreation Program – Trail and streambank restoration project - \$125,000
- CFA Multimodal Transportation Fund – Complete streetscape project - \$1,871,685

Primary source: \$2 million RACP

- Reuse of underutilized downtown building complex
- Renovations will transform the structures to serve as administrative space, an accredited police department, and complementary social services and community uses
- RACP funds will be used for select renovations and reappointment of the exterior brickwork of the entire structure to prevent water leakage
- Only 40% of the space in the complex is needed for Borough administrative and police functions
- Borough can offset its acquisition costs by leasing or subdividing the remaining space; actively seeking community services providers as buyers/tenants

South Middleton Township Parks and Recreation

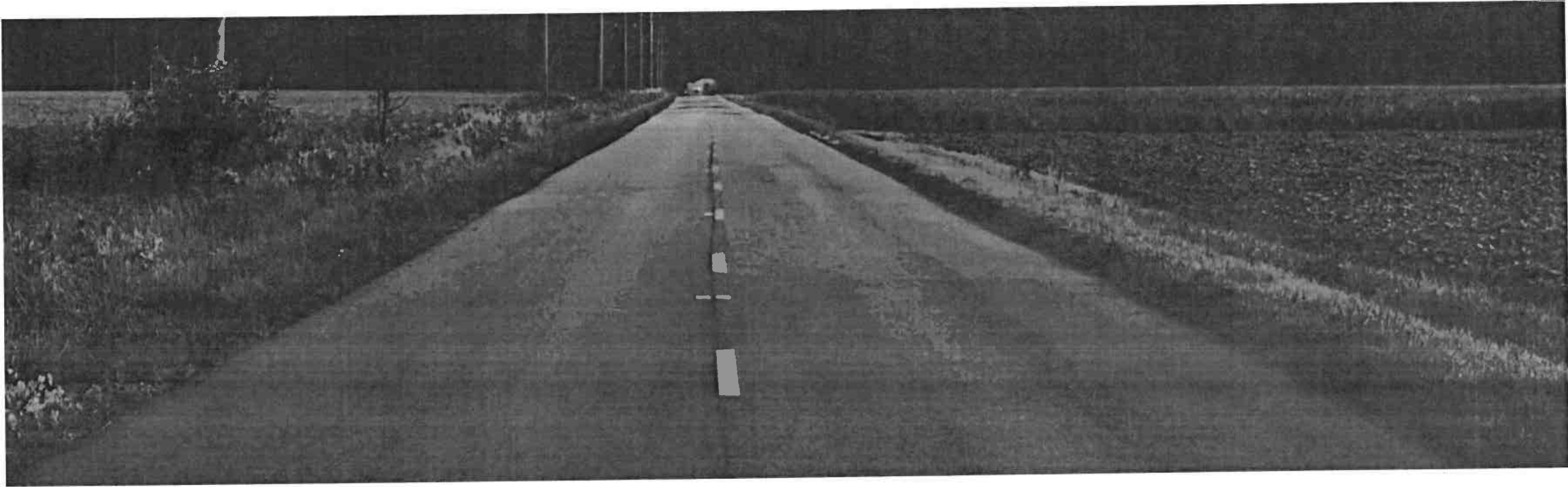
Primary source: \$4.3 million Capital Budget Funding

- Comprehensive dam rehabilitation to restore Children's Lake – the focal point of Boiling Springs
- Since 2012, the Township has acquired or improved over 200 acres of public parkland, trails, and recreational areas.

Ancillary funding:

- Land Water Conservation Fund - Playground equipment and athletic fields construction – \$366,000
- DCED Greenways, Trails and Recreation Program – Pickleball courts and trail construction - \$125,000
- Cumberland County Land Partnerships – Trail construction - \$30,000
- PA Fish and Boating Facilities – Boating and parking area improvements - \$150,000
- PA WalkWorks and Cumberland County – Active transportation plan - \$20,000





GMS
Funding Solutions

Thank you!