

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2023 - 01

“Ordinance Repealing the Fee Schedule for Building Permits and Zoning Applications”

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF LOWER SALFORD, CHAPTER 84 (FEES), ARTICLE I (BUILDING PERMITS AND ZONING APPLICATIONS), SECTION 84-1 (PERMITS AND APPLICATIONS) TO REPEAL SECTION 84-1 (PERMITS AND APPLICATIONS) IN ITS ENTIRETY

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 84 (Fees), Article I (Building Permits and Zoning Applications), Section 84-1 (Permits and Applications) is hereby repealed in its entirety.

SECTION II.- 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 III.- 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 IV.- Effective Date

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

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All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.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



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksengineers.com
215.340.0600

February 24, 2023
Ref. #4600-090

(via email)

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Joseph S. Czajkowski, Township Manager

Reference: Alderfer Road and Park Avenue Basins Retrofits Project
Montco 2040 Project No. 21-03-110

Dear Joe:

Seven bids were received today on PennBID for the Alderfer Road and Park Avenue Basins Retrofits Project. The project was rebid with only the Alderfer Road basin work included as the base bid. The Park Avenue basin work was included as one Alternate/Add-On and the restoration and stabilization of both basins was included as a second Alternate/Add-On.

The low base bid was received from Richard E. Pierson Construction Company, Inc. in the amount of \$191,882.00. The lowest cost for the base bid plus the Park Avenue Basin Alternate/Add-On was also received from Richard E. Pierson Construction Company, Inc. in the amount of \$249,587.00. The lowest cost for the base bid plus both Alternate/Add-ons was received from G&B Construction in the amount of \$305,641.00. Both companies are familiar to us in that they have completed similar public projects for our municipal clients. The bid tabulation is attached for the Board of Supervisor's review at their meeting of March 1, 2023.

This project is to be financed in part by Montgomery County through the Montco 2040 Implementation Grant Program. The grant is in the amount of \$112,918.00 and all work must be substantially complete by June 30, 2023.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers

Michele Fountain
Michele A. Fountain, P.E.

MAF/klk
Enclosure

cc: Anne Leavitt-Gruberger, MCPC (via email) (w/ encl.)
Joshua Gross, P.E., CKS Engineers, Inc. (w/encl.)
James F. Weiss, CKS Engineers, Inc. (w/encl.)
Joseph McArdle, CKS Engineers, Inc. (w/encl.)
J.J. Kelso, CKS Engineers, Inc. (w/encl.)
File (w/encl.)

Municipal Engineering · Storm Water Management · Water & Wastewater Engineering
Environmental Engineering · Geographic Information Systems (GIS) · Construction Management

**LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY
ALDERFER ROAD AND PARK AVENUE BASIN RETROFITS PROJECT
BID SUMMARY
BID DATE: FEBRUARY 24, 2023**

CONTRACTOR	BASE BID	ALTERNATE 1 - PARK AVENUE AREA W.O. BASE	ALTERNATE 2 - SEEDING/ RESTORATION W.O. BASE	BASE BID W/ ALL ADD- ON/ALTERNATIVES
1 Richard E Pierson Construction Company, Inc. 426 Swedesboro Road Pilesgrove, NJ 08098	\$191,882.00	\$57,705.00	\$58,430.00	\$308,017.00
2 Land Tech Enterprises 3084 Bristol Road Warrington, PA 18976	\$197,977.00	\$89,783.00	\$61,000.00	\$348,760.00
3 G & B Construction 632 Davisville Rd Willow Grove, PA 19090	\$214,426.00	\$84,215.00	\$7,000.00	\$305,641.00
4 James R. Kenney Excavating & Paving, Inc. 3950 Germantown Pike Collegeville, PA 19426	\$224,861.00	\$98,520.00	\$14,000.00	\$337,381.00
5 Eagle Contracting Inc. 1150 Boot Rd Downingtown, PA 19335	\$253,032.00	\$149,199.00	\$38,000.00	\$440,231.00
6 Berg Construction, LLC P.O. Box 828 Morgantown, PA 19543	\$256,393.97	\$115,542.92	\$54,060.00	\$425,996.89
7 N. Abbonizio Contractors, Inc. 1250 Conshohocken Road Conshohocken, PA 19428	\$397,637.00	\$165,129.00	\$56,530.00	\$619,296.00

LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY
ALDERFER ROAD AND PARK AVENUE BASIN RETROFITS PROJECT

No.	Description	Unit Of Measure	Quantity	(1) BID TABULATION (3) (4) (5) (6) (7)													
				Richard E Person Construction Co Inc.		Land Tech Enterprises		G&B Construction		James R. Kenney Excavating & Paving, Inc.		Eagle Contracting Inc.		Berg Construction, LLC		N. Abbonizio Contractors, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID - ALDERFER ROAD AREA (BASINS 2 AND 3)																	
1	Site Preparation	LS	1	\$28,874.00	\$28,874.00	\$39,500.00	\$39,500.00	\$1,500.00	\$1,500.00	\$35,000.00	\$35,000.00	\$18,500.00	\$18,500.00	\$16,000.00	\$16,000.00	\$84,000.00	\$84,000.00
2	Stabilized Construction Entrance	EA	1	\$6,600.00	\$6,600.00	\$5,250.00	\$5,250.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$2,850.00	\$2,850.00	\$4,433.00	\$4,433.00	\$5,500.00	\$5,500.00
3	Rock Filter	EA	2	\$1,370.00	\$2,740.00	\$1,250.00	\$2,500.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,850.00	\$3,700.00	\$3,482.00	\$6,964.00	\$1,985.00	\$3,970.00
4	12" Compost Filter Sock	LF	1,002	\$6.00	\$6,012.00	\$6.50	\$6,513.00	\$5.00	\$5,010.00	\$7.50	\$7,515.00	\$6.50	\$6,513.00	\$9.61	\$9,629.22	\$8.00	\$8,016.00
5	18" Compost Filter Sock	LF	232	\$10.00	\$2,320.00	\$13.50	\$3,132.00	\$8.50	\$1,972.00	\$8.00	\$1,856.00	\$9.50	\$2,204.00	\$14.50	\$3,364.00	\$17.00	\$3,944.00
6	18" Diversion Sock	LF	115	\$17.00	\$1,955.00	\$14.00	\$1,610.00	\$10.00	\$1,150.00	\$14.00	\$1,610.00	\$9.50	\$1,092.50	\$21.56	\$2,479.40	\$24.00	\$2,760.00
7	Unclassified Excavation Below Subgrade	CY	5	\$17.00	\$85.00	\$16.00	\$80.00	\$55.00	\$275.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$41.00	\$205.00	\$210.00	\$1,050.00
8	Excavations as Directed by Engineer	CY	5	\$17.00	\$85.00	\$16.00	\$80.00	\$55.00	\$275.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$41.00	\$205.00	\$210.00	\$1,050.00
9	Earthwork, Excavation, Backfill and Final Grading, Complete	LS	1	\$55,000.00	\$55,000.00	\$63,000.00	\$63,000.00	\$63,764.00	\$63,764.00	\$85,000.00	\$85,000.00	\$115,000.00	\$115,000.00	\$120,000.00	\$120,000.00	\$148,600.00	\$148,600.00
10	18" O-Ring RCP	LF	89	\$94.00	\$8,366.00	\$125.00	\$11,125.00	\$300.00	\$26,700.00	\$150.00	\$13,350.00	\$85.00	\$7,565.00	\$399.00	\$35,511.00	\$201.00	\$17,889.00
11	Rip-Rap Apron	SF	960	\$22.00	\$21,120.00	\$10.00	\$9,600.00	\$5.00	\$4,800.00	\$10.00	\$9,600.00	\$12.00	\$11,520.00	\$8.90	\$8,544.00	\$32.00	\$30,720.00
12	36" Concrete DW Endwall	EA	1	\$5,400.00	\$5,400.00	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00	\$8,500.00	\$8,500.00	\$4,745.00	\$4,745.00	\$3,335.00	\$3,335.00
13	Type M Inlet	EA	1	\$5,100.00	\$5,100.00	\$3,100.00	\$3,100.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$3,940.00	\$3,940.00	\$3,300.00	\$3,300.00
14	Type M Inlet Outlet Structure	EA	2	\$7,000.00	\$14,000.00	\$4,500.00	\$9,000.00	\$7,500.00	\$15,000.00	\$9,500.00	\$19,000.00	\$7,500.00	\$15,000.00	\$7,084.75	\$14,169.50	\$5,280.00	\$10,560.00
15	Concrete Anti-seep Collars	EA	4	\$2,700.00	\$10,800.00	\$2,250.00	\$9,000.00	\$500.00	\$2,000.00	\$1,250.00	\$5,000.00	\$2,500.00	\$11,400.00	\$910.00	\$3,640.00	\$2,395.00	\$9,580.00
16	6" PVC Underdrain	LF	475	\$4.00	\$1,900.00	\$4.00	\$1,900.00	\$120.00	\$57,000.00	\$20.00	\$9,500.00	\$65.00	\$30,875.00	\$35.45	\$16,838.75	\$93.00	\$44,175.00
17	6" PVC Underdrain Cleanouts	EA	9	\$490.00	\$4,410.00	\$495.00	\$4,455.00	\$750.00	\$6,750.00	\$300.00	\$2,700.00	\$350.00	\$3,150.00	\$283.30	\$2,549.70	\$1,750.00	\$15,750.00
18	Spillway Turf Reinforcement Matting (TRM)	SF	2,865	\$1.00	\$2,865.00	\$0.80	\$2,292.00	\$2.00	\$5,730.00	\$2.00	\$5,730.00	\$2.50	\$7,162.50	\$1.16	\$3,323.40	\$1.20	\$3,438.00
BASE BID TOTALS				\$191,882.00		\$197,977.00		\$214,426.00		\$224,861.00		\$253,032.00		\$256,393.97		\$397,637.00	
ALTERNATE/ADD-ONS																	
ALTERNATE 1 - PARK AVENUE AREA (BASIN 1)																	
19	12" Compost Filter Sock	LF	632	\$6.00	\$4,992.00	\$6.50	\$5,408.00	\$5.00	\$4,160.00	\$7.50	\$6,240.00	\$9.50	\$7,904.00	\$9.21	\$7,662.72	\$20.00	\$16,640.00
20	Demo Existing Low Flow Channel and Concrete Endwall	LS	1	\$3,500.00	\$3,500.00	\$9,300.00	\$9,300.00	\$7,500.00	\$7,500.00	\$21,000.00	\$21,000.00	\$12,500.00	\$12,500.00	\$7,724.00	\$7,724.00	\$6,700.00	\$6,700.00
21	36" HDPE Pipe	LF	81	\$204.00	\$16,524.00	\$195.00	\$15,795.00	\$300.00	\$24,300.00	\$200.00	\$16,200.00	\$175.00	\$14,175.00	\$302.00	\$24,462.00	\$264.00	\$21,384.00
22	Concrete End Wall for 36" HDPE Pipe	EA	1	\$5,600.00	\$5,600.00	\$3,200.00	\$3,200.00	\$6,500.00	\$6,500.00	\$14,000.00	\$14,000.00	\$8,500.00	\$8,500.00	\$5,093.00	\$5,093.00	\$4,200.00	\$4,200.00
23	Type M Inlet	EA	1	\$5,300.00	\$5,300.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$9,172.00	\$9,172.00	\$4,310.00	\$4,310.00
24	Modify Existing Outlet Structure	LS	1	\$861.00	\$861.00	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$623.00	\$623.00	\$2,855.00	\$2,855.00
25	Rip-Rap Apron	SF	208	\$31.00	\$6,448.00	\$10.00	\$2,080.00	\$24.00	\$4,992.00	\$10.00	\$2,080.00	\$15.00	\$3,120.00	\$21.40	\$4,451.20	\$35.00	\$7,280.00
26	Earthwork, Excavation, Backfill and Final Grading, Complete	LS	1	\$14,480.00	\$14,480.00	\$44,000.00	\$44,000.00	\$22,263.00	\$22,263.00	\$28,000.00	\$28,000.00	\$95,000.00	\$95,000.00	\$56,155.00	\$56,155.00	\$101,760.00	\$101,760.00
ALTERNATE 1 - PARK AVENUE AREA (BASIN 1) TOTAL				\$57,705.00		\$89,783.00		\$84,215.00		\$98,520.00		\$149,199.00		\$115,542.92		\$165,129.00	
ALTERNATE 2 - SEEDING/RESTORATION																	
27	Temporary and Permanent Seeding, Complete in Place (Park Ave Basin Area)	LS	1	\$23,840.00	\$23,840.00	\$26,000.00	\$26,000.00	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$15,500.00	\$15,500.00	\$22,250.00	\$22,250.00	\$20,455.00	\$20,455.00
28	Temporary and Permanent Seeding, Complete in Place (Alderfer Road Basin Area)	LS	1	\$34,590.00	\$34,590.00	\$35,000.00	\$35,000.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$22,500.00	\$22,500.00	\$31,810.00	\$31,810.00	\$36,075.00	\$36,075.00
ALTERNATE 2 - SEEDING/RESTORATION TOTAL				\$58,430.00		\$61,000.00		\$7,000.00		\$14,000.00		\$38,000.00		\$54,060.00		\$56,530.00	
AWARD SCENARIOS																	
BASE BID				\$191,882.00		\$197,977.00		\$214,426.00		\$224,861.00		\$253,032.00		\$256,393.97		\$397,637.00	
ALTERNATE/ADD-ON 1 - PARK AVENUE AREA (BASIN 1)				\$57,705.00		\$89,783.00		\$84,215.00		\$98,520.00		\$149,199.00		\$115,542.92		\$165,129.00	
ALTERNATE/ADD-ON 2 - SEEDING/RESTORATION				\$58,430.00		\$61,000.00		\$7,000.00		\$14,000.00		\$38,000.00		\$54,060.00		\$56,530.00	
TOTAL - BASE BID + ALTERNATE 1				\$249,587.00		\$287,760.00		\$298,641.00		\$323,381.00		\$402,231.00		\$371,936.89		\$562,766.00	
TOTAL - BASE BID + ALTERNATE 2				\$250,312.00		\$258,977.00		\$221,426.00		\$238,861.00		\$291,032.00		\$310,453.97		\$454,167.00	
TOTAL - BASE BID + ALTERNATES 1 AND 2				\$308,017.00		\$348,760.00		\$305,647.00		\$337,381.00		\$440,231.00		\$425,996.89		\$619,296.00	

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023-06

**A RESOLUTION AMENDING AND REESTABLISHING
THE FEE SCHEDULE FOR CERTAIN SERVICES
RENDERED BY THE LOWER SALFORD TOWNSHIP**

WHEREAS, Lower Salford Township is authorized and/or required by the Second Class Township Code, 53 P.S. §55101, *et seq.*, and various Township Ordinances to perform services, which include, the review, processing and taking action on a variety of applications, including but not limited to, applications relating to building and zoning, land development, conditional uses, permits, sewage facilities planning modules and other building and zoning matters; and

WHEREAS, the Township incurs certain costs and expenses in connection with its review of such applications and the performance of such services, including fees from the Township's professional consultants; and

WHEREAS, the Township wishes to amend various fees currently charged by the Township to adequately reflect the present-day costs and expenses it incurs in connection with its performance of services and review of applications and to consolidate the list of said fees into one Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Lower Salford Township, that the rates, fees and charges set forth in the Schedule of Fees attached hereto as Exhibit "A", as may be amended from time to time in whole or in part by a similar resolution or resolutions, is hereby adopted and immediately placed in full force and affect.

DULY ADOPTED, this ___ day of _____, 2023, by the Board of Supervisors of Lower Salford Township, Montgomery County, in lawful session duly assembled.

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

Exhibit “A”

Fee Schedule



Lower Salford Township

379 Main Street Harleysville, PA 19438; phone # 215-256-8087

Department of Building and Zoning

FEE SCHEDULE

A. BUILDING AND ZONING PERMITS:

(1) Zoning

All Fees referenced within this section shall be doubled if the project is started without the applicable Permits and/or Approvals.

All Permit Fees are due upon issuance of permits, NOT with the Permit Application, with the exception of roof replacements, sheds, fences, and driveway expansions.

(a) Written Zoning Opinions - Upon Request \$200.00 each

(b) Zoning Permits for Construction within the R-3 and R-4 Use Groups
(In addition to any applicable Subdivision and/or Land Development costs)

New Dwelling Unit (Each)	\$100.00
Additions to existing dwelling unit	\$50.00
Accessory Buildings/Structures	\$50.00

(This item includes storage sheds, detached garages, uncovered decks and patios, retaining walls, barns, silos, swimming pools, hot tubs, etc.) Patios that utilize interlocking pavers and do not require the placement of a foundation and/or frost wall and sheds, pole barns and temporary buildings less than one thousand square feet (1,000 sf) shall require a Zoning Permit only. This item shall include alternative energy systems (solar, wind, etc.) when not placed on an existing structure.

(c) Fences within the R-3 and R-4 Use Groups \$75.00

(d) Zoning Permits for Construction within all other Use Groups
(In addition to any applicable Subdivision and/or Land Development costs)

New Construction	\$150.00
Additions/Fit-Outs to existing space	\$150.00
Accessory Buildings/Structures	\$100.00

(Includes storage sheds, detached garages, uncovered decks and patios, retaining walls, barns, silos, swimming pools, hot tubs, etc.)

Multi-Family Uses	\$150.00 <i>plus</i> \$20 per Dwelling Unit
(e) <u>Fences within all other Use Groups</u>	\$200.00
(f) <u>Well Permit</u>	
Installation of New Well	\$325.00
Geothermal Well	\$325.00 (Each)
Abandonment of Existing Well	\$200.00
(g) <u>Temporary Construction Trailer</u>	\$130.00/year
(h) <u>Flood Plain Determination Review</u>	\$150.00 <i>plus</i> Standard hourly fees of Township Engineer
(For new construction, Township Engineer shall be included in the review of the request only if deemed necessary at the sole decision of the Township Staff.)	
(i) <u>Storage Units placed on-site (PODS or similar)</u>	\$75.00
(Only where approved in accordance with the Zoning Ordinance and for a maximum of 30 days)	
(j) <u>Solar Power Generating System (Ground Mounted)</u>	
Uses R3 and R4	\$100.00
All Other Uses	\$150.00
(k) <u>Emergency Generator</u>	
R3 and R4 Uses	\$50.00
All Other Uses	\$100.00
(l) <u>Driveway/Parking Area</u>	
Accessory to R3 and R4 Uses	\$50.00
Accessory to All Other Uses	\$50.00
	<i>plus</i> \$1,500.00 Escrow
(Plus all other approvals including but not limited to Land Development, etc.; Applicant shall establish an Escrow Account with the Township to reimburse the Township Engineer Review and Inspection)	
(m) <u>Relocation of Structure</u>	\$50.00
(n) <u>Sales Trailers (All Uses)</u>	\$100.00
(Applicant shall obtain approval from the Lower Salford Township Board of Supervisors prior to the Application.)	
(o) Permit for permanent roadside stand:	\$200.00

(p) Permit for temporary roadside stand: \$50.00

(2) Building Permit Applications

All Fees referenced within this section shall be doubled if the project is started without the applicable Permits and/or Approvals.

Gross Floor Area (GFA) – In association with the referenced fees, the Gross Floor Area shall be defined as the following; the total square feet of all floors within the perimeter of the outside walls, including basements, bays, cellars, attached garages, roofed patios, breezeways and covered walkways, halls, mechanical/utility areas, restrooms, stairs, stair towers, halls, covered decks and attics and crawl spaces having a minimum headroom of six feet (6'-0"). Attics and crawl spaces having minimum headroom of less than six feet (6'-0") are not included within the GFA.

Where Fees are calculated using Construction Costs the Township reserves the right to require the Applicant to produce suitable evidence establishing the stated Construction Costs.

Use Groups - In association with the referenced fees, the Use Group designation is derived from the ICC International Building Code. R-3 refers to occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I. R-4 refers to buildings and structures for more than 5 but not more than 16 persons, excluding staff, who reside on a 24 hour basis in a supervised residential environment and receive custodial care. All other Use groups refers to the following Use Groups; A-1, A-2, A-3, A-4, A-5, B, E, F-1, F-2, H-1, H-2, H-3, H-4, H-5, I-1, I-2, I-3, I-4, M, R-1, R-2, S-1 and S-2.

All Permit Fees are due upon issuance of permits, NOT with the Permit Application; with the exception of roof replacements, sheds, fences, and driveway expansions.

The Pennsylvania UCC Fee, as prescribed by the Pennsylvania Department of Labor and Industry, plus any Administrative Fee shall be added to all Building Permits.

All Building Permit Applications that propose a change to either the existing footprint or Use of any structure on the site in question shall be subject to a Zoning Permit and all applicable Zoning Permit Fees in addition to the Building Permit Fees.

(a) New Construction

Use Groups R-3 and R-4	\$500.00 <i>plus \$0.30 per SF of GFA</i>
All other Use Groups	\$1,000.00 <i>plus \$0.30 per SF of GFA</i>

(b) Additions/Alterations/Fit-out of Existing Space

Use Groups R-3 and R-4	\$130.00 <i>plus \$0.25 per SF</i> Minimum Fee \$200.00
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All other Use Groups \$300
plus \$0.25 per SF
 Minimum Fee \$550.00

(c) Demolition

Use Groups R-3 and R-4 \$65.00
plus \$0.25 per SF
 Minimum Fee \$130.00

All other Use Groups \$130.00
plus \$0.25 per SF
 Minimum Fee \$300.00

(d) Accessory Structures (Not associated with agricultural uses)

Uncovered Decks or Patios \$0.30 per SF
 Minimum Fee \$200.00

(Individual applications for covered decks and covered patios shall be classified as an Addition.)

Sheds, Detached Garages, Pole Barns and Temporary Buildings (>1000 sf) shall be considered New Construction. (Sheds, Pole Barns and Temporary Buildings less than one thousand square feet (<1000 sf) shall require a Zoning Permit only. Sheds, Pole Barns and Temporary Buildings over one thousand square feet (>1000 sf) shall be considered New Construction.)

(e) Accessory Structures (Associated with approved agricultural uses)

Barns, animal sheds, and similar structures when associated with properties identified as having an approved Agricultural Use as the primary Use: \$100.00 *plus* \$0.10 per sf

(f) Use and Occupancy Certificate

(New construction and changes in existing Use and Occupancy)

Each individual unit requires a Use and Occupancy Certificate (ex. residential units, multiple family dwelling units, condominium units and similar facilities that have separate and distinct individual units.)

Use Groups R-3 and R-4 and Multi-Family Dwellings (New Structure): \$100.00 per dwelling unit

All other Use Groups (New Structure): \$300.00 per unit

All other Use Groups (Fit-out/Renovations): \$100.00

Temporary Use and Occupancy Certificate for New Construction: \$200.00 per unit in addition to all other applicable costs

Copy of Use and Occupancy Certificate or Letter: \$25.00 per copy after original

is issued.

(g) Miscellaneous Renovations 2% of Construction Cost
Includes all applications not covered elsewhere within this Resolution.

(h) Swimming Pools (Pool fencing is included within permit cost)

Aboveground (Portable)	\$100.00
In ground (Permanent)	\$250.00

(i) Blasting Permit \$100.00/day \$300.00/week
Blasting Permit approval shall be issued by Zoning Officer after review by the Building Inspector, Fire Marshal and Township Engineer.

(j) Storage Tanks (Non-Residential Aboveground/Underground)
Tanks not associated with residential heating or cooking operations.

Tank Installation (Aboveground/Underground)	
0 to 10,000 Gallons:	Gallons x \$0.05 Minimum Fee \$75.00
Greater than 10,000 Gallons:	Gallons x \$0.05 Minimum Fee \$250.00

Tank Removal (Underground) \$100.00 per tank
Copies of soil and water test results, disposal ticket and closure report shall be provided to the Township.

(k) Storage Tanks (Residential Aboveground/Underground)
Oil/Propane tanks specifically associated with residential heating or cooking operations.

Tank Installation (Aboveground/Underground)	
0 to 1,000 Gallons:	Gallons x \$0.05 Minimum Fee \$60.00
Greater than 1,000 Gallons:	Gallons x \$0.05 Minimum Fee \$75.00

Tank Removal (Underground) \$50.00 per tank
Copies of soil and water test results, disposal ticket and closure report shall be provided to the Township.

(l) Fireplaces

Masonry Fireplaces	\$100.00
Pre-manufactured fireplace inserts/Wood Stoves:	\$50.00

(m) Elevators \$100.00 each
Certificate of approval from PA Department Labor and Industry shall be provided to the Township.

(n) Industrialized Housing (Mobile Home) Units Installation

Permanent Residential	\$150.00 per unit
Temporary Residential	\$50.00

(When associated with an application for a permanent single family detached dwelling. Permit may be renewed at the option of the Township each six month period, each period shall be an additional application.)

(o) Contractor Registration

Required for all construction projects not defined as a “Home Improvement” within the Commonwealth of Pennsylvania Home Improvement Consumer Protection Act undertaken within the Township including, new construction, remodeling, alterations and renovations. In addition to the General Contractor, all subcontractors employed by the builder and General Contractor are also required to be registered, including but not limited to concrete, masonry, plumbing, HVAC, electrical, framing, roofing, sprinkler and landscaping contractors. Registration period is from January 1st to December 31st. Registration is for identification and insurance verification purposes only and is not meant to attest to the competency of any contractor or subcontractor.

Annual Registration	\$75.00 per year
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(p) Commonwealth of Pennsylvania UCC Fee

As prescribed by the Commonwealth of Pennsylvania Department of Labor & Industry *Plus* \$0.50

(q) Solar Power Generating System

Uses R3 and R4 (Roof Mounted)

Where structural modifications ARE NOT required to existing structures:	\$75.00
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Where structural modifications ARE required to existing structures:	\$200.00
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Uses R3 and R4 (Ground Mounted)	\$250.00
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All Other Uses	2% of Construction Cost
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(r) Accessibility Improvements/Review \$250.00

(s) Temporary Structures

Seasonal Kiosks	\$50.00 (90 days maximum)
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Tents, Canopies, Air Supported and Similar Structures

Occupancy Capacity 0 to 100 persons:	\$100.00 for up to 3 Days <i>plus</i> \$10.00 for each additional day
--------------------------------------	--

Occupancy Capacity 101 to 500 persons:	\$150.00 for up to 3 Days <i>plus</i> \$25.00 for each additional day
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Occupancy Capacity Greater than 500 persons	\$200.00 for up to 3 Days
---	---------------------------

plus \$50.00 for each additional day

(t) Pennsylvania Uniform Construction Code Board of Appeals

Decision on any Application by a meeting as permitted under 34 PA.Code §403.122(d) and more fully defined by the By-Laws of the UCC Board of Appeals:

\$800.00

Hearings/Meetings Continued at the Request of the Applicant:

\$400.00 per Hearing/Meeting

(u) Transfer of Issued Permit

\$50.00

(Covering the Cost of transferring any previously issued permit to a different contractor.)

(v) Emergency Generator

R3 and R4 Uses

\$100.00

All Other Uses

\$250.00

(Application shall be reviewed and Approved and all Electrical Inspections associated with the application shall be performed by a by a Certified Third Party Agency Licensed by the Commonwealth of Pennsylvania Department of Labor and Industry.)

(w) Roofing and Siding Replacement on Existing Structures (All Uses)

(Based upon the Total Square Footage divided by one hundred (100) or per "Square")

1 to 10 Square

\$50.00

>10 Square

\$50.00 plus \$2.50 per Square
>10 Square

(3) Mechanical Permit Applications

All Fees referenced within this section shall be doubled if the project is started without the applicable Permits and/or Approvals.

Use Groups - In association with the referenced fees, the Use Group designation is derived from the ICC International Building Code. R-3 refers to occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I. R-4 refers to buildings and structures for more than 5 but not more than 16 persons, excluding staff, who reside on a 24 hour basis in a supervised residential environment and receive custodial care. All other Use groups refers to the following Use Groups; A-1, A-2, A-3, A-4, A-5, B, E, F-1, F-2, H-1, H-2, H-3, H-4, I-1, I-2, I-3, M, R-1, R-2, S-1 and S-2.

(a) Replacement of Existing Equipment (In kind)

Units utilizing an existing chimney and/or vent pipe to have the existing chimney and/or vent certified by a qualified professional specializing in certification of chimneys and vents with written evaluation provided to the Township. Manual J Calculations shall be submitted with the Application.

Use Groups R3 and R4

Existing Heater (Gas, Electric, Oil) or Air Conditioning Unit/Condenser:
\$50.00

All Other Use Groups
Existing Heater (Gas, Electric, Oil) or Air Conditioning Unit/Condenser:
\$100.00

Chimney Liner (All Use Groups) \$100.00

(b) New Construction (Equipment Installation)
(Manual J Calculations shall be submitted with the Application.)

Use Groups R3 and R4
Heater (Gas, Electric, Oil) or Air Conditioning Unit/Condenser:
\$50.00 for the first \$1,000 of construction cost *plus* \$20 for each additional \$1,000 of costs with a minimum fee of \$100.00.

All Other Uses
Heater (Gas, Electric, Oil) or Air Conditioning Unit/Condenser:
\$100.00 for the first \$1,000 of construction cost *plus* \$25 for each additional \$1,000 of costs with a minimum fee of \$150.00 per unit.

(c) Alterations to Existing HVAC Systems (Re-Alignment of Ductwork Only)

Use Groups R-3 and R-4 \$25.00
All other Use Groups \$100.00

(d) Commercial Kitchen Exhaust System \$250.00

(Units utilizing an existing chimney and/or vent pipe shall have the existing chimney and/or vent certified by a qualified professional specializing in certification of chimneys and vents with written evaluation provided to the Township.)

(e) Commonwealth of Pennsylvania UCC Fee

(When not associated with a Building Permit)
As prescribed by the Commonwealth of Pennsylvania Department of Labor & Industry *Plus* \$0.50

(4) Plumbing Permit Applications

All Fees referenced within this section shall be doubled if the project is started without the applicable Permits and/or Approvals.

Use Groups - In association with the referenced fees, the Use Group designation is derived from the ICC International Building Code. R-3 refers to occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I. R-4 refers to buildings and structures for more than 5 but not more than 16 persons, excluding staff, who

reside on a 24 hour basis in a supervised residential environment and receive custodial care. All other Use groups refers to the following Use Groups; A-1, A-2, A-3, A-4, A-5, B, E, F-1, F-2, H-1, H-2, H-3, H-4, I-1, I-2, I-3, M, R-1, R-2, S-1 and S-2.

Prior to a Plumbing Permit being issued, the applicant is required to present to the Township written proof that the Sewer Authority has approved the application and all applicable fees have been paid in full, where applicable.

(a) New Construction and Alterations

Use Groups R-3 and R-4	\$150.00 for first five (5) fixtures \$20.00 for each additional \$100.00 Min. per new dwelling unit
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All other Use Groups	\$200.00 for first five (5) fixtures \$20.00 for each additional \$100.00 Min. per new dwelling unit within Multi-family Facilities \$200.00 Min. for all other Use Groups
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(b) Hot Water Generator/Domestic Water Heater or Coil

(New or Replacement)	
Use Groups R-3 and R-4	\$25.00
All other Use Groups	\$30.00

(c) Boiler to Potable Water tie-In (All Use Groups) \$20.00

(d) Lawn Sprinkler System to Potable Water Tie-in (including backflow preventer)

Connections to the potable water system may only be performed by a registered master plumber.

Use Groups R-3 and R-4	\$20.00
All other Use Groups	\$50.00

(e) Fire Sprinkler System to Potable Water Tie-In

Connections to the potable water system may only be performed by a registered master plumber.

Use Groups R-3 and R-4	\$20.00
All other Use Groups	\$50.00

(f) Circulators Pumps & Sump Pumps (All Use Groups)

Under 2 H.P.	\$20.00
2 H.P. to 6 H.P.	\$30.00

6 H.P. and Greater \$60.00

(g) Sanitary Sewer and Water Laterals

New Construction

R3 and R4 Uses Sanitary Sewer Lateral \$100.00

R3 and R4 Uses Water Lateral \$100.00

All other Uses Sanitary Sewer Lateral \$200.00

All other Uses Water Lateral \$200.00

Repairs or Replacement of Existing

R3 and R4 Uses Sanitary Sewer Lateral \$100.00

R3 and R4 Uses Water Lateral \$100.00

All other Uses Sanitary Sewer Lateral \$250.00

All other Uses Water Lateral \$250.00

(h) Interceptors

All interceptors shall be inspected by the Township Engineer and are to be associated with a Land Development Application with an associated approved Developers Agreement.

(i) Sanitary Sewer Rental Fees:

Refer to Sewer Authority Fee Schedule

(j) Sanitary Sewer Connection Fee:

Refer to Sewer Authority Fee Schedule

(k) Sanitary Sewer Customer Facility Fee:

Refer to Sewer Authority Fee Schedule

(l) Sewer Certification

Refer to Sewer Authority Fee Schedule

(m) Industrialized Housing (Mobile Home) Units:

\$150.00 per unit

(n) Sanitary Sewer System Standard Construction Specifications:

Refer to Sewer Authority Fee Schedule

(o) Sewage Holding Tank

\$150.00

At the time of the Sewage Holding Tank Application the applicant shall execute an Operation and Maintenance Agreement with the Township.

(p) On-Site Septic Systems

Standard and Pressure Dose New Systems or System Replacement for Single Family Dwelling, Community Residential and Commercial Land Development (Includes Redesign/Relocation of Existing System):

\$500.00 *plus* \$125.00 for each Additional EDU (EDU = 400 GPD) (Requires

Commonwealth of PA
Permit)

(Permit Fee includes a maximum of two (2) Deep Hole Test Pits and two (2) Percolation (perc) Tests.)

Additional Deep Hole Test Pits and Perc Tests (>2) \$75.00 each (in addition to Permit Fee) (Requires Township Permit Only)

Septic Tank Replacement \$100.00 (Requires Commonwealth of PA Permit)

Modifications/Repairs to Existing Systems (D Box, Broken Lateral, etc.) \$75.00 (Requires Township Permit Only)

(q) Annual Plumbing Permit Fee \$300 per year

When the nature of the Plumbing Work is for routine repairs, maintenance or replacement the Township may issue as Annual Permit for a designated site upon the payment of the required Fee by January 31st of each year. The Annual Permit for the routine repair, maintenance or replacement of Plumbing Work and equipment may be issued to Owner(s) or occupant of a building regularly employing one or more licensed plumber on the premises. Each holder of an Annual Permit shall maintain a record of all work in the nature of replacement or repairs and request inspections.

(r) Commonwealth of Pennsylvania UCC Fee
(When not associated with a Building Permit)
As prescribed by the Commonwealth of Pennsylvania Department of Labor & Industry *Plus* \$0.50

(s) Natural Gas Service to Emergency Generator
(Utility Service Provider approval shall accompany Application)

R3 and R4 Uses \$50.00
All Other Uses \$150.00

(5) Fire Protection Systems and Hazardous Equipment

All Fees referenced within this section shall be doubled if the project is started without the applicable Permits and/or Approvals.

(a) Fire Suppression and Detection (New or Re-Aligned)

1 to 20 Sprinkler Heads or Smoke/Heat Detectors	\$200.00
21 to 100 Sprinkler Heads or Smoke/Heat Detectors	\$500.00
101 to 200 Sprinkler Heads or Smoke/Heat Detectors	\$1,000.00
200 to 400 Sprinkler Heads or Smoke/Heat Detectors	\$1,500.00
401 and greater Sprinkler Heads or Smoke/Heat Detectors	\$2,000.00

(b) Plan Review Cost

In addition to the above referenced per head costs, the applicant shall pay the Township for the actual costs of Plan Review for each system proposed, plus a fifteen percent (15%) Administrative Fee, that were incurred for Engineering and/or Third Party Plan Review of the Application. Additional outside Plan Review shall be at the sole discretion of the Building Inspector/Building Code Official, Zoning Officer or Township Engineer.

(c) Non-Residential Kitchen Hood Suppression System \$500.00

(d) Fire Report from Fire Marshal \$100.00 *plus* \$20.00 per page/per copy \$250 per CD

(e) All other Inspections, not referenced herein, performed by Building Inspector, Fire Inspector and/or Fire Marshal
Inspection Cost \$85.00 per hour, 1 hour minimum

(f) Fireworks Permit \$200.00/per display
Fireworks Permit shall be issued by Zoning Officer after review by Fire Marshal.

(g) Fire Code Operational and Construction Permits not included elsewhere in this Fee Schedule \$100.00

(h) Commonwealth of Pennsylvania UCC Fee
(When not associated with a Building Permit)
As prescribed by the Commonwealth of Pennsylvania Department of Labor & Industry *Plus* \$0.50

(6) Electrical Permits

All Fees referenced within this section shall be doubled if the project is started without the applicable Permits and/or Approvals.

Use Groups - In association with the referenced fees, the Use Group designation is derived from the ICC International Building Code. R-3 refers to occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I. R-4 refers to buildings and structures for more than 5 but not more than 16 persons, excluding staff, who reside on a 24 hour basis in a supervised residential environment and receive custodial care. All other Use groups refers to the following Use Groups; A-1, A-2, A-3, A-4, A-5, B, E, F-1, F-2, H-1, H-2, H-3, H-4, I-1, I-2, I-3, M, R-1, R-2, S-1 and S-2.

(a) New Construction and Alterations

Use Groups R-3 and R-4	\$100.00
All Other Uses	\$250.00

(All Plan Review and Inspections shall be performed by a Certified Third Party Agency licensed by the Commonwealth of Pennsylvania Department of Labor and Industry with Approvals provided to the Township.)

- (b) Commonwealth of Pennsylvania UCC Fee
 (When not associated with a Building Permit)
 As prescribed by the Commonwealth of Pennsylvania Department of Labor & Industry *Plus*
 \$0.50

(7) Control of Alarms

- (a) Fire Alarm Registration Fee - per Alarm \$25.00 one time fee
 Fire Alarm Registrations are issued by and through the Fire Marshal and by the Zoning Officer to qualified applicants.
- (b) Emergency Alarm Registration Fee - per Alarm \$25.00 one time fee
 Emergency Alarm Registrations are issued by and through the Lower Salford Township Police Department to qualified applicants.
- (c) Alarm Penalty Fee for False/Accidental Alarms with Police/Fire Response
 (Fee is assessed for a twelve (12) month period.)

1 to 3 False Alarms	\$50.00 per alarm
4 to 6 False Alarms	\$100.00 per alarm
6 or more False Alarms	\$500.00 per alarm
- (d) Registration Fee for the Operation of an Alarm Business
 (Defined as a Central Station/Office for receiving and distributing alarms signals.)

First year	\$100.00
Succeeding years	\$50.00

B. SIGNS

- (1) Permanent Residential Sign: \$35.00
- (2) Permanent Non-Residential Sign: \$75.00
- (3) Temporary Sign: \$50.00

C. ZONING HEARING BOARD APPLICATIONS

- (1) Residential: \$300 *plus* 1/2 stenographic fees
- (2) Nonresidential: \$900 *plus* 1/2 stenographic fees

All applications: \$150 *plus* 1/2 stenographic fees for each continued or additional hearing necessitated by applicant.

D. CONDITIONAL USE APPLICATIONS

- (1) Application Fee \$1,000.00
- (2) Escrow \$5,000.00

All applications: 1/2 the stenographic fees for the first hearing. An applicant shall also pay an additional fee of \$250.00 *plus* 1/2 the stenograph fees for each continued or additional hearing necessary to complete the testimony related to the application.

E. ZONING ORDINANCE AMENDMENT OR ZONING MAP AMENDMENT

(1) <u>Application Fee</u>	\$1,000.00
(2) <u>Escrow</u>	<u>\$2,500.00</u>

All applications: 1/2 stenographic fees, *plus* \$250, *plus* 1/2 stenographic fees for each continued or additional hearing necessitated by applicant.

F. CURATIVE AMENDMENT OR PROCEDURAL AND SUBSTANTIVE VALIDITY CHALLENGE TO ZONING ORDINANCE OR ZONING MAP:

(1) <u>Application Fee</u>	\$2,500.00
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All applications: 1/2 stenographic fees, *plus* \$250, and 1/2 stenographic fees for each continued/additional hearing necessitated by applicant.

G. SUBDIVISION AND LAND DEVELOPMENT:

(1) Lot line adjustment, simple conveyance and minor residential subdivision up to and including two lots: \$50

(2) Residential subdivision and/or land development: a general fee of \$500, *plus* \$100 for each lot in excess of five lots.

(3) Nonresidential subdivisions: a general fee of \$500, *plus* \$200 for each lot of the subdivision.

(4) Nonresidential land developments: a general fee of \$500, *plus* \$100 per acre, or part of, disturbed over five acres.

(5) At the time of filing a subdivision or land development application, in addition to those fees required for administration and review of the subdivision or land development plan, the applicant shall be required to deposit with the Township such escrow accounts as are set forth in the escrow deposit schedule below. Until such time as all applicable fees and required escrow deposits have been received by the Township, the application shall not be deemed complete nor officially received for review. It shall not be necessary for the escrow amount to be deposited by the Township in an interest-bearing account, but any unused portions of the escrow shall be returned to the applicant at such time as the subdivision or land development application is approved, denied or withdrawn. The amounts required to be deposited by the applicant shall be in accordance with the following schedule:

Use	Initial Deposit
Lot Line Adjustment with no new development	\$1,500 <u>\$2,500</u>
Minor subdivision (3 lots or fewer)	\$5,100

Major subdivision (4 to 10 lots inclusive)	\$10,000, <i>plus</i> \$420 per lot for each lot in excess of 3 lots
Major subdivision (in excess of 10 lots)	\$14,200
Land development plan	\$10,000

(6) In all cases, the applicant shall be responsible for 100% of all professional fees incurred in the course of reviewing a subdivision or land development plan and may be required to post additional escrow deposits as a condition for further review of such plans in the event the initial deposits are exhausted.

H. WAIVER OF FORMAL SUBDIVISION AND LAND DEVELOPMENT REVIEW

(1) <u>Application Fee</u>	\$1,000.00
(2) <u>Escrow</u>	\$5,000.00

I. SKETCH PLAN

<u>(1) Application Fee</u>	<u>\$1,000.00</u>
<u>(2) Escrow</u>	<u>\$5,000.00</u>

J. GRADING PERMIT

(1) Application Fee	\$1,000.00
(2) Escrow	\$1,500.00 <u>\$3,000.00</u>

K. ANNUAL FIRE SAFETY INSPECTIONS OF ALL NONRESIDENTIAL STRUCTURES AND UNITS

\$35 for up to 5,000 square feet; re-inspections shall be based on a fee of \$25 per hour.

L. INSPECTION:

\$50 per hour in addition to permit fee.

M. SEWAGE FACILITIES PLANNING MODULES:

For the review of Sewage Facilities Planning Module Applications:

(1) <u>Application Fee:</u>	\$750.00
(2) <u>Escrow:</u>	\$1,000.00

N. PUBLICATION/SERVICES FEES:

(1) <u>Zoning Ordinance:</u>	\$45.00
(2) <u>Subdivision and Land Development Ordinance:</u>	\$25.00
(3) <u>Complete codified ordinances:</u>	\$300.00
(4) <u>Engineering standards:</u>	\$2.00
(5) <u>Community path, open space, comprehensive plan:</u>	\$20.00
(6) <u>Zoning Map:</u>	\$3.00
(7) <u>Copies:</u>	\$0.25 per sheet.



February 16, 2023
Via: FedEx – Priority

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Mike Beuke
Phone: (215) 256-4869
Email: mbeuke@lowersalfordtownship.org

Re: Preliminary Land Development Submission
Proposed Development
355 Maple Avenue
Lower Salford Township
Montgomery County, PA
PAC220039.00

Dear Mike:

With regard to the above referenced project, enclosed please find the following for your review and approval:

- One (1) copy of the Waiver Request Letter dated 2/16/2023.
- One (1) copy of the Traffic Evaluation prepared by Traffic Planning and Design, Inc, dated 11/9/2023.

Below please find an itemized response to the Preliminary Land Development Review received from McMahon Associates, Inc., dated December 7, 2022. Our responses are noted in **bold**.

General Items

1. The applicant's engineer must put together a letter with the land development package, etc. that provides a response on how each comment has been addressed, and where each can be located in the submission. For ease of reference, please refer to the overall Drawing/Page Number for any comment that addresses a modification to the land development plan set or to the section of the traffic impact assessment, if applicable.

Response: Noted. A response letter addressing each comment along with the location of the modification (as necessary) has been included below.

Land Development Plans

1. Please provide information on how the building will be used and/or subdivided to serve multiple tenants consistent with the uses within the Administrative Office Zoning District as no details are provided on the plans in accordance with Section 142-15.B.(11) of the SALDO. This information is necessary to determine if the building has been subdivided in accordance with the zoning requirements, adequate parking is provided, and/or a traffic impact study is required for the redevelopment of the site in accordance with Section 142-137 of the SALDO. Please also refer to Section 142-50.(8) of the SALDO regarding existing buildings within non-residential districts.

Response: The entire building is currently occupied as an office use. The parking calculation has been provided based on this use. The adopted text amendment made no change to the parking requirement.

2. Provide all dimensions, labels, etc. required for preliminary plans according to Section 142-15 of the SALDO are provided for all existing and proposed features, including the existing surrounding streets (legal right-of-way, ultimate right-of-way, cartway widths, driveway widths, radius, etc.). Dedication of the ultimate right-



1515 Market Street, Suite 920
Philadelphia, PA 19102
267.402.3400

February 16, 2023
Via: FedEx – Priority

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Mike Beuke
Phone: (215) 256-4869
Email: mbeuke@lowersalfordtownship.org

Re: Preliminary Land Development Submission
Proposed Development
355 Maple Avenue
Lower Salford Township
Montgomery County, PA
PAC220039.00

Dear Mike:

On behalf of Velocity Venture Partners, LLC, the following waivers are hereby requested from the Township of Lower Salford Subdivision and Land Development Ordinance and Lower Salford Township Engineering Standards as listed below:

1. A waiver from SALDO Section §142-18.F to allow the submission of Preliminary/Final Land Development Plans in lieu of separate Preliminary and Final Plan submissions. Due to the complexity of the project, it is not anticipated that the proposed use will require a separate review of preliminary and final plans.
2. A partial waiver from SALDO Section §142-41 is requested yet recognizes its part in the pedestrian connectivity plan for the Township. A waiver is requested for curbs, sidewalks and stormwater along all the frontages and proposes evaluating macadam trail connection points (with no curb and stormwater) along portions of Maple and Oak which the timing could be deferred to overlap with other sidewalk/trail improvements. This will provide the most meaningful contribution in addition to the existing trail system on the property.
3. A waiver from LSTES Section §107.2.D to allow for pipe sizes to be less than 18" in diameter. The design utilizes a few trench drains which typically drain to smaller pipes. In addition, based on the stormwater conveyance calculations, pipe sizes of less than 18" are proposed as there is a smaller capacity flowing to these pipes. These pipes have been designed to convey the 100-year storm event. Finally, the proposed pipes are tying into an existing 15" pipe so these proposed pipes should not be any greater than 15" to safely convey the stormwater flow.
4. A waiver from LSTES Section §107.5.A to allow for pipes to be constructed using HDPE material. The HDPE pipe provide similar water-tight properties for ease of construction and conveyance qualities for design purposes. All HDPE pipes proposed are located on the subject property.

Upon review, should you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

BOHLER ENGINEERING PA, LLC

Lindsey Breylinger, Senior Project Manager



TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

November 9, 2022

Mr. John Fiore
Velocity Venture Partners, LLC
1 Belmont Avenue, Suite 520
Bala Cynwyd, PA 19004

RE: 355 Maple Avenue – Traffic Evaluation
Lower Salford Township, Montgomery County, PA
TPD No. VVPL.00003

Dear John:

As requested, Traffic Planning and Design, Inc. (TPD) has conducted a preliminary traffic evaluation for the property located at 355 Maple Avenue in Lower Salford Township, Montgomery County, PA. The subject property is currently occupied by a 119,592 square foot (sf) single-tenant office building, and is proposed to be replaced by 59,800 square feet of manufacturing space, 23,900 square feet of warehousing space, and 35,892 square feet of general office space. The following information has been compiled for the purposes of providing a comparative analysis of the traffic of the existing land use and proposed land use.

Trip Generation

Trip generation rates for the land uses were obtained from the manual *Trip Generation*, Eleventh Edition, 2021, an Institute of Transportation Engineers (ITE) Informational Report. The trip generation equations/rates are shown in **Table 1**, and the trip generation comparison for the land use options are summarized in **Table 2**.

TABLE 1
ITE TRIP GENERATION DATA

Land Use	ITE #	Time Period	Equations/Rates	Entering %	Exiting %
Existing Land Use					
Single-Tenant Office Building (119,592 sf)	715	Weekday A.M. Peak Hour	$T = 1.89*(X) - 7.67$	89%	11%
		Weekday P.M. Peak Hour	$T = 1.72*(X) + 7.89$	15%	85%
		Weekday (24-Hour Total)	$T = 8.04*(X) + 550.49$	50%	50%
Proposed Land Use					
Manufacturing (59,800 sf)	140	Weekday A.M. Peak Hour	$T = 0.68*(X)$	76%	24%
		Weekday P.M. Peak Hour	$T = 0.74*(X)$	31%	69%
		Weekday (24-Hour Total)	$T = 4.75*(X)$	50%	50%
Warehousing (23,900 sf)	150	Weekday A.M. Peak Hour	$T = 0.17*(X)$	77%	23%
		Weekday P.M. Peak Hour	$T = 0.18*(X)$	28%	72%
		Weekday (24-Hour Total)	$T = 1.58*(X) + 38.29$	50%	50%
General Office (35,892 sf)	710	Weekday A.M. Peak Hour	$\ln(T) = 0.86*\ln(X)+1.16$	88%	12%
		Weekday P.M. Peak Hour	$\ln(T) = 0.83*\ln(X)+1.29$	17%	83%
		Weekday (24-Hour Total)	$\ln(T) = 0.87*\ln(X)+3.05$	50%	50%

$T = \text{Trips}$
 $X = \text{KSF}$

TABLE 2
TRIP GENERATION COMPARISON

Development Options	New Trips		
	Total	Enter	Exit
Weekday A.M. Peak Hour			
Previous Use	218	194	24
Proposed Uses			
Manufacturing	41	31	10
Warehousing	4	3	1
General Office	69	61	8
<i>Total</i>	114	95	19
Difference	-104	-99	-5
Weekday P.M. Peak Hour			
Previous Use	214	32	182
Proposed Uses			
Manufacturing	44	13	31
Warehousing	4	1	3
General Office	71	12	59
<i>Total</i>	119	26	93
Difference	-95	-6	-89
Weekday (24-Hour Total)			
Previous Use	1512	756	756
Proposed Uses			
Manufacturing	284	142	142
Warehousing	76	38	38
General Office	476	238	238
<i>Total</i>	836	418	418
Difference	-676	-338	-338

As indicated in **Table 2**, the proposed uses will generate fewer new trips than the former single tenant office use during the Weekday A.M. peak hour, Weekday P.M. peak hour and on a daily basis.

TRAFFIC PLANNING AND DESIGN, INC.



Greg Richardson, P.E.
Executive Vice-President
GRichardson@TrafficPD.com

Applicant Request for County Review

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.



Date: December 20, 2022
 Municipality: Lower Salford Township
 Proposal Name: Reeves Accessory Structure
 Applicant Name: Michael and Courtney Reeves
 Address: 610 Lederach Station Way
 City/State/Zip: Harleysville, PA, 19438
 Phone: 610-256-8708
 Email: mike@gsipoolfinishes.com

Applicant's Representative: Richard C. Mast, P.E.
 Address: 658 Harleysville Pike, Suite 150
 City/State/Zip: Harleysville, PA, 19438
 Business Phone (required): (215) 513-2100
 Business Email (required): rmast@rcmaonline.com

Type of Review Requested:

(Check All Appropriate Boxes)

- Land Development Plan
- Subdivision Plan
- Residential Lot Line Change
- Nonresidential Lot Line Change
- Zoning Ordinance Amendment
- Zoning Map Amendment
- Subdivision Ordinance Amendment
- Curative Amendment
- Comprehensive / Other Plan
- Conditional Use
- Special Review*

*(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)

Type of Plan:

- Tentative (Sketch)
- Preliminary / Final

Type of Submission:

- New Proposal
- Resubmission*

* A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.

Zoning:

Existing District: R-1A Residential District
 Special Exception Granted Yes No
 Variance Granted Yes No For _____

Plan Information:

Tax Parcel Number(s) _____
50-00-01630-12-9

Location (address or frontage) 610 Lederach Station Way
 Nearest Cross Street Salfordville Road
 Total Tract Area 1.86 Ac.
 Total Tract Area Impacted By Development 0.40 Acres

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New		Senior Housing		Open Space Acres*	Nonresidential New Square Feet
	Lots	Units	Yes	No		
Single-Family	0					
Townhouses/Twins						
Apartments						
Commercial						
Industrial						
Office						
Institutional						
Other						

*Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.

Additional Information: _____
Proposal is for construction of a residential accessory structure that exceeds 30% of the principal building area, which is permitted by Conditional Use.

IMPERVIOUS COVER DATA
 IMPERVIOUS COVER CALCULATIONS

LOT AREA TO ULTIMATE RIGHT-OF-WAY	EXISTING	TO BE REMOVED	PROPOSED	TOTAL
IMPERVIOUS COVER:	2,033.5 SF	3,203.5 SF	2,509.8 SF	4,203.3 SF
ROADS AND PARKING:	610.0 SF	249.0 SF	360.0 SF	369.0 SF
WATERWAYS:	0.0 SF	0.0 SF	0.0 SF	0.0 SF
BUILDING COVERAGE (%):	28.5%	24.9%	22.4%	23.4%
EXISTING IMPERVIOUS COVERAGE (%):	34.6%	33.4%	28.4%	28.4%
PROPOSED IMPERVIOUS COVERAGE (%):	30.0%	28.4%	24.7%	24.7%

GENERAL NOTES

- CONTRACT INFORMATION: DRAWING FROM A RESUBMITTED PLANNING PERMIT PREPARED BY ARCHITECTURE AND INTERIOR DESIGN, INC. (AID) FOR THE USE OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.
- NO CONSTRUCTION SHALL BE PERMITTED WITHOUT THE NECESSARY PERMITS FROM THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.
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LEGEND

PROPOSED FEATURES LEGEND

- PROP. LOT LINE
- PROP. RIGHT-OF-WAY
- PROP. CENTERLINE
- PROP. DRIVE
- PROP. DRIVE ALLEYS
- PROP. SIDEWALKS
- PROP. DRIVE CURBS
- PROP. DRIVE CURBS
- PROP. DRIVE CURBS
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CONSTRUCTION NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.
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TAX PARCEL DATA

PARCEL NO. 5000R0303
 BLOCK, LOT 111
 DEED BOOK 594, PAGE 1029
 PARCEL ADDRESS 610 LEDERACH STATIONWAY
 ZONING DISTRICT R1A RESIDENTIAL DISTRICT
 OWNER OF RECORD MICHAEL AND COURTNEY REEVES
 (AND APPLICANT) 1511 S. WYOMING AVE. UNIT 401, SALT LAKE CITY, UT 84143

ZONING DATA

CROSS TRACT AREA (TO TRILL LANE) - 1.88 ACRES

NOTES

- (1) RESIDENTIAL ACCESSORY USE: THIS PROJECT IS A RESIDENTIAL ACCESSORY USE AS PERMITTED BY SECTION 1001 OF THE ZONING REGULATIONS.
- (2) THE PROJECT IS SUBJECT TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PERMITTING PROCESS.
- (3) THE PROJECT IS SUBJECT TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PERMITTING PROCESS.
- (4) THE PROJECT IS SUBJECT TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION PERMITTING PROCESS.

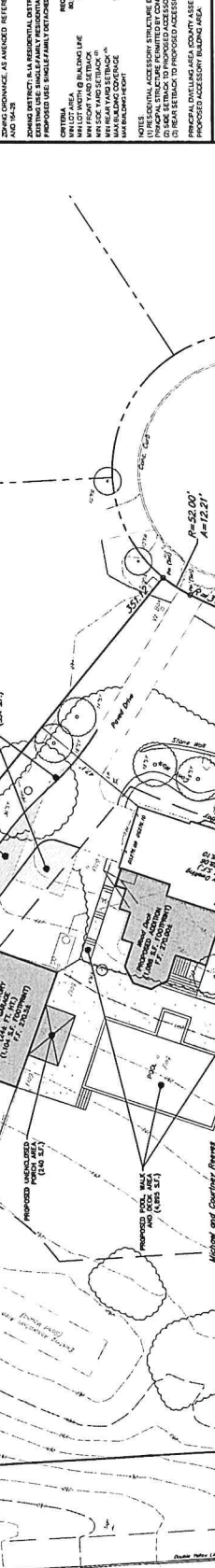
UNDERGROUND UTILITY NOTE

LOCATION OF EXISTING UTILITIES SHOWN AS PER THE RECORD DRAWINGS AND FIELD SURVEY. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE PROTECTED BY CONCRETE ENCASEMENT.

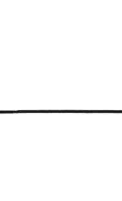
UNDERGROUND UTILITY NOTE

EXISTING UTILITIES: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

PROPOSED UTILITY: 10" WATER, 8" GAS, 4" SEWER, 12" WATER



SITE LOCATION MAP 1"=2000'



UNDERGROUND UTILITY NOTE

EXISTING UTILITIES: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

PROPOSED UTILITY: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

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 BLOCK, LOT 111
 DEED BOOK 594, PAGE 1029
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UNDERGROUND UTILITY NOTE

EXISTING UTILITIES: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

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UNDERGROUND UTILITY NOTE

EXISTING UTILITIES: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

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UNDERGROUND UTILITY NOTE

EXISTING UTILITIES: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

PROPOSED UTILITY: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

UNDERGROUND UTILITY NOTE

EXISTING UTILITIES: 10" WATER, 8" GAS, 4" SEWER, 12" WATER

PROPOSED UTILITY: 10" WATER, 8" GAS, 4" SEWER, 12" WATER



DCNR-C2P2	Applicant Information (* indicates required information)	
Applicant/Grantee Legal Name: LOWER SALFORD TOWNSHIP	Web Application ID: 2006207	
Project Title: Bioretention Basin		

WHEREAS, **LOWER SALFORD TOWNSHIP** ("Applicant") desires to undertake the project, "**Bioretention Basin**" ("Project Title"); and

WHEREAS, the applicant desires to receive from the Department of Conservation and Natural Resources ("Department") a grant for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and

WHEREAS, the applicant understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department **if the applicant is awarded a grant**; and

NOW THEREFORE, it is resolved that:

1. The grant application may be electronically signed on behalf of the applicant by "**Michele Fountain**" who, at the time of signing, has a **TITLE** of "**Project Coordinator** " and the email address of "**mafountain@cksengineers.com**".
2. If this Official signed the Grant Application Electronic Authorization prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the applicant is awarded a grant, the Grant Application Electronic Authorization, signed by the above Official, will become the applicant/grantee's **executed** signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.
4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the "**TITLE**" specified in paragraph 1 and the grantee will be bound by the amendment.

I hereby certify that this Resolution was adopted by the

Lower Salford Township, Montgomery County Board of Supervisors

(identify the governing body of the applicant, e.g. city council, borough council, board of supervisors, board of directors)

of this applicant, this 1st day of March, 2023.

(signature of the governing body)

LOWER SALFORD TOWNSHIP HARLEYSVILLE COMMUNITY PARK BIORETENTION BASIN PROJECT COST ESTIMATE					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT PRICE	TOTAL ITEM PRICES
CONSTRUCTION COSTS					
1.	Install Erosion and Sedimentation Controls	1	LS	\$ 13,125.00	\$ 13,125
2.	Clear site and remove tree. Demo existing pipes and storm inlet.	1	LS	\$ 8,925.00	\$ 8,925
3.	Earthwork, excavation, backfill and final grading	1	LS	\$ 29,400.00	\$ 29,400
4.	Temporary/permanent seeding and mulch	21,350	SF	\$ 1.31	\$ 28,022
5.	Anti-seep collars	2	EA	\$ 3,675.00	\$ 7,350
6.	Planting Soil	280	CY	\$ 19.00	\$ 5,320
7.	AASHTO #3 clean stone	280	CY	\$ 44.00	\$ 12,320
8.	Export excess fill	1,080	CY	\$ 26.00	\$ 28,080
9.	6" PVC Underdrain and Cleanouts	220	LF	\$ 32.00	\$ 7,040
10.	Basin outlet structure	1	LS	\$ 7,035.00	\$ 7,035
11.	Concrete flared end section	1	LS	\$ 3,935.00	\$ 3,935
12.	Riprap apron	1	LS	\$ 2,625.00	\$ 2,625
13.	Basin plantings and landscaping	1	LS	\$ 7,600.00	\$ 7,600
14.	Emergency spillway lining	1	LS	\$ 2,500.00	\$ 2,500
15.	Demolish existing sanitary sewer lateral	1	LS	\$ 7,875.00	\$ 7,875
16.	Educational signage and materials	1	LS	\$ 10,500.00	\$ 10,500
17.	Construction stakeout	1	LS	\$ 4,475.00	\$ 4,475
CONSTRUCTION SUBTOTAL					\$ 186,127
CONTINGENCY (15%)					\$ 27,919
ENGINEERING DESIGN AND PREPARATION OF BID DOCUMENTS (15%)					\$ 27,919
TOTAL PROJECT COST					\$ 241,965



Sanitary Cleanout?

283
286
287
288
289
290
291
292
293
294

4"x4" Inlet
Inv. In 284.50
Inv. Out 280.45

Type M Inlet
TG 284.00
Inv. In 282.27

Type M Inlet
TG 285.10
Inv. In 283.86

Walking Path

Paved Parking Area

Path

Type M Inlet
TG 289.80
Inv. 286.25

Pavillion

Playground

Playground

Prepared by/Return to:

James J. Garrity, Esquire
Andrew R. Freimuth, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 100
Blue Bell, PA 19422

Parcel No.:

50-00-01942-00-6

**INDEMNITY AGREEMENT CONCERNING A PENNDOT
HIGHWAY OCCUPANCY PERMIT FOR STORMWATER
MANAGEMENT FACILITIES LOCATED IN THE STATE RIGHT-OF-
WAY**

THIS AGREEMENT is made this ____ day of _____, 2023, by and between **KEITH A. BERGMAN AND KAREN D. BERGMAN**, adult individuals with an address of 605 Hammersmyth Court, Harleysville, Pennsylvania 19438 (collectively, the “Developer”) and **LOWER SALFORD TOWNSHIP**, 379 Main Street, Harleysville, Montgomery County, Pennsylvania 19438 (the “Township”).

W I T N E S S E T H :

WHEREAS, Developer is the owner of a certain tract of ground consisting of an aggregate of approximately 47,009 square feet (net) located at 841 Main Street, and more particularly identified as Montgomery County Tax Parcel No. 50-00-01942-00-6 (the “Property”); and

WHEREAS, Developer intends to demolish the existing accessory structures on the Property, retain the existing dwelling and construct three, two-family buildings (each having a building footprint of 1,288 square feet), a 2,400 square foot footprint (4,800 square foot total

area) office building, associated parking, stormwater management and related improvements (hereinafter, the “Development”); and

WHEREAS, Developer desires to construct certain stormwater management facilities upon, under and through Main Street, which is a state right-of-way, to collect or carry stormwater from the Development; and

WHEREAS, the Pennsylvania Department of Transportation (“PennDOT”), in accordance with Section 421 of the Pennsylvania State Highway Law, 36 P.S. § 670-421, has adopted a policy requiring any application for a Highway Occupancy Permit (“HOP”) for stormwater management facilities proposed to be located in a state right-of-way to be submitted by the Township, or the Township and Developer as co-applicants; and

WHEREAS, this same PennDOT policy directs that any HOP shall include conditions that the proposed stormwater management facilities shall be the primary responsibility of the Township and that any co-applicant or other party may be required to be responsible for design, construction, future maintenance, repair, replacement and reconstruction of costs associated with such facilities or required to provide funding to the Township to offset future maintenance, repair, replacement and reconstruction costs associated with the such facilities installed pursuant to the HOP; and

WHEREAS, Developer and Township agree that, at the option of the Township, either (a) the Township, or (b) the Township and the Developer, shall file an application for a HOP for the Property and the Development; and

WHEREAS, Developer and Township now desire, through this Agreement, to allocate the rights and responsibilities between each other for the maintenance, repair, replacement and reconstruction cost of the stormwater management facilities constructed in the state right-of-way

as part of the Development, in the event that PennDOT issues the requested HOP, and to provide for the Developer's indemnification of the Township for any and all liability related to the matters set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and further intending to be legally bound thereby, the parties hereto agree as follows:

ARTICLE I
PLANNING, CONSTRUCTION, AND MAINTENANCE RESPONSIBILITIES

1.1 Developer agrees to be responsible, at its own cost and expense, for the design, construction and maintenance of the stormwater management facilities proposed to be located in the state right-of-way as part of the Development, as well as the preparation and submission of the application to PennDOT for the associated HOP.

1.2 Developer agrees that any design of such facilities shall comply with all applicable building and other codes, industry standards, and laws.

1.3 Developer agrees that, for the purpose of ensuring compliance with Township ordinances and regulations, the Township, its engineer and its traffic consultant, shall have the right to review and make changes to the proposed design of the stormwater management facilities and to the proposed application for the associated HOP before submission to PennDOT. Developer agrees to reimburse the Township for reasonable costs of the Township's review of the designs and application, in accordance with the procedures set forth in Pennsylvania Municipalities Planning Code, 53 P.S. §§10101, *et seq.* ("MPC").

1.4 Upon receipt of the HOP and approval of the plans for the Development by the Township ("Township Approval"), Developer agrees to construct the stormwater management facilities permitted by the HOP and the Township Approval, in accordance with the HOP, the

Township Approval and any other required permits for the Development.

1.5 Developer, on behalf of itself and its successors and assigns, hereby agrees that the sole future responsibility for all mowing, maintenance, repair, reconstruction and replacement of installed stormwater management facilities permitted by the HOP and the Township Approval shall be borne by the Developer, or its successor and assigns, so that all such installed stormwater management facilities shall be kept in good working order at all times acceptable to PennDOT and the Township. As part of the Township Approval, the Developer or the owner of the Property at the time of said approval, may, in the sole discretion of the Township, be required to enter into and record against the Property a stormwater operations and maintenance agreement concerning all stormwater management facilities required as part of the Development, including the facilities located within the state right-of-way pursuant to the HOP.

1.6 To the full extent permitted by law, Developer, on behalf of itself and its successors and assigns, agrees to indemnify, defend and hold harmless the Township and its professional advisors, agents, servants, workmen, contractors, subcontractors and employees from and against all suits, claims, actions, damages, losses and expenses, including, but not limited to, attorneys' fees, and all suits, claims, actions, workers' compensation claims, damages, losses and expenses brought by any third parties, and/or employees of Developer or contractors and subcontractors of Developer, and from all costs or liabilities to which the Township may be held responsible, and for any injury or alleged injury to the person or property of another resulting from negligence or carelessness arising out of or resulting from the construction, operation, or failure of the installed stormwater management facilities that are the subject of the HOP.

1.7 In the event that the Township receives notice from PennDOT that maintenance, repair, reconstruction or replacement work on the stormwater facilities is

necessary, Township shall provide a copy of such notice to the Developer and the Developer shall commence the work required by PennDOT within ten (10) days of receipt of such notice and shall thereafter diligently pursue the completion of such work. Notwithstanding the above language of Section 1.7, Developer's obligation to commence work within ten (10) days of receipt of notice from the Township shall not apply in the event that (a) PennDOT agrees to allow Developer more than ten (10) days to commence work, or (b) weather conditions prohibit commencement of work within ten (10) days. In the event that Developer, or its successors or assigns, neglects, fails or refuses to maintain, repair, replace or reconstruct the installed stormwater management facilities as necessary, or when the Township or PennDOT determines that maintenance, repair, replacement or reconstruction is necessary, then the Township may enter upon the Property and take appropriate action, as determined in the sole discretion of the Township. Thereafter, the Township shall charge the Developer, or its successors or assigns, as appropriate, the costs incurred by the Township in performing the maintenance and repair obligations hereunder and the Developer, its successors and assigns, shall be obligated to reimburse the Township for all such costs within ten (10) days of receipt of such written request. Failure to timely reimburse the Township as required by this paragraph shall entitle the Township to place a lien (in any manner provided for by law) upon the Property or properties whose obligations under this Agreement were satisfied or take any other enforcement action permitted by law to recover the costs of the Township's actions, including administration, attorney and engineering fees, together with any additional payment authorized by law.

ARTICLE II
DEVELOPER'S SECURITY

2.1. If financial security is not otherwise required by PennDOT, at the sole discretion of the Township, Developer shall be required to post satisfactory financial security as required

by the MPC prior to the recording of plans approved by the Township depicting the stormwater management facilities proposed in the HOP.

ARTICLE III
GENERAL TERMS

3.1. This Agreement shall be deemed a covenant running with the land and shall be binding upon the successors and assigns of the Township and the Developer, and all rights under it will be binding on and inure to the benefit of and be enforceable by such successors and assignees. Every person who acquires title to any portion of the Property does and shall inclusively be deemed to have consented to the conditions and covenants contained herein, whether or not any reference to these covenants is contained in the instrument by which such person acquired an interest in such property, or any portion thereof, and shall be bound to maintain the stormwater management facilities in accordance with this Agreement. This Agreement may not be assigned without the prior written consent of the Township, which consent shall not be unreasonably delayed, conditioned or withheld.

3.2. All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

If to the **Developer**, addressed to:

Keith A. Bergman and Karen D. Bergman
605 Hammersmyth Court
Harleysville, Pennsylvania 19438

If to the **Township**, addressed to:

Lower Salford Township
Attn: Township Manager
379 Main Street
Harleysville, PA 19438

With a copy to:

James J. Garrity, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

3.3. All of the parties to this Agreement hereby consent to the exclusive jurisdiction of the Montgomery County Court of Common Pleas, Commonwealth of Pennsylvania, with respect to any dispute arising in connection with this Agreement or the enforcement thereof.

3.4. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

3.5. This Agreement represents the entire understanding of the parties with respect to the subject matter of this agreement and supersedes all prior agreements, contracts, understandings, negotiations and other arrangements between the parties.

3.6. This Agreement may be amended, modified, supplemented or revoked only by the written agreement between the parties, which shall be duly recorded in the Office of the Recorder of Deed of Montgomery County, Pennsylvania.


3.7. Developer shall promptly notify the Township of any material changes in ownership of Developer and/or the Development and provide any information about that change in ownership reasonably required by the Township.

3.8. Developer and the Township agree that this Agreement shall be recorded in the Montgomery County Recorder of Deeds Office, the cost of which shall be borne by the Developer.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the on the day and year first above written.

DEVELOPER:

By: 

Keith A. Bergman

By: 

Karen D. Bergman

TOWNSHIP:

LOWER SALFORD TOWNSHIP

By: _____
Christopher R. Canavan, Vice Chairman
Board of Supervisors

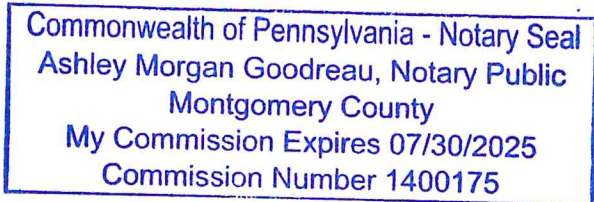
Attest: _____
Joseph S. Czajkowski, Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 21st day of February, 2023, before me, the undersigned officer, a Notary Public, personally appeared **Keith A. Bergman**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of himself for the purposes therein contained.

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



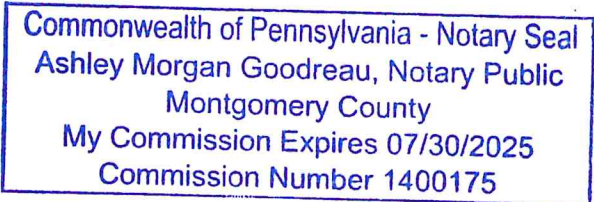
Ashley Goodreau
Notary Public

My Commission Expires: 7/30/25

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 21st day of February, 2023, before me, the undersigned officer, a Notary Public, personally appeared **Karen D. Bergman**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same on behalf of herself for the purposes therein contained.

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



Ashley Goodreau
Notary Public

My Commission Expires: 7/30/25



February 16, 2023

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

RE: Request for Fire Police Support/ Towamencin Day / Fischer's Park – May 13th

Dear ^{Joe} Joseph,

Towamencin Township is requesting the assistance of the Lower Salford Township Fire Police for the control of traffic and pedestrian safety during "Towamencin Community Day" that is scheduled for Saturday, May 13, 2023 from 10:00 am to 4:00 pm at Fischer's Park on Bustard Road. The event has traditionally attracted up to 900 to 1100 participants and vendors.

Your support in this matter is greatly appreciated.

Respectfully,


David Kraynik
Township Manager

Cc: Towamencin Township Board of Supervisors
Chief Troxel, Towamencin Police Department
Fritz Blum, Towamencin Fire Police
Katie Cleary, Special Events Coordinator

Harleysville

SINCE 1915 **BANK**



February 15, 2023

Lower Salford Township
379 Main St
Harleysville PA 19438

RE: Community Appreciation Day

To Whom It May Concern:

Harleysville Bank is planning our Community Appreciation Day this year for June 10, 2023. The event will take place rain or shine from 1:00 p.m. until 3:00 p.m.

We would like to request assistance with traffic control from the Harleysville Fire Police for this event.

If you should have any questions, or require additional information, please contact me at 215-256-8828 or at kkopp@harleysvillebank.com.

Thank You for your assistance.

Sincerely,

Kevin Kopp
Harleysville Bank
Maintenance Supervisor

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2023- 07

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

285 Maple Avenue – Parking Expansion

WHEREAS, 285 Maple Ave, LLC (“Developer”) is the owner and developer of a certain tract of land consisting of approximately 1.474± acres (gross) located at 285 Maple Avenue in Lower Salford Township, Montgomery County, Pennsylvania, and which tract is more particularly identified as Montgomery County Tax Parcel No. 50-00-02392-00-6 (the “Property”); and

WHEREAS, Developer proposes to expand the existing parking lot, which currently has twenty (20) spaces, to provide an additional twenty-two (22) parking spaces on the Property (the “Development”); and

WHEREAS, the Development is more particularly shown on plans prepared by Langan Engineering, being plans consisting of fourteen (14) sheets dated November 28, 2022, bearing no revisions (the “Plans”); and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Lower Salford Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Lower Salford Township hereby grants preliminary/final approval of the land development shown on the Plans described herein, subject, however, to the following:

1. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following provisions of the Lower Salford Township Subdivision and Land Development Ordinance and the Lower Salford Township Engineering Standards (“LSTES”):

a. Sections 142-12.B and 142.12.C, requiring the separate submission of a Preliminary Plan and a Final Plan for all land development proposals. A waiver is granted to permit the submission of a combined Preliminary/Final Plan.

b. Section 142-35.C., requiring sidewalks, curbs and storm sewers to be installed along all existing and proposed common parking areas. A partial waiver is granted from the requirement to install sidewalk along the proposed parking area due to the existing topography and proximity to existing vegetation. Sidewalk is proposed along the existing parking area as shown on the Plans. A partial waiver is also granted to permit the installation of curbing at the lower elevations of the proposed parking area only to assist with stormwater management and to permit the use of curb stops instead of curbing at the higher elevations of the proposed parking area, as detailed on the Plans.

c. Section 142-35.A.5, requiring perpendicular parking spaces to be at least ten (10) feet wide by twenty (20) feet long in parking lots that service retail areas or restaurants. Existing parking on the Property currently consists of perpendicular parking spaces that are nine (9) feet wide by eighteen (18) feet long. A waiver is granted to permit the proposed parking spaces to measure nine (9) feet wide by eighteen (18) feet long in conformance with the dimensions of the existing parking spaces.

d. Section 142-39.B(1), requiring all grading to be set back a minimum of five (5) feet from the property line. A partial waiver is granted to permit grading within five (5) feet of the property line due to the existing topography on the Property and in lieu of a small retaining wall along the eastern property line.

e. Section 142-40, requiring an eight (8) inch curb reveal in proposed parking areas. A partial waiver is granted to allow a six (6) inch curb reveal as shown on the Plans.

f. Section 142-42.D. requiring parking lot landscaping. The proposed parking area is currently screened with vegetation along the perimeter of the Property and some additional landscaping will be provided as shown on the Plans. In consideration of the existing landscaping and proposed landscaping enhancements, a waiver is hereby granted.

g. LSTES 107-5, requiring storm sewer pipes to have a minimum internal diameter of eighteen (18) inches. A partial waiver is granted to permit storm sewer piping with minimum diameters of twelve (12) inches and fifteen (15) inches, which will be adequately sized based on the hydraulic calculations submitted by the Developer.

2. Prior to the recording of the Plans, the Developer shall revise the Plans to address and otherwise resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated January 19, 2023, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit "A". Notwithstanding the foregoing, the Developer shall not be required to submit a shared use driveway agreement and the parking lot lights on the Property may remain on until 90 minutes after the close of business.

3. Prior to the recording of the Plans, the Developer shall revise the Plans to address and otherwise resolve to the satisfaction of the Township, all issues set forth in the Township Traffic Consultant's review letter dated January 20, 2023, the entire contents of which

are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit "B".

4. Prior to the recording of the Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with Lower Salford Township. The Agreement shall be satisfactory to the Township Solicitor and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

5. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with all expenses charged to the Developer) in the event that the maintenance responsibilities of the stormwater facilities are not fulfilled after reasonable notice to do so. The terms and conditions of the declaration shall be satisfactory to the Township Solicitor, and the declaration shall be recorded simultaneously with the Plans. If necessary, the Plans shall be revised to include the operations and maintenance requirements for the stormwater facilities.

6. Prior to the recording of the Plans, Developer shall add a note to the Plans offering for dedication the area within the ultimate right-of-way along the Property's frontage on Maple Avenue to the appropriate government entity with jurisdiction over such right of way. The area of the right-of-way to be offered for dedication shall be depicted on the Plans and described in a legal description submitted to the Township Engineer for review and approval so that the right-of-way line is located five (5) feet from the portions of the existing building which protrude

into the ultimate right-of-way. The language of the note shall be reviewed and approved by the Township Engineer and Township Solicitor.

7. Prior to the recording of the Plans, Developer shall add a note to the Plans stating that no additional use and occupancy permits shall be issued for the building(s) on the Property unless or until the required parking for the proposed use(s) is provided on the Property to the Township's satisfaction. The language of the note shall be reviewed and approved by the Township Engineer and Township Solicitor.

8. Prior to recording the Plans, Developer shall provide the Township with all required approvals from any outside agencies having jurisdiction over the Development, including, but not limited to: the Montgomery County Conservation District, the Pennsylvania Department of Environmental Protection, PennDOT, North Penn Water Authority and the Lower Salford Township Authority.

9. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

10. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and notes to the Plans and this Preliminary/Final Approval Resolution shall be borne entirely by Developer and shall be at no cost to the Township.

11. Prior to the start of construction, Developer shall notify the Township Manager and the Township Engineer and schedule a preconstruction meeting with the Township. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (regardless of whether such grading or ground clearing is for the construction of private or public improvements) so that the Township may certify that all appropriate erosion and sedimentation control facilities

have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Agreement must be accomplished within ninety (90) days of the date of this Resolution, unless a written extension is granted by Lower Salford Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent preliminary/final approval shall expire and be deemed to have been revoked.

13. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1 and the conditions set forth above, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held on March 1, 2023.

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

TOWNSHIP ENGINEER REVIEW LETTER

EXHIBIT "A"



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksenineers.com
215.340.0600

January 19, 2023
Ref: #4601-66

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning

Reference: Proposed Parking Expansion – 285 Maple Avenue
Preliminary and Final Land Development
Parcel No. 50-00-02392-00-6

Dear Mike:

We have received the Preliminary and Final Plans and Stormwater Management Report pertaining to a parking lot expansion land development at 285 Maple Avenue that were forwarded to our office for review. The plans consist of fourteen (14) sheets. Both the plans and report were prepared by Langan Engineering and are dated November 28, 2022, with no revisions.

The project is located within the VC - Village Commercial District. The lot currently contains an 810-sf office, 2,200-smoothie shop, and 2,387-sf (net) (3,145 sf gross) retail/personal service shop for a total of 5,397-sf mixed commercial building and associated parking. The plans propose the construction of a 22-space parking lot expansion. Increases in stormwater runoff are to be mitigated by a subsurface detention basin.

As per your request, we have reviewed the Preliminary and Final Plans submitted for the proposed development and offer the following comments for consideration by Township Officials:

I. ZONING ISSUES

The following comments are based upon the provisions of the Lower Salford Township Zoning Ordinance:

1. The existing office use and retail/personal service shop use are uses permitted by right in the VC Zoning District. The restaurant use is a use permitted by conditional use. The conditional use for the smoothie shop was approved by the Board of Supervisors at a public hearing on October 6, 2021. We note that no outdoor seating was shown on the conditional use plan and none are shown on this plan. (164-70.2)
2. The "Permitted/Required" lot density indicated on the Zoning Summary on Sheet 5 is listed as 10,000 sf. In the Village Commercial (VC) District, 1,250 sf of non-residential floor area is allowed per 7,500 sf of net lot area. The allowable maximum lot density must be revised. Additionally, the proposed lot density appears to be incorrect in the same Zoning Summary and also must be revised. (164-70.4.C)

3. The entire front yard shall be maintained as a landscaped area, except for walkways and one access driveway which shall not exceed 24 feet in width; only an existing small strip of grass is located in the front yard. This is an existing non-conformity. No improvements are proposed along the frontage except for the restriping to add one additional ADA space. (164-70.4.E)
4. No parking shall be permitted in front yard areas, which includes all areas between the primary building and the street. Four existing spaces are located in the front yard setback which is an existing non-conformity. We note the plans propose to reconfigure one parking space to add an additional ADA accessible parking space within the front yard setback. (164-70.4.E(1)(e) and 164-70.5.C(2)(c))
5. Side yards of 10 feet minimum are required in the VC District. This is an existing non-conformity. We note that the existing non-conforming side yard is 1.2 ft. and no changes are proposed to the side yard width. (164-70.4.E(2)(a))
6. A shared use driveway agreement between the subject parcel and TMP 50-00-02389-009 must be provided to the Township for review. (164-70.4E(2)(c)[3])
7. The following comments are in respect to the lighting design (164-70.5.G and 164-25.2):
 - a. The maximum allowable uniformity ratio is 6:1, but the plans indicate a ratio of 7:1. The lighting designs must be revised. (164-25.2.D(a))
 - b. A note must be added to the plans stating all lighting shall be full cut-off.
 - c. Parking lot lighting can be no higher than 20 feet from grade. The plans propose 25-foot-high lighting. The lighting design must be revised. (164-25.2.D(7)(c)[1])
 - d. Plan notes that satisfy section 164-25.2.E(3) must be added to a plan to be recorded.
 - e. The ordinance chart on Sheet 13 must be revised to state "Lower Salford" ordinance and the correct ordinance numbers listed.
 - f. All lights must be timer controlled to be off within one hour of the close of business. We recommend that the lights also include a photocell. (164-25.D.3.c)
8. Details of the trash enclosure must be added to the plans. (164-70.5.H(1))
9. A loading and unloading space must be indicated on the plans. (164-70.5.H(2))
10. Based on the parking calculations provided on Sheet 5, 43 parking spaces are required but the plans only propose 42 parking spaces. Note 6 within the parking summary states that the parking calculation is to be confirmed with the pending Township ordinance. There is no pending ordinance regarding parking. (164-99)
11. A note must be added to a plan that is to be recorded stating that topsoil may not be removed from the site without prior approval of the Township. (164-18)

II. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

The following comments are based upon the requirements of the Lower Salford Township Subdivision and Land Development Ordinance:

1. All required certifications and acknowledgements must be added to a plan that is to be recorded. (142-17.C)
2. A note must be added to the plans stating that the area between the legal right-of-way and the ultimate right-of-way is being offered to the Township.
3. Details for the proposed sidewalk and concrete pad for the dumpster must be added to the plans.
4. The plans indicate HVAC and electrical equipment is to be removed. If the equipment is to be relocated at the site, the plans must indicate the new locations.
5. The required vegetative screens and buffers must be shown on future plan submissions. (142-42.G)
6. The flexible pavement section on Sheet 6 must be revised to indicate 1½" Superpave wearing course, 2" Superpave binder course, 3" Superpave base course, and 5" 2A stone.
7. All required landscaping must be shown on the plans. (142-42)
8. Note 5 on Sheet 5 states that a waiver is requested. No section number is listed. All waiver requests must be listed on a plan that is to be recorded.

III. STORMWATER MANAGEMENT, GRADING, AND EROSION CONTROL

The following comments pertain to stormwater management, storm drainage, grading, and erosion and sedimentation control aspects of the current plan submission and are based upon the requirements of the Subdivision and Land Development Ordinance (SLDO), the Stormwater Management Ordinance (S.M.O.) as referenced in Article X of the SLDO, and the Lower Salford Township Engineering Standards (LSTES). The project is located within the East Branch Perkiomen Creek Watershed.

1. Whenever a watercourse is located within a development site, it is the responsibility of the developer to stabilize existing eroded stream channels. An evaluation of the existing stream channels should be made to determine if stream restoration is required. (SMO 301.F)
2. The applicant must execute a Stormwater Controls and Best Management Practices Operations and Maintenance Agreement that addresses all stormwater facilities. Relative to this item, the operation and maintenance requirements for the stormwater BMP must be listed on a plan that is recorded. (SMO 403.C.1.f & 703)

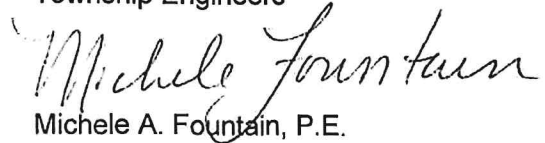
3. All grading shall be set back 5 feet from all property lines. Grading is proposed closer than 5 feet and must be revised or a waiver be granted. (142-39.B(1))
4. The slope of the sidewalk must be noted on the plans in the vicinity of the 258-260 contour. We recommend a maximum slope of 8% in this area.
5. The size of the rip-rap must be indicated on the plans and within the details. All references to "N.J. Soil Erosion and Sediment Control Standards" within the rip-rap details must be revised accordingly. Calculations must also be submitted for the rip-rap design.
6. Details for the flared end section and inlets must be added to the plans.
7. It appears from the stormwater management narrative that an infiltration rate of 0.44 in./hr. is being used in the stormwater design; however, this rate is for Test Pit (T.P) #2. Infiltration rates observed in T.P. #1 and #3 would be more appropriate. No infiltration test was performed at T.P. #3 due to the depth to hard rock. The proposed orientation of the infiltration basin in accordance with the locations of the test pits indicates that the infiltration basin will not function as designed. Additional information must be provided or the basin be redesigned. Further, infiltration rates and a factor of safety must be described in the narrative of the stormwater report.
8. The infiltration test pits must be on the grading and drainage plan.
9. A detail of the outlet structure must be provided on the plans. Additionally, profiles of the proposed pipes must be added to the plans.
10. Minimum allowable pipe size is 18" diameter pipe. The plans propose 15" and 12" diameter pipe. The plans must be revised or a waiver requested. (LSTES 107-5)
11. Silt sock must be installed parallel to existing contours. The plans must be revised.
12. Proposed contours are indicated within the existing tree line. The designer must confirm no trees are being removed as part of this project.
13. Maintenance notes for the infiltration basin must be added to the plans.
14. A topsoil stockpile must be shown on the plans and detail added to Sheet 12.
15. Pre- and post-development drainage watershed plans must be provided in future submissions to confirm drainage areas indicated in the stormwater narrative.
16. The storm sewer must be designed for a minimum 50-year storm event. The calculations must be revised. (LSTES 107.3.B)

IV. GENERAL

1. We recommend the applicant determine if there are any deed restrictions existing on the parcel that could impact the proposed site layout. (142-13.C.13)

2. We recommend the required revised as-built plan for the smoothie shop be submitted and approved, including resolution of the outlet of the stormwater collection system before final plan approval.
3. The fourth sheet should be labeled as an "Existing Features Plan" and "4 of 14", not an as-built plan.
4. The plans must denote which plans are to be recorded.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers


Michele A. Fountain, P.E.

MAF/klk

cc: Board of Supervisors (5) (via email)
Planning Commission (7) (via email)
LST Staff (3) (via email)
Joseph Czajkowski, Township Manager (via email)
James Garrity, Esq., Lower Salford Township Solicitor (via email)
Andrew Freimuth, Esquire, Wisler Pearlstein, LLP (via email)
LSTA (3) (via email)
Claire Warner, MCPC (via email)
Stephanie Butler (via email)
285 Maple Avenue, LLC (via email)
Brian Conlon, Langan Engineering (via email)
John Evarts, PE, CKS Engineers
File

TOWNSHIP TRAFFIC CONSULTANT REVIEW LETTER

EXHIBIT "B"



January 20, 2023

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

RE: 285 Maple Avenue: Preliminary and Final Plan Review #1
Proposed Parking Expansion for Mixed-Use Building
Lower Salford Township, Montgomery County, PA
McMahon Project No. 821639

Dear Joe:

Per your request, McMahon, a Bowman Company, has completed a traffic engineering review related to the Preliminary and Final Plans submitted for the proposed expansion of the parking lot for 285 Maple Avenue. The subject parcel is located on the west side of Maple Avenue and to the north of Main Street (SR 0063). An existing multi-tenant commercial building is provided on-site, which includes a 3,145 square-foot for a retail/personal service shop, a 2,220 square-foot smoothie shop (Sips and Berries), and 810 square feet of office space. As part of the land development, the applicant is proposing to expand the existing parking lot to the west, which has 20 spaces, to provide an additional 22 spaces resulting in a total of 42 spaces. Access to the parking lot will remain via a full-movement access located along Maple Avenue approximately 300 feet north of Main Street (SR 0063).

The following documents were reviewed as part of the submission:

- Preliminary and Final Site Plan for Parking Expansion at 285 Maple Avenue (14 Sheets), prepared by Langan, with all Sheets dated November 28, 2022 except for Sheet 4 dated June 8, 2022 (Final As-Built Plan).

Based on the review of the above listed document(s), and the Township's *Subdivision and Land Development Ordinance (SALDO)* and *Zoning Ordinance (ZO)* requirements, McMahon offers the following comments for consideration by the Township during the Conditional Use associated with the project, and further action by the applicant as the project advances through the formal land development process.

General Items

1. The applicant's engineer must put together a letter with the formal land development package, etc., that provides a response on how each comment has been addressed, and where each can be located in the submission. For ease of reference, please refer to the overall Drawing/Page Number for any comment that addresses a modification to the land development plan set.

Plan Review

1. A formal waiver request letter must be provided in accordance with *Section 142-7 of the SALDO*, and all waiver requests must be listed on a plan that is to be recorded.
2. Sheet 6 of the plans shows a 6" curb reveal. The curb reveal should be shown as 8", in accordance with *Section 142-40 of the SALDO*, which requires the reveal to be in compliance with the Lower Salford Township Standard Detail for Concrete Curb, or a waiver must be requested.
3. Parking spaces should be 10'x20' in accordance with Section 142-35.5 of the SALDO. The spaces must be revised or a waiver will be required.
4. *Section 142-35.C of the SALDO* indicates that sidewalks, curbs and storm sewers should be installed along all existing and proposed common parking areas. The proposed plan includes sidewalk along the existing parking area, and no curb, while the proposed parking area includes partial curb and no sidewalk. The plans should be revised as required in the SALDO, or a partial waiver is required.
5. In accordance with *Section 142-35.A.(5)(a) of the SALDO*, bumper stops and/or curbs should be provided along the southern edge of the existing parking lot.
6. The egressing lines of sight shown on Sheet 5 should be labeled with the available and required sight distances for the driveway.
7. The ADA ramp located at the access should be confirmed to be compliant with current ADA standards since it is located within the Ultimate Right-of-Way.
8. According to Note 6 under the Zoning Summary on Sheet 5 of 14 states "the parking calculation to be confirmed with the pending Township Ordinance". However, according to the *Pennsylvania Municipalities Planning Code*, the submitted plans are to be reviewed and in compliance with the ordinance in-place when the application is submitted. As such, the parking calculation needs to be consistent with the current *Zoning Ordinance* requirements and if not compliant, then a variance will need to be pursued. Based upon the parking calculations, the required parking is 43 whereas 42 spaces are provided.
9. Truck turning templates utilizing the largest vehicle anticipated to utilize the site, as well as a garbage vehicle utilizing the anticipated route must be added to the plans.
10. It is noted that there is dead-end parking within the new parking lot. There needs to be sufficient space for a vehicle to maneuver. As such, please provide a vehicle turning template demonstrating that the area provided is adequate, in accordance with *Section 142-35.B(4)*.

Transportation Impact Fee Assessment

The parcel is in an area that is not subject to the Lower Salford Township Impact Fee Ordinance.

If the Township has any questions, or requires further clarification, please contact Sandy Koza, P.E. at skoza@mcmahonassociates.com or me at sbutler@mcmahonassociates.com or 215-283-9444.

Respectfully,



Stephanie L. Butler, P.E.
Senior Project Manager



Sandy A. Koza, P.E., PTOE
Senior Project Manager

SAK/SLB

- cc: Lower Salford Board of Supervisors
Lower Salford Township Planning Commission
Michael Beuke, Lower Salford Township
Holly Hosterman, Lower Salford Township
Michele Fountain, P.E., CKS Engineers
James Garrity, Esq., Lower Salford Solicitor
Don Lynch, Lower Salford Fire Marshal
Andy Freimuth, Esq., Wisler Pearlstine, LLP
Connie Weimer, LSTA
Thomas Duffy, P.E., LSTA Engineer
Mark Mattucci, LSTA Project Manager
Claire Warner, Montgomery County Planning Commission
Brian M. Conlon, P.E., Langan (Applicant's Engineer)
Avery Chapman, 285 Maple Ave LLC (Applicant)
Christen Pionzio, Esq., HRMML (Applicant's Attorney)

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**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2023-08

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

SCK2 Group LLC at Vernfield – 841 Main Street

WHEREAS, SCK2 GROUP LLC (“Developer”) is developer of a certain tract of land consisting of approximately 47,009± square feet (net) located at 841 Main Street in Lower Salford Township, Montgomery County, Pennsylvania, and more particularly identified as Montgomery County Tax Parcel No. 50-00-01942-00-6 (the “Property”); and

WHEREAS, Developer proposes to demolish the existing accessory structures on the Property, retain the existing dwelling and construct three, two-family buildings (each having a building footprint of 1,288 square feet), a 2,400 square foot footprint (4,800 square foot total area) office building, associated parking, stormwater management and related improvements (the “Development”); and

WHEREAS, the Development is more particularly shown on plans prepared by STA Engineering, Inc., being plans consisting of sixteen (16) sheets dated October 3, 2022, bearing a last revision date of December 16, 2022 (the “Plans”); and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Lower Salford Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Lower Salford Township hereby grants preliminary/final approval of the land development shown on the Plans described herein, subject, however, to the following:

1. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following provisions of the Lower Salford Township Subdivision and Land Development Ordinance:

a. Sections 142-12.B and 142.12.C, requiring the separate submission of a Preliminary Plan and a Final Plan for all land development proposals. A waiver is granted to permit the submission of a combined Preliminary/Final Plan.

b. Section 142-31.K, requiring intersection spacing of 800 feet on principal arterial streets. A waiver is granted to permit the proposed driveway to be located 158 feet from the intersection of Main Street and Covenant Lane. There is no location on the Property for a proposed driveway along the Property's frontage in compliance with this spacing requiring. The existing driveway is 197 feet from the intersection of Main Street and Covenant Lane. However, it was shifted to its proposed location to reduce driveway slopes.

c. Section 142-33.A and B, requiring a 300 foot sight triangle on each leg of the proposed access onto a principal arterial street. A partial waiver is granted to allow the sight triangle for the leg into the Property to measure 75 feet.

d. Section 142-34.H, requiring driveway slopes to be less than 4% within the right-of-way. A waiver is granted to allow a driveway slope of 6% due to existing grades on the Property and the proposed grading necessary in connection with the preservation of the existing

dwelling on the Property. The driveway profile shall meet PennDOT requirements, and the proposed crosswalk shall be moved closer to Main Street placing the stop bar behind the crosswalk, as recommended by the Township's Traffic Engineer.

e. Section 142-42.C.(5), requiring replacement trees. A waiver is granted to permit the Developer to plant less than the required number of replacement trees in consideration of the fact that the required number of replacement trees cannot be planted on the Property and the Developer has preserved existing trees wherever possible. Developer agrees to voluntarily pay a fee-in-lieu to the Township in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00), which shall be payable to the Township prior to recording the Plans.

f. Section 142-42.D.(2)(b), requiring a planting strip of 15 feet for parking lots. A partial waiver is granted to permit a planting strip of 12 feet along the portion of the parking lot nearest the rear boundary line of the Property. All required landscaping shall be provided.

g. Section 142-42.E.(3)(a), requiring street trees to be planted a minimum of 5 feet and a maximum of 15 feet from the ultimate right-of-way line. A waiver is granted to permit street trees to be planted at locations greater than 15 feet from the ultimate right-of-way line as shown on the Plans due to the preservation of certain existing features on the Property and in order to maintain the required sight distance triangle along Main Street.

h. Section 142-42.F.(2)(d)[1], requiring stormwater management facilities to have a maximum 4:1 side slopes. A waiver is granted to permit the proposed rain garden, which will be privately owned and maintained, to have a 3:1 side slope.

i. Section 142-35.C, requiring an additional 2 feet of sidewalk width in a parking lot where parked vehicles extended over the sidewalk. A waiver is granted to permit the

standard 5-foot-wide sidewalk given that the parking lot is curbed, which will prevent excessive overhang, and the parking lot serves low intensity, residential and commercial uses.

j. Section 142-42.C.(3), requiring replacement trees to be selected from the Shade Tree plant list. A waiver is granted to allow the use of evergreen trees as detailed on the Plans to provide additional screening for adjacent properties.

k. Section 142-43, requiring street trees to be shade or canopy trees in accordance with Planting List A.1. A partial waiver is granted to permit 3 of the 7 street trees to be Norway Spruce in order to provide additional buffer along Main Street.

l. Section 142-42.F(3), requiring Type 1 or Type 6 site element screen for the rain garden. A waiver is granted due to the proximity of the rain garden to the boundary line of the Property abutting an adjoining farm field.

m. Section 142-42.G.(5), requiring site element screening. A partial waiver is granted from the requirement to plant vines along the fence for the trash enclosure since the fence and enclosure are located within the proposed parking lot on a concrete pad.

2. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following requirements of the Lower Salford Township Engineering Standards (“LSTES”):

a. LSTES 107.2.D, requiring a minimum pipe size of 18 inches. A waiver is granted to permit a pipe size of 8 inches for the rain garden outfall to further restrict outflow and a pipe size of 12 inches for the pipe entering the underground stormwater basin due limited cover and connection requirements. These smaller pipes have adequate capacity and will be privately owned and maintained.

3. Prior to recording the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer’s review letter

dated February 23, 2023, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit “A”.

4. Prior to recording the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Traffic Consultant’s review letter dated January 30, 2023, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit “B”.

5. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement (“Agreement”) with Lower Salford Township. The Agreement shall be satisfactory to the Township Solicitor and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

6. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with all expenses charged to the Developer) in the event that the maintenance responsibilities of the stormwater facilities are not fulfilled after reasonable notice to do so. The terms and conditions of the declaration shall be satisfactory to the Township Solicitor, and the declaration shall be recorded simultaneously with the Plans.

7. Prior to recording the Plans, the owner of the Property shall execute and record a façade easement to preserve the front and side façades and porch of the existing dwelling on the Property in accordance with the requirements of the VC Village Commercial zoning

district. The terms and conditions of the façade easement shall be satisfactory to the Township Solicitor and the easement shall be recorded simultaneously with the Plans.

8. Prior to recording the Plans, the owner of the Property and/or the Developer shall enter into an Indemnity Agreement with regard to the proposed stormwater management facilities within the Main Street right-of-way, the terms of which shall be satisfactory to the Township Solicitor. The Indemnity Agreement shall be recorded prior to the recording of the Plans and the Township’s approval and execution of any documents necessary for the review and approval of such stormwater facilities by PennDOT.

9. Prior to recording the Plans, Developer shall submit an easement agreement or other documentation satisfactory to the Township Solicitor for the installation of the portion of proposed sidewalk on adjoining property identified as Montgomery County Tax Parcel No. 50-00-01945-00-3.

10. Prior to recording the Plans, the owner of the Property shall deliver to the Township a Deed of Dedication for the area between the PennDOT required right-of-way and the ultimate right-of-way. The Deed of Dedication shall be prepared by the Township Solicitor and held by the Township for acceptance and recording upon the completion of the Development.

11. Developer shall pay to the Township a Traffic Impact Fee, which is attributable to the projected “new” weekday afternoon peak hour trips generated by the Development, as set forth below. The total Traffic Impact Fee shall be in the amount of Thirty-eight Thousand Three Hundred Twenty-four and 00/100 Dollars (\$38,324.00). The fee is calculated based on the generation of thirteen (13) total “new” weekday afternoon peak hour trips at a rate of Two Thousand Nine Hundred Forty-eight and 00/100 Dollars (\$2,948.00) per trip, in accordance with the Lower Salford Township Traffic Impact Fee Ordinance. The fee shall be

payable pro rata at the time of the issuance of a building permit for each new building on the Property.

12. Developer shall pay to the Township a Recreation Impact Fee in the total amount of Three Thousand and 00/100 Dollars (\$3,000.00). The fee is calculated based on the construction of six (6) total “new” dwelling units at a rate of \$500.00 per new dwelling unit, in accordance with the Lower Salford Township Code of Ordinances. The fee shall be payable pro rata at the time of the issuance of a building permit for each new residential dwelling unit.

13. Prior to recording the Plans, Developer shall provide the Township with all required approvals from any outside agencies having jurisdiction over the Development, including, but not limited to: the Montgomery County Conservation District, the Pennsylvania Department of Environmental Protection, PennDOT, North Penn Water Authority and the Lower Salford Township Authority.

14. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

15. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans and this Preliminary/Final Approval Resolution shall be borne entirely by Developer and shall be at no cost to the Township.

16. Prior to the start of construction, Developer shall notify the Township Manager and the Township Engineer and schedule a preconstruction meeting with the Township. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (regardless of whether such grading or ground clearing is for the construction of private or public improvements) so that the Township may certify that all appropriate erosion and sedimentation control facilities

have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

17. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Agreement must be accomplished within ninety (90) days of the date of this Resolution, unless a written extension is granted by Lower Salford Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent preliminary/final approval shall expire and be deemed to have been revoked.

18. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 and 2 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraphs 1 and 2 and the conditions set forth above, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held on March 1, 2023.

LOWER SALFORD TOWNSHIP

By: _____
Christopher R. Canavan, Vice Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

TOWNSHIP ENGINEER REVIEW LETTER

EXHIBIT "A"



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksenineers.com
215.340.0600

February 23, 2023

Ref: #4601-81

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning

Reference: SCK2 Group LLC at Vernfield
Sumneytown Pike (SR 063) – 841 Main Street
TMP No. 50-00-01942-00-6
Preliminary Plan Review

Dear Mike:

We have reviewed the Preliminary Plans pertaining to the SCK2 Group LLC at Vernfield Land Development that were forwarded to our office for review. The plans consist of sixteen (16) sheets prepared by STA Engineering, Inc. dated October 3, 2022, with latest revisions dated December 16, 2022. Also included for review were the following:

- An Erosion and Sedimentation Control and Post Construction Stormwater Management Plan Narrative dated October 3, 2022, with latest revisions dated December 16, 2022, prepared by STA Engineering, Inc.;
- A Waiver Request letter dated November 1, 2022 and amended on December 12, 2022, prepared by STA Engineering, Inc.;

We note the proposed development is located on the northeastern side of Main Street (S.R. 0063) in the VC Village Commercial Zoning District. The site is approximately 47,009 s.f. (net) in area and currently contains an existing 2½ story, 1,005-s.f. (first floor footprint) and four accessory structures (two sheds and a storage structure gazebo) with a driveway access onto Main Street.

The Applicant proposes to demolish the existing accessory structures and retain the existing dwelling unit and construct three, two-family buildings with each having a building footprint of 1,288 s.f. and a two-story, 2,400-s.f. footprint (4,800-s.f. total area) office building. Also proposed are two parking lots with a total of 30 parking spaces and two stormwater management facilities. The current driveway access onto Main Street (S.R. 0063) will be widened to accommodate the anticipated vehicle traffic. The site is proposed to be served by public water and sewer.

As per your request, we have reviewed the Preliminary Plans submitted for the proposed development and offer the following comments for consideration by Township Officials:

I. ZONING ISSUES:

The following comments are based upon the provisions of the Lower Salford Township Zoning Ordinance:

1. The proposed two-family buildings (164-70.2.A.2), office use (164-70.2.A.5) and existing single-family dwelling (164-70.2.A.1) are uses permitted by right in the VC Village Commercial District.
2. Architectural renderings have been provided for the Township to determine if the proposed buildings will meet the Village Commercial Architectural requirements. The Applicant must discuss the renderings with the Board of Supervisors. (164-70.3c)
3. The Applicant proposes to use density bonuses for the parcel. The ordinance allows a density bonus when the development uses a building constructed before 1940 and maintains the front and side facades and preserves the front porch, or when two abutting lots share common parking and/or driveway. No shared parking or driveway is shown. An existing brick house is located on the site that is to remain. A façade easement and agreements will be required. (164-70.4)
4. The trash and refuse area must be located in the rear of the property unless the Township Board of Supervisors determines that trash facilities located at the side of a property will have less impact on abutting properties. A detail of the dumpster pad is shown on Sheet 16 and a note is included on several sheets noting, "dumpster pad to be surrounded by 6-ft.-high opaque fence on three sides", but no detail is provided stating the material of the fence, if a gate is to be provided, or the dimensions of the area. Details of the trash refuse area must be added to the plans. (164-70.5.H.1)
5. No parking shall be permitted in front yard areas which include all areas between the primary building and the street. (164-70.5.C(2)(c)) Parking is provided between Main Street and the proposed two-family buildings. The Applicant has indicated that they believe the intent of the ordinance has been met since the proposed parking is behind the existing dwelling to remain. The location of the parking areas should be discussed with the Township Zoning Officer.
6. An existing brick wall is located within the front yard setback. Changes to this wall are proposed. The Township Zoning Officer shall determine if changes to the existing wall are allowed. Additionally, architectural renderings of the walls should be provided.

II. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE:

The following comments are based upon the requirements of the Lower Salford Township Subdivision and Land Development Ordinance (SLDO):

1. Approval for road improvements for Main Street (SR 063), which is classified as a principal arterial, is required by PennDOT and the Township Traffic Engineer. (142-23 and 142-29)
2. The following waivers from the Lower Salford Township and Land Development Ordinance have been requested in a letter dated December 12, 2022 from STA Engineering, Inc.

- a. Section 142-31 – to allow the intersection spacing to be less than the required 800 feet.

We note that the existing driveway is to be improved and the new driveway will be located approximately 158 feet from Covenant Lane.

- b. Sections 142-33.A and 142-33.B – to allow less than the required 300 feet sight triangle. The plans propose a 75 feet leg into the site.
- c. Section 142-34.H – to allow for a slope greater than the maximum of 4% within the ultimate right-of-way.

We note the proposed driveway slope is 6%.

- d. Section 142-42.C(5) – to allow less than the required replacement trees.

The Plant Schedule on Sheet 10 indicates 213, 3-inch caliper replacement trees are required; 8 replacement trees are proposed.

We note the Applicant proposes a fee-in-lieu of \$20,000 for the 205 replacement trees required.

- e. Section 142-42.D(2) – to allow a planting strip less than the required 15 feet.

The plans propose a planting strip of 12 feet along the rear property line.

- f. Section 142-42.E.(3)(a) – to allow street trees to be planted further than 15 feet from the ultimate right-of-way.

- g. Section 142.F(2)(d)(1) – to allow greater than 4:1 slopes for earthen detention basins.

The plans propose 3:1 slopes for the rain garden.

- h. Section 142-35.C – to allow less than the 2 ft. of additional sidewalk in a parking lot when the sidewalk is directly adjacent to the curb.

- i. Section 142-42.C.3 – to allow evergreen trees as the eight required shade trees for replacement trees.

- j. Section 142-43 – to allow three of the required street trees to be evergreen trees.

- k. Section 142-42.F.3 – to not require a Type 1 or Type 6 site element screen for the rain garden.
- l. Section 142-42.G.5 – to not require a Type 3 screen (vines) on the trash enclosure.
- m. Section LSTES 107.2.D – to allow an 8-in. outlet pipe from the rain garden and a 12-in. pipe in the underground basin, in lieu of an 18-in. diameter pipe.

III. GRADING, STORMWATER MANAGEMENT/STORM DRAINAGE AND EROSION AND SEDIMENTATION CONTROL

The following comments pertain to the grading, stormwater management/storm drainage and erosion and sedimentation control aspects of the current Sketch Plan submission and are based upon the requirements of Lower Salford Township's Subdivision and Land Development Ordinance (SALDO), the Stormwater Management Ordinance (S.M.O.) as referenced in Article X of the SALDO and Lower Salford Township Engineering Standards (LSTES). The project is located within the Indian Creek and East Branch Perkiomen Watersheds.

- 1. The Applicant is advised that a NPDES Permit may be required if the disturbance is greater than one acre, along with an Erosion and Sedimentation Control Plan pertaining to the proposed site development, which is approved by the Montgomery County Conservation District.

We note the total limit of disturbance is 0.99 acres. Any revisions to the limit of disturbance may require a NPDES permit. (S.M.O. 403C.2)

- 2. The storm sewer run from A1 to A2 should be moved outside of the ultimate right-of-way and the rip-rap at Endwall 'A' should be moved out of the legal right-of-way.

IV. GENERAL ENGINEERING CONSIDERATIONS

The following items are general considerations pertaining to the project that are noted by our office during the course of review of the current Preliminary Plan submission:

- 1. The post office must approve the location of the community mailbox.
- 2. We received a legal description for the right-of-way that is to be dedicated to the Township. We recommend the title be revised to refer to the area as the "Ultimate Right-of-Way". The plan reference date in the description may also need to be revised if the Record Plan, Sheet 2, is revised.
- 3. A temporary grading easement may be required to install the proposed sidewalk on TMP 50-00-01945-00-3.
- 4. Executed Water & Sewer Service Agreements must be submitted to the Township.
- 5. Approval from the Township Fire Marshal is required.

6. Approval of the Authority Engineer is required.
7. Approval from the Traffic Engineer is required.

Very truly yours,
CKS ENGINEERS
Township Engineers


Michele A. Fountain, P.E.

MAF/klk

cc: Board of Supervisors (4) (via email)
Planning Commission (7) (via email)
Joseph Czajkowski, Township Manager (via email)
LST Staff (3) (via email)
James Garrity, Esq., Lower Salford Township Solicitor (via email)
Andrew Freimuth, Esquire, Wisler Pearlstein, LLP (via email)
LSTA (3) (via email)
Claire Warner, MCPC (via email)
SCK2 Group, LLC (via email)
Susan Rice, STA Engineering, Inc. (via email)
File

TOWNSHIP TRAFFIC CONSULTANT REVIEW LETTER

EXHIBIT "B"



January 30, 2023

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

RE: 841 Main Street – Land Development Plans Traffic Review #2
Lower Salford Township, Montgomery County, PA
McMahon Project No. 822927.21

Dear Joe:

Per your request, McMahon, a Bowman company (McMahon) has completed a traffic engineering review related to the Land Development Plans provided for the development of 841 Main Street. According to the plans, the site would be developed to provide a mixed use development consisting of a total of 7 dwelling units, including the existing home that is remaining, and one new 4,800 square-foot office building. The existing access for the single-family home will be removed and a new access located approximately 20 feet to the west will be provided for the parcel via Main Street (SR 0063).

The following documents were reviewed as part of the submission:

- Land Development Plans for SCK2 Group LLC at Vernfield (17 Sheets), prepared by STA Engineering, Inc., last revised December 16, 2022.
- Waiver Request Letter, prepared by STA Engineering, Inc., amended December 12, 2022.
- Response to Comments Letter, prepared by STA Engineering, Inc., dated January 6, 2023.
- Erosion & Sediment Control and Post-Construction Stormwater Management Plan Narrative, prepared by STA Engineering, Inc., dated December 16, 2022.

Based on the review of the above listed document(s), and the Township's *Subdivision and Land Development Ordinance (SALDO)* and *Zoning Ordinance (ZO)* requirements, McMahon offers the following comments for consideration by the Township and further action by the applicant as the project advances through the formal land development process.

General Items

1. The applicant's engineer must put together a letter with the formal Land Development (LD) and Highway Occupancy Permit (HOP) package, etc. that provides a response on how each comment has been addressed, and where each can be located in the submission. For ease of reference, please refer

425 Commerce Drive, Suite 200, Fort Washington, PA 19034
P: 215.283.9444

mcmahonassociates.com | bowman.com

to the overall Drawing/Page Number for any comment that addresses a modification to the LD and HOP plan sets, if applicable.

2. Please note that there are comments for the Highway Occupancy Permit plan set based upon our January 23, 2023 review that must also be addressed, and have also been included in this letter to allow for consolidated review letters to be issued.

Land Development Plans

1. The proposed contour 286 appears to be mislabeled on Sheet 13 of the plan set.
2. The labels for the start curb tapers on Sheet 13 appear to be reflecting the previous 5' end curb treatments.
3. The stormwater calculations for the drainage area and spread at Sta. 3+00 need to be clarified. It appears based on the inlet drainage area shed plan (Sheet 97 of the SWM report) that there are separate drainage areas for Sta. 2+20 and Sta. 3+00, and based upon the spread calculations, these areas are used for the spread calculations. However, as there are no existing or proposed stormwater facilities located at Sta. 2+20, both areas (for Sta. 2+20 and Sta. 3+00) should be used in the spread calculations for Sta. 3+00.
4. Correspondence indicating the Fire Marshall has reviewed the emergency Truck turning templates utilizing the appropriate emergency service vehicle should be submitted to the Township. *The applicant's engineer notes that they will provide the correspondence upon receipt.*
5. It appears the proposed sidewalk extends over the westernmost property line and outside the Legal Right of Way for Main St. (SR 63). Provide property owner coordination/permission for this sidewalk extension. **The applicant has indicated they will coordinate and provide permission prior to construction, however, permission should be provided prior to final plan approval.**

Highway Occupancy Permit Plans

Enclosed please find the comments provided in the January 23, 2023 HOP plan review letter, provided for convenience.

6. Stormwater Maintenance Permit Plans, as required by PennDOT (per PennDOT review letter), that are consistent with the Land Development and HOP plans and an executed maintenance agreement between the applicant and the Township must be provided prior to the Township executing the required PennDOT M-950AA form. The applicant should coordinate with the Township Solicitor's office regarding the maintenance agreement.
7. A profile of the proposed access should be provided on the plans. It appears based on the provided contours that the driveway grading has been revised from the Land Development submission.

8. Provide a "Varies #' to #' dimension for the proposed full-depth pavement width on the typical section as it appears to vary in width on the plan view.
9. Additional information should be provided ensuring that the proposed length and width of the proposed rip-rap at the outfall of EW-A is adequate.
10. Sheets 15 and 17 of the plans indicate an 18" HDPE pipe, however Sheet 17 of the plans show a 15" RCP on cross-section 3+00. The designer should verify this discrepancy.
11. ADA Design forms (i.e. CS-4401) for all ramps located outside the PennDOT Legal/Required Right-of-Way and within the Township and/or Ultimate (to be offered for dedication) Right-of-Way should be included for review. Non-compliant values must be reviewed and modified to meet or be as close as possible, with sufficient justification, to the requirements. A Technically Infeasible Form should be prepared for any non-compliant ramp component for review and concurrence by the Township. Any non-compliant ramp must include documentation for the non-compliance and be as close to compliant as possible prior to being considered for approval.
12. It appears the proposed sidewalk extends over the westernmost property line and outside the Legal Right of Way for Main St. (SR 63). Provide property owner coordination/permission for this sidewalk extension.
13. We recommend wrapping the proposed white edge line along Main Street into the proposed driveway to widen the opening in paint and minimize vehicles tracking over the edge line.

Waiver Requests

McMahon notes the following regarding the traffic-related waivers requested in the letter.

Section 142-31.K Which requires intersection spacing on principal arterials to be 800 feet.

Justification: A waiver is requested to allow intersection spacing to be less than the required 800 feet. The existing driveway is located about 197 ft. from the intersection with Covenant Lane and the proposed driveway is located about 158 ft. from Covenant Lane. The proposed driveway was shifted to lessen the driveway slopes due to the existing slopes along the property frontage. No location for a proposed driveway along the property frontage would be able to provide the required 800 ft. separation from Covenant Lane.

Response: McMahon acknowledges that no location along the property frontage would be able to provide the required 800 ft. separation from Covenant Lane.

Section 142-33.A and B. Which requires a 300 ft. sight triangle on each leg of the proposed access onto the principal arterial.

Justification: A waiver is requested to allow the leg into the site along the proposed driveway to measure 75 ft. as recommended by the Township Traffic Engineer instead of the required 300 ft.

Response: McMahon does not object to this waiver. The origin distance along the proposed driveway has been revised to 75-feet, and the distance in each direction of travel along Main Street is measured as 300 feet.

Section 142-34.H Which requires the driveway slope to be less than 4% within the right-of-way.

Justification: A waiver is requested to allow the driveway slope to be 6% due to the existing site grades and because the existing dwelling is being preserved in the existing location. The driveway slope is kept to the minimum slope needed to grade the site, provide appropriate cover over the storm sewer pipes and meet PennDOT design requirements. Main Street is widened, 50 ft access radii are proposed and there is adequate sight distance to ensure safe ingress and egress at the intersection.

Response: McMahon does not object to this waiver provided the driveway profile meets the PennDOT Requirements (algebraic grade difference of 8% or less) and the proposed crosswalk is moved closer to Main Street placing the stop bar behind the crosswalk. It is noted that the profile on the latest LD plans meets the PennDOT requirement.

Transportation Impact Fee Assessment

In accordance with the *Lower Salford Township Impact Fee Ordinance*, the new weekday afternoon peak hour trip generation of the proposed residential subdivision will be subject to the Township's Transportation Impact Fee, since it is located in the Transportation Service Area. This area has an impact fee of **\$2,948 per new weekday afternoon peak hour trip**. Based upon the data compiled by the Institute of Transportation Engineers' publication, *Trip Generation Manual, 11th Edition*, and with application of a credit for the existing single-family home that is remaining, the site is anticipated to generate a total of **13** new weekday afternoon peak hour trips, which has a corresponding impact fee of **\$38,324**.

If the Township has any questions, or requires further clarification, please contact me at sbutler@mcmahonassociates.com or 215-283-9444.

Respectfully,



Stephanie L. Butler, P.E.
Senior Project Manager

SAK/SLB/

cc: Lower Salford Board of Supervisors
Lower Salford Township Planning Commission
Michael Beuke, Lower Salford Township



Mr. Joseph Czajkowski
January 30, 2023
McM Project Number 822927.21

Holly Hosterman, Lower Salford Township
Michele Fountain, P.E., CKS Engineers
James Garrity, Esq., Lower Salford Solicitor
Don Lynch, Lower Salford Fire Marshal
Andy Freimuth, Esq., Wisler Pearlstine, LLP
Connie Weimer, LSTA
Thomas Duffy, P.E., LSTA Engineer
Mark Mattucci, LSTA Project Manager
Claire Warner, Montgomery County Planning Commission
Susan Rice, Stout Tacconelli Associates
Keith Bergman, SCK2 Group, LLC

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November 1, 2022
Amended December 12, 2022
Amended February 23, 2023

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attn: Joseph S. Czajkowski, Township Manager

Subj: SCK2 Group LLC at Vernfield – WAIVER REQUESTS
Lower Salford Township, Montgomery County
STA Project #6194

Dear Mr. Czajkowski:

On behalf of SCK2 Group LLC, waivers from certain sections of the Subdivision and Land Development Ordinance are hereby requested as follows:

1. From §142-31.K: Which requires intersection spacing on principal arterials to be 800 feet.

A waiver is requested to allow the intersection spacing to be less than the required 800 feet. The existing driveway is located about 197 ft. from the intersection with Covenant Lane and the proposed driveway is located about 158 ft. from Covenant Lane. The proposed driveway was shifted to lessen the driveway slopes due to the existing slopes along the property frontage. No location for a proposed driveway along the property frontage would be able to provide the required 800 ft. separation from Covenant Lane.

2. From §142-33.A. and B.: Which requires a 300 ft. sight triangle on each leg of the proposed access onto the principal arterial.

A waiver is requested to allow the leg into the site along the proposed driveway to measure 75 ft. as recommended by the Township Traffic Engineer instead of the required 300 ft.

3. From §142-34.H: Which requires the driveway slope to be less than 4% within the right-of-way.

A waiver is requested to allow the driveway slope to be 6% due to the existing site grades and because the existing dwelling is being preserved in the existing location. The driveway slope is kept to the minimum slope needed to grade the site, provide appropriate cover over the storm sewer pipes and meet PennDOT design requirements. Main Street is widened, 50 ft. access radii are proposed and there is adequate sight distance to ensure safe ingress and egress at the intersection.

4. From §142-42.C.(5): Which requires replacement trees be planted on the site.

A waiver is requested because the number of required replacement trees will not practically fit on the site. The disturbance of existing trees is minimized to the greatest extent practical, eight (8) replacement evergreen trees are provided in the northern corner of the property, and a fee in lieu of \$20,000.00 of replacement is proposed.

5. From §142-42.D.(2)(b): Which requires a planting strip to be 15 feet wide.

A waiver is requested to allow the planting strip to be 12 ft. wide at the narrowest location along the rear property line. The required plantings are still provided, and the adjacent property is wooded along the entire property line. The reduced width does not negatively impact the adjacent property.

6. From §142-42.E.(3)(a): Which requires street trees to be planted a minimum of 5 ft. and a maximum of 15 ft. from the ultimate right-of-way line.

A waiver is requested to allow the required street trees to be planted within the front yard setback and further than 15 ft. from the ultimate right-of-way line. Due to existing features to remain and the required sight distance triangle for a principal arterial, the trees cannot be planted where required by ordinance.

7. From §142-42.F.(2)(d)[1]: Which requires stormwater management facilities to have maximum 4:1 side slopes.

A waiver is requested to allow the side slopes for the proposed rain garden to be 3:1 to maximize the volume needed to adequately manage the stormwater runoff from the site. The rain garden is just 3 ft. deep, manages 0.56 ac. and is located at the low point on the property. The rain garden's 3:1 slopes will not cause any issues as little to no maintenance will be required once established.

Additional waivers based on consultant review letters:

8. From §142-35.C: which requires an additional 2 ft. of sidewalk in a parking lot where cars extend over the sidewalk.

A waiver is requested to allow a standard 5 ft. sidewalk in these locations. Curb is provided and will prevent excessive overhang. If a car overhangs 2 ft., there will still be 42-inches of sidewalk. A 7 ft. sidewalk will unnecessarily add to the impervious area on the site. The parking lot is low intensity for specific residential and office use and not in a commercial/retail setting with a higher intensity of multiple and varied users. This is very low occupancy / quasi-private sidewalk.

9. From §142-42.C(3): which requirements replacement trees to be selected from the Shade Tree plan list.

A waiver is requested to allow replacement trees to be evergreens to provide a portion of the required replacement trees while providing more of a screening from the existing adjacent buildings.

Joseph S. Czajkowski, Township Manager

November 1, 2022

Amended December 12, 2022

Amended February 23, 2023

Page 3

10. From §142-43: which requires street trees to be shade or canopy trees in according with Planting List A.1.

A waiver is requested to allow 3 of the 7 required street trees to be evergreen trees-specifically Norway Spruce-in order to provide some additional buffer along Main Street. There is limited space available along the frontage for the canopy or shade trees due to the entrance drive and required sight triangle.

11. From §142-42.F(3): which requires a Type 1 or Type 6 site element screen for the rain garden.

A waiver is requested to not provide the required buffer because the rain garden is located adjacent to the property line that abuts a farm field with no buildings within more than 500 ft. of the property line. Additionally, the rain garden has a small footprint, is just 3 ft. deep and will be planted with trees and shrubs and will have minimal visual impact on the adjacent downstream property.

12. From §142-42.G.5: which requires vines planted at 8-in on center along 3 sides of an opaque fence to screen the trash enclosure.

A waiver is requested because the trash enclosure and opaque fence are located within the parking lot on a concrete pad. Vines cannot be planted as required.

13. From LSTES §107.2.D: which requires a minimum pipe size of 18-inches.

A waiver is requested to allow pipe sizes of 8-in as the rain garden outfall pipe to further restrict outflow and 12-in for the pipe entering the underground basin due to limited cover and connection requirements. All smaller pipes have required capacity and will be maintained by the property owner.

Additional waiver:

14. From §142-12. B.&C.: which requires the filing of separate Preliminary and Final plans for land development proposals.

A waiver is requested to allow a concurrent Preliminary and Final Plan submission and approval.

I believe this is a complete list of waiver requests.

Respectfully submitted,



Susan A. Rice, P.E.
S.T.A. Engineering, Inc.

cc: Michele A. Fountain, P.E., CKS Engineers, Inc.
Stephanie Butler, P.E., McMahon Associates, Inc.
SCK2 Group LLC

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2023- 09

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

ALMAC Souderton Expansion

WHEREAS, ALMAC GROUP d/b/a ALMAC REALTY LLC and ALMAC CENTRAL MANAGEMENT LLC (the “Developer”) is the owner and developer of certain adjoining tracts of land consisting of approximately 44.14± acres commonly referred to as “Almac Group US Headquarters”, having frontage on Wambold Road, Fretz Road and Skippack Creek Road in Lower Salford Township, Montgomery County, Pennsylvania, and which tracts are more particularly identified as Montgomery County Tax Parcel Nos. 50-00-00694-01-2, 50-00-00694-01-1 and 50-00-04093-00-6 (the “Property”); and

WHEREAS, Developer proposes to construct a 113,410 square foot (78,680 square feet footprint) laboratory/light industry/office building (31,562 square feet of office and 81,848 square feet of laboratory/light industry), 452 new parking spaces, pedestrian improvements, stormwater management facilities, and associated improvements on the Property (the “Development”); and

WHEREAS, the Development is more particularly shown on plans prepared by Barry Isett and Associates, being plans consisting of thirty-eight (38) sheets dated June 20, 2022, bearing a last revision date of November 9, 2022 (the “Plans”); and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having

jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final subdivision and land development approval of the Plans from Lower Salford Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Lower Salford Township hereby grants preliminary/final approval of the land development shown on the Plans described herein, subject, however, to the following:

1. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following provisions of the Lower Salford Township Subdivision and Land Development Ordinance:

a. Sections 142-12.B and 142.12.C, requiring the separate submission of a Preliminary Plan and a Final Plan for all land development proposals. A waiver is granted to permit the submission of a combined Preliminary/Final Plan.

b. Section 142-13.B, requiring a plan size of 24" x 32". A waiver is granted to permit the submission of plans at a dimension of 30" x 42". Developer shall be responsible for reducing the plan size to satisfy the requirements of the Montgomery County Recorder of Deeds at the time the Plans are recorded.

c. Section 142.33.A, requiring clear sight triangles of 300 feet for the proposed driveway to Wambold Road. A waiver is granted to permit a sight triangle with an origin distance of 75 feet along the proposed driveway.

d. Section 142-35.C(1), requiring sidewalks, curbs, and storm sewers to be installed along existing and proposed parking areas. A partial waiver is granted to permit the installation of sidewalks along only portions of the new parking lots and from the requirement to

provide curbs along the existing and proposed parking lots. The parking lots have been designed to sheet flow stormwater directly into vegetated islands for water quality purposes. Wheel stops are proposed for areas where vehicles may overhang sidewalk or the edge of pavement.

e. Section 142-39.B(2), requiring a maximum permitted lawn slope of 4:1. A partial waiver is granted to permit slope of 3:1 in certain areas of the Property to minimize grading, as more particularly shown on the Plans. Such areas shall be stabilized after seeding with erosion control matting as specified on the Plans.

f. Section 142-42.D(2)(a), requiring planting islands to measure 10 feet x 20 feet. A waiver is granted to permit planting islands which measure 10 feet x 18 feet.

g. Section 142-43 and Attachment 7, requiring certain acceptable plantings. A waiver is granted to permit the installation of Blue Chip Juniper and Dwarf Red Twig Dogwood in the locations shown on the Plans. This plant material was approved for installation in connection with a prior, approved, land development on the Property.

h. Section 142-45, requiring that all graded and disturbed areas be stabilized as quickly as possible by seeding or planting on slopes of less than 10% and stabilized by sodding on slopes between 10% and 20% and planted in ground cover on slopes of 20% or more. A waiver is granted to permit seeding with erosion control matting in lieu of the sodding and ground cover requirements in locations shown on the Plans.

2. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following requirements of the Lower Salford Township Engineering Standards (“LSTES”):

a. LSTES 107.2.D and 107.5.A, requiring a minimum internal diameter of 18 inches for storm sewer pipe. A waiver is granted to allow a minimum internal diameter of 15

inches for storm sewers and a minimum internal diameter of 8 inches for roof drains, trench drains and stairwell laterals.

b. LSTES 107.6.A, requiring all storm pipe to be Reinforced Concrete Pipe (RCP). A waiver is granted to allow all storm pipe within the Property to be High-density Polyethylene (HDPE) and the 15 LF of storm sewer extension along Wambold Road to be Corrugated Metal Pipe (CMP).

3. Developer shall install a portion of sidewalk along Fretz Road as well as the driveway improvements and associated curbing for the driveway returns along Wambold Road, as more particularly shown on the Plan. At this time, the installation of additional, potentially required improvements along the Property's frontage on Wambold Road, Fretz Road and Skippack Creek Road, including any required storm sewers, curbing, sidewalks, shared-use paths and road widening in accordance with Sections 142-26.E. and 142-41 of the Lower Salford Township Subdivision and Land Development Ordinance shall be deferred until such time as the Township deems it necessary to require the installation of such improvements. Developer shall add a note to the Plans stating that the required installation of such improvements has been deferred until such time as the Township deems it necessary to require the installation of the same. The language of the note shall be reviewed and approved by the Township Engineer and Township Solicitor prior to the recording of the Plans.

4. Prior to recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated December 8, 2022, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit "A".

5. Prior to recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Traffic

Consultant's review letter dated December 7, 2022, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit "B".

6. Prior to recording the Plans, Developer shall add a note to the Plans indicating that the Developer or any future owner of the Property shall be required to conduct and submit to the Township, PennDOT, and any other entity having jurisdiction over Wambold Road, a post-development traffic impact study upon the completion of the PennDOT PA 309 Connector projects (HT2 and HT3) to evaluate, among other things as may be required, the traffic conditions for all access driveways for the Property and the signalized intersection at Wambold Road and Fretz Road. The plan note shall also provide that if additional traffic related improvements are warranted following the submission of the post-development traffic study, the Developer or any future owner of the Property shall obtain approval from PennDOT and any other entity having jurisdiction over such improvements and install such improvements in accordance with the terms and conditions of such approval. The plan note shall be reviewed and approved by the Township Engineer and the Township Solicitor.

7. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with Lower Salford Township. The Agreement shall be satisfactory to the Township Solicitor and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

8. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with

all expenses charged to the Developer) in the event that the maintenance responsibilities of the stormwater facilities are not fulfilled after reasonable notice to do so. The terms and conditions of the declaration shall be satisfactory to the Township Solicitor, and the declaration shall be recorded simultaneously with the Plans.

9. Prior to recording the Plans, the owners of the Property shall provide the Township with a pedestrian sidewalk easement agreement for the sidewalk to be installed outside the right-of-way along Fretz Road. The terms and conditions of the easement agreement shall be satisfactory to the Township Solicitor and the agreement shall be recorded simultaneously with the Plans.

10. Prior to recording the Plans, Developer shall pay to the Township a Traffic Impact Fee, which is attributable to the projected “new” weekday afternoon peak hour trips generated by the Development, as set forth below. The total Traffic Impact Fee shall be in the amount of Three Hundred Thirty-three Thousand One Hundred Twenty-four and 00/100 Dollars (\$333,124.00). The fee is calculated based on the generation of One Hundred Thirteen (113) total “new” weekday afternoon peak hour trips at a rate of Two Thousand Nine Hundred Forty-eight and 00/100 Dollars (\$2,948.00) per trip, in accordance with the Lower Salford Township Traffic Impact Fee Ordinance.

11. Prior to recording the Plans, Developer shall provide the Township with all required approvals from any outside agencies having jurisdiction over the Development, including, but not limited to: the Montgomery County Conservation District, the Pennsylvania Department of Environmental Protection, PennDOT, Army Corps of Engineers, water authority or public water supplier, and the Lower Salford Township Authority or any other provider of sanitary sewer service.

12. Six (6) months after the issuance of an occupancy permit for the Development, Developer shall prepare and submit to the Township either an update to its current traffic study or a new traffic study of the traffic impact from the Development. Following the review of the updated study or new study by the Township, Developer agrees to make any adjustments to the access driveways to the Property or any other existing roadway conditions warranted by the study and deemed necessary by the Township. This condition shall be incorporated into the Agreement required by this Resolution.

13. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

14. The cost of accomplishing, satisfying, and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans and this Preliminary/Final Approval Resolution shall be borne entirely by Developer and shall be at no cost to the Township.

15. Prior to the start of construction, Developer shall notify the Township Manager and the Township Engineer and schedule a preconstruction meeting with the Township. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (regardless of whether such grading or ground clearing is for the construction of private or public improvements) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

16. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the

Agreement must be accomplished within ninety (90) days of the date of this Resolution, unless a written extension is granted by Lower Salford Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent preliminary/final approval shall expire and be deemed to have been revoked.

17. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraphs 1 and 2 and deferrals granted in Paragraph 3 (which waivers and deferrals are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraphs 1, 2 and 3 and the conditions set forth above, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held on March 1, 2023.

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

TOWNSHIP ENGINEER REVIEW LETTER

EXHIBIT "A"



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksengineers.com
215.340.0600

December 8, 2022
Ref: #4601-059

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning

Reference: ALMAC Souderton Expansion
Tax Parcel Nos. 50-00-00694-01-2; 50-00-00694-01-1; and 50-00-04093-00-6
Preliminary Plan Review (Third Review)

Dear Mike:

We have received the Preliminary as Final Plans pertaining to the above-referenced land development that you forwarded to our office for review. The plans consist of thirty-eight (38) sheets prepared by Barry Isett & Associates, Inc., dated June 20, 2022, last revised November 9, 2022. Also included with the submission were the following reports and studies:

- Post Construction Stormwater Management Plan for ALMAC Souderton Expansion dated June 17, 2022, last revised November 9, 2022, prepared by Barry Isett & Associates, Inc.;
- Floodplain Analysis dated November 9, 2022 prepared by Barry Isett & Associates, Inc.;
- A waiver request letter dated November 9, 2022 prepared by Barry Isett & Associates, Inc.;
- Auto Turn plans consisting of 14 pages dated June 16, 2022, last revised September 21, 2022, except for the Emergency Vehicle Wambold Road which are dated November 9, 2022. All are prepared by Barry Isett & Associates, Inc.;
- Architecture Plans consisting of two sheets dated May 18, 2022, with latest revisions dated November 7, 2022 prepared by CRB Architects, P.C.

Relative to this matter, we note the proposed land development site is approximately 44.14 acres gross in size and is located on the northwest side of Wambold Road (S.R. 1008) and also has frontage along Fretz Road (S.R. 1008) within the I-Industrial District and the R-IA Residence District. The applicant proposes a 113,410-s.f. two-story (78,680-s.f. footprint) laboratory/light industry/office (31,562-s.f. office; 81,848-s.f. laboratory/light industry), 452 total new parking spaces that include two new parking lots that will contain 430

parking spaces (parking areas F and G), reconfigured existing parking lots 'B' and 'E' that will net 22 spaces, and other pedestrian improvements. This plan shows a 3,818-s.f. larger total floor area within the two stories of the building than the previous plan submission. A right-turn only exit is proposed along Wambold Road (S.R. 1008). New parking areas "F" and "G" will have access from the existing internal parking drive aisle. Stormwater is to be managed by the existing wet pond and two new subsurface detention/bio-retention basins. The proposed building expansion is proposed to be serviced with public water and sewer.

As per your request, we have reviewed the preliminary plans submitted for the proposed Land Development and offer the following comments for consideration by Township Officials:

I. ZONING ISSUES

The following comments are based upon the provisions of the Lower Salford Township Zoning Ordinance:

1. The property is split zoned between the I-Industrial and R-IA Residence District. The proposed Light Industrial, Office, Warehouse and Storage Facilities are permitted uses in the I-Industrial Zoning District but not in the R-IA Residence District. (164-72)

We note all proposed improvements are within the I-Industrial Zoning District.

2. Lighting details are now shown on Sheet 18; however, the specific details (distribution, timer, photo cell, shielding) must be noted for each type of light. (164-25.2.D(1))

II. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE:

The following comments are based upon the requirements of the Lower Salford Township Subdivision and Land Development Ordinance (SLDO):

1. The number of replacement trees must be confirmed. This office calculates a total of 376 caliper inches of trees are to be removed. This would require a total of 44 replacement trees, not 37 trees as indicated on the plans. (142-42.C.1(c))
2. A completed Planning Module for Sewage Facilities must be provided to the Township. (LSTES 109)
3. A detail for the proposed chain link fence and screen wall has now been added to Sheet 30. The Zoning Officer should review the proposed heights of the fence and wall.
4. We have reviewed the following legal descriptions. Comments pertaining to each legal description are below:

- a. ALMAC Central Management LLC – Pedestrian Sidewalk Easement dated November 9, 2022, with no revisions, prepared by Barry Isett and Associates.

We have no comments.

- b. ALMAC Central Management LLC – Drainage Easement dated November 27, 2022, with no revisions, prepared by Barry Isett and Associates.

The plan reference date is incorrect and must be revised.

We note that if the Record Plan is revised, the date of the Record Plan referenced in the legal description must be revised accordingly.

5. The applicant is requesting the following waivers from the Lower Salford Subdivision and Land Development Ordinance as noted on the title sheet and as listed in a waiver request letter dated November 9, 2022 prepared by Barry Isett and Associates:

- a. From Section 142.12 which requires separate submissions of Preliminary and Final Plans.

- b. From Section 142-13.B which requires plan sheet size of 24" x 36".

We note the Montgomery County Recorder of Deeds will only accept 24" x 36" size sheets.

- c. From Section 142-33.A which requires a clear sight triangle of 300 ft. for driveways located on an arterial street.

The site triangle is shown on Sheet C01-02 as 75 ft. within the site which is acceptable to our office.

- d. From Sections 142-26.E and 142-41 which require improvements including curb, sidewalk, and road widening along Skippack Creek Road, Wambold Road, and Fretz Road.

We note a 5-ft.-wide sidewalk is proposed outside the right-of-way for a portion of Fretz Road. No other improvements are proposed along Skippack Creek Road, Wambold Road, or Fretz Road, except for the proposed driveway and driveway improvements along Wambold Road. In addition, the curbs and driveway improvements along Wambold Road are noted on the Record Plan as being deferred.

- e. From Section 142-35.C(1) which requires sidewalks, curbs, and storm sewers be installed along existing and proposed parking areas.

Sidewalks are only proposed along a portion of new lots 'F' and 'G' and no improvements are proposed with the existing parking areas. Curbing

is not proposed along sections of parking lots 'E', 'F', and 'H'. Tire stops have been shown where no curbing is proposed.

- f. From Section 142-39.B(2) which requires no permanent excavation shall be made with a cut face steeper than 4:1.

All slopes that are greater than 4:1 are shown on Sheet 7 and are noted as requiring to be stabilized with an erosion control blanket.

- g. From Section 142-42.D(2)(a) which requires planting islands to be 10' x 20'.

The plans propose planting islands of 10' x 18'.

- h. From Section 142-43 and attachment 7 requiring all proposed plantings be in the approved list of acceptable plant materials.

Juniperus Horizontalis (Blue Chip Juniper) and Cornus Alba (Dwarf Red Twig Dogwood) plantings are not included in the approved planting list. These two species were originally allowed and installed during the original construction of the ALMAC Land Development. We have no objection to this request.

- i. From Section 142-45 requiring that all graded or disturbed areas of the site shall be stabilized as quickly as possible by seeding or planting on slopes of less than ten (10%) percent and shall be stabilized by sodding on slopes between 10% and 20% and planted in ground cover on slopes of 20% or more.

The applicant is requesting a waiver to not require sod on slopes between 10% and 20% and to allow a seed mix and erosion control matting in these areas.

- j. From LSTES 107.2(D) and 107.5(A) which requires the minimum internal diameter of storm sewer to be 18 inches.

The plans propose a minimum pipe diameter of 15 inches for storm sewers and 8 inches for roof and trench drains and stairwell laterals.

- k. From Section LSTES 107.6(A) requiring all storm sewer pipe to be Reinforced Concrete Pipe (RCP).

The applicant is requesting a waiver to allow all storm sewer within the site to be HDPE and the 15 LF storm sewer extension along Wambold Road to be CMP. All stormwater management facilities (underground detention facilities) outlet pipes are to be watertight RCP.

III. STORMWATER MANAGEMENT, GRADING, AND EROSION CONTROL

The following comments pertain to stormwater management, storm drainage, grading, and erosion and sedimentation control aspects of the current plan submission and are based upon the requirements of the Subdivision and Land Development Ordinance (SALDO) and the Lower Salford Township Engineering Standards (LSTES). This project is located within the watershed of the Skippack Creek.

1. Whenever a watercourse is located within a development site, it is the responsibility of the developer to stabilize existing, eroded stream channels. The applicant is proposing two bio-swales and a vegetated swale to provide sediment reduction for the Township's MS4 permit. The Narrative, calculations, and report have been forwarded to PADEP for review and approval. (142-99(2))
2. The applicant must execute a Stormwater Controls and Best Management Practices Operations and Maintenance Agreement that addresses all stormwater facilities. (142-113)
3. The applicant must obtain approval of the Erosion and Sedimentation Control Plan and an NPDES Permit for Stormwater Discharges associated with Construction Activities from the Montgomery County Conservation District is required. (142-107)
4. The plans propose disturbance to wetlands. A joint permit from PADEP may be required along with a Jurisdictional Determination (JD) from the Army Corps of Engineers. Additionally, general permits may be required for the utility crossings and pedestrian bridge.
5. Some roof drains have been added to the storm profiles on Sheet 15 as requested. All of the roof drain connections must be shown/noted in the profiles to determine potential utility conflicts.
6. A low point is indicated on the new driveway access near the 265 contour north of the building expansion that appears incorrect and must be revised.
7. The profile for the Driveway Plan on Sheet C03-06 has been revised to show two 36-inch diameter pipes, but the labeling in the profile indicates three 36-inch diameter pipes. Storm pipe C-410 to the 36-inch diameter pipe indicates three 15-inch pipes. The profile must be revised.

IV. GENERAL COMMENTS

1. Executed Water & Sewer Service Agreements must be submitted to the Township.
2. Approval from the Authority Engineer is required.
3. Approval from the Township Traffic Engineer is required.

4. A Highway Occupancy Permit from PennDOT is required.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers



Michele A. Fountain, P.E.

MAF/klk

cc: Board of Supervisors (5) (via email)
LST Planning Commission (7) (via email)
Joseph Czajkowski, Township Manager (via email)
LST Staff (3) (via email)
James Garrity, Esq., Township Solicitor (via email)
Andrew Freimuth, Esq., Wisler Pearlstine, LLP (via email)
LSTA (3) (via email)
Stephanie Butler, P.E., Township Traffic Engineer (via email)
Claire Warner, MCPC (via email)
James Corrigan, ALMAC Group (via email)
James Mazeika, P.E., Barry Isett and Associates (via email)
John Evarts, P.E., CKS Engineers, Inc.
File

TOWNSHIP TRAFFIC CONSULTANT REVIEW LETTER

EXHIBIT "B"



December 7, 2022

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

RE: Almac Souderton Expansion: Traffic Land Development Review #2 and HOP Review #1
Preliminary/Final Land Development Submission
Highway Occupancy Permit (HOP) Plans Submission
Lower Salford Township, Montgomery County, PA
McMahon Project No. 822489

Dear Joe:

Per your request, McMahon, a Bowman company (McMahon) has completed a traffic engineering review related to the proposed expansion of Almac located in the northwest quadrant at the intersection of Wambold Road and Fretz Road. According to the *Land Development Plans*, the existing site consists of two buildings and associated parking lots. Access to the site is currently provided via a full-movement access along Fretz Road and a right-out only access onto Wambold Road, a right-out right-in access onto Wambold Road with the right-in movement restricted to emergency vehicles only. The applicant is proposing to expand existing Building 2 to provide an additional 110,000 square feet of space, to provide a new parking lot to replace existing parking that will be lost due to the building expansion, and to provide a new access on the north side of the parcel to Wambold Road that is proposed to be right-out only.

The following documents were reviewed as part of the submission:

- Preliminary/Final Land Development Plans for the Almac Souderton Expansion (38 Sheets), prepared by Barry Isett & Associates Inc., dated November 9, 2022
- Truck Movement Plans (14 Sheets), prepared by Barry Isett & Associates Inc., revised November 9, 2022
- Response to Comments letter, prepared by Barry Isett & Associates Inc., dated November 9, 2022
- Highway Occupancy Permit Plans, prepared by Barry Isett & Associates, dated October 21, 2022 (12 Sheets), and subsequent documents submitted December 2, 2022
- CS-4401 Forms, prepared by Barry Isett & Associates.

Based on the review of the above listed document(s) and in conjunction with the Township Engineer (CKS Engineers), and the Township's *Subdivision and Land Development Ordinance (SALDO)* and *Zoning Ordinance (ZO)* requirements, McMahon offers the following comments for consideration by the Township and further action by the applicant as the project advances through the formal land development process.

General Items

1. The applicant's engineer must put together a letter with the formal highway occupancy permit package, etc. that provides a response on how each comment has been addressed, and where each can be located in the submission. For ease of reference, please refer to the overall Drawing/Page Number for any comment that addresses a modification to the land development plan set or to the section of the traffic impact assessment, if applicable.
2. As Wambold Road (SR 1008) and Fretz Road (SR 1008) are state highways, a highway occupancy permit will need to be obtained from PennDOT. The applicant is reminded to copy the Township on all submissions and correspondence to/from the Department and invite the Township to any scheduled meetings to discuss the project. Concurrent submissions of the Land Development plans, and Highway Occupancy Permit plans will aid in the review of the project, and allow for consolidated review letters to be issued.
3. The following condition statement should be considered and ultimately incorporated into the Developer's Agreement by the Township Solicitor. This condition was discussed at the September 7, 2022 meeting with the applicant to address the review comments issued by McMahon on August 5, 2022 regarding the *Transportation Impact Assessment, and updated following the October 26, 2022 Planning Commission Meeting*:

The applicant will conduct a post-development traffic impact study once the PennDOT PA 309 Connector projects (HT2 and HT3) are constructed (regardless of when it is completed) to evaluate the traffic conditions for all access driveways for the ALMAC parcel along with the signalized intersection of Wambold Road and Fretz Road. As part of the traffic evaluation with completion of the PA 309 Connector Project, right-turn lane warrants will be evaluated for the southern Wambold Road access. If, at that time, a separate right-turn lane is warranted, then the applicant would be required to install the lane.

4. The Township may also want to consider placing the following condition in the Developer's Agreement in the event that security gates are requested for the facility in the future:

If security gates are proposed to be installed at a future date for ALMAC to control access to/from the parcel, then plans noting the locations and types of gates and fencing, as well as vehicle turnaround areas and an evaluation of the queues associated with entering vehicles during the peak shift and details on how the gates would be operated (i.e., security officer and/or kiosk access).

Land Development Plans

1. It appears that a tree is proposed within the clear sight distance triangle on Sheet 18 for the proposed right-out only access. The tree should be relocated in accordance with *Section 142-33.D of the SALDO*.

2. Two "One-Way" signs should be added to each of the "Do Not Enter" sign posts for the right-out-only access.
3. A detailed ADA curb ramp opening (i.e. Type B Island Access Opening) must be designed for the proposed right-in/right-out access on Wambold Road.
4. While we understand that PennDOT is requesting the pedestrian needs accommodation study in lieu of the mid-block crossing study, the available sight distance needs to be provided for the crosswalk at Fretz Road (SR 1008) and the Almac Driveway indicating that adequate sight distance is available in each direction, since Fretz Road is not stop-controlled at this location.
5. The Fretz Road pedestrian crossing should include high visibility pavement markings. It is noted that the pedestrian crossing signing is shown on the Highway Occupancy Permit Plans.
6. The profile for the proposed right-out access must be updated to include the existing roadway slope. There should be a gutterline provided along the edge of the Wambold Road shoulder which will collect any runoff from the proposed access and minimize the amount entering the Wambold Road area.
7. Additional spot elevations should be provided along the proposed accesses to show the grading along Wambold Road and the gutterlines in front of the accesses.
8. The Land Development plans should include a driveway plan and profile (similar to Sheet C03-05) for the proposed right-in/right-out access onto Wambold Road. This driveway profile should also be added to the HOP plans.
9. Proposed "Object Marker" (OM1-3) and "Keep Right" (R4-7) signs should be added to the nose of the concrete island at the proposed right-in/right-out access onto Wambold Road.

Highway Occupancy Permit Plans

10. The pavement markings for the right-in/right-out access to Wambold Road should include a 4" double yellow line with a single 4" yellow adjacent to the island on the egress and ingress sides.
11. The signing for the proposed right-out-only driveway should match the land development plans, including the requested "One-Way" signs.
12. The proposed white edge line for the right-in/right-out egress/ingress lanes should tie into the existing white edge line on Wambold Road (not the existing edge of pavement/shoulder) on Sheet 5 and 7 of the HOP plans. The markings along the Wambold Road side of the island should extend to the existing white lane edge line and transverse lines be shown as 24" White at 16' O.C. All proposed pavement markings should be labeled with width and color.

13. Dimensions should be provided on the ADA plans to confirm the values provided on the CS-4401 forms.
14. The proposed longitudinal slopes for Ramp #21 exceed the maximum value of 5% for a proposed walkway.
15. The ramps at the intersection of Fretz Road (SR 1008) and the Almac Driveway are located partially within the PennDOT Legal Right-of-Way, and are therefore, the responsibility of the Department (PennDOT) to provide the review.

Waiver Requests

McMahon notes the following regarding the traffic-related waivers requested in the letter. Please note the numbers correspond to the numbers utilized in the waiver request letter.

3. Section 142-26.E & 142.41 Sidewalks, shared-use paths, curbs, and storm sewers to be added along all existing and proposed streets.

Response: McMahon notes that no curb is proposed along Wambold Road, and sidewalk is only provided on a portion of the Fretz Road frontage. It is recommended that this waiver request be deferred for the Wambold Road frontage only as related to curbs and/or storm sewers until the post-study with completion of the PA 309 Connector Project is conducted, since a separate right-turn lane may then be warranted for the southern access driveway.

4. Section 142-33.A Clear sight triangles of 300 FT for proposed driveway

Response: *Section 142-33 of the SALDO* requires a 300-foot clear sight distance triangle for principal arterials and Wambold Road is classified as a principal arterial on the Township's *Road Classification Map*. McMahon does not object to the granting of this waiver as the origin distance along the proposed driveway has been revised to 75-feet, and the distance in each direction of travel along Wambold Road is measured as 300 feet.

If the Township has any questions, or requires further clarification, please contact me at sbutler@mcmahonassociates.com or 215-283-9444.

Respectfully,



Stephanie L. Butler, P.E.
Senior Project Manager

MEE/SLB/SAK

cc: Lower Salford Board of Supervisors
Lower Salford Township Planning Commission
Michael Beuke, Lower Salford Township
Holly Hosterman, Lower Salford Township
Michele Fountain, P.E., CKS Engineers
James Garrity, Esq., Lower Salford Solicitor
Don Lynch, Lower Salford Fire Marshal
Andy Freimuth, Esq., Wisler Pearlstine, LLP
Connie Weimer, LSTA
Thomas Duffy, P.E., LSTA Engineer
Mark Mattucci, LSTA Project Manager
Claire Warner, Montgomery County Planning Commission
Jim Corrigan, Almac Group
James A. Mazeika, PE, Barry Isett & Associates
Fran Hanney, PennDOT Dist 6-0
Amalija Jurcik, PennDOT Dist 6-0

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85 South Route 100, Allentown, PA 18106

610.398.0904 610.481.9098

barryisett.com

February 23, 2023

Project #1074819.002, 02-01LDPSD

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

Dear Board Members:

RE: ALMAC SOUDERTON EXPANSION
Revised Waiver and Deferral Request Letter

On behalf of the applicant, Barry Isett and Associates is requesting waivers from the following sections of the Lower Salford Township Subdivision and Land Development Ordinance and Lower Salford Township Engineering Standards (LSTES) with regards to the proposed preliminary/final Land Development plans submitted on November 9, 2022:

1. 142.12 – Plans must be classified as preliminary or final plans.

This waiver is requested to classify the plans as preliminary/final. Most of the features on this plan were previously approved as part of the Land Development for the original campus project in 2008.

2. 142-13.B – Sheet size shall be 24" x 36"

This waiver is requested to provide plan sheets at a dimension of 30" x 42". The larger sheet size allows the scale to be larger and easier to read because of the size and shape of this project site. The Recorder of Deeds was consulted to confirm that the 30" x 42" plans may be printed to a reduced sheet size of 24" x 36" for recording purposes.

3. 142-33.A. Clear sight triangles of 300 FT for proposed driveway

The size of the sight triangles, as defined by the ordinance are not feasible. A waiver is requested to allow a 300' x 75' clear sight triangle as recommended by the Township Engineer and Township Traffic Engineer.

4. 142-35.C(1) – Sidewalks, curbs, storm sewers to be added along all existing and proposed parking lots

A waiver is requested from the curb requirement since the existing and proposed parking areas were designed to sheet flow stormwater directly into the vegetated islands for water quality purposes. In areas where cars may overhang the sidewalk or edge of paving, wheel stops are proposed to manage vehicles.

5. 142-26.E & 142.41 – Sidewalks or shared-use path along the western portion of the Fretz Road Frontage

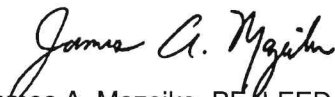
A waiver is requested from providing a sidewalk or shared-use path along the portion of Fretz Road west of the existing main driveway where the location of the existing stormwater management basin and stream with wetlands make a sidewalk or path infeasible. A walkway to the east of the driveway is proposed with this project, and curb and storm sewers

currently exist along Fretz Road to meet the other requirements of Section 142-26.E & 142.41.

6. 142-39.B(2) – Maximum permitted lawn slope 4:1
3:1 slopes are proposed in some areas to minimize the impacts of grading. Erosion control matting has been specified on the plans to stabilize the slopes after they are seeded.
7. 142-42.D(2)(a) – Planting islands shall be 10' x 20'
A waiver is requested from the planting island length requirement since it does not match the required parking space length of 18'.
8. 142-43 & 142 Attachment 7 – Follow Attachment 7 Planting List
Although *Juniperus Horizontalis* and *Cornus Alba* plantings are not included in the current approved planting list, they were originally allowed and installed with the original headquarters project. A waiver is requested to allow these plantings in the proposed landscaping plan to provide consistency through the site.
9. 142-45 – Stabilization of graded and disturbed areas of the site with sodding and ground cover
This section requires disturbed areas up to 10% slope be seeded, areas from 10% - 20% to be sodded, and areas over 20% slope to be planted with ground cover. A waiver is requested to allow a suitable seed mix and erosion control matting in lieu of the sodding and groundcover requirement.
10. LSTES 107.2.D & 107.5.A – Minimum 18" diameter storm sewer requirement
A waiver is requested to allow internal site storm sewers with a minimum diameter of 15" for conveyance pipes and minimum diameter of 8" for roof, trench, and stairwell laterals.
11. LSTES 107.6.A – Requirement to use RCP pipe material for site storm sewers
A waiver is requested to allow the use of HDPE pipe for all internal site storm sewers excluding detention facility outlet pipes. A waiver is also requested to allow the use of corrugated metal pipe (CMP) to extend an existing CMP along Wambold Road in the PennDOT right-of-way.

A deferral is also requested from the requirements in 142-26.E & 142.41 for sidewalks, shared-use paths, curbs, and storm sewers to be added along Skippack Creek Road, and the curb requirement along Wambold Road. A shared-use recreation path, storm sewers, and a portion of curbing already exist along the Wambold road to satisfy the remainder of the requirement in 142-26.E & 142.41..

Sincerely,



James A. Mazeika, PE, LEED AP
Project Manager

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

RESOLUTION NO. 2023- 10

Jacob's Crossing Development

A RESOLUTION GRANTING AN EXTENSION OF THE FIVE-YEAR TIME PERIOD OF PROTECTION FROM INTERVENING CHANGES IN THE TOWNSHIP'S ORDINANCE THAT ADVERSELY AFFECT THE RIGHT TO COMMENCE AND COMPLETE IMPROVEMENTS ON THE APPROVED PLANS FOR THE JACOB'S CROSSING DEVELOPMENT AS REQUIRED BY SECTION 508 OF THE MUNICIPALITIES PLANNING CODE

WHEREAS, on June 1, 2016, the Lower Salford Board of Supervisors granted preliminary land development approval by Resolution No. 2016-15 ("Preliminary Approval") for the construction installation of certain improvements as part of a development on Oak Drive known as "Jacob's Crossing" (the "Development") pursuant to certain plans prepared by Lenape Valley Engineering, Inc., dated June 16, 2015, last revised March 25, 2016 ("Preliminary Plans"); and

WHEREAS, on August 2, 2017, the Lower Salford Township Board of Supervisors granted final land development approval for the Development by Resolution 2017-10 ("Final Approval") pursuant to plans prepared by Lenape Valley Engineering, Inc., dated June 16, 2015, last revised May 11, 2017 ("Final Plans"); and

WHEREAS, the Preliminary Plans and the Final Plans shall hereinafter referred to collectively as the "Plans", and the Preliminary Approval and the Final Approval shall hereinafter be referred to as the "Approval"; and

WHEREAS, although a plan or plat approval is valid in perpetuity, Section 508 of the Pennsylvania Municipalities Planning Code (“MPC”) provides, in part, that when an application for approval of a plat, whether preliminary or final, has been approved, no subsequent change or amendment in the zoning, subdivision or other governing ordinance or plan shall be applied to adversely affect the right of the applicant to commence and to complete any aspect of the approved development in accordance with such approval within five years from such approval (“Vesting Period”); and

WHEREAS, Section 508 of the MPC further provides that where final approval is preceded by preliminary approval, the Vesting Period shall be counted from the date of preliminary approval; and

WHEREAS, in accordance with Section 508 of the MPC, the Vesting Period for the Approval expired on June 1, 2021, although the Approval remains valid; and

WHEREAS, to date, the Plans have not been recorded and construction of the Development and improvements depicted thereon has not commenced; and

WHEREAS, the Development has been sold to Kay Builders doing business as Kay Harleysville LLC (“Kay”), who has requested that the Vesting Period be extended by the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Lower Salford Board of Supervisors hereby grants and an extension of the Vesting Period for an additional period of one (1) year from the date of this Resolution to March 1, 2024.
2. The Development is intended to utilize a yet to be constructed Township road known as the Oak Drive Extension for access. The construction of the Oak Drive Extension

is shown on the Plans and is the obligation of Kay pursuant to the Plans as the owner of the property on which the Development (and the Oak Drive Extension) will be constructed. An adjoining development known as Highpoint at Salford is currently under construction by Foxlane Homes at Oak Drive, LLC ("Foxlane"). Highpoint at Salford is also intended to utilize the Oak Drive Extension for access. Since construction of the Development has not commenced and construction of the Highpoint at Salford development is underway, Kay, Foxlane and the Township have agreed to terms for the construction of the Oak Drive Extension by Foxlane as part of the Highpoint at Salford development. The grant of extension set forth in this Resolution is in consideration of Kay's agreement to allow Foxlane to complete the Oak Drive Extension and is conditioned upon the execution of said agreement by Kay, Foxlane and the Township.

3. All terms and conditions of the Approval and the Plans, not inconsistent herewith, shall remain in full force and effect, and the Township hereby extends the time period by which the Plans must be recorded and the funding of all escrows for the completion of the improvements required by the Plans shall be funded to be commensurate with the expiration of the Vesting Period as extended by this Resolution.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held on March 1, 2023.

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

Prepared By/

Return to: Giovanna Raffaelli, Esquire
 Foxlane Homes at Oak Drive, LLC
 500 Office Center Drive, Suite 200
 Fort Washington, PA 19034
 Phone: (215) 416-8252

Tax Parcel No.: 50-00-04393-00-3
 50-00-00718-00-0

**TRI-PARTY AGREEMENT RELATED TO
INSTALLATION OF THE OAK DRIVE EXTENSION**

LOWER SALFORD TOWNSHIP, a municipal corporation and Second-Class Township located at 379 Main Street, Harleysville, Montgomery County, Pennsylvania (“Township”);

AND

FOXLANE HOMES AT OAK DRIVE, LLC, a Pennsylvania limited liability company, having an office address located at 500 Office Center Drive, Suite 200, Fort Washington, Montgomery County, Pennsylvania (“Foxlane”);

AND

KAY HARLEYSVILLE, LLC, a Pennsylvania limited liability company, having an office address located at 5930 Hamilton Boulevard, Suite 10, Allentown, Lehigh County, Pennsylvania (“Kay”).

WITNESSETH:

WHEREAS, over the past years, the Township has granted unto Foxlane and Kay (at times, collectively and/or singularly, and generally referred to as “Developer(s)”) approvals for separate residential subdivisions and land developments which intend to utilize a Township Road generally known as the Oak Drive Extension as their respective primary ingress and egress into and from each development; and

WHEREAS the various approvals and conditions set forth therein are memorialized through respective Approval Resolutions as set forth hereinafter:

- (a) Foxlane—Resolution Nos. 2020-25 and 2021-06 (62 residential units) (the “Foxlane Project”);

(b) Kay—Resolution Nos. 2017-10 (42 Townhouse Units and 1 Single Family Unit) (the “Kay Project”)

All of which are on file with the Township and incorporated herein by reference; and

WHEREAS, upon granting of these Approval Resolutions, the Township and each respective Developer are required to enter into separate development agreements for their respective projects memorializing each Developer’s respective obligations and conditions of approval; and

WHEREAS, Foxlane entered into its development agreements for the Foxlane Project and recorded its approved plan on or about May 26, 2022; and

WHEREAS, as of the date of this Agreement, Kay has not yet entered into its development agreements nor recorded its approved plan, however, the Kay Approval Resolution requires Kay to undertake certain improvements to extend Oak Drive as indicated on the Kay approved plans for the Kay Project prepared by Lehigh Valley Engineering, Inc. (“LVE”), dated 6/15/2015, last revised 1/16/2023 identified as Jacob’s Crossing, Sheets 1 through 45 attached hereto as **Exhibit “A”** (referred to herein to as the “Oak Drive Plans”); and

WHEREAS, both the Kay Project and the Foxlane Project rely upon construction of the Oak Drive Extension; and

WHEREAS, as the result of Kay not being ready to enter into its development agreements and record its plans, and the Township’s desire to have the Oak Drive extension construction completed sooner rather than later, the Township and Developers desire to enter into this Agreement to establish and memorialize the coordination of the installation of the Oak Drive Extension by Foxlane, and the mutual understandings between the parties related to certain permits, inspections, security, and maintenance.

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

1. IMPROVEMENTS. The improvements required as part of the Kay Project that also benefit the Foxlane Project, include, but are not limited to the installation of the Oak Drive extension to its binder course, certain erosion and sediment controls, stormwater management improvements, water line improvements, including as-builts of the applicable stormwater improvements and Oak Drive extension, all of which are shown on the Oak Drive Plans and also included on the Oak Drive Improvements List and Cost Estimate attached hereto as **Exhibit D** (collectively the “Oak Drive Improvements”). For the avoidance of doubt, the Oak Drive Improvements do not include the final wearing course of the Oak Drive Extension.

2. CONSTRUCTION OF IMPROVEMENTS BY FOXLANE. Given that the Foxlane Project is already under construction and the Kay Project is not yet ready to proceed, Kay, Foxlane and the Township agree that Foxlane shall construct the Oak Drive Improvements in accordance with the terms and conditions of this Agreement including but not limited to the following:

(a) The Township and Foxlane shall enter into an Amendment to the Land Development and Financial Security Agreement dated May 26, 2022 amending Section 13 of said agreement.

(b) Foxlane shall engage CVA, Inc. ("CVA") to complete the Oak Drive Improvements subject to the terms and conditions of the Agreement and with the approval of Kay.

(c) Foxlane, shall execute the contract with CVA for the Oak Drive Improvements pursuant to the construction bid attached hereto as **Exhibit "B"** (the "CVA Contract"). The Contract shall provide that Contractor shall provide a twelve (12) month warranty on the Oak Drive Improvements which warranty shall be transferrable to Kay upon acceptance of the Oak Drive Improvements by the Township as further provided herein.

(d) CVA shall become a co-permittee on the NPDES permit for the Kay Project with respect to the Oak Drive Improvements.

(e) Foxlane shall manage CVA to complete the Oak Drive Improvements at no expense to Kay.

(f) Subject to completion of the Oak Drive Improvements in accordance with this Agreement, at the time Kay enters into its development agreements for the Kay Project and records the approved plan for the Kay Project (or otherwise begins construction of the Kay Project, whichever is earlier) (collectively the "Kay Conditions"), Kay shall assume responsibility for all remaining improvements to the Oak Drive extension as shown on the approved plans for the Kay Project as part of its development agreements (exclusive of the Oak Drive Improvements as that term is defined herein) and thereafter complete the formal dedication of the Oak Drive Extension at the appropriate time. The Township shall release Foxlane's Financial Security for the Oak Drive Improvements in accordance with paragraph 20 below.

(g) As part of the Oak Drive Improvements, Kay and Foxlane shall cooperate and execute all documentation reasonably required by any utility providers, the Township and other governmental entities as is required for Foxlane to complete the Oak Drive Improvements and for the purposes set forth in this Agreement.

(h) The Township, Foxlane and Kay agree to copy all parties on any inspections, notices and other correspondence regarding the construction of the Oak Drive Improvements. Further, prior notice of all inspections shall be provided to Kay by Foxlane at least two (2) business days in advance of said Township inspection.

3. REIMBURSEMENT OF FOXLANE COSTS FOR THE OAK DRIVE IMPROVEMENTS.

(a) Foxlane shall advance the costs required to complete the Oak Drive Improvements. These costs shall include, without limitation, the costs paid to CVA (including any change orders reasonably approved by Foxlane, Kay, and the Township (if deemed necessary in the sole discretion of the Township)¹), any plan or permit field changes required once the Oak Drive Improvements begin (if required), all Township inspection escrows, all Township legal fees in connection with this Agreement and the Oak Drive Improvements and any other reasonable and necessary costs incurred by Foxlane under this Agreement to complete the Oak Drive Improvements to the satisfaction of the Township and Foxlane taking into consideration the construction of the Oak Drive Improvements (collectively, the "Oak Drive Improvement Costs"). Foxlane shall not charge Kay a management fee for its work under this Agreement.

(b) Foxlane shall keep complete and accurate records as to all of the Oak Drive Improvement Costs. Foxlane shall send to Kay (i) monthly statements as to the Oak Drive Improvement Costs paid by Foxlane and (ii) a full and complete accounting as to the Oak Drive Improvement Costs paid by Foxlane after the completion of the Oak Drive Improvements.

(c) The interest on the Oak Drive Improvement Cost shall increase to ten percent (10%) per annum if Kay defaults under this Agreement or under the Foxlane Mortgage referenced below. The Oak Drive Improvements Costs shall include all accrued default interest, if any, and shall be collectively referred to as the "Total Project Costs."

(d) Kay shall be required to reimburse Foxlane for the Total Project Costs upon completion of the Kay Conditions.

(e) As security for repayment of the Total Project Costs, upon execution of this Agreement, Kay shall grant Foxlane an open-end mortgage against the Kay Property (the "Foxlane Mortgage"). The Foxlane Mortgage shall be an Open-End Mortgage in the amount of up to _____ Dollars (\$) (subject to the approval of Meridian Bank), and shall secure Kay's obligations under this Agreement. Foxlane shall release the Foxlane Mortgage against the Kay Property upon Kay's payment of the Total Project Costs to Foxlane. The Foxlane Mortgage shall be a second mortgage and shall only be behind the Meridian Mortgage. Foxlane and Kay agree to enter into an agreed form of subordination agreement with Meridian Bank in connection with the Foxlane Mortgage. Foxlane shall pay the costs for the preparation and review of the subordination agreement. Upon payment to Foxlane of the Total Project Costs, Foxlane shall satisfy the Foxlane Mortgage.

¹ All Contractor requested Change Orders must be provided in writing to Foxlane, Kay and the Township (if deemed necessary in the sole discretion of the Township). Foxlane, Kay and the Township (as required) shall each provide their written response (approval/modification/denial) to Contractor within fifteen (15) days of receipt. Kay's or the Township's failure to respond in writing to Contractor shall be deemed Kay's and the Township's approval of the Change Order. If the parties cannot agree on a Change Order, Foxlane shall use its commercially reasonable judgment with respect to approval, denial or modification of the requested Change Order and the parties shall submit the resulting costs of any such Change Order to an independent third party reviewer for final decision as to whether the costs shall be added to the Total Project Costs at the time of the Township acceptance of the Oak Drive Improvements; provided that, the parties acknowledgment that any Change Orders that modify the Oak Drive Plans require the approval of the Township.

(f) Foxlane shall reimburse Kay reasonable attorney's fees and engineering fees associated with the preparation and finalization of this Tri-Party Agreement for the construction of Oak Drive not to exceed Five Thousand Dollars (\$5,000.00) in total upon presentation of paid invoices from Kay's attorney and engineer.

4. PLAN REVISIONS, PERMITS AND APPROVALS.

(a) The terms of this Section 4 shall only be applicable, if, during the construction of the Oak Drive Improvements it is determined that the Oak Drive Plans or permits must be amended in order to complete the Oak Drive Improvements.

(b) Foxlane and Kay shall jointly engage LVE and any other required consultants to (1) revise the Oak Drive Plans and other development documentation as is required and (2) modify all existing permits and approvals for the Oak Drive Plans to allow the Oak Drive Improvements (collectively, the "Plan Modification Work"). The Plan Modification Work shall be completed in a manner that will allow the Oak Drive Improvements to be completed and shall be added to the Total Project Costs.

5. OAK DRIVE IMPROVEMENTS AND OAK DRIVE EXTENSION FINAL WEARING COURSE AND DEDICATION.

Once Foxlane completes the Oak Drive Improvements in accordance with this Agreement, Foxlane shall notify the Township and Kay in writing and request a final inspection of the Oak Drive Improvements by the Township. The Township and Kay agree to provide its inspection results to Foxlane, Township and Kay within forty-five (45) days of Foxlane's written request as further provided in this Agreement (the "**Punch List**"). Foxlane shall complete all repairs to the Oak Drive Improvements set forth on the Punch List and any such costs will be added to the Total Project Costs. With respect to the final wearing course and any remaining improvements for the Oak Drive Extension as shown on Kay's approved plans for the Kay Project, Kay shall remain responsible for such improvements and the dedication of the Oak Drive Extension. The Township, Kay and Foxlane agree that the final wearing course for the Oak Drive Extension shall be constructed in accordance with Township ordinances and specifications pursuant to any sequence of construction approved by the Township. Notwithstanding Kay's responsibility for the wearing course as set forth herein, Foxlane and Kay agree that Foxlane shall post financial security for and install the final wearing course for the Oak Drive Extension as a part of Foxlane's obligation to construct the additional Oak Drive road, culvert and trail improvements required as a part of the Foxlane Project, in the event that Kay or its successors and assigns has not entered into its development agreements for the Kay Project and recorded the approved plan for the Kay Project by the time Foxlane is obligated to commence such additional improvements to Oak Drive. Any costs incurred by Foxlane for the installation of the wearing course shall be added to the Total Project Costs in accordance with this Agreement.

6. UPKEEP AND MAINTENANCE OF OAK DRIVE IMPROVEMENTS. Until such time as the Kay Conditions are satisfied, Foxlane shall maintain the Oak Drive Improvements.

7. EASEMENTS.

(a) Kay shall grant Foxlane a construction easement, in the form attached hereto as **Exhibit "C"** (the "Easement Agreement"), to access the Kay property for Foxlane to complete all of the work required under this Agreement.

(b) Kay shall provide Foxlane with copies of all necessary off-site easements (if any) obtained by Kay which are necessary for CVA to complete the Oak Drive Improvements.

8. OAK DRIVE IMPROVEMENTS. The Oak Drive Improvements to be constructed or installed by Foxlane (as well as the estimated costs of completing each) are listed on **Exhibit "D"** attached hereto, which is expressly made a part hereof. The Oak Drive Improvements are to be completed within nine (9) months from the date this Agreement (or a memorandum thereof) is recorded unless such time period is extended in writing at the discretion of the Board of Supervisors as authorized by the Pennsylvania Municipalities Planning Code. The following Township provisions shall be applicable to the Oak Drive Improvements:

(a) Cartways. The installation of binder course paving prior to March 15th of any year shall require the prior written approval of the Township Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Storm Drainage. Foxlane shall construct storm drainage as shown on the Oak Drive Plans in order to adequately drain the Oak Drive Improvements of surface waters. In the event that at any time during the construction it is determined by the Township Engineer, upon visual inspection of the operation of such storm water drainage and detention system, that the system as designed is inadequate or ineffective, in whole or in part, Foxlane shall make all changes necessary to the storm drainage system to adequately and appropriately drain the Oak Drive Improvements of surface waters. Any such changes in the storm water drainage system for the Oak Drive Improvements shall be reviewed and approved by the Township Engineer. Foxlane shall obtain any necessary storm drainage easements and permit, if any, at the sole cost of Developers.

(c) Signs. Foxlane shall erect such street signs, traffic control signs and no parking signs within the area of the Oak Drive Improvements as shown on the Oak Drive Plans and determined exclusively by the Township pursuant to the terms of its Ordinances. Such signs shall be of the type, size and construction designated by the Township Ordinances and shall be paid for by Developers.

9. TOWNSHIP CONDITIONS PRECEDENT TO CONSTRUCTION. Before commencing construction of the Oak Drive Improvements, Foxlane shall submit to the Township Engineer the specifications for any materials not specifically set forth or designated on the Oak

Drive Plans which are to be used in such construction, and Foxlane shall not proceed with any construction without the written approval of the Township Engineer. Further, no construction of the Oak Drive Improvements shall commence until:

- (a) this Agreement is duly signed and acknowledged;
- (b) at the option of the Township, a Memorandum of this Agreement is duly signed, acknowledged and recorded;
- (c) all fees required by Township ordinances and regulations are paid, including payment of legal and engineering fees and expenses incidental to review this Agreement to date; and
- (d) Foxlane tenders financial security in the form of a performance bond, approved by the Township Solicitor, to secure completion of the Oak Drive Improvements.

10. CONSTRUCTION, INSTALLATION OR SUPPLY OF IMPROVEMENTS IN ACCORDANCE WITH THE SPECIFICATIONS. All Oak Drive Improvements shall be constructed, installed or supplied by the Foxlane in accordance with the requirements and specifications of the Township, Pennsylvania Department of Transportation, Pennsylvania Department of Environmental Protection, and all other laws, ordinances, rules and regulations of all duly constituted public authorities which shall have jurisdiction over the installation, construction, supply or maintenance of any of the Improvements. All utility lines to be installed (if any) in the Oak Drive Improvements shall be placed underground. It shall be Foxlane's obligation to locate all underground structures and utilities which may be encountered during the construction of the Oak Drive Improvements, including but not limited to water, steam, oil and gas mains and lines; storm and sanitary sewers, telephone lines, cable television lines, electric conduits, and other underground installations, and to make adequate provisions to protect the same from damage or disruption. In order to determine the location of the underground structures and utilities aforesaid, Foxlane shall arrange with the owners of such underground structures or utilities to assign a representative to mark the locations thereof. Foxlane shall pay any cost of digging test holes, the cost of services of the representatives of the owners of such utilities for the location of such utilities, the cost of determining the location and all other costs attendant with the identification of and protection of all underground utilities. Foxlane shall not enter upon or occupy with men, tools or materials, any private lands outside the Oak Drive Improvements, without the written permission of the owners of such private adjacent tracts having been obtained in advance. Foxlane shall be responsible for all damage to the sanitary sewer system of the Township or any authority, the Township's storm sewer system or any existing public water system which result from Foxlane's construction or development of the Oak Drive Improvements and shall immediately repair all such damage.

11. PRIOR NOTICE TO THE TOWNSHIP OF INTENT TO BEGIN GROUND CLEARING. No grading, excavating, removing or destruction of top soil, trees or other

vegetative cover of any kind nor changes in the contours of the Oak Drive Improvements shall be made unless and until the Township Engineer has been given seventy-two (72) hours written notice of Foxlane's intention to do so. Upon receipt of such written notice, the Township Engineer shall certify that all appropriate soil erosion and sedimentation control measures applicable to the specific work being initiated by Foxlane have been put into place. In addition, Foxlane shall have installed snow fencing or other barriers acceptable to the Township Engineer to specify the limits of ground clearing so that trees and other vegetation not proposed to be affected by the construction of roads, homes or other improvements are not affected during the ground clearing process. Permission to grade and/or clear ground shall not be granted by the Township Engineer for any portions of the Oak Drive Improvements on which soil and erosion control measures as well as tree protection fencing have not been fully installed.

12. SOIL EROSION, SEDIMENTATION CONTROL AND CONTROL OF WATER POLLUTION. No changes shall be made in the contours of the Oak Drive Improvements, no grading, excavating, removing or destruction of the topsoil, trees or other vegetative cover on the area of the Oak Drive Improvements shall be made contrary to the approved Erosion and Sediment Approval letter dated December 21, 2021 and NPDES Permit No. PAC460675. The aforementioned approval and permit shall have been delivered to the Township prior to the date of this Agreement and Foxlane shall comply with said permits and Plan during the course of construction. Foxlane shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania even if measures exceeding those set forth on approved Oak Drive Plans prove necessary. Foxlane further agrees to maintain reasonable control over dust or dirt blowing off the area of the Oak Drive Improvements in accordance with the rules, regulations and procedures of the Montgomery County Conservation District. Foxlane shall indemnify Kay for any and all governmental claims, fines or citations arising out of a violation of the provisions in this Section 12.

13. COMPLIANCE BY SUBCONTRACTORS. Foxlane shall procure and be responsible for the compliance of all of its contractors, subcontractors and suppliers with all applicable Federal, State, County and Township statutes, ordinances, rules, regulations and the applicable provisions of this Agreement as they may apply to any of the work on Oak Drive. Such compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums and taxes required by such laws, ordinances, rules and regulations.

14. PROTECTION OF REASONABLE ACCESS DURING CONSTRUCTION. At all times during the construction of the Oak Drive Improvements, Foxlane and its contractors and subcontractors as aforesaid, shall conduct their work in such manner as to ensure that there is a minimum obstruction to traffic and that access for the general public to the residences on and adjacent to the Oak Drive Improvements is provided for in an adequate manner. No materials shall be stored upon any streets (whether or not such streets have yet been dedicated to the Township)

unless such storage is absolutely necessary. Any materials which must be stored upon such streets shall be placed so as to cause as little obstruction of the traffic as possible. Fire hydrants on or adjacent to the area of work shall be kept accessible to fire apparatus at all times and no materials or obstructions shall be placed within fifteen (15) feet of any such hydrant. All storm drainage and sewer inlets shall be kept unobstructed at all times. Foxlane shall maintain such barricades and warning lights or flares as are necessary during the course of construction to protect traffic and the public in general. Any work in a street which is unfinished for any reason whatsoever shall be left in such a condition as to make the area of the Oak Drive Improvements safe and accessible at all points to fire and other emergency apparatus. Access to the area of work by construction vehicles and equipment during all phases of construction shall be limited to such location or locations as previously approved by the Township Engineer. Foxlane agrees that construction vehicles and equipment shall not enter or leave the Tract from any other point of access. Foxlane shall not permit its own vehicles or the vehicles of its employees or subcontractors to deposit mud, stones or other debris from the area of work onto the existing public streets of the Township (without regard to whether such streets are owned and maintained by the Township, the county or the state). Foxlane shall be responsible to immediately remove any such deposits and in the event that such deposits are not removed after receipt of written notice from the Township to do so, Township shall have the right to proceed to remove such deposits using its own personnel or private contractors and to obtain reimbursement for any applicable costs and expenses of such removal from the financial security being established under the provisions of this Agreement.

15. INSURANCE / INDEMNIFICATION. Foxlane agrees to defend, indemnify and hold harmless the Township and Kay and their agents and employees from and against all claims, damages, losses and expenses, including court costs, attorneys' fees and other consultant's fees, arising out of or resulting from (a) the performance or failed performance of the Oak Drive Improvements, (b) the approval of the Oak Park Improvements, (c) the rough grading and final regrading of the land where the Oak Drive Improvements are, and (d) as a result of any water or storm drainage runoff from construction of the Oak Drive Improvements. As between the Township and Foxlane and Kay, Foxlane assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the progress of the development of the Oak Drive Improvements (including claims for Worker's Compensation) . Foxlane shall obtain and maintain at all times during the course of construction of the Oak Drive Improvement and the term of this Agreement, 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 \$5,000,000.00 in excess/umbrella coverage, \$1,000,000 in auto liability, and statutory minimum requirements for worker's compensation. Prior to the commencement of any construction, Foxlane shall deliver to the Township and Kay a certificate issued by an insurance company reasonably satisfactory to the Township, indicating that Foxlane has obtained the policies of insurance required by this Agreement and that the premiums for the said insurance have been paid in advance for the entire period covered by said

insurance. At all times during the term of this Agreement, Foxlane shall maintain a policy of general liability insurance naming the Township and Kay as additional insureds and providing that it may not be cancelled, allowed to expire or materially amended during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of the Township. Foxlane must, within two business day of receipt, forward to the Township and Kay, by regular mail, hand delivery, fax or email, all notices received from all insurance carriers providing insurance coverage under this Agreement that concern the proposed cancellation or termination of coverage of any insurance policies required by this Agreement. During the construction period, Foxlane shall have the right to substitute other insurance policies containing the same provisions as the original policies, provided however, that all such policies shall be in a form and issued by insurance companies reasonably acceptable to the Township and the Township and Kay shall at all times be indicated as additional insureds.

In the event that a third party, their agents, servants, employees, heirs, assigns, or grantees would institute any legal action whatsoever against the Township or Kay, its agents, servants, or employees arising in any way from the construction of the Oak Drive Improvements, Foxlane hereby agrees to further pay any and all reasonable attorney's fees, engineering fees, court costs, or any other expenses whatsoever incurred by the Township, Kay, its agents, servants or employees in regard thereto. Foxlane agrees that if suit is brought by Township against Foxlane to enforce this Agreement, the Township shall be entitled to collect from Foxlane, provided that Township shall prevail in its suit, all reasonable costs and expenses of suit, including reasonable attorneys' fees.

16. WASTE MATERIALS AND MAINTENANCE OF SANITARY FACILITIES DURING CONSTRUCTION. Foxlane will collect and properly discard all waste material such as paper, cartons, and the like, and shall prevent the same from being deposited, and or either thrown or blown upon the tracts adjacent to the subject parcel or on the area of the Oak Drive Improvements. Neither trash nor construction materials of any kind may be buried or burned anywhere on the area of the Oak Drive Improvements. In addition, Foxlane shall require that all contractors, subcontractors, and material suppliers shall comply with the provisions of this paragraph. All rubbish, unused materials, and tools shall be removed promptly from the area of the Oak Drive Improvements, and as work progresses, the area shall be carefully cleaned and kept clean of any rubbish or refuse. If Foxlane or any of the contractors, subcontractors, or material suppliers shall fail to comply with any of these conditions, the Township shall have the right to enter upon the area and perform such cleaning and disposal with its own employees or with its contractors and the Township may charge the cost of such service to the Foxlane's escrow account. Foxlane shall provide and maintain properly secluded sanitary conveniences in accordance with existing regulations of the Pennsylvania Department of Labor and Industry and Pennsylvania Department of Health for the use of the workmen.

18. INSPECTIONS. The Township and Kay shall have the right, at any time, to inspect any of the Oak Drive Improvements and all such inspections may be made by the Township

through its employees or by consultants retained by the Township to determine that the construction has been and is being carried out in compliance with the approved Oak Drive Plans, the specifications of the Township and other duly constituted authorities and this Agreement.

19. FAILURE TO PROCEED. If Foxlane fails to prosecute the work of the Oak Drive Improvements with promptness and diligence, or fails in the performance of any of the provisions contained in this Agreement, the Township or Kay may, in its sole discretion, give Foxlane written notice of such default. In the event Foxlane does not commence to correct such default within twenty (20) days of such notice, and thereafter to diligently continue to correct such default, the Township or Kay shall have the right to: (1) secure materials of the quality and quantity required by the Agreement and the Plans and the necessary numbers of workmen, mechanics and the required equipment in the open market at the then current market prices, from any party or parties, to complete the construction, installation or supplying of the Improvements. If the Township secures workmen, mechanics, and equipment in the open market to carry forward such work, the Township shall have the right to take possession of all materials on the premises intended for use in the performance of this Agreement for the purpose of including them in the Improvements, and Foxlane hereby assigns to the Township all of its right, title and interest in and to such materials for use in the completion of the Improvements.

All workmanship and materials incorporated in the Improvements shall be subject to inspection, examination and test at any time and all times during the installation or construction and at any and all places where such installation or construction are carried on. Upon prior written notice to Foxlane affording Foxlane the ability to cure any default as provided herein the Township or Kay shall have the right to reject defective materials and workmanship and such workmanship shall be satisfactorily corrected and rejected materials, equipment and other articles shall be replaced and, if Foxlane fails to proceed at once with the replacement of rejected materials, equipment or articles or the correction of any defective workmanship, the Township may proceed with the work as provided in this paragraph.

20. FINANCIAL SECURITY PROVISIONS.

(a) Financial Security. Concurrently with the execution of this Agreement, Foxlane shall provide the Township with "financial security" in the form of a performance bond from Philadelphia Indemnify Insurance Company (the "Surety") in accordance with the requirements of Section 509 of the Pennsylvania Municipalities Planning Code. The terms of the Bond are subject to the approval of the Township Solicitor.

(b) Deposit of Bond. Foxlane agrees that the estimated cost of the Oak Drive Improvements is Six Hundred Twenty-two Thousand, Nine Hundred Thirty-Five and 59/100 Dollars (\$622,935.59) as set forth on **Exhibit "D"** attached hereto. Consistent therewith, Foxlane has delivered a performance bond to the Township in the amount of Seven Hundred Twenty-nine Thousand Two Hundred Twenty-nine and 15/100 Dollars (\$729,229.15) (the "Bond") which sum

is one hundred ten percent (110%) of the estimated cost of the Oak Drive Improvements (as of the date of this Agreement).

(c) Engineering and Legal Fees. In addition to the Bond, Foxlane shall deposit, with the Township, a cash escrow in the amount of Thirty-seven Thousand Three Hundred Seventy-seven Dollars (\$37,377.00), which equals approximately six percent (6%) of the estimated cost of the Oak Drive Improvements to reimburse the Township (as necessary) for all engineering, inspection fees, and legal fees incurred in connection with the preparation of this Agreement, the preparation and recording of any applicable easements, and the preparation and recording of the appropriate deeds of dedication, and any other services incidental to the complete the Oak Drive Improvements by Foxlane in accordance with the ordinances of Lower Salford Township. The Township shall send copies of all inspections and invoices to both Foxlane and Kay.

In the event that the balance of the cash escrow is reduced at any time to a balance at or below Ten Thousand Dollars and 00/100 Dollars (\$10,000.00) before the work required of the Township Engineer, Solicitor, or other consultants will be completed, Foxlane agrees to replenish the balance of the cash escrow to Twenty Thousand and 00/100 Dollars (\$20,000.00), which sum shall be deposited by Foxlane within ten (10) days from the date of written notice to make such deposit and the amount thereof. Foxlane agrees that Township may direct the Township Engineer, Solicitor, or other consultants to suspend all further work until such additional sums have been deposited with the Township. In the event that the Township shall expend or become liable for engineering, professional, legal or administrative costs and expenses in an amount in excess of the deposit required hereby or should Foxlane fail to replenish the cash escrow as requested by the Township, the Township shall have recourse against the Bond for such expenses and costs as well as any expense and cost (including reasonable attorney's fees) of pursuing reimbursement from Foxlane (whether directly or against the Bond). All unpaid sums shall accrue interest commencing five (5) days after the due date at the rate of twelve percent (12%) per annum from the due date until paid in full to the Township. Any dispute brought by Foxlane as to the amount of engineer, professional, legal or administrative costs and expenses shall not relieve Foxlane of its obligation to replenish the cash escrow or limit the Township's recourse against the Bond as set forth herein.

If Developers (individually or collectively) wish to dispute any of the above-referenced fees, it must notify the Township and the Township's professional consultant no later than one hundred (100) days after receipt of any bill for services, and shall identify with specificity the basis for the objection to any charge for fees, cost, expense, etc. The failure to contest such fees within one hundred (100) days constitutes a waiver of the right to challenge any such fees charged. Should any party contest any fee, Foxlane shall nonetheless remit payment of the disputed fees, without prejudice to its position in disputing the same. The procedure set forth in the Municipalities Planning Code, 53 P.S. § 10510(g), shall then be utilized to resolve all timely disputed fees.

(d) Periodic Reduction of the Bond Upon Completion of the Oak Drive Improvements. As Foxlane completes the various segments or categories of the Oak Drive Improvements, it may certify to the Township Engineer that such Oak Drive Improvements have been completed in accordance with the terms of this Agreement and the oak Drive Plans. The Engineer (and/or such independent consulting engineer or engineers as the Township Engineer shall designate) shall inspect the segment, segments, or categories of the Oak Drive Improvements which the Foxlane alleges have been completed. If the Engineer shall determine that a portion of the Oak Drive Improvements have been completed in accordance with this Agreement and the Oak Drive Plans, the Engineer shall certify to the Township that a portion of the Bond which is appropriate for release utilizing a form substantially identical to that attached hereto as **Exhibit "E."** Upon receipt of the written certification of the Township Engineer, the Township shall authorize release from the Bond in the amount certified by the Township Engineer, and notice of such authorization shall be provided to the Surety, if requested by Foxlane. Upon receipt of said notice, the Surety shall release from the Bond the amount certified by the Township Engineer and authorized by the Township for release. If the Township Engineer fails to provide written certification to the Township within forty-five (45) days from receipt of Foxlane's request, the Township shall be deemed to have approved the release of funds as requested by Foxlane, and the Surety may release the amount requested for release by Foxlane. No release pursuant to this Section 20(d) shall reduce the Bond to an amount less than one hundred ten percent (110%) of the estimated cost of the Oak Drive Improvements remaining to be completed. If at any time during the work, the Township Engineer believes that the funds necessary to complete the Improvements are in excess of the amount then reflected in the Bond, the Township Engineer shall so notify the Township and Foxlane, and Foxlane shall immediately take such steps as may be necessary to increase the amount of the Bond by such additional sum as determined by the Township Engineer to be needed to complete the Oak Drive Improvements. In lieu of increasing the Bond under such circumstances, the Township Engineer may require that any amounts then due to be reduced from the Bond to reflect completed Improvements shall continue to be held in the Bond so that at all relevant times the Bond shall be in an amount of at least one hundred ten percent (110%) of the estimated cost of the Oak Drive Improvements remaining to be completed. In the event that the Township seeks recourse against the Bond due to Foxlane's failure to replenish the cash escrow for inspection, engineering, professional, legal or administrative costs and expenses in accordance with this Agreement, Township and/or Township's Engineer may require that any amounts then due to be reduced from the Bond to reflect completed oak Drive Improvements continue to be held in the Bond so that the Township is reimbursed for its inspection, engineer, legal and administrative costs and expenses in accordance with this Agreement.

(e) Return of the Bond Upon Completion of the Oak Drive Improvements. At the time Foxlane completes the Oak Drive Improvements, it may certify to the Township Engineer that such Oak Drive Improvements have been completed in accordance with the terms of this Agreement and the Oak Drive Plans. The Engineer (and/or such independent consulting engineer or engineers as the Township Engineer shall designate) shall inspect the segment, segments, or

categories of the Oak Drive Improvements which the Foxlane alleges have been completed. If the Engineer shall determine that the Oak Drive Improvements have been completed in accordance with this Agreement and the Oak Drive Plans, the Engineer shall certify to the Township that the Bond is appropriate for release upon satisfaction of the Kay Conditions . The Engineer shall utilize a form substantially identical to that attached hereto as **Exhibit "F"**. Upon receipt of the written certification of the Township Engineer and satisfaction of the Kay Conditions, the Township shall authorize the release of the Bond, and notice of such authorization shall be provided to the Surety, if requested by Foxlane. Upon receipt of said notice, the Surety shall release the Bond. If the Township Engineer fails to provide written certification to the Township within forty-five (45) days from receipt of Foxlane's request, the Township shall be deemed to have approved the release of the Bond, and the Surety may release the amount requested for release by Foxlane.

(f) Default by Foxlane. If the Township determines that Foxlane has failed to construct or install the Oak Drive Improvements in accordance with the Oak Drive Plans and its obligations under this Agreement and the Township desires to undertake the completion of the Oak Drive Improvements, the Township shall provide written notice to Foxlane of its intention to undertake the completion of the Oak Drive Improvements in accordance with the Plans due to a default by Foxlane and twenty (20) days from the date of the notice for Foxlane to cure such default, weather permitting. Upon receipt of the Township's notice, Foxlane shall notify the Township in writing either: (1) that it will cure the default within the twenty (20) days, or if such default cannot reasonably be cured within said twenty (20) day period, that it will commence actions to correct such default within twenty (20) days of such notice and thereafter diligently continue to correct such default, and thereafter continue to undertake the completion of the Oak Drive Improvements in accordance with the Plans; or (2) that it will make the remainder of the Bond available to the Township to pay for the costs of the completion of the Improvements in accordance with the Oak Drive Plans. If Foxlane does not elect to undertake the completion of the Oak Drive Improvements, or fails to respond to the Township's notice of intent to undertake completion of the Oak Drive Improvements within twenty (20) days of the date of said notice, upon written request of the Township to the Surety, the Surety shall promptly pay to the Township the remaining balance of the Bond required to pay all of the costs of completing the Oak Drive Improvements. If the proceeds of the Bond are insufficient to pay the cost of installing or making repairs or corrections to all of the Oak Drive Improvements covered by this Agreement, the Township may, at its option, install part of such Oak Drive Improvements and may institute appropriate legal or equitable action to recover the monies necessary to complete the remainder of the Oak Drive Improvements. In all cases, Foxlane shall be responsible for one hundred percent (100%) of the costs of the installation of the Improvements plus all related expenses including such reasonable attorney's fees as may be incurred by the Township in enforcing the provisions of this Agreement against Foxlane.

(g) If a breach occurs in performance by Foxlane, then it is agreed that the Township Engineer shall determine the percentage of non-performance and such percentage of the

aforesaid reasonable cost is hereby agreed upon as liquidated damages, to be applied *pro tanto* as aforesaid, and the Township shall have the further right to judgment to the extent that the actual cost of completion exceed those indicated herein, and Foxlane shall have the right to reimbursement to the extent that the actual costs are less than those as hereinabove indicated.

21. DATE OF COMPLETION. Foxlane shall complete all of the Oak Drive Improvements on or before nine (9) months after the date of the recording of this Agreement or a memorandum thereof. In the event that the Oak Drive Improvements are not completed as required hereby, and an extension is not granted by the Township, or in the event that Foxlane is otherwise in default of this Agreement, then any undrawn funds remaining under the Bond shall, upon prior written demand by Township and failure of Foxlane to cure such default as provided herein, be paid to Township. The failure of the Township to immediately notify Foxlane that it is in default of this Agreement for failure to complete the Oak Drive Improvements within the time period provided herein shall not constitute a waiver by the Township of its right to declare Foxlane in default for failure to timely complete the Oak Drive Improvements in the future. Upon such payment, such funds shall be used and applied by the Township for the purposes of paying the cost of completing the Oak Drive Improvements and for such other costs as are described herein. In completing said Oak Drive Improvements as set forth in this paragraph after an uncured default, Township may, at its option, have such Oak Drive Improvements completed by Foxlane or by independent contractors or by Township's employees or by any combination of the foregoing, as Township may elect.

The Oak Drive Improvements shall not be deemed to be completed until the Township Engineer certifies that the Oak Drive Improvements have been satisfactorily completed in accordance with the terms of this Agreement.

In the event that Foxlane requires more than nine (9) months to complete the required Improvements, Township may require that the Financial Security be increased either by requiring the posting of an additional ten percent (10%) for each additional one-year period, or portion thereof, or in the alternative, by requiring the posting of one hundred ten percent (110%) of the cost of completing the required Oak Drive Improvements as reestablished at that time. The Township is under no obligation to notify Foxlane that the date of completion has expired. Foxlane shall have the sole obligation of requesting, in writing, an extension of time to complete the required Oak Drive Improvements.

22. SNOW REMOVAL. Foxlane shall keep the Oak Drive cleared of snow and in default thereof, and Foxlane's failure to cure the default after written notice as provided herein, the Township will at its option contract for the removal of snow as the Township deems necessary to make the roads passable, and Foxlane shall reimburse the Township for the expense thereof. The removal of snow by the Township prior to acceptance of the roads shall not be considered an acceptance thereof.

23. NOTICES. All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

If to the Township, addressed to:

Lower Salford Township
Attn: Township Manager
379 Main Street
Harleysville, PA 19438

With a copy to:

James J. Garrity, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

If to Foxlane, addressed to:

Joseph P. Morrissey, Manager
Foxlane Homes at Oak Drive, LLC
1243 Easton Road, Suite 205
Warrington, PA 18976

With a copy to:

Giovanna M. Raffaelli, Esquire
General Counsel
Foxlane Homes, LLC
500 Office Center Drive, Suite 200
Fort Washington, PA 19034

If to Kay Builders, Inc., addressed to:

Richard Koze, President
Kay Builders, Inc.
5930 Hamilton Boulevard, Suite 10
Allentown, PA 18106

With a copy to:

George J. Ozorowski, Esquire
Hughes, Kalkbrenner & Ozorowski, LLP
1250 Germantown Pike
Suite 205
Plymouth Meeting, PA 19462

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.

It is intended by the parties hereto that all correspondence contemplated by this Agreement be given to Kay and Foxlane simultaneously, regardless of the party the correspondence is directed to, including but not limited to, notices regarding inspections, punch lists, escrow statements, billing items, reductions in financial security and the like.

24. COVENANTS RUNNING WITH THE LAND. This Agreement or a memorandum thereof shall be recorded in the Recorder of Deeds Office in and for Montgomery County, Pennsylvania at the expense of Foxlane. The provisions of this Agreement shall be binding on the heirs, assigns, grantees, and successors of the parties hereto and shall constitute covenants running with the land.

25. REPRESENTATIONS AND WARRANTIES.

(a) Kay. Kay, to induce Foxlane and the Township to enter into this Agreement, represents and warrants to Foxlane and the Township as follows:

(i) Authority. Kay holds good and marketable fee simple title to the Kay Property. Kay has full power, authority and legal right to (A) execute and deliver this Agreement and all documents and instruments relating to this Agreement ("Related Agreements"), (B) comply with the terms of this Agreement and all Related Agreements, and (C) complete the transactions contemplated by this Agreement and all Related Agreements. This Agreement and all Related Agreements have been duly authorized, executed and delivered by Kay and constitute the valid and legally binding obligations of Kay enforceable against Kay in accordance with their respective terms.

(ii) Consents. No consent, approval or other authorization of or by any governmental authority is required in connection with Kay's (A) execution and delivery of this Agreement or any Related Agreement, (B) compliance with the terms of this Agreement or any

Related Agreement, or (C) completion of the transactions contemplated by this Agreement or any Related Agreement.

(iii) Compliance. Kay has received no notices from any governmental authority of any violations of any federal, state, or local law, regulation, or ordinance affecting any portion of the Kay Property which remains uncorrected.

(iv) Litigation. There is no action, suit, or proceeding pending or, to the knowledge of Kay, threatened, against or affecting the Kay Property or any portion thereof or relating to or arising out of the ownership, management, or operation of the Kay Property in any court or before or by any federal, state or local department, commission, board, bureau or agency or other governmental instrumentality, that would impact the ability of Kay to comply with its obligations hereunder.

(v) Mortgages and Liens. There are no mortgages or other liens recorded against the Kay Property, except the Meridian Mortgage.

(b) Foxlane. Foxlane, to induce Kay and the Township to enter into this Agreement, represents and warrants to Kay and the Township as follows:

(i) Authority. Foxlane holds good and marketable fee simple title to the Foxlane Property. Foxlane has full power, authority and legal right to (A) execute and deliver this Agreement and all Related Agreements, (B) comply with the terms of this Agreement and all Related Agreements, and (C) complete the transactions contemplated by this Agreement and all Related Agreements. This Agreement and all Related Agreements have been duly authorized, executed and delivered by Foxlane and constitute the valid and legally binding obligations of Foxlane enforceable against Foxlane in accordance with their respective terms.

(ii) Consents. No consent, approval or other authorization of or by any governmental authority is required in connection with Foxlane's (A) execution and delivery of this Agreement or any Related Agreement, (B) compliance with the terms of this Agreement or any Related Agreement, or (C) completion of the transactions contemplated by this Agreement or any Related Agreement.

(iii) Compliance. Foxlane has received no notices from any governmental authority of any violations of any federal, state, or local law, regulation, or ordinance affecting any portion of the Foxlane Property which remains uncorrected.

(iv) Litigation. There is no action, suit, or proceeding pending or, to the knowledge of Foxlane, threatened, against or affecting the Foxlane Property or any portion thereof or relating to or arising out of the ownership, management, or operation of the Foxlane Property in any court or before or by any federal, state or local department, commission, board, bureau or agency or other governmental instrumentality, that would impact the ability of Foxlane to comply with its obligations hereunder.

(v) Mortgages and Liens. There are no mortgages or other liens recorded against the Foxlane Property.

26. GENERAL PROVISIONS.

(a) No delay in exercising or omission of the right to exercise any right or power by the Township shall impair any such right or power or shall be construed as a waiver of any breach or default, or as acquiescence thereto. One or more waivers of any term or condition of this Agreement by the Township shall not be construed by Foxlane or Kay as a waiver of a continuing or subsequent breach of the same or any other term or condition of this Agreement.

(c) All rights and obligations given herein to or imposed upon the respective parties hereto shall extend to and bind the several and respective successors and assigns, heirs, executors, and administrators of the parties; provided, however, that neither Foxlane, Kay, nor the Surety may transfer, convey, or assign their respective rights and obligations under this Agreement without the prior written consent of the Township.

(d) All of the parties to this Agreement hereby consent to the exclusive jurisdiction of the Montgomery County Court of Common Pleas, Commonwealth of Pennsylvania, with respect to any dispute arising in connection with this Agreement or the enforcement thereof.

(e) This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

(f) This document contains the entire agreement made between the parties on the matters covered by this Agreement. This Agreement may not be amended, altered, revoked, waived or clarified orally or by any action other than by a signed writing.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed the day and year first above written

ATTEST/WITNESS:

LOWER SALFORD TOWNSHIP

Name:

By: _____

Name:
Title:

FOXLANE HOMES AT OAK DRIVE, LLC

Name:

By: _____

Name:
Title:

KAY HARLEYSVILLE, LLC

Name:

By: _____

Name:
Title:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF :

On this, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____ who acknowledged or satisfactorily proven, to be the _____ of LOWER SALFORD TOWNSHIP, and executed the foregoing instrument for the purposes therein contained by signing as _____ for LOWER SALFORD TOWNSHIP.

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

Notary Public
My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF :

On this, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____ who acknowledged or satisfactorily proven, to be the _____ of FOXLANE HOMES AT OAK DRIVE, LLC, and executed the foregoing instrument for the purposes therein contained by signing as _____ for FOXLANE HOMES AT OAK DRIVE, LLC.

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

Notary Public
My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF :

On this, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____ who acknowledged or satisfactorily proven, to be the _____ of KAY HARLEYSVILLE, LLC, and executed the foregoing instrument for the purposes therein contained by signing as _____ for KAY HARLEYSVILLE, LLC.

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

Notary Public
My Commission Expires:

EXHIBIT A

PLAN

EXHIBIT B
CONTRACTOR BID

EXHIBIT C
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT D

OAK DRIVE IMPROVEMENTS LIST AND CONSTRUCTION ESTIMATE

EXHIBIT E

B. REQUEST FOR WORK PROGRESS CERTIFICATE

I. RE: DEVELOPMENT DATE: _____
TO: LOWER SALFORD TOWNSHIP
FROM: OWNER/DEVELOPER

It is hereby requested that the Township issue a Work Progress Certificate reducing the funds available for draw under the Financial Security to the extent of 100% of the amount estimated (exclusive of the inflation factor) on **Exhibit "D"** for the work performed or materials supplied as shown on the invoices attached hereto. It is understood that the estimated amount and not the invoice amount shall control. It is certified that the work has been completed to the extent of this request in a good and workmanlike manner.

<u>WORK PERFORMED OR MATERIALS SUPPLIED INVOICES)</u>	<u>AMOUNT OF ATTACHED INVOICES</u>	<u>AMOUNT OF REDUCTION (100% OF COLUMN</u>
--	---	---

Owner/Developer: _____

II. TO: LOWER SALFORD TOWNSHIP DATE: _____
FROM: TOWNSHIP ENGINEER

I hereby certify that I have inspected the improvements required for the above project, and I am satisfied that they have been completed to the extent of this Work Progress Certificate in a satisfactory manner.

Township Engineer: _____

III. TO: BANK/ESCROW AGENT/BONDING COMPANY/SURETY
FROM: LOWER SALFORD TOWNSHIP

COPY TO: _____ DATE: _____

You are hereby authorized to reduce the funds available for draw under the Bond, as follows:

Balance Prior to Payments Approved hereunder	\$ _____
Amount of Approved Payments hereunder	\$ _____
Current Undrawn Balance	\$ _____

Secretary, Lower Salford Township: _____

EXHIBIT F

CERTIFICATE OF FINAL COMPLETION

RE: DEVELOPMENT
TO: LOWER SALFORD TOWNSHIP **DATE: _____**
FROM: OWNER/DEVELOPER

I hereby certify that all the Oak Drive Improvements have been constructed, completed and installed in accordance with the Township's requirements. Developer/Owner requests that this Certificate of Final Completion be presented to the Township for consideration of a resolution of completion of the Oak Drive Improvements and release of Developer's Bond.

Owner/Developer

TO: SPRINGFIELD TOWNSHIP **DATE: _____**
FROM: TOWNSHIP ENGINEER

I certify that I have inspected the Improvements required for the above project, and that they have been completed, constructed and installed in accordance with the requirements of the Agreement.

Township Engineer