




Lower Salford Township Board of Supervisors

379 MAIN STREET
HARLEYSVILLE, PA 19438

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

TO: Board of Supervisors

FROM: Douglas R. Jones, Director of Public Works 

DATE: April 28, 2023

SUBJECT: Sale of Used Equipment and Miscellaneous Items via Municibid

CC: Joseph S. Czajkowski, Township Manager

Below is a listing of items that I am requesting authorization for disposal through the Municibid online auction site. All items have an estimated value of less than \$2,000, so no further action is required by the Board of Supervisors.

- Gas trash pump
- NorthStar sprayer tank
- Wayne air compressor
- Concrete mixer
- Safe
- Wire fence
- Barbed wire
- Buckets of Misc. Bolts
- Ryan Ride-Aire 3
- Trailer tank sprayer with gas motor & piston pump
- Gravely walk behind mower with sulky
- Plate compactor
- Red trailer
- Allis-Chalmers mower
- Swenson salt spreader
- Worktable
- 2 Truck toolboxes
- Black landscape trailer
- 5 trailer tires & rims
- Black tar buggy
- Dresser roller
- Jump-box portable starter
- Smudge pot road flares
- Bin of pipe fittings
- Line Lazer glass bead system
- Truck bed mat
- Paver Ramps
- Fixed Angle Plow for Loader
- John Deere generator
- Gas auger
- Ingersoll-Rand air compressor
- Airplane spring rider
- Racecar spring rider
broken plastic on inside, safety issue
- Playground double slide
- Echo hedge trimmer
- Echo backpack blower
- Mighty Mac rototiller
- 2 Window A/C units

Please let me know if you have any questions regarding this matter.



9061 Breinigsville
 Breinigsville PA 18031
 (855) 473-2585,
 Info@peakul.com

Project Proposal

ESTIMATE #	83568022
DATE	04/12/2023
PO #	
PROJECT MANAGER	Robert Fatz

CLIENT

Lower Salford Township
 Doug Jones
 379 Main Street
 Harleysville, PA, 19438
 (215) 256-8331
 djones@lowersalfordtownship.org

PROJECT NAME

Traffic/Flasher Signal Utility Mapping

SERVICE LOCATION

Traffic Signal/Flasher Intersections
 379 Main Street
 Harleysville, PA, 19438

Dear Doug,

Thank you for the opportunity to review your project. We are pleased to provide you with our proposal for the Job Name project. At Peak Utility Locators, we strive to be a service you can depend on. Peak Utility Locators' technicians are highly trained and utilize state of the art equipment to ensure your project receives the most accurate data possible. Industry references are available upon request. The following pricing reflects our quarter, half, and full day pricing for services relevant to your project, as well as an estimated total based on the scope of work that was provided. Should you have any questions, please do not hesitate to contact us.

Thank you,

Robert Fatz
 Peak Utility Locators LLC
 (610) 349-7737
 rob@peakul.com

SCOPE OF WORK

Peak Utility Locators will scan and mark all electric utilities associated with traffic signals and traffic flashers at the sixteen (16) total locations provided by the client. The client will be provided a utility map for each site that includes all located electric utilities and swing ties to those utilities, associated with the scope of work. A Field Assistant will be utilized in high traffic areas to ensure safety of the Field Technician.

Estimate

Description	Qty	Rate	Tax	Total
Full Day Utility Locating	5.00	\$1,690.00	\$0.00	\$8,450.00
Full Day rate for Electromagnetic and				

Ground Penetrating Radar Utility Locating Services. Full Day rate applies to projects with less than 8 hours on site, and within a 35 mile radius of Peak Utility Locators headquarters.

Field Assistant

Field assisnant for up to 8 hours on site. Assistant may be required for efficiency or safety reasons.

5.00 \$600.00 \$0.00 \$3,000.00

SAFETY

Estimate Total: \$11,450.00

Safety for Peak Utility Locators' technicians and clients is priority number one. All Peak Utility Locators field personel have the following training certifications at minumim: OSHA 10 Construction, PPE, Heat/Cold Stress, Hearing Protection, Ladder Safety, Confined Space, First Aid and Fire Extinguisher.

A Job Hazard Analysis will be provided upon request.

Signature

Lower Salford Township

Company

04/12/2023

Date

**ORDINANCE NO. 2023-02
LOWER SALFORD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE TO ADOPT THE 2018 ICC INTERNATIONAL FIRE CODE AND
ESTABLISH AN ANNUAL FIRE INSPECTION PROGRAM FOR SPECIFIC USES
WITHIN LOWER SALFORD TOWNSHIP**

WHEREAS, the Second-Class Township Code authorizes the Board of Supervisors to make and adopt Ordinances that are consistent with the Constitution and the laws of the Commonwealth that it deems necessary for the protection of the Township to protect and promote the public health, safety and welfare of its citizens, business owners and visitors;

WHEREAS, to accomplish such goals, the Board of Supervisors, after due consideration of the proposed Ordinance at a duly advertised public meeting, has determined that the health, safety, and general welfare of the citizens of the Township will be served by the adoption the 2018 International Fire Code and provide for the establishment of an Annual Fire Inspection Program within the Township;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of Lower Salford Township hereby establish the following;

Section 1 Adoption of the 2018 ICC International Fire Code

A certain document, on file in the Lower Salford Township building, being marked and designated as the "International Fire Code, 2018 edition," including appendix chapters being adopted - A, B, C, D, F, H, I, and J, and subsequent versions in line with the Code Series adopted by the Commonwealth of Pennsylvania under the Uniform Construction Code, as published by the International Code Council, be and is hereby adopted as the Fire Code of Lower Salford Township in the State of Pennsylvania, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises.

This document is being adopted with the following amendments:

Section 101.1 Insert "Lower Salford Township".

Section 110.4 Insert "Statutory Offense" and "\$1,000.00".

Section 112.4 Insert "Not less than \$500.00 and not more than \$1,000.00".

Section 1103.5.3 Insert "Within 90 days or date determined by the AHJ".

Section 5704.2.9.6.1, Section 5706.2.4.4 and Section 5806 .2 Insert "No highly flammable or explosive liquids, solids or gases shall be stored in bulk aboveground, except tanks or drums of fuel directly connecting with energy devices, heating devices or appliances located and operated on the same lot as the tanks or drums of fuel, and/or liquefied petroleum gases for retail sale or delivery.

All outdoor storage facilities for fuel, raw materials and products, and all fuel, raw materials and products stored outdoors shall be enclosed by a safety fence approved by the township engineer. Fuel storage tanks shall be enclosed by an earthen moat or embankment of sufficient height to contain a liquid volume in excess of the capacity of the enclosed storage tanks.”.

Section 6104.2 Eliminate the words “jurisdiction to specify”.

Section 2 Establishment of an Annual Inspection Program

Pursuant to the 2018 International Fire Code §107 Inspections, all of the following Uses, as identified within the 2018 International Building Code, Chapter 3 – Occupancy Classification and Use, within Lower Salford Township shall be inspected by the Fire Code Official or other appointed individual on an Annual basis.

Uses identified are as follows:

Assembly: A-1, A-2, A3, A-4, A-5

Business: All Business Uses

Educational: All Educational Uses

Factory: All factory Uses

High Hazard: H-1, H-2, H-3, H-4, H-5

Institutional: I-1, I-2, I-3, I-4

Mercantile: All Mercantile Uses

Residential: R-1, R-2, R-3 (except one and two family dwellings), R-4

Storage: S-1, S-2

Utility: All Utility Uses (except when associated with one and two family dwellings)

Section 3 Fees

Fees for the Annual Inspection program shall be established from time to time by the Board of Supervisors for Lower Salford Township.

Section 4 Inconsistent Ordinances Repealed

Ordinances of Lower Salford Township, Montgomery County, Pennsylvania, and/or Resolutions or parts thereof which are inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5 Saving Clause

That nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or Ordinance hereby repealed as cited in Section 4 of this Ordinance; nor shall any just or legal right of remedy of any character be lost, impaired or affected by this Ordinance.

Section 6 Severability

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid; such infirmity shall not affect nor impair the remaining provisions, sentences, clauses or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors of Lower Salford Township that this Ordinance would have been adopted

had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included therein.

Section 7 Effective Date.

This Ordinance shall become effective thirty (30) days after it is enacted by the Board of Supervisors of Lower Salford Township.

THIS ORDINANCE IS ORDAINED AND ENACTED THIS _____ DAY OF _____, 2023.

LOWER SALFORD TOWNSHIP

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

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

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023-16

**A RESOLUTION OF THE BOARD OF SUPERVISORS
ESTABLISHING FEES FOR THE FIRE INSPECTION PROGRAM**

WHEREAS, the Supervisors of Lower Salford Township are authorized by the Second Class Township Code and by the Pennsylvania Municipalities Planning Code to prescribe reasonable fees with respect to the administration of the Township's Building Code, Zoning Ordinance, and Subdivision and land Development Ordinance; and

WHEREAS, the Supervisors of Lower Salford Township wish to revise and incorporate Fees for the Fire Inspection Program

NOW THEREFORE, BE IT RESOLVED that the Supervisors of Lower Salford Township hereby establish the following Fees payable to Lower Salford Township;

Annual Fire Inspection Program

Fes for the Fire Inspection Program shall be collected Annually per the following:
(All square footages are based on Gross Square Footage of building or space>)

1. If Fees are received prior to April 1 each calendar year.
 - a. 999 sf or less \$75.00
 - b. 1,000 sf to 3,499 sf \$100.00
 - c. 3,500 sf to 12,499 sf \$150.00
 - d. 12,500 sf to 24,499 sf \$200.00
 - e. 24,500 sf to 49,999 sf \$300.00
 - f. 50,000 sf to 99,999 sf \$500.00
 - g. 100,000 sf and more \$1,000.00
 - h. Any High Hazard Use \$1,250.00

2. If Fees are received prior to July 1 each calendar year.
 - a. 999 sf or less \$100.00
 - b. 1,000 sf to 3,499 sf \$150.00
 - c. 3,500 sf to 12,499 sf \$200.00
 - d. 12,500 sf to 24,499 sf \$250.00
 - e. 24,500 sf to 49,999 sf \$350.00
 - f. 50,000 sf to 99,999 sf \$600.00
 - g. 100,000 sf and more \$1,200.00
 - h. Any High Hazard Use \$1,500.00

3. If Fees are received after July 1 each calendar year.
- a. 999 sf or less \$200.00
 - b. 1,000 sf to 3,499 sf \$250.00
 - c. 3,500 sf to 12,499 sf \$300.00
 - d. 12,500 sf to 24,499 sf \$350.00
 - e. 24,500 sf to 49,999 sf \$450.00
 - f. 50,000 sf to 99,999 sf \$700.00
 - g. 100,000 sf and more \$1,500.00
 - h. Any High Hazard Use \$2,000.00

BE IT FURTHER RESOLVED THAT, all other Fees established by Resolution and/or Ordinance of Lower Salford Township not in conflict with this Resolution shall remain in effect as previously adopted.

This Resolution shall take effect at the earliest time permitted by law.

RESOLVED this _____ day of _____ 2023.

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

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

Attest: _____
Joseph S. Czajkowski, Secretary

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2023-18

ACCEPTANCE OF RIGHT-OF-WAY

Yoder Road Sidewalk Connection Project

WHEREAS, the Township has reviewed and evaluated pedestrian connectivity within the Township, and a master plan of future projects has been developed and prioritized to enhance the goal of providing pedestrian connections within the Township through the construction of sidewalks and trails where feasible; and

WHEREAS, the Township desires to pursue the possible construction of sidewalk along the southern side of Yoder Road between the Indian Valley Middle School and the intersection of Yoder Road and Kulp Road to create a pedestrian connection between the Middle School, existing sidewalk on Kulp Road and the Township's trail system along the West Branch of the Skippack Creek; and

WHEREAS, the right-of-way along Yoder Road and Kulp Road within which the pedestrian connection would be constructed has been previously offered for dedication to the Township as follows:

- Philip M. Godshall formerly owned and subdivided a certain tract of land along Yoder Road, across from its intersection with Laurel Lane, in Lower Salford Township, Montgomery County, Pennsylvania, into six lots as more particularly depicted on a Plan of Subdivision prepared by Herbert H. Metz, Inc., recorded in 1978 at the Montgomery County Recorder of Deeds at Plan Book 32, Page 93 (the "Godshall Plan"). The Godshall Plan contains a note dedicating right-of-way along Yoder Road to the Township.
- Carl Morgan formerly owned and subdivided a certain tract of land at the intersection of Kulp Road and Saint Andrews Lane (formerly known as Morgan Place) in Lower Salford Township, Montgomery County, Pennsylvania, into twenty-one lots as more particularly depicted on a Plan of Subdivision prepared

by James H. Strothers Associates, recorded in 1983 at the Montgomery County Recorder of Deeds at Plan Book 44, Page 420 (the "Morgan Plan"). The Morgan Plan contains a note dedicating right-of-way along Yoder Road and Kulp Road.

- Walton Detweiler formerly owned and subdivided a certain tract of land at the intersection of Kulp Road in Lower Salford Township, Montgomery County, Pennsylvania, into three lots as more particularly depicted on a Plan of Subdivision prepared by Urwiler & Walter, Inc., recorded in 1985 at the Montgomery County Recorder of Deeds at Plan Book 46, Page 492 (the "Detweiler Plan"). The Detweiler Plan contains a note dedicating right-of-way along Yoder Road to the Township.
- Walton Detweiler also formerly owned and subdivided a certain tract of land at the intersection of Yoder Road and Vernal Lane in Lower Salford Township, Montgomery County, Pennsylvania, into five lots as more particularly depicted on a Plan of Subdivision prepared by Urwiler & Walter, Inc. recorded in 1992 at the Montgomery County Recorder of Deeds at Plan Book 53, Page 370 (the "Vernal Lane Plan"). The Vernal Lane Plan contains a note dedicating Vernal Lane to the Township.

WHEREAS, the right-of-way offered for dedication to the Township pursuant to the Godshall Plan, the Morgan Plan, the Detwiler Plan and the Vernal Lane Plan (collectively referred hereinafter as the "Plans") are more particularly described in the legal descriptions attached hereto as Exhibits "A", "B", "C" and "D"; and

WHEREAS, Section 2316(b) of the Second Class Township Code, 53 P.S. §67316(b), provides that "when plans of dedicated roads, streets or alleys located in townships have been approved and recorded under this article, the board of supervisors may by resolution accept any roads, streets or alleys as public roads if shown in the plans as dedicated to that use and if the roads or streets are not less than thirty-three feet in width and the alleys are not less than fifteen feet in width"; and

WHEREAS, as authorized by the Second-Class Township Code, the Township desires to accept the right-of-way more particularly identified on the Plans and described in the legal

descriptions attached hereto in order to facilitate the construction and installation of pedestrian improvements as described above; and

WHEREAS, the Township, by accepting and filing this Resolution with the Clerk of Courts for the Montgomery County Court of Common Pleas, accepts the parcels of ground more particularly described herein to the extent that such acceptance is necessary at this time.

NOW THEREFORE, BE IT RESOLVED, that the Lower Salford Township Board of Supervisors accepts the property described in Exhibits “A”, “B”, “C” and “D” to have and to hold, forever, as and for public streets, roads, highways, trails, sidewalks, or utilities, and with the same effect as if the same had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

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

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

EXHIBIT "A"

Legal Description – Godshall Plan

April 7, 2023

**DESCRIPTION OF ULTIMATE RIGHT-OF-WAY ALONG
YODER ROAD T-375 (PARID# 50-00-00000-00-0)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in accordance with a plan made by Herbert H. Metz, Inc., entitled "PLAN OF SUBDIVISION PREPARED FOR PHILIP M. GODSHALL" dated March 15, 1978, and recorded on July 3, 1978, at Norristown Pennsylvania in the Office for the Recorder of Deeds of Montgomery County, in Plan Book A032 Page 93.

Beginning at a point in the bed of Yoder Road (T-375), said point being a distance 160.93 feet on a course bearing North 41 degrees 30 minutes 00 seconds West from the intersection of the centerline of Kulp Road (T-456) with the title line in the bed of Yoder Road; extending thence the following eight courses:

- 1) South 46 degrees 47 minutes 39 seconds West, a distance of 24.66 feet to a point.
- 2) Thence along the southwesterly ultimate Right-of-Way line of Yoder Road and the lands of Carl L. Thompson and Geraldine K. Thompson (PARID# 50-00-04647-00-1) and the lands of Joseph J. Benischeck and Linda A. Benischeck (PARID# 50-00-04647-01-9) and the lands of James Cifelli (PARID# 50-00-04647-02-8) and the lands of Jeffrey L. Wagner and Maria J. Wagner (PARID# 50-00-04647-03-7) and the lands of Kristin Bonacum (PARID# 50-00-04647-04-6) and the lands of Steven W. Mayhew Jr. (PARID# 50-00-04648-00-9), North 41 degrees 36 minutes 55 seconds West, a distance of 502.76 feet to a point.
- 3) Thence, North 49 degrees 59 minutes 17 seconds East, a distance of 5.20 feet to a point.
- 4) Thence, North 40 degrees 00 minutes 43 seconds West, a distance of 42.86 feet to a point.
- 5) Thence, South 49 degrees 59 minutes 17 seconds West, a distance of 6.40 feet to a point.
- 6) Thence along the lands of Steven W. Mayhew Jr., North 41 degrees 36 minutes 55 seconds West, a distance of 25.47 feet to the point.
- 7) Thence, North 46 degrees 47 minutes 00 seconds East, a distance of 25.81 feet to the point.
- 8) Thence along the title line in the bed of Yoder Road, South 41 degrees 30 minutes 00 seconds East, a distance of 571.14 feet to the point and place of beginning.

Containing 14,158 square feet, or 0.325 acres.

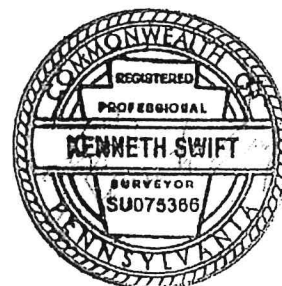


EXHIBIT "B"

Legal Description – Morgan Plan

April 7, 2023

**DESCRIPTION OF ULTIMATE RIGHT-OF-WAY ALONG
YODER ROAD T-375 AND KULP ROAD T-456 (PARID# 50-00-00000-00-0)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in accordance with a plan made by James H. Strothers Associates, entitled "SUBDIVISION FOR CARL MORGAN" dated March 19, 1979, and recorded on May 3, 1983, at Norristown, Pennsylvania in the Office for the Recorder of Deeds of Montgomery County, in Plan Book A044 Page 420.

Beginning at a point of intersection with the centerline of Kulp Road (T-456) and the title line in the bed of Yoder Road (T-375); extending thence the following seven courses:

- 1) Along the centerline of Kulp Road, South 42 degrees 28 minutes 49 seconds West, a distance of 564.75 feet to a point.
- 2) Thence, North 46 degrees 59 minutes 00 seconds West, a distance of 25.00 feet to a point.
- 3) Thence along the northwesterly ultimate Right-of-Way line of Kulp Road and the lands of Michael P. Walton and Kimberly H. Walton (PARID# 50-00-01402-00-6) and the lands of Richard J. Conrad and Catherine M. Conrad (PARID# 50-00-03880-14-7) and crossing the entrance to Saint Andrews Lane (T-499) and the lands of George R. Lehotta and Victoria H. Lehotta (PARID# 50-00-03880-00-3) and the lands of Bruce A. Noto and Theresa G. Noto (PARID# 50-00-01400-10-7) and the lands of H. Hassan Builders, Inc. (PARID# 50-00-01399-00-9), North 42 degrees 28 minutes 49 seconds East, a distance of 511.58 feet to a point.
- 4) Thence along a curve to the left having a radius of 30.00 feet, an arc length of 45.03 feet, and being subtended by a chord bearing North 00 degrees 22 minutes 28 seconds West, a chord distance of 40.92 feet to a point.
- 5) Thence along the southwesterly ultimate Right-of-Way line of Yoder Road and the lands of H. Hassan Builders, Inc. (PARID# 50-00-01399-00-9), North 43 degrees 22 minutes 17 seconds West, a distance of 110.66 feet to a point.
- 6) Thence, North 44 degrees 11 minutes 57 seconds East, a distance of 24.67 feet to a point.
- 7) Thence along the title line in the bed of Yoder Road, South 44 degrees 07 minutes 00 seconds East, a distance of 162.68 feet to the point and place of beginning.

Containing 17,822 square feet, or 0.409 acres.



EXHIBIT "C"

Legal Description – Detwiler Plan



April 7, 2023

**DESCRIPTION OF ULTIMATE RIGHT-OF-WAY ALONG
YODER ROAD T-375 (PARID# 50-00-00000-00-0)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in accordance with a plan made by Urwiler and Walter, Inc., entitled "PLAN OF SUBDIVISION PREPARED FOR WALTER DETWEILER" dated August 22, 1985, and recorded on October 24, 1985, at Norristown, Pennsylvania in the Office for the Recorder of Deeds of Montgomery County in Plan Book A046 Page 492.

Beginning at a point in the bed of Yoder Road (T-375), said point being a common corner between the lands of Steven W. Mayhew Jr. (PARID# 50-00-04648-00-9) and Steven W. Mayhew Jr. (PARID# 50-00-04650-00-7); extending thence the following six courses:

- 1) South 47 degrees 00 minutes 00 seconds West, a distance of 26.12 feet to a point.
- 2) Thence along the southwesterly ultimate Right-of-Way line of Yoder Road and the lands of Steven W. Mayhew Jr. (PARID# 50-00-04650-00-7), North 41 degrees 44 minutes 43 seconds West, a distance of 15.00 feet to a point.
- 3) Thence along the same and the lands of Stephen J. Schrag and Meghan F. Schrag (PARID# 50-00-04650-20-5) North 43 degrees 15 minutes 15 seconds West, a distance of 143.00 feet to a point.
- 4) Thence along the same and crossing the entrance to Vernal Lane (T-519) and the lands of Bruce W. Bronsdon and Catherine J. Bronsdon (PARID# 50-00-04547-00-2), North 43 degrees 18 minutes 28 seconds West, a distance of 193.18 feet to a point.
- 5) Thence, North 45 degrees 49 minutes 23 seconds East, a distance of 30.01 feet to a point
- 6) Thence along the title line in the bed of Yoder Road, South 42 degrees 35 minutes 11 seconds East, a distance of 351.80 feet to the point and place of beginning.

Containing 9,782 square feet, or 0.224 acres.



EXHIBIT "5"

Legal Description – Vernal Lane Plan

April 14, 2023

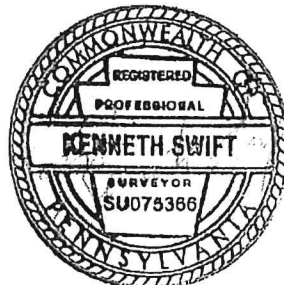
**DESCRIPTION OF RIGHT-OF-WAY FOR VERNAL LANE
(PARID# 50-00-00000-00-0)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in accordance with a plan made by Urwiler and Walter, Inc., entitled "PLAN OF SUBDIVISION PREPARED FOR WALTON DETWEILER" dated April 16, 1991, and recorded on August 20, 1991, at Norristown, Pennsylvania in the Office for the Recorder of Deeds of Montgomery County in Plan Book A053 Page 370.

Beginning at a point, at a cusp, at the intersection of the southerly Right-of-Way line of Yoder Road (T-375) and the northern Right-of-Way line of Vernal Lane; said point being distant 118.32 feet and a course bearing of South 43 degrees 14 minutes 31 seconds from a monument at the corner of PARID 50-00-0457-00-2, thence extending the following courses:

- 1) Thence along a curve to the right, having a radius of 25.00 feet, and an arc length of 39.38 feet, and being subtended by a chord bearing South 01 degrees 53 minutes 16 seconds West, a chord distance of 35.43 feet to a point on the northerly Right-of-Way line of Vernal Lane.
- 2) Thence, South 47 degrees 00 minutes 44 seconds West, a distance of 206.05 feet to a point of curvature at the beginning of a cul-de-sac.
- 3) Thence along a curve to the right, having a radius of 52.00 feet, and an arc length of 38.33 feet, and being subtended by a chord bearing South 68 degrees 07 minutes 44 seconds West, a chord distance of 37.47 feet to a point of reverse curvature.
- 4) Thence along a curve to the left, having a radius of 52.00 feet, and an arc length of 240.02 feet, and being subtended by a chord bearing South 42 degrees 59 minutes 10 seconds East, a chord distance of 77.00 feet to a point of reverse curvature.
- 5) Thence along a curve to the right, having a radius of 52.00 feet, and an arc length of 38.33 feet, and being subtended by a chord bearing North 25 degrees 53 minutes 55 seconds East, a chord distance of 37.47 feet to a point at the end of the cul-de-sac.
- 6) Thence along the southerly Right-of-Way line of Vernal Lane, North 47 degrees 00 minutes 44 seconds East, a distance of 231.39 feet to a point on the southern Right-of-Way line of Yoder Road.
- 7) Thence along southern Right-of-Way line of Yoder Road (T375), North 43 degrees 14 minutes 31 seconds West, a distance of 75.11 feet to the point and place of beginning.

Containing 21,331.54 square feet, or 0.490 acres.



**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023-19

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
FOR THE 2023 DCED/CFA GREENWAYS, TRAILS AND RECREATION PROGRAM
FOR THE YODER ROAD SDEWALF CONNECTION**

Be it **RESOLVED**, that Lower Salford Township of Montgomery County hereby requests a Greenways, Trails, and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for the construction of a new sidewalk, as well as associated streetscaping improvements, on the south side of Yoder Road from Kulp Road to Vernal Lane.

Be it **FURTHER RESOLVED**, that the Applicant does hereby designate Keith Bergman, Chairman of the Lower Salford Township Board of Supervisors, and Joseph S. Czajkowski, Township Manager/Secretary, as the officials to execute all documents and agreements between Lower Salford Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

Be it **FURTHER RESOLVED**, that the Applicant does hereby commit to providing a local funding match in the amount of \$73,000 towards the total project cost, or a minimum of 15% of the total project cost.

I, Joseph S. Czajkowski, duly qualified Secretary of the Board of Supervisors of Lower Salford Township, Montgomery County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Lower Salford Township Board of Supervisors at a regular meeting held on the 3rd day of May 2023 and said Resolution has been recorded in the Minutes of the Lower Salford Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of LOWER SALFORD TOWNSHIP, this ____ day of _____, 20__.

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

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

Attest: _____
Joseph S. Czajkowski, Secretary

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2023-20

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
FOR THE 2023 DCED MULTIMODAL TRANSPORTATION FUND (MTF) FOR THE
SR 113 RELOCATION PROJECT**

BE IT RESOLVED, that the Board of Supervisors of Lower Salford Township, Montgomery County, hereby request a Multimodal Transportation Fund grant of \$1,200,000 from the Commonwealth Financing Authority to be used for *Preliminary Engineering Design* services for the SR 0113 (Harleysville Pike) Relocation and Shared Use Path Project in Lower Salford Township, Montgomery County, PA.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Keith Bergman, Chairman of the Board of Supervisors and Joseph Czajkowski, Township Manager/Secretary as the officials to execute all documents and agreements between Lower Salford Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Joseph Czajkowski, duly qualified secretary of the board of Supervisors of Lower Salford Township, Montgomery County Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a regular meeting held _____ (Date) and said resolution has been recorded in the Minutes of the Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix by hand and attach the seal of the Township of Lower Salford this ____ day of _____, 2023.

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

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

Attest: _____
Joseph S. Czajkowski, Secretary

LOWER SALFORD TOWNSHIP
379 MAIN STREET
HARLEYSVILLE, PA 19438-2391
(215) 256-8087

MONTGOMERY COUNTY, PA

DATE: _____

Application is hereby made for a Conditional Use pursuant to the terms of Article 164,
Section 7325, of the Code of the Township of Lower Salford, Harleysville, Pennsylvania, amending
Ordinance No. 62-6.

APPLICANT (Name): GLICK FIRE EQUIPMENT COMPANY, INC.
(address): 350 MILL CREEK RD., BIRD IN HAND, PA 17505
(phone): 717-990-3431 (email) tara.zimmerman@glickfire.com

REAL ESTATE OWNER (Name): 4S HARLEYSVILLE 110 LLC
(address): 123 MAIN STREET, DUBLIN, PA 18917
(phone): 215-695-2772 (email) dloux@4thsoll.com

Location of Real Estate: 110 CHRISTOPHER LANE, HARLEYSVILLE, PA 19438

Zoning District I INDUSTRIAL
Existing Improvements and Use: 29,200 SQ. FT., SINGLE STORY INDUSTRIAL STRUCTURE
PARKING FOR 76 VEHICLES; ASSOCIATED SWM STRUCTURES; LANDSCAPING
STRUCTURE IS CURRENTLY VACANT AND UNDERGOING FIT OUT

Description of Proposed Improvements: INTERIOR FIT OUT; MINOR EXTERIOR MODIFICATIONS
INCLUDING INSTALLATION OF (2) 14'X14' GARAGE DOORS; (1) 8'X10' GARAGE DOOR
AND MINOR EXTENSION OF CONCRETE WALKWAY

Intended Use of Proposed Buildings: TRUCK MAINTENANCE AND REPAIR - FIRE EQUIPMENT

Size of Lot _____ Area of Lot 3.3 AC +/- Percent of Lot Area to be Occupied by Proposed
Buildings 20% EXISTING; 0% PROPOSED Date work proposed to commence CURRENT

Has any application concerning this tract been filed with the Township previously to the best of your
knowledge? LAND DEVELOPMENT; NOT KNOWN IF ANY ZONING APPLICATIONS

Five (5) folded copies of a plot plan of the real estate to be affected, prepared by a Registered Surveyor, shall be
submitted with this application; as well, an electronic copy must be emailed to
MBeuke@LowerSalfordTownship.org & PReimel@LowerSalfordTownship.org. This plan must show present
improvements and the additions intended to be made under the application or appeal, if any, indicating the size
of such proposed improvements, material, and general construction thereof including the location and also the
size and location of the lot and size of improvements now erected and proposed to be erected thereon. If a
structure is proposed, five (5) folded copies of a floor plan and frontal elevation prepared by the architect or
builder must also be submitted and electronic copies sent to MBeuke@LowerSalfordTownship.org &
PReimel@LowerSalfordTownship.org. Please submit all information in 5 complete, collated packets.

I (we) hereby certify that the information contained above is true and correct to the best of my (our) knowledge.

OWNER'S SIGNATURE: [Signature] Print Name: DEREK C. LOUX
APPLICANT'S SIGNATURE: [Signature] Print Name: Tara Zimmerman

RECORD OF SECRETARY

Date of Hearing: _____ Date of Decision: _____

Conditions (if any) _____

Township Secretary

Required Township Fee \$1,000. 00
Required Escrow Deposit \$5000.00
(Separate checks required)

MCPC Fee - Applicant will be invoiced directly for the Montgomery County Planning Commission via email
Stenographer Fees - Applicant will be invoiced directly from the Township for 50% of the fees via USPS

Extension of Time Filed: _____ Yes _____ No

EXTENSION OF TIME

CONDITIONAL USE REQUEST

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

RE: Property Address: 110 CHRISTOPHER LANE, HARLEYSVILLE, PA 19438

Current Use: VACANT; UNDERGOING FIT OUT

Requested Use: TRUCK MAINTENANCE AND REPAIR - FIRE EQUIPMENT

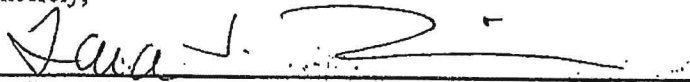
:

On _____, I made an official request for a Conditional Use approval for the above referenced property and paid all appropriate fees. I understand that the Township's Zoning Ordinance and the Pennsylvania Municipalities Planning Code requires that the Board of Supervisors hold the initial hearing on this application within 60 days of filing all appropriate fees and applications.

Please be advised that, notwithstanding any contrary provision of the Pennsylvania Municipalities Planning Code, this letter will serve as notice to the township that the requirement that the initial hearing on this request by the Board of Supervisors take place within 60 days, is hereby waived.

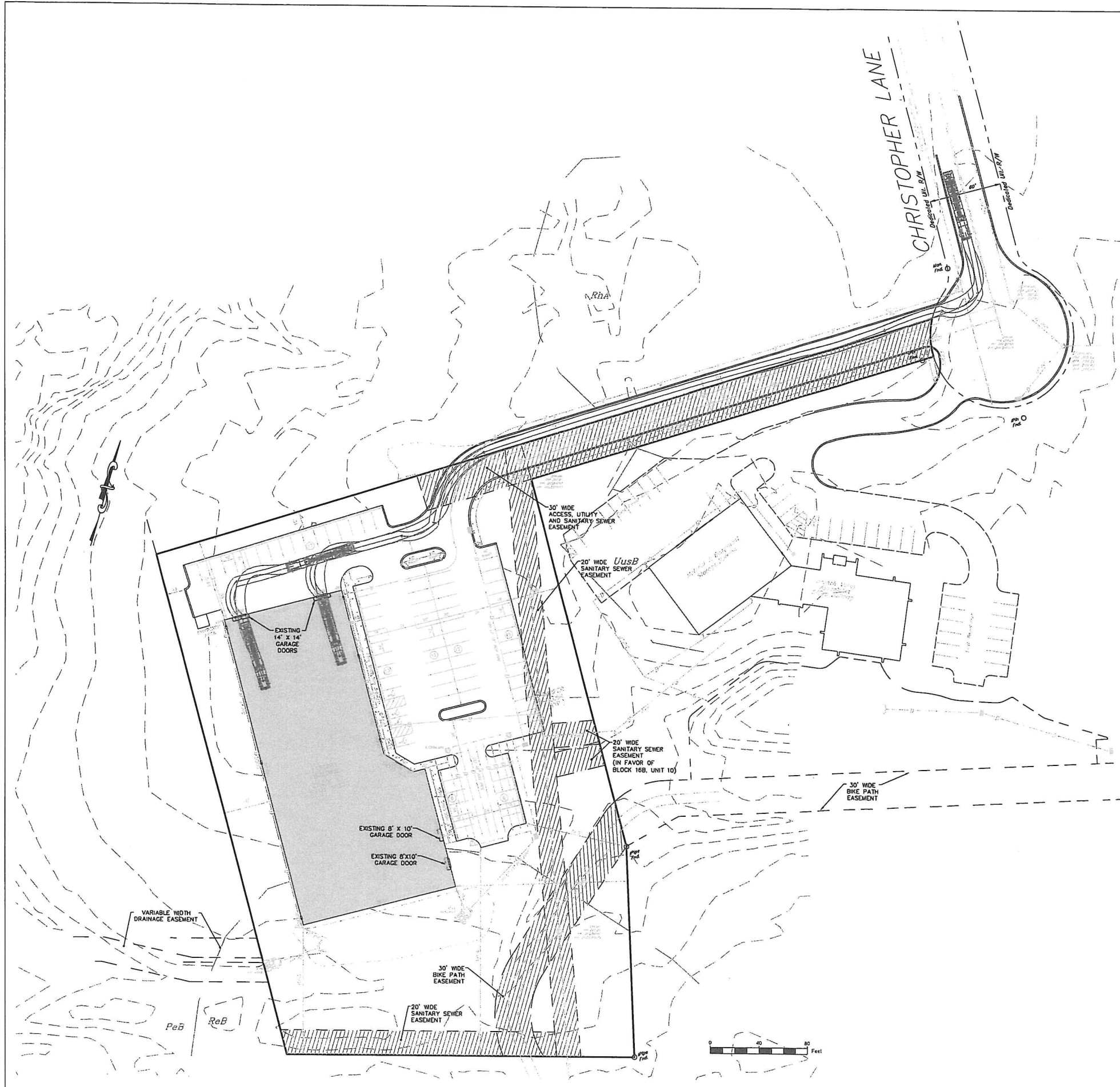
Should it become necessary to limit the amount of time for the Board of Supervisors to take action on my request beyond the initial 60-day period, I agree to provide the Township Manager with at least 30 days written notice.

Sincerely,


Applicant Signature

3/10/23
Date

Tara Zimmerman
Applicant Name, please print clearly.



LEGEND

- PROPERTY LINE
- - - EXISTING CONTOURS
- - - BUILDING SETBACK LINE
- - - ULTIMATE RIGHT-OF-WAY
- ▨ EXISTING EASEMENTS
- ▭ EXISTING ASPHALT PAVEMENT
- ▭ EXISTING CONCRETE WALKWAYS

- NOTES:**
- 1) THE BOUNDARY & EXISTING INFORMATION IS TAKEN FROM A PLAN TITLED "MONTCO OTM & SPORTS, HIRAH HERSHEY SUBDIVISION LOT #11, LOWER SALSFORD TOWNSHIP, MONTGOMERY COUNTY, PA, AS-BUILT ACCESSIBILITY PLAN" PREPARED BY GORSKI ENGINEERING, INC. DATED OCTOBER 11, 2010 WITH SUPPLEMENTAL INFORMATION TAKEN FROM A PLAN TITLED "LAND DEVELOPMENT PLAN OF LOT 11 OF THE HIRAH HERSHEY SUBDIVISION PREPARED FOR DON CASEY SITE SITUATE IN LOWER SALSFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA" PREPARED BY STOUT, TACCONELLI & ASSOCIATES, INC. DATED SEPTEMBER 6, 2005 LAST REVISED NOVEMBER 29, 2005.
 - 2) CONTOUR INFORMATION TAKEN FROM LIDAR INFORMATION AVAILABLE THROUGH PASDA.

ZONING TABLE - LOWER SALSFORD TOWNSHIP

ZONING DISTRICT: I Industrial District

ITEM	REQUIRED / PERMITTED	PROPOSED	ORDINANCE SECTION
Permitted Use	Light Industrial, Warehouse, Storage, Office, Research, Retail and Wholesale, Sports Training	Truck Repair Shop (CU)	164-73.B.(3)

District Requirements for Class Two Conditional Uses

Item	Required	Proposed	Ordinance Section
Min. Net Lot Area	1 Acres	3.3 Acres	164-74
Min. Lot Width at Building Line	150 FT	493.2 FT	164-74
Max. Building Height / Stories	35 FT / 4 Stories	< 35 FT / 4 stories	164-74
Min. Front Yard Setback	40 FT	142.7 FT	164-74
Min. Side Yard Setback (Each)	25 FT	68 FT	164-74
Min. Rear Yard Setback	40 FT	40 FT	164-74
Min. Building Setback From Residential Zoning District When No Additional Buffering is Provided	150 FT	N/A	164-74
Min. Building Setback From Residential Zoning District When Additional Buffering is Provided	75 FT	106.2 FT	164-74
Min. Parking Setback From Residential Zoning District When No Additional Buffering is Provided	75 FT	N/A	164-74
Min. Parking Setback From Residential Zoning District When Additional Buffering is Provided	50 FT	171.4 FT	164-74
Min. Off-Street Loading Area Setback From Residential Zoning District	100 FT	200 FT	164-74
Max. Building Coverage	20%	20.0%	164-74
Max. Impervious Coverage	60%	46.9%	164-74
Min. Green Space	40%	53.1%	164-74
Min. Building Setback Between Buildings on the Same Lot	One building per lot	N/A	164-74
Min. Number of Parking Stalls	per ITE Parking Generation Manual, 49 spaces for 29,200 SF or 19 spaces for 15 employees	76	164-99.A; 164-99.B

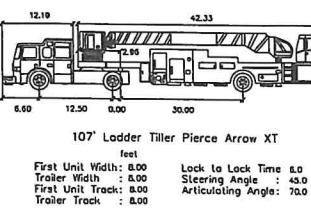
Notes:
(CU) Conditional use required

SITE CALCULATIONS

	Area (SF)	Area (AC)
Gross Lot Area	156,214	3.59
Existing Street Legal/Ultimate Right-of-Way	0	0.00
Access Strip to Rear, Flag or Interior Lots	10,543	0.24
Right-of-Way of Overhead and Underground Utility Lines	0	0.00
Net Lot Area	145,671	3.34

EXISTING IMPERVIOUS CALCULATIONS

	S.F.
Existing Building	28,200
Existing Driveway	36,365
Existing Curb	429
Existing Walkways	2,354
Total Existing Impervious	68,348
Existing Impervious Coverage	46.9%
Existing Building Coverage	20.0%
Existing Green Space	53.1%



TRUCK TURNING TEMPLATE

Holmes Cunningham LLC
409 E. Butler Ave. Unit 5
Doylesstown, PA 18901
(215) 566-3330
www.hcengneering.net

Holmes Cunningham LLC
ENGINEERING

REVISIONS
Description
Date

DATE SUBMITTED FOR PERMISSIVE REVIEW: 3/14/2023
DATE SUBMITTED FOR PERMISSIVE REVIEW: 3/14/2023
DATE SUBMITTED FOR PERMISSIVE REVIEW: 3/14/2023
DATE SUBMITTED FOR PERMISSIVE REVIEW: 3/14/2023

110 CHRISTOPHER LANE
T.P.#: 50-00-00318-02-B
LOWER SALSFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

SKETCH PLAN

KRISTIN R. HOLMES, P.E.
PA PE073604

File No.
1733_Sk-7 Sketch.dwg

Date: 3/14/2023
Scale: 1"=40'
HCE Job: 1733
Designed: RS
Sheet: 1 of 1

Drawing No.
SK-1

MEMORANDUM

To: Joseph Czajkowski, Lower Salford Township Manager
From: Andy Freimuth, Esquire
Date: 4/28/2023
Re: Lederach Golf Club Management Agreement
CC:

Joe,

At the May 3, 2023 meeting of the Board of Supervisors, there will be an agenda item for approval of the First Amendment to the Management Agreement for Lederach Golf Club. You asked me to prepare a brief Memorandum explaining the need for the Amendment.

The current Management Agreement is between the Recreation Authority and Brown Golf Management, LLC. Brown was recently acquired by GreatLife Golf LLC and, in the process of the assignment of the Management Agreement from Brown to GreatLife, the Pennsylvania Liquor Control Board issued a letter in response to the request to appoint GreatLife as the management company for the Liquor License at the Club. One of PLCB's comments in the letter correctly notes that the Township is the licensee/owner of the Liquor License (not the Recreation Authority) and, therefore, the Township must be a party to the Management Agreement. In order to resolve this comment and allow the PLCB to recognize GreatLife as the management company for the Liquor License, our office worked with Counsel for GreatLife to add the Township as a party to the Management Agreement, which is accomplished through the Amendment proposed for approval by the Board of Supervisors. In addition to adding the Township as a party, the Amendment also clarifies certain insurance requirements applicable to the parties and corrects the legal name of the Recreation Authority, who was incorrectly identified in the Management Agreement as the Recreational Authority.

We look forward to talking to you and the Board should anyone have any questions regarding the Amendment.

Andy

**FIRST AMENDMENT TO
GOLF COURSE MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE GOLF COURSE MANAGEMENT AGREEMENT (“First Amendment”) is entered as of this ____ day of _____ 2023, by and between **Lower Salford Township Recreation Authority (previously identified incorrectly as Lower Salford Township Recreational Authority)** (“Owner”), **GreatLIFE Golf LLC** (“Manager”) and **Lower Salford Township** (“Township”).

RECITALS:

WHEREAS, Owner and Brown Golf Management LLC (“Brown Golf”) entered into that certain Management Agreement attached hereto as Exhibit “A” regarding the management of the golf course facility generally known as Lederach Golf Club (the “Agreement”) located at 900 Clubhouse Drive Harleysville, PA 19438 (the “Golf Course”); and

WHEREAS, Brown Golf assigned all of its rights, obligations and interests under the Agreement to Manager on September 6th, 2022 (the “Assignment”).

WHEREAS, Manager notified the Pennsylvania Liquor Control Board (the “PLCB”) of the Assignment to obtain PLCB approval of the appointment of Manager as the new management company (the “Appointment”) for the Golf Course.

WHEREAS, the PLCB responded with a letter dated February 6, 2023 (the “February 6th Letter”) stating the liquor license in place for the Golf Course was in the name of the Township and not the Owner.

WHEREAS, the PLCB stated in the February 6th Letter it was seeking “a management agreement which includes Lower Salford Township as a party of the agreement”.

WHEREAS, Owner, Manager and Township desire to add the Township as a party to the Agreement pursuant to the terms of this First Amendment.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- (1) Recitals. Owner, Manager and Township agree that the recitals set forth above are true and correct and form a material part of this First Amendment.
- (2) Effective Date. The provisions of this First Amendment shall be effective as _____, 2023 (the “Effective Date”).

- (3) Township as Party/Change in Name of Owner. The Township shall be added as a party to the Agreement and the legal name of the Owner shall change from “Lower Salford Township Recreational Authority” to “Lower Salford Township Recreation Authority”.
- (4) Additional Township Recital. Following the first paragraph below the heading “WITNESSETH:”, the following additional paragraph shall be included in the Agreement:

WHEREAS, the Township is hereby a Party to this Agreement as the municipality responsible for organizing the Owner as a Pennsylvania municipal authority and in its capacity as the owner of Pennsylvania Municipality Golf Course Liquor License No. GR42 (the “Liquor License”), which permits the sale of alcohol at the Property.

- (5) Section 1. Appointment of Manager. Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

Appointment of Manager. Subject to all the terms and conditions of this Agreement, and for the term hereof, Owner and Township hereby appoints and designates Manager as management agent for the Property. Owner, Township and Manager expressly agree Manager is not designated as a management agent for any area utilized for overnight accommodations.

- (6) Section 6. Insurance. Section 6 of the Agreement shall be deleted in its entirety and replaced with the following:

See attached insurance requirement addendum.

- (8) Section 9(b). Indemnification. Section 9(b) of the Agreement shall be deleted in its entirety and replaced with the following:

(b) Manager agrees to indemnify, hold harmless and defend Owner and Owner’s members, managers, employees, agents and representatives and Township and Township’s members, managers, employees, agents and representatives, from any and all damage, liability or loss they may suffer as a result of claims, costs, demands or judgments against them from third party claimants (including, without limitation, reasonable attorney’s fees and court costs) arising from the performance of Manager’s duties, obligations and powers in accordance with this Agreement, or arising from Manager’s (including employees, members, managers, agents or representatives of Manager) negligent acts, gross negligence, or willful misconduct or Manager’s breach of any term or condition of this Agreement. Manager shall not be liable for indemnification hereunder, however, for liabilities resulting from the sole negligence of Owner or its employees, members, managers, agents or representatives or the Township or its members, managers, employees, agents or representatives.

- (9) Section 10. Final Authority. Section 10 of the Agreement shall be deleted in its entirety and replaced with the following:

Final Authority. It is understood and agreed that the Township is licensed under Pennsylvania state law to sell alcohol at the Property, and that the Liquor License is available to the Owner and the Manager for the sale of liquor in accordance with all rules, regulations and laws applicable thereto. Owner and Manager agree that the Township shall have final decision-making authority in all matters required by state laws and regulations governing the sale and distribution of alcohol.

- (10) Terms and Conditions. Except for the revisions provided in this First Amendment to the Agreement set forth herein, all of the terms and conditions of the Agreement shall remain in full force and effect.
- (11) Governing Law and Venue. The interpretation, construction and enforcement of this First Amendment shall be governed by the laws of the Commonwealth of Pennsylvania.
- (12) Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be considered to be an original, but all of which together shall constitute one and the same instrument.
- (13) Defined Terms. All capitalized terms used but not defined in this First Amendment shall have the meaning ascribed to them in the Agreement. All capitalized terms used but not defined in the attached insurance requirement addendum shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, Owner, Township and Manager have caused this First Amendment to be executed as of the day and year first written above.

OWNER

Lower Salford Township Recreation Authority

By: _____
Douglas A. Gifford, Chairman

MANAGER

GreatLIFE Golf, LLC

By: _____
John Brown, Chairperson

TOWNSHIP

Lower Salford Township

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

Attest: _____
Joseph S. Czajkowski, Secretary

Delaware Valley Property and Liability Trust

Lower Salford Township Lease Agreement for Lederach Golf Club - Recommended Insurance Requirements

For purposes of this Addendum- "**Premises**" shall mean Lederach Golf Club located at 900 clubhouse Drive Harleysville, PA 19438 and shall include the land, clubhouse, improvements and golf course which comprise the golf facility.

1 - General Insurance Requirements

1.1 - Insurance as required hereunder shall be in force throughout the term of the Agreement. Original certificates signed by authorized representatives of the insurers or, at Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with Owner throughout the term of the Agreement.

1.2 - Manager shall require all Independent Contractors, if any, to maintain during the term of the Agreement commercial general liability insurance, liquor liability insurance (if serving or distributing liquor), business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of Manager in 2.1.1, 2.1.2, 2.1.3 and 2.1.4 unless any such requirement is expressly waived or amended by Owner and Lower Salford Township in writing. Manager shall furnish Contractors' certificates of insurance to Owner immediately upon request.

1.3 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Owner and Lower Salford Township.

1.4 - No acceptance and/or approval of any insurance by Owner or Lower Salford Township shall be construed as relieving or excusing Manager from any liability or obligation imposed upon Manager by the provisions of this Agreement.

1.5 - If Manager does not meet the insurance requirements of this Agreement, Manager shall forward a written request to Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If Owner denies the request, Manager must comply with the insurance requirements as specified in this Agreement.

1.6 - All required insurance coverages for the Manager must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to Owner and Lower Salford Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Owner and Lower Salford Township grants specific approval for an exception. Owner and Lower Salford Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund of Pennsylvania.

1.7 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by Manager and are subject to Owner's and Lower Salford Township's written approval. Any deductible or retention amounts elected by Manager or imposed by Manager's insurer(s) shall be the sole responsibility of Manager.

1.8 - If Owner or Lower Salford Township is damaged by the failure or neglect of Manager to purchase and maintain insurance as described and required herein, without so notifying

Delaware Valley Property and Liability Trust

Owner and Lower Salford Township, then Manager shall bear all reasonable costs properly attributable thereto.

2 – Manager’s Liability Insurance

2.1 - Manager shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for one year after termination of this Agreement;
- iv. Liability arising from the application or use of pesticides or herbicides; and
- v. Contractual liability including protection for Manager from bodily injury and property damage claims arising out of liability assumed under this Agreement.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - Liquor liability insurance or its equivalent either by endorsement to the general liability coverage required above or separately with limits of \$1,000,000 each common cause, \$2,000,000 aggregate. Occurrence-based coverage is strongly preferred in lieu of claims made coverage.

2.1.4 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.5 - Professional Management Liability insurance with minimum limits of \$1,000,000 per claim.

2.1.6 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 4,000,000 per occurrence;

Delaware Valley Property and Liability Trust

- \$ 4,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 4,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Liquor liability;**
- iii. Business auto liability; and
- iv. Employers liability.

Special Note: Excess liquor liability coverage may be written separately in order to provide total minimum limits of \$5,000,000 each common cause, \$5,000,000 aggregate.

2.1.7 – Owner and Lower Salford Township and their elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on Manager's commercial general liability insurance, liquor liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of Manager's occupancy, operations, maintenance, or use of Premises, or the sales, furnishing or serving of any food, beverage or other products or materials under this Agreement.

Special Note: Commercial general liability policies endorsed with ISO form **CG 2026** entitled "Additional Insured – Designated Person or Organization" or general liability policies endorsed with CD D2 46 04 19 are acceptable. Furthermore, the schedule on the additional insured endorsement must properly reference Lower Salford Township **and** its elected and appointed officials, employees and Township-authorized volunteers as additional insureds.

As respects the Liquor Liability, a specimen of the Additional Insured endorsement to be used must accompany the certificate(s) of insurance.

However, policies endorsed with **CG 2010** entitled "Additional Insured - Owners, Managers or Contractors – Scheduled Person or Organization" and/or **CG 2011**, "Additional Insured – Managers or Lessors of Premises" shall **NOT** be acceptable.

2.1.8 - Insurance provided under Manager's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Manager's liability insurance policies required herein.)

2.1.9 - Insurance provided by Owner and Lower Salford Township as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to Owner, Lower Salford Township and their elected and appointed officials, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided by Owner and Lower Salford Township as specified herein.

2.2 - If the liquor liability insurance purchased by Manager has been issued on a "claims made" basis, Manager must comply with the following additional conditions:

- i. Manager shall agree to provide certificates of insurance evidencing the above coverages for a period of one year after final payment by Lower Salford Township

Delaware Valley Property and Liability Trust

under this Agreement. Such certificates shall evidence a retroactive date no later than the inception date of this Agreement; or

- ii. Manager shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Agreement.

2.3- Owner shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.3.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- iii. Liability arising from premises and operations;
- iv. Liability arising from the actions of independent contractors; and
- v. Liability arising from products and completed operations with such coverage to be maintained for one year after termination of this Agreement.

2.4 - Lower Salford Township shall maintain liquor liability insurance with limits of at least \$1,000,000 per claim and a \$1,000,000 aggregate, which insurance coverage may be provided through commercial general liability insurance without a liquor liability exclusion.

2.5 - Manger shall be named as additional insured on the general liability and liquor liability policies of insurance required of the Owner and Lower Salford Township as specified herein.

3 – Property and Crime Insurance

3.1 - Reserved.

3.2 - Owner shall secure and maintain, at its own expense, all risk (special form) property insurance or group self-insurance which insures or covers against direct physical loss of or damage to the Owner's buildings, personal property (including mobile equipment), fixtures and equipment located in, on or at the Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of such buildings, personal property, fixtures and equipment. Owner shall also secure time element (business interruption and extra expense) insurance or group self-insurance satisfactory to protect its interests as a result of direct physical loss of or damage to the Owner's buildings, personal property, fixtures and equipment located in, on or at the Premises. Any deductible amount(s) selected by the Owner or imposed by Owner's insurer(s) shall be the sole responsibility of the Township.

3.3 - The Manager shall purchase and maintain crime insurance with employee dishonesty (fidelity bond) coverage or its equivalent with a minimum limit of \$300,000 per loss or

Delaware Valley Property and Liability Trust

occurrence. Any deductible or retention amounts under such crime insurance, which have been elected by the Manager or imposed by the Manager's insurer(s), shall be the sole responsibility of the Manager.

Waiver of Subrogation

To the fullest extent permitted by law, Manager and its invitees, employees, officers, volunteers, agents and representatives waive any right of recovery against Lower Salford Township or its elected and appointed officials, employees, and Township-authorized volunteers for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of any construction at, operations upon, maintenance of or use of the Premises, or the sales, furnishing or serving of any food, beverage or other products or materials by Manager or otherwise arising from this Agreement. Manager specifically waives any right of recovery against the Township and its elected and appointed officials, employees and Township-authorized volunteers for bodily injury (and any resulting loss of income). Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Township and its elected and appointed officials, employees and Township-authorized volunteers. Manager shall advise its insurers of the foregoing.

To the fullest extent permitted by law, Lower Salford Township and its employees, officers, agents and representatives waive any right of recovery against Manager, its employees, agents and representatives for any and all claims, liability, loss, damage, costs or expenses (including attorneys' fees) arising out of any property damage sustained by Lower Salford Township that is covered by property insurance maintained by Lower Salford Township on its buildings, personal property (including mobile equipment), fixtures and equipment located in, on or at the Premises. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the Manager or its employees, agents or representatives. Lower Salford Township shall advise its insurers of the foregoing.

To the fullest extent permitted by law, Owner and its employees, officers, agents and representatives waive any right of recovery against Manager, its employees, agents and representatives for any and all claims, liability, loss, damage, costs or expenses (including attorneys' fees) arising out of any property damage sustained by Owner that is covered by property insurance maintained by Owner on its buildings, personal property (including mobile equipment), fixtures and equipment located in, on or at the Premises. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the Manager or its employees, agents or representatives. Owner shall advise its insurers of the foregoing.

Acknowledgment of Manager's Independent Contractor Status and No Coverage for Manager under Township's Workers Compensation Coverage

Manager hereby acknowledges its status as an independent contractor under this Agreement and that the Township's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to Manager or its employees during Manager's operations, occupancy, maintenance or use of the Township's premises. To the fullest extent permitted by law, Manager specifically waives any right of recovery against the Township and its elected and appointed officials, employees and Township-authorized volunteers for bodily injury (and any resulting loss of income) suffered by Manager's employees. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Township and its elected and appointed officials, employees and Township-authorized volunteers. Manager shall advise its insurers of the foregoing.

Delaware Valley Property and Liability Trust

Damage to Property of Manager and its Invitees

To the fullest extent permitted by law, Manager shall be solely responsible for any loss or damage to property of Manager or its invitees, employees, officers, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Township.

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2023-17

PDC Machines – Outdoor Testing Area

**A RESOLUTION APPROVING A WAIVER OF
FORMAL LAND DEVELOPMENT REVIEW**

WHEREAS, PDC MACHINES, LLC ("Developer") is the developer of a certain tract of land consisting of approximately 15.88 acres (gross) located on Fretz Road in Lower Salford Township, Montgomery County, Pennsylvania, more particularly identified as Montgomery County Tax Parcel No. 50-00-00706-00-9 (the "Property"); and

WHEREAS, by Resolution No. 2022-07, the Developer received approval to development the Property with a 187,285 square foot warehouse/manufacturing/office building (66,350 square feet of warehouse; 85,468 square feet of manufacturing; 35,467 square feet of office) with 282 associated vehicle parking spaces, 46 reserve parking spaces, loading docks, stormwater management facilities and improvements related thereto (collectively, the "Approved Development"), as more particularly shown on plans prepared by Pany & Lentz Engineering Company, dated January 3, 2022, last revised June 22, 2022, and recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania at Plan Book 58, Page 276 (hereinafter the "Approved Plans"); and

WHEREAS, Developer seeks approval to improve the Property with an outdoor testing area for hydrogen fuel cells (the "Proposed Development"), as more particularly shown on plans prepared by Pany & Lentz Engineering Company, dated March 30, 2023, bearing no revisions (the "Proposed Plan"); and

WHEREAS, Developer has submitted the Proposed Plan to the Township in conjunction with a request for waiver of formal land development review of the Proposed Development by the Township; and

WHEREAS, given the minor nature of the Proposed Development, the Board of Supervisors of Lower Salford Township is willing to waive formal land development review of the Proposed Plan, provided certain conditions are met.

NOW, THEREFORE, BE IT RESOLVED that the Lower Salford Township Board of Supervisors, in consideration of the minor nature of the Proposed Development on the Property, hereby grants Developer a waiver of formal land development review by the Township of the Proposed Plan, subject to the following conditions:

1. The Proposed Plan shall be recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania.

2. Prior to recording the Proposed Plan, the Developer shall revise the Proposed Plan to resolve to the satisfaction of the Township Engineer any and all comments of contained in the review letter from the Township Engineer dated May 1, 2023, a true and correct copy of which is attached hereto as Exhibit "A".

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

4. The Proposed Development shall be constructed in strict accordance with the content of the Proposed Plan, notes on the Proposed Plan and the terms and conditions of this Resolution.

5. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Proposed Plan, notes to the Proposed Plan, and this Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.

6. Failure to comply with the conditions of this Resolution shall subject the Proposed Development to a full land development review and analysis by the Township.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held on May 3, 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.cksenigneers.com
215.340.0600

May 1, 2023
Ref: #4601-088

Lower Salford Township
379 Main St.
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning

Reference: 30 Fretz Road
PDC Machines, LLC
Outdoor Testing Area
Waiver of Land Development Review
TMP No. 50-00-00706-00-9

Dear Mike:

We have received the Waiver of Land Development plan for 30 Fretz Road Outdoor Testing Area. The subject plan consists of one sheet, is prepared by Pany & Lentz Engineering Company, and is dated March 30, 2023, with no revisions.

Relative to this matter, we note the applicant proposes modifications to a portion of the existing parking area adjacent to the existing 187,205-s.f.(total area) industrial building that includes the construction of a 22' x 26' canopy with support columns; two simple fuel test locations; two simple fuel control panels; two simple fuel chillers; two water tanks; a storage valve panel; erection of two freestanding 8-ft-high firewalls surrounding two hydrogen storage tanks; removable and permanent bollards; and an 8-ft chain link fence. The area is to be utilized as a hydrogen fuel cell and simple fuel equipment testing area. No new impervious area is proposed. The site is located in the LI – Limited Industrial District, is approximately 15 acres with frontage on Fretz Road (S.R. 1008) and is part of a larger development that has not yet been certified as complete.

We offer the following comments for the Board's review of a Waiver of Land Development request:

1. The proposed Light Industrial use is a permitted use in the I – Industrial Zoning District. This proposed use includes the testing of hydrogen fuel cells and the installation of six hydrogen storage tanks, two simple fuel testing stations, simple fuel chillers, and two water tanks. (164-72)
2. The height and material of the proposed canopy must be added to the plan. Additional information regarding the canopy must be shown on the plan, including architectural renderings. The applicant should be prepared to discuss why the canopy isn't proposed over the entire use.
3. Proposed utility connections must be shown on the plan.
4. A detail of the firewalls is required on the plan. The Township should discuss if the tanks should be within a fire rated enclosure. We recommend approval from the Township building inspector of the enclosure and structural plans be required.

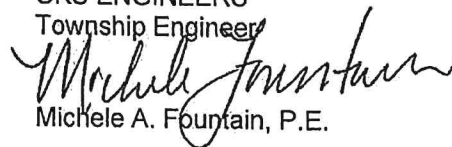
5. The applicant should be prepared to discuss how the above-ground hydrogen and simple fuel stations are in compliance with the PA Department of Labor and PA State Police Bureau of Fire Protection. (164-75.H)
6. The applicant must provide the anticipated noise generated by the testing area. All noise produced must meet the standards as stated in 164-75.B.
7. The applicant must discuss the disposition of all residual waste products of the use and the required PADEP permits, if necessary.
8. Warning signage shall be erected on the site near the hydrogen storage tanks prohibiting any potential sources of ignition such as smoking, use of matches or lighters. We recommend notices similar to the following or as required by NFPA 2:

STOP VEHICLE MOTORS, NO SMOKING, NO CELL PHONES, NO SOURCES OF IGNITION ALLOWED WITHIN 25 FEET, FLAMMABLE GAS PRESENT

HYDROGEN DOES NOT HAVE A DISTINCTIVE ODOR AND IS EXTREMELY COLD

9. The following additional details must be added to the plan:
 - a. Permanent and removable bollards.
 - b. 8-ft-high chain link fencing and gates. The Township may want the security fence screened.
10. Any new line striping must be labeled as proposed on the plans.
11. We recommend an as-built plan be required after the project is certified as complete.
12. We recommend the approval be contingent upon the two phases for the overall land development being certified as complete by the Township.
13. We recommend the plan be contingent upon all invoices being paid to the Township for all reviews done by the Township consultants.
14. If a Waiver of Land Development is approved, we recommend the plan be recorded at the Montgomery County Recorder of Deeds office and all required certifications be on the plan. (SLDO 142-15.B.3)

Very truly yours,
CKS ENGINEERS
Township Engineer



Michele A. Fountain, P.E.

MAF/klk

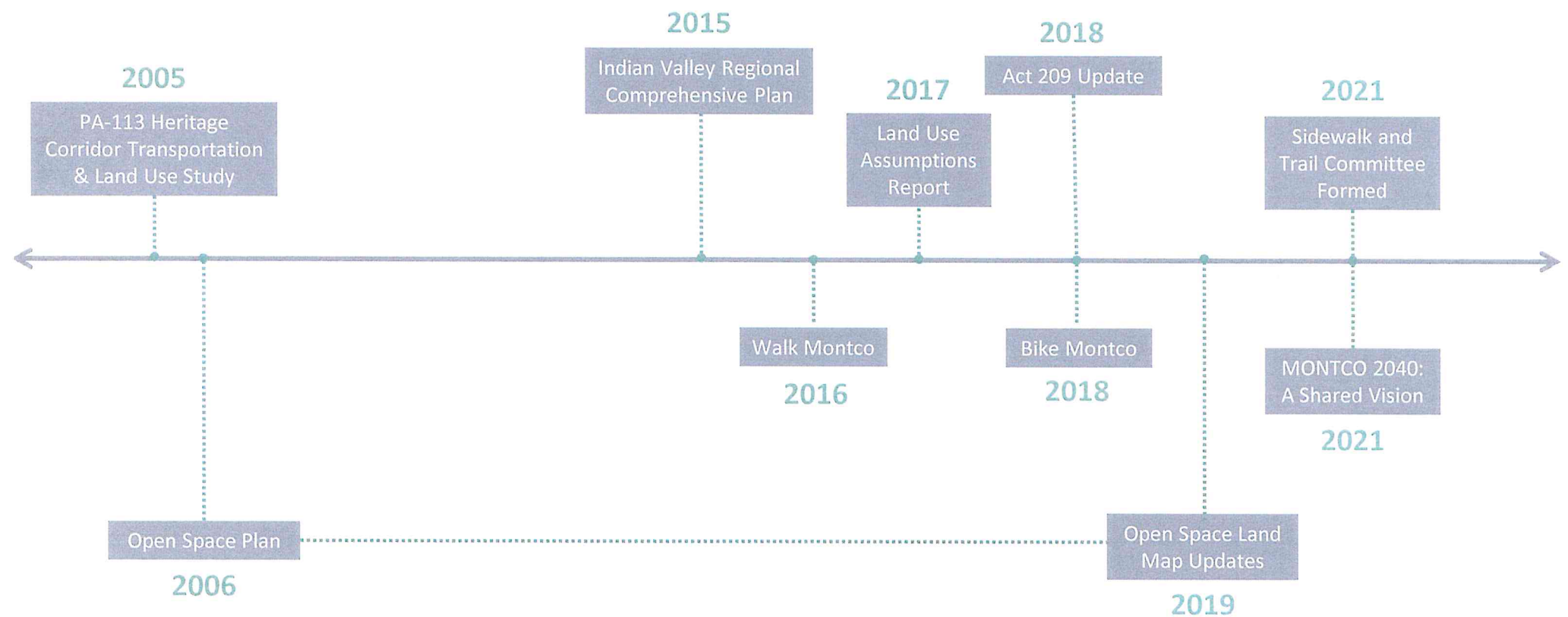
cc: Board of Supervisors (5) (via email)
Joseph Czajkowski, Township Manager (via email)
LST Staff (3) (via email)
James Garrity, Esquire, Township Solicitor (via email)
Andrew Freimuth, Esquire, Wisler Pearlstine (via email)
PDC Machines (via email)
Daniel Rowley, Saul Ewing (via email)
Pany & Lentz Engineering Company (via email)
John W. Evarts, P.E., CKS Engineers, Inc.
File

Walkable Lederach Feasibility Study

*Board of Supervisors Meeting
May 3, 2023*



Background/Previous Plans



Project Purpose

Develop and evaluate the feasibility of ways to...

- Make Lederach more walkable
- Retain and promote the village character
- Plan for the future relocation of PA 113
- Provide regional bicycle and pedestrian connections

Who are we planning for?



People with Disabilities



Leisure Walkers



Active Walkers/
Jogger



Commuter/
Daily Errands



Casual Cyclists



Confident Cyclists



Advanced Cyclists

Project Overview

BUDGET AND FUNDING = \$100,000

- Transportation and Community Development Initiative (TCDI)
Grant administered by DVRPC = \$100,000

Project Team

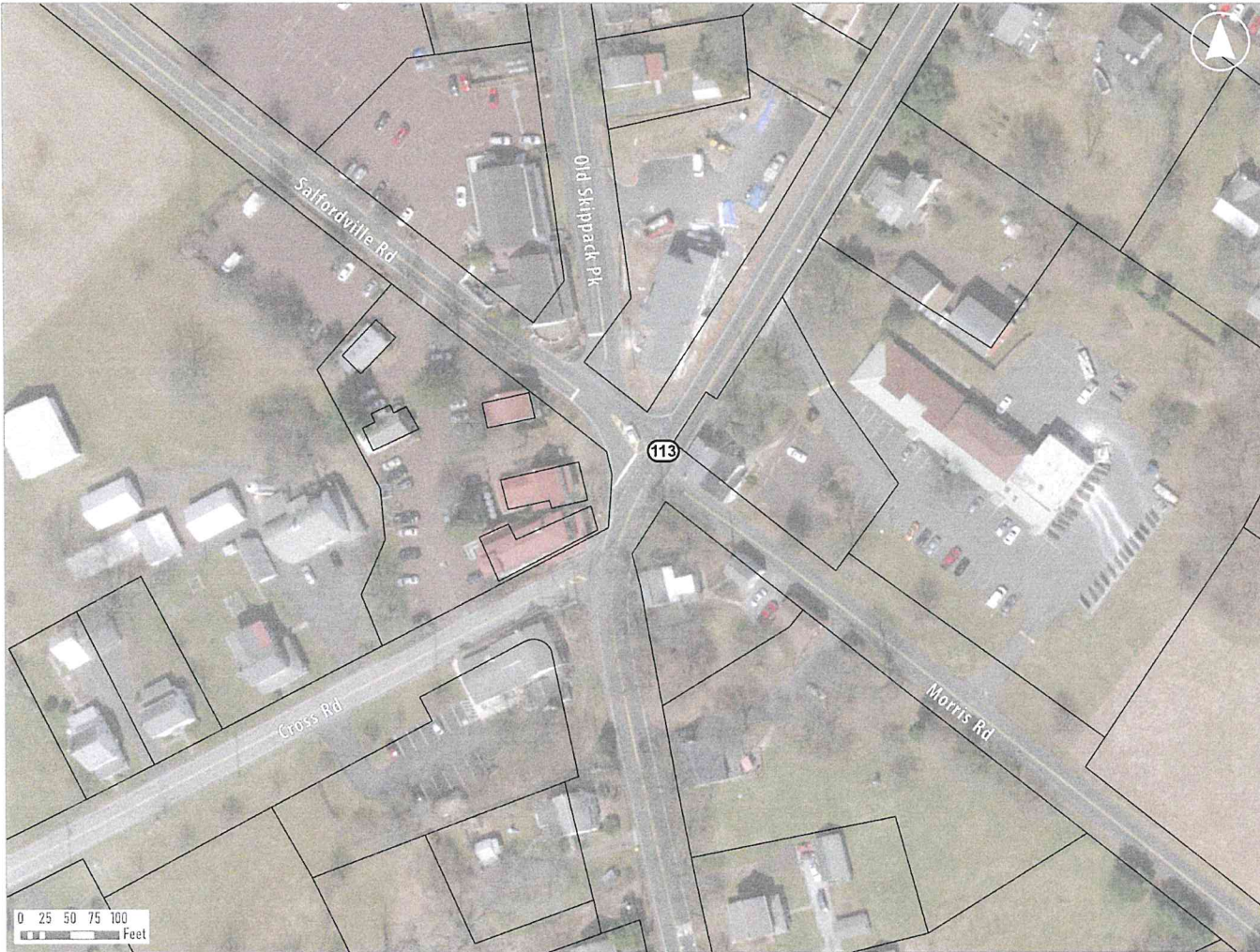
- Lower Salford Township (Grantee)
- Delaware Valley Regional Planning Commission (Oversight)
- McMahan, a Bowman company – Prime Consultant
- NTM – Environmental Consultant

STUDY AREA

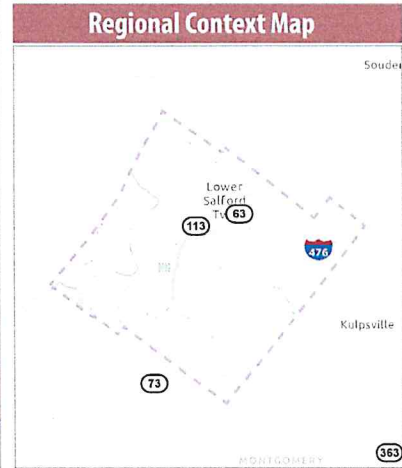


Existing Conditions: Village Core

DRAFT - 2/6/2023



- Montgomery County Parcels
- Streams
- County Parks
- Water Features

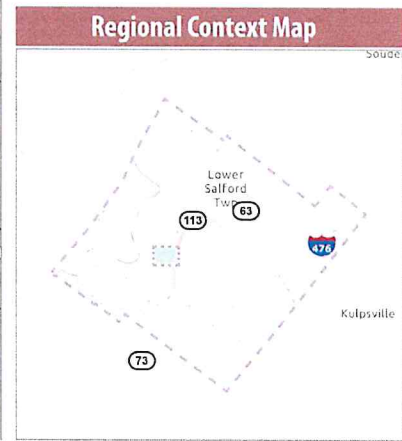


Existing Conditions: Village Gateways

DRAFT - 2/6/2023

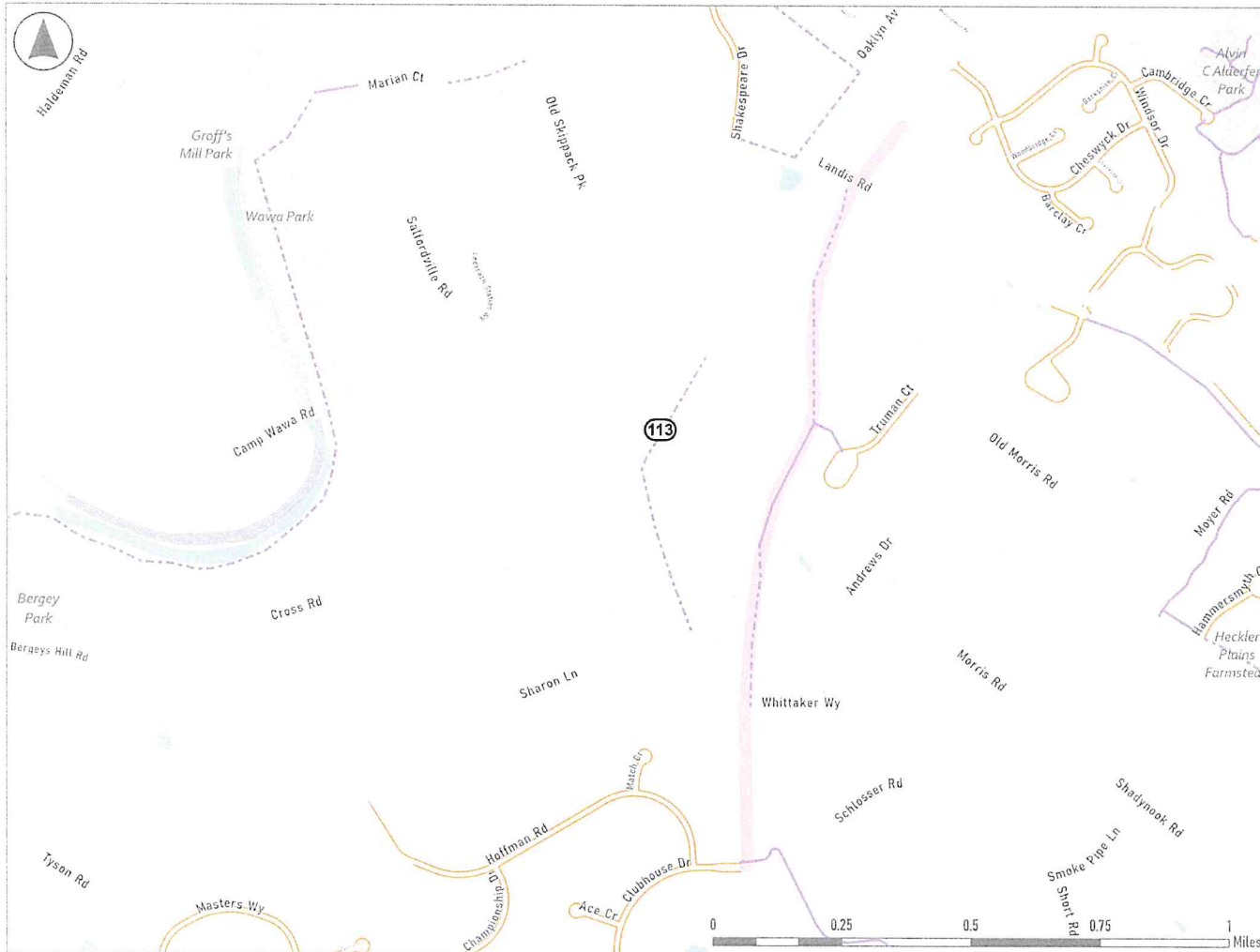


- Public Parks
- Water Features
- PA 113 Relocation

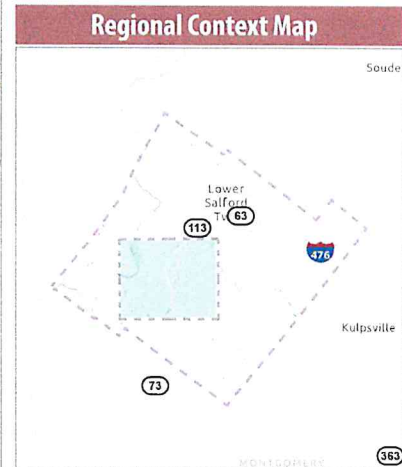


Existing Conditions: Edge

DRAFT - 2/6/2023



- Existing Sidewalk
- Existing Paths
- - - Future Path Considerations
- PA 113 Relocation
- Public Parks
- Water Feature



Activities to Date

- Background Data Analysis
- Environmental Constraints Summary
- Field Visit (April 11th)
- Traffic Counts/Analysis
- Stakeholder Interviews



Concerns

- Currently uncomfortable to walk/bike
- Lack of identity entering Village Core
- Less commercial activity with one-way option

Would Like

- Offroad (internal paths) with crossing enhancements
- Connections to existing parks/trails
- Gateway/wayfinding to enhance awareness

Next Steps

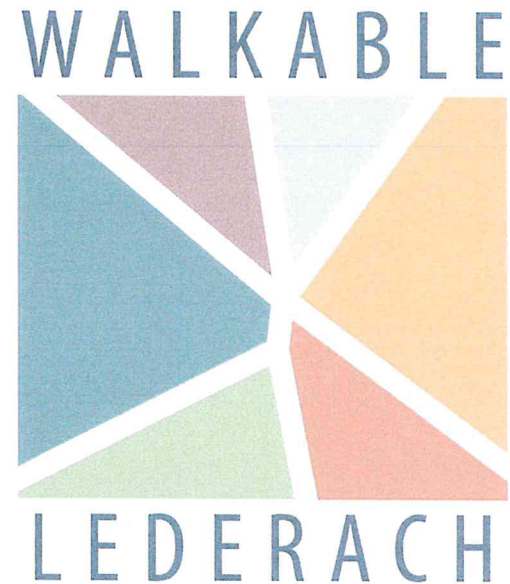
- Trail & Sidewalk Committee Meeting May 8, 2023
 - To review future alternatives and develop conceptual plans
- Public Workshop
 - *Thursday, June 15, 2023*
 - Open House 6:30-8:30 PM (presentation @ 7:00)
 - Lower Salford Municipal Building

COMMUNITY OPEN HOUSE

When: Thursday, June 15, 2023
6:30 - 8:30 PM (Open House)
Brief presentation at 7:00 PM

Where: Lower Salford Township Building
379 Main Street, Harleysville

What: Lower Salford Township is hosting a community open house to gather input how to make the Village of Lederach more walkable. Come share your ideas!



Visit lowersalfordtownship.org for more information

