

**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



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksenineers.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.

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 73 ~~25~~, 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@4hsoll.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

ORDINANCE NO. 2023-03

**ORDINANCE OF THE TOWNSHIP OF LOWER SALFORD
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT
BETWEEN THE TOWNSHIP AND
VERIZON PENNSYLVANIA LLC**

WHEREAS, the Franchisee is a “cable operator” and the Township is a “local franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Township is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Township pursuant to Title VI of the Communications Act;

WHEREAS, the Township granted to the Franchisee, effective as of September 6, 2006, a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Township for a term of twelve (12) years (the “Initial Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Township which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Township renew the Franchisee’s Franchise to provide Cable Service to residents of the Township;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Township undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the Township has examined the past performance of the Franchisee and has identified the Township’s future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Township and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Township; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with the Franchisee, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ENACTED AND ORDAINED this ____ day of _____, 2023.

ATTEST:

TOWNSHIP OF LOWER SALFORD

Joseph S. Czajkowski, Secretary

Keith A. Bergman, Chairman
Township Board of Supervisors

PUBLIC NOTICE

Notice is hereby given that on _____, _____, 2023 at ___ p.m. in the Lower Salford Township Municipal Building located at 379 Main Street, Harleysville, PA 19438, the Board of Supervisors of Lower Salford Township will hold a public meeting to consider enacting the following:

AN ORDINANCE OF LOWER SALFORD TOWNSHIP AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA LLC

A copy of the full text of the ordinance and agreement may be examined at the address set forth above, during normal business hours from ___ a.m. to ___ p.m., Monday through Friday.

Joseph S. Czajkowski
Township Manager
(215) 256-8087

Prepared By: Andrew R. Freimuth, Esquire
Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Phone: (610) 825-8400

Return To: Same as above

Parcel No. 50-00-00717-00-7

TRAIL EASEMENT AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2023, by and between **MONTGOMERY WOODS OWNER LLC**, a Delaware limited liability company having a registered address at 160 Clubhouse Drive, King of Prussia, Pennsylvania 19406 (the “**Grantor**”) and **LOWER SALFORD TOWNSHIP**, 379 Main Street, Harleysville, Pennsylvania 19438 (hereinafter referred to as “**Grantee**”).

BACKGROUND

A. Grantor is the legal owner of a certain parcel of land located on Montgomery Drive in Lower Salford Township, Montgomery County, Pennsylvania, which parcel is more particularly identified as Montgomery County Tax Parcel Number 50-00-00717-00-7 (the “**Grantor Property**”).

B. Grantee proposes to install and construct for public use an all-purpose, macadam, recreational trail connection (the “**Trail**”), to include but not be limited to, its use for travel by foot and bicycle across certain portions of Grantor's Property.

C. Grantee has, therefore, requested that Grantor grant Grantee permission to enter upon a portion of the Grantor Property, designated on the plan attached hereto as Exhibit “A” as “Prop. Variable Width Temporary Construction Easement and Permanent Trail Easement”, and more fully described in the legal description attached hereto as Exhibit “B” (the “**Easement Area**”), from time to time, in order to install, construct, use, repair, inspect, renew, remove, relocate, add to, operate, patrol and maintain the Trail.

D. The Recreational Use of Land and Water Act, of February 2, 1966 (1965), P.L. 1860, 68 P.S. §477 1 et seq., provides that the purpose of said act is to encourage owners of land to make land and water areas available to the public for recreational purposes by limiting their liability towards persons entering thereon for such purposes.

E. Grantor has agreed to the request of Grantee under the conditions set forth herein, and the Easement Area is being made available pursuant to the Recreational Use of Land and Water Act of February 2, 1966, P.L. (1965) 1860, 68 P.S. 477-1 et seq., subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **TEMPORARY CONSTRUCTION EASEMENT**

a. Grantor, on behalf of itself, its beneficiaries, personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the temporary right, right-of-way, privilege and easement on, over, under, across and through the Easement Area, necessary or convenient for temporary use and occupation by the Grantee, its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, of the said Easement Area in connection with the installation and construction of the Trail (the "**Temporary Construction Easement**"). Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (a) enter onto the Easement Area in order to install and construct the Trail; and (b) to perform excavation, grading or other work necessary in connection with the foregoing. The Temporary Construction Easement shall terminate upon completion of the construction of the Trail.

b. The Trail shall be located within the Easement Area as necessary to avoid trees, plantings, draining facilities and the like.

c. All work to be performed on and access to or through the Easement Area by Grantee pursuant to this Temporary Construction Easement shall be performed at reasonable times, upon reasonable advance notice (except in the case of emergency), and shall be completed as promptly as is reasonably possible.

d. Upon completion of any work related to the installation and construction of the Trail by Grantee or its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, the Grantee shall restore the portions of the Easement Area affected by such work to a condition substantially similar to that which existed immediately prior to the commencement of such work, subject to the installation and construction of the Trail.

2. **TRAIL EASEMENT.**

a. Grantor, on behalf of itself, its beneficiaries, personal representatives, successors and assigns, hereby further grants and conveys to Grantee, its agents, workers, employees, contractors, subcontractors, independent contractors and material suppliers, an irrevocable, permanent easement to enter upon the Easement Area from time to time to use, inspect, repair, renew, remove, relocate, add to, operate, patrol and maintain the Trail (the "**Trail Easement**") within the Easement Area. The Trail Easement shall be made available to the public as an all-purpose recreational trail to include, but not be limited to, its use for travel by foot and bicycle, provided, however, that motorized vehicles of all types shall be prohibited.

b. Grantee, at its sole cost and expense, shall be responsible for the initial construction and ongoing maintenance and repair of the Trail. Neither Grantor nor Grantee, however, shall have the obligation to clear the Trail of snow or ice.

c. Grantor shall have the right to occupy the Easement Area for any purpose and in any manner not injurious to the Trail or Trail uses or otherwise destructive of the rights granted herein.

d. Grantee shall have the obligation to limit the use of the Easement Area to bicycle and pedestrian uses only. Grantee shall have the right to trim, clean or remove shrubs, bushes, trees and tree branches on within the Easement Area as necessary to permit the safe passage of bicycles and pedestrians through the Easement Area.

e. Grantee agrees that this instrument is a grant of right-of way and easement for the purposes contained herein, and nothing contained herein shall be construed to grant Grantee fee title to the Easement Area, but titles shall be retained by Grantor, its successors and assigns.

f. Grantee may post signs in the Easement Area prohibiting the use of the Trail by motorized vehicles, and Grantee shall be responsible for enforcing such prohibition.

g. Grantee shall have the right, but not the obligation, to incorporate the Trail into a trail system.

h. Notwithstanding the foregoing prohibition on the use of the Trail and Easement Area by motorized vehicles, Grantee shall have the right to operate emergency and service vehicles within the Easement Area.

i. Grantee shall have the right, but not the obligation, to limit the use of the Trail and Easement Area by members of the public by such rules and regulations as Grantee may determine to be reasonably necessary, provided that said rules and regulations shall not violate the terms of this Agreement.

j. The Recreational Use of Land and Water Act, of February 2, 1966 (1965), P.L. 1860, 68 P.S. §477 1 *et seq.* (the "Act"), provides that the purpose of said act is to encourage owners of land to make land and water areas available to the public for recreational purposes by limiting their liability towards persons entering thereon for such purposes. The Trail Easement Area is made available pursuant to the Act.

3. **INSURANCE AND INDEMNIFICATION.**

a. Grantee shall maintain or cause to be maintained general commercial liability insurance insuring against claims arising out of loss of life, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of the Easement Area by the Grantee, its agents, contractors, employees, licensees, invitees, and by the public. All such general commercial liability insurance maintained by the Grantee shall name the Grantor, its successors and assigns, as an additional insured thereunder. The insurance policy shall be issued by a reputable insurance company or companies qualified to do business in

Pennsylvania, with single limit liability coverage of not less than Two Million Dollars (\$2,000,000.00). The insurance policy shall provide that such insurance may not be cancelled without first giving the Grantor, its successors and assigns, not less than thirty (30) days prior written notice of cancellation. The Grantee shall, upon request from the Grantor, its successors and assigns, furnish to the Grantor, its successors and assigns, certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Paragraph. The Grantee shall be permitted to purchase and maintain, in lieu of insurance, group self-insurance in accordance with the requirements of this Agreement with the Delaware Valley Insurance Trust or any other municipal self-insurer established and operating under the authority of the Pennsylvania Intergovernmental Cooperation Act – 53 PA. C.S.A. Section 481 et seq. and the Pennsylvania Political Subdivision Tort Claims Act – 42 Pa. C.S.A. Section 8541 et seq.

b. The Grantee agrees to indemnify, defend and hold harmless Grantor from and against any damage, liability, claim, settlement, cost and expense, award, judgment, damage, fine, fee, or other loss suffered by Grantor, arising out of: (1) any injury and/or loss and/or damage caused by the acts or omissions, or intentional misconduct of the Grantee or its agents, employees, contractors, subcontractors, assigns or successors-in-interest, in the construction and maintenance of the Trail and its performance of its responsibilities hereunder; or (2) any personal injury or death or property damage resulting from the use of the Easement Area after the date of this Agreement, including, without limitation, any use by the general public or by the Grantee or any of its agents, employees, licensees, contractors, subcontractors and invitees; provided however, that such injury or damage was not caused by the negligence, gross negligence or willful misconduct of Grantor.

c. Nothing in this Agreement limits the ability of the Grantee to avail itself of the protections offered by any applicable law affording immunity to the Grantee including, without limitation, the Pennsylvania Political Subdivision Tort Claims Act – 42 Pa. C.S.A. Section 8541 et seq. and the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 et seq. (as may be amended from time to time).

4. GENERAL PROVISIONS.

a. Except to the extent inconsistent with the rights granted to Grantee hereunder, and the other rights and obligations granted herein, Grantor, their beneficiaries, personal representatives, heirs, successors and assigns, shall have the right to use and enjoy all areas of the Grantor Property, including the Easement Area.

b. Grantor agrees for themselves, their contractors, employees and invitees, and their beneficiaries, personal representatives, successors and assigns that it will not do or fail to anything which would unreasonably interfere with Grantee's use of the Easement Area.

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

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

d. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

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

f. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective beneficiaries, personal representatives, heirs, successors and assigns. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, at the sole expense of Grantee. The covenants, restrictions and obligations of this Agreement shall be perpetual, and shall be deemed covenants running with the Grantor Property.

[Signature page to follow]

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

GRANTOR:

MONTGOMERY WOODS OWNER LLC

By: _____

GRANTEE:

LOWER SALFORD TOWNSHIP

By: _____

Keith A. Bergman, Chairman
Board of Supervisors

Attest: _____

Joseph S. Czajkowski, Township Manager/Secretary

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF _____ :

On this, the _____ day of _____, 2023, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be a _____ of Montgomery Woods Owner LLC, who acknowledged that he, being duly authorized to do so as such officer, executed the within instrument on behalf of the Association for the purposes therein contained.

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

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared **Keith A. Bergman**, who acknowledged himself to be the Chairman of the Board of Supervisors of Lower Salford Township, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as such officer.

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

Notary Public

My Commission Expires:

Plan
EXHIBIT "A"

Legal Description

EXHIBIT "B"

GENERAL NOTES

1. PREPARE, SUBMIT AND CONSTRUCTION MEETING THE REQUIREMENTS OF PUBLICATION FOR RECORD DRAWING AND THE STATE OF INDIANA.
2. PREPARE EXHIBITS AND SUBMIT TO THE STATE OF INDIANA FOR REVIEW AND APPROVAL. EXHIBITS SHALL BE SUBMITTED WITH THE DRAWING SET AND SHALL BE KEPT ON HAND THROUGHOUT CONSTRUCTION.
3. CONTRACTOR SHALL MAINTAIN A CLEARANCE OF 4'-0" CLEAR SPACE BEHIND THE CURB FACE WITHIN THE WIDTH OF THE CROSSWALK AND SHALL MAINTAIN THE PARALLEL WALKWAY LINE.
4. SIGN OFFERS WITH AN APPROVED SIGNING MATERIAL.
5. PREPARE AND SUBMIT TO THE STATE OF INDIANA FOR REVIEW AND APPROVAL. EXHIBITS SHALL BE SUBMITTED WITH THE DRAWING SET AND SHALL BE KEPT ON HAND THROUGHOUT CONSTRUCTION.
6. CONTRACTOR SHALL MAINTAIN A CLEARANCE OF 4'-0" CLEAR SPACE BEHIND THE CURB FACE WITHIN THE WIDTH OF THE CROSSWALK AND SHALL MAINTAIN THE PARALLEL WALKWAY LINE.
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20. CONTRACTOR SHALL MAINTAIN A CLEARANCE OF 4'-0" CLEAR SPACE BEHIND THE CURB FACE WITHIN THE WIDTH OF THE CROSSWALK AND SHALL MAINTAIN THE PARALLEL WALKWAY LINE.

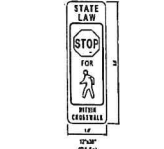
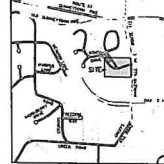
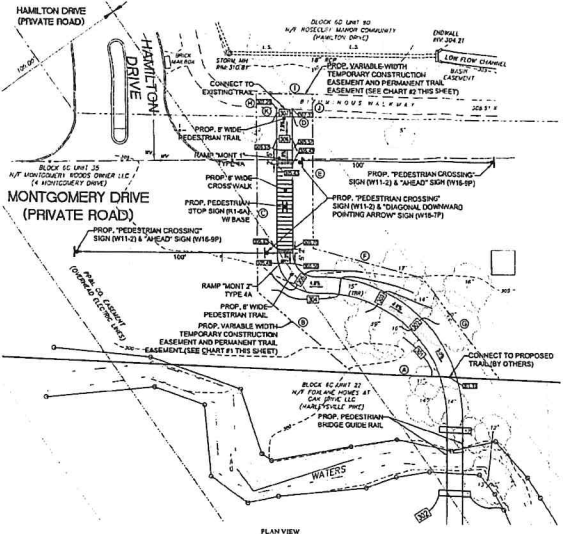
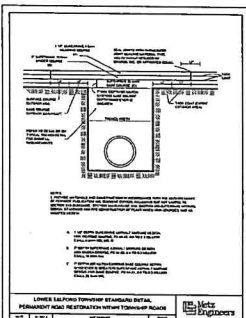
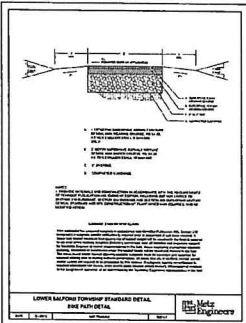
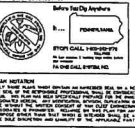
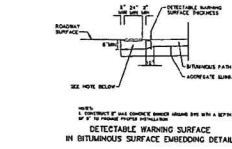
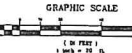
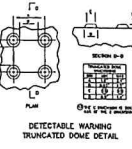


CHART #1 - BLOCK 6C UNIT 23
MONTGOMERY WOODS OWNER, LLC

CURB ELEVATION (DISTANCE)	AREA
81.25' (0.00)	75.00'
81.50' (0.25)	81.00'
81.75' (0.50)	87.00'
82.00' (0.75)	93.00'
82.25' (1.00)	99.00'
82.50' (1.25)	105.00'
82.75' (1.50)	111.00'
83.00' (1.75)	117.00'
83.25' (2.00)	123.00'
83.50' (2.25)	129.00'
83.75' (2.50)	135.00'
84.00' (2.75)	141.00'
84.25' (3.00)	147.00'
84.50' (3.25)	153.00'
84.75' (3.50)	159.00'
85.00' (3.75)	165.00'
85.25' (4.00)	171.00'
85.50' (4.25)	177.00'
85.75' (4.50)	183.00'
86.00' (4.75)	189.00'
86.25' (5.00)	195.00'
86.50' (5.25)	201.00'
86.75' (5.50)	207.00'
87.00' (5.75)	213.00'
87.25' (6.00)	219.00'
87.50' (6.25)	225.00'
87.75' (6.50)	231.00'
88.00' (6.75)	237.00'
88.25' (7.00)	243.00'
88.50' (7.25)	249.00'
88.75' (7.50)	255.00'
89.00' (7.75)	261.00'
89.25' (8.00)	267.00'
89.50' (8.25)	273.00'
89.75' (8.50)	279.00'
90.00' (8.75)	285.00'
90.25' (9.00)	291.00'
90.50' (9.25)	297.00'
90.75' (9.50)	303.00'
91.00' (9.75)	309.00'
91.25' (10.00)	315.00'
91.50' (10.25)	321.00'
91.75' (10.50)	327.00'
92.00' (10.75)	333.00'
92.25' (11.00)	339.00'
92.50' (11.25)	345.00'
92.75' (11.50)	351.00'
93.00' (11.75)	357.00'
93.25' (12.00)	363.00'
93.50' (12.25)	369.00'
93.75' (12.50)	375.00'
94.00' (12.75)	381.00'
94.25' (13.00)	387.00'
94.50' (13.25)	393.00'
94.75' (13.50)	399.00'
95.00' (13.75)	405.00'
95.25' (14.00)	411.00'
95.50' (14.25)	417.00'
95.75' (14.50)	423.00'
96.00' (14.75)	429.00'
96.25' (15.00)	435.00'
96.50' (15.25)	441.00'
96.75' (15.50)	447.00'
97.00' (15.75)	453.00'
97.25' (16.00)	459.00'
97.50' (16.25)	465.00'
97.75' (16.50)	471.00'
98.00' (16.75)	477.00'
98.25' (17.00)	483.00'
98.50' (17.25)	489.00'
98.75' (17.50)	495.00'
99.00' (17.75)	501.00'
99.25' (18.00)	507.00'
99.50' (18.25)	513.00'
99.75' (18.50)	519.00'
100.00' (18.75)	525.00'

CHART #2 - BLOCK 6C UNIT 23
MONTGOMERY WOODS OWNER, LLC

CURB ELEVATION (DISTANCE)	AREA
81.25' (0.00)	75.00'
81.50' (0.25)	81.00'
81.75' (0.50)	87.00'
82.00' (0.75)	93.00'
82.25' (1.00)	99.00'
82.50' (1.25)	105.00'
82.75' (1.50)	111.00'
83.00' (1.75)	117.00'
83.25' (2.00)	123.00'
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84.00' (2.75)	141.00'
84.25' (3.00)	147.00'
84.50' (3.25)	153.00'
84.75' (3.50)	159.00'
85.00' (3.75)	165.00'
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85.50' (4.25)	177.00'
85.75' (4.50)	183.00'
86.00' (4.75)	189.00'
86.25' (5.00)	195.00'
86.50' (5.25)	201.00'
86.75' (5.50)	207.00'
87.00' (5.75)	213.00'
87.25' (6.00)	219.00'
87.50' (6.25)	225.00'
87.75' (6.50)	231.00'
88.00' (6.75)	237.00'
88.25' (7.00)	243.00'
88.50' (7.25)	249.00'
88.75' (7.50)	255.00'
89.00' (7.75)	261.00'
89.25' (8.00)	267.00'
89.50' (8.25)	273.00'
89.75' (8.50)	279.00'
90.00' (8.75)	285.00'
90.25' (9.00)	291.00'
90.50' (9.25)	297.00'
90.75' (9.50)	303.00'
91.00' (9.75)	309.00'
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91.50' (10.25)	321.00'
91.75' (10.50)	327.00'
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92.25' (11.00)	339.00'
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98.50' (17.25)	489.00'
98.75' (17.50)	495.00'
99.00' (17.75)	501.00'
99.25' (18.00)	507.00'
99.50' (18.25)	513.00'
99.75' (18.50)	519.00'
100.00' (18.75)	525.00'



DATE	BY
DATE: JULY 28, 2021 <td>DESIGNED BY: K.E.J. </td>	DESIGNED BY: K.E.J.
SCALE: 1" = 20' <td>DRAWN BY: K.E.J. </td>	DRAWN BY: K.E.J.
PER TOWNSHIP CHARTER (8/27/21) <td>CHECKED BY: K.E.J. </td>	CHECKED BY: K.E.J.
REVISIONS <td>AUTH: DATE: JOB NO. W-0148 </td>	AUTH: DATE: JOB NO. W-0148

Van Cleef
ENGINEERING ASSOCIATES

1500 N. W. 10th St., Suite 100
Tomball, TX 77375
Tel: 281-351-1111
Fax: 281-351-1112
www.vancleef.com

FOR OAK DRIVE TRACT
PARCEL 150-00-0078-000
PLATS IN
LOWER BALFOUR TOWNSHIP
MONTGOMERY COUNTY, INDIANA

BY: SAMUEL D. COSTANZO, PA PE NO. 041507-R

Metes & Bounds Description
Variable Width Permanent Trail Easement (Block 6C Unit 35)
Highpointe at Salford
Lower Salford Township, Montgomery County, Pennsylvania

ALL THAT CERTAIN tract or piece of land situated in Lower Salford Township, Montgomery County, Pennsylvania, shown as a "Prop. Variable Width Temporary Construction Easement and Permanent Trail Easement" on a plan entitled "Highpointe at Salford Off-Site Trail Exhibit", prepared by Van Cleef Engineering Associates, dated July 26, 2021, last revised October 27, 2021, and being more particularly described as follows:

BEGINNING at a point, said point being along the common dividing line of lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35) and lands now or formerly of Foxlane Homes at Oak Drive LLC (Block 6C Unit 22) located from the corner along the northwesterly ultimate right of way of Harleysville Pike (SR 0113) at the corner of lands now or formerly of Foxlane Homes at Oak Drive LLC (Block 6C Unit 22), North 52°51'07" West, a distance of 43.99 feet;

thence (1) from said point of beginning, along the common dividing line of lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35) and lands now or formerly of Foxlane Homes at Oak Drive LLC (Block 6C Unit 22), North 52°51'07" West, a distance of 73.66 feet to a point;

thence (2) through lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35), North 15°07'32" West, a distance of 61.49 feet to a point;

thence (3) continuing through lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35), crossing through the bed of Montgomery Drive (Private Road), North 34°50'45" East, a distance of 85.85 feet to a point in line of lands now or formerly of Rosecliff Manor Community (Block 6D Unit 90);

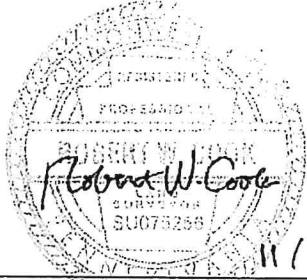
thence (4) along the common dividing line of lands now or formerly of Rosecliff Manor Community (Block 6D Unit 90) and lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35), South 54°28'41" East, a distance of 28.00 feet to a point;

thence (5) through lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35), crossing through the bed of Montgomery Drive (Private Road), South 35°00'00" West, a distance of 64.11 feet to a point;

thence (6) continuing through lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35), South 40°36'58" East, a distance of 55.74 feet to a point;

thence (7) still continuing through lands now or formerly of Montgomery Woods Owner LLC (Block 6C Unit 35), South 03°04'33" East, a distance of 63.29 feet to the first mentioned point and place of beginning.

Containing a calculated area of 6,436 sq. ft. or 0.148 acres.



11/17/21

Robert W. Cook, P.A. Professional Land Surveyor No. SU075256
Van Cleef Engineering Associates
November 16, 2021
Variable Width Pennant Trail Easement (Block 6C Unit 35).docx

June 7, 2023
Ayuda



SKIPPACK TOWNSHIP

4089 Heckler Road | P.O. Box 164
Skippack, PA 19474
Phone: 610-454-0909 | Fax: 610-454-1885
www.skippacktownship.org

Board of Supervisors
Franco D'Angelo - *Chairman*
Paul Fox - *Vice Chair*
Nicholas Fountain
Barbara McGinnis
Benjamin Webb

May 24, 2023

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

Dear Joseph,

On behalf of the Skippack Township Board of Supervisors please accept this correspondence as a formal request for assistance from the Harleysville Community Fire Company Fire Police Unit on a mutual aid basis to the Skippack Fire Company Fire Police Unit for the Skippack July 4th Parade.

The meeting location for the July 4th Parade will be the firehouse on Bridge Road at 10:15 a.m.

Kindly have your Fire Police Captain contact Fire Police Captain Andrew Parkins at 484-368-2769 or andrewparkins@verizon.net to RSVP and for specific details and assignments related to this request.

Should you have any questions concerning this matter, please do not hesitate to contact me directly.

Sincerely,

Alice Eastmure
Township Manager

CC: Haydn Marriott, Fire Chief



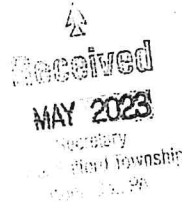


Upper Salford Township

Supervisors

Theodore F. Poatsy Jr.
Kevin C. O'Donnell
Richard E. Sacks

May 10, 2023



Lower Salford Township
379 Main Street
Harleysville, PA 19438

township@lowersalfordtownship.org

Dear Board of Supervisors:

The Upper Salford Volunteer Fire Company Fire Police will be providing traffic control at the Upper Salford Park on Saturday, August 5, 2023 from 11:00 a.m. to 6:00 pm. at the East Penn Modifiers Club Car Show. It is anticipated that this will be a large event. We are asking for your consideration to permit the Harleysville Fire Police to assist the Upper Salford Fire Police with traffic control at the car show.

A separate letter will be sent to the Fire Police Captain with additional detail and contact information.

We appreciate your consideration for this request.

Thank you.

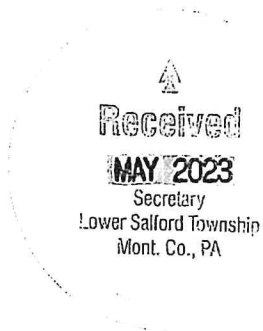
Sincerely,

Amy Shafer
Secretary/Treasurer
Upper Salford Township



Upper Salford Township

Supervisors
Theodore F. Poatsy Jr.
Kevin C. O'Donnell
Richard E. Sacks



May 10, 2023

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Dear Board of Supervisors:

On May 9, 2023 the Upper Salford Township Board of Supervisors authorized the Special Fire Police Unit of Upper Salford Volunteer Fire Company to request the assistance your Fire Police Unit to assist with traffic and crowd control on Saturday, October 7, 2023, during the "Big Bad Bon Fire" at Spring Mount Ski Area and Salford Station Road Parking Lot.

We respectfully request your approval for your Fire Police to assist the Upper Salford Fire Police at this event.

A separate letter has been sent to the Fire Police Captain with the event details.

Thank you.

Sincerely,

Lori F. Smith
Assistant Secretary

**RESOLUTION No. 2023-21
OF THE TOWNSHIP OF LOWER SALFORD,
MONTGOMERY COUNTY, PENNSYLVANIA**

A RESOLUTION AUTHORIZING THE CONVERSION OF ALL OR A PORTION OF THE GENERAL OBLIGATION NOTES, 2002 B SERIES (COLLECTIVELY, THE “PARTICIPANT NOTE”) ISSUED BY THE TOWNSHIP OF LOWER SALFORD (THE “PARTICIPANT”) TO A LOAN FIXED RATE AND THE REPEAL OF ANY INCONSISTENT RESOLUTIONS.

WITNESSETH:

WHEREAS, the Participant issued the General Obligation Notes, 2002 B Series (collectively, the “Participant Note”) to the Delaware Valley Regional Finance Authority (“DelVal”); and

WHEREAS, the Loan Fixed Rate terminates on June 25, 2023; and

WHEREAS, converting to a new Loan Fixed Rate would hedge against increases of interest rates in the future.

NOW, THEREFORE, BE IT ADOPTED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF LOWER SALFORD, MONTGOMERY COUNTY, PENNSYLVANIA, AND IT IS HEREBY RESOLVED AND ADOPTED BY THE AUTHORITY OF SAID BOARD OF SUPERVISORS THAT:

SECTION 1. AUTHORIZATION TO EXECUTE THE CONVERSION DOCUMENTS

The Board of Supervisors hereby authorizes and directs (i) the conversion of all or a portion of the Participant Note to a new Loan Fixed Rate. The Board of Supervisors hereby approves the forms of the documents required to convert all or a portion of the Participant Note to a Loan Fixed Rate (collectively, the “Conversion Documents”), attached hereto. The Chairman or Vice Chairman and the Secretary (the “Authorized Officers”) are hereby authorized to execute and deliver the Conversion Documents, but with such alterations, deletions and additions as they may

approve (such approval to be conclusively established by the execution of the Conversion Documents by the Authorized Officers).

SECTION 2. CONFLICTING RESOLUTIONS

All resolutions or parts of resolutions not in accord with this Resolution are hereby repealed insofar as they conflict herewith.

IN WITNESS WHEREOF, we, the undersigned Authorized Officers, have hereunto set our signatures and affixed hereto the Seal of the TOWNSHIP OF LOWER SALFORD, Montgomery County, Pennsylvania.

Dated: June 7, 2023

KEITH BERGMAN
Chairman, Board of Supervisors

[Seal]

ATTEST:

JOSEPH CZAJKOWSKI
Secretary

**TOWNSHIP OF LOWER SALFORD
MONTGOMERY COUNTY, PENNSYLVANIA
GENERAL OBLIGATION NOTES, 2002 B SERIES**

FIXED RATE CONVERSION REQUEST

Pursuant to Section 4.01 of the Loan Agreement, the TOWNSHIP OF LOWER SALFORD, Montgomery County, Pennsylvania (the “Participant”), hereby requests the DELAWARE VALLEY REGIONAL FINANCE AUTHORITY (“DelVal”) to convert the principal amounts of the General Obligation Notes, 2002 B Series (collectively, the “Participant Note”), as set forth on the schedule attached hereto, to a new Loan Fixed Rate.

The Participant acknowledges, pursuant to Section 6.01 of the Loan Agreement, that the Participant may prepay all or a portion of the Participant Note that is subject to the Loan Fixed Rate or may terminate the Loan Fixed Rate by giving at least thirty days of written notice to DelVal. THE PARTICIPANT SHALL PAY THE COSTS, IF ANY, INCURRED BY DELVAL TO TERMINATE THE INTEREST RATE SWAP TRANSACTION EXECUTED BY DELVAL TO PROVIDE THE LOAN FIXED RATE TO THE PARTICIPANT.

IN WITNESS WHEREOF, we, the undersigned Authorized Officers, have hereunto set our signatures and affixed hereto the Seal of the TOWNSHIP OF LOWER SALFORD, Montgomery County, Pennsylvania.

Dated: June 7, 2023

KEITH BERGMAN
Chairman, Board of Supervisors

[Seal]

ATTEST:

JOSEPH CZAJKOWSKI
Secretary

**GENERAL OBLIGATION NOTES, 2002 B SERIES
PRINCIPAL TO BE CONVERTED TO A LOAN FIXED RATE**

<i>Maturity Date</i>	<i>Principal Amount</i>
25-Jun-24	\$ 233,000.00
25-Jun-25	240,000.00
25-Jun-26	247,000.00
25-Jun-27	<u>255,000.00</u>
Total	<u>\$ 975,000.00</u>

**TOWNSHIP OF LOWER SALFORD
MONTGOMERY COUNTY, PENNSYLVANIA
GENERAL OBLIGATION NOTES, 2002 B SERIES**

NOTICE OF FIXED RATE CONVERSION

Pursuant to Section 4.01 of the Loan Agreement, the DELAWARE VALLEY REGIONAL FINANCE AUTHORITY (“DelVal”) hereby submits the Loan Fixed Rate that would apply to the Fixed Rate Conversion Request (the “Request”) submitted by the TOWNSHIP OF LOWER SALFORD, Montgomery County, Pennsylvania (the “Participant”), for its General Obligation Notes, 2002 B Series (collectively, the “Participant Note”). Pursuant to the Request, the terms of the Loan Fixed Rate are set forth on the schedule attached hereto.

The Participant acknowledges, pursuant to Section 6.01 of the Loan Agreement, that the Participant may prepay all or a portion of the Participant Note that is subject to the Loan Fixed Rate or may terminate the Loan Fixed Rate by giving at least thirty days of written notice to DelVal. THE PARTICIPANT SHALL PAY THE COSTS, IF ANY, INCURRED BY DELVAL TO TERMINATE THE INTEREST RATE SWAP TRANSACTION EXECUTED BY DELVAL TO PROVIDE THE LOAN FIXED RATE TO THE PARTICIPANT.

IN WITNESS WHEREOF, the undersigned authorized officer of the Program Administrator of the DELAWARE VALLEY REGIONAL FINANCE AUTHORITY hereby accepts the terms of the Notice of Fixed Rate Conversion.

Dated: June 7, 2023

LUCIEN B. CALHOUN
President, Calhoun Baker Inc.
Program Administrator

IN WITNESS WHEREOF, we, the undersigned Authorized Officers, have hereunto set our signatures and affixed hereto the Seal of the TOWNSHIP OF LOWER SALFORD, Montgomery County, Pennsylvania.

Dated: June 7, 2023

KEITH BERGMAN
Chairman, Board of Supervisors

[Seal]

ATTEST:

JOSEPH CZAJKOWSKI
Secretary

**GENERAL OBLIGATION NOTES, 2002 B SERIES
LOAN FIXED RATE CONVERSION
ESTIMATED DEBT SERVICE PAYMENTS**