



## ***Lower Salford Township Board of Supervisors***

379 MAIN STREET  
HARLEYSVILLE, PA 19438

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

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**TO:** *Board of Supervisors*  
**FROM:** *Douglas R. Jones, Director of Public Works*  
**DATE:** *February 28, 2024*  
**SUBJECT:** *Sale of Used Vehicle and Equipment*  
**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. A recommendation for the award of these sales will be provided for the April 3, 2024 Board of Supervisors meeting.

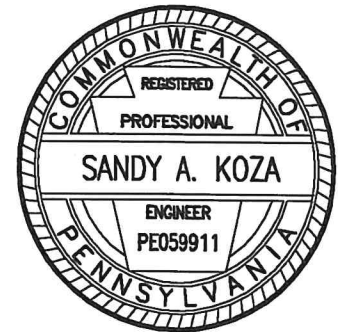
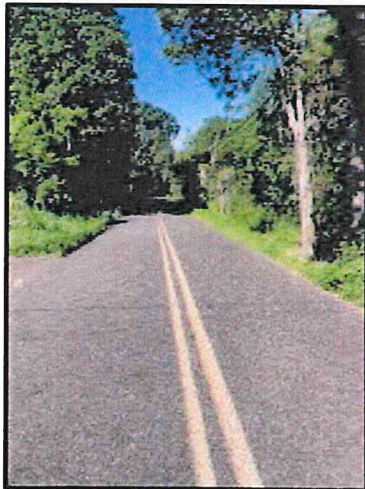
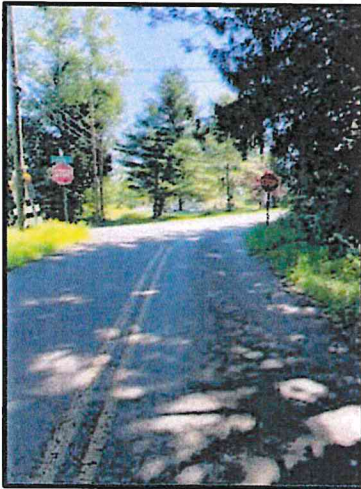
- 1980s Mauldin Asphalt Paver – Unsure of exact model year.
- 2005 Ford F-250 Pickup Truck

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

# Camp Wawa Road (T-362)

## Truck Restriction Study

Lower Salford Township,  
Montgomery County, PA



*Sandy A. Koza*


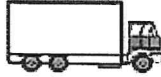
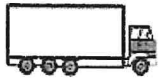
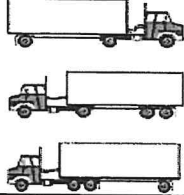
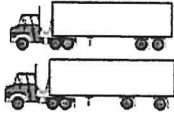

Sandy A. Koza, P.E., PTOE  
PA PE License Number PE059911

Prepared by  
**Bowman (formerly McMahon Associates, Inc.)**  
425 Commerce Drive, Suite 200  
Fort Washington, PA 19034  
215.283.944

Prepared for  
Lower Salford Township

February 29, 2024


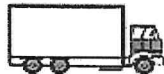
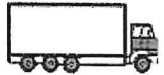
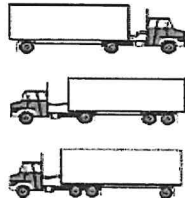
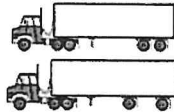



**Table 2 – 2022 Truck Classification Summary**

Class	Truck Classification <sup>(1)</sup>		All Days, Both Roadway Segments <sup>(2)</sup>			Average Daily Truck Traffic		
			EB	WB	Total	EB	WB	Total
5	Two-Axle, Six-Tire Single Unit		67	58	125	10	8	18
6	Three-Axle Single-Unit		7	34	41	1	5	6
7	Four or More Axle Single-Unit		2	1	3	0	0	0
8	Four or Less Axle Single Trailer		8	7	15	1	1	2
9	Five-Axle Single Trailer		1	0	1	0	0	0
13	Seven or More Axles, Multi-Trailer		1	0	1	0	0	0
<b>All Heavy Vehicles</b>			<b>86</b>	<b>100</b>	<b>186</b>	<b>12</b>	<b>14</b>	<b>26</b>

(1) Based on Federal Highway Administration vehicle classification.

(2) All data from January 24, 2022, to January 31, 2022, which equates to approximately seven days.

**Table 3 – 2023 Truck Classification Summary**

Class	Truck Classification <sup>(1)</sup>		All Days, Both Roadway Segments <sup>(2)</sup>			Average Daily Truck Traffic		
			EB	WB	Total	EB	WB	Total
5	Two-Axle, Six-Tire Single Unit		312	320	632	42	43	84
6	Three-Axle Single-Unit		5	9	14	1	1	2
7	Four or More Axle Single-Unit		0	0	0	0	0	0
8	Four or Less Axle Single Trailer		71	91	162	9	12	22
9	Five-Axle Single Trailer		55	57	112	7	8	15
10	Six or More Axle Single Trailer		1	2	3	0	0	0
12	Multi-Trailer Six-Axle		1	0	1	0	0	0
13	Seven or More Axles, Multi-Trailer		0	4	4	0	1	1
<b>All Heavy Vehicles</b>			<b>445</b>	<b>483</b>	<b>928</b>	<b>59</b>	<b>64</b>	<b>124</b>

(1) Based on Federal Highway Administration vehicle classification.

(2) All data from November 28, 2023,, to December 6, 2023, which equates to approximately 7.5 days.



## Conclusions and Recommendations

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Based upon the following criteria, there are potential insufficiencies that could be associated with trucks traveling along Camp Wawa Road:

- The pavement depth/composition are not sufficient to support the increased weight associated with truck traffic, especially along the edge of the travel lanes where the depth of the pavement is significantly reduced compared to the depth closer to the center travel lanes.
- The horizontal curve located to the west of the bridge structure cannot support two trucks travelling in opposing directions of travel without one of the trucks travelling off the edge of the road, and if only a single truck is traveling along the curve, it would need to enter the opposing travel lane to avoid traveling off the edge of the roadway by 1 to 2 feet. Sight distance is also an issue at this curve, as there is a convex mirror installed to enhance the sight distance for westbound traffic.
- A 30-foot long single-unit truck has issues making right-in and right-out movements at the intersection of Camp Wawa Road with Salfordville Road (S.R. 1017), as the vehicles may need to travel along or off the edge of the roadway and potentially enter the opposing travel lanes. As there is a sight distance restriction for vehicles looking to the right, entering the opposing travel lane could be hazardous for the left-turn egress from Camp Wawa Road.
- A 30-foot single-unit truck has issues making the right-turn from Camp Wawa Road to Haldeman Road (S.R. 1022) as it needs to enter the opposing travel lane.

While the geometrics of the roadway do indicate some issues with the maneuverability of truck traffic, the vehicle classification data from December 2023 indicates that 68% or 84 out of 124 vehicles classified as trucks are small single-unit trucks such as UPS or Fed-Ex box trucks that are smaller than the 30-foot long single-unit truck noted above. The December 2023 counts indicated that 32%, or 40 out of 124 vehicles, on a typical day would be impacted by the roadway geometrics.

Based on the low volume of large truck traffic, it is McMahon's opinion that restricting truck traffic would not be necessary unless PennDOT were to remove the truck restrictions in place along Harleysville Pike (SR 0113) that currently restrict truck traffic from accessing Salfordville Road (S.R. 1017) leading them to Camp Wawa Road.

The following items have since been implemented or should be implemented as noted below and/or coordinated with PennDOT if a state highway is involved:

- Install 25 mph advisory speed plaques (W13-1P) for both approaches of the curve that is located on the west side of the bridge. This will require replacement of the 15-mph speed plaque that is currently installed for traffic traveling eastbound, which was most likely based upon the prior single-lane approaches to the bridge.

- Fix the Turn sign (W1-1) provided in the eastbound direction of travel prior to the bridge, which is currently upside down. *This sign has since been fixed.*
- Replace the convex mirror that is provided for the westbound direction of travel upon exiting the bridge structure, since the image quality has deteriorated. *The mirror has been removed as it is no longer required with the bridge widening.*
- Install a Side Road (W2-3) sign with a distance plaque (W16-2P) along Salfordville Road (S.R. 1017) approximately 400 feet in advance of Camp Wawa Road in the westbound direction of travel to warn vehicles of the intersection that vehicles may be stopped to make left-turn movements into or out of Camp Wawa Road. *The W2-3 sign is in place, but the distance plaque is not provided.*
- Trim and/or remove the vegetation within the southeastern quadrant at the intersection of Salfordville Road (S.R. 1017) and Camp Wawa Road that restricts the sight distance. *The vegetation has been trimmed and will continue to be maintained by the Township.*
- Install a Side Road (W2-3) sign with a distance plaque (W16-2P) along Haldeman Road (S.R. 1022) approximately 350 feet in advance of Camp Wawa Road in the eastbound direction of travel to warn vehicles of the intersection that vehicles that may be stopped to make left-turn movements into or out of Camp Wawa Road. *This signage has not been installed and will require coordination with PennDOT.*
- Trim and/or remove the vegetation within the northwestern quadrant at the intersection of Haldeman Road (S.R. 1022) and Camp Wawa Road that restricts the sight distance. *The vegetation has been trimmed and will continue to be maintained by the Township.*

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2024-02**

**“Sign Ordinance Amendment”**

**AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, CHAPTER 164 (ZONING), ARTICLE XVII (SIGNS), SECTIONS 164-105.1 (DEFINITIONS; SIGN TYPES), 164-106 (PERMITTED SIGNS), 164-109 (GENERAL REGULATIONS), 164-111 (TEMPORARY SIGNS) AND 164-113 (PERMIT REQUIRED FOR CERTAIN SIGNS) TO DELETE CERTAIN DEFINED TERMS AND ADD NEW DEFINED TERMS IN AN EFFORT TO PROVIDE FOR THE CONTENT-NEUTRAL TREATMENT OF NON-PERMANENT AND PERSONAL EXPRESSION SIGNS AND TO ALSO EXPAND REGULATIONS FOR PROHIBITED SIGNS, EXEMPT SIGNS AND SIGN PERMIT REQUIREMENTS.**

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**WHEREAS**, Lower Salford Township regulates signs within the Township in accordance with Chapter 164 (Zoning), Article XVII (Signs) of the Codified Ordinances of Lower Salford Township; and

**WHEREAS**, the Board of Supervisors desires to amend Chapter 164 (Zoning), Article XVII (Signs) in an effort to provide for the content-neutral treatment of all non-permanent and personal expression signs in the Township boundaries.

**WHEREAS**, the Board of Supervisors desires to amend Chapter 164 (Zoning), Article XVII (Signs) to also expand regulations for prohibited signs, exempt signs and sign permit requirements.

**NOW, THEREFORE**, it is hereby **ENACTED** and **ORDAINED** by the Board of Supervisors of Lower Salford Township as follows:

**SECTION I. - Amendment to the Code.**

The Codified Ordinances of Lower Salford Township, Chapter 164 (Zoning), Article XVII (Signs), Section 164-105.1 (Definitions; Sign Types), Subsection B. is hereby amended as follows:

- (1) To repeal and replace the following definitions:

**ON-PREMISES SIGN:** A sign whose message and design relate to an individual business, profession, product, service, event, point of view, or other commercial or non-commercial activity sold, offered, or conducted on the same property where the sign is located.

**TEMPORARY SIGN:** A type of non-permanent, sign that is located on private property that can be displayed for no more than 30 consecutive days at one time. Temporary signs do not require a permit. A temporary sign is separate and distinct from a limited-duration sign.

- (2) To remove the following terms and definitions thereof:

**POLITICAL SIGN**

**PORTABLE (MOVEABLE) SIGN**

- (3) To add the following definitions:

**LIMITED DURATION SIGN:** A non-permanent sign that is displayed on private property for more than 30 days, but not intended to be displayed for an indefinite period. Limited duration signs require a sign permit, which is valid for up to one year, and can be renewed annually. A limited duration sign is separate and distinct from a temporary sign.

**PERSONAL EXPRESSION SIGN:** An on-premises sign that expresses an opinion, interest, position, or other non-commercial message.

**WALL SIGN:** A building-mounted sign which is either attached to, displayed on, or painted on an exterior wall in a manner parallel with the wall surface. A sign installed on a false or mansard roof is also considered a wall sign.



**SECTION II. – Amendment to the Code.**

The Codified Ordinances of Lower Salford Township, Chapter 164 (Zoning), Article XVII (Signs), Section 164-106 (Permitted Signs) is hereby amended to repeal Subsections G and I, both pertaining to temporary signs, in their entirety.

**SECTION III. – Amendment to the Code.**

The Codified Ordinances of Lower Salford Township, Chapter 164 (Zoning), Article XVII (Signs), Section 164-109 (General Regulations) is hereby amended as follows:

- (1) To add the following prohibited signs to Subsection M:
  - (14) Abandoned signs.
  - (15) Signs that exhibit statements, words, or pictures of obscene or pornographic subjects as determined by the Lower Salford Township Board of Supervisors.
  - (16) Any sign that promotes illegal activity.
  
- (2) To add the following Subsections O, P, Q, and R to provide new language for such subsections as follows:
  - O. Limited Duration Signs.
    - (1) A permit is required for each Limited Duration Sign. The permit is effective for one (1) year and may be renewed annually.
    - (2) Limited Duration Signs shall not be included in the determination of the type, number, or area of signs allowed on a property.
    - (3) Illumination of any Limited Duration Sign is prohibited.
    - (4) Lower Salford Township may confiscate signs installed in violation of this Section. Lower Salford Township is not responsible for notifying sign owners of confiscation of an illegal sign.
    - (5) One (1) Limited Duration Sign is permitted on a property. If a property is greater than five (5) acres in size and has at least 400 feet of street frontage, one (1) additional Limited Duration Sign may be permitted so long as there is a minimum spacing of 200 feet between the two (2) Limited Duration Signs.

- (6) Each Limited Duration Sign shall have a maximum area of 32 square feet.
- (7) Each Limited Duration Sign shall have a maximum height of eight (8) feet.
- (8) Type:
  - a) Freestanding sign
  - b) Window sign
  - c) Wall sign
  - d) Banner

P. Temporary Signs.

- (1) Temporary Signs are exempt from standard permit requirements.
- (2) Temporary Signs may be displayed up to a maximum of 30 consecutive days, three (3) times per year, with the date of display written on the face of the sign.
- (3) Temporary Signs shall not be included in the determination of the type, number, or area of signs allowed on a property.
- (4) Illumination of any Temporary Sign is prohibited.
- (5) Lower Salford Township may confiscate signs installed in violation of this Section. Lower Salford Township is not responsible for notifying sign owners of confiscation of an illegal sign.
- (6) One (1) or more Temporary Signs are permitted on a property so long as the total of all signs do not exceed 24 square feet.
- (7) If a property is greater than five (5) acres in size and has at least 400 feet of street frontage, one (1) or more additional Temporary Signs may be permitted so long as the total of all additional signs do not exceed 24 square feet.
- (8) Each Temporary Sign shall have a maximum height of eight (8) feet.
- (9) Type:
  - a) Freestanding sign
  - b) Window sign
  - c) Wall sign

d) Banner sign

Q. Personal Expression Signs of any sign type, including flags, are exempt from permit requirements provided that they do not exceed three (3) square feet in area, and are not illuminated.

R. Signs Exempt from Permit Requirements:

- (1) Holiday and seasonal decorations.
- (2) Personal expression signs of any sign type, including flags, provided that they do not exceed three (3) sq. ft. in area per side, are non-commercial in nature, and not illuminated.
- (3) Signs or emblems of a religious, civil, philanthropic, historical or educational organization that do not to exceed four (4) sq. ft. in area.
- (4) Incidental signs, including incidental window signs.
- (5) Directional signs, provided they do not contain any commercial messaging.
  - a) *Area.* No single directional sign shall exceed four (4) sq. ft. in area.
  - b) *Height.* Directional signs shall have a maximum height of five (5) ft.
  - c) *Illumination.* Directional signs shall be non-illuminated.
- (6) Temporary signs in accordance with the Temporary Signs regulations in this Chapter.

**SECTION IV. – Amendment to the Code.**

The Codified Ordinances of Lower Salford Township, Chapter 164 (Zoning), Article XVII (Signs) is hereby amended to repeal Section 164-111 (Temporary Signs), in its entirety.

**SECTION V. – Amendment to the Code.**

The Codified Ordinances of Lower Salford Township, Chapter 164 (Zoning), Article XVII (Signs), Section 164-113 (Permit Required for Certain Signs) is hereby amended as follows:

To amend Subsection A to read:

A. A permit shall be obtained from the office of the Zoning Officer as required in this Article, and for each of the following types of signs:

(1) All business, commercial and industrial signs

(2) All development signs

**SECTION VI. – Severability.**

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

**SECTION VII. – Failure to Enforce Not a Waiver.**

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

**SECTION VIII. – Effective Date.**

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

**SECTION IX. – Repealer.**

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



**ORDAINED** and **ENACTED** by the Board of Supervisors of Lower Salford Township,  
Montgomery County, Pennsylvania, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**LOWER SALFORD TOWNSHIP**

**By:** \_\_\_\_\_  
**Keith A. Bergman**, Chair  
Board of Supervisors

**Attest:** \_\_\_\_\_  
**Joseph S. Czajkowski**, Secretary

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2024-06**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE FOR THE CONVEYANCE OF MUNICIPALITY GOLF COURSE LIQUOR LICENSE NO. GR42, LID NO. 55114 FROM LOWER SALFORD TOWNSHIP TO THE LOWER SALFORD TOWNSHIP RECREATION AUTHORITY.**

**WHEREAS**, Lower Salford Township (the “Township”) is the owner of a certain Municipality Golf Course Liquor License No. GR42, LID No. 55114 (the “License”) issued by the Pennsylvania Liquor Control Board (herein “PLCB”); and

**WHEREAS**, the Lower Salford Township Recreation Authority (the “Recreation Authority”) is a municipal authority that was created by the Township pursuant to the Pennsylvania Municipality Authorities Act, being Act 22 of 2001, for the purpose of, among other things, owning, supervising, and operating the Lederach Golf Course; and

**WHEREAS**, Township previously transferred and conveyed the Lederach Golf Course property and all improvements thereon to the Recreation Authority; and

**WHEREAS**, in order to provide for the continued use of the License by the Recreation Authority at the Lederach Golf Course property in accordance with the rules and regulations of the PLCB, the Township desires to sell and transfer, and the Recreation Authority desires to buy and accept the License, in connection with its ownership and operation of the Lederach Golf Course property.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. The Lower Salford Township Board of Supervisors hereby authorizes any of its members to execute an Agreement to Purchase Liquor License, in substantially the form as the Agreement to Purchase Liquor License attached hereto as Exhibit "A", for the conveyance of the License to the Recreation Authority, upon the terms and conditions set forth therein.

2. The Lower Township Board of Supervisors hereby further authorizes any of its members to execute all documents and paperwork and to take all actions as may be necessary and appropriate to comply with the terms of the Agreement to Purchase Liquor License executed by the Township and to complete the transactions contemplated thereby, including, without limitation, the submission of an application to transfer the License to the PLCB and the execution of all documents necessary to receive approval of said application and ultimately transfer the License to the Recreation Authority.

**APPROVED** at the public meeting of the Lower Salford Township Board of Supervisors held on March 6, 2024.

**LOWER SALFORD TOWNSHIP**

By: \_\_\_\_\_  
**Keith A. Bergman**, Chairman,  
Board of Supervisors

Attest: \_\_\_\_\_  
**Joseph S. Czajkowski**, Secretary

**Agreement to Purchase Liquor License**

**EXHIBIT "A"**



**AGREEMENT TO PURCHASE LIQUOR LICENSE**

This AGREEMENT TO PURCHASE LIQUOR LICENSE (“Agreement”) made effective this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by and between **LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA** (“Seller”) and the **LOWER SALFORD TOWNSHIP RECREATION AUTHORITY** (“Buyer”).

**WITNESSETH:**

**WHEREAS**, Seller is the owner of a certain Municipality Golf Course Liquor License No. GR42, LID No. 55114 (the “License”) issued by the Pennsylvania Liquor Control Board (herein “PLCB”); and

**WHEREAS**, Buyer is a municipal authority that was created by the Seller pursuant to the Pennsylvania Municipality Authorities Act, being Act 22 of 2001, for the purpose of, among other things, owning, supervising, and operating the Lederach Golf Course; and

**WHEREAS**, Seller has transferred and conveyed the Lederach Golf Course property and all improvements thereon to the Buyer; and

**WHEREAS**, Seller desires to sell, and Buyer desires to purchase the License in connection with its ownership and operation of the Lederach Golf Course, upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein and for good and valuable consideration, Buyer and Seller, intending to be legally bound, agree as follows:

1. Sale of License Purchase Price. Seller, for and in consideration of the sum of Ten Dollars (\$10.00), hereby agrees to sell, transfer and convey to Buyer all of its rights, title and interest in and to the License to Buyer for use at Lederach Golf Course having an address of 900 Clubhouse Drive, Harleysville, Pennsylvania (the “Subject Premises”) in a person to person transfer.

2. Payment of Purchase Price.

(a) The sum of One Dollar (\$1.00) (the “Deposit”), in cash, within five (5) days of Buyer’s receipt of a fully executed copy of this Agreement, to be held in escrow by the Township, subject to the terms and conditions of this Agreement, to be credited against the Purchase Price at Closing.

(b) The balance of the Purchase Price shall be paid by Buyer to Seller at the time of Closing hereunder.

(c) A note in the face amount of the Purchase Price shall executed by Buyer payable to the order of Seller, or its successors or assigns, as required by the PLCB, substantially in the form set forth in Exhibit “A” (the “PLCB Note”), which shall be held in escrow by Wisler Pearlstine, LLP (“Escrow Agent”) and redeemed for cash or immediately available funds, to be

paid over to Seller at Closing. The PLCB Note, its utilization and/or redemption shall be subject to all of the terms and conditions of this Agreement.

(d) The liability of Escrow Agent with respect to escrowed items described in this Agreement shall be limited exclusively to willful misappropriation. In the event of any dispute over the escrowed items, Escrow Agent may deposit same with the Court of Common Pleas in Montgomery County, Pennsylvania, in which event Escrow Agent shall be relieved of any further obligations or duties. Escrow Agent may represent Seller and such representation shall not constitute a conflict of interest.

3. Transfer of License. The sale and purchase of the License hereunder shall be contingent (“PLCB Transfer Contingency”) upon the approval of the transfer of the License from Seller to Buyer at the Subject Premises by the PLCB, pursuant to the terms and conditions of this Agreement. Seller has renewed and/or validated the License for the term ending April 30, 2024.

4. Applications for Transfer of License. The parties hereto will cooperate fully in the performance of their respective duties in order to secure approval of the transfer of the License from the Seller to the Buyer in accordance with the PLCB Transfer Contingency. Seller agrees, at its sole expense, to complete and submit via PLCB+ an application for the transfer of the License. In the event Seller and/or Buyer is notified by the PLCB of any deficiency which would prevent prior approval in accordance with this Agreement, Seller and/or Buyer, as applicable, shall correct such deficiency immediately after receipt of notice of deficiency. The parties hereto agree to execute a PLCB Application Withdrawal Letter, to be held in escrow by attorney for Seller, in form and substance as set forth in Exhibit “B”. The original Withdrawal Letter may be presented to the PLCB upon either party’s default beyond the applicable notice and grace period or termination of this Agreement, provided the party submitting same provides ten (10) business days prior written notice to the other party.

5. Covenants, Representations and Warranties.

(a) Seller covenants, warrants and represents to Buyer that:

(i) Seller is a township of the second class organized under the laws of Pennsylvania having full right and title to sell and transfer the License to Buyer;

(ii) No proceedings are pending of any kind which would adversely affect the License after Closing;

(iii) To Seller’s knowledge there are no threatened, pending, or outstanding citations issued by the Bureau of Liquor Control Enforcement against Seller or the License and if there are, Seller and Buyer shall make arrangements to pay any fines assessed prior to Closing;

(iv) The License shall be free and clear of all liens, claims, and encumbrances, including those of any federal, state or city taxing authority at Closing, and any such monetary liens or encumbrances shall be paid prior to Closing or at Closing from proceeds of the sale of the License by Seller;

(v) The execution, delivery and performance of this Agreement and the other actions contemplated hereby will not result in any default or acceleration under any agreement or, to the best of Seller's knowledge, conflict with any terms of any law, order, award judgment, decree or other instrument to which Seller is a party;

(vi) There has not been filed by or against Seller a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee, nor has Seller made an assignment for the benefit of creditors; and

(vii) All tax reports have been or will be timely filed and all taxes and contributions have been or will be timely paid to the appropriate authorities through the Closing date, including the Pennsylvania Department of Revenue and Department of Labor and Industry.

(b) Buyer covenants, warrants and represents to Seller that:

(i) Buyer is a municipal authority organized by the Seller under the laws of Pennsylvania having full right and title to acquire the License;

(ii) The execution and delivery of this Agreement, and other actions contemplated hereby, will have been authorized by all requisite action of Buyer;

(iii) This Agreement constitutes the legal, valid and binding obligations of the Buyer;

(iv) The execution and delivery of this Agreement and the other actions contemplated hereby, will not violate any agreement or court order binding upon the Buyer, and does not require the consent of any other person or entity;

(v) Buyer will act with appropriate due diligence and provide all necessary documentation to the PLCB for the transfer of the License;

(vi) Buyer knows of no impediment that would prevent the PLCB from approving the transfer of the License and all funds being used for this transaction shall be accounted for to the satisfaction of the PLCB, which Buyer understands is essential for the timely transfer of the License;

(vii) Buyer has sufficient funds to close in this transaction, and this transaction is not subject to any financing or zoning contingency; and

(viii) Buyer owns the Subject Premises.

6. Survival of Representations and Warranties. All of the representations, warranties, covenants, agreements, conditions, provisions and terms contained in this Agreement, in any exhibits attached hereto, in any ancillary agreements, or in any certificate delivered pursuant thereto shall survive the Closing, and shall be binding on the successors, heirs and/or assigns of the Seller and Buyer for a period of one year after Closing.

7. Conditions Precedent to Complete Closing.

(a) Unless waived in writing by Buyer, Buyer's obligation to complete Closing under this Agreement shall be subject to the fulfillment, prior to or at Closing, of the following conditions precedent:

(i) Notification that Buyer has obtained approval from the PLCB for the transfer of the License to Buyer at the Subject Premises;

(ii) Title to the License shall be free and clear of all liens and encumbrances; and

(iii) The warranties and representations of Seller specified in this Agreement shall be true and correct and the covenants performed in all material respects as of the Closing date.

(b) Unless waived in writing by Seller, Seller's obligation to complete Closing under this Agreement shall be subject to the fulfillment, prior to or at Closing, of the following conditions precedent:

(i) The warranties and representations of Buyer specified in this Agreement shall be true and correct and the covenants performed in all material respects as of the Closing date.

(c) Prior to Closing, Buyer and Seller shall enter into an agreement reasonably satisfactory to both Buyer and Seller to provide for the transfer or conveyance of certain assets held by the Buyer to the Seller, including the License, in the event that the Buyer ceases to do business, fails to renew its corporate status, dissolves or otherwise takes any action in furtherance of the transfer, sale or disposal of such assets.

8. Closing. The settlement or closing of this transaction ("Closing") shall be held at the offices of Seller, which are located at the Lower Salford Township Building, 379 Main Street, Harleysville, PA 19438, or at such other location or in such other manner as the Seller and Buyer agree. Subject to the terms and conditions of this Agreement, Closing shall take place within five (5) days following receipt of written notification that final and unappealable PLCB prior approval for the transfer of the License to Buyer at the Subject Premises has been obtained. To the extent Closing may be conducted electronically through email or similar methods, the parties agree to proceed on that basis.

9. Closing Deliveries.

(a) By Seller:

(i) A bill of sale duly executed, assigning and transferring title to the License to Buyer warranting that such title is good, marketable, and unencumbered;

(ii) The PLCB Certificate of Completion upon payment of the Purchase Price;

(vii) Such other documents as reasonably required to fulfill Seller's obligations hereunder and effectuate the sale contemplated hereby, including the canceled PLCB Note, upon payment to Seller of the Purchase Price.

(b) By Buyer:

(i) The total Purchase Price;

(iv) Such other documents as reasonably required to fulfill Buyer's obligations hereunder and effectuate the sale and transfer contemplated hereby.

10. License Transfer Contingencies. In the event the PLCB fails or refuses to approve the transfer of the License to Buyer on a prior approval basis in accordance with this Agreement within one hundred eighty (180) days following the date of this Agreement (the "Term"), this Agreement may be terminated and rescinded at the option and election of either party (provided the party seeking to terminate and rescind is not responsible for the delay as a result of its material default under this Agreement) in which event this Agreement shall be null and void, and the PLCB Note and Deposit shall be returned to Buyer with no liability accruing to either party hereto. Notwithstanding the foregoing, Buyer and Seller may agree in writing to extend the Term of this Agreement (the "Extension Notice") no later than five (5) days prior to the expiration of the original Term.

11. Cancellation of Agreement; Default. If this Agreement is cancelled by mutual agreement or in accordance with the terms this Agreement, Seller shall cause the Escrow Agent to, within five (5) business days of the date of cancellation, return to Buyer the PLCB Note and Deposit, whereupon the parties hereto will then be free of liability to each other, subject further to the following default provisions:

(a) If the sale of the License under this Agreement is not closed after the PLCB Transfer Contingency is satisfied, or if the PLCB Transfer Contingency is not satisfied, in either event because of material non-performance, default or breach on the part of Buyer, in the absence of material non-performance, default or breach on the part of Seller, Seller's sole remedy for Buyer's breach of this Agreement shall be to receive liquidated damages in the amount of the Deposit from Buyer for the Buyer's default or breach (and Buyer hereby expressly authorizes Seller to retain the Deposit upon such default or breach), and upon payment of the liquidated damages Buyer shall be released from all liability or obligations under this Agreement, and this Agreement shall be null and void and the original PLCB Note shall be marked void and returned to Buyer.

(b) If the sale of the License under this Agreement is not closed because of non-performance, default or breach on the part of Seller in the absence of material non-performance, default or breach on the part of Buyer, Buyer may either: (i) accept title to the License in such condition as Seller can convey, waive the contingencies or conditions precedent, or ignore such default or breach, with abatement in purchase price solely for monetary liens on the License of an ascertainable amount, or (ii) terminate this Agreement and recover any actual and reasonable costs including filing and attorney's fees incurred in connection with this Agreement from Seller, in which event the PLCB Note for Purchase Price shall be marked void and returned to Buyer, along with the Deposit.



(c) For purposes of this Agreement, a party shall be deemed to be in default under this Agreement if any material breach of the obligations of such party has not been cured after receipt of not less than fifteen (15) days' prior written notice from the other party in which the specific nature of the claimed breach is identified.

12. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be sent by overnight courier, facsimile or email, addressed as follows:

If intended for Seller:

Joseph S. Czajkowski  
Township Manager  
379 Main Street  
Harleysville, PA 19438  
[jczajkowski@lowersalfordtownship.org](mailto:jczajkowski@lowersalfordtownship.org)

If intended to Buyer:

Douglas A. Gifford  
Authority Board Chairman  
379 Main Street  
Harleysville, PA 19438  
[douglasgifford@comcast.net](mailto:douglasgifford@comcast.net)

with copies to:

Andrew R. Freimuth, Esquire  
Wisler Pearlstine, LLP  
Blue Bell Executive Campus  
460 Norristown Road, Suite 110  
Blue Bell, PA 19422  
[afreimuth@wispearl.com](mailto:afreimuth@wispearl.com)

If intended for Escrow Agent:

Andrew R. Freimuth, Esquire  
Wisler Pearlstine, LLP  
Blue Bell Executive Campus  
460 Norristown Road, Suite 110  
Blue Bell, PA 19422  
[afreimuth@wispearl.com](mailto:afreimuth@wispearl.com)

or at such other addresses of which Seller or Buyer shall have given in written notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the day following the mailing thereof, provided that notice by email shall be deemed effective only upon a non-automated reply from the receiving party acknowledging receipt by the recipient. Notices may be given by or to the parties' respective legal counsel.

13. Time Periods. Any time periods provided herein that shall end on a Saturday, Sunday, or legal, federally recognized holiday, shall extend to 5:00 p.m. of the next full business day.

14. Miscellaneous.

(a) Performance. The parties agree to proceed with all reasonable diligence in regard to the performance of their respective duties and obligations to this Agreement, so that Closing will take place as scheduled herein. The failure by Seller or Buyer to perform their respective obligations on the Closing date, shall be deemed a material breach of this Agreement by such party, and entitle the other party to all rights and remedies provided herein for such breach.

(b) Headings and Captions. The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings or captions is for convenience of reference only and shall not affect the construction or interpretation hereof.

(c) Extended Meanings. Words importing the singular include the plural and vice versa and words importing gender include all genders, unless the context otherwise requires.

(d) Entire Agreement. This Agreement and any Exhibits hereto constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of and between the parties hereto and their agents and advisors.

(e) Amendments. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties.

(f) Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision unless otherwise expressly provided.

(g) Illegality, Invalidity, Severability, etc. If one or more provisions of this Agreement or any agreement, document or other instrument required to be delivered hereunder or pursuant hereto shall be illegal, invalid or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby.

(h) Further Assurance. Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may be reasonably required by the other party from time to time for the purpose of carrying out the intent and meaning of this Agreement.

(i) Benefit and Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Buyer shall not be permitted to assign this Agreement without the written consent of the Seller.

(j) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Any party to this Agreement may deliver an executed copy hereof by facsimile transmission or electronic transmission in portable document format (PDF) to another party hereto and any such delivery shall

have the same force and effect as any other delivery of a manually signed copy of this Agreement. The parties shall in writing confirm to one another the Effective Date of this Agreement based upon the date the signatures are provided to each other.

(k) Governing Law. This Agreement, and all questions relating to its validity and interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that they shall, to the exclusive jurisdiction of the courts (federal or state) having situs in Montgomery County, Commonwealth of Pennsylvania.

15. Brokers. Buyer and Seller represent and warrant that they have not dealt with any agent or broker in connection with this transaction and that they are not obligated for the payment of any commission in connection therewith.

16. Confidentiality. Each party agrees that his/her (or his/her agents, representatives or employees) will not disclose any of the information now or hereafter received or obtained by him, except as required by law, without the prior written consent of the other parties. In the event that the transaction contemplated by this Agreement shall not be consummated, no party shall use any of the non-public information now or hereafter received or obtained with respect to the Business, the business of any of the parties, or for any other purpose whatsoever. No public announcement or press release concerning the transaction contemplated herein shall be made at any time by the parties unless upon mutual written agreement.

(SIGNATURE PAGE TO FOLLOW)



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

SELLER:

LOWER SALFORD TOWNSHIP

BY: \_\_\_\_\_  
Keith A. Bergman, Chairman

ESCROW AGENT:

WISLER PEARLSTINE, LLP

BY: \_\_\_\_\_

BUYER:

LOWER SALFORD TOWNSHIP  
RECREATION AUTHORITY

BY: \_\_\_\_\_  
Douglas A. Gifford, Board Chairman

PLCB Note

**EXHIBIT "A"**

PLCB NOTE

\$10.00

\_\_\_\_\_, 2024

Pursuant to the terms of an Agreement to Purchase Liquor License dated \_\_\_\_\_, 2024, by and between **LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA** (“Seller”) and the **LOWER SALFORD TOWNSHIP RECREATION AUTHORITY** (“Buyer”), the undersigned promises to pay to the order of Seller, the sum of Ten Dollars (\$10.00), plus any other consideration set forth in the Agreement, at Closing without defalcation, value received, without interest. The utilization and enforceability or cancellation of this PLCB Note are absolutely subject to and conditioned upon the terms and conditions contained in said Agreement. This PLCB Note shall be extended and/or assigned under the same terms as the aforesaid Agreement in the event the same is extended and/or assigned. This PLCB Note is for PLCB purposes only. In the event of Undersigned's default under the terms of the aforesaid Agreement, Seller’s sole remedy shall be the remedy of liquidated damages recited in the Agreement, this PLCB Note to the contrary notwithstanding.

BUYER:

BY: \_\_\_\_\_  
Douglas A. Gifford, Chairman  
Lower Salford Township Recreation Authority

Letter of Withdrawal

**EXHIBIT "B"**

**LETTER OF WITHDRAWAL**

Pennsylvania Liquor Control Board  
Retail Licensing Division  
Northwest Office Building  
Harrisburg, PA 17124-0001

RE: APPLICATION FOR TRANSFER OF LICENSE

Gentlemen:

Please consider this letter as your authority to withdraw, cancel, and rescind the application for transfer of Municipal Golf Course Liquor License No. GR42, LID No. 55114 filed on behalf of the following parties:

FROM SELLER: LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY,  
PENNSLVANIA

TO BUYER: LOWER SALFORD TOWNSHIP RECREATION AUTHORITY

In the event the said transfer has been approved, we respectfully request the same be rescinded and canceled.

Very truly yours,

**SELLER**

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Keith A. Bergman, Chairman  
Lower Salford Township Board of Supervisors

**BUYER**

**DATED:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Douglas A. Gifford, Chairman  
Lower Salford Township Recreation Authority

**AFFIDAVIT OF OWNERSHIP**

The LOWER SALFORD TOWNSHIP RECREATION AUTHORITY, being duly sworn according to law, hereby depose and state as follows:

1. The Lower Salford Township Recreation Authority is a municipal authority that was created by Lower Salford Township pursuant to the Pennsylvania Municipality Authorities Act, being Act 22 of 2001, for the purpose of, among other things, owning, supervising, and operating the Lederach Golf Course.
2. The Lower Salford Township Recreation Authority is the owner of property located at 900 Clubhouse Drive, Harleysville, Lower Salford Township, Pennsylvania, more commonly known as the Lederach Golf Course (“Premises”).
3. The Lower Salford Township Recreation Authority owns the Premises by virtue of a Deed of Correction from Lower Salford Township dated July 25, 2013, recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania at Deed Book 5882, Page 1882, being Instrument Number 2013080523.
4. The Lower Salford Township Recreation Authority is the sole owner of the Premises.
5. The Lower Salford Township Recreation Authority is managed by a five (5) member Board.
6. The current Chairman of the Board is Douglas A. Gifford.
7. The Chairman has been authorized to execute this Affidavit of Ownership on behalf of the Lower Salford Township Recreation Authority.

LOWER SALFORD TOWNSHIP  
RECREATION AUTHORITY

By: \_\_\_\_\_  
Print Name: Douglas A. Gifford  
Print Title: Board Chairman

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

cc/ March 15, 2024  
John Pawkey



February 15, 2024

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

RE: Request for Fire Police Support/ Towamencin Day / Fischer's Park – May 11<sup>th</sup>

Dear Joe,

Towamencin Township is requesting the assistance of the Lower Salford Township Fire Police for the control of traffic and pedestrian safety during "Towamencin Community Day" that is scheduled for Saturday, May 11, 2024 from 10:00 am to 4:00 pm at Fischer's Park on Bustard Road. The event has traditionally attracted up to 900 to 1100 participants and vendors.

Your support in this matter is greatly appreciated.

Respectfully,

David G. Kraynik  
Township Manager

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



**GENERAL AND CONDITIONAL USE NOTES**

- TITLE AND TOPOGRAPHIC INFORMATION SHOWN FOR THE PREMISES WAS DETERMINED FROM A FIELD (GROUND) SURVEY BY RICHARD C. MAST ASSOCIATES, P.C. IN MAY 2021. ELEVATIONS ARE BASED ON NAVD83 BENCHMARK (B.M.) IS THE CENTERLINE OF THE 1ST FLOOR DOORS LOCATED ON THE NORTHWEST FACE OF THE EXISTING GARAGE BUILDING AT ELEVATION 311.0 FEET. OFF-SITE ELEVATION CONTOUR INFORMATION SHOWN IS APPROXIMATE AND TAKEN FROM PAMPA LEAD ELEVATION DATA DERIVED PRODUCTS DOWNLOADED FROM THE FASDA WEBSITE.
- THE WETLAND LIMITS SHOWN WERE FLAGGED BY PENNSYLVANIA ENVIRONMENTAL LLC AND WERE HELD LOCATED BY RICHARD C. MAST ASSOCIATES, P.C. IN DECEMBER 2020. REFER TO THE "WETLAND & WATERED SITE EVALUATION LETTER OF FINDINGS" BY PENNSYLVANIA ENVIRONMENTAL LLC DATED FEBRUARY 11, 2021.
- AN ALLUVIAL SOIL EVALUATION OF THE PROPERTY COMPLETED BY V.W. CONSULTANTS LLC DETERMINED THAT ALLUVIAL SOILS ARE NOT PRESENT AT THE SITE AND THAT THE ALLUVIAL SOIL SERIES OF ROWLANDS MAPPED ON THE NCEC WETLAND SURVEY WEBSITE SHOULD BE MAPPED AS RARITAN SOILS. REFER TO THE "ALLUVIAL SOIL EVALUATION" BY V.W. CONSULTANTS LLC DATED DECEMBER 4, 2021.
- THE FEMA FLOOD INSURANCE RATE MAP FOR MONTGOMERY COUNTY, PA, MAP NUMBER 420912C1363, EFFECTIVE DATE OF MARCH 2, 2016 INDICATES, BY SCALED LOCATION OF THE PROPERTY ONTO THE MAP, THAT THE PROPERTY LIES WITHIN OTHER AREAS ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THE PROPERTY AND EXISTING USE IS SERVED BY PUBLIC SANITARY SEWER AND AN ON-LOT PRIVATE WELL.
- THE PROPOSED USES WILL BE SERVED BY PUBLIC SEWER PROVIDED BY THE LOWER Salford Township Authority.
- THE PROPOSED USES WILL BE SERVED BY PUBLIC WATER PROVIDED BY THE NORTH PENN WATER AUTHORITY.
- ALL CONSTRUCTION WORK AND MATERIALS SHALL COMPLY WITH LOWER Salford Township and Lower Salford Township Authority STANDARDS AND SPECIFICATIONS, WITH CURRENT PADOT SPECIFICATIONS (PUB. 408) AND STANDARD DETAILS AND WITH APPLICABLE FEDERAL, STATE AND MUNICIPAL CODES. IN THE CASE OF CONFLICTING STANDARDS OR SPECIFICATIONS THE GREATER OR MORE STRINGENT STANDARD OR SPECIFICATION SHALL APPLY.
- THIS CONDITIONAL USE PLAN AND APPLICATION IS FOR THE CONSTRUCTION OF CLASS THREE CONDITIONAL USES SUBJECT TO FOLLOWING REQUIREMENTS:
  - THE PROPOSED USES WITHIN THE CLASS THREE CONDITIONAL USE INCLUDE THE FOLLOWING:
    - 28 RESIDENTIAL APARTMENT UNITS CONTAINED WITHIN SEPARATE BUILDINGS, AND PARKING AREA.
    - A OFFICE/RETAIL USE (BANK WITH DRIVE UP ATM) AND PARKING AREA.
    - RETAIL STORE (AUTOPARTS STORE) AND PARKING AREA.
  - THE DRIVE-THROUGH SERVICE AREA SHALL BE AN INTEGRAL PART OF THE INTERIOR CIRCULATION PATTERN AND SHALL BE DESIGNED IN A SAFE AND EFFICIENT MANNER TO MINIMIZE VEHICLE TO VEHICLE, AND VEHICLE TO PEDESTRIAN CONFLICT. ALL DRIVE-THROUGH AREAS SHALL BE DESIGNED WITH A SEPARATE ESCAPE LANE TO PERMIT VEHICLES TO LEAVE OR PASS BY THE DRIVE-THROUGH AREA IF THEY WISH OR NEED TO DO SO. NO DIRECT ACCESS TO A PUBLIC ROAD SHALL BE PERMITTED FROM ANY DRIVE-THROUGH AISLE.
  - WHERE A DRIVE-IN WINDOW OR DRIVE-THROUGH AISLE IS PROPOSED, A STACKING LANE FOR EACH DRIVE-IN WINDOW OR DRIVE-THROUGH AISLE SHALL BE PROVIDED TO SERVE A MINIMUM OF FIVE CARS. THE STACKING LANE SHALL NOT BE USED FOR PARKING LOT CIRCULATION AISLES, NOR SHALL IT IN ANY WAY CONFLICT WITH THROUGH CIRCULATION, PARKING OR DELIVERIES TO THE TRACT. THE DRIVE-THROUGH LANE HAS BEEN DESIGNED AS AN ENTIRELY SEPARATE LANE WITH NO CONFLICTS.
  - LIGHTING FOR ALL DRIVE-THROUGH SERVICE AREAS SHALL BE INSTALLED IN A MANNER WHICH SAFELY SHIELDS THE STACKING LANE.
    - SAFELY, BUT NOT EXCESSIVELY, ILLUMINATES THE DRIVE-THROUGH AREA.
    - IS SHIELDED TO PREVENT ANY LIGHT SPILLAGE OFF THE DRIVE-THROUGH LOT OR PARCEL, AND
    - IS TIMED OR SWITCHED SO THAT THE DRIVE-THROUGH AREA IS NOT ILLUMINATED WHEN DRIVE-THROUGH SERVICE IS NOT AVAILABLE.
  - LANDSCAPING FOR ALL DRIVE-THROUGH SERVICE AREAS SHALL BE INSTALLED IN A MANNER WHICH SAFELY SHIELDS THE STACKING LANE, DRIVE-THROUGH AISLE AND DRIVE-IN WINDOWS FROM VIEW OF NEIGHBORING USES. A LANDSCAPE PLAN WILL BE PREPARED MEETING THIS REQUIREMENT TO THE SATISFACTION OF THE TOWNSHIP.

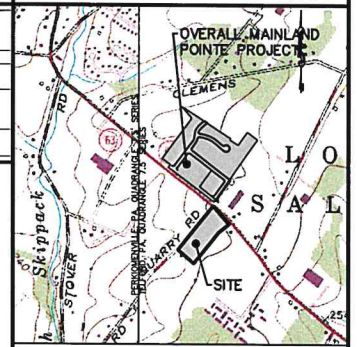
**IMPERVIOUS COVER DATA**

EXISTING CONDITIONS		PROPOSED CONDITIONS	
EX TRACT AREA (TO LEGAL ROW)	226,003 SF	5.10 AC	216,491.85 SF
ULT. RIGHT-OF-WAY	9,511 SF	0.22 AC	4.97 AC
NET LOT AREA (TO ULT. ROW)	216,492 SF		
EX BUILDING AREA	1,964 SF	PROPOSED BANK	3,166 SF
EX BUILDING AREA	1,964 SF	PROPOSED RETAIL STORE	7,400 SF
		PROPOSED APARTMENT BUILDINGS	20,520 SF
		PROP TOTAL BUILDING AREA	31,286 SF
EX PAVEMENT AREA	2,101 SF	PROP PAVEMENT AREA & TRASH PADS	69,309 SF
EX SIDEWALK AREA	112 SF	PROP SIDEWALK	12,117 SF
EX OTHER IMPERVIOUS AREA	175 SF	PROP OTHER IMPERVIOUS AREA	4,679 SF
EX TOTAL IMPERVIOUS AREA	2,389 SF	PROP TOTAL NON-ROOF IMPERVIOUS AREA	86,185 SF
		PROP TOTAL IMPERVIOUS AREA	137,471 SF
EX TOTAL IMPERVIOUS AREA	4,352 SF		

**TAX PARCEL DATA**

PARCEL NO.: 50-00-02014-00-6  
 TAX MAP ID: BUDCK 18 - UNIT 17  
 DEED: BOOK 5659 PAGE 286  
 PARCEL LOCATION: 196 MAIN STREET, HARLEYSVILLE, PA 19438  
 OWNER OF RECORD: MAINLAND V, LLC  
 578 MAIN STREET, HARLEYSVILLE, PA 19438  
 APPLICANT: SPRING HILL REALTY, INC.  
 578 MAIN STREET, HARLEYSVILLE, PA 19438  
 215-513-7368  
 GROSS TRACT AREA (TO LEGAL ROW): 5.10 AC  
 NET TRACT AREA (TO ULT. ROW): 4.97 AC

**SITE LOCATION MAP 1"=1,000'**



**ZONING DATA**

ZONING INFORMATION OBTAINED FROM THE LOWER Salford TOWNSHIP ZONING ORDINANCE, AS AMENDED.

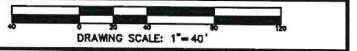
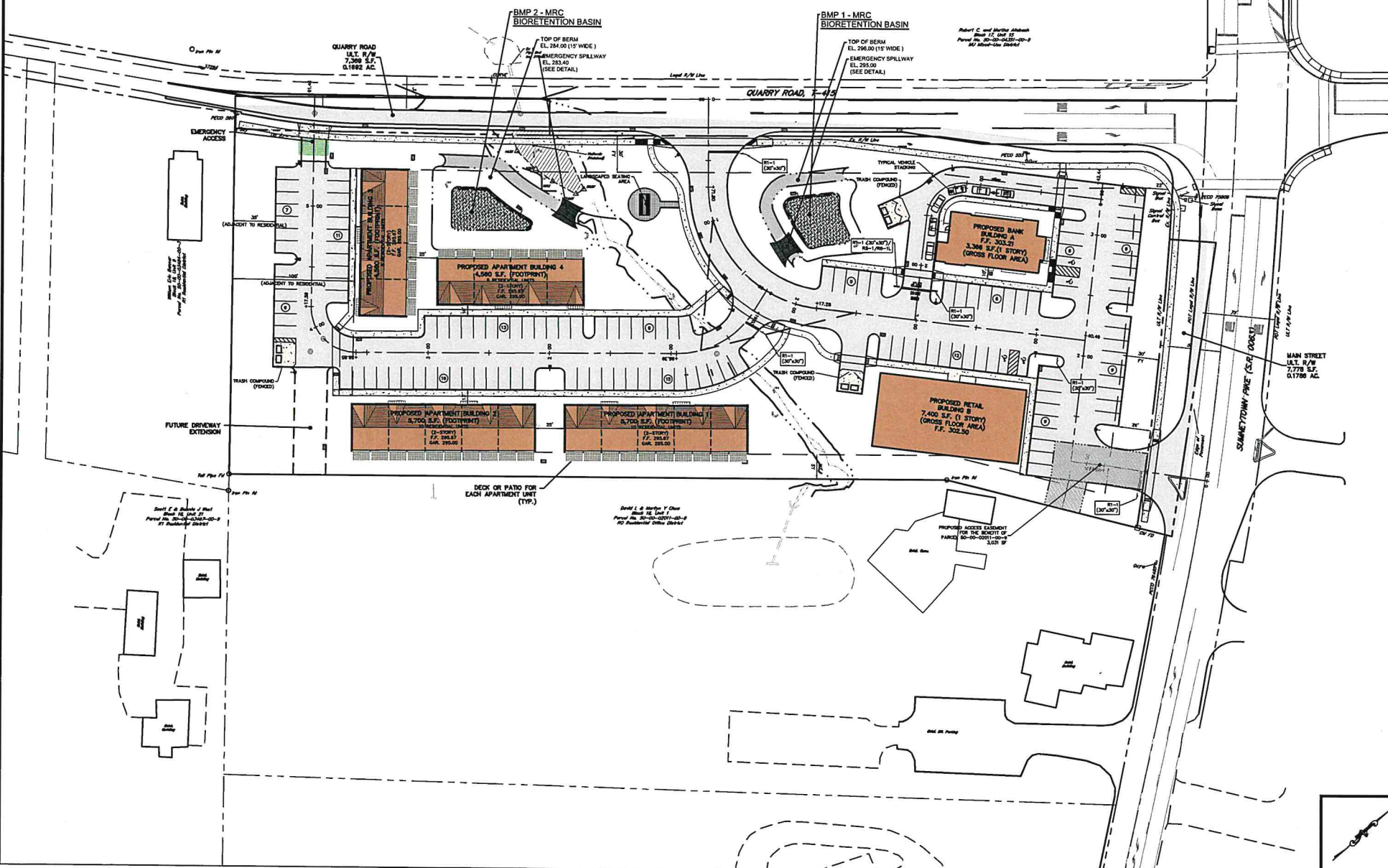
DISTRICT CLASSIFICATION: "R0 RESIDENTIAL OFFICE DISTRICT"  
 EXISTING USE: SINGLE FAMILY DWELLING  
 PROPOSED USE: RETAIL COMMERCIAL (WITH DRIVE-THROUGH FACILITY AND APARTMENTS) (CLASS THREE CONDITIONAL USES)

	PERMITTED CLASS THREE CU	EXISTING	PROPOSED
MIN. GROSS TRACT AREA (TO LEGAL ROW)	1 AC	5.10 AC	5.10 AC
MIN. LOT SIZE	43,660 SF	216,492 SF	216,492 SF
MIN. LOT WIDTH AT STREET LINE	150 FT	310.2 FT	310.2 FT
MIN. FRONT YARD SETBACK	30 FT	55.6 FT	30.0 FT
MIN. SIDE YARD SETBACK	20 FT	202.3 FT	20.0 FT
MIN. REAR YARD SETBACK	40 FT	647.6 FT	N/A
MIN. SETBACK FROM AN ABUTTING RESID. DIST.	100 FT	N/A	100.0 FT
MAX. BUILDING HEIGHT (0-200' FROM RESID. DIST.)	35 FT	4.35 FT	4.35 FT
MAX. BUILDING HEIGHT (200' FROM RESID. DIST.)	35 FT	4.35 FT	4.35 FT
MIN. PARKING SETBACK FROM ABUTTING RESID. DIST.	35 FT	N/A	35 FT
MIN. SETBACK BETWEEN BUILDINGS ON SAME LOT	25 FT	N/A	25 FT
MAX. BUILDING FOOTPRINT	15,000 SF	N/A	5,400 SF
MAX. OVERALL DIMENSION OF NEW CU BUILDING	150 FT	N/A	143 FT
MAX. BUILDING COVERAGE (% OF NET TRACT AREA)	20%	0.9%	14.5%
MAX. IMPERVIOUS COVERAGE (% OF NET TRACT AREA)	60%	2.0%	54.3%

**PARKING DATA**

REQUIRED PARKING PER Z.O. ARTICLE XVI, SECTION 184-09

APARTMENT USE	REQUIRED	PROPOSED
RESIDENTIAL APARTMENT BUILDING (2 BUILDINGS)		
3 SPACES PER DWELLING UNIT	72	77
34 DWELLING UNITS @ SPACE/UNIT = 72 SPACES	72	74
TOTAL FOR ALL APARTMENTS:		
NON-RESIDENTIAL USES	REQUIRED	PROPOSED
RETAIL BUILDING A (BANK)		
1 SPACE PER 200 SF	16	20
3,308 SF @ X 1 SPACE/200 SF = 16.5 SPACES		
RETAIL BUILDING B (RETAIL STORE)		
1 SPACE PER 200 SF	37	38
7,400 SF @ X 1 SPACE/200 SF = 37.0 SPACES		
TOTAL FOR ALL NON-RESIDENTIAL USES:	54	58
TOTAL FOR ALL USES ON LOT:	126	134
RESERVE PARKING:		9



NO.	REVISION	DATE
2	REVISED APARTMENT DESIGN AND PER CONSULTANT REVIEWS	JANUARY 24, 2024
	PLAN ORIGINATOR DATE	MAY 24, 2023

**CONDITIONAL USE PLAN**  
 FOR  
**196 MAIN STREET**  
 PREPARED FOR  
**MAINLAND V, LLC**  
 SITE 08146 H  
 LOWER Salford TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

**Richard C. Mast Associates, P.C.**  
 Consulting Engineers and Surveyors  
 www.rcmaonline.com

CREATED BY: PROJ. INVR. PROJECT NO.:  
 DRAWING NO.:  
 DATE: 05/24/2023