

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION 2024-08**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
FOR THE 2024 DCED/CFA GREENWAYS, TRAILS AND RECREATION PROGRAM**

Be it RESOLVED, that Lower Salford Township of Montgomery County hereby requests a Greenways, Trails, and Recreation Program (GTRP) grant of \$250,000 from the Commonwealth Financing Authority to be used for Preliminary Engineering and Final Design/PennDOT Project Delivery activities for Phase 2 of the SR 0113 (Harleysville Pike Alternate Route) Shared-Use Path Project.

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

Be it FURTHER RESOLVED, that the Applicant does hereby commit to providing a local funding match in the amount of up to \$99,500, which exceeds the required minimum 15% local match of the total project cost.

I, Joseph S. Czajkowski, duly qualified Secretary of the Board of Supervisors of Lower Salford Township, Montgomery County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Lower Salford Township Board of Supervisors at a regular meeting held on the 1<sup>st</sup> day of May 2024 and said Resolution has been recorded in the Minutes of the Lower Salford Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Lower Salford Township, this \_\_\_ day of \_\_\_, 20\_\_.

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

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

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

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION 2024-09**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
FOR THE 2024 DCED MULTIMODAL TRANSPORTATION FUND (MTF)**

BE IT RESOLVED, that the Board of Supervisors of Lower Salford Township, Montgomery County, hereby request a Multimodal Transportation Fund grant of \$947,630 from the Commonwealth Financing Authority to be used for the construction of the Oak Drive Right Turn Lane and Sidewalk Project in Lower Salford Township, Montgomery County, PA.

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

I, Joseph Czajkowski, duly qualified secretary of the board of Supervisors of Lower Salford Township, Montgomery County Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a regular meeting held May 1<sup>st</sup>, 2024 and said resolution has been recorded in the Minutes of the Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix by hand and attach the seal of the Township of Lower Salford this \_\_\_\_ day of \_\_\_\_, 2024.

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

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

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

**LEASE**

**THIS LEASE** (“Lease”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between **DEBRA E. BAKER**, an individual, with an address at 92 N Dietz Mill Road, Green Lane, PA 18054 (“Landlord”) and **LOWER SALFORD TOWNSHIP**, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania with an address at 379 Main Street, Harleysville, PA 19438 (“Tenant”). Both Landlord and Tenant may be also be referred to herein individually as a “Party” or collectively as “Parties”.

**WITNESSETH**

Landlord and Tenant covenant and agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant for the term and upon the covenants and conditions hereafter set forth, the first floor of that certain accessory private garage structure and the nonexclusive use of the immediately surrounding driveways and real property (the “Garage”), owned by Landlord, located at 804 Harleysville Pike, Harleysville, PA 19438 in Lower Salford Township, Montgomery County, Pennsylvania, being Tax Parcel No. **50-00-03733-006** (the “Premises”). The Premises shall specifically exclude the second floor of the accessory private garage structure, the residential single family dwelling on the real property, and the balance of the real property not within a fifty foot radius of the accessory private garage structure.

2. **Term.** The term of this Lease shall be Two (2) years commencing at 12:00 PM on May 1, 2024 and ending on April 30, 2026 at 12:00 PM. The Term shall continue thereafter on a year-to-year basis, with the Rent increased annually by three percent (3%), until terminated by either Party upon sixty (60) days prior written notice, or sooner terminated in accordance with the terms of this Lease (“Expiration Date”). The period of time beginning on the Commencement Date and ending on the Expiration Date shall be referred to herein as the “Term”.

3. **Rent.** As consideration for Tenant’s use of the Premises, Landlord shall charge Tenant rent in an amount of Two Thousand Dollars (\$2,000.00) per month for the Term of the Lease (“Rent”). In addition thereto, Tenant shall pay all taxes, (except real estate taxes for the Premises and buildings) license and permit fees, and other governmental charges of any kind and nature whatsoever (including without limitation all penalties and interest thereon) which at any time during the Term may become due and payable out of or in respect of Tenant's use or occupancy of the Premises. Nothing contained in this Lease shall require Tenant to pay any income, inheritance, gift or similar taxes of Landlord.

4. **Security Deposit.** Tenant shall provide a Security Deposit to Landlord in an amount equal to one month’s rent (\$2,000) to be held as security for the full and faithful performance by Tenant for Tenant's obligations under this Lease and for the payment of damages to the Premises. Except for such sum as shall be lawfully applied by Landlord to satisfy valid claims arising against Tenant arising from defaults under this Lease or by reason of damages to the Premises or the Garage of which the Premises are a part, the Security Deposit shall be returned to Tenant within Forty-Five (45) days after at the expiration of the Term of this Lease. In the event

the actions of Tenant require that Landlord utilize all or a portion of the Security Deposit to pay for Rent, Additional Rent or other obligations of Tenant as described within this Agreement, Tenant agrees to, upon notice, remit to Landlord such amounts as is required to bring the amount of Security Deposit balance held by Landlord back to the original amount called for in the Lease Agreement. It is understood that no part of the Security Deposit is to be considered as the last rental due under the terms of this Lease

5. **Time, Place and Withholding of Payment.** Unless provided otherwise herein, all Rent is due and payable without prior notice or demand and without any setoff or any deduction whatsoever on the first day of each and every month of this Lease (due date) or within five (5) days thereafter (grace period) without penalty. However, after 5:00 p.m. on the fifth day after the due date aforementioned, any Rent payment not paid in full and received by Landlord at 92 N Dietz Mill Road, Green Lane, PA 18054 will be subject to a late charge. Such unpaid amounts shall bear a late fee on the unpaid portion at the rate of five (5%) percent per month for each month (or part of a month) that said unpaid amount is delinquent. The late fee shall be cumulative for each successive month (or part of the month) in which a balance remains unpaid. Payments not made on or before 5:00 p.m. on the fifth (5th) day after due date, together with late charges, may result in Landlord (or Landlord's Agent or attorney) exercising all (or some of the) rights and remedies given to Landlord by this Lease, by law or by equity.

6. **Landlord's Rights.** Tenant covenants and agrees that Landlord shall have the right at all reasonable times by herself or her duly authorized agent to go upon and inspect the Premises with twenty-four (24) hours' notice. Landlord and Tenant agree that Tenant shall have the right to secure the Premises by reasonable means to protect the vehicles, equipment and supplies stored on the Premises by the Tenant in accordance with the terms and conditions of this Lease.

7. **Use.** Tenant shall use the Garage located on the Premises exclusively for storage of Township and Lederach Golf Club vehicles and related equipment, such as irrigation supplies. The Tenant may also use the Garage for occasional painting and maintenance of golf course trash cans and tee box markers, as well as occasional minor maintenance of the vehicles stored in the Garage. Tenant shall not use paint remover or other similar abrasive chemicals in the Garage, nor shall Tenant store paint remover or other similar abrasive chemicals in the Garage. Tenant shall not remove the American Flag and bible verse on the wall of the Garage without prior written permission of the Landlord. Tenant is also not permitted to use the bathroom in the Garage. The Tenant shall not use the Garage for automotive/equipment repair and major maintenance, and Tenant agrees that this Premises shall not be operated or used as a mechanic shop for the Township. Further, Tenant shall not store bulk fuels in the Garage or on the Premises, except that Tenant may bring no more than two (2) five-gallon gasoline cans onto the Premises specifically for maintenance and use of the vehicles and related equipment. Tenant shall not store bulk chemicals or fertilizers in the Garage or on the Premises, except that Tenant may bring no more than one hundred (100) pounds of fertilizer and lime, combined, on to the Premises at any given time specifically for maintenance of Lederach Golf Club, so long as Tenant properly stores and uses such fertilizer and lime. The use of any fuels, chemicals, fertilizers, etc. on the Premises shall be subject to Section 20 herein. The Tenant shall not do, or permit its agents or employees, to do any act on the Premises which is contrary to law or which will invalidate or be in conflict with any and

all insurance policies which may be carried by any Party. Tenant shall only permit Township employees and agents to enter and use the Garage. Tenant's use of the Garage and surrounding areas shall be limited to the regular daytime hours of 7:00 AM to 3:30 PM, except for occasional off-hours use during a snow event or emergency.

8. **Parking/Driveway.** Tenant has the non-exclusive right to use the driveways leading to the front and rear garage doors of the Garage, and any necessary paved space to be able to circulate around the Garage. Tenant, and its agents and assigns, shall only park and store vehicles inside the Garage with the exception of occasional, non-overnight parking immediately outside the Garage for changeover of vehicles in the Garage and for Township employees to access the Premises. Additionally, Landlord, and her executors, successors, agents, and assigns, may use the driveway on the Premises to access the single family dwelling on the property provided she does not block access to the Garage.

9. **Condition of Premises.** Tenant shall maintain and keep the Premises in good order and repair. Tenant shall perform all ordinary maintenance and repairs of the Premises that may arise during the Term of the Lease resulting from the Tenant's use of the Premises and shall perform any work it does on the Premises in a good and workmanlike manner. Tenant agrees to plow snow and de-ice the driveway only to the extent necessary to provide access to the Garage. Tenant also agrees to regularly service and maintain all garage doors, openers, and appurtenant equipment. Tenant shall further be responsible for repair and/or replacement to garage doors, man doors, and appurtenant equipment related to damage caused by Tenant during the term of the Lease to the satisfaction of Landlord. Tenant shall broom clean the Premises before expiration of the Term and return of possession to Landlord. Tenant shall return the Premises to Landlord in good condition and repair, ordinary wear and tear excepted. Tenant agrees to be responsible for and remedy any and all damage to the Premises or the Landlord's property as a whole, whether to paving or other improvements on the Premises, that may occur as a result of the use of the Premises by Tenant, or its employees or agents, within thirty (30) days written notice from Landlord. Landlord, throughout the Term of this Lease and in a commercially reasonable manner, shall promptly perform all necessary maintenance and make all necessary repairs, replacements and renewals to the Garage and the Landlord's property generally, including the roof, exterior walls, windows, mechanical systems, utility lines, equipment and other utility facilities serving the Garage, and to any driveways and walkways permitted to be used by the Tenant, that are necessary for the use of the Premises by the Tenant in accordance with this Lease. If such maintenance, repairs, replacements or renewals are caused by the Tenant's use of the Premises, the Tenant shall perform such work at its own cost and expense.

10. **Alterations.** Tenant may make no alterations, changes, additions or improvements to the Premises without the prior written consent of Landlord.

11. **Utilities/Maintenance/Taxes.** Beginning on the Effective Date, Tenant further agrees to pay all utility charges for the Garage (lower level only), including, but not limited to, electricity, trash removal, snow removal, security or fire safety services (if any), or other utilities or services supplied, used, or consumed by Tenant in or on the Premises (collectively the "Utilities") during the Term of the Lease. Landlord shall be responsible for all real estate taxes associated with the Premises.

12. **Insurance.** Tenant shall obtain and maintain policies of insurance, at its own cost and expense, during the Term of the Lease including the following:

A. **Public Liability Insurance** – Tenant shall obtain insurance insuring Landlord and Tenant against all claims, demands or actions for injury to or death of any person or persons or damage to property in an amount of not less than Two Million Dollars (\$2,000,000.00), made by, or on behalf of any person or persons, firm or corporation arising from, relating to or connected with the Premises. The Landlord shall be named as the additional insured on all liability policies on a primary and non-contributory basis with waiver of subrogation in favor of the additional insured with respect to the Premises leased to Tenant. If Tenant increases its limits with respect to said coverage of the Premises, Landlord will be named as an additional insured with respect to said increased amount.

B. **Worker's Compensation** – Tenant shall obtain Worker's Compensation Insurance for its own benefit insuring Landlord and Tenant from all worker's compensation claims if required by applicable law(s).

C. **Contents** – Tenant shall obtain insurance on all contents, including vehicles, trade fixtures, machines, equipment, furniture and furnishings in the Premises.

The insurance policies required herein shall be with companies and in form, substance and amount reasonably satisfactory to Landlord. Such insurance policies shall be written on an "occurrence basis" and policies written on a "claims made" basis shall not satisfy the requirements of this Agreement. The insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to the parties. Upon written request, a copy of the original insurance policies or certificates thereof satisfactory to the Landlord together with evidence of payment of premiums thereon shall be delivered to Landlord. Landlord may request updated evidence of insurance.

13. **Indemnification.** Tenant agrees to and shall indemnify, release, defend, protect, save and forever hold harmless Landlord from all costs or expenses, including reasonable attorney's fees, resulting from any and all loss of life, property, injury, or damage to any person, property, association, corporations or the Premises resulting from Tenant's use of the Premises or Tenant's negligent acts or omissions in connection with its use of the Premises, and from any and all lawsuits, actions, liability or claims of liability arising out of, involving, or in any way connected with the use of the Premises, but only to the extent that such liability or claim of liability is due to the negligent acts or omissions of the Tenant.

14. **Termination / Sale by Landlord.** Landlord has the exclusive right to terminate this Lease before the end of the Term in the event that she enters an agreement of sale to sell the Premises, so long as she provides four months' written notice to Tenant. Landlord agrees to provide notice to the Tenant if Landlord lists the Premises for sale with a real estate agent or broker or otherwise advertises the sale of the Premises. Landlord also agrees to notify the Tenant if Landlord receives an offer for the purchase of the Premises and considers entering into an agreement of sale in connection with such offer. For avoidance of doubt, Tenant shall not have



any first right of refusal or option to purchase the Premises in the event the Landlord should decide to sell the Premises.

15. **Surrender.** At the expiration of the Term or termination of the Lease, Tenant shall surrender the Premises, together with all improvements thereon other than the removable fixtures that Tenant has installed, to Landlord. Tenant shall have the right to remove from the Premises all of its personal property. Tenant shall repair any damage to the Premises caused by such removal. Any items, including but not limited to those mentioned herein, not removed shall remain and become the property of Landlord. Tenant shall not have the right to hold over at any time beyond the Term, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises.

16. **Tenant's Default and Landlord's Remedies.** In the event Tenant shall at any time be in default in the observance or performance of any of the terms, conditions or covenants required to be performed or observed by Tenant hereunder and any such default shall continue for a period of thirty (30) days after written notice to Tenant from Landlord specifying such default (or, if such default is incapable of being cured in a reasonable manner within thirty (30) days, then Tenant shall have such additional time as is reasonably necessary to cure such default provided Tenant promptly commences such cure and diligently pursues such cure to completion), then Landlord shall be entitled, in addition to all remedies otherwise available under this Lease, at law or in equity, to (i) bring suit for the collection of any amounts (plus interest and reasonable attorneys fees and court costs) for which Tenant may be in default, or for the performance of any covenant or agreement required to be performed by Tenant hereunder, with or without terminating this Lease; (ii) terminate this Lease, in which case Tenant shall pay Landlord for all reasonable, direct, out-of pocket damages suffered by Landlord as a result of such default and for all the reasonable, direct, out-of pocket costs and expenses incurred by Landlord as a result of such default, including reasonable attorneys fees, within thirty (30) days of written notice to Tenant of such amount (and if such amounts are not paid within the 30-day period, interest shall accrue and be payable on such amounts from the date such cost or expense was incurred by Landlord); and/or (iii) cure any such breach or default on behalf of Tenant, with or without terminating this Lease, in which case Tenant shall pay Landlord for all the reasonable, direct, out-of pocket damages suffered by Landlord and for all the reasonable, direct, out-of pocket costs and expenses incurred by Landlord in curing such default, including reasonable attorneys fees, within thirty (30) days of written notice to Tenant of such amount (and if such amounts are not paid within the 30-day period, interest shall accrue and be payable on such amounts from the date such cost or expense was incurred by Landlord), and if Tenant fails to pay and/or reimburse Landlord in full within such thirty (30) day period, then Landlord shall have the right to add all such amounts to the Rent.

17. **Landlord's Default and Tenant's Remedies.** In the event Landlord shall at any time be in default in the observance or performance of any of the terms, conditions or covenants required to be performed or observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord from Tenant specifying such default (or, if such default is incapable of being cured in a reasonable manner within thirty (30) days, then Landlord shall have such additional time as is reasonably necessary to cure such default provided Landlord promptly commences such cure and diligently pursues such cure to completion), then Tenant shall be entitled, in addition to all remedies otherwise available under this Lease, at law or

in equity, to (i) bring suit for the collection of any amounts (plus interest and reasonable attorneys fees and court costs) for which Landlord may be in default, or for the performance of any covenant or agreement required to be performed by Landlord hereunder, with or without terminating this Lease; (ii) terminate this Lease, in which case Landlord shall pay Tenant for all reasonable, direct, out-of pocket damages suffered by Tenant as a result of such default and for all the reasonable, direct, out-of pocket costs and expenses incurred by Tenant as a result of such default, including reasonable attorneys fees, within thirty (30) days of written notice to Landlord of such amount (and if such amounts are not paid within the 30-day period, interest shall accrue and be payable on such amounts from the date such cost or expense was incurred by Tenant); and/or (iii) cure any such breach or default on behalf of Landlord, with or without terminating this Lease, in which case Landlord shall pay Tenant for all the reasonable, direct, out-of pocket damages suffered by Tenant and for all the reasonable, direct, out-of pocket costs and expenses incurred by Tenant in curing such default, including reasonable attorneys fees, within thirty (30) days of written notice to Landlord of such amount (and if such amounts are not paid within the 30-day period, interest shall accrue and be payable on such amounts from the date such cost or expense was incurred by Tenant), and if Landlord fails to pay and/or reimburse Tenant in full within such thirty (30) day period, then Tenant shall have the right to deduct all such amounts from its Rent.

**18. CONFESSION OF JUDGMENT FOR POSSESSION. TENANT COVENANTS AND AGREES THAT (EITHER BECAUSE OF CONDITION BROKEN DURING THE ORIGINAL TERM OF THIS LEASE OR ANY RENEWAL OR EXTENSION THEREOF OR WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED) UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT AS PROVIDED IN THIS LEASE LANDLORD MAY CAUSE JUDGMENT IN EJECTMENT TO BE ENTERED AGAINST TENANT FOR POSSESSION OF THE PREMISES, AND FOR THAT PURPOSE TENANT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT AND TO CONFESS JUDGMENT AGAINST TENANT IN EJECTMENT FOR POSSESSION OF THE PREMISES AND AGREES THAT LANDLORD MAY COMMENCE AN ACTION PURSUANT TO PENNSYLVANIA RULES OF CIVIL PROCEDURE NO. 2970 ET SEQ. FOR THE ENTRY OF AN ORDER IN EJECTMENT FOR THE POSSESSION OF REAL PREMISES, AND TENANT FURTHER AGREES THAT A WRIT OF POSSESSION PURSUANT THERETO MAY ISSUE FORTHWITH, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT AND FOR THE ISSUANCE OF WRITS OF POSSESSION PURSUANT THERETO THIS LEASE, OR A TRUE AND CORRECT COPY HEREOF, SHALL BE SUFFICIENT WARRANT. TENANT FURTHER COVENANTS AND AGREES THAT IF, FOR ANY REASON WHATSOEVER AFTER SAID ACTION SHALL HAVE COMMENCED, THE ACTION SHALL BE TERMINATED AND POSSESSION OF THE PREMISES SHALL REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OF DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS ABOVE SET FORTH, TO COMMENCE SUCCESSIVE ACTIONS FOR POSSESSION OF REAL PREMISES AND TO CAUSE THE ENTRY OF SUCCESSIVE JUDGMENTS BY CONFESSION IN EJECTMENT FOR POSSESSION OF THE PREMISES DEMISED HEREUNDER.**



TENANT ACKNOWLEDGES AND AGREES THAT (A) THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IS BEING EXECUTED IN CONNECTION WITH A COMMERCIAL TRANSACTION, (B) LANDLORD'S CONFESSION OF JUDGMENT FOLLOWING AN EVENT OF DEFAULT AND IN ACCORDANCE WITH THE FOREGOING WARRANT OF ATTORNEY WOULD BE IN ACCORDANCE WITH TENANT'S REASONABLE EXPECTATIONS, AND (C) LANDLORD DOES NOT AND, IN REGARDS TO THE LEASE, SHALL NOT HAVE ANY OF THE DUTIES TO TENANT SET FORTH IN 20 PA.C.S.A. §5601.3(B).

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Tenant

Conclusiveness of Landlord's Affidavit. In any procedure or action to enter judgment by confession for money pursuant hereto, or to enter judgment by confession in ejectment for possession of real Premises pursuant to hereto, if Landlord shall first cause to be filed in such action an affidavit or averment of the facts constituting the default or occurrence, or event, the happening of which authorized and empowered Landlord to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, default, occurrence, or event; and if a true copy of this Lease (the truth of which such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

Tenant's Releases, Authorizations and Waivers. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in any procedure or action to enter judgment by confession by virtue of the warrants of attorney contained in this Lease, and all liability therefor. Tenant further authorizes the prothonotary or any clerk of any court of record to issue a writ of execution or other process, and further agrees that real estate may be sold on a writ of execution or other process. If proceedings shall be commenced to recover possession of the Premises either at the end of the Term or sooner termination of this Lease, or for nonpayment of rent or for any other reason, Tenant specifically waives the right to any notice now or in the future required under any statute.

19. **Waiver of Notice.** Tenant hereby waives any right to notice to quit under the Landlord/Tenant Act of 1951, 68 P.S. §250.501 et seq., as amended.

20. **Environmental.**

(a) Tenant shall not deposit, store, use, handle, transfer, spill, discharge, permit the existence of, or, cause, allow or permit the escape, disposal or release of toxic or hazardous substances or materials, including those which are biologically active or chemically active, which shall include, but not be limited to, those substances listed in the Environmental Statutes, as defined below, polychlorinated biphenyls ("PCB's"), asbestos and materials containing PCB's and asbestos (collectively "Hazardous Materials"), in, around or from the Premises or the Landlord's property

as a whole. Tenant shall not store, use, or allow the storage or use of Hazardous Materials in or around the Premises or the Landlord's property as a whole in any manner not sanctioned by law or the highest standards prevailing in the industry for handling and storage of such Hazardous Materials. In the event that any such Hazardous Materials are required to be used by Tenant in the ordinary course of its business, Tenant shall send at least five (5) days' advance written notice to Landlord of the uses of such substances, including a copy of the applicable Material Safety Data Sheet ("MSDS"), if any, or other identification of such substances or materials. Landlord may deny or restrict Tenant's use or manner of use of such Hazardous Materials in or around the Premises; however, Landlord's failure to deny or restrict Tenant's use of Hazardous Materials or to advise Tenant of an objection to Tenant's use or manner of use of same at the Premises does not indicate Landlord's approval of such use and, in any event, Tenant shall remain strictly responsible and liable for any and all consequences, direct or indirect, resulting from the use of such Hazardous Materials in or around the Premises, including any hazard to the health and safety of the current or future occupants of the Premises, or other owners or occupants of the Premises adjacent to or in the vicinity of the Premises or the environment.

(b) Tenant shall conduct all its operations at the Premises in compliance with all federal, state and local statutes (including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (October 17, 1986) ("CERCLA"); the Resources Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. ("RCRA"); the Pennsylvania Solid Waste Management Act, 35 Pa.C.S. Section 6018.101 et. seq.; the Pennsylvania Clean Streams Law, 35 Pa.C.S. Section 691.1 et. seq.; and the Pennsylvania Hazardous Sites Cleanup Act, Act 108 of 1988, 35 Pa.C.S. Section 6020.101 et. seq. ("Pennsylvania Superfund"), the Clean Air Act, 42 U.S.C. Section 7401 et. seq., as amended by the Clean Air Act Amendments of 1990, the Clean Water Act, 33 U.S.C. Section 1251 et. seq., and all applicable federal, state and local statutes related to the environment now or hereafter enacted and any additions and amendments thereto and regulations enacted thereunder, ordinances, regulations, orders and requirements of common law, regarding, but not limited to, (i) discharges to the air, soil, surface or groundwater; and (ii) handling, utilizing, storage, treatment or disposal of any hazardous substances or toxic substances as defined therein ("Environmental Statutes"). Tenant shall obtain all permits, licenses or approvals and shall make all notifications and registrations required by Environmental Statutes and shall submit to Landlord, upon request, for inspecting and copying all documents, permits, licenses, approvals, manifests, and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Tenant shall also provide promptly to Landlord copies of any correspondence, notice of violation, summons, order, complaint or other document received by Tenant pertaining to compliance with Environmental Statutes.

(c) Tenant shall not install at the Premises any temporary or permanent tanks for the storage of any liquid or gas above or below ground except as stated above in Section 7, and except as in compliance with the other provisions of this section, and after obtaining written permission to do so from Landlord. Tenant shall take any actions necessary to prevent mold from forming in, on, and/or under the Premises.

(d) If, because of the manner in which Tenant operates its business, the Landlord, Landlord's mortgage lender or a governmental agency shall require testing by an environmental testing entity of its choice, to ascertain whether there has been a release of Hazardous Materials by Tenant, its agents, servants, employees or business invitees, in or around the Premises, the reasonable costs of such testing shall be reimbursed by Tenant to Landlord as additional Rent. Tenant shall execute affidavits or representations, at Landlord's request, stating that, to the best of Tenant's knowledge and belief, since the time that Tenant took possession of the Premises, there have been no and there presently are no Hazardous Materials present in the Premises.

(e) Tenant hereby agrees to defend and indemnify Landlord, and its agents, successors and assigns and to hold Landlord harmless of, from and against any and all expense, claims, actions, damages, judgments, attorney fees, consultants, loss, cost, fines, penalties, loss of value or liability suffered by Landlord by reason of Tenant's breach of any of the provisions of this section. This indemnification includes, without limitation, any and all costs incurred because of any investigations of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. In addition, if Tenant causes or permits the presence of any Hazardous Material on the Premises and this results in contamination, Tenant shall promptly at its sole expense, take any and all necessary actions to return the Premises or the Landlord's property as a whole to the condition existing before the presence of any such Hazardous Materials on the Premises, provided, however, that Tenant shall first obtain Landlord's approval for any such remedial action.

(f) The provisions of this section shall survive the termination of Tenant's tenancy or of this Lease.

21. **Notice.** Any notice, invoice or other item required to be given to a party herein shall be deemed sufficiently given if same is in writing and is personally delivered to a responsible officer of a party or is sent by ordinary mail addressed as follows:

Landlord: Debra E. Baker  
92 N. Dietz Mill Road  
Green Lane, Pennsylvania 18054

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

Either party may from time to time change its address for notice purposes by giving the other party notice in manner set forth above.

22. **Assignment and Subletting.** Tenant may not assign this Lease or sublet the Premises, or any portion thereof, without the prior written consent of Landlord in Landlord's sole and absolute discretion.

23. **Binding.** The covenants, terms, conditions, provisions and undertakings of this Lease shall extend to and be binding upon the successors and assigns of the respective parties hereto, as if they were in every case named and expressed; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the administrators, successors and assigns of such party, as if in each and every case so expressed.

24. **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

25. **Severability.** If any of the provisions of this Lease shall be declared invalid or unenforceable, the remaining provisions of this Lease shall continue in full force and effect.

26. **Entire Agreement and Modification.** This Lease contains the entire agreement between the parties and executory agreements hereafter made shall be ineffective to change, modify or discharge this Lease in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the charge, modification or charge is sought.

27. **Quiet Enjoyment.** Tenant, upon observing and keeping all covenants, agreements and conditions of this Lease on Tenant's part to be kept and observed, shall quietly have and enjoy the Premises throughout the Term without hindrance or molestation by Lessor or by anyone claiming by, from, through or under Lessor, subject, however, to the exceptions, reservations and conditions of this Lease.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have caused these presents to be executed on the day and year first above written.

**LANDLORD:**

By: \_\_\_\_\_  
Debra E. Baker

**Attest:**

**TENANT:**

LOWER SALFORD TOWNSHIP

By: \_\_\_\_\_  
Name: Joseph S. Czajkowski  
Title: Township Manager

By: \_\_\_\_\_  
Name: Keith A. Bergman  
Title: Chairman



*Lower Salford Township*  
*Montgomery County, Pennsylvania*

*Proclamation*

**ANNUAL COUNTRY FAIR DAYS  
BY THE BOARD OF SUPERVISORS OF LOWER SALFORD TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

The Harleysville Jaycees of Lower Salford Township, an organization dedicated to community services, initiated the “Country Fair Days” celebration in May of 1968. This celebration was instrumental in renewing community spirit through its friendly carnival atmosphere and its pledge to benefit the Harleysville Community Center and other community organizations with the income realized through this event.

NOW, THEREFORE, WE, THE BOARD OF SUPERVISORS OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, do hereby designate May 22, 23, 24, and 25, 2024 as “Country Fair Days” in Harleysville, and we strongly urge all residents of Lower Salford Township to participate in the activities.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS  
1st DAY OF MAY 2024.

BOARD OF SUPERVISORS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Joseph S. Czajkowski, Secretary



May 1, 2024  
Agenda



# 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  
Paul Fox - *Chairman*  
Nicholas Fountain - *Vice Chair*  
Marian Ellis  
Karen Lynch  
Barbara McGinnis

April 9, 2024

Mr. Joseph Czajkowski, Township Manager  
Lower Salford Township  
379 Main St.  
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 Fire Company Fire Police Unit on a mutual aid basis to the Skippack Fire Company Fire Police Unit for the Skippack Lions Club 5K and 1 Mile Fun Run on Saturday, June 22, 2024.

Kindly have your Fire Police Captain contact Fire Police Captain Andrew Parkins at 484-368-2769 or [andrewparkins@verizon.net](mailto: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,

Allison Louis  
Township Secretary

CC: Haydn Marriott, Fire Chief

