

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2024-11**

**Tuttle Subdivision**

**Acceptance of Cressman Road Right-of-Way**

**WHEREAS, MARK TUTTLE** ("Grantor") is the owner of a certain tract of land situate in Lower Salford Township, Montgomery County, Pennsylvania (the "Property") which land has been subdivided and has frontage along Cressman Road; and

**WHEREAS**, the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Lower Salford Township ("Grantee") for public use and enjoyment certain right-of-way along the Property's frontage on Cressman Road; and

**WHEREAS**, the Grantee, by accepting the Deed of Dedication and recording said Deed and this Resolution, accepts the parcels of ground, more particularly described in Exhibit "A" attached hereto and made a part hereof, as and for a public street, road, highway, trail, sidewalk, or utilities.

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Supervisors of  
Lower Salford Township for acceptance and recording.

**LOWER SALFORD TOWNSHIP**

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

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

## **Legal Description**

**EXHIBIT "A"**



July 16, 2024

**LEGAL DESCRIPTION  
TUTTLE SUBDIVISION  
CRESSMAN ROAD ULTIMATE RIGHT-OF-WAY  
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA  
PROJECT NUMBER 3239**

ALL THAT CERTAIN tract or parcel of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, being shown as Cressman Road Ultimate Right-of-Way on a Plan of Subdivision prepared for Mark H. and Donna K. Tuttle, by Richard C. Mast Associates, P.C., dated May 8, 2023, and last revised June 21, 2024, and being more fully described as follows:

BEGINNING at a point, on the title line in the bed of Cressman Road, T-417 (41.50 feet wide, as widened to 25 feet along the northwest side thereof), said point being on line of lands now or late of Colleen Lobel and Ian E. Rother (Block 20 Unit 12); thence, from said point of beginning, along said Lobel and Rother lands, North 45°00'00" West, for a distance of 25.22 feet to a point on the northwest ultimate right-of-way of Cressman Road; thence, along said ultimate right-of-way the following two (2) courses and distances: (1) along the arc of a circle curving to the left, having a radius of 325.00 feet, for an arc distance of 81.28 feet, said arc being subtended by a chord bearing North 50°49'58" East, for a distance of 81.07 feet to a point; (2) North 43°40'05" East, for a distance of 355.78 feet to a point on line of lands now or late of Daniel R. Quick and Kayla K. Damron (Block 20 Unit 14); thence, along said Quick and Damron lands, South 45°00'00" East, for a distance of 22.69 feet to a point on the title line in the bed of Cressman Road, aforesaid; thence, along said title line through the bed of Cressman Road, the following three (3) courses: (1) South 44°00'00" West, for a distance of 331.98 feet to a point; (2) South 43°30'00" West, for a distance of 87.61 feet to a point; (3) South 63°10'00" West, for a distance of 17.71 feet to the first mentioned point and place of beginning.

CONTAINING 0.2207 acres / 9,616 square feet of land, more or less.

Q:\ProjectAdmin\3200 Series\3239 - Tuttle Subdivision\13 Legal Descriptions and Exhibits\3239L001-Cressman.docx



Prepared By: Andrew R. Freimuth, Esquire  
Wisler Pearlstine, LLP  
Blue Bell Executive Campus  
460 Norristown Road, Suite 110  
Blue Bell, PA 19422

Return To: Same as above

Parcel No. 50-00-00457-00-6

**DEED OF DEDICATION**

**Tuttle Subdivision  
Cressman Road Right-of-Way**

THIS INDENTURE is made this 26<sup>th</sup> day of June, 2024,

**FROM**

**MARK H. TUTTLE and DONNA K. TUTTLE (deceased)** (hereinafter called "Grantor"), of  
the one part,

**TO**

**LOWER SALFORD TOWNSHIP**, a Township of the Second Class, Montgomery County,  
Pennsylvania (hereinafter called "Grantee"), of the other part;

**WITNESSETH:**

THAT the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America unto him well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has dedicated and by these presents does dedicate for public use and enjoyment as and for a public street, road, highway, trail, sidewalk, or utilities unto the said Grantee, its successors and assigns,

**ALL** those certain tracts or parcels of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof,

**WHEREAS**, Donna K. Tuttle departed this life on May 27, 2021, wherein title to the tract or parcel described herein was automatically transferred to her husband, Mark H. Tuttle, by operation of law,

**TO** have and to hold the tract or parcel of land above described and hereby dedicated, or mentioned and intended to be, unto the said Grantee, its successors and assigns, forever, as and for a public street, road or highway, trail, sidewalk or utilities, and for no other use or purpose whatsoever, and to the same extent and with the same effect as if the said tract or parcel of land had been opened by a Decree of the Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and pursuant to the laws of the Commonwealth of Pennsylvania.

**AND** the said Grantor, his heirs, successors and assigns, does by these presents, covenant, promise and agree to and with Lower Salford Township, its successors and assigns, that neither he, the said Grantor, nor his heirs, successors and assigns, shall or will at any time hereafter ask, demand, recover or receive of or from Lower Salford Township, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of the said tract or parcel of ground to grade as now established, and if such grade shall not be established at the date of these presents, that neither he, the said Grantor, nor his heirs, successors and assigns, shall or will at any time thereafter ask, demand, recover or receive any damages by reason of the physical grading of the said tract or parcel of ground to conform with the grades as first thereafter established or confirmed according to law.

**AND** the said Grantor, for himself and his heirs, successors and assigns, does covenant, promise and agree to and with the said Grantee, its successors and assigns, that he, the said Grantor, has not heretofore done or committed any act, matter or thing whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

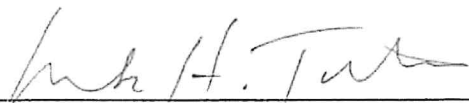
**AND** the said Grantor, for himself and heirs, successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that they, the said Grantor, shall and will warrant and forever defend the hereinabove described tract or parcel of land against him, the said Grantor, his heirs, successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him or any of them.

**AND** the Grantee, by accepting and recording this Deed, accepts the tract or parcel of ground described herein as and for a public street, road, highway, trail, sidewalk, or utilities.

(Signature page follows)

IN WITNESS WHEREOF, the Grantors have caused this Deed to be signed on the day  
and year first above written.

**GRANTOR:**

By:   
\_\_\_\_\_  
Mark H. Tuttle

Commonwealth of Pennsylvania :  
: SS

County of Montgomery :

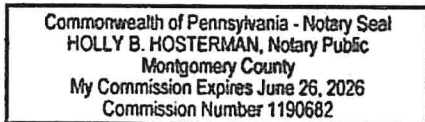
On this 26<sup>th</sup> day of June 2024, before me, a Notary Public in and for the State and County aforesaid, personally appeared Mark H. Tuttle, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes and consideration therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Holly B. Hosterman  
NOTARY PUBLIC

(NOTARIAL SEAL)

MY COMMISSION EXPIRES 6.26.26



**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION 2024-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOWER SALFORD  
TOWNSHIP AUTHORIZING AND DESIGNATING THE TOWNSHIP MANAGER AS  
THE OFFICIAL TO EXECUTE DOCUMENTS FOR THE TRANSPORTATION  
ALTERNATIVES SET-ASIDE PROGRAM REIMBURSEMENT GRANT AGREEMENT**

**WHEREAS**, Lower Salford Township, Montgomery County, Pennsylvania, desires to enter into a Transportation Alternatives Set-Aside Program Reimbursement Grant Agreement with the Commonwealth of Pennsylvania through the Pennsylvania Department of Transportation; and

**WHEREAS**, said Agreement will require a signature.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Lower Salford Township, Montgomery County, that the Township Manager of said Municipality be authorized and directed to execute and submit the Transportation Alternative Set-Aside Program Reimbursement Grant Agreement on its behalf.

**APPROVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**ATTEST:**

**LOWER SALFORD TOWNSHIP**

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

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

UPPER GWYNEDD TOWNSHIP  
**BOARD OF COMMISSIONERS**

1 PARKSIDE PLACE, NORTH WALES, PA 19454

PHONE 215-699-7777

July 10, 2024

SENT VIA EMAIL

Lower Salford Township

RE: Montgomery County Consortium  
2024 #2 Heating Oil Bid

To whom it may concern:

Please be advised that the bid for 2024 #2 Heating Oil has closed. We received one bid from Wilson of Wallingford in the amount of \$3.995 per gallon including delivery. All documents have been reviewed and are in order. The contract will be awarded at the Upper Gwynedd Township Board of Commissioners Meeting on July 15, 2024.

Each participating municipality is responsible for getting their own contract fully executed. I have attached the contract. Please make sure all information is correct. Contracts can be mailed to Wilson of Wallingford, Inc., Attn: David Polidore, 221 Rodgers Lane, Wallingford, PA 19086. You may also reach Mr. Polidore at 610-740-4233 as he is the Regional Sales Representative.

Should you have any questions, please do not hesitate to contact my office.

On behalf of the Board of Commissioners,

Sincerely,



Sandra Brookley Zadell  
Township Manager

SBZ/csd

Enclosure (s): 2024 #2 Heating Oil Contract  
Bid Tabulation

cc via email: Willard W. Troxel  
File

# Responses

Success: All data is valid!

Status	#	Description	Unit of Measure	Quantity Required	Unit Price	Total Cost
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Numeric

## Base Bid Pricing

Success: All values provided	#1-1	Average Posted Price in the US EIA (US Energy Information Administration) for Number 2 Fuel Oil: Publication Date: May 13, 2024	\$3.575/gallon	64100	0.42	\$ 26,922.00
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Success: All values provided	#1-2	DELIVERY ONLY of No. 2 fuel oil, as required, F.O.B. municipal storage tanks, in accordance with the attached specifications.	\$0.15/gallon	64100	0.42	\$ 26,922.00
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<b>Basket Total</b>						<b>\$ 53,844.00</b>
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<b>Grand Total</b>						<b>\$ 53,844.00</b>
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Average posted in the Oil Price Daily (OPD) + delivery fee of \$0.42 (unit price)



**CONTRACT**

THIS CONTRACT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 by and between Lower Salford Township (hereinafter called OWNER) and \_\_\_\_\_ Wilson of Wallingford \_\_\_\_\_ (hereinafter called CONTRACTOR.)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. GOODS.**

CONTRACTOR agrees to sell and OWNER agrees to purchase quantities and to honor prices as designated below:

Average Posted Price in the US EIA Average

No. 2 Fuel Oil	
Publication Date: May 13, 2024:	\$ <u>3.575</u>
Plus delivery, and so forth of:	+\$ <u>0.42</u>
	= \$ <u>3.995</u>
	(per gallon)

11,000. X Unit Bid Price \$3.995 = \$ 43,945.00  
(Total Bid Amount)

in accordance with the Contract Documents as defined herein. Deliveries of goods are to be made at a location specified by OWNER; otherwise all deliveries shall be F.O.B. designated location.

CONTRACTOR agrees to sell and OWNER agrees to purchase during the Contract Term the goods hereinafter set forth in such quantities as may be required by OWNER for any purpose as may be herein set forth, and as set forth in the Contract Documents, as may be amended. OWNER is not obligated to purchase any specified amount of such Goods; however, it is estimated that the following quantities will be required at the prices designated:

See Exhibit C in bid documents

OWNER reserves the right to purchase upon the terms set forth herein any additional quantities which it may require during the Contract Term.

CONTRACTOR shall and will proceed to deliver the Goods as specified in the notice to proceed and to complete the Contract in a timely manner in good workmanlike manner in all respects in accordance with the provisions of this Contract and to the satisfaction of OWNER.

**Article 2. CONTRACT TERM.**

The Contract Term shall be as specified in Paragraph 1.B.3, General Instructions, of the Notice to Bidders.

**Article 3. CONTRACT PRICE/PAYMENT PROCEDURES.**

OWNER shall pay CONTRACTOR in accordance with Paragraph 1.E of the Notice to Bidders.

**Article 4. PERFORMANCE BOND.**

CONTRACTOR shall furnish a performance bond, in an amount at least equal to the Total Bid, as security for the faithful performance and payment of all of CONTRACTOR'S obligations under the Contract Documents. The performance bond shall remain in effect for the Term of the Contract, or until completion of the Work to the satisfaction of the OWNER. The performance bond shall be in a form as provided in the Contract Documents, except as provided otherwise by applicable laws or regulations, and shall be executed by such surety that is duly licensed or authorized in the Commonwealth of Pennsylvania and as is named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the bond.

**Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Notice to Bidders.
- 5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.3 CONTRACTOR is aware of the general nature of Work to be performed.
- 5.4 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Notice to Bidders and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Notice to Bidders, including any Addenda thereto, are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 6. CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 6.1 This Agreement.
- 6.2 Bid Form.
- 6.3 Performance Bond and Insurance Certificate(s).
- 6.4 Notice to Bidders.
- 6.5 Non-Collusion Affidavit

**Article 7. MISCELLANEOUS.**

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.
- 7.4 This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Signatures required on the following page

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed three copies of this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR.

OWNER  
TOWNSHIP OF LOWER SALFORD

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Address for giving notices: 379 Main Street, Harleysville, PA 19438

CONTRACTOR \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

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\_\_\_\_\_ TOWNSHIP/BOROUGH  
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. \_\_\_\_\_

**MUNICIPAL WASTE COLLECTION AND RECYCLING ORDINANCE**

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

The Code of Ordinances of \_\_\_\_\_ are hereby amended by deleting \_\_\_\_\_ in its entirety and replacing it with a new \_\_\_\_\_ entitled Municipal Waste Collection and Recycling Ordinance as set forth below:

**Chapter \_\_\_\_\_  
Municipal Waste Collection and Recycling**

**Part 1 Municipal Waste Collection and Recycling**

**§101. Title.**

This Chapter shall be known and may be cited as the "Municipal Waste Collection and Recycling Ordinance."

**§102. Definitions.**

1. As used in this Chapter, the following terms shall have the following meanings:

**ACT 97**

The Solid Waste Management Act of 1980, as amended.

**ACT 101**

The Municipal Waste Planning Recycling and Waste Reduction Act of 1988, as amended.

**ALUMINUM CANS**

Empty, all-aluminum beverage and food containers.

**BI-METAL CONTAINERS**

Empty food or beverage containers constructed of a mixture of ferrous metal, usually steel, and nonferrous metal, usually tin.

**COMMERCIAL ESTABLISHMENT**

A building or buildings used or designed for use for commercial purposes, including, but not limited to wholesale, industrial, manufacturing, transportation, financial or professional services stores, markets, office buildings, restaurants, shopping centers, theaters, or other commercial activities.

**COMMUNITY ACTIVITIES**

Events sponsored in whole or in part by the [BORO/TOWNSHIP] or conducted within the [BORO/TOWNSHIP] and sponsored privately, which include, but are not limited to fairs, bazaars, socials, picnics, and organized sporting events that will be attended by 200 or more individuals per day.

**COMPOSTING FACILITY**

A facility for composting vegetative material, including leaves, garden residue and chipped shrubbery and tree trimmings that is permitted by the Commonwealth of Pennsylvania.

**CORRUGATED PAPER**

Paper products made of a stiff, moderately thick paper board, containing folds or alternating ridges, commonly known as “cardboard.”

**DWELLING UNIT**

A room or group of rooms within a building used, intended to be used or capable of being used as a complete housekeeping facility for one family, providing living, sleeping, cooking, dining and sanitary facilities.

**GLASS**

Products made from silica or sand, soda ash and limestone. The product may be transparent (clear) or colored (e.g., brown or green) and used as a container for packaging (e.g., jars) or bottling of various matter. Expressly excluded are non-container glass, window or plate glass, light bulbs, blue glass and porcelain and ceramic products.

**HIGH-GRADE OFFICE PAPER**

All types of high-grade, white or colored paper, bond paper and computer paper used in residential, commercial, institutional, and municipal establishments.

**INDUSTRIAL ESTABLISHMENT**

Any establishment engaged in manufacturing or processing, including, but not limited to, factories, foundries, mills, processing plants, refineries, and the like.

**INSTITUTIONAL ESTABLISHMENT**

An establishment engaged in service, including, but not limited to, hospitals, nursing homes, orphanages, schools, universities, churches, and social or fraternal societies and organizations.

**INTERMUNICIPAL AGREEMENT (IMA)**

The intermunicipal agreement adopted by the municipalities which are members of the Northern Montgomery County Recycling Commission.

**LANDLORD**

Any individual or organizational owner who rents and/or leases residential units, commercial space, or an industrial complex(es). Landlords own the properties in question and deal directly with their tenants or lessees.

**LEAF WASTE**

Leaves, garden residues, shrubbery trimmings, tree trimmings, and similar materials.

**MIXED PAPER**

All types of paper combinations, such as colored paper, carbonless forms, ledger paper, colored paper envelopes, mixtures of high-grade office paper and the like.

**MULTI-FAMILY RESIDENTIAL ESTABLISHMENT**

A building or buildings under single or multiple ownership and designed as a residence for four or more families living independently of each other and doing their own separate cooking therein, including apartments townhomes, or condominiums.

**MUNICIPAL ESTABLISHMENT**

Of or pertaining to any office or other property under the control of any branch or arm of the Federal Government of the United States of America, the Commonwealth of Pennsylvania, or any political subdivision of the Commonwealth of Pennsylvania including, but not limited to, the [BORO/TOWNSHIP], any counties, cities, boroughs, and municipal authorities.

**MUNICIPAL WASTE**

Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid commercial, material, resulting from the operations of residential, municipal, commercial or institutional establishments and from community activities and sludge not meeting the definition of residential or hazardous waste in the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as amended, 35 P.S. § 6018.101 et seq., from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials or Leaf Waste.

**MUNICIPAL WASTE COLLECTOR**

Any collector, remover, transporter, and disposer of municipal waste, recyclable materials, and/or Leaf Waste for owners or occupants of single-family residential establishments, multi-family residential establishments, commercial establishments, institutional establishments, municipal establishments, and community activities in the [BORO/TOWNSHIP].

## **MUNICIPAL WASTE CONTAINER**

A container designated by the property owner or resident for the storage of municipal waste. A municipal waste container may be provided by the [BORO/TOWNSHIP], property owner, resident or tenant, or the municipal waste collector.

## **NORTHERN MONTGOMERY COUNTY RECYCLING COMMISSION ("NMCRC")**

The legal entity established by and operating as agent for the municipalities hereunder who have delegated certain of their duties and powers respecting recycling, including but not limited to the development, implementation, and enforcement of common recycling programs. Presently the NMCRC is comprised of Ambler Borough, Franconia Township, Hatfield Township, Hatfield Borough, Lower Gwynedd Township, Lower Salford Township, Montgomery Township, North Wales Borough, Souderton Borough, Telford Borough and Towamencin Township and shall be deemed to include all new member municipalities and excepting member municipalities who have completed the withdrawal process.

## **NEWSPRINT**

Paper of the type commonly referred to as "newspaper" and distributed at stated intervals, usually daily or weekly, having printed thereon news and opinions and containing advertisements and other matters of public interest.

## **PARTICIPATING MUNICIPALITIES**

Those municipalities which have executed the intermunicipal agreement (IMA) and remain a member in good standing of the NMCRC.

## **PERSON**

An individual, partnership, association, corporation, institution, cooperative enterprise, municipal authority, federal government or agency, state institution or agency or any other legal entity which is recognized by law as a subject of rights and duties. In any provision of this Chapter prescribing a fine, imprisonment or penalty or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or any other legal entity having officers and directors.

## **PLASTIC CONTAINERS**

Empty and clean plastic containers that contained food, beverage, cleaning, laundry, and other household products. Includes only rigid containers marked with a recycling symbol and a single number (i.e., 1, 2, 5, or 7). Examples include soda and water bottles, milk and water jugs, laundry containers, produce and other food containers, and soap bottles; excludes expanded polystyrene containers and plastic containers larger than two gallons, such as buckets and laundry baskets.

## **RECYCLABLE MATERIALS**

Those materials specified by the [BORO/TOWNSHIP] for collection in accordance with this Part and recycling regulations that may be promulgated from time to time



for collection, processing, and recovery. These materials include Aluminum Cans, bi-metal containers, corrugated paper, glass containers, Leaf Waste, magazines, mixed paper, newsprint, high grade office paper, and plastic containers.

### **RECYCLING**

The collection, processing, recovery, and sale or reuse of recyclable materials, which could otherwise be disposed of or processed as municipal waste.

### **RECYCLING CONTAINER**

A container designated by the property owner or resident for the storage of recyclable materials. A recycling container may be provided by the [BORO/TOWNSHIP], property owner, resident or tenant, or the municipal waste collector. A recycling container must be durable, watertight, and be at least 13 gallons in size and no more than 35 gallons with a label indicating the container is for recyclable materials.

### **SINGLE-FAMILY RESIDENTIAL ESTABLISHMENT**

An occupied dwelling unit for human habitation, except multi-family residential establishment with four or more units. Home occupations incidental to the residential use within a dwelling unit are considered a "residential establishment."

### **SINGLE-STREAM RECYCLING**

Refers to a system in which all paper fibers, plastics, metals, tin, and other materials are mixed in a recycling container instead of being sorted into separate commodities (newspaper, paperboard, corrugated fiberboard, plastic, glass, etc.) by the resident.

### **SOURCE SEPARATION**

The separation of recyclable materials from municipal waste at the points of origin for the purpose of recycling.

2. All terms not separately defined in this Chapter that are contained in Act 97 and Act 101 are incorporated herein by reference.

### **§103. Legislative Intent.**

1. The reduction of the amount of Municipal Waste and conservation of Recyclable Materials is an important public concern because of the growing problem of Municipal Waste disposal and its detrimental impact on the environment. It is the intent of this chapter to require, promote and regulate Recycling activities in the BORO/TOWNSHIP and to protect the health, safety and welfare of residents.
2. This chapter has been developed to meet and implement municipal responsibilities established under Act 101.
3. It is the intent of this chapter to promote intergovernmental cooperation in Recycling activities by and among the municipalities comprising the NMCRC. Such cooperation is intended to more efficiently conduct Recycling programs and to reduce costs.

4. The BORO/TOWNSHIP's adoption of this chapter anticipates the assignment of certain of its duties and powers under Act 101 to the NMCRC with respect to Recycling activities and enforcement against violations of this chapter. Such assignment of duties and powers will be accomplished in accordance with Section 304(c) of Act 101 and as set forth in this chapter and in the intermunicipal agreement adopted by the member municipalities of the NMCRC. Duties and powers not assigned by this ordinance, the intermunicipal agreement or subsequent agreement shall remain with the BORO/TOWNSHIP.

#### **§104. Assignment of Program Responsibilities; Intergovernmental Cooperation.**

1. The BORO/TOWNSHIP recognizes that intergovernmental cooperation among the municipalities comprising the membership of the NMCRC will be of benefit to the BORO/TOWNSHIP by more efficiently conducting Recycling program activities. Intergovernmental cooperation efforts will include, but are not limited to, the following:
  - A. Development and implementation of reporting forms and grant applications and the filing of such forms and applications with the appropriate agencies.
  - B. Promulgation of rules and regulations pertaining to the Recycling program.
  - C. Authorization for the NMCRC Solicitor to seek enforcement against violations of this chapter as specified herein.
2. Intermunicipal Agreement.
  - A. In order to implement the intent and terms of this chapter, the BORO/TOWNSHIP, pursuant to the authority of the Intergovernmental Cooperation Act, Act of July 12, 1972, codified at 53 P.S. §§ 481 through 490, and Article 9, § 5, of the Constitution of the Commonwealth of Pennsylvania, has determined to enter into an intermunicipal agreement (IMA) between the municipalities comprising the NMCRC.
  - B. Terms and implementation of IMA. The terms and implementation of the IMA shall be as more fully set forth in the IMA and this chapter, as follows:
    - i. The NMCRC shall assist in the development, implementation and maintenance of a Recycling program for the municipalities comprising the NMCRC.
    - ii. The participating municipalities shall certify that they have enacted a municipal Recycling ordinance in a form substantially similar to this chapter by providing an executed and attested copy of the ordinance to the NMCRC Solicitor.
    - iii. The NMCRC shall be authorized to promulgate rules and regulations and administer and enforce those rules and regulations as desired or to delegate such enforcement to the member municipalities.

- iv. The NMCRC shall be authorized to enforce the IMA and select municipal ordinances enacted pursuant to the IMA.
  - v. The purpose of the IMA is to provide a relatively uniform and cost-effective Recycling program for the municipalities comprising the membership of the NMCRC and to minimize duplicative efforts by the member municipalities.
3. Findings under Intergovernmental Cooperation Act. As required by the Intergovernmental Cooperation Act of July 12, 1972, P.L. 762, No. 180, as amended, the following matters are specifically found and determined:
- A. The conditions of agreement are set forth in the IMA.
  - B. The duration of the term of the IMA is set forth in §§ 913 and 914 of the IMA.
  - C. The purpose of the IMA is to cooperate with the NMCRC and other participating municipalities in developing, implementing and maintaining a Recycling program.
  - D. The organizational structure necessary to implement the agreement is set forth in the IMA, with which the member municipalities shall cooperate.
  - E. The manner in which property, real or personal, shall be acquired, managed, licensed or disposed of is by way of lease or other contract unless otherwise set forth in the IMA.

**§105. Rules for Collection.**

The collection of Municipal Waste, Recyclable Materials, and/or Leaf Waste by Municipal Waste Collectors shall be made in compliance with this ordinance, or any other regulations adopted by the [GOVERNING BODY] to carry out the intent and purpose of this Chapter. Such rules and regulations shall be approved by resolution of the [GOVERNING BODY] and, when so approved, shall have the same force and effect as the provisions of this Part. Said rules and regulations may be amended, modified, or repealed by resolution of the [GOVERNING BODY].

**§104. Municipal Waste Requirements.**

- 1. All Persons generating Municipal Waste in the [BORO/TOWNSHIP] shall arrange with a Municipal Waste Collector for the collection and transportation of Municipal Waste.
- 2. Municipal Waste shall be placed in Municipal Waste Containers and the Municipal Waste Containers shall be placed curbside or in another designated location for collection by a Municipal Waste Collector. Under no circumstances shall Municipal Waste Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- 3. Municipal Waste Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to [ ] AM/PM of the

day before the collection day. Empty Municipal Waste Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than \_\_\_\_\_ AM/PM the day after collection.

4. In the event that Municipal Waste is not able to be collected, Municipal Waste Containers shall be brought off the curb until the new collection is scheduled.

#### **§105. Recycling Requirements.**

##### 1. Single-family Residential Establishment.

- A. Except as otherwise provided herein, all Persons owning or occupying Single-family Residential Establishments shall separate Recyclable Materials designated in this Chapter from Municipal Waste. Recyclable Materials shall be placed in Recycling Containers and the Recycling Containers placed curbside or in another designated location for collection by a Municipal Waste Collector. Under no circumstances shall Recycling Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- B. The following materials must be recycled at Single-family Residential Establishments: (1) a single-stream mix of Aluminum Cans, Bi-metal Containers, Corrugated Paper, glass containers, High-grade Office Paper, Mixed Paper, Newsprint, and Plastic Containers, and (2) Leaf Waste.
- C. All Persons owning or occupying Single-family Residential Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
- D. Requirements for Collection.
  - i. All Recyclable Materials must be placed in a Recycling Container separate from municipal and Leaf Waste.
  - ii. Recyclable Materials must be prepared to prevent the materials from being blown about or littered on streets or on private property. This may include placement of Recyclable Materials in Recycling Containers with latching lids.
  - iii. No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling or yard waste containers.
  - iv. Recycling Containers shall be placed curbside or in another location as designated by a Municipal Waste Collector for collection. Under no circumstances shall Recycling Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.

- v. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to \_\_\_\_ AM/PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than \_\_\_\_ AM/PM the day after the collection.
- vi. Recyclable Materials must be clean and dry and prepared according to the requirements of the [BORO/TOWNSHIP] or Municipal Waste Collector.
- vii. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.

## 2. Multi-family Residential Establishments.

- A. Owners, Landlords, or agents of owners or Landlords of a Multi-family Residential Establishment must establish a system for Source Separation, collection, transportation, and Recycling of the Recyclable Materials designated in this Chapter that are generated at Multi-family Residential Establishments. The system must include an appropriate number of labeled Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated at each Multi-family Residential Establishment. The system must also include written instructions to the residents of Multi-family Residential Establishments to inform them of the requirement to recycle and the use and availability of the collection program. The [BORO/TOWNSHIP] reserves the right, but not the obligation, to require additional Recycling Containers if the [BORO/TOWNSHIP] deems there are insufficient Recycling Containers to serve residents.
- B. The following materials are required to be recycled by multi-family establishments at a minimum: Aluminum Cans, Bi-metal Containers, Corrugated Paper, glass containers, High-grade Office Paper, Mixed Paper, Newsprint, Plastic Containers, and Leaf Waste.
- C. Owners, Landlords, or agents of owners or Landlords of Multi-family Residential Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
- D. No Person shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.
- E. Recyclable material collection frequency and collection day(s) shall be set by the owner, Landlord, or agent of an owner or Landlord of a Multi-family Residential Establishment and the Municipal Waste Collector and shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent

Recycling Containers from being overfilled and cause materials to be blown about or littered on [BORO/TOWNSHIP] streets and on private property.

- F. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 p.m. of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 p.m. the day after the collection.
  - G. Recyclable Materials must be clean and dry and prepared according to the requirements of the [BORO/TOWNSHIP] or Municipal Waste Collector.
  - H. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.
  - I. Owners, Landlords, or agent of an owner or Landlord who comply with the Chapter shall not be liable for the non-compliance of residents.
3. Commercial, Institutional, and Municipal Establishments.
- A. Owners, Landlords, or agents of owners or Landlords of a commercial, institutional, or Municipal establishment must establish a system for source-separation, collection, transportation, and Recycling of Recyclable Materials designated in this Chapter that are generated at each building. The system must include an appropriate number of labeled Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated at each building. It must also include written instructions to the tenants or occupants to inform them of the requirement to recycle and the use and availability of the collection program. The [BORO/TOWNSHIP] reserves the right, but not the obligation, to require additional Recycling Containers if the [BORO/TOWNSHIP] deems there are insufficient containers to serve occupants or tenants.
  - B. At a minimum, the following materials are required to be recycled in commercial, institutional, and Municipal Establishments: High-grade Office Paper, Corrugated Paper, Aluminum Cans, and Leaf Waste.
  - C. Owners, Landlords, or agents of owners or Landlords of a commercial, institutional, and Municipal Establishments must arrange with a Municipal Waste Collector for the separate collection, transportation, and Recycling of Recyclable Materials.
  - D. No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.
  - E. Recyclable material collection frequency and collection day(s) shall be set by the owner, Landlord, or agent of an owner or Landlord of a commercial, institutional, or Municipal Establishment and the Municipal Waste Collector, but shall occur no less than once a month. More frequent collection of Recyclable Materials may be necessary



to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on [BORO/TOWNSHIP] streets and private property.

- F. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to \_\_\_\_ AM/PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than \_\_\_\_ AM/PM the day after the collection.
- G. Recyclable Materials must be clean and dry and prepared according to the requirements of the [BORO/TOWNSHIP] or Municipal Waste Collector.
- H. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.
- I. The [BORO/TOWNSHIP] shall exempt Persons occupying commercial, institutional, and Municipal Establishments from the requirements of this Chapter if those Persons have otherwise provided for the Recycling of materials required to be recycled. To be eligible for exemption, the commercial, institutional, or Municipal Establishment must annually provide written documentation to the [BORO/TOWNSHIP] of the total number of tons recycled.

#### **§106. Recycling Community Activities.**

1. The organizers or sponsors of a Community Activity must establish a system for Source Separation, collection, transportation, and Recycling of Aluminum Cans, Plastic Containers, glass containers, Corrugated Paper, and High-grade Office Paper. Arrangements for the Source Separation and collection of these materials shall be the responsibility of the organizers or sponsors.
2. The organizers or sponsors of a Community Activity must establish a collection system that includes an appropriate number of Recycling Containers at easily accessible locations to accommodate the amount of Recyclable Materials generated. Community Activity organizers and sponsors must provide signage and/or labels on Recycling Containers to indicate what Recyclable Materials are to be source-separated by event participants.
3. Organizers or sponsors must arrange with a Municipal Waste Collector for the collection of Recyclable Materials.
4. No Persons shall place Recyclable Materials in municipal or Leaf Waste containers and no municipal or Leaf Waste shall be placed in Recycling Containers.
5. Recyclable Materials must be clean and dry and prepared according to the requirements of the [BORO/TOWNSHIP] or Municipal Waste Collector.

6. Organizers or sponsors of a Community Activity must provide a written report to the [BORO/TOWNSHIP] that lists the name of the Community Activity, the Municipal Waste Collector collecting Recyclable Materials, the total quantity of each recyclable material collected, and the name and affiliation of the Person submitting the report. Reports are to be submitted to the [BORO/TOWNSHIP] no later than thirty (30) days upon the conclusion of the event.

#### **§107. Leaf Waste.**

1. It is prohibited for any Person in the [BORO/TOWNSHIP] to put or cause to be put Leaf Waste in with Municipal Waste or Recyclable Materials. Leaf Waste shall be source-separated from Municipal Waste and Recyclable Materials generated on any property in the [BORO/TOWNSHIP] and stored in a separate Leaf Waste container until collection.
2. Nothing herein shall prevent any Person from utilizing Leaf Waste for compost, mulch, or other agriculture, horticulture, or landscaping purposes on the property where the Leaf Waste is generated.
3. Leaf Waste shall be scheduled for collection at least once per month. In the event [BORO/TOWNSHIP] has an agreement with a designated compost facility, collectors may reduce curbside collection of Leaf Waste to once in the spring and once in the fall. Collectors must provide 30 days' notice to customers and the [BORO/TOWNSHIP] of the collection dates for curbside collection of Leaf Waste in the spring and fall.
4. Leaf Waste containers shall be placed curbside or in another location as designated by a Municipal Waste Collector for collection. Under no circumstances shall Leaf Waste containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
5. Leaf Waste containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to \_\_\_\_\_ AM/PM of the day before the collection day.

#### **§108. Ownership of Recyclable Materials.**

Nothing in this Chapter or any regulation promulgated pursuant hereto shall be deemed to impair the ownership of Recyclable Materials by the Persons who generated them unless and until separated materials are placed at curbside or similar location and collected by a Municipal Waste Collector.

#### **§109. Municipal Waste Collector Requirements.**

1. Collection Requirements.



- A. Municipal Waste Collectors shall provide separate collection, removal, and transportation services for Municipal Waste, Recyclable Materials, and Leaf Waste.
- B. Recycling Containers shall be provided by the Municipal Waste Collector.
- C. Single-family Residential Establishments. Municipal Waste and Recyclable Materials shall be collected no less than once a week.
- D. Multi-family Residential Establishments. Recyclable material collection frequency shall be set by the owner, Landlord, or agent of an owner or Landlord of a Multi-family Residential Establishment and the Municipal Waste Collector but shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on [BORO/TOWNSHIP] streets and on private property.
- E. Commercial, Institutional, and Industrial Establishments. Recyclable material collection frequency shall be set by the owner, Landlord, or agent of an owner or Landlord of a commercial, institutional, or Municipal Establishment and the Municipal Waste Collector, but shall occur no less than once a week. More frequent collection of Recyclable Materials may be necessary to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on [BORO/TOWNSHIP] streets and private property.
- F. Leaf Waste. All Municipal Waste Collectors shall arrange with their customers to have Leaf Waste collected curbside or in another location as designated by a Municipal Waste Collector for collection separate from Municipal Waste and Recyclable Materials at a frequency of no less than once per month. More frequent collection of Leaf Waste by the Municipal Waste Collector may be necessary to prevent Leaf Waste containers from being overfilled and cause materials to be blown about or littered on [BORO/TOWNSHIP] streets and on private property. In the event [BORO/TOWNSHIP] has an agreement with a designated compost facility, collectors may reduce collection of Leaf Waste to once in the spring and once in the fall upon written approval from [BORO/TOWNSHIP].
- G. Municipal Waste Collectors shall be responsible for the processing and marketing of the Recyclable Materials or the delivery of Recyclable Materials to a Recycling processor. Such activities may be conducted by the Municipal Waste Collector or any agent thereof or a private entity conducting such business, a nonprofit entity able to undertake such effort or any governmentally owned or operated facility capable of such functions.

## 2. Recordkeeping Requirements.

- A. Municipal Waste Collectors shall be responsible for obtaining weight and volume data on all Municipal Waste, Recyclable Materials, and Leaf Waste collected.

- B. The records shall include the weight of the total quantities of Recyclable Materials and total quantities of Municipal Waste and an estimate of the corresponding volume of material for both Recyclable Materials and Municipal Waste. Estimates of the individual components comprising the commingled Recyclable Materials shall also be provided.
- C. Reporting of Leaf Waste may be in the form of estimates on either a cubic yard or tonnage basis collected.
- D. Written reports shall be provided to the [BORO/TOWNSHIP] and shall include the name and location of the processing center and/or Recyclable Materials dealer. Such reports shall include the name of the market or processor where Recyclable Materials are delivered and shall be signed by an officer of the Municipal Waste Collector. Said data shall be supplied to the [BORO/TOWNSHIP] on an annual basis by January 30<sup>th</sup> of each calendar year.
- E. Municipal Waste Collectors shall maintain records of their collection, removal, transportation and hauling activities and make them available for inspection by the [BORO/TOWNSHIP], in accordance with the rules and regulations of the [BORO/TOWNSHIP].
- F. Municipal Waste Collectors shall provide the [BORO/TOWNSHIP] with a summary of its proposed efforts, including the location of the facility(ies) to which the Recyclable Materials will be delivered. All such facility(ies) shall be appropriately licensed and have necessary approvals. Updates shall be provided to the [BORO/TOWNSHIP] within 30 days of when changes are made to initiating processing and marketing activities.

**§110. Prohibited acts.**

- 1. It shall be unlawful, and grounds for the suspension or revocation of an authorization, for any Municipal Waste Collector to:
  - A. Collect or transport Municipal Waste from Persons failing to Source Separate Recyclable Materials and Leaf Waste from Municipal Waste.
  - B. Comingle or mix Source Separated Recyclable Materials or Leaf Waste collected in the [BORO/TOWNSHIP] with Municipal Waste.
  - C. Fail to provide for the proper disposal of any Municipal Waste collected or transported within the [BORO/TOWNSHIP] in accordance with this Chapter, county, federal and state laws and regulations.
  - D. Fail to recycle Recyclable Materials and compost Leaf Waste in accordance with this Chapter and federal and state laws and regulations.

- E. Collect Municipal Waste, Recyclable Materials or Leaf Waste between the hours of \_\_\_\_ AM/PM and \_\_\_\_ AM/PM Eastern Standard Time or, when applicable, between \_\_\_\_ AM/PM and \_\_\_\_ AM/PM Eastern Daylight-Saving Time. Failure to comply with this provision shall subject a Municipal Waste Collector to enforcement by the [BORO/TOWNSHIP].
  - F. Load or operate any vehicle within the [BORO/TOWNSHIP] or transport Municipal Waste, Recyclable Materials, and/or Leaf Waste within the [BORO/TOWNSHIP] in such a manner as to allow Municipal Waste, Recyclable Materials, and/or Leaf Waste to fall upon public roads or upon land abutting the public roads in the [BORO/TOWNSHIP].
  - G. Fail to replace the containers with their lids or covers in place at the location of collection in an orderly manner and off roads, streets, and/or sidewalks.
2. It shall be a violation of this Chapter for any Person not affiliated with a Municipal Waste Collector to collect or pick up Recyclable Materials. Any and each collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereafter provided.
  3. The burning of Municipal Waste, Recyclable Materials and Leaf Waste shall be prohibited at all times in the [BORO/TOWNSHIP].
  4. It is unlawful for any Person in the [BORO/TOWNSHIP] to dump or deposit Municipal Waste, Recyclable Materials, Leaf Waste, or any other refuse on any property in the [BORO/TOWNSHIP].
  5. Containers of Municipal Waste, Recyclable Materials, Leaf Waste, or any other refuse must not be overfilled to provide for or allow materials to become displaced by natural or manufactured elements.
  6. All Persons in the [BORO/TOWNSHIP] are prohibited from storing, processing, or disposing of Municipal Waste, Recyclable Materials, and Leaf Waste on a property except at a facility or in preparation for the collection by a Municipal Waste Collector as provided herein. Notwithstanding the foregoing, Leaf Waste may be composted onsite.
  7. It shall be unlawful and a public nuisance for any Person to violate, cause or assist in a violation of any provision of this Chapter or violate, cause or assist in the violation of any rule, regulation or resolution promulgated by the [GOVERNING BODY] pursuant to this Chapter.

**§111. Enforcement, Violations and Penalties.**

1. Concurrent Jurisdiction. The [BORO/TOWNSHIP] and the NMCRC share concurrent jurisdiction for recycling violations of this ordinance pursuant to the IMA and protocols jointly established from time to time by the NMCRC and participating member municipalities.

2. Penalties. Any Person who violates any provision of this Chapter or of the regulations adopted hereunder or any Person who engages in unlawful conduct as defined in this Chapter shall, upon conviction thereof in a summary proceeding before a District Judge, be sentenced to pay a fine of not more than \$10,000 and not less than \$250. Each continuing day of any violation of this Chapter or unlawful conduct as defined in this Chapter shall constitute a separate offense punishable by a like fine or penalty.
3. Injunction. In addition to any other remedy provided in this Chapter, the [BORO/TOWNSHIP] may institute a suit in equity where unlawful conduct or a public nuisance exists as defined in this Chapter for an injunction to restrain a violation of this Chapter or any rules, regulations or resolution promulgated or issued by the governing body pursuant to this Chapter.
4. Concurrent remedies. The penalties and remedies prescribed by this Chapter shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the [BORO/TOWNSHIP] from exercising any other remedy provided by this Chapter or otherwise provided at law or equity.

**§112. Construal.**

The terms and provisions of this Chapter are to be liberally construed to best achieve and effectuate the goals and purposes hereof this Chapter shall be construed in *pari materia* with the Pennsylvania Code of Regulations, Storage, Collection, and Transportation of Municipal Waste and Act 101, and the rules and regulations adopted thereunder.

**SECTION II. Amended and Restated Intermunicipal Agreement – 2024.**

Pursuant to Section 2305 of the Pennsylvania Intergovernmental Cooperation Act, that certain intermunicipal agreement entitled Northern Montgomery County Recycling Commission Amended and Restated Intermunicipal Agreement – 2024, which is incorporated herein by reference, is hereby approved for signature and to enter into intergovernmental cooperation in accordance with the provisions set forth therein.

**SECTION III. - 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 governing body 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 IV. - Failure to Enforce Not a Waiver.**

The failure of the [BORO/TOWNSHIP] to enforce any provision of this Ordinance shall not constitute a waiver by the [BORO/TOWNSHIP] of its rights of future enforcement hereunder.

**SECTION V. - Effective Date.**

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

**SECTION VI. - 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 [GOVERNING BODY] of [BORO/TOWNSHIP], Montgomery County, Pennsylvania, this \_\_\_\_ day of \_\_\_\_\_, 2024.

[BORO/TOWNSHIP]

By: \_\_\_\_\_  
Chairman, President  
[GOVERNING BODY]

Attest: \_\_\_\_\_  
Secretary

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2024-05**

**AN ORDINANCE ESTABLISHING VOLUNTEER SERVICE TAX  
CREDIT PROGRAM; ENACTING TAX CREDITS FOR VOLUNTEER  
MEMBERS OF VOLUNTEER FIRE COMPANIES AND NONPROFIT  
EMERGENCY MEDICAL SERVICES AGENCIES; AND ESTABLISHING  
ADMINISTRATIVE PROCEDURES AND APPEALS**

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The Board of Supervisors of Lower Salford Township does hereby **ENACT** and  
**ORDAIN:**

**SECTION I. – Amendment to Code**

The Code of the Township of Lower Salford, Chapter 147 (Taxation), is hereby amended  
to add the following Article VII, entitled “Volunteer Service Tax Program”:

**§147-50 Volunteer Service Tax Credit Program Established.**

Pursuant to Act 172 of 2016, as amended by Act 91 of 2020, the Lower Salford Township Board of Supervisors hereby establishes a Volunteer Service Tax Credit Program to be administered in accordance with said Act and the Lower Salford Township Code of Ordinances.

**§147-51 Definitions.**

The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise.

**ACTIVE VOLUNTEER**

A volunteer for a volunteer fire company or nonprofit emergency medical service agency listed as an eligible entity in this article, who has complied with and is certified under the Volunteer Service Tax Credit Program.

**EARNED INCOME TAX**

A tax on earned income and net profits levied under Chapter 3 of the Act of December 31, 1965 (P.L. 1257, No. 511), known as “The Local Tax Enabling Act.”

**ELIGIBLE ENTITY**

Volunteer fire companies and nonprofit emergency medical services agencies identified in Section 147-53.

**ELIGIBILITY PERIOD**

The time frame when volunteers may earn credit under the Volunteer Service Tax Credit Program.

**EMERGENCY RESPONDER**

A volunteer who responds to an emergency call with one of the eligible entities listed in this article.

**EMERGENCY RESPONSE CALL**

Any emergency call to which a volunteer responds, including travel directly from and to a volunteer’s home, place of business or other place where he/she shall have been when the call was received.

**QUALIFIED REAL PROPERTY**

A residential real property owned and occupied as the domicile of an active volunteer.

**TAX OFFICER**

The appointed tax collector for tax collection district within which Lower Salford Township is located.

**VOLUNTEER**

A member of a volunteer fire company or a nonprofit emergency medical service agency.

**§147-52 Program Criteria.**

- A. The Lower Salford Township Board of Supervisors hereby establishes, and may from time to time establish by Resolution, the annual criteria that must be met to qualify for a tax rebate under the Active Volunteer Service Tax Rebate Program. Unless or until changed by Resolution, the criteria will remain unchanged from year to year.
- B. To qualify for a tax rebate under the Active Volunteer Service Tax Rebate Program, as of the date of the application, an individual must have been a member of an Eligible Entity for the entire Eligibility Period, and the individual must earn a minimum of 50



points in that same year from one or a combination of the following categories:

- (1) Emergency Response Calls
  - (a) Emergency Response Call - 2 points per Emergency Response Call
- (2) Training
  - (a) Department Training (Drill) - 2 points per training
  - (b) Training resulting in a national certification – 1 point per 4 hours
  - (c) Training resulting in a certificate issued by a recognized training agency – 1 point per 4 hours
  - (d) EMS Certification Training - 1 point per 4 hours
  - (e) EMS Continuing Education - 2 points per training
- (3) Meetings
  - (a) Eligible Agency business meeting - 2 points per meeting
  - (b) Company, County-wide and Regional Committee Meetings - 2 points per meeting
- (4) Fire Prevention/Public Education Activities
  - (a) Fire Prevention Activities - 2 points per event
  - (b) Other Public Education Activities- 2 points per event
- (5) Leadership Roles
  - (a) Chief Officer - 10 points per Eligibility Period
  - (b) Line Officer - 5 points per Eligibility Period
  - (c) Elected Board Member/ Administrative Officer – 10 points per Eligibility Period



- (d) Committee Chair - 5 points per Eligibility Period
- (e) Committee Member - 2 points per Eligibility Period
- (6) Other Activities
  - (a) Fundraising Events- 2 points per 8 hours
  - (b) Completion of a Fire Department Physical – 10 points per year
  - (c) Longevity - 2 points per 5 years of service as a Volunteer in the Eligible Agency
  - (d) Certification as a Firefighter I in accordance with NFPA standards – 10 points per year
  - (e) Certification as a Firefighter II in accordance with NFPA standards – 10 points per year
  - (f) Non-compensated Fire Police details- 2 points per detail
  - (g) Station staffing – 2 points per 4 hours

**§147-53 Eligible Entities.**

The Volunteer Service Tax Credit Program is available to residents of the Township who are volunteers of the following volunteer fire companies and nonprofit emergency medical services agencies below:

- A. Harleysville Community Fire Company.
- B. Harleysville Area Emergency Medical Services/Freedom Valley Medical Rescue.

**§147-54 Eligibility Period.**

To qualify for a tax rebate under the Active Volunteer Service Tax Rebate Program, a Volunteer must meet the criteria established in this article and any subsequent amendments, during the eligibility period running from January 1 until December 31 of each calendar year.

**§147-55 Recordkeeping.**

The Chief Officer of each Eligible Entity shall keep specific records of each Volunteer’s activities in a service log to establish credits under the Volunteer Service Tax Credit Program. Service logs shall be subject to

review by the Board of Supervisors, the State Fire Commissioner and the State Auditor General. The Chief Officer shall annually transmit to the Township a notarized eligibility list of all Volunteers that have met the minimum criteria for the Volunteer Service Tax Credit Program. The notarized eligibility list shall be transmitted to the Township no later than November 15 of each year for which Active Volunteer status is claimed. The Chief Officer shall post the notarized eligibility list in an accessible area of the Eligible Entity's facilities.

**§147-56 Application.**

Volunteers that have met the minimum criteria of the Volunteer Service Tax Credit Program shall sign and submit an application for certification to their Chief Officer or supervisor by no later than October 31 of the year for which Active Volunteer status is claimed. The Chief Officer shall sign the application if the volunteer has met the minimum criteria of the Volunteer Service Tax Credit Program, and forward the notarized eligibility list to the Township Manager by no later than November 15 of each year. Those whose eligibility applications were denied will be notified in writing by the same date.

**§147-57 Municipal Review and Eligibility Appeals.**

- A. The Township Manger shall review the applications for credit under the Volunteer Service Tax Credit Program and shall cross reference them with the notarized eligibility list. The Board of Supervisors shall approve all applicants that are on the notarized eligibility list. All applicants approved by the Board of Supervisors shall be issued a tax credit certificate by the Township Manager by no later than December 31.
- B. Those applicants whose applications were denied because they were not eligible Active Volunteers may appeal that denial to the entire Board of Supervisors and ask for reconsideration within 10 days of receiving the notice of denial. The Board of Supervisors shall decide all appeals by no later than February 15 and notify the appellants by that date. The decision by the Board of Supervisors shall be final. The Township Manager shall issue all successful appellants tax credit certificates following the decision of the Board of Supervisors and add them to the final official tax credit register.

**§147-58 Official Tax Credit Register.**

The Township shall keep an official tax credit register of all Active Volunteers that were issued tax credit certificates. The list of earned income tax credit recipients shall be sent to the Tax Officer and the list of

any real property tax credit recipients shall be sent to the Township Tax Collector by no later than December 31. The Township Manager shall issue updates, as needed, of the official tax credit register to the following:

- A. Board of Supervisors.
- B. Chief Officer of the volunteer fire companies and emergency medical services.
- C. Tax Officer.

**§147-59 Injured Volunteers.**

- A. An Emergency Responder that is injured during an Emergency Response Call may be eligible for future tax credits. The injury must have occurred while responding to, participating in, or returning from an Emergency Response Call with one of the Eligible Entities listed in this article.
- B. An injured Emergency Responder shall provide documentation from a licensed physician with the application for certification stating that his/her injury prevents him/her from performing duties to qualify as an Active Volunteer. In such a case, the injured Emergency Responder shall be deemed an Active Volunteer for that tax year.
- C. An injured Emergency Responder shall annually submit the application for certification along with updated documentation from a licensed physician stating that the injury still exists and prevents him/her from qualifying as an Active Volunteer. The injured Emergency Responder shall again be deemed an Active Volunteer for that tax year. An injured Emergency Responder shall only be deemed an Active Volunteer for a maximum of five consecutive tax years.

**§147-60 Earned Income Tax Credit.**

- A. Tax credit. Each Active Volunteer who has been certified under the Township Volunteer Service Tax Credit Program shall be eligible to receive a tax credit of up to \$500 of his/her earned income tax liability levied by the Township. When an Active Volunteer's earned income tax liability is less than the amount of the tax credit, the tax credit shall equal the individual's tax liability.
- B. Claim. An Active Volunteer taxpayer with an earned income tax credit certificate may claim a tax credit against his/her earned income tax liability levied by the Township when filing his/her final return for the preceding calendar year with the Tax Officer.

- C. Rejection of a claim. The Tax Officer shall reject a claim for a tax credit if the taxpayer is not on the official tax credit register issued by the Township Manager. If the Tax Officer rejects the claim, the taxpayer shall be notified in writing of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision. Appeals about a taxpayer's eligibility for Active Volunteer status shall be resolved as set forth in this article.

**§147-61 Real Property Tax Credit.**

- A. Tax credit. Each Active Volunteer who has been certified under Lower Salford Township's Volunteer Service Tax Credit Program shall be eligible to receive a real property tax credit against his/her Township real property tax liability in accordance with the following credit schedule:

To receive a 25% tax credit, 50 points must be achieved;  
To receive a 50% tax credit, 100 points must be achieved;  
To receive a 75% tax credit, 150 points must be achieved;  
To receive a 100% tax credit, 200 points must be achieved.

To claim more than a 25% tax credit, at least 50% of points must be earned from the Emergency Response Calls or Training categories in Section 147-52.B.

B. Claim.

- 1) An Active Volunteer taxpayer with a real property tax credit certificate may claim a tax credit against his/her qualified real property tax liability levied by the Township, including the Township's general fund millage and special tax levies. The tax credit shall be administered as a refund by the Township Tax Collector. An Active Volunteer shall file the following with the Township Tax Collector:

- a. A true and correct receipt from the Township Tax Collector of the paid Township real property taxes for the tax year in which the claim is being filed.
- b. The tax credit certificate issued in accordance with this article.
- c. Photo identification.
- d. Documentation that the tax paid was for Qualified Real Property as defined in this article.

- 2) If the Active Volunteer provides all documents required under this subsection, the Township Tax Collector shall issue the tax refund to the Active Volunteer.
- C. Rejection of the tax credit claim. The Township Tax Collector shall reject the claim for a Township real property tax credit if the taxpayer fails to provide the required documentation. If the Township Tax Collector rejects the claim, the taxpayer shall be notified in writing of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision.

**§147-62 Appeals.**

The process for appealing decisions made pursuant to this article shall be as follows:

A. Earned Income Tax Credit Appeals.

- 1) Any taxpayer aggrieved by a decision regarding eligibility for an earned income tax credit pursuant to the Township's Volunteer Service Tax Credit Program shall have a right to appeal said decision.
- 2) A taxpayer shall have 30 days to appeal a decision or rejection of a claimed credit by the Tax Officer in accordance with the Montgomery County Tax Collection Committee Appeals Board.
- 3) All appeals of decisions regarding rejection of a taxpayer's claim for an earned income tax credit pursuant to this article shall be made to the Montgomery County Tax Collection Committee Appeals Board.

B. Real Property Tax Credit Appeals.

- 1) Any taxpayer aggrieved by a decision regarding eligibility for a real property tax credit pursuant to the Township's Volunteer Service Tax Credit Program shall have a right to appeal said decision.
- 2) A taxpayer shall have 30 days to appeal a decision or rejection of a claimed credit by the Township Tax Collector.
- 3) All appeals of decisions regarding rejection of a taxpayer's claim for a real property tax credit pursuant to this article shall

follow the provisions of 2 Pa.C.S.A. Chapter 5, Subchapter B (relating to practice and procedure of local agencies), and 2 Pa.C.S.A. Chapter 7, Subchapter B (relating to judicial review of local agency action), also known as the “Local Agency Law.”

- C. Active Volunteer Eligibility Appeals. Any appeals from an initial determination by the Board of Supervisors that a resident taxpayer is not eligible for Active Volunteer status shall be decided by the Board of Supervisors in accordance with Section 147-57.

**SECTION II. - Severability**

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

**SECTION III. - Failure to Enforce not a Waiver**

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

**SECTION IV. - Effective Date**

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

**SECTION V. - Repealer**

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

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

**LOWER SALFORD TOWNSHIP**

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

Attest: \_\_\_\_\_  
**Joseph S. Czajkowski**, Township Manager/Secretary

**NOTICE**

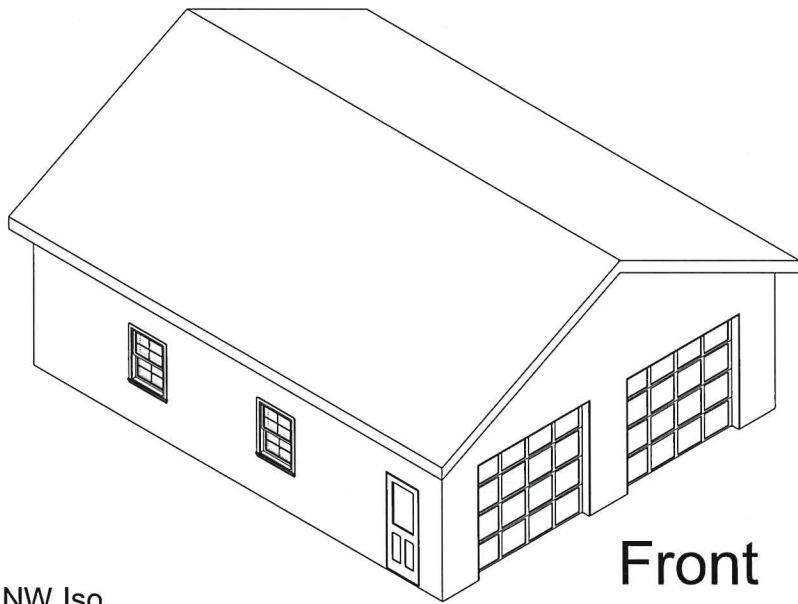
**NOTICE** is hereby given that the Board of Supervisors of Lower Salford, at its public meeting on \_\_\_\_\_, 2024 at 7:30 PM in the Township Building, 379 Main Street, Harleysville, Pennsylvania, will hold a public hearing on and could vote to adopt an ordinance entitled “Volunteer Service Tax Program Ordinance” establishing volunteer service tax credit program, enacting tax credits for volunteer members of volunteer fire companies and nonprofit emergency medical services agencies, and establishing administrative procedures and appeals.

Copies of the full text of the proposed Ordinance are available for examination during normal business hours at the Offices of Montgomery News, 307 Derstine Avenue, Lansdale, Pennsylvania 19446, the Montgomery County Law Library, Court House, Norristown, Pennsylvania 19401, and the Lower Salford Township Building, 379 Main Street, Harleysville, Pennsylvania 19438 where a copy of the proposed Ordinance may be obtained for a charge not greater than the cost thereof.

**JAMES J. GARRITY, ESQUIRE  
ANDREW R. FREIMUTH, ESQUIRE  
WISLER PEARLSTINE, LLP**

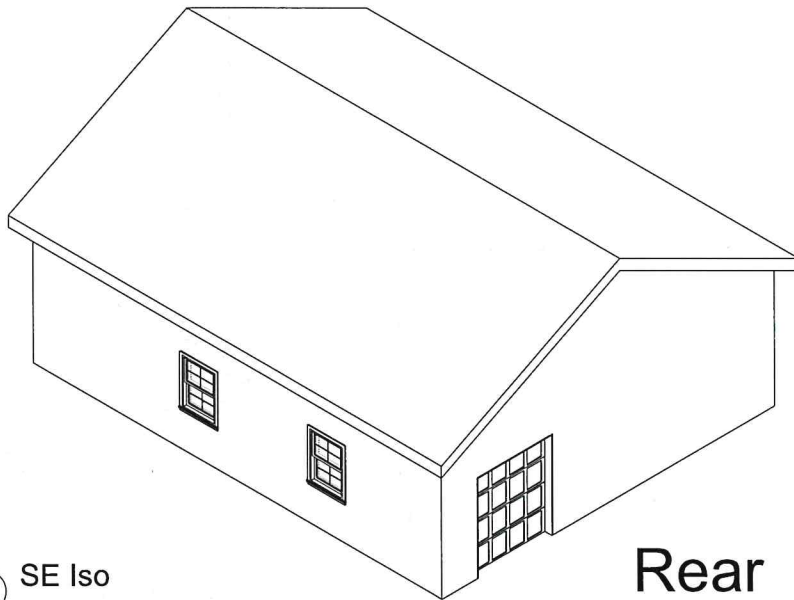
Solicitors for Lower Salford Township





Front

① NW Iso



Rear

② SE Iso



[www.autodesk.com/revit](http://www.autodesk.com/revit)

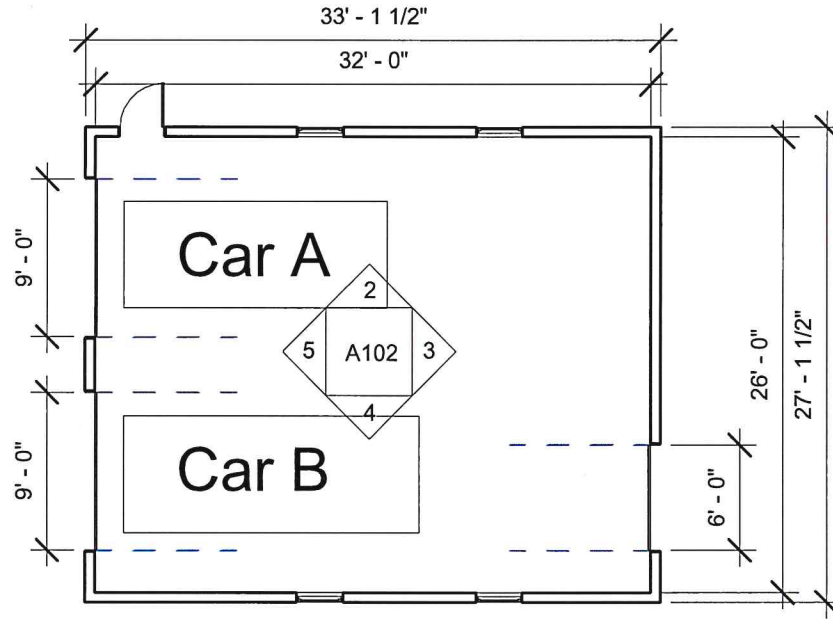
Arndt Garage  
193 Kinsey  
Road

Garage Isometric

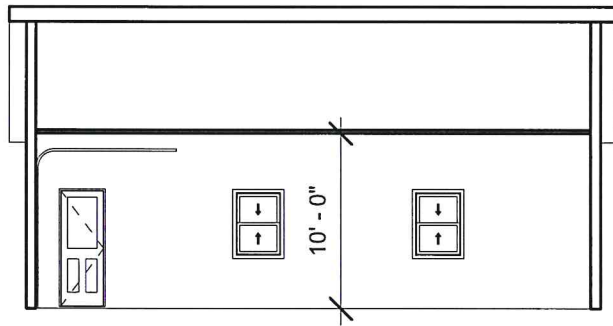
Project number	
Date	06/02/24
Drawn by	J. Arndt
Checked by	J. Arndt

A101

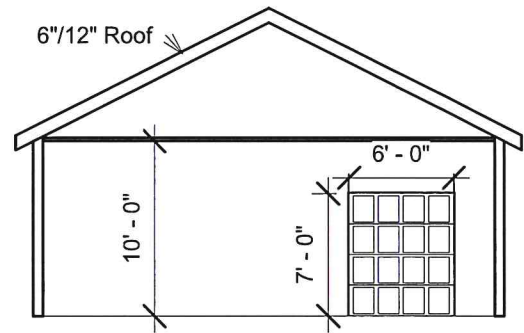
Scale



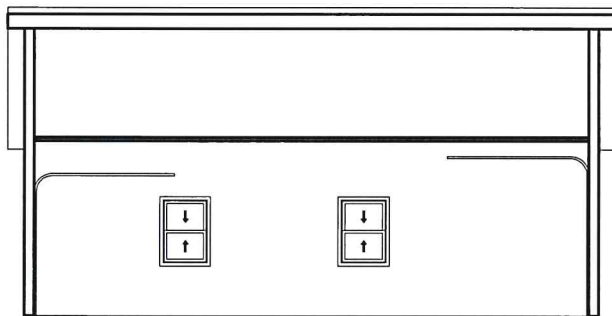
① Garage Plan  
1" = 10'-0"



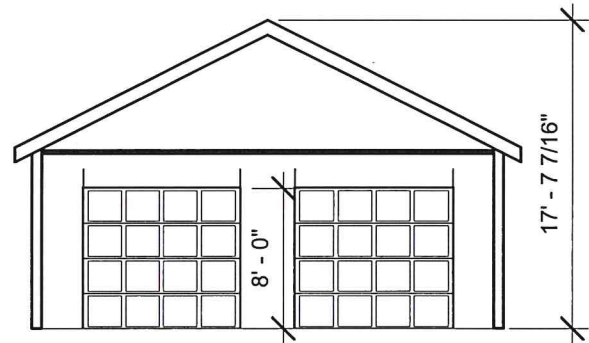
② Elevation 1 - a  
1" = 10'-0"



③ Elevation 1 - b  
1" = 10'-0"



④ Elevation 1 - c  
1" = 10'-0"



⑤ Elevation 1 - d  
1" = 10'-0"



www.autodesk.com/revit

Arndt Garage  
193 Kinsey  
Road

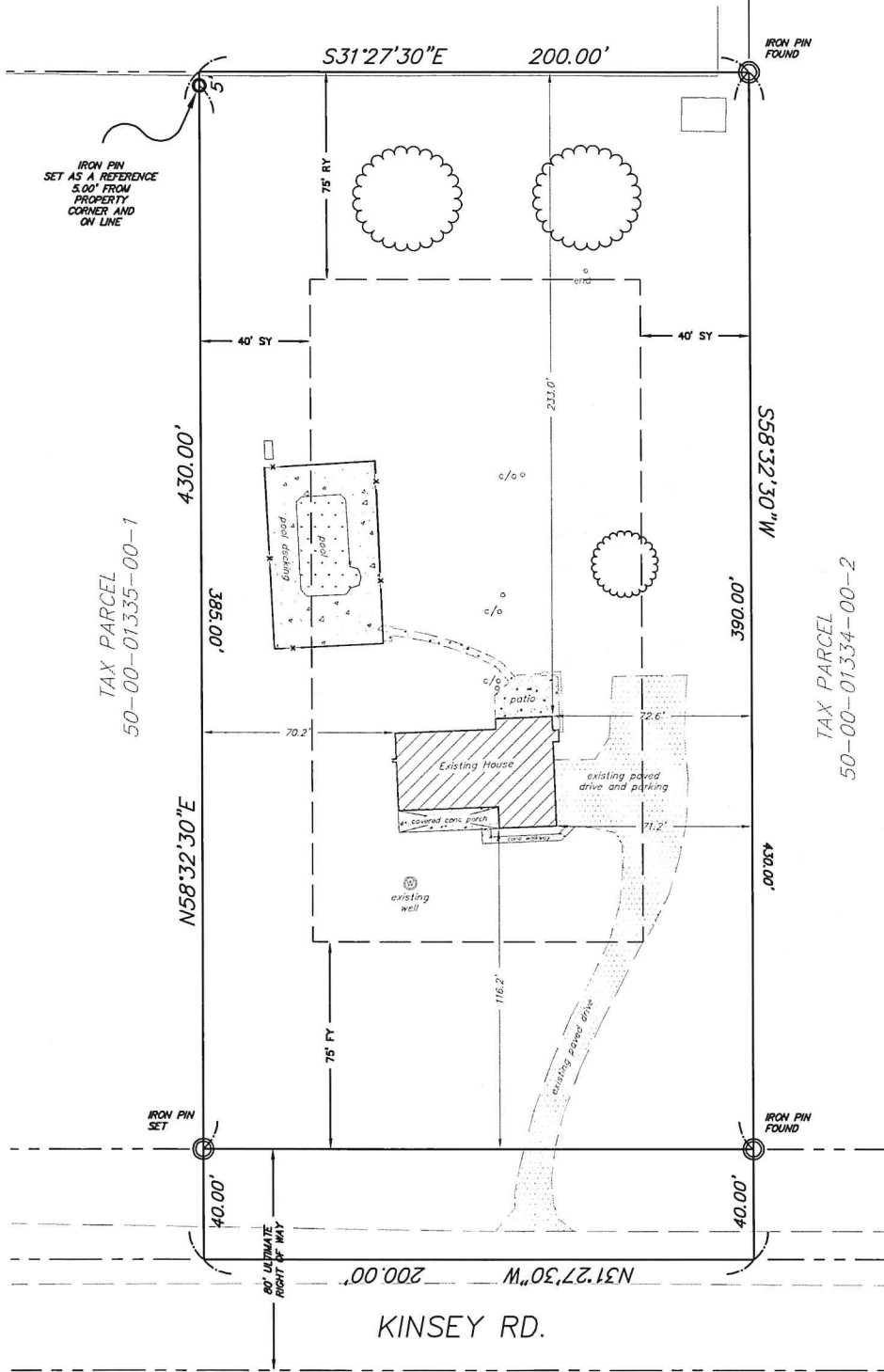
Plans - Interior Elevations

Project number	
Date	06/02/24
Drawn by	J. Arndt
Checked by	J. Arndt

A102

Scale 1" = 10'-0"

TAX PARCEL  
50-00-01336-00-9



NOTES:

1. OWNER OF RECORD: Jason Peter Arndt
2. BEING TAX PARCEL 50-00-01334-00-6  
193 Kinsey Rd.  
Harleysville, PA. 19438  
Lower Salford Twp., Montgomery County, PA.
3. NET AREA: 78,000± sq. ft. (1.791 ac.)
4. Existing conditions are shown according to a field survey completed 12/04/2023.
5. A Title Report was not provided for this survey. Property is subject to assessments and restrictions of record.

MINIMUM ZONING REQUIREMENTS  
R-1A RESIDENCE DISTRICT

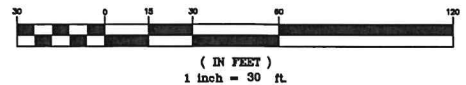
- MINIMUM NET LOT AREA = 80,000 S.F.
- MINIMUM LOT WIDTH = 200 FEET
- MAXIMUM BUILDING AREA = 10X
- MINIMUM FRONT YARD = 75 FEET
- MINIMUM SIDE YARD = 40 FEET
- MINIMUM REAR YARD = 75 FEET
- MAXIMUM BUILDING HEIGHT = 35 FEET



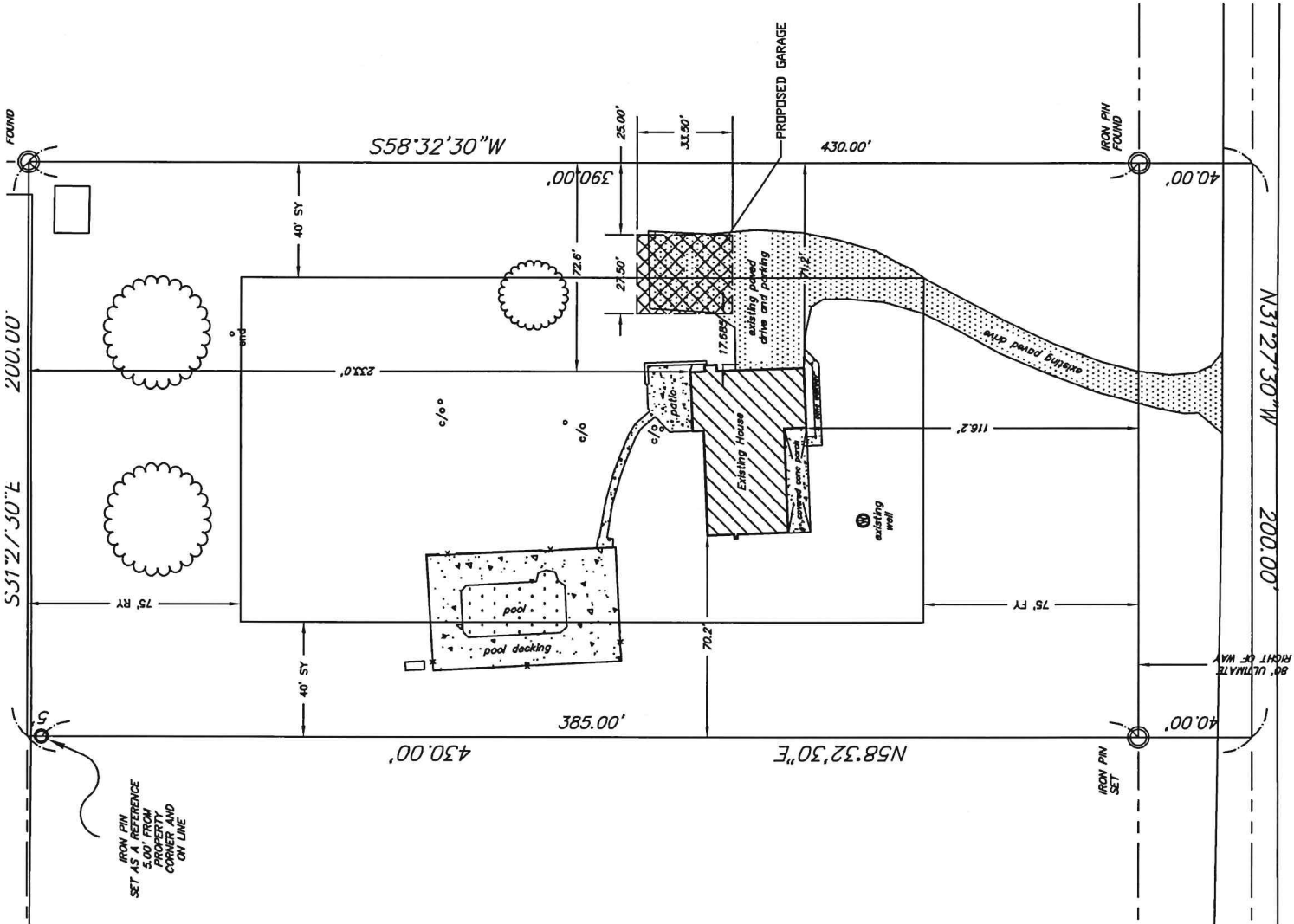
*Dean Kostenbauder*  
SIGNATURE

04/08/2024  
DATE

GRAPHIC SCALE



<p>DEAN KOSTENBAUDER PROFESSIONAL LAND SURVEYOR P.O. Box 2855, Warminster, PA. 18974 215-675-0770 naedk@msn.com</p>	<p>PLAN of SURVEY made for Jason Peter Arndt situate at 193 Kinsey Rd. Harleysville, PA. 19438 (Lower Salford Twp.), Montgomery County, PA.</p>
<p>T/P: 50-00-01334-00-6 DATE: January 04, 2024</p>	<p>SCALE: 1" = 30' SHEET 1 OF 1 DWG NO: 2333</p>



IRON PIN  
 SET AS A REFERENCE  
 CORNER FROM  
 SOUTHWEST  
 CORNER AND  
 ON LINE

KINSEY RD.



**DEED BK 6240 PG 02227 to 02232**  
**INSTRUMENT # : 2021095910**  
**RECORDED DATE: 08/13/2021 08:59:22 AM**



5985432-0021W

**RECORDER OF DEEDS**  
**MONTGOMERY COUNTY**  
*Jeanne Sorg*

One Montgomery Plaza  
 Swede and Airy Streets ~ Suite 303  
 P.O. Box 311 ~ Norristown, PA 19404  
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**


Page 1 of 6

<b>Document Type:</b> Deed	<b>Transaction #:</b> 6389368 - 2 Doc(s)
<b>Document Date:</b> 07/15/2021	<b>Document Page Count:</b> 5
<b>Reference Info:</b>	<b>Operator Id:</b> JSorg
<b>RETURN TO: (Ingeo)</b> Camelot Abstract 423 N. Main St Doylestown, PA 18901	<b>PAID BY:</b> CAMELOT ABSTRACT

**\* PROPERTY DATA:**

Parcel ID #:	50-00-01334-50-6
Address:	193 KINSEY RD
	HARLEYSVILLE PA
	19438
Municipality:	Lower Salford (100%)
School District:	Souderton Area

**\* ASSOCIATED DOCUMENT(S):**

<b>CONSIDERATION/SECURED AMT:</b> \$532,500.00	DEED BK 6240 PG 02227 to 02232
<b>TAXABLE AMOUNT:</b> \$532,500.00	Recorded Date: 08/13/2021 08:59:22 AM
<b>FEES / TAXES:</b>	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	
Additional Pages Fee \$2.00	
Affordable Housing Pages \$2.00	
State RTT \$5,325.00	
Lower Salford RTT \$2,662.50	
Souderton Area School District RTT \$2,662.50	
<b>Total:</b> \$10,740.75	
	<b>Jeanne Sorg</b> Recorder of Deeds

Rev1 2016-01-29

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.  
 \*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Prepared by and Return to:

LV Abstract, L.P.  
701 W. Market St  
PERKASIE, PA 18944  
484-765-0195

File No. 21-LV1682C  
UPI # 50-00-01334-506

**Property Address: 193 Kinsey Road  
Harleysville, PA 19438  
Montgomery County**

**This Indenture**, made the 15th day of July, 2021,

**Between**

**DANIEL A. SAUCY AND STEPHANIE A. SAUCY**

(hereinafter called the Grantors), of the one part, and

**JASON PETER ARNDT**

(hereinafter called the Grantee), of the other part,

**Witnesseth**, that the said Grantors for and in consideration of the sum of **Five Hundred Thirty-Two Thousand Five Hundred And 00/100 Dollars (\$532,500.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

See Attached Exhibit A

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in Lower Salford Township, Montgomery County, Commonwealth of Pennsylvania, bounded and described according to a Lot Subdivision plan property of Nellis Romaink (Romanik), widow, made by Herbert II, Metz, Inc., Registered Engineers and Surveyors, Lansdale, Pennsylvania, dated 8-26-1970 and last revised 9-22-1970 said Plan being recorded in the Office for the Recorder of Deeds in Norristown, Montgomery County, Pennsylvania, in Plan Book C-10 Page 67, as follows, to wit:

BEGINNING at a point on the title line in the bed of Kinsey Road (L.R. 460058) (80 feet wide at this point) said point being measured the two (2) following courses and distances from its point of intersection with the title line in the bed of Cressman Road (60 feet wide): (1) South 32 degrees 10 minutes 00 seconds East along the title line in the bed of Kinsey Road, 242.17 feet to a point; and (2) South 31 degrees 27 minutes 30 seconds East still along the title line in the bed of Kinsey Road 530.50 feet to the point of beginning; said point also being a point of corner of Lot No, 4 as shown on the above mentioned Plan; thence extending from said point of beginning North 58 degrees 32 minutes 30 seconds East and crossing the Northeasterly side of Kinsey Road 430 feet to a point a corner of lands now or late of Walter and Violet Young; thence extending along said lands, South 31 degrees 27 minutes 30 seconds East, 200 feet to a point a corner of Lot No, 6 as shown on the above mentioned Plan; thence extending along said lot, South 58 degrees 32 minutes 30 seconds West and re-crossing the Northeasterly side of Kinsey Road, 430 feet to a point in the bed of same; thence extending along same, North 31 degrees 27 minutes 30 seconds West, 200 feet to the first mentioned point and place of beginning.

BEING Lot No. 5 as shown on the above mentioned Plan.

Tax ID / Parcel No. 50-00-01334-50-6

Being the same premises which David Cardy and Jennifer E. Cardy by Deed dated 7/30/1999 and recorded 8/9/1999 in Montgomery County in Deed Book 5282 Page 2161 conveyed unto Daniel A. Saucy and Stephanie A. Saucy, in fee.

**Together with** all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

**To have and to hold** the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns, forever.

**And** the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors, and their heirs, will **WARRANT SPECIALLY** and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.



In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

**Sealed and Delivered**  
IN THE PRESENCE OF US:

\_\_\_\_\_

Daniel A. Saucy {SEAL}  
Daniel A. Saucy

\_\_\_\_\_

Stephanie A. Saucy {SEAL}  
Stephanie A. Saucy

Commonwealth of Pennsylvania } ss  
County of Montgomery

This record was acknowledged before me on July 15, 2021 by Daniel A. Saucy and Stephanie A. Saucy.

J.F.

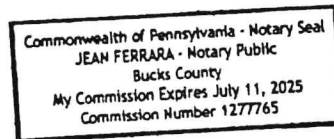
Notary Public  
My commission expires \_\_\_\_\_

The precise residence and the complete post office address of the above-named Grantee is:

**193 Kinsey Road  
Harleysville, PA 19438**

[Signature]

On behalf of the Grantee



File No. **21-LV1682C**

Record and return to:  
**LV Abstract, L.P.  
701 W. Market St  
PERKASIE, PA 18944**

# Deed

UPI # 50-00-01334-506

Daniel A. Saucy and Stephanie A. Saucy

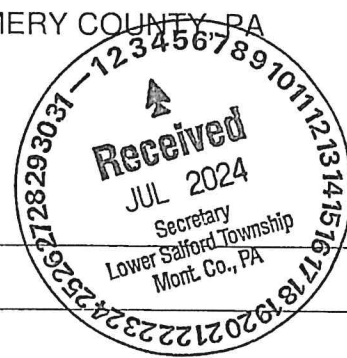
TO

Jason Peter Arndt

LV Abstract, L.P.  
701 W. Market St  
PERKASIE, PA 18944

LOWER SALFORD TOWNSHIP  
379 MAIN STREET  
HARLEYSVILLE, PA 19438-2391  
(215) 256-8087 FAX (215) 256-4869

MONTGOMERY COUNTY, PA



APPLICANT:

- A. Name: Mar Mar Homes
- B. Address: 400 Crossings Drive, Bristol, PA 19007
- C. Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_
- Applicant's interest in property: \_\_\_ Legal Owner \_\_\_  Equitable Owner \_\_\_ Tenant \_\_\_
- Other (specify) \_\_\_\_\_

REAL ESTATE OWNER:

- A. Name: Mary Slemmer
- B. Address: PO Box 194, Lederach, PA 19450
- C. Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

PROPERTY:

- A. Address: Hoffman Road
- B. Tax Parcel No.: 50-00-01099-01-2
- C. Tax Block No.: \_\_\_\_\_ Unit No. \_\_\_\_\_
- D. Deed Book: Date recorded: \_\_\_\_\_ Book/Page# \_\_\_\_\_
- E. Property Size: 265,762 SF
- F. Date Work will Commence: \_\_\_\_\_
- G. Zoning District: R-1A
- H. Existing Improvements and Use: Vacant
- I. Intended Use of Building, Structure and Property: Residential
- J. Previous Zoning Hearing Board action relative to this property?  
\_\_\_\_\_(yes)  (no) Date: \_\_\_\_\_ Application No. \_\_\_\_\_

ATTORNEY:

- Representation by legal counsel?  Yes \_\_\_\_\_ No
- Name: Michael J. Meginniss, Esquire
- Address: 680 Middletown Boulevard, Langhorne, PA 19047
- Telephone No.: 215-750-0110
- Email : MMeginniss@begleycarlin.com



**VARIANCE LIST AND STATEMENT IN SUPPORT  
OF ZONING APPEAL OF  
MAR MAR HOMES  
TMP # 50-00-01099-01-2**

The following variances from the Lower Salford Township Zoning Ordinance are Requested:

**Variances Requested:**

- A. **Section 164-28(A):** to permit a lot area and lot width of less than the required minimum of 80,000 square feet and 200 feet, respectively, as follows:
- a. Lot No. 1 – lot area of 32,474 sq. ft. and lot width of 113.6 ft.
  - b. Lot No. 2 – lot area of 30,226 sq. ft. and lot width of 125 ft.
  - c. Lot No. 3 – lot area of 38,739 sq. ft. (lot width will comply)
  - d. Lot No. 4 – lot area of 44,284 sq. ft. and a lot width of 178 ft.
  - e. Lot No. 5 – lot area of 34,589 sq. ft. and lot width of 151.5 ft.
  - f. Lot No. 6 – lot area of 32,876 sq. ft. and lot width of 126.2 ft.
- B. **Section 164-28(C):** to permit a front yard of 41.58 feet in depth with respect to Lot No. 1, instead of the minimum required of 75 feet, as follows:
- C. **Section 164-28(D):** to permit side yards of less than 40 feet wide, as follows:
- a. Lot No. 1 – side yards of 34.15 ft. and 41.31 ft., with an aggregate of 75.46 ft.
  - b. Lot No. 2 – side yards of 22.5 ft. and 32.96 ft., with an aggregate of 55.46 ft.
  - c. Lot No. 3 – a side yard of 29 ft.

**Statement in Support:**

Applicant, as equitable owner, is seeking variance relief to subdivide this property into six lots to be used for single-family detached dwellings, with associated stormwater management facilities to be managed cooperatively by the homeowners. In order to do so, Applicant requires variance relief from the area and width regulations of the Zoning Ordinance.

The proposed development is a permitted use in the zoning district. Applicant's relief is purely dimensional in nature. The proposal requires variance relief pertaining to lot area, lot width, and yards, as more specifically outlined above. A review of the surrounding properties shows that they are of smaller shapes and sizes than what Applicant is proposing. Thus, Applicant's proposed subdivision will be consistent with the surrounding properties and will not negatively impact the neighborhood. Applicant has reduced the size of the lots to maximize open space and provide for stormwater management facilities. The relief, if granted, represents the minimum variance relief that will afford Applicant the ability to subdivide this property and construct the proposed residential neighborhood. The development will not be contrary to the health, safety or welfare of the community.



**APPLICATION FOR:**

- A.  Variance from the terms of Chapter 164, Section 28, of the Code of the Township of Lower Salford, Harleysville, Pennsylvania amending Ordinance 62-6.
- B. \_\_\_\_\_ Special Exception pursuant to the terms of Article \_\_\_\_\_, Section \_\_\_\_\_, of the Code of the Township of Lower Salford, Harleysville, Pennsylvania, amending Ordinance No. 62-6.
- C. \_\_\_\_\_ Appeal from the decision of the Zoning Officer in (refusing or granting) a (building-use and occupancy) permit to \_\_\_\_\_
- D. Other: \_\_\_\_\_

**REASONS WHY APPLICATION/APPEAL SHOULD BE GRANTED:** \_\_\_\_\_

See attached variance list and statement in support

**APPLICATION MUST INCLUDE SUBMISSION OF ALL OF THE FOLLOWING:**

- A. Original and six (6) copies of the Zoning Hearing Board application
- B. Seven (7) copies of plot plan of the real estate to be affected, prepared by a registered surveyor or engineer, shall be submitted with this application. This plan must show present improvements and the additions intended to be made under the application or appeal, if any, indicating the size of such proposed improvements, material, and general construction thereof including the location and also the size and location of the lot and size of improvements now erected and proposed to be erected thereon. If a structure is proposed, **seven copies** of a floor plan and front elevation prepared by the architect or builder must also be submitted.
- C. Deed (7 copies)
- D. Agreement of sale or lease, if applicable (7 copies)

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

OWNER SIGNATURE: \_\_\_\_\_ - Equitable Owner *MARL-HALL FORD*

APPLICANT SIGNATURE: \_\_\_\_\_ - Equitable Owner *MARL-HALL FORD*

**RECORD OF SECRETARY – ZONING HEARING BOARD**

Application No.: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

VARIANCE	Approved _____	Denied _____
SPECIAL EXCEPTION	Approved _____	Denied _____

RESTRICTIONS (if any) \_\_\_\_\_

Secretary



















