

LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS MINUTES  
August 6, 2025

Chairman Keith Bergman called the Lower Salford Township Board of Supervisors meeting to order at 7:30 p.m. Supervisors present were Chris Canavan, Kevin Shelly, Dave Scheuren and Kent Krauss. Also, present were Joseph Czajkowski, Township Manager; Holly Hosterman, Assistant to the Township Manager; Director of Building and Zoning, Mike Beuke; Township Solicitor, Andy Freimuth; and Township Engineer, Michele Fountain.

Chairman Bergman led all in the Pledge of Allegiance.

Chairman Bergman asked everyone to rise for a moment of silence in memory of Jim Garrity, the Township's long serving Solicitor, who passed away recently.

Public Comment

There was no public comment.

Consent Agenda

Supervisor Canavan moved to approve the consent agenda as presented. Supervisor Scheuren seconded the motion. The motion passed 5-0.

Committee Reports

Chairman Bergman reminded those present that the schedule of upcoming Township meetings was listed on the bottom of the agenda.

Zoning Hearing Board

Mr. Beuke stated that there is no Zoning Hearing Board hearing scheduled for July.

Park Board

Mrs. Hosterman reported that the next meeting of the Park Board is scheduled for September 23<sup>rd</sup> at 7:00pm.

Fire Chief – There was no report.

Freedom Valley Medical Rescue – There was no report.

### Communications Committee

Supervisor Shelly reported that the Communications Committee picked winners in the communications sign up contest at their last meeting. The Committee continues to look at ways to get more resident informed and engaged. The next meeting of the committee is scheduled for August 20<sup>th</sup> at 7:30pm.

### Recreation Authority

Chairman Bergman reported that Authority Board did not meet in July. He said that the clubhouse is receiving a fresh coat of paint, and the course has been very busy.

### Unfinished Business

- A) Motion to Approve and Execute the Traffic Signal Installation and Maintenance Agreement – Maple and Main, LLC – 504 Main Street – Supervisor Canavan moved to approve and execute the agreement. Supervisor Scheuren seconded the motion. The motion passed unanimously.
- B) 29 Mainland Road – Waiver Request – Rich Kapusta, developer of the property, asked for a waiver on the height of the fencing shielding the dumpster to be located on the site noting that the dumpster to be installed was only 4ft tall, so was asking for a waiver from installing the required 6ft tall fence and in lieu would install a 5ft high fence. Supervisor Canavan moved to approve the waiver request. Supervisor Scheuren seconded the motion. The motion passed unanimously.
- C) 10 Schoolhouse Road – Resolution for Plan Approval – This item was removed from the agenda at the request of the applicant.
- D) Resolution 2025-18 – 417 Main Street – Isabelle’s Kitchen – Waiver of Land Development Approval – Richard Mast, Engineer for the applicant, gave an overview of the project noting that the property owner wished to build an 850 square foot addition for the installation of a boiler. Supervisor Canavan moved to approve the waiver request, noting however that the curbs and sidewalks required, would be deferred and not waived. Supervisor Scheuren seconded the motion. The motion passed unanimously.

## New Business

- A) Resolution 2025-19 – Establishing Procedures for Reviewing Open Space Property for Acquisition by the Township – Supervisor Canavan moved to adopt Resolution 2025-19. Supervisor Scheuren seconded the motion. The motion passed unanimously.
- B) Motion to Adopt the 2025 Open Space Map as Recommended by the Planning Commission – Supervisor Canavan noted that 21% of Township land is preserved open space and it is his hope that that number increases. Supervisor Canavan moved to adopt the 2025 Open Space Map. Supervisor Scheuren seconded the motion. The motion passed unanimously.
- C) Resolution 2025 – 20 – Approving the Jr. Supervisor Program – Supervisor Shelly moved to adopt Resolution 2025-20. Supervisor Canavan seconded the motion. The motion passed unanimously.
- D) Resolution 2025 – 21 – Approval of Application to the DCED’s Main Street Matters Grant Program – Chairman Bergman noted that this application was for funding to install decorative streetlights along Main Street in Harleysville. Supervisor Canavan moved to adopt Resolution 2025-21. Supervisor Scheuren seconded the motion. The motion passed Unanimously.
- E) 221 Main Street – Burger King Architectural Plans – Review – As per the development agreement for the project, the Board reviewed the plans for the proposed Burger King restaurant.
- F) Motion to approve the 2025-2026 Consortium Heating Oil Bid Contract – Rhoads Energy – Supervisor Canavan moved to approve the contract. Supervisor Scheuren seconded the motion. The motion passed unanimously.
- G) Motion to approve Updated Freedom Valley Medical Rescue Bylaws – Mr. Freimuth said that he and Limericks solicitor have reviewed the changes and recommend their approval. Supervisor Canavan moved to approve the updated bylaws for FVMR. Supervisor Scheuren seconded the motion. The motion passed unanimously.

Public Comment – Supervisor Shelly asked those that attend or watch the regular board meetings to be sure to watch the work session meetings as that is where many of the decisions made at the regular meetings are discussed in depth.

There being no further business, Mr. Freimuth moved to adjourn at 7:55 pm.

Respectfully Submitted,

Joseph Czajkowski

Township Manager

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 2025-22**

**PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL**

**SBE Realty, LP 10 Schoolhouse Road Development**

**WHEREAS, SBE REALTY, LP** (“Developer”) is the owner of a certain tract of land consisting of approximately 12.79 acres located at 10 Schoolhouse Road in Lower Salford Township, Montgomery County, Pennsylvania, more particularly identified as Montgomery County Tax Parcel No. 50-00-04024-00-3 (the "Property"); and

**WHEREAS,** the Property is currently improved with a one-story 20,070 square-foot building (currently used for office and warehouse), a one-story 9,587 square-foot office building, and a 20,000-square-foot building (also currently used for office and warehouse), paved parking areas, stormwater management facilities, and other related improvements; and

**WHEREAS,** Developer proposes the construction of a fourth building that will consist of 30,000 square feet of office space and associated parking, and the existing buildings will be converted to warehouse use only (the “Development”); and

**WHEREAS,** the Development is more particularly shown on plans prepared by STA Engineering, Inc., being plans consisting of sixteen (16) sheets dated February 10, 2025, last revised April 28, 2025, and an Erosion and Sediment Control and Post Construction Stormwater Management Plan Narrative prepared by STA Engineering, Inc. dated February 10, 2025, last revised April 28, 2025 (collectively, the “Plans”); and

**WHEREAS**, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

**WHEREAS**, the Developer desires to obtain preliminary/final land development approval of the Plans from Lower Salford Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

**NOW, THEREFORE, BE IT RESOLVED** that Lower Salford Township hereby grants preliminary/final approval of the land development shown on the Plans described herein, subject, however, to the following:

1. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following provisions of the Lower Salford Township Subdivision and Land Development Ordinance:

a. Section 142-12.C, requiring the submission of a separate preliminary plan. A waiver is granted to permit the submission of a preliminary plan and final plan concurrently.

b. Sections 142-26.E and 142-35.C, requiring installation of curbs and sidewalks along all common parking areas. A waiver is granted to allow the Developer to forego installation of curb and sidewalk along the southwestern edge of the proposed parking area in order to allow stormwater runoff to sheet flow into the existing stormwater basin on the Property.

c. Section 142-42.G(5)(a)[2], requiring installation of certain site element screening and landscaping around dumpsters, trash disposal, or recycling areas. A partial waiver is granted to allow the Applicant to provide a six-foot opaque fence on three sides of the existing dumpster area without the required landscape components, due to the location of the dumpster

area in a paved area and on a concrete pad that is not conducive to installation and maintenance of landscape screening material.

2. At this time, the installation of required curbing along the Property's frontage on Wambold Road and a trail or sidewalk along the Property's frontage on Schoolhouse Road in accordance with Sections 142-41 and 142-41.C of the Lower Salford Township Subdivision and Land Development Ordinance shall be deferred until such time as the Township deems it necessary to require the installation of such deferred curbing and trail or sidewalk. Developer shall add a note to the Plans stating that the required installation of curbing and trail or sidewalk has been partially deferred as set forth in this Resolution until such time as the Township deems it necessary to require the installation of the same, at which time such improvements will be installed by the owner of the Property at their sole cost and expense. The language of the note shall be reviewed and approved by the Township Engineer and Township Solicitor prior to the recording of the Plans. The Developer shall revise the Plans prior to recording to depict the required grading for future trail or sidewalk installation to the satisfaction of the Township Engineer and such grading shall be completed as part of the Development. In addition, since the potential future trail or sidewalk along the Property's frontage on Schoolhouse Road could be located at least partially outside the legal right-of-way due to the location of existing trees along the frontage, the Developer shall revise the Plans to depict a trail/sidewalk easement in favor of the Township for the future construction by the Developer or its successors in interest to the Property as set forth herein, which easement area shall be acceptable to the Township Engineer. The Developer shall also execute an easement agreement with the Township with regard to the future construction of, and pedestrian access to such trail or sidewalk. The terms and conditions of the easement agreement shall be satisfactory to the Township Solicitor and the easement agreement shall be recorded simultaneously with the Plans.

3. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated June 12, 2025, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit "A".

4. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Traffic Engineer's review letter dated June 19, 2025, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit "B".

5. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with Lower Salford Township. The Agreement shall be satisfactory to the Township Solicitor and the Developer shall obligate itself to complete all of the required improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said required improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

6. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with all expenses charged to the Developer) in the event that the maintenance responsibilities with regard to the stormwater facilities are not fulfilled after reasonable notice to do so. The terms and conditions of the declaration shall be satisfactory to the Township Solicitor, and the declaration shall be recorded simultaneously with the Plans.

7. Prior to recording the Plans, Developer shall pay to the Township a Traffic Impact Fee, which is attributable to the projected "new" weekday afternoon peak hour trips



generated by the Development, as set forth below. The total Traffic Impact Fee shall be in the amount of Fifty-three Thousand Sixty-four and 00/100 Dollars (\$53,064.00). The fee is calculated based on the generation of eighteen (18) total “new” weekday afternoon peak hour trips at a rate of Two Thousand Nine Hundred Forty-eight and 00/100 Dollars (\$2,948.00) per trip, in accordance with the Lower Salford Township Traffic Impact Fee Ordinance.

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

9. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

10. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans and this Preliminary/Final Approval Resolution shall be borne entirely by Developer and shall be at no cost to the Township.

11. Prior to the start of construction, Developer shall notify the Township Manager and the Township Engineer and schedule a preconstruction meeting with the Township. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (regardless of whether such grading or ground clearing is for the construction of private or public improvements) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers

(acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

12. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Agreement must be accomplished within ninety (90) days of the date of this Resolution, unless a written extension is granted by Lower Salford Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent preliminary/final approval shall expire and be deemed to have been revoked.

13. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 and the deferrals granted in Paragraph 2 (which waivers and deferrals are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraphs 1 and 2 and the conditions set forth above, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

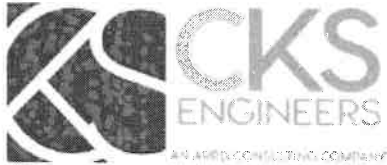
**APPROVED** at the public meeting of the Lower Salford Township Board of Supervisors held on September 3, 2025.

**LOWER SALFORD TOWNSHIP**

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

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

## TOWNSHIP ENGINEER REVIEW LETTER



CKS Engineers  
4259 West Swamp Road, Suite 410  
Doylestown, PA 18902  
P: 215.340.0606  
www.cksengineers.com

June 12, 2025  
Ref: #4601-055

Lower Salford Township  
379 Main Street  
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning

Reference: 10 Schoolhouse Road  
SBE Realty, LP Land Development  
Preliminary/Final Subdivision and Land Development Review (2<sup>nd</sup> Review)  
T.M.P No. 50-00-04024-00-3

Dear Mike:

We have received the land development submission pertaining to the construction of a three-story, 10,000-square-foot office building and parking lot expansion at 10 Schoolhouse Road that were forwarded to our office for review. The plans, consisting of 12 sheets, and the Erosion & Sediment Control and Post-Construction Stormwater Management Plan Narrative are both prepared by S.T.A. Engineering, Inc. and both are dated February 10, 2025, and both are last revised April 28, 2025. Also included was a Traffic Generation Analysis Memorandum prepared by Heinrich & Klein Associates, Inc. dated April 25, 2025.

We note that the proposed development is on a parcel that is approximately 12.79 acres in size and is located at the southwest corner of the intersection of Schoolhouse Road (SR 1007) and Wambold Road (SR 1008) within the I-Industrial Zoning District. The site currently contains a 20,070-square-foot one-story building (existing 8,000-sf office and 12,000-sf warehouse), a 9,587-square-foot one-story office building, and a 20,000-square-foot building (existing 3,070-sf office and 17,000-sf warehouse). The applicant is proposing to convert the three existing buildings into warehouse uses only and to add a fourth building which will be a three-story office building with a 10,000-square-foot footprint along with a parking lot expansion. Retrofit of an existing stormwater basin is proposed to manage the stormwater generated by the proposed development.

As per your request, we have reviewed the submission in accordance with the Zoning, Subdivision and Land Development and Stormwater Management Ordinances of Lower Salford Township and offer the following comments for consideration by Township Officials:

### I. ZONING ISSUES

The following comments are based upon the provisions of the Lower Salford Township Zoning Ordinance:

1. The proposed office building is a use permitted by right in the I-Industrial Zoning District. (164-72.B)

**EXHIBIT "A"**

2. The proposed use of existing Building Nos. 1 through 3 is to be a warehouse use which is permitted by-right in the I-Industrial Zoning District. (164-72.C)
3. A lighting plan is provided on Sheets 15 and 16; however, it is only for the work area at proposed Building No. 4. Further, illumination levels are not provided at the southern and eastern facades of the building where it will front the adjacent streets. The plan must provide complete data at the entire building perimeter. Additionally, the light distribution type for luminaire S2-1 must be illustrated similar to the other free-standing lights. A detail for light standards must also be provided. (164-25.2.D, 164-25.2.E and 142-15.D.1.I)
4. The applicant should clarify if fixture type 'FL' has the capacity to provide lighting colors other than white. Per the Lighting Schedule on Sheet 15, the "RGB" manufacturer's catalogue nomenclature may allow for alternate lighting colors. The Township should indicate if alternate colors are acceptable.

## II. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

The following comments are based on the requirements of the Lower Salford Township Subdivision and Land Development Ordinance.:

1. The applicant proposes a sanitary lateral connection to an existing main; however, this existing main passes below the portion of the proposed building without a basement. We recommend the existing main be relocated around the existing building or the pipe be encased with concrete for the segment which will remain below the building. (142-15.C.3 and 142-15.D.3.a)
2. Additional widening may be required along Wambold and Schoolhouse Roads. We defer to the Township Traffic Engineer for all required improvements. The applicant's traffic engineer states that each driveway along Schoolhouse Road will remain a low-volume driveway based upon the number of anticipated trips.(142-29.E)
3. We have the following general recommendations relative to the landscape design (142-42):
  - a. Shrub spacing should be reflected in the plan view as noted in the Plant Schedule. We recommend the spacing between the Winterberry and Red Twig Dogwood shrubs be revised to be 8 ft. on center. The shrub spacing must also be listed for the Parking Island Plantings and Planting Strip Plantings on Sheet 9.
  - b. The proposed trees and shrubs in the basin must be relocated away from the downstream area of the spillway.
  - c. The proposed plantings have been revised to accommodate the revised above-ground stormwater management facility design; however, the proposed planting layout appears to be crowded. We recommend the applicant's Registered Landscape Architect (RLA) review the proposed plantings at the basin.
4. The locations of all existing and proposed lighting have been added to the Landscape Plans as requested. Adjustment to proposed tree and/or light locations appears necessary to ensure that trees and lights will not be in conflict with one another. We recommend the applicant's RLA review the light locations in relation to the proposed trees. (142-42.D.2.c)

5. Site element screens shall be provided around any outdoor trash disposal or recycling areas and adjacent to parking along roads. The existing dumpster area must be shown to be enclosed with a six-foot-high fence on three sides with appropriate landscaping. (142-42.G.5)
6. A Sewage Facilities Planning Module must be approved by the PADEP, if required.
7. The applicant's engineer has requested the following waivers and/or deferrals from the Lower Salford Township Subdivision and Land Development Ordinance in a letter dated April 28, 2025 by S.T.A. Engineering:
  - a. From Section 142.12.C which requests the submission of a separate Preliminary Plan.
  - b. From Sections 142-26.E and 142-35.C which require curbs and sidewalks to be installed along all common parking areas.

The applicant seeks a partial waiver as curbing and sidewalk are not provided along the southwestern edge of the new parking area serving Building No. 4. The absence of curbing is for stormwater management purposes and the omission of sidewalk is requested as motorists parking at these spaces will generally cross the driveway aisle to reach the building. While no curbing is provided, we note that the applicant proposes concrete wheel stops along this row of parking spaces to prevent vehicles from leaving the paved area.

- c. From Section 142-51.C which requires trail or sidewalk along all existing streets.

The applicant proposes an 8-ft.-wide trail along the Wambold Road frontage as depicted on Sheet 4 and is seeking a deferral from installing sidewalk at the Schoolhouse Road frontage. We recommend the grading required for the future trail along Schoolhouse Road be completed with these improvements. A trail easement may be required to install the trail outside the existing trees' driplines.

We recommend that the changes in direction of the trail alignment be reconfigured to be more curvilinear and provide a gradual change in direction rather than an abrupt angle as is currently proposed. Additionally, a typical construction detail for the trail system is required and must be added to the plans. PennDOT must also approve any improvements that fall within the right-of-way of Wambold Road.

If an easement is proposed to accommodate trail installation upon the applicant's property, it must be labeled with metes and bounds. Presently, the line type used for the right-of-way and assumed trail easement are the same. A legend is necessary on Sheets 2 and 4 to clarify the five-dot line.

### III. STORMWATER MANAGEMENT, GRADING AND EROSION CONTROL

The following comments pertain to stormwater management, storm drainage, grading and erosion and sedimentation control aspects of the current plan submission and are based upon the requirements of the Subdivision and Land Development Ordinance (SLDO), the Stormwater Management Ordinance (S.M.O.) as referenced in Article IX of the SLDO, and the Lower Salford Township Engineering Standards (LTES). The project is located within the Skippack Creek Watershed.

1. The E&S plans show that the limit of disturbance is greater than one acre and an NPDES permit is required for construction activities. (142-106)
2. The 5.5-inch orifice in the plate for SCM 002 notes an invert of 286.80 per the Orifice Plate Detail on Sheet 8; however, the associated Pond Report in the PCSM narrative indicates an invert of 284.74 for the same opening. The report and plan must be revised to agree.
3. The length of the roof drain is listed as 188 LF on Sheet 4 but the Roof Drain Profile on Sheet 8 only notes 160 LF. The proposed lengths must be consistent.
4. The Impervious Cover Chart on Sheet 2 and in the PCSM narrative calls for a 10-foot-wide trail; however, Sheet 4 notes the trail will be 8 feet wide. This discrepancy must be addressed. If a gravel shoulder is anticipated on each side of the paved trail, it should be reflected in the previously requested construction section detail.
5. All drainage structures must be labeled on the PCSM plan, consistent with the narrative naming scheme (e.g. A4, A5, etc.).
6. A profile of the Wambold Road trail must be provided to ensure that construction of the trail is feasible over the existing 18-inch and 30-inch storm pipes. We recommend that the condition of both pipes be investigated before the trail is installed.

#### IV. GENERAL

The following items are general engineering considerations pertaining to the project that were noted by our office during our review of the current plan submission:

1. Sheets 7 and 8 should be adjusted to show the proposed improvements at the basin (eliminating a section of storm pipe, etc.).
2. Executed Water and Sewer Agreements must be submitted to the Township.
3. Review and approval from the Towamencin Municipal Authority is required for the change in use and payment of tapping fees, if required, is to be made to the Lower Salford Township Authority.
4. The applicant must address any comments by the Township Traffic Engineer and pay a Traffic Impact Fee if it is determined to be applicable.
5. Approval from the Township Fire Marshal is required.
6. During the Building Permit submission for Building No. 4, the Township Building Code Official should review the entrance ramp for ADA compliance with edge protection and handrail requirements due to the 2.25-ft. change in elevation and the proposed running slope, which is the maximum allowable at 8.33%.
7. The 4-space parking area in the existing paved area at the northwest corner of the site, north of the 20,000-sf warehouse, should be striped and noted as such on Sheet 13.

8. The applicant should discuss circulation at the site during construction as the access and egress are provided with gates. Construction staging and sequencing may need to consider temporary vehicular detours and/or the posting of restrictions for construction-related traffic.
9. We recommend the angled parking spaces be restriped to perpendicular spaces at the row of six stalls northwest of SCM001 and SCM002 to discourage wrong-way egress movements toward the one-way driveway and facilitate movement into said spaces.

Very truly yours,  
CKS ENGINEERS.  
Borough Engineer

  
Michele A. Fountain, P.E.

MAF/kk

cc: Joseph Czajkowski, Township Manager  
Board of Supervisors (5) (via email)  
Planning Commission (7) (via email)  
LST Staff (3) (via email)  
James Garrity, Esquire, Township Solicitor (via email)  
Andrew Freimuth, Esquire (via email)  
LSTA (4) (via email)  
Claire Warner, MCPC (via email)  
Stephanie Butler, Bowman (via email)  
SBE Realty, LP, Owner (via email)  
Susan Rice, STA Engineering, Inc. (via email)  
File



## TOWNSHIP TRAFFIC ENGINEER REVIEW LETTER



June 19, 2025

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

**RE: Traffic Engineering Review #2 – Traffic Generation Analysis and Preliminary/Final Land Development Plans**  
SBE Realty 10 (10 Schoolhouse Road)  
Lower Salford Township, Montgomery County, PA  
Project No. 311093-25-005

Dear Joe:

Peryour request, Bowman Consulting Group (Bowman) has completed a traffic engineering review for the proposed site modifications to be located at 10 Schoolhouse Road (SR 1007) in Lower Salford Township, Montgomery County, PA. Based on review of the materials provided in the submission, the proposed site modifications will consist of modifying the three existing buildings on site which currently consist of a combination of 29,000 square feet of warehouse space and 20,657 square feet of office space to provide 49,657 square feet of warehouse space in addition to constructing a fourth building that will consist of 30,000 square feet of office space, and parking lot modifications. Access to the site will continue to be provided via the existing ingress-only and egress-only driveways along Schoolhouse Road (SR 1007).

The following documents were reviewed as part of the submission:

- Traffic Generation Analysis – SBE Realty LP (10 Schoolhouse Road), prepared by Heinrich & Klein Associates, Inc., dated April 25, 2025.
- Transportation Impact Study Scoping Meeting Application – 10 Schoolhouse Road.
- Preliminary/Final Land Development Plans – SBE Realty LP (10 Schoolhouse Road), prepared by STA Engineering, Inc., last revised April 28, 2025.
- Response to Comments Letter – SBE Realty LP (10 Schoolhouse Road), prepared by STA Engineering, Inc., dated May 21, 2025.
- Waiver Request Letter – SBE Realty LP (10 Schoolhouse Road), prepared by STA Engineering, Inc., dated April 28, 2025.

Based on the review of the above listed documents, and the Township's *Subdivision and Land Development Ordinance (SALDO)* and *Zoning Ordinance (ZO)* requirements, Bowman offers the following comments for consideration by the Township and further action by the applicant as the project advances through the formal land development process.

### General Items

1. The applicant's engineer must put together a letter with the formal land development package, etc. that provides a response on how each comment below has been addressed, and where each can be located in the submission. For ease of reference, please refer to the overall Drawing/Page Number for any comment that addresses a modification to the land development plan set, if applicable.

425 Commerce Drive, Suite 200, Fort Washington, PA 19034  
P: 215.283.9444  
bowman.com

**EXHIBIT "B"**

2. Since Wambold Road (SR 1008) and Schoolhouse Road (SR 1007) are State Roadways, a Highway Occupancy Permit (HOP) will be required for any modifications/improvements within the Legal Right-of-Way along Wambold Road (SR 1008) and Schoolhouse Road (SR 1007). The Township must also be copied on all studies, plan submissions, and correspondence between the applicant and PennDOT, and invited to any meetings among these parties.

#### **Trip Generation Analysis/Transportation Impact Study Scoping Meeting Application**

3. Based on information provided in Table 1 of the trip generation analysis, the proposed 49,657 square feet of warehouse space and 30,000 square feet of office space are expected to generate 89 total "new" trips during the weekday morning peak hour and 93 total "new" trips during the weekday afternoon peak hour while the existing 29,000 square feet of warehouse space and 20,657 square feet of office space generates 70 total "new" trips during the weekday morning peak hour and 75 total "new" trips during the weekday afternoon peak hour. Therefore, the proposed site modifications are expected to generate an additional 19 total "new" trips during the weekday morning peak hour and an additional 18 total "new" trips during the weekday afternoon peak hour. Our office concurs with the trip generation methodology used in the trip generation analysis.
4. According to Section 142-138 of the SALDO, a traffic impact study (TIS) is required when the proposed development will generate 200 "new" average daily trips (ADT) or 20 or more "new" peak hour trips. Based on information provided in the trip generation analysis, the proposed site modifications are expected to generate an additional 150 total "new" ADT trips, an additional 19 total "new" trips during the weekday morning peak hour, and an additional 18 total "new" trips during the weekday afternoon peak hour. Therefore, a TIS is not required for the proposed site modifications based on Township ordinance requirements.
5. Based on a review of the transportation impact study (TIS) scoping meeting application, it appears that the applicant is not proposing to provide a TIS or transportation impact assessment (TIA) for the proposed site modifications due to the minimal amount of traffic that will be generated by the site modifications. Since Schoolhouse Road (SR 1007) is a state road and a TIS is not required based on Township ordinance requirements, our office will defer to PennDOT on whether or not a TIS or TIA will be required for the proposed site modifications.

#### **Preliminary/Final Land Development Plans**

6. Section 142-41 of the SALDO requires sidewalks and curbs to be installed along all existing and proposed public and private streets. No curb is proposed to be installed along the Wambold Road (SR 1008) site frontage. A waiver from Section 142-41 of the SALDO is required for this condition.
7. According to Section 164-99.A of the ZO, 159 parking spaces are required for the site upon completion of the site modifications. The plans currently show 184 parking spaces, which satisfies the ordinance requirement.
8. The plans show 7 ADA parking spaces which meets requirements in 142-35.B(5) of the SALDO based on 184 parking spaces.

9. The Township Fire Marshal should review the emergency vehicle turning templates for accessibility and circulation needs of emergency apparatus. Provide the correspondence, including any review comments and/or approvals, is included in subsequent submissions.
10. Construction design details, including material, curb type, radii, and PC/PT locations, must be provided for the proposed median islands and proposed planting island.
11. A construction detail for the proposed trail must be provided on the plans, including pavement section, typical trail section, etc.
12. The proposed trail along Wambold Road should be shown on each plan sheet with the proposed improvements (i.e. Sheets 10 & 13).
13. Minimum trail radii (60'), as required by AASHTO standards, must be provided for the proposed trail at all geometric directional changes, to eliminate the abrupt angles.
14. A profile of the proposed trail should be provided indicating longitudinal grades and vertical curves as necessary.
15. An updated trail easement encompassing the full width of the proposed trail should be provided on the plans with the required documentation.
16. As discussed at the Planning Commission meeting on April 23, 2025, a connection should be provided between the proposed trail/ADA ramp at the Schoolhouse Rd/Wambold Rd intersection and the sidewalk along the proposed office building.
17. The property frontage along Schoolhouse Road (SR 1007) should be graded to accommodate a future sidewalk connection.
18. A "Do Not Enter" sign should be shown on the proposed planting island, opposite proposed sign 18.
19. The "One-Way" signs 23 should be shown on the same sign post as sign 18.
20. The existing angled parking spots to the south of the proposed improvements should be restriped appropriately for the direction of the one-way traffic.
21. Clarification should be given for the intended allowable direction of traffic in the area of the egress driveway. One-way striping and signage should be provided for this area to eliminate wrong way movements.
22. The sign shown on the plans on the eastern side of the northern end of the egress-only driveway facing Schoolhouse Road (SR 1007) should be clearly labeled.
23. The plans must be signed and sealed by a Professional Engineer registered to practice in the Commonwealth of Pennsylvania. *The applicant's engineer has indicated in its response that the plans will be signed upon approval.*

## **Waiver Requests**

### **Section 142-26.E and 142-35.C: which requires sidewalks, curbs, and storm sewers to be installed along all existing and proposed common parking areas.**

#### **Applicant's Justification:**

A waiver is requested to not provide curb and sidewalk along the southwestern edge of the proposed parking lot so that stormwater runoff can sheet flow into the stormwater management basin. Also, a sidewalk is not needed along the edge of this parking because the employees will need to walk across the parking lot to get into the building and not along the edge of the parking area.

#### **Bowman Response:**

Since the curbing in the proposed parking area is not being provided along the perimeter of the southwestern portion of the parking lot for drainage purposes, and sidewalk is not being provided along the perimeter of the southwestern portion of the parking lot since employees will need to walk across the parking lot in order to access the proposed office building, Bowman does not object to this waiver request.

### **Section 142-41: which requires sidewalks, curbs, and storm sewers along all existing public and private streets.**

#### **Applicant's Justification:**

A deferral for sidewalk installation along Schoolhouse Road (SR 1007) is requested. Sidewalk along Schoolhouse Road (SR 1007) would serve no purpose for pedestrian connectivity at this time since no sidewalk exists along Schoolhouse Road (SR 1007) in the vicinity of this property.

#### **Bowman Response:**

Bowman supports consideration of a deferral of the sidewalk requirements along Schoolhouse Road (SR 1007) at this time provided the area is graded at this time to accommodate a future sidewalk segment. The trail along Wambold Road, tie-in to Schoolhouse Rd and the office building will provide connections for the potential users in this area.

## **Transportation Impact Fee Assessment**

In accordance with the *Lower Salford Township Impact Fee Ordinance*, the "new" weekday afternoon peak hour trip generation for the proposed site modifications will be subject to the Township's Transportation Impact Fee, since it is located in the Transportation Service Area. This area has an impact fee of \$2,948 per "new" weekday afternoon peak hour trip. Based on information provided in the trip generation analysis, the proposed site modifications are expected to generate an additional 18 "new" trips during the weekday afternoon peak hour, resulting in a transportation impact fee of \$53,064.

Mr. Joseph S. Czajkowski  
June 19, 2025  
311022-25-005

If the Township has any questions, or requires further clarification, please contact me at [sbutler@bowman.com](mailto:sbutler@bowman.com) or 215-283-9444 or Chad Dixon, AICP, PP at [cdixon@bowman.com](mailto:cdixon@bowman.com).

Respectfully,



Stephanie L. Butler, P.E.  
Senior Project Manager

BMI/CED/MEE/SLB  
Attachment

cc: Lower Salford Board of Supervisors  
Lower Salford Township Planning Commission  
Michael Beuke, Lower Salford Township  
Holly Hosterman, Lower Salford Township  
Michele Fountain, P.E., CKS Engineers  
James Garrity, Esq., Lower Salford Solicitor  
Andrew Freimuth, Wisler Pearlstine, LLP  
Don Lynch, Lower Salford Fire Marshal  
Connie Weimer, LSTA  
Denise DuBree, LSTA  
Thomas Duffy, P.E., LSTA Engineer  
Mark Mattucci, LSTA Project Manager  
Claire Warner, Montgomery County Planning Commission  
Susan Rice, P.E., S.T.A., Engineering, Inc.  
Andy Heinrich, P.E., PTOE, Henrich & Klein Associates, Inc.

\\0211022 - Lower Salford\\0211022-25-005 (TFA) - 500 Reaky 10 Schoolhouse Rd LD Per\\Engineering\\Correspondence\\Reviews\\Municipality\\0225-06-12 Review Letter #2 - 10 Schoolhouse Road.docx

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2025-23**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN AGREEMENT OF SALE FOR THE ACQUISITION BY  
LOWER SALFORD TOWNSHIP OF APPROXIMATELY  
43,152 SQUARE FEET OF LAND, OWNED BY BARBARA  
K. BUCHER, WITH FRONTAGE ON THE SOUTHEAST  
SIDE OF MAPLE AVENUE IN HARLEYSVILLE,  
PENNSYLVANIA.**

**WHEREAS**, the Lower Salford Township Board of Supervisors has identified for purchase a parcel of land consisting of approximately 43,152 gross square feet, with frontage on Maple Avenue via an access strip, located in Lower Salford Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 50-00-02467-30-9 (hereinafter the "Property"); and

**WHEREAS**, by Resolution No. 2025-16, the Lower Salford Township Board of Supervisors authorized the acquisition of the Property through condemnation for the public purposes set forth therein and below; and

**WHEREAS**, the Lower Salford Township Board of Supervisors and Barbara K. Bucher ("Seller") have agreed to the sale and transfer of the Property to the Township in lieu of condemnation; and

**WHEREAS**, Seller is the record owner of the Property and has agreed to enter into an Agreement of Sale for the purchase of the Property with the Township, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Lower Salford Township Board of Supervisors believes that the acquisition of the Property would be desirable and suitable for the expansion and support of the existing, public, recreational facilities adjacent to the Property; and

**WHEREAS**, the Lower Salford Township Board of Supervisors has further determined that it is in the best interest of the residents of Lower Salford Township to acquire the Property for the public purposes set forth herein.

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

1. The Lower Salford Township Board of Supervisors hereby authorizes any of its members to execute an Agreement of Sale for the purchase of the Property, for an agreed upon purchase price of \$200,000.00, in substantially the form as the Agreement of Sale attached hereto as Exhibit "A", subject to the review and approval of such Agreement by the Township Solicitor.

2. The Lower Township Board of Supervisors hereby further authorizes any of its members and the Township Manager to execute all documents and paperwork and to take all actions as may be necessary and appropriate to comply with the terms of the Agreement of Sale executed by the Township and to complete the transactions contemplated thereby.

[Signature page follows]

**APPROVED** at the public meeting of the Lower Salford Township Board of Supervisors  
held on September 3, 2025

**LOWER SALFORD TOWNSHIP**

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

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



**Agreement of Sale**

**EXHIBIT "A"**

## AGREEMENT OF SALE

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **BARBARA K. BUCHER**, having an address at 222 Maple Avenue, Harleysville, Pennsylvania 19438 (collectively, the "Seller") and **LOWER SALFORD TOWNSHIP**, a second class township located in Montgomery County, Pennsylvania, having an address of 379 Main Street, Harleysville, Pennsylvania 19438, or its nominee or assignee ("Purchaser").

### **W I T N E S S E T H:**

**WHEREAS**, Seller is the owner of that certain parcel or tract of land, containing approximately 43,152 gross square feet, with frontage on Maple Avenue via an access strip, located in Lower Salford Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 50-00-02467-30-9, and being more particularly described and depicted as Lot 2 on the recorded plan of subdivision attached hereto as Exhibit "A" (the "Land"); and

**WHEREAS**, the Land and any improvements located thereon are referred to herein as the "Realty"; and

**WHEREAS**, the Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, upon the terms and conditions contained herein, the Property (as defined below, and which includes the Realty).

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Sale of Property.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

- a. The Realty;
- b. any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Realty;
- c. all right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Realty, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;
- d. easements, ways, waters, privileges and appurtenances and rights to the same belonging to and/or inuring to the benefit of the Realty;
- e. Any reversionary rights attributable to Seller with respect to the Realty;

f. All of Seller's right, title and interest in and to any leases, licenses and other agreements respecting the Realty;

g. All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Realty (collectively, the "Plans");

h. All incidental rights pertaining to the Realty, including, but not limited to, all contracts and other agreements relating to the Realty; all guarantees or warranties from third parties relating to the Realty; all governmental permits, approvals or licenses granted with respect to the ownership, construction, and use of the Realty; and all sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Realty (collectively, the "Incidental Rights").

2. **Purchase Price.**

a. **Price.** The purchase price for the Property (the "Purchase Price") shall be Two Hundred Thousand Dollars (\$200,000.00).

b. **Payment.** The Purchase Price shall be payable as follows:

i. Five Thousand Dollars (\$5,000.00) by Purchaser's plain check upon execution hereof by Seller to be held in escrow as set forth below (the "Deposit"); and

ii. the balance of the Purchase Price on the Closing date by certified check, bank check, wire transfer or title company check.

c. **Deposit.** The Deposit shall be placed and held in an interest bearing escrow account with Evans Abstract, Harleysville, Pennsylvania (hereinafter "Escrow Agent") and disbursed in accordance with the laws of the Commonwealth of Pennsylvania and the provisions of this Agreement. At Closing, the Deposit and the interest accrued thereon shall be applied on account of the Purchase Price.

d. **Instructions to the Escrow Agent.** In the event that the Escrow Agent receives an instruction (hereinafter referred to as an "Instruction") with respect to the Deposit, or any part thereof, from the Seller but not the Purchaser, or from the Purchaser but not the Seller (the party giving the Instruction is hereinafter referred to as the "Instructing Party" and the party who shall not have given the Instruction is hereinafter referred to as the "Non-Instructing Party"), the Escrow Agent shall deliver or transmit a copy of the Instruction received from the Instructing Party to the Non-Instructing Party. The Escrow Agent shall thereafter act in accordance with the Instruction if the Non-Instructing Party shall fail, within ten (10) days of the receipt by the Non-Instructing Party of such delivery or transmittal of Escrow Agent, to notify Escrow Agent in writing that Escrow Agent is not to comply with the Instruction. If the Non-Instructing Party within ten (10) days of the effective date of delivery or transmittal of the Instruction by Escrow Agent to the Non-Instructing Party shall advise Escrow Agent not to comply with the Instruction, Escrow Agent shall not act in accordance with the Instruction, but may thereafter:

- i. Either act solely in accordance with any of the following:
  - (a) a new Instruction signed jointly by the Seller and the Purchaser; or
  - (b) a certified copy of a judgment of court of competent jurisdiction as to which Escrow Agent receives an opinion of counsel satisfactory to Escrow Agent that such judgment is final beyond appeal; or
- ii. Pay the Deposit into court and in such event all liability and responsibility of Escrow Agent shall terminate upon such deposit having been made.
- e. **Liability of Escrow Agent.** The Escrow Agent shall not be liable to either Seller or Purchaser for any acts or omissions, other than gross negligence or intentional wrongdoing. The Escrow Agent may rely upon the genuineness or authenticity of any document tendered to Escrow Agent by either of the parties, and shall be under no duty of independent inquiry with respect to any facts or circumstances recited therein. The Seller and Purchaser shall jointly and severally defend and hold harmless Escrow Agent from and against all costs, claims or liabilities whatsoever arising from Escrow Agent's acceptance of responsibility hereunder, other than for gross negligence or intentional wrongdoing. In the event Escrow Agent is acting as counsel to either Seller or Purchaser, the parties expressly consent to the foregoing and waive any right to hereafter claim that the same in any way constitutes a conflict of interest. Furthermore, in the event that any dispute arises after the Effective Date of this Agreement, said Escrow Agent shall not be precluded in any way from continuing to represent Seller or Purchaser, as applicable, in any matter regarding this Agreement.

### 3. **Title.**

- a. **Condition.** On the Closing Date, title to the Property shall be good and marketable and free and clear of all liens, assessments, restrictions, encumbrances, easements, leases, tenancies and covenants, excepting however, ordinances, easements of roads, privileges or rights of public service companies and government entities, and easements or restrictions visible on the ground. Title to the Property shall be insurable as aforesaid at regular standard rates by a reputable title insurance company to be selected by Purchaser, pursuant to an ALTA Owner's Policy of Title Insurance.
- b. **Defective Title.** If title to the Property cannot be conveyed to Purchaser on the Closing Date in accordance with the requirements of this Agreement, then in addition to all other rights and remedies provided herein or by law, including the right to specific performance, Purchaser shall have the option of:
  - i. taking such title as Seller can cause to be conveyed with a reasonable and appropriate abatement of the Purchase Price only to the extent of monetary liens of an ascertainable amount, whereupon the parties hereto shall consummate this transaction and the relevant provisions relating to the condition of title shall be deemed waived by Purchaser; or
  - ii. terminating this Agreement by giving written notice to Seller,

whereupon Escrow Agent shall return the Deposit, plus accrued interest thereon, to Purchaser, and Seller shall immediately reimburse Purchaser for all costs incurred by Purchaser with respect to this transaction, including title company fees, any loan and/or mortgage application fees, appraisal fees, legal fees, and expenses incurred for all tests and studies.

4. **Closing.** Closing hereunder ("Closing") shall take place on or before thirty (30) days after the expiration of the Investigation Period, as defined herein ("Closing Date"), at the offices of Purchaser, 379 Main Street, Harleysville, Pennsylvania 19438, or Purchaser's solicitor, Wisler Pearlstine, LLP, 460 Norristown Road, Suite 110, Blue Bell, Pennsylvania 19422. The parties may advance the Closing Date by mutual agreement.

5. **Provisions with Respect to Closing.** At Closing hereunder:

a. **Delivery by Seller.** Seller shall deliver to Purchaser the following:

i. **Deed.** A special warranty deed to the Realty prepared by Purchaser or Purchaser's agent, duly executed and acknowledged by Seller and in proper recordable form. If the legal description shown on any survey obtained by Purchaser differs from the legal description contained in the chain of title to the Property, Seller agrees to execute and deliver a special warranty deed containing the legal description contained in the chain of title, and a quitclaim deed containing the legal description shown on the survey.

ii. **Title Company Affidavits.** Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered by Seller pursuant hereto, including the customary form of said title company's Seller's Affidavit.

iii. **Affidavit as to Representations and Warranties.** A duly executed and acknowledged affidavit stating that the representations and warranties of Seller set forth herein are true and correct as of the Closing Date.

iv. **Assignment of Plans and Incidental Rights.** Duly executed assignment agreement(s), in form acceptable to Purchaser, assigning to Purchaser, all of Seller's right, title and interest in and to any and all Plans and Incidental Rights.

v. **Resale Certificates.** Any and all resale certificates required by any governmental or quasi-governmental authority having jurisdiction over the Property, or any condominium association of which the Realty is a part.

vi. **FIRPTA Certificate.** A written certification dated no earlier than ten (10) days prior to the Closing Date, which certification shall be in compliance with The Tax Reform Act of 1984 (the "Act"), and the regulations thereunder that are imposed by the Foreign Investment in Real Property Tax Act ("FIRPTA"), and certifying that Seller is not a person subject to withholding under FIRPTA and the Act, and containing Seller's tax identification number and business address.

vii. **Licenses and Permits.** Originals, or copies if originals are not available, of all permits, licenses, and approvals for the Property (to the extent the same have not been delivered prior to the Closing Date).

viii. **Resolutions.** Reasonable and appropriate documents of authority of Seller authorizing the transactions contemplated by this Agreement.

ix. **Possession.** Actual, sole and exclusive physical possession of the Property, unoccupied and free and clear of any leases, liens, claims to or rights of possession, and in broom clean condition.

x. **Additional Instruments.** Such further documents or instruments in form suitable for recording, if appropriate, as may be deemed reasonably necessary to effectuate the provisions of this Agreement.

b. **Delivery by Purchaser.** Purchaser shall deliver to Seller the following:

i. **Balance of Purchase Price.** The balance of the Purchase Price which is due at Closing.

ii. **Title Company Affidavit.** Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered by Purchaser pursuant hereto, including the customary form of said title company's Purchaser's Affidavit.

iii. **Assumptions.** A duly executed assumption of the Plans and Incidental Rights (if any).

iv. **Resolutions.** Reasonable and appropriate documents of authority of Seller authorizing the transactions contemplated by this Agreement.

v. **Deed Restriction.** Consistent with Lower Salford Township Resolution No. 2025-16, adopted by the Lower Salford Township Board of Supervisors at a duly advertised public meeting on June 4, 2025, Purchaser agrees to include in the deed of conveyance for the Property restrictions which will prohibit the Purchaser from constructing any new buildings on the Property, installing fencing within 20 feet of the Seller's property at 222 Maple Avenue, Lower Salford Township (Tax Parcel No. 50-00-02467-00-3), and utilizing the access strip to the Property (which is a flag lot) for a driveway as shown on the Subdivision Plan Prepared for Steve Bucher recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania, at Plan Book A-52, Page 34.

vi. **Additional Instruments.** Such further documents or instruments in form suitable for recording, if appropriate, as may be deemed reasonably necessary to effectuate the provisions of this Agreement.

c. **Transfer Fees and Taxes.** All realty transfer fees and/or taxes imposed

on or arising in connection with this transaction shall be borne equally by Purchaser and Seller, although it is expected that this transaction will be exempt from realty transfer fees and/or taxes as the conveyance from Seller to Purchaser will be in lieu of the completion of formal condemnation proceedings authorized by Lower Salford Township Resolution No. 2025-16, adopted by the Lower Salford Township Board of Supervisors at a duly advertised public meeting on June 4, 2025.

d. **Real Estate Taxes.** Except as set forth in subparagraph (e) below, all real estate taxes shall be adjusted as of the date of Closing hereunder on a per diem basis and such apportionments shall be made, where applicable, with relation to the fiscal year of the taxing authority.

e. **Roll Back Taxes.** If the Property is subject to any type of preferential assessment, the Seller shall be responsible for the payment of any and all rollback taxes, interest and penalties imposed upon the Property or any portion thereof as a result of the transaction contemplated herein. All such roll back taxes, interest or penalties shall be paid at Closing or escrowed by the Seller.

6. **Site Investigation.** Purchaser shall have a period of ninety (90) days after the Effective Date of this Agreement (the "Investigation Period") in which to satisfy itself as to the condition of the Property including, but not limited to, environmental conditions, soil conditions, wetlands, the proximity and availability of utility services, condition and structural integrity of any improvements, suitability for Purchaser's intended use, and zoning. Purchaser, and Purchaser's agents, employees and representatives, shall have the right to enter upon the Property during the Investigation Period to conduct any and all of such tests in connection therewith as it deems reasonably necessary, provided the Property is returned to substantially the same condition as existed prior to Purchaser's entry. Purchaser further agrees to indemnify and save Seller harmless from all claims asserted against Seller as a direct result of injury or damage caused by Purchaser's activities upon the Property.

Purchaser shall have the right to terminate this Agreement at any time during the Investigation Period for any reason and for no reason, in its sole discretion, by delivery of written notice of such termination to the Seller prior to the expiration of the Investigation Period.

In the event the Purchaser shall fail to give such timely notice of termination then the Purchaser shall be deemed to have waived this condition, and this Agreement shall remain in full force and effect (subject, nevertheless, to all other conditions and contingencies set forth herein). In the event that the Purchaser shall terminate this Agreement pursuant to this paragraph, this Agreement shall be null and void, the Deposit, plus interest, shall be promptly returned to Purchaser, and the parties hereto shall be released from any and all further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement).

Upon execution hereof, Seller shall deliver to Purchaser copies of all currently existing Plans, permits, licenses, contracts, agreements, studies, tests, surveys and any other materials relevant to the physical condition and /or use, of the Property which are in the

possession of Seller or Seller's agents or representatives.

7. **Condemnation.** Seller represents that it has not received any notice of any condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property. In the event of the taking by eminent domain proceedings of any part of the Property on or prior to the Closing Date, which would, in the opinion of Purchaser, preclude, hinder, or render more costly the full completion by Purchaser of its planned use of the Property, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement. If the Agreement is so terminated, Escrow Agent shall return the Deposit (plus interest) to Purchaser, this Agreement shall thereupon become null and void, and thereafter neither party shall have any further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement). If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking. At Closing, Seller shall assign to Purchaser all rights of Seller in and to any other awards or proceeds payable to the condemnor by reason of any taking. Seller agrees to notify Purchaser of any eminent domain proceeding within five (5) days after Seller learns of any such proceeding, and, in order to exercise its right of termination, Purchaser must so notify Seller within thirty (30) days after Purchaser receives such notice.

8. **Casualty.** Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If, on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser, and for a period of thirty (30) days thereafter, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement. If the Agreement is so terminated, Escrow Agent shall return the Deposit (plus interest) to Purchaser, this Agreement shall thereupon become null and void, and thereafter neither party shall have any further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement). If Purchaser does not so terminate this Agreement, the proceeds of any insurance paid between the Effective Date of this Agreement and the Closing Date shall be paid to Purchaser by Seller on the Closing Date, together with the deductible amount, if any, under Seller's casualty insurance policy and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

9. **Assessments.** Seller shall be responsible to pay for all assessments levied against the Property on or before the Effective Date of this Agreement, or levied against the Property after the Effective Date of this Agreement by reason of work commenced or completed on or before the Effective Date of this Agreement. If Closing is completed hereunder by Purchaser, Purchaser shall be responsible to pay for all assessments levied against the Property after the Effective Date of this Agreement by reason of work commenced after such date. However, if Closing does not take place for any reason whatsoever, Purchaser shall have no liability or obligation to pay for such assessments. If on the Closing Date, the Property, or any portion thereof, shall be affected by any assessment(s) which is required to be paid by Seller pursuant to the provisions of this paragraph and which is or may be payable in annual or other installments of which the first installment is then a lien or has been paid, then for the purpose of this



Agreement, all of the unpaid installments of any such assessment(s) including those which become due and payable after Closing hereunder shall be deemed to be due and payable and lien upon the Property and shall be paid and discharged by Seller at such Closing.

**10. Seller's Representations and Warranties.** Seller, to induce Purchaser to enter into this Agreement and to purchase the Property, covenants, warrants and represents to Purchaser that the following matters are true as of the date hereof and shall be true as of the date of the Closing hereunder:

a. Seller has, as of the Effective Date of this Agreement, and will have as of the date of the Closing, good, marketable and indefeasible title to the Property, subject only to the matters set forth in this Agreement. Seller represents that her husband, Steven C. Bucher, has departed this life, and all of his right, title, and interest to the Property has been transferred to Seller. Seller agrees to provide any and all documents necessary to Purchaser and Purchaser's title company to cause title to the Property to be conveyed to the Purchaser in accordance with the terms and conditions of this Agreement.

b. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement and the execution, delivery and performance of this Agreement by the Seller constitutes a valid and binding obligation of the Seller enforceable in accordance with its terms. No consent, waiver, or approval by any other parties is required in connection with the execution and delivery by the Seller of this Agreement or with the performance by the Seller of its obligations hereunder or any instrument contemplated hereby. The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is a party or by which the Seller is bound or, if Seller is not an individual, by the Seller's governing documents.

c. Seller is not a non-resident alien for purposes of U.S. income taxation.

d. There is no suit, action, or proceeding pending or threatened against or affecting Seller or the Property before or by any court, administrative agency or other governmental or quasi-governmental authority, or which brings into question the validity of this Agreement or this transaction or which could adversely affect title to, or the use and enjoyment of, or value of the Property.

e. There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property in effect as of the date of this Agreement. Seller agrees not to enter into any lease, license or agreement for the occupancy or use of any portion of the Property after the date of this Agreement without Purchaser's written consent.

f. There are no contracts or agreements (including, without limitation service contracts and/or management agreements), written or oral, to which Seller is a party and which affect the Property. From the Effective Date of this Agreement through the Closing Date, Seller shall not enter into any contracts or agreements affecting the Property without Purchaser's prior

written consent.

**g.** No assessments for public improvements have been made against the Property which remain unpaid and Seller has no knowledge and has received no notice of any proposed assessment for public improvements or of any proposed public improvements for which an assessment may be levied against the Property.

**h.** Seller has no notice of any proposed increase in the assessed valuation of the Property and no notice of any proceeding pending for the reduction of the assessed valuation of all or any portion of the Property.

**i.** There is no pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the Property and Seller has not received any written or oral notice of any of the same and has no knowledge that any such proceeding is contemplated.

**j.** The Property is zoned R-2 Residence District and Seller knows of no pending amendments to the pertinent sections of the zoning, subdivision or land development ordinances of Lower Salford Township as of the date hereof.

**k.** There are no outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, code or requirement affecting any portion of the Property, and no written notice of any such violation has been issued by any governmental or quasi-governmental authority. In the event that any such notice is received by Seller after the date of this Agreement, Seller shall promptly notify Purchaser and afford Purchaser full opportunity, with Seller's cooperation, to contest such action or to initiate or participate in such proceedings as Purchaser may deem necessary or desirable to protect Purchaser's interests.

**l.** No default or breach exists under any of the covenants, conditions, restrictions, rights of way or easements, if any, affecting all or any portion of the Property which are to be performed or complied with by the Seller.

**m.** No work has been performed at, or is in progress at, and no materials have been furnished to, the Property which though not presently the subject of might give rise to mechanic's or materialmen's or other liens against the Property or any portion thereof.

**n.** To the best of Seller's knowledge, there are no Hazardous Substances (as defined below) stored, used or present in, or at the Property. The Property has never been used by the Seller, to refine, produce, store, handle, transfer, process or transport Hazardous Substances. To the best of Seller's knowledge, (i) there has been no Release (as defined below), actual or threatened, of any Hazardous Substances by Seller or any other party including owners or operators of adjacent property at on, over, into, through or from the Property (ii) there has been no Release of any Hazardous Substances for which Seller (or, to Seller's knowledge, its predecessor in interest or successor in interest) is or may be liable; (iii) there has been no violation of any Environmental Law in the use or occupancy of the Property; (iv) there have been no air emissions, or discharges to surface waters or ground waters, of Hazardous Substances

which have occurred prior to the date hereof. In addition, except as identified in this Agreement, there are no above ground or underground storage tanks, vessels or related equipment or containers located on the Property that are subject to federal, state or local laws, statutes, rules, regulations or ordinances. Seller has not engaged in any land filling or dredging activities on or adjacent to the Property and Seller is not aware that any of the Property has been subjected to such activity prior to acquisition of the Property by Seller. For purposes of this Agreement, each of the terms "Release", "Environmental Law" and "Hazardous Substance" shall be defined as follows:

i. **"Hazardous Substance"** means any substance presently listed, defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise regulated, under any Environmental Law, whether by type or by quantity, including any material containing any such substance as a component. Hazardous Substance includes without limitation petroleum or any derivative or by-product thereof, asbestos, radioactive material, and polychlorinated biphenyls;

ii. **"Environmental Law"** means any federal, state or local law, statute, ordinance, rule, regulation, code license, permit, authorization, approval, consent order, judgment, decree, injunction or agreement by or with any governmental entity relating to (1) the protection, preservation or restoration of the environment (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface soil, subsurface soil, plant and animal life or any other natural resource), and/or (2) the use, storage, recycling, treatment, generation transportation, processing, handling, labeling, production, release or disposal of Hazardous Substances. The term Environmental Law includes without limitation: (1) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §7401, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*; the Toxic Substances Control Act, as amended 15 U.S.C. §9601, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300(f), *et seq.*; and all comparable state and local laws, and (2) any common law (including without limitation common law that may impose strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of or exposure to any Hazardous Substance;

iii. **"Release"** means the releasing, spilling, leaking, discharging, disposing, discarding or dumping of any Hazardous Substance from, on, into or about the Property.

11. **Conditions Precedent.** Notwithstanding anything contained herein to the contrary, Purchaser's obligations to close hereunder are contingent upon the satisfaction of each of the following conditions (each, a "Condition Precedent"):

a. All the representations by Seller as set forth in this Agreement shall be true and correct at and as of the Closing Date in all respects as though such representations were made both at and as of the date of this Agreement and at and as of the Closing date.

b. No material change in the physical condition of the Property shall have occurred, unless the same is consented to in writing by Purchaser.

c. Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the date of Closing.

d. Seller shall deliver title to the Property in accordance with the terms of this Agreement.

If any of the Conditions Precedent listed above are not fulfilled by the Closing Date, or waived in writing by Purchaser, then in addition to any other rights and remedies hereunder, or otherwise available at law or at equity, Purchaser shall have the right to postpone the Closing for the period of time reasonably necessary to allow such Condition Precedent to be satisfied, or to terminate this Agreement by written notice to Seller and receive a refund of the Deposit (plus accrued interest).

**12. Operations Prior to Settlement.** Between the Effective Date of this Agreement and the Closing Date:

a. Seller, in accordance with its normal practices and procedures, will continue to maintain the Property so as to keep the Property in substantially its present condition.

b. Seller shall observe and keep in full force and effect all of its licenses and permits (if any) in respect of the Property.

c. No contract for or on behalf of or affecting the Property shall be negotiated or entered into which will not be terminated as of the Closing at Seller's sole cost and expense.

d. Seller will not permit the Property to be encumbered by any liens, easements, encumbrances or other clouds on title which will not be terminated as of the Closing Date at Seller's sole cost and expense.

**13. Risk of Loss.** Until the completion of Closing hereunder, all risk of loss to the Property shall be borne by Seller.

**14. Indemnification.** The Seller agrees to indemnify and hold Purchaser harmless against any and all losses, costs, expenses, claims, including reasonable attorneys fees, damages or liabilities (including the amount of any settlement and any expenses incurred in enforcing this Agreement), which Purchaser may suffer, incur or become subject to, and to reimburse Purchaser for any legal or other expenses incurred by it in connection with the investigation of any claims and the defense of any actions, insofar as such losses, costs, expenses, claims, damages, liabilities or actions arise out of or are based upon (i) any false, misleading or untrue covenant, warranty or representation, intentional or unintentional, or the breach of any warranty, covenant or representation made by Seller; (ii) any breach or default in performance by Seller of any of its covenants or agreements with Purchaser contained herein; and (iii) any claims against the

Purchaser with respect to the Property for expenses, costs, damages or contribution under any Environmental Law based on any Release of Hazardous Substances which Release occurred prior to Closing whether known or unknown to Seller. Seller's obligations under this Paragraph shall survive Closing, or any earlier termination of this Agreement

**15. Seller's Default.** Notwithstanding anything to the contrary contained in this Agreement, in the event that Seller fails to close, or otherwise fails to comply with its obligations hereunder, Purchaser, at its option, shall be entitled to terminate this Agreement, immediately recover the Deposit and all interest thereon, and Purchaser shall also be entitled to any and all other remedies as Purchaser may have at law or in equity, including specific performance.

**16. Purchaser's Default.** Should Purchaser fail to complete Closing in default of its obligations hereunder, the Deposit and all accrued interest thereon shall be retained by Seller as liquidated damages, as Seller's sole and exclusive remedy, at which point this Agreement shall be void and the parties shall have no further liabilities or obligations hereunder.

**17. Tax Deferred Exchange.** Seller may elect to exchange the Property for other real estate of a like kind in accordance with Section 1031 of the Internal Revenue Code of 1986 as amended ("Section 1031"), or Purchaser may elect to acquire the Property as replacement Property for a like kind exchange. To exercise any rights under this Section, the party electing to utilize Section 1031 shall provide the other with a written statement stating its intent to enter into an exchange prior to the Closing Date. Either party's election to exchange, rather than sell or buy, the Property for other real estate of a like kind shall be at no cost or liability whatsoever to the other party. Should this Agreement become part of a Section 1031 transaction, the party electing to exchange the Property (the "Exchanger") hereby agrees that the other party may enforce any and all representations, warranties, covenants and other obligations of the Exchanger under this Agreement directly against Exchanger, and the other party agrees that the Exchanger may enforce any and all representations, warranties, covenants and other obligations of the other party under this Agreement directly against the other party. Exchanger shall indemnify, defend and hold the other party harmless against any cost, loss, liability or expense suffered as a result of Exchanger's election to structure this transaction as a like kind exchange.

**18. Notices.** Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered either: (a) upon hand delivery in person; (b) one (1) day after having been sent by nationally recognized overnight courier service; (c) three (3) days after mailing if sent by first class certified mail, postage prepaid; or (d) if sent by facsimile transmission upon confirmation of delivery provided that the same is confirmed within twenty-four (24) hours thereafter by a signed original sent by one of the methods listed as subsections (a) - (c) above, to the address set forth below or to such other address as any party may give to the other in writing:

To the Seller at:      Barbara K. Bucher  
222 Maple Avenue,  
Harleysville, Pennsylvania 19438  
Email: bkaybuch@aol.com

To the Purchaser at: Lower Salford Township  
Attn: Joseph S. Czajkowski, Township Manager  
379 Main Street  
Harleysville, PA 19438-2309  
Email: jczajkowski@lowersalfordtownship.org

With a copy to: Wisler Pearlstine, LLP  
Attn: Andrew R. Freimuth, Esq.  
460 Norristown Road, Suite 110  
Blue Bell, PA 19422  
Email: afreimuth@wispearl.com  
Facsimile: 610-828-4887

To the Escrow Agent at:

Evans Abstract  
672 Main Street  
Harleysville, PA 19438-2309  
Email: info@evansabstract.com

19. **No Recording.** This Agreement shall not be lodged for recording in any place or office of public record.

20. **Waiver of Tender.** Formal tender of an executed deed and the purchase money is hereby waived.

21. **Assignment - Nominee.** Purchaser shall be permitted to assign this Agreement or any of its rights hereunder to an affiliated entity, or to name nominees to take title to the Property, or any portion or portions thereof. However, until Closing is completed, Purchaser shall remain liable for all provisions, conducts and obligations imposed on Purchaser by this Agreement. In the event that Purchaser wishes to assign this Agreement to an affiliate of Purchaser, Seller agrees, at the request of Purchaser, to enter into an identical Agreement with the affiliate, in which event this Agreement shall be deemed null and void upon the execution of the identical Agreement between Seller and the affiliate.

22. **Brokerage.** Seller and Purchaser represent and warrant that neither has dealt with any broker, agent, finder or other intermediary who is entitled to receive a commission or other payment in connection with the conveyance of the Property under this Agreement and each agrees to indemnify and hold the other harmless from any other claims of a broker made through such indemnifying party.

23. **Effective Date.** Notwithstanding the date which may be listed on Page 1 of this Agreement, the term "Effective Date of this Agreement" as used herein shall mean the date that this Agreement is fully executed by both Purchaser and Seller and a fully executed copy hereof is

returned to Purchaser.

24. **Time of Essence.** Time, wherever mentioned herein, shall be of the essence of this Agreement.

25. **Business Day.** If any deadline or date on which Closing is to occur, or notice is to be provided, is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next following business day.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and/or assigns.

27. **Interpretation.** This is the entire Agreement between the parties hereto with respect to the purchase and sale of the Property and there are no other terms, covenants, conditions, obligations, warranties, representations or statements, oral or otherwise, of any kind whatsoever other than those which are set forth herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together constitute one and the same agreement.

29. **Headings.** The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

30. **Governing Law.** This Agreement shall be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania.

31. **Survival of Warranties.** Notwithstanding any presumption to the contrary, all warranties, representations and conditions contained in this Agreement, which, by their nature, impliedly or expressly, involve performance, in any particular, after Closing, or which cannot be ascertained to have been fully performed until after Closing, shall survive settlement. This provision shall be effective as to all such warranties, representations and conditions.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first above written.

**SELLER:**

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

By: \_\_\_\_\_  
Barbara K. Bucher

**PURCHASER:**

**LOWER SALFORD TOWNSHIP**

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

By: \_\_\_\_\_  
Keith Bergman  
Chairman of the Board of Supervisors

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



**JOINDER BY ESCROW AGENT**

The Undersigned, as Escrow Agent hereunder, hereby acknowledges receipt of the Deposit and agrees to hold it in accordance with the terms of the attached Agreement of Sale.

**ESCROW AGENT:**  
**EVANS ABSTRACT**

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

Name:

Title:

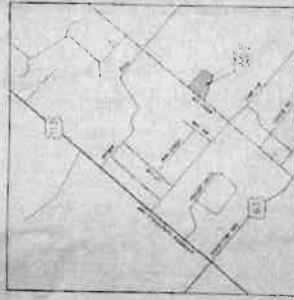
Attest: \_\_\_\_\_

Name:

Title:

**EXHIBIT "A"**

**Plan of Subdivision**

[illegible]

REC'D BY 2003  
 MAILING ADDRESS  
 Mulholland Center, P.O. Box 1000  
 Berkeley, CA 94701-1000  
 4/20/03

STEVE BUCHER

2005

SUNSHINE PLAZA

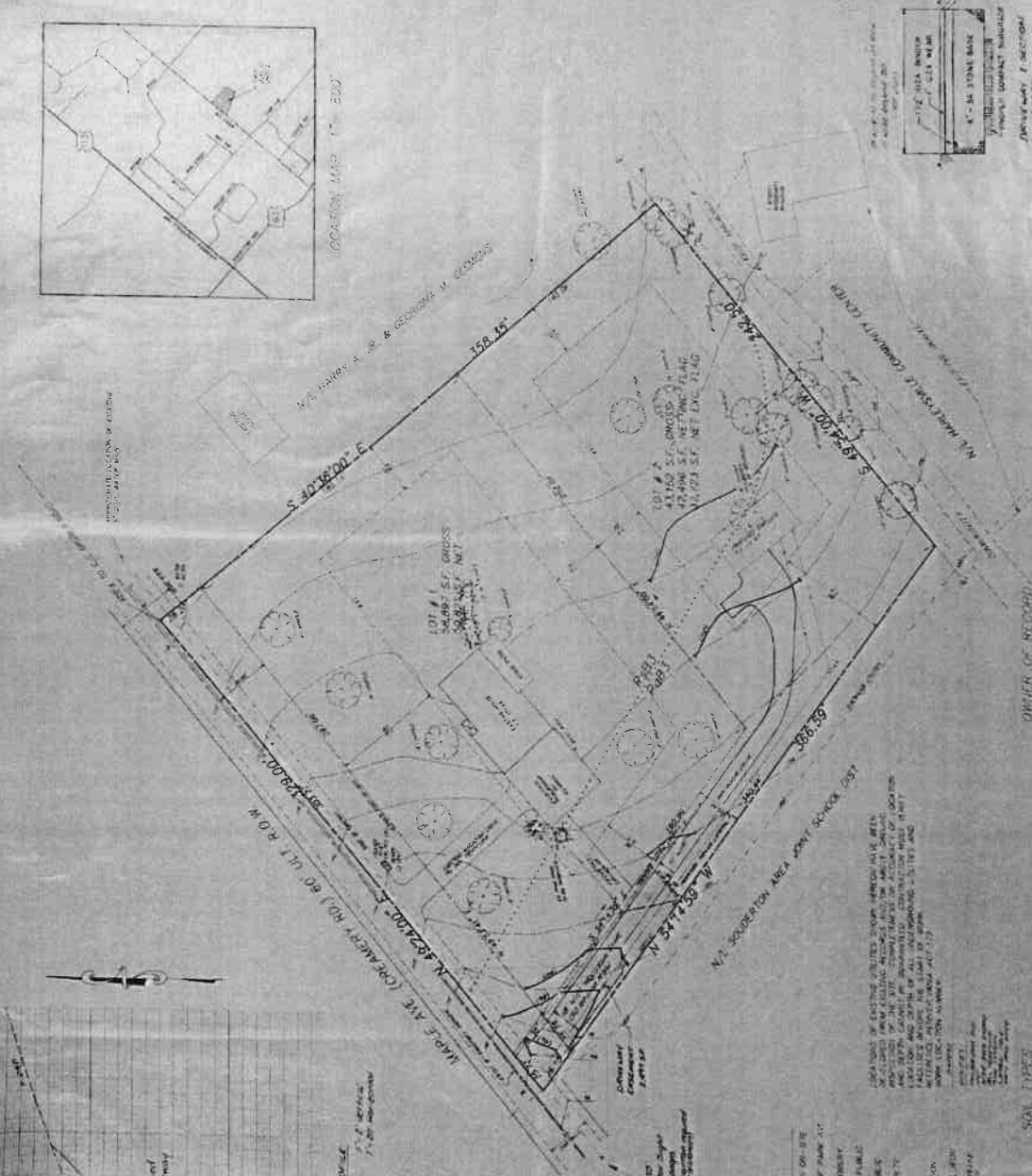
1500 W. TRACY AVENUE SU. 200E  
KANSAS CITY, MO 64105

STANLEY  
FLOWER SALES&SVC TOWNSHIP  
MONTGOMERY COUNTY  
PENNSYLVANIA  
SCALE 1" = 30'  
DATE: OCTOBER 3, 1990  
JOB NO. 90040-S



*Wm. C. Walters*  
URMILER & WALTER, INC.  
182 WEST BROAD STREET  
TELFORD, PA. 18969

SHEET 1 OF 2

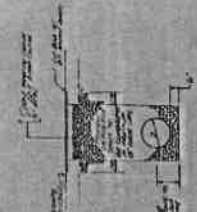


STENSON & BARBARA A. BUCHEN  
22 MAPLE AVE.  
HARLEYSVILLE, PA. 19434  
HOME (215) 266-6339  
OFF. BLOCK 2A, UNIT 2  
NEED ROOM 4819, PAGE 2243

NOTES: REAR LIF SHADY SULTICANAL 3 TO 2%  
SLATES, SEVERELY ERODED  
POLY PENN SHADY SULTICANAL NEUTRAL  
SUBSTRATUM 3 TO 2% SLORES  
SEVERELY ERODED.

SOY TYPE 1

MAXIMUM LOT AREA 12,500 SF  
 MAXIMUM LOT WIDTH 25' @ 0.5 L  
 MINIMUM FRONT YARD 60'  
 MINIMUM SIDE YARD 30'  
 MINIMUM REAR YARD 30'  
 MINIMUM BUILDING COVERAGE 8%

[illegible]

### UNKNOWN ACTIVATION DEFECTS

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 2025-24**

**A Resolution Setting Forth the Minimum Municipal Obligations for the  
Police and Non-Uniformed Employees Pension Funds for the  
Calendar Year 2026**

WHEREAS, Act 189 provides procedures for development of Minimum Municipal Obligation (MMO) figures for municipal employee pension funds to be calculated using the total W-2 payroll to date plus the payroll to be projected to be paid in the remaining period of the year; and

WHEREAS, pertinent data has been supplied to Conrad Siegel Actuaries for the calculation of the appropriate MMO amounts to be incorporated into the 2026 calendar year budget for Lower Salford Township; and

WHEREAS, Conrad Siegel Actuaries has provided calculations attached hereto as exhibits one, two, three, four, five, six and seven noting an MMO of \$368,199 for the Lower Salford Township Police Pension Plan; an MMO for the Lower Salford Township Municipal Pension Plan of \$54,345; an MMO for the Lower Salford Township Authority Pension Plan of \$33,036; an MMO for the Lower Salford Township Municipal Defined Contribution Plan of \$53,142 and an MMO for the Lower Salford Township Authority Defined Contribution Plan of \$16,593.

Whereas, UNDER Act 205 the Chief Administrative Officer is required to provide the governing body of the municipality with the 2026 MMO budget requirements by September 30, 2025.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Lower Salford Township acknowledges receipt of the attached MMO figures for the Police and Non-Uniformed Employees' Pension Plans and Defined Contributions Plan and agrees to allocate such funds as part of the 2026 calendar year budget for the Township of Lower Salford.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held September 3, 2025.

TOWNSHIP OF LOWER SALFORD

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

**Keith A. Bergman**, Chairman  
Board of Supervisors

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

**Joseph S. Czajkowski**, Secretary

# LOWER SALFORD TOWNSHIP

## CDL EMPLOYEE DRUG AND ALCOHOL TESTING

### PERSONNEL POLICY

This Policy is established by the Lower Salford Township Board of Supervisors, duly adopted and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025, and shall continue in effect until amended or terminated by the Township. If amended, every covered employee shall receive a copy of the new policy.

#### **I. PURPOSE**

- A. To comply with the state and federal laws and regulations concerning commercial driver's licensed (CDL) employees insofar as they apply to Lower Salford Township .
- B. To conform the employment policies of the Township with the requirements of said laws and regulations.

#### **II. APPLICATION**

This Policy shall apply only to the category of employees and applicants for employment who are required to have a CDL license to operate Township-owned, leased or borrowed vehicles or equipment requiring CDL licensure and perform safety-sensitive functions per 49 CFR 382.107, which are any of a broad array of activities related to operating, loading, servicing, or maintaining commercial motor vehicles as further outlined below.

#### **III. FEDERAL REGULATIONS**

The regulations of the U.S. Federal Motor Carrier Safety Administration (FMCSA) under Title 49 CFR Part 382 and the Pennsylvania Department of Transportation (PennDOT) under Title 67 Pa. Code Chapter 231 are hereby adopted by reference insofar as they apply to the Township, its employees and vehicles, and this Policy.

#### IV. POLICY ESTABLISHED

Employees covered by this policy are prohibited from engaging in the following conduct per 49 CFR 382, Subpart B, while performing safety-sensitive functions:

1. Reporting for or remaining on duty to perform safety-sensitive functions while having a breath alcohol concentration of 0.04 or greater or a positive drug test for which the employee has not completed the necessary return-to-duty process required by 49 CFR Part 40 Subchapter "O";
2. Using alcohol while performing safety-sensitive functions;
3. Performing safety-sensitive functions within four hours after using alcohol;
4. Using alcohol after an accident that requires a post-accident alcohol test until either the test is taken, or eight hours have elapsed, whichever occurs first;
5. Refusing to submit to an alcohol or drug test when required to do so;
6. Reporting for or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any drug or substance identified in in federal regulations at 21 CFR 1308.11 Schedule I; and,
7. Reporting for or remaining on duty to perform sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

Violation of these rules will subject the employee to discipline and/or dismissal pursuant to the provisions of Section VII of this Policy, subject to any applicable provisions and procedures of the collective bargaining agreement in effect, if any.

*Performing a safety-sensitive function* means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

*Prescription drugs* must be kept in their original container identifying the drug, dosage, date of prescription, and prescribing physician. In accordance with the authority given by 49 CFR 382.213(d), the Township can require that CDL employees inform the Township (using PSATS CDL Program Form Drug Use Disclosure) of the nature of any therapeutic drug(s) or substance(s) they take and whether such therapeutic drug(s) or substances(s) will or will not impair the employee's ability to safely operate any vehicle or equipment.

*Safety-sensitive function*, as currently defined by 49 CFR Part 382.107, means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- A. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- B. All time inspecting equipment as required by 49 CFR 392.7 and 49 CFR 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- C. All time spent at the driving controls of a commercial motor vehicle in operation;
- D. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth as defined in 49 CFR 393.76;
- E. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and,
- F. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Given that all CDL employees work within the Public Works Department, the performance of all public works functions required of an employee within the Public Works Department shall be considered a safety-sensitive function, even if not specifically included within the list set forth above.

## V. TESTS ESTABLISHED

The following drug and alcohol test procedures shall be applicable to all employees and applicants for employment to whom this Policy applies. Modern and confidential testing procedures shall be used which will protect the rights of the driver and the integrity of the testing process, safeguard the validity of the test results, and ensure that results are attributed to the correct driver.

- 1) **Pre-Employment (49 CFR Part 382.301)**: All applicants for employment must receive a negative result on a pre-employment drug test prior to them operating any of the Township's CDL vehicles and must also not be prohibited from driving by the FMCSA Clearinghouse under 49 CFR Part 382 Subpart "G". Any applicant testing positive or who is prohibited from operating CDL vehicles according to the Clearinghouse shall not be considered for employment.
- 2) **Post-accident (49 CFR Part 382.303)**: Any employee involved in an accident as defined herein shall be tested at the Township's expense for drugs as soon as is possible after an accident occurs, but not later than thirty-two (32) hours, and for alcohol as soon as is possible after an accident, but not later than eight (8) hours. Municipal employers wanting to implement a post-accident testing policy that is broader than the testing required for CDL employees can only do so through a non-CDL employee testing policy. As for the post-accident testing required of CDL employees, the following applies:
  - i) Testing should not take precedence over needed medical treatment or other needed emergency measures;
  - ii) If for any reason the tests cannot be obtained within the times provided, the tests shall not be administered, and a record made of the reason. However, refusal to submit to a test or interfering with the successful completion of such a test shall be deemed a positive test result in accordance with Section VI below;
  - iii) No employee shall consume alcohol or illegal drugs between the time of the accident and the test administration;
    - a. **POST-ACCIDENT DRUG AND ALCOHOL TESTING**: As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, the Township shall perform a



drug test and alcohol test on its surviving drivers when either of the following conditions occur:

1. The CDL driver was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
  2. The CDL driver receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - b. One or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- b. POST-ACCIDENT DRUG TESTING: As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, the Township shall perform a drug test on its surviving drivers when the following conditions occur:
1. The CDL driver receives a citation more than eight (8) hours but less than thirty-two (32) hours after an accident under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - c. One or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

- 3) **Random (49 CFR 382.305)**: The Township will continue to implement a random testing procedure through the PSATS CDL Program, or other qualified CDL drug and alcohol testing program, meeting the current requirements of the federal CDL drug and alcohol testing regulations. The procedure shall include Township-paid tests of covered employees on a random basis and shall be conducted without any advance notice.
- 4) **Probable Cause/Reasonable Suspicion (49 CFR Part 382.307)**: Any employee giving probable cause or reasonable suspicion to believe that he or she has engaged in prohibited conduct as established in Section IV above shall be subjected to Township-paid testing immediately upon confirmation of such probable cause by any of the Township's personnel who have successfully completed the federally required probable cause training. Probable cause shall be limited to behavior or conduct observed at the workplace or enroute to a workplace during working hours. Observation and confirmation shall be made by personnel who have received the required training as mandated by federal regulations at 49 CFR 382.603. Trained personnel making probable cause observations shall make and file with the Township a written report (using PSATS CDL Program Probable Cause Investigation Form) detailing the attendant circumstances. Such reports shall be kept confidential, and a copy permanently retained in the employee's driver's qualification file.

## **VI. TEST STANDARDS**

No driver shall refuse to submit to a pre-employment controlled substance test required under 49 CFR 382.301, a post-accident alcohol or controlled substance test required under 49 CFR 382.303, a random alcohol or controlled substances test required under 49 CFR 382.305, a probable cause/reasonable suspicion alcohol or controlled substance test required under 49 CFR 382.307, a return-to-duty alcohol or controlled substances test required under 49 CFR 382.309, or a follow-up alcohol or controlled substance test required under 49 CFR 382.311. The Township shall not permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

Any refusal or failure by the CDL employee or an applicant for employment to submit to any test required by this Policy or the applicable law and regulations, shall be deemed to be a positive result. Applicants will not be hired, and employees will be subject to the disciplinary provisions of this Policy, as a result of a positive test. Refusal to submit to a test under this Policy shall include any act or

omission which prevents, thwarts, or frustrates the objectives of this Policy, including without limitation the following: (1) refusal to submit in a timely fashion to testing; (2) refusal or failure by the employee or applicant to complete, sign, or initial the required testing forms; (3) refusal or failure without good cause to provide any sample or provide an adequate sample for testing; and/or (4) failure or refusal to otherwise cooperate with the testing process in a way that prevents the completion of any required test.

All required tests shall be completed using federal testing chain-of-custody forms that are designed to protect the rights of the employee and the integrity of the testing process and safeguard the validity of the test results.

- A. Alcohol Testing. Alcohol testing shall be conducted using a federally approved breathalyzer operated by a certified breath alcohol technician, or other DOT-approved method. Any employee receiving an alcohol test result of greater than or equal to 0.02% breath alcohol level, but less than 0.04% breath alcohol level, shall be immediately removed from safety-sensitive duties for 24 hours. Any test result equal to or greater than 0.04% breath alcohol level shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII.
- B. Drug Testing. Drug testing shall be conducted by urine sample that shall be analyzed at a federally approved testing facility. Any test result confirming the presence of illegal drugs shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII. Any employee testing positive for illegal drugs may request that the split sample of the same specimen be retested, at the employee's expense. Employees must speak with the Medical Review Officer (See Article XI) about such request.
- C. Test Transportation. By its own authority, the Township will provide or arrange transportation to and/or from the testing site, job site or the Township's facilities, as appropriate, under the following circumstances:

- i. All probable cause tests;
- ii. All alcohol tests with results of greater than or equal to 0.02% breath alcohol level; or,
- iii. If the Township has reason to believe that the employee has engaged in prohibited conduct regardless of whether the employee would be required to submit to a probable cause test.

## **VII. POSITIVE TESTS & RETURN-TO-CDL DUTY**

The consequence for any employee who has engaged in prohibited conduct is identified below:

### **RETURN-TO-DUTY OFFERED ONCE**

An employee who tests positive for a drug and/or alcohol test must immediately be removed from safety-sensitive functions. This employee will be allowed to return to duty if this is the employee's first positive test and the employee, prior to returning to CDL duty:

1. Consults with a drug and alcohol abuse professional at the employee's expense within two (2) weeks of notification of a positive test; and
2. Completes all recommended counseling at the employee's expense; and
3. Completes all necessary drug and/or alcohol tests (per Section VIII of this Policy) at the employee's expense by reimbursing the Township for such charges and obtains negative results on the Return-to-Duty test required by 49 CFR Part 382.309 and all subsequent Follow-up-tests required by 49 CFR Part 382.11, and if for drug tests, all shall be collected under observed conditions per 40 CFR Part 67(b).

Any subsequent positive result to a drug and/or alcohol test by this same employee will subject that employee to immediate dismissal.

In addition to removal from safety-sensitive functions, an employee who tests positive will be placed on unpaid leave from the time the Township is notified of the positive test until the employee has completed all necessary steps for Return-to-Duty as set forth above and in Section VIII. At the discretion of the Township Manager, employees may be allowed to use

accrued vacation and/or personal time during this leave. The use of sick time during this unpaid leave will not be allowed.

### **VIII. RETURN-TO-DUTY AND FOLLOW-UP TESTING**

If an employee who tests positive for a drug and/or alcohol test is offered the chance to return-to-duty, that employee (1) shall be placed in a 12-month probationary employment period or until the conclusion of any required counseling, whichever is longer, (2) shall be subject to and directly pay for any and all required counseling, and (3) shall reimburse the Township for the cost of the return-to-duty test and all follow-up tests as required by the Substance Abuse Professional (See Section XIII) counseling the employee following return to CDL duty.

Regarding follow-up testing, the employee shall, per 49 CFR Part 382.503, be subject to at least six unannounced follow-up tests in the first twelve months after the employee's negative return-to-duty test and can be kept under required counseling by the Substance Abuse Professional (See Section XIII) counseling the employee for up to five years. A positive result on any test, regardless of the substance, administered during this probationary period, including any random tests, or failure to abide by any required counseling, automatically subjects the employee to immediate dismissal.

### **IX. TEST RESULTS**

Employees will be notified of their positive test results. Test results shall be retained by the Medical Review Officer (See Article XI) responsible for analyzing the employees' test results. Said results shall be held in strictest confidence and shall be accessible only to the employee, the Township, and such other persons authorized by law and shall not be released to any other person except with the written consent of the employee or if required by law or Court order.

### **X. CONFIDENTIALITY OF DOCUMENTS**

All files, documents, and records of the Township related to the application of this Policy to individual employees shall be deemed and kept confidential by the Township, subject to disclosure that may be required by law or Court order.

## **XI. RECORDKEEPING**

Records relating to the administration and results of the Township's drug and alcohol testing program for its CDL employees will be maintained in accordance with 49 CFR Part 382.401.

All drug and alcohol tests will be conducted by licensed facilities and analyzed by a Medical Review Officer (MRO). The PSATS CDL Program's MRO is a licensed Doctor of Medicine with knowledge of drug and alcohol abuse disorders and is employed by this consortium which the Township has joined to conduct alcohol and drug testing in accordance with the federal regulations. The MRO shall be the sole custodian of any individual's test results.

## **XII. ACCESS TO TEST RESULTS AND FINDINGS**

No person other than the Township's designated contact person may obtain the individual test results retained by the Medical Review Officer, and no Medical Review Officer shall release the individual test results of any employee to any person, without first obtaining written authorization from the tested individual, unless as otherwise required by law or Court order.

## **XIII. EMPLOYEE ASSISTANCE PROGRAM**

The Township shall establish the following:

- A. Employees who test positive for drugs or alcohol shall be personally responsible for obtaining and paying for a Substance Abuse Professional for consultation and treatment. Employees needing a Substance Abuse Professional can contact American Substance Abuse Professionals, Inc at (888) 792-2727 to arrange for the necessary counseling with an approved Substance Abuse Professional available in the area.
- B. Owing to the negative effects of drug use and alcohol misuse on an individual's health, work, and personal life, the Township encourages its employees to voluntarily seek assistance for additional educational, training, or counseling on drug and alcohol problems by accessing interventions offered through their personal medical insurance program or through Township-sponsored confidential employee assistance programs.

Contact information for Employee Assistance Program (EAP): Health Advocate – 877-240-6863

- C. Further, any covered employee exhibiting an indication of a drug or alcohol problem will be asked to seek counseling as a condition of continued employment. Any covered employee exhibiting an indication of prohibited conduct shall be investigated to determine if a probable cause test is warranted in accordance with this Policy.
- D. An annual one-hour training and educational program for covered employees that shall include a review of this Policy and other pertinent matters.
- E. Training in drug and alcohol detection and related matters is required for all supervisory personnel of the Township's CDL employees. This training may be satisfied by attendance at a PSATS CDL Program probable cause workshop.

#### **XIV. CDL INFORMATION CONTACT**

The following person is designated by the Township for the purpose of providing information to employees concerning the federal laws and regulations governing the testing of CDL employees and for implementing and monitoring the Township's compliance with the federal testing program:

Stephanie Dillon, CDL Program Coordinator  
PSATS CDL Program  
4855 Woodland Drive  
Enola, PA, 17025  
(E): cdl@psats.org  
(P): 800-235-7579  
(I): cdl.psats.org

#### **XV. MISCELLANEOUS**

- A. This Policy shall be implemented in accordance with the constitutional and legal rights of the employees subjected to it.
- B. This Policy shall not be deemed to be a covenant of employment or other form of covenant or contract between the Township and any employee.
- C. Any collective bargaining agreement entered into by the Township subsequent to the adoption of this Policy shall conform to the provisions of this Policy.
- D. Any agreement for the sharing, leasing, lending, or other transfer of CDL employees between the Township and any other municipality or private

enterprise shall address in writing the status of said employees as to whether they are employees of the receiving entity during the period of the transfer.

- E. Any contract for services involving CDL employees shall expressly state whether the contracting party is an independent contractor or employee of the Township. Any contractor must regularly, during the life of any contract, provide to the Township the appropriate documents showing their continued compliance with the federal CDL act and regulations.
- F. The definition of terms shall be as contained in the relevant federal and state regulations.
- G. A copy of this Policy shall be delivered to every employee and applicant for employment who is subject to it and to all supervisory personnel. All employees shall sign an acknowledgment of receipt of the Policy which shall be permanently retained in the employee's personnel file.
- H. A copy of the controlling law and federal regulations shall be maintained in the Township's offices and shall be accessible to employees, upon request.
- I. This Policy will be limited by any applicable federal or state law, or by municipal ordinance or any applicable collective bargaining agreement which does not contravene such laws.
- J. Employees agree to waive any liability against the Township arising out of the Township's administration of this Policy and its administration of the program established pursuant to the federal law or regulations regarding the Township's responsibility for CDL drivers.

###



ARTICLE XIIA  
**AO Administrative Office District**  
**[Added 5-19-1982 by Ord. No. 82-6]**

**§ 164-62.1. Declaration of intent. [Amended 10-5-2022 by Ord. No. 2022-03]**

It is the intent of this article to permit office development for the administrative, executive and/ or professional purposes of individual companies and/or corporations which desire a campus or institutional-style setting, and to permit uses generally focused on the research and development industry. It is further the intent to encourage only that development which is compatible with the village character of Harleysville, including a variety of commercial and other non-residential uses, and which doesn't detract from any nearby areas of existing or future residential development.

**§ 164-62.2. Permitted uses.**

A. A building or group of buildings may be erected and/or used, and a lot area may be used and/or occupied, for the following purposes and no others:

- (1) Class One, Class Two and Class Three institutional uses, in accordance with the standards of Article XIVA of this ~~chapter~~Chapter. [Added 8-21-1997 by Ord. No. 97-5]
- (2) Municipal buildings, offices and uses. [Added 8-21-1997 by Ord. No. 97-5]
- (3) Fire companies and other rescue services. [Added 8-21-1997 by Ord. No. 97-5]
- (4) Technology and engineering. [Added 10-5-2022 by Ord. No. 2022-03]
- (5) Assembly and light manufacturing. [Added 10-5-2022 by Ord. No. 2022-03]
- (6) Microbrewery. [Added 10-5-2022 by Ord. No. 2022-03]
- (7) Office use. The following types of office use shall be permitted:
  - (a) Business offices.
  - (b) Professional offices.

B. In addition to the uses identified in §164.62.2.A, a building or group of buildings existing as of the date of the enactment of this Ordinance may be used and/or occupied for the following purposes and no others:

- (1) Banks, savings-and-loan associations, and credit unions.
- (2) Retail.
- (3) Confectioneries or bakeries for production of items that will be sold primarily on the premises.
- (4) Personal service shops. Barbershops and/or hairdresser, shoe repair, tailor and similar services.
- (5) Studios. Studios for dance, music, photography and/or art, including exercise facilities that do not require court areas for sports activities.

- (6) Repair shops. Shops for the repair of small equipment and appliances, provided there is no outdoor storage on-site, noise levels are maintained at a level similar to that of other uses permitted in the district and there is no repair of vehicles, vehicle parts, watercraft or recreational vehicles.
- (7) Conditional uses. The following uses may be permitted by the Board of Supervisors as conditional uses in accordance with all the standards of this Article, except for the overall master plan requirement set forth in §164-62.4.A, and all other applicable standards in this Chapter.
  - (a) Restaurants.
  - (b) Sale of appliances, electronics and furniture.
  - (c) Exercise facilities, including court areas, pools or other larger amenities for exercise.
  - (d) Specialty shops for the retail sale of tobacco and related supplies.
  - (e) Funeral homes.
  - (f) Clubs, lodges or other similar organizations.
  - (g) Hotels and bed-and-breakfasts.
  - (h) Private preschool, day-care and/or elementary school facilities.
  - (i) Wholesale uses without warehousing.
  - (j) Auto parts and supplies stores, not including vehicle repairs, vehicle sales, or vehicle service.
  - (k) Drugstores and pharmacies.
  - (l) Hardware stores.
  - (m) Rental of tools and equipment.
  - (n) Convenience food stores without the sale of fuel, including electric vehicle re-charge stations.
  - (o) Food processing, subject to compliance with § 164-25.3 (Environmental Performance Standards) of this Chapter.

C. Conditional uses. A tract or lot on which land development is proposed pursuant to the Lower Salford Township Subdivision and Land Development Ordinance may be used for the following purposes when permitted by the Board of Supervisors as a conditional use, subject to all of the requirements set forth in this Article, including, without limitation, the Development Regulations set forth in §164-62.4, and all other applicable criteria and standards of this Chapter:

- (1) Banks, savings-and-loan associations, and credit unions.
- (2) Retail not exceeding 15,000 square feet (including areas devoted to accessory uses).
- (3) Confectioneries or bakeries for production of items that will be sold primarily on the

premises.

- (4) Personal service shops. Barbershops and/or hairdresser, shoe repair, tailor and similar services.
- (5) Studios. Studios for dance, music, photography and/or art, including exercise facilities that do not require court areas for sports activities.
- (6) Repair shops. Shops for the repair of small equipment and appliances, provided there is no outdoor storage on-site, noise levels are maintained at a level similar to that of other uses permitted in the district and there is no repair of vehicles, vehicle parts, watercraft or recreational vehicles.
- (7) Restaurants.
- (8) Sale of appliances, electronics and furniture.
- (9) Exercise facilities, including court areas, pools or other larger amenities for exercise.
- (10) Specialty shops for the retail sale of tobacco and related supplies.
- (11) Funeral homes.
- (12) Clubs, lodges or other fraternal organizations.
- (13) Hotels and bed-and-breakfasts.
- (14) Private preschool, day-care and/or elementary school facilities.
- (15) Wholesale uses without warehousing.
- (16) Auto parts and supplies stores, not including vehicle repairs, vehicle sales, or vehicle service.
- (17) Drugstores and pharmacies.
- (18) Hardware stores.
- (19) Rental of tools and equipment.
- (20) Convenience food stores without the sale of fuel, including electric vehicle re-charge stations.
- (21) Food processing, subject to compliance with § 164-25.3 (Environmental Performance Standards) of this Chapter.

D. Accessory uses for permitted commercial properties that meet the requirements of § 164-15B of this Chapter.

~~B.~~

~~Office buildings for administrative, executive and/or professional purposes.  
Accessory uses customarily incidental to the above use.~~

**§ 164-62.3. Dimensional standards.**

A. Minimum dimensional standards shall be as follows:



- (1) Net lot size: 15 acres. [Amended 8-21-1997 by Ord. No. 97-5]
- (2) Lot width and depth where the principal building is located: 450 feet.
- (3) Building setbacks:
  - (a) From street ultimate rights-of-way other than Harleysville Pike: 200 feet.
  - ~~(a)(b)~~ From Harleysville Pike (SR 113): 100 feet.
  - ~~(b)(c)~~ From residential zones: 100-150 feet.
  - ~~(e)(d)~~ From zones other than residential: 50 feet.
- (4) Parking and internal driveway setbacks:
  - (a) From street ultimate rights-of-way other than Harleysville Pike: 50 feet.
  - ~~(a)(b)~~ From Harleysville Pike (SR 113): 100 feet.
  - ~~(b)(c)~~ From property lines: 50 feet.
  - ~~(e)(d)~~ From buildings: 30 feet.
- (5) Buffer area: 25 feet. (Refer to § 164-62.6.)
- ~~(6)~~ Spacing between buildings: height of the taller building.
- ~~(7)~~

C.B. Maximum dimensional standards shall be as follows:

- (1) Principal building height: 45 feet, except that spires, steeples, pitched roofs or similar nonoccupied architectural features for aesthetic, mechanical or decorative purposes may be permitted up to a height of 65 feet, provided that any nonoccupied mechanical elements are completely screened from view with a decorative facade that is architecturally compatible with the building as a whole. [Amended 12-16-1999 by Ord. No. 99-17] 35 feet.
- (2) Impervious coverage: 50%, including buildings, roads, driveways, parking lots, walks, patios and terraces.
- ~~(3)~~ Accessory building height: 25 feet.
- ~~(3)(4)~~ Building size: 15,000 square feet

**§ 164-62.4. Development requirements.**

All development within this district shall conform to the following requirements:

A. Master Plan. All properties proposed for development or subdivision shall be developed in accordance with a Master Plan that has been approved by the Board of Supervisors, that meets the following requirements:

- (1) Master plans shall be prepared when any property, existing at the time of adoption of this chapter, is initially proposed for subdivision or land development. Subdivided properties that are intended to be developed at a later date shall be subject to this initial

Master Plan.

(2) Master Plans shall comply with the sketch plan requirements and procedures of the Subdivision and Land Development Ordinance (SALDO). In addition to the sketch plan information required in the SALDO, the Master Plan shall also show the following information:

(a) Uses

(b) Landscaping

(c) Parking

(3) Final plans conforming to Master Plan. Final plans and building permits approved for development by the Township shall substantially conform to the Master Plan as presented to the Township. The applicant shall define and demonstrate the differences between the Master Plan and any proposed final plan.

(4) Subsequent uses and development conforming to Master Plan. Master Plans shall be amended and submitted to the Township when any subsequent building permit, zoning permit, subdivision or land development application is proposed that does not substantially conform to the previously approved Master Plan according to the determination of the Zoning Officer, and a new approval from the Board of Supervisors is needed.

A-B. Development shall be in accordance with an ~~overall Master plan~~ Plan for the site, as described above, consistent with zoning requirements and the generally accepted principles of site planning, designed to integrate buildings, service and parking areas, traffic circulation and landscaped areas.

B-C. A planned, efficient system of ingress, egress and interior circulation shall be provided and shall be designed to minimize interference with existing street traffic patterns and flow.

C-D. Adequate areas shall be provided for loading and unloading of delivery trucks and other vehicles and servicing of ~~offices-the development~~ by refuse collection, fuel, fire and other service vehicles. Service areas shall be screened from view by decorative walls and/or evergreen tree screening.

D-E. Lighting shall be provided and arranged in a manner which will protect adjacent streets and properties from unreasonable direct glare.

E-F. All utility lines shall be placed underground.

F-G. Public water and sewers shall be ~~utilized if available. If not available, an adequate water supply and sewage disposal system may be used, subject to approval by appropriate regulating agencies and the Board of Supervisors, upon recommendation of the Township Engineer required.~~

~~G-H.~~ A maximum of 30% of the total building floor area on any one parcel may consist of assembly and light manufacturing and microbrewery uses, combined. [Added 10-5-2022 by Ord. No. 2022-03]

~~H-I.~~ Warehouse and distribution ~~accessory to life sciences, technology and engineering, assembly and light manufacturing, and microbrewery uses shall comprise of no more than 30% of the total square footage of the primary use, shall be permitted as an accessory use only, and shall be subject to the following standards: [Added 10-5-2022 by Ord. No. 2022-03]~~

~~(0) Shall only be permitted as an accessory use to the following primary uses: life sciences, technology and engineering, assembly and light manufacturing, and microbrewery uses.~~

~~(0) Shall comprise of no more than 30% of the total square footage of the primary use.~~

~~K-J.~~ Outside storage or display areas are prohibited. [Added 10-5-2022 by Ord. No. 2022-03]

~~L-K.~~ The following uses shall have primary vehicular access on a principal arterial road: [Added 10-5-2022 by Ord. No. 2022-03]

- (1) Life sciences.
- (2) Technology and engineering.
- (3) Assembly and light manufacturing.
- (4) Microbrewery.

~~L.~~ A maximum of 30% of the total building floor area devoted to the microbrewery use may consist of accessory uses such as a tap room with food service, tasting room, and retail sales. [Added 10-5-2022 by Ord. No. 2022-03]

~~M.~~ All development, including but not limited to structures, buildings, and parking, shall be set back at least 100 feet from the edge of rights-of-way for high-voltage electric transmission lines and bulk-distribution pipelines.

~~N.~~ All buildings shall be designed to be compatible and generally consistent with the architectural design, appearance, and building materials of historic buildings found in nearby village areas and shall adhere to the design standards in the Commercial and Mixed-Use Design Guide.

~~M-O.~~ Existing trees shall be preserved to the greatest extent possible.

#### § 164-62.5. Parking requirements.

Suitably designed parking areas shall be provided in compliance with the following:

- A. ~~Off-street parking shall be provided in accordance with Section 164-99. The number of parking spaces required shall be one space per 275 square feet of gross floor area.~~
- B. If the number of spaces required by Subsection A above is substantially larger than the number anticipated by the applicant, the reserve parking concept may be utilized to avoid unnecessary paving, in accordance with the following criteria:
  - (1) The total number of spaces which must be paved initially may be reduced by the Township Supervisors, upon recommendation of the Township Planning Commission

and Engineer, to not less than one space per anticipated 1.5 employees during the most heavily staffed periods.

- (2) A suitable area must be available and reserved for construction of the balance of the total number of spaces required by Subsection A above, in accordance with the overall plan for development.
- (3) Reserved parking spaces shall be installed if and when deemed necessary by the Board of Supervisors, upon recommendation of the Township Planning Commission and Engineer, to relieve overcrowded conditions, if they develop.



(4) The applicant shall provide evidence supporting the validity of a request to use the reserve parking concept.

C. Parking lot design shall comply with the requirements of the applicable standards of ~~Chapter-~~ 142, Subdivision and Land Development.

**§ 164-62.6. Landscaped buffer requirements.**

- A. Along all road frontages and property lines of developed properties, the buffer area shall contain shade trees, evergreen trees and ornamental shrubs capable of softening the appearance of the ~~office~~ development.
- B. Parking lots shall be partially screened from view from roads and abutting residentially developed properties by an extensively landscaped buffer area containing evergreen trees and shrubs and earthen mounding for a screening effect, in addition to the shade trees and ornamental shrubs required for a softening effect.
- C. Along property lines abutting undeveloped fields zoned residentially, occasional shade tree groupings shall be provided as a benefit to future development.
- D. Where wooded areas or desirable hedgerows exist, additional landscaping shall not be required.

**§ 164-62.7. Plan submission requirements.**

All proposals for development, including landscaping, within this district shall be submitted to the Township for review and shall comply with the applicable requirements of ~~Chapter-~~ 142, Subdivision and Land Development.







Richard C. Mast Associates, P.C. | Consulting Engineers and Land Surveyors

The Village at Lederach | 658 Harleysville Pike, Suite 150 | Harleysville, PA 19438 | 215-513-2100 | Fax 215-513-2101

February 19, 2025; Revised July 9, 2025

Lower Salford Township  
345 Main Street  
Harleysville, PA 19438

**ATTN: Mr. Michael Beuke, Director of Building and Zoning**

**SUBJ: Ennis Subdivision (440 and 450 Hoffman Road) – Request for Waivers**  
**Lower Salford Township, Montgomery County, PA**  
**RCMA Project Number 3226**

Dear Mike:

We respectfully request the following Waivers from the Lower Salford Township Subdivision and Land Development Ordinance in conjunction with the above referenced Land Development Application. I have listed the section for each Waiver request along with an explanation of the request below.

***Section 142-15.C.(6)(a) Preliminary Plan Requirements***

A waiver is requested to not provide Location, Size, Species and Condition of Trees eight inches in diameter (dbh) or greater in wooded areas outside of the limit of disturbance.

***Section 142-42.E.3. Street Tree Location.***

A waiver is requested for the installation of street trees in an alternative location to not conflict with proposed pathway construction or existing overhead utility lines.

***Lower Salford Township Engineering Standards (LSTES).***

A waiver is requested to allow the installation of HDPE piping in lieu of reinforced concrete piping.

[www.rcmaonline.com](http://www.rcmaonline.com)

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*Site Development • Land Subdivision • Land Planning • Boundary Survey • Construction Stakeout*

**Mr. Michael Beuke, Director of Building and Zoning**  
**Ennis Subdivision (440 and 450 Hoffman Road) – Request for Waivers**  
**June 28, 2023**  
**Page 2**

Please feel free to contact me if you have any questions.

Sincerely:

Richard C. Mast Associates, P.C.

A handwritten signature in black ink, appearing to read "Richard C. Mast", is written over a horizontal line.

By: Richard C. Mast, P.E., President

Cc: Mr. Lewis Ennis

Q:\ProjectAdmin\3200 Series\3226 - Ennis Subdivision\3 Files Sent\3 Originals\3226 C004-MBeuke (Waivers).docx



# Bursich Associates

A DIVISION OF VAN CLEEF ENGINEERING

2129 East High Street  
Pottstown, PA 19464

August 14, 2025

Jaime E. Snyder  
Borough Manager  
Hatfield Borough  
401 South Main Street  
P.O. Box 190  
Hatfield PA 19440

RE: **MCCC 2025-2026 Rock Salt Bid**  
**Contract Award Recommendation**  
Bursich Project No: MON-20/218190

Dear Jaime:

On August 14, 2025, three bids were received for the MCCC 2025-2026 Rock Salt Bid. The apparent low bidder was Morton Salt, Inc. with a bid of \$63.61 per delivered ton, and \$63.00 per non-delivered ton.

This is an increase of \$1.01 per delivered-ton compared to last year's bid, which was awarded to Riverside Construction Materials, Inc. at a price of \$62.60 per ton delivered in 2024-2025.

We have reviewed their submitted bid documents and found them to be satisfactory. Morton Salt, Inc. has delivered salt to the MCCC members in the past, and we are not aware of any significant issues during that time. Therefore, we recommend the contract be awarded to **Morton Salt, Inc.** with a bid of **\$63.61 per delivered ton**, and **\$63.00 per non-delivered ton**. Enclosed is a copy of the bid tabulation for your files.

Should you have any questions or need further information, please feel free to contact me at 484-941-0418 or ccamburn@vancleefengineering.com.

Very Truly Yours,  
Van Cleef Engineering Associates, LLC

Chad E. Camburn, P.E.  
Professional Engineer

Enclosure: Bid Tabulation dated August 14, 2025  
Morton Salt, Inc. bid documents

Pc: Kate Harper, Borough Solicitor (w/ encl.; via email)

F:\Projects\MON-20\218190-00 Salt Bidding\2025 Bid\BIDS\2025-08-14\_2025-26 Salt Bid Award Recommend.docx

## OFFICE LOCATIONS

[www.vancleefengineering.com](http://www.vancleefengineering.com)

Hillsborough, NJ  
908-359-8291

Mt. Arlington, NJ  
862-284-1100

Phillipsburg, NJ  
908-454-3080

Doylestown, PA  
215-345-1876

Pottstown, PA  
610-323-4040

Hamilton, NJ  
609-689-1100

Toms River, NJ  
732-573-0490

Freehold, NJ  
732-303-8700

Bethlehem, PA  
610-332-1772

**BID TABULATION**  
**Rev-1**

MCCC 2025-2026 Rock Salt Bid

Hatfield Borough

Date of Bid Opening : August 14, 2025

				Morton Salt, Inc.		Riverside Construction Materials Inc.		Eastern Salt Company, Inc.	
Item	Description	Units	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	DELIVERED	TON	60,945	\$63.61	\$3,876,711.45	\$63.86	\$3,891,947.70	\$89.90	\$5,478,955.50
2	NON-DELIVERED	TON	60,945	\$63.00	\$3,839,535.00	\$63.86	\$3,891,947.70	\$89.90	\$5,478,955.50