

LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS MINUTES  
October 1, 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, Scott Denlinger; Township Engineer, Michele Fountain; and Township Traffic Engineer, Stephanie Butler.

Chairman Bergman led all in the Pledge of Allegiance.

Public Comment

Rob Carlson, 864 Main St., suggested that with all of the changes being proposed to the AO (Administrative Office) district, that the Township should consider changing the name of the district. He felt that the AO designation did not properly reflect the uses proposed. He also congratulated the Board on approving the Jr. Supervisor program.

Lori Yamashita, 470 Wexford Circle, thanked the Board of Supervisors and the Planning Commission for all of the work they do to keep the great quality of life in Lower Salford. She also wanted to thank Mike Bueke and Patti Reimel for the excellent work they do for the residents. She said that she welcomes Care and Share to the Community and is happy to see the existing building being re-used, however, she does not agree with the proposed additional uses for the undeveloped portion of the property.

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 a Zoning Hearing Board hearing scheduled for November, 379 Main Street, assessor use building setback as part of a minor subdivision.

### Park Board

Mrs. Hosterman reported that the next meeting of the Park Board is scheduled for October 28<sup>th</sup> at 7:00pm.

### Fire Chief

Deputy Chief Jesse Mancini reported that the fire company responded to 27 calls in the month of September. He said that there were 10 firefighters responding per call and that they were in service for 19 hours and 27 minutes. Deputy Chief Mancini said that the Fire Company's annual Open House will take place in conjunction with the Harleysville Market on Sunday October 4<sup>th</sup> at the fire station and along Kulp Road from 10-2.

### Freedom Valley Medical Rescue

No Report

### Communications Committee

Supervisor Shelly reported that the Communications Committee is working on various ways to improve communications. He also said that the committee would be hosting a table at the Fire Open House/Harleysville Market on Sunday October 5<sup>th</sup>. Mr. Shelly said that the next meeting of the Communications Committee is scheduled for October 15<sup>th</sup> at 7:30pm.

### Recreation Authority

Chairman Bergman reported that the golf course exceeded budget in July and August and that September numbers were looking good as well.

## Unfinished Business

A) Ordinance 2025-03 – Proposed Administrative Office Zoning District Text Amendment – Chairman Bergman opened the hearing and asked Solicitor Scott to give an overview of the process. Mr. Denlinger gave an overview of the proposed changes and noted the exhibits for the record. Supervisor Canavan gave a brief history of the AO district and noted that changes were needed. Supervisor Shelly expressed his concerns with the changes and the additional uses. He also expressed his frustration that the trail that had been approved with the last land development had not been installed. Lori Yamashita expressed her concerns with the additional uses being proposed. Christine Pionzio, attorney for the property owner, gave an overview of the proposed uses in the existing building and agreed that there were additional hurdles in place for the development of the undeveloped portion of the property. Chairman Bergman closed the hearing. Supervisor Canavan moved to adopt Ordinance 2025-03. Supervisor Krauss seconded the motion. The motion passed 4 to 1 with Supervisor Shelly voting no.

## New Business

A) Resolution 2025-25 – Authorization to Submit a Grant Application for the Montco Forever Green Grant Program for Purchase of 222 Maple Avenue – Supervisor Canavan moved to adopt Resolution 2025-25. Supervisor Krauss seconded the motion. The motion passed unanimously.

B) Resolution 2025-26 – 440 – 450 Hoffman Road Preliminary/Final Residential Subdivision Approval - Supervisor Canavan moved to adopt Resolution 2025-26. Supervisor Scheuren seconded the motion. The motion passed unanimously.

C) Resolution 2025-27 – Authorizing the Execution of an Agreement of Sale for the Purchase of 460 Stover Road – Chairman Bergman stated that this agreement was for the purchase of 62.65 acres of property bounded by Quarry Road, Main Street and Stover Road and located adjacent to and behind the Hennings Shopping Center. Supervisor Shelly said that he was happy that he and the rest of the board were unanimous in the desire to preserve this property. Supervisor Canavan and Mr. Czajkowski reviewed a power point presentation giving an overview of the property, what could have been developed there and how the property will be paid for. Supervisor Canavan also thanked the Allebach family

for working with the Township to get to this agreement. Supervisor Canavan moved to adopt Resolution 2025-27. Supervisor Scheuren seconded the motion. The motion passed unanimously.

D) Supervisor Canavan moved to table this item until November. Supervisor Scheuren seconded the motion. The motion passed unanimously.

E) 862 Harleysville Pike – Preliminary/Final 2-lot Subdivision – Discussion of Waivers – The applicant asked that the curbs and sidewalks be waived and to allow existing trees on the site be utilized to satisfy the street tree requirement. The Board did not have an issue with the requests.

F) 531 Main Street – Residential Preliminary Land Development – Discussion of Waivers – Rick Mast, engineer for the applicant, gave an overview of the waiver requests. Mr. Mast said that many of the requests are a result of the grading of the property. Additionally, Mr. Mast noted that the developer would be installing a trail to connect it with Pioneer Circle.

J) This item was moved up on the agenda - Junior Supervisor Appointment – Supervisor Shelly gave a brief history of how the program came about and noted that the board received 4 outstanding applications 2 seniors and 2 juniors. As there are only 2 positions open the board decided to appoint the 2 seniors with hopes that the Junior applicants will apply next year. Supervisor Shelly moved to appoint Thomas Holloway and Nadia Choe as Lower Salford Township Junior Supervisors. Supervisor Krauss seconded the motion. The motion passed unanimously.

G) This item was tabled until November.

H) This item was tabled until November

I) Zoning Hearing Board Application – 379 Main Street – Subdivision - Supervisor Scheuren moved to approve the application to the Zoning Hearing Board. Supervisor Krauss seconded the motion. The motion passed unanimously.

Public Comment – Supervisor Shelly thanked the applicants for the Junior Supervisor program and said he was excited for them to get involved. Also, he again thanked the other members of the Board for getting the Allebach property under agreement of sale.

Mr. Czajkowski said that there was a need for a brief executive session to discuss a matter of real estate. The Board will not be returning.

There being no further business, Mr. Denlinger moved to adjourn at 9:16 pm.

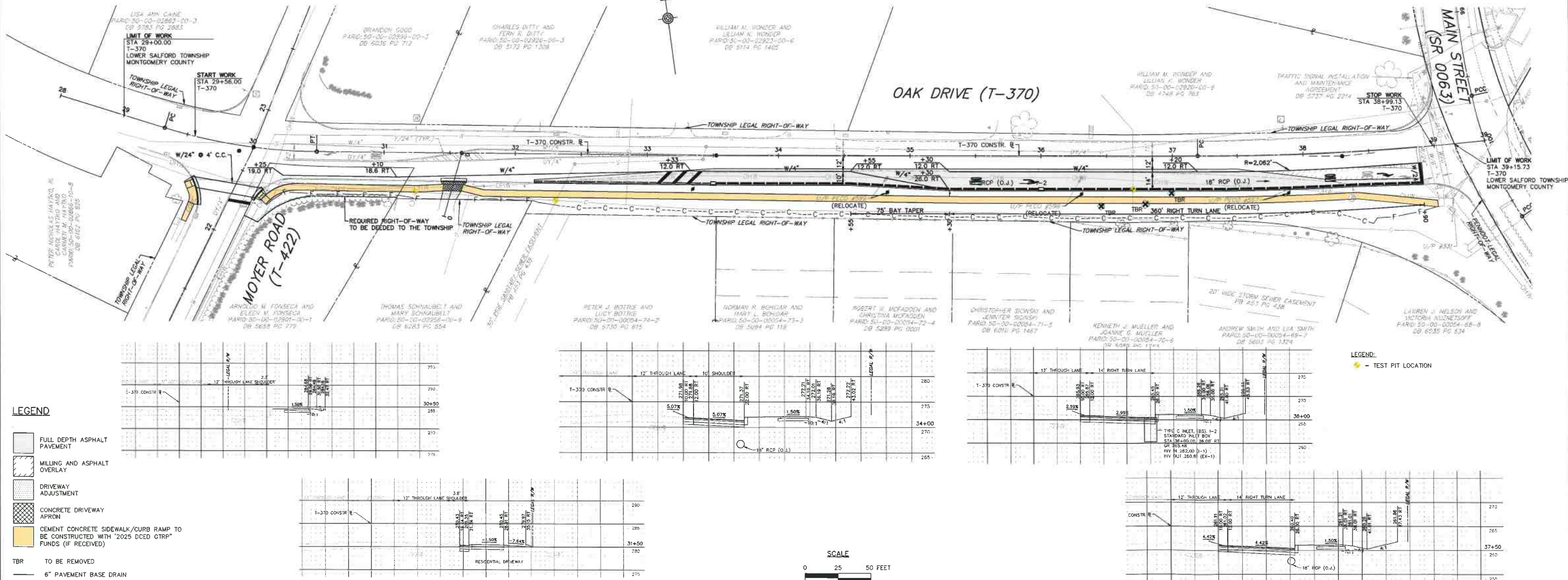
Respectfully Submitted,

Joseph Czajkowski

Township Manager

November 5, 2025  
Board of Supervisors Work Session  
Not For Construction

| DISTRICT               | COUNTY     | ROUTE | SECTION | SHEET    |
|------------------------|------------|-------|---------|----------|
| 6-0                    | MONTGOMERY | T-370 | -       | 18 OF 32 |
| LOWER SALFORD TOWNSHIP |            |       |         |          |
| REVISION NUMBER        | REVISIONS  | DATE  | BY      |          |
|                        |            |       |         |          |
|                        |            |       |         |          |
|                        |            |       |         |          |



**Bowman**

425 COMMERCE DRIVE  
SUITE 200  
FORT WASHINGTON, PA 19034  
PH: (215) 283-9444  
FAX: (215) 283-9447

DESIGN BY: KAM  
DRAWN BY: KAM  
CHECKED BY: SLB  
JOB NO: 313822  
DWG: 822EXH01  
DATE: 04-15-25

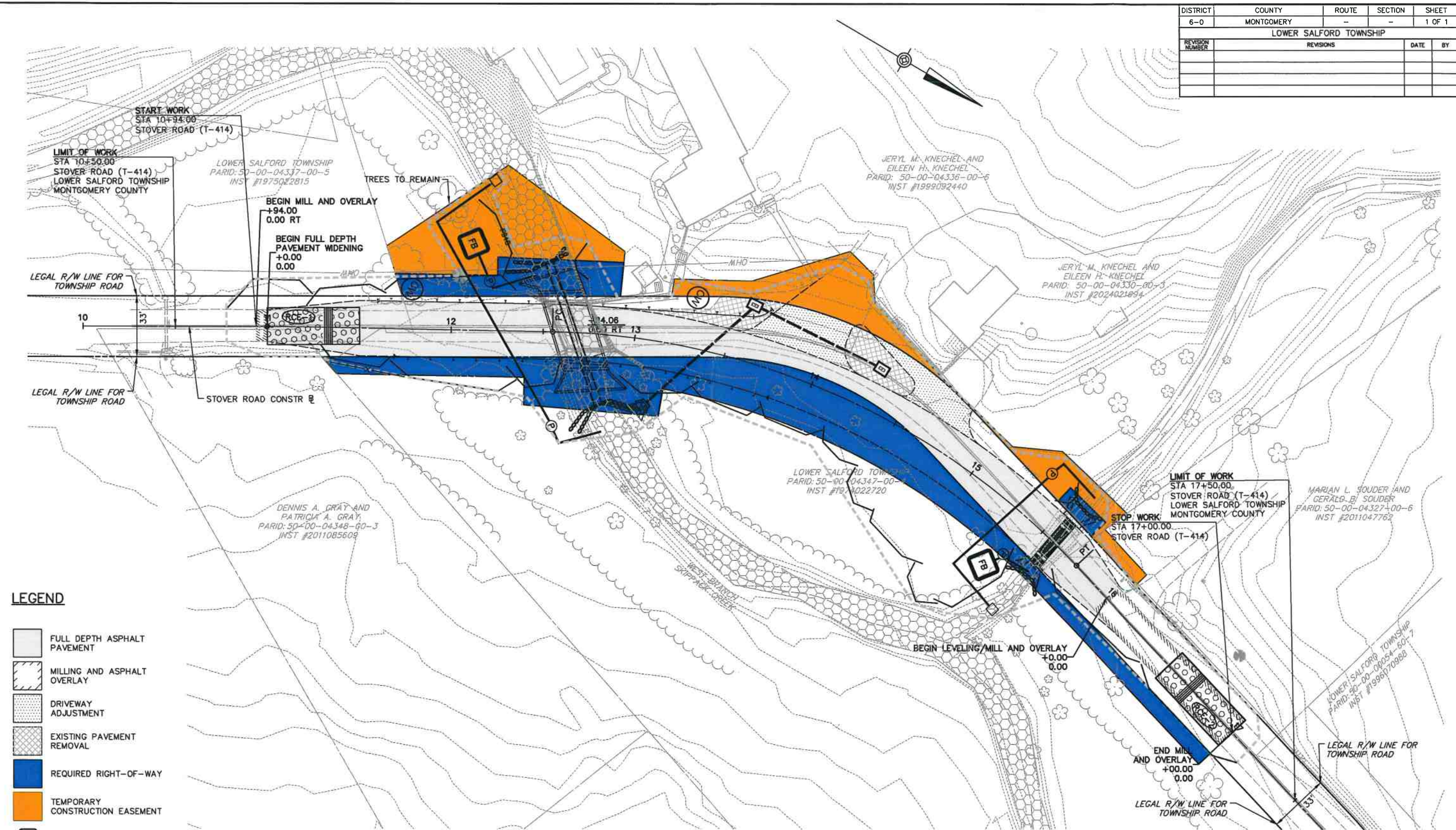
LOWER SALFORD TOWNSHIP  
379 MAIN STREET  
HARLEYSVILLE, PA  
(215) 256-8887

OAK DRIVE RIGHT TURN LANE AND SIDEWALK CONNECTION  
OAK DRIVE (T-370)  
LOWER SALFORD TOWNSHIP  
MONTGOMERY COUNTY

OVERALL IMPROVEMENT  
PLAN EXHIBIT

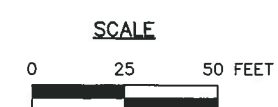


| DISTRICT               | COUNTY     | ROUTE | SECTION | SHEET  |
|------------------------|------------|-------|---------|--------|
| 6-0                    | MONTGOMERY | -     | -       | 1 OF 1 |
| LOWER SALFORD TOWNSHIP |            |       |         |        |
| REVISION NUMBER        | REVISIONS  | DATE  | BY      |        |
|                        |            |       |         |        |
|                        |            |       |         |        |
|                        |            |       |         |        |



# LEGEND

- FULL DEPTH ASPHALT PAVEMENT
- MILLING AND ASPHALT OVERLAY
- DRIVEWAY ADJUSTMENT
- EXISTING PAVEMENT REMOVAL
- REQUIRED RIGHT-OF-WAY
- TEMPORARY CONSTRUCTION EASEMENT
- PUMP WATER FILTER BAG
- PUMP
- STREAM DIVERSION DEVICE
- COMPOST FILTER SOCK
- LIMIT OF DISTURBANCE



November 5, 2025  
Board of Supervisors Work Session



**LOWER SALFORD TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**  
**RESOLUTION NO. 2025-28**

**Be It Resolved**, by authority of the Board of Supervisors of the Lower Salford Township, Montgomery County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Supervisors of said Municipality be authorized and directed to sign the attached Agreement on its behalf.

**ATTEST:**

Lower Salford Township

\_\_\_\_\_  
(Signature and designation of official title)  
Joseph S. Czajkowski, Township Manager

By: \_\_\_\_\_  
(Signature and designation of official title)  
Keith A. Bergman, Chairman

I, Keith A. Bergman, Chairman of the Board of Supervisors of the Lower Salford Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Lower Salford Township Board of Supervisors, held on the 5<sup>th</sup> Day of November, 2025.

**DATE:** November 5, 2025

\_\_\_\_\_  
(Signature and designation of official title)  
Keith A. Bergman, Chairman Board of Supervisors

**NOTE:** Signature on the Department signature page of this Agreement must conform with signature on this Resolution.





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

379 MAIN STREET  
HARLEYSVILLE, PA 19438

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

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**TO:** *Board of Supervisors*

**FROM:** *Douglas R. Jones, Director of Public Works*

**DATE:** *October 31, 2025*

**SUBJECT:** *PennDOT Winter Services Agreement*

**CC:** *Joseph S. Czajkowski, Township Manager*

In thinking about the term of the Winter Services Agreement, it occurred to me that to affect beneficial changes in future agreements, the initial term of the agreement should be as short as possible. Currently, there are 2 cycles with some municipalities starting their new agreements last year, and the current cycle that starts this year. My thought is that we should be with the first-year cycle to hopefully help initiate the conversations with PennDOT on a new agreement that would result in negotiated terms that would be acceptable to all.

I have communicated this change in our agreement to PennDOT and have provided a red-lined version of the agreement for your review.

Please let me know if you have any questions or concerns.

DATE: \_\_\_\_\_  
(PennDOT will insert)

AGREEMENT NO.: 3900040600  
FEDERAL I.D. NO.: 23-6000403  
SAP VENDOR NO.: 138723

### Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Lower Salford Township, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

### BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **Description of Work.**

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.

2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.

3. **Term of Agreement.** The initial term of this Agreement is <sup>four (4)</sup> five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. ~~After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.~~

4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following ~~four~~ <sup>three</sup> years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or ~~then-equivalent~~, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a



Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

2. **Winter Emergency.** If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

c. **Funding Adjustments.** PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

8. **Relationship of the Parties.** The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

9. **Termination for Cause by PennDOT.** If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- e. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- f. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The Service Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Service Provider to properly apply the state agency's payment to the respective invoice or program.
- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: Highway Maintenance Manager

Address: 7000 Geerdes Boulevard  
King of Prussia, PA 19406

Fax Number:

Email Address: stelantz@pa.gov

If to the Service Provider:

Name or Title: Township Manager

Address: 379 Main Street  
Harleysville, PA 19438

Fax Number:

Email Address: township@lowersalfordtownship.org

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are



superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider \*

BY \_\_\_\_\_  
Signature DATE

BY \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

\_\_\_\_\_  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM  
AND LEGALITY

BY \_\_\_\_\_  
Title: DATE

BY \_\_\_\_\_  
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT  
NO. 3900040600

BY \_\_\_\_\_  
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021

2025-26

COUNTY: Montgomery

MUNICIPALITY: Lower Salford Township  
SAP # 138723

## CONTRACT EXHIBIT A

AGREEMENT NO.  
YEAR  
OF 3900040600  
1  
10

| STATE<br>ROUTE | LOCAL<br>DESCRIPTION                                           | BEGIN<br>SEGMENT | BEGIN<br>OFFSET | END<br>SEGMENT | END<br>OFFSET | SNOW LANE<br>MILES | MFC | RATE PER<br>MFC | COST        |
|----------------|----------------------------------------------------------------|------------------|-----------------|----------------|---------------|--------------------|-----|-----------------|-------------|
| 0063           | Monwood Road to Wambold Road                                   | 0092             | 1736            | 0164           | 1976          | 10.6               | B   | \$1,623.02      | \$17,204.01 |
| 0113           | Ashbourne Way (south entrance) to Yoder Road                   | 0200             | 1014            | 0290           | 2067          | 10.7               | B   | \$1,623.02      | \$17,366.31 |
| 1008           | Summeytown Pike (Route 63) to Wambold Road                     | 0010             | 0000            | 0040           | 3717          | 4.0                | E   | \$1,378.53      | \$5,514.12  |
| 1008           | Wambold Road from Fretz Road to Schoolhouse Road               | 0050             | 0000            | 0050           | 2841          | 1.1                | C   | \$1,508.58      | \$1,659.44  |
| 1015           | Old Forty Foot Road to Harleysville Pike (Route 113)           | 0010             | 0000            | 0050           | 3111          | 5.4                | E   | \$1,378.53      | \$7,444.06  |
| 1017           | Harleysville Pike (Route 113) to Upper Salford Township Border | 0010             | 0000            | 0040           | 1595          | 3.5                | D   | \$1,378.53      | \$4,824.86  |
| 1018           | Summeytown Pike (Route 63) to Mill Road                        | 0010             | 0000            | 0010           | 1902          | 0.7                | D   | \$1,378.53      | \$964.97    |
| 1019           | Haldeman Road to Larson Road                                   | 0010             | 0000            | 0010           | 1820          | 0.7                | D   | \$1,378.53      | \$964.97    |
| 1020           | Skippack Township Border to Harleysville Pike (Route 113)      | 0014             | 0397            | 0040           | 2156          | 3.2                | D   | \$1,378.53      | \$4,411.30  |
| 1022           | Perkiomen Township Border to Salfordville Road                 | 0032             | 0000            | 0050           | 0630          | 4.6                | D   | \$1,378.53      | \$6,341.24  |
| 1058           | Mainland Road to Summeytown Pike (Route 63)                    | 0010             | 0000            | 0010           | 0852          | 0.3                | E   | \$1,378.53      | \$413.56    |
| 1058           | Summeytown Pike (Route 63) to Fretz Road                       | 0010             | 0852            | 0020           | 2839          | 2.4                | C   | \$1,508.58      | \$3,620.59  |

\*For the Standard Agreement, rates may vary per county depending on the MFC - see Attachment A Rate Schedule

\*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

TOTAL COST = \$70,729.43

MILEAGE MFC B = 21.3

MILEAGE MFC C = 3.5

MILEAGE MFC D = 12.7

MILEAGE MFC E = 9.7

TOTAL MILEAGE 47.20

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average.

| Total Amount Encumbrance |              |
|--------------------------|--------------|
| 1st Year:                | \$70,729.43  |
| 2nd Year:                | \$72,144.02  |
| 3rd Year:                | \$73,586.90  |
| 4th Year:                | \$75,058.63  |
| 5th Year:                | \$76,559.81  |
| 6th Year:                | \$78,091.00  |
| 7th Year:                | \$79,652.82  |
| 8th Year:                | \$81,245.86  |
| 9th Year:                | \$82,870.80  |
| 10th Year:               | \$84,528.21  |
| TOTAL:                   | \$774,467.50 |

### Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

### EXHIBIT B

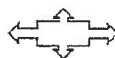


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

## EXHIBIT B



## **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C





Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. "Financial Interest" means either:
  - (1) Ownership of more than a five percent interest in any business; or
  - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**2.** In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit D



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit D



**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



## Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

### Enhanced Minimum Wage Provisions (July 2022)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.



CREATE SAP FUNDS COMMITMENT/RESERVATION

Document

Org Code 0640

Contact Person Stephen Lantz

Phone Number 610-205-6987

Email stelantz@pa.gov

Document Type FMZ1 for Funds Commitment ☒

Document Type FMX1 for Funds Reservation ☐

(mark one of the above - **do not** forward to Comptroller if FMX1)

Vendor Name Lower Salford Township

Doc. Text 10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$774,467.50

| Line Item | Orig. Amount | Line Text                      | Vendor | Fund       | Budget Period | G/L Account | Cost Center | Order | WBS Element            |
|-----------|--------------|--------------------------------|--------|------------|---------------|-------------|-------------|-------|------------------------|
| 1         | 70,729.43    | 2025/2026 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2025          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |
| 2         | 72,144.02    | 2026/2027 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2026          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |
| 3         | 73,586.90    | 2027/2028 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2027          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |
| 4         | 75,058.63    | 2028/2029 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2028          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |
| 5         | 76,559.81    | 2029/2030 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2029          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |
| 6         | 79,991.00    | 2030/2031 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2030          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |
| 7         | 79,652.82    | 2031/2032 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2031          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |
| 8         | 81,245.88    | 2032/2033 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2032          | 6344450     | 7840640000  |       | T-05NOWS09MSA-0640-712 |

Comptroller Use Only

Comments:

Approve ☐ Reject ☐ Signature: \_\_\_\_\_ Date: / /

CREATE SAP FUNDS COMMITMENT/RESERVATION

Document number  Org Code 0640

Document Type FMZ1 for Funds Commitment ☒ Contact Person Stephen Lantz

Document Type FMX1 for Funds Reservation ☐ Phone Number 610-205-6987

(mark one of the above - **do not** forward to Comptroller if FMX1) Email stelantz@pa.gov

Vendor Name Lower Salford Township

Doc. Text 10-Year Winter Mun Agreement

Description and Justification: Total Agreement Value: \$774,467.50

| Line Item | Orig. Amount | Line Text                      | Vendor | Fund       | Budget Period | G/L Account | Cost Center | Order | WBS Element            |
|-----------|--------------|--------------------------------|--------|------------|---------------|-------------|-------------|-------|------------------------|
| 1         | 82,876.80    | 2033/2034 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2033          | 6344450     | 7840640000  |       | T-05NGWS09MSA-0640-712 |
| 2         | 84,528.21    | 2034/2035 WINTER MUN AGREEMENT | 138723 | 1058200712 | 2034          | 6344450     | 7840640000  |       | T-05NGWS09MSA-0640-712 |
| 3         |              |                                |        |            |               |             |             |       |                        |
| 4         |              |                                |        |            |               |             |             |       |                        |
| 5         |              |                                |        |            |               |             |             |       |                        |
| 6         |              |                                |        |            |               |             |             |       |                        |
| 7         |              |                                |        |            |               |             |             |       |                        |
| 8         |              |                                |        |            |               |             |             |       |                        |

Comptroller Use Only

Comments:

Approve ☐ Reject ☐ Signature: \_\_\_\_\_ Date: / /

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

MONTGOMERY COUNTY, PA

APPLICANT:

A. Name: Lower Salford Township

B. Address: 379 Main Street, Harleysville, PA 19438

C. Phone No.: (215) 256-8087 Email Address: jczajkowski@lowersalfordtownship.org

Applicant's interest in property: ☒ Legal Owner ☐ Equitable Owner ☐ Tenant

Other (specify) \_\_\_\_\_

REAL ESTATE OWNER:

A. Name: Same as above

B. Address: \_\_\_\_\_

C. Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

PROPERTY:

A. Address: 250 Kulp Road and 379 Main Street, Harleysville, PA 19438

B. Tax Parcel No.: 50-00-01387-00-3, 50-00-01789-50-1, 50-00-01786-10-8

C. Tax Block No.: 024 Unit No. 029, 119, 135 February 24, 1999 5260-01689  
5267-01595

D. Deed Book: Date recorded: June 22, 1999 August 9, 1999 Book/Page# 5282-02299

E. Property Size: 6.589 acres, 0.751 acres, 0.714 acres

F. Date Work will Commence: TBD

G. Zoning District: R-2 Residence District, VC Village Commercial District

H. Existing Improvements and Use: Lower Salford Township Municipal Building, detached dwelling, 3 storage barns

I. Intended Use of Building, Structure and Property: No proposed change in use or additional structures, Applicant proposes subdivision of the property to separate dwelling unit and accessories from municipal use.

J. Previous Zoning Hearing Board action relative to this property?

       (yes) ☒ (no) Date: \_\_\_\_\_ Application No. \_\_\_\_\_

ATTORNEY:

Representation by legal counsel? ☒ Yes ☐ No

Name: Andrew R. Freimuth, Esquire

Address: 460 Norristown Road, Suite 110, Blue Bell, PA 19422

Telephone No.: (610) 834-3472

Email : AFreimuth@wispearl.com

**APPLICATION FOR:**

- A. X Variance from the terms of Article V, Section 164-15.B.(1).(a).[3], of the Code of the Township of Lower Salford, Harleysville, Pennsylvania amending Ordinance 62-6.
- B. \_\_\_\_\_ Special Exception pursuant to the terms of Article \_\_\_\_\_, Section \_\_\_\_\_, of the Code of the Township of Lower Salford, Harleysville, Pennsylvania, amending Ordinance No. 62-6.
- C. \_\_\_\_\_ Appeal from the decision of the Zoning Officer in (refusing or granting) a (building-use and occupancy) permit to \_\_\_\_\_
- D. Other: \_\_\_\_\_

**REASONS WHY APPLICATION/APPEAL SHOULD BE GRANTED:** Please refer to the attached addendum.

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

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

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

OWNER SIGNATURE: \_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_

## RECORD OF SECRETARY – ZONING HEARING BOARD

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

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

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

| VARIANCE | Approved | Denied |
|----------|----------|--------|
|----------|----------|--------|

SPECIAL EXCEPTION Approved \_\_\_\_\_ Denied \_\_\_\_\_

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

Secretary



## Lower Salford Township

# Memo

**To:** Zoning Hearing Board

**Cc:** Marc Jonas, Esq.

**From:** Mike Beuke

**Date:** October 15, 2025

**Re:** 379 Main St ZHB Application

---

This is a memo to the Zoning Hearing Board summarizing and describing the ZHB Application for 379 Main Street, which was submitted to the Township on October 10, 2025. The hearing is scheduled to be held on Thursday, November 13, 2025, at 7:30pm.

I conducted a zoning review of the Zoning Hearing Board Concept Plan dated August 18, 2025, prepared by CKS Engineers. Please see the following review comments:

### **BACKGROUND**

1. The property consists of three lots, approximately 8 acres total, and is partially located in the VC District and partially located in the R-2 District. The area subject to this ZHB application is in the R-2 District.
2. The applicant proposes to subdivide the property into two lots. One lot for the existing municipal use and one lot for the existing residential use.
3. The requested variance pertains to the proposed residential lot.

### **ZONING REVIEW**

*ZO Section 164-15.B(1) pertains to uses accessory to a dwelling and sets forth requirements based on the size of a building or structure.*

1. **ZO Section 164-15.B(1)(a)[3]** requires that if the building and/or structure is greater than 500 square feet in gross floor area or greater than 15 feet in height, the building

and/or structure shall meet the same yard setbacks as required for the primary use. The side yard setback for a primary use in the R2 District is 30 feet. The existing barn, which is more than 500 square feet in size, is located 10 feet from the proposed side property line. A Variance is required. **The Applicant has requested a Variance.**

## **Addendum to Zoning Application**

Lower Salford Township (the “Township”) is the owner of three adjoining parcels located at 379 Main Street which, together, make up the existing Lower Salford Township Municipal Campus. The parcel that is the subject of this Application is noted on the plan submitted with this Application as Parcel A, and is more particularly identified as Tax ID No. 50-00-01387-00-3 (the “Property”). The Property is presently improved with the Lower Salford Township Building, a paved access drive and parking areas and related improvements, as well as a single-family detached dwelling, and three (3) accessory storage barns.

The Township proposes to subdivide the Property to create two lots. Lot 1 will comprise approximately 6.118 acres and contain the Township Building and related parking and paved driveways. Lot 2 will comprise approximately 1.438 acres and contain the existing single-family detached dwelling, stone driveway, and the three accessory barns.

In order to subdivide the Property and maintain the existing features on proposed Lot 2, a dimensional variance is required from the setback requirement in Section 164-15.B(1)(a)[3] of the Lower Salford Township Zoning Ordinance (“Zoning Ordinance”) related to the largest of the existing barns on the Property (i.e., “Barn 2”). Although Barn 2 would meet the general setback requirement imposed on noncommercial accessory buildings to a dwelling, Barn 2, which contains 1,287 square feet, exceeds 500 square feet in area, and, therefore, a variance from Section 164-15.B(1)(a)[3] of the Zoning Ordinance is required to allow Barn 2 to remain in place after the proposed subdivision. Pursuant to Section 164-15.B(1)(a)[3], accessory buildings over 500 square feet in area shall meet the yard setbacks applicable to the primary use in the appropriate zoning district. The Property is located in the R-2 Residence District; therefore, a side yard setback of thirty (30) feet is required pursuant to Section 164-39.D of the Zoning Ordinance. After the proposed subdivision, Barn 2 will be located 10 feet from the proposed side lot line, which will run along the curblin of the existing driveway that provides access to the Township Building from Kulp Road.

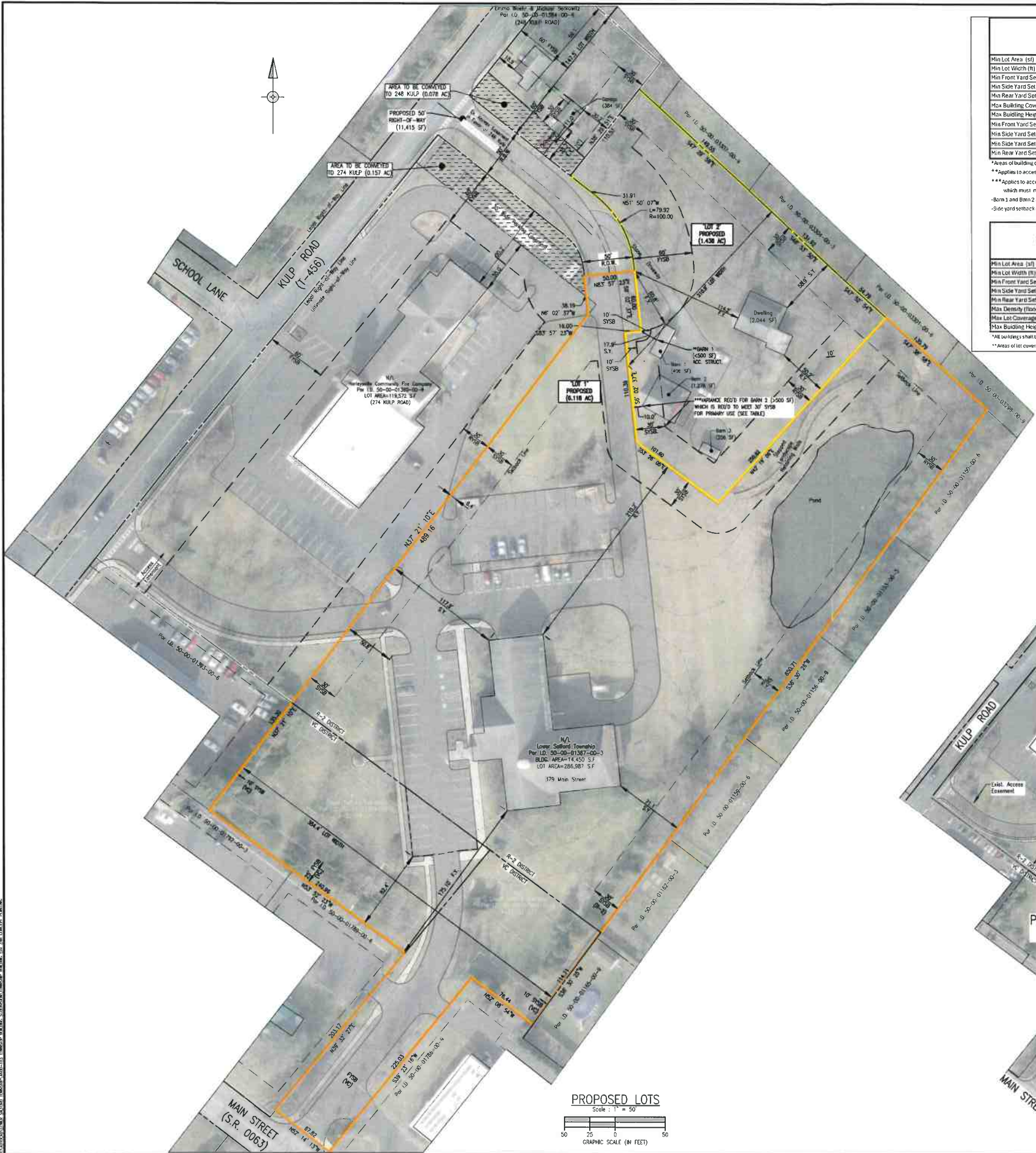
The Township respectfully submits that it is entitled to a variance from the side yard setback requirements as they apply to Barn 2. The Township has been renting out the single-family dwelling on the Property for many years and no longer desires to be a residential landlord. The existing dwelling and the associated accessory buildings, including Barn 2, are in good condition and in active use by the existing tenant in the dwelling. The Property is fully improved today, and no improvements or change in use are proposed in connection with the proposed subdivision. The Township simply desires to create Lot 2 by subdivision so that it can be sold by the Township and kept in private, residential use as a single-family dwelling with the existing accessory structures.

As seen on the plan submitted with the Application, the access drive to the Township Building from both Main Street and Kulp Road travels through the center of the Property, and the existing dwelling takes access from that access drive. In order to provide necessary frontage for Lot 2, a portion of the access drive will become designated as a public roadway. The remainder of the existing access drive must remain on the parcel to be retained by the Township (i.e., Lot 1). Because of the location of the existing access drive, there is no way to create lot lines for Lot 2 without requiring a variance for Barn 2 given its location in relation to the access drive. Notably,

Barn 2 has been located 10 feet from the access drive for many years without any known complaint or incident. As indicated above, Barn 2 is in good repair, is aesthetically pleasing, and is consistent with the history and character of the community. Relocating the access drive or Barn 2 is not practical. Similarly, decreasing the square footage of Barn 2 is not practical. The Township would like Barn 2 to remain for the reasons set forth above and for the future benefit of the owner of Lot 2. The requested variance is the minimum necessary to allow Barn 2 to remain considering the location of the existing access drives and the restraint on the ability to appropriately locate lot lines created thereby. The Township respectfully submits that the grant of a variance to permit Barn 2 to remain in the same place where it has been located for many years will have no negative impact on the use or development of adjoining properties, or on the public health, safety, or welfare, generally. On the contrary, a variance to permit Barn 2 to remain will maintain the status quo and preserve the existing aesthetic benefits on the Property.

Based on the foregoing, the Applicant respectfully requests that the Zoning Hearing Board grant the requested relief.





| R-2 Residence District                                        | Required | Existing   |            |            | Proposed |        |
|---------------------------------------------------------------|----------|------------|------------|------------|----------|--------|
|                                                               |          | Parcel 'A' | Parcel 'B' | Parcel 'C' | Lot 1    | Lot 2  |
| Min Lot Area (sf)                                             | 32,500   | 286,987    | 32,714     | 31,092     | 266,500  | 62,639 |
| Min Lot Width (ft)                                            | 125      | 687.0      | 241.1      | 144.4      | 384.8    | 210.9  |
| Min Front Yard Setback Principal Structure (ft)               | 60       | 340.7      | N/A        | N/A        | 175.1    | 114.2  |
| Min Side Yard Setback Principal Structure (ft)                | 30       | 58.9       | N/A        | N/A        | 71.1     | 58.9   |
| Min Rear Yard Setback Principal Structure (ft)                | 30       | 194.8      | N/A        | N/A        | 210.2    | 50.2   |
| Min Rear Yard Setback Accessory Structure (ft)**              | 8%       | 6.38%      | 0.00%      | 0.00%      | 5.42%    | 0.28%  |
| Max Building Height (ft)                                      | 35       | 0          | 0          | 0          | 30       | 25     |
| Min Front Yard Setback Accessory Structure (ft)**             | 60       | 294.6      | N/A        | N/A        | N/A      | 60.3   |
| Min Side Yard Setback Accessory Structure (ft)** (Barn 1 & 3) | 10       | 152.2      | N/A        | N/A        | N/A      | 17.9   |
| Min Side Yard Setback Accessory Structure (ft)** (Barn 2)     | 30       | 186.9      | N/A        | N/A        | N/A      | 10.6   |
| Min Rear Yard Setback Accessory Structure (ft)**              | 10       | 187.2      | N/A        | N/A        | N/A      | 30.0   |

Non-conformities

|          |                  |
|----------|------------------|
| Existing | Non-conformities |
| New      | Non-conformities |

| VC Village Commercial District        | Required | Existing   |            | Proposed |       |
|---------------------------------------|----------|------------|------------|----------|-------|
|                                       |          | Parcel 'B' | Parcel 'C' | Lot 1    | Lot 2 |
| Min Lot Area (sf)                     | 10,000   | 32,714     | 31,101     | 266,500  |       |
| Min Lot Width (ft)                    | 60       | 241.1      | 144.4      | 384.8    |       |
| Min Front Yard Setback (ft)           | N/A      | N/A        | N/A        | 175.1    |       |
| Min Side Yard Setback (ft)            | 10       | N/A        | N/A        | 71.1     |       |
| Min Rear Yard Setback (ft)            | 20       | N/A        | N/A        | 210.2    |       |
| Max Density (Floor area per lot area) | 16.67%   | N/A        | N/A        | 5.42%    |       |
| Max Lot Coverage**                    | 80%      | 16.16%     | 33.47%     | 30.41%   |       |
| Max Building Height (ft) / Stories    | 40 / 3.5 | 0          | 0          | N/A      |       |

Notes:

- \*Areas of building coverage (not surveyed) are taken from aerial.
- \*\*Applies to accessory structures (Barn 2) at < 500 SF and < 15 ft of building height. (15.84-15.81(a)(2)- satisfied)
- \*\*\*Applies to accessory structures (Barn 2) at > 500 SF and/or > 15 ft of building height, which must meet setbacks for primary structure. (15.84-15.81(a)(3)- Variance Required)
- Barn 1 and Barn 2 are accessory structures not located at least 10 feet behind primary structure. (Existing non-conformities)
- Side yard setback of 30 feet required for Barn 2, with 10.0 feet provided. (Variance Required)



LOCATION MAP  
SCALE: 1" = 1,000'

As reprinted from the CKS Engineers GIS Street Map of Lower Salford Township, Montgomery County, PA

| EXISTING PARCEL INFORMATION: |             |                                   |          |       |
|------------------------------|-------------|-----------------------------------|----------|-------|
| Parcel ID                    | ADDRESS     | OWNER                             | DISTRICT | ACRES |
| 50-00-01387-00-3             | 379 MAIN ST | LOWER SALFORD TOWNSHIP PARCEL 'A' | R-2      | 6.589 |
| 50-00-01789-50-1             | 379 MAIN ST | LOWER SALFORD TOWNSHIP PARCEL 'B' | VC       | 0.751 |
| 50-00-01786-10-8             | 379 MAIN ST | LOWER SALFORD TOWNSHIP PARCEL 'C' | VC       | 0.714 |

- NOTES:
1. NO UTILITIES WERE LOCATED TO DETERMINE IF EASEMENTS ARE REQUIRED.
  2. BOUNDARY TAKEN FROM DEEDS OF RECORD AS RECORDED AT THE MONTGOMERY COUNTY RECORDER OF DEEDS, PLAN OF HARLEY MANOR, PREPARED BY STANLEY F. HOVER, DATED 4-12-88, LAST REVISED 12-12-83, PLAN BOOK A-4, PAGE 67 AND PARKING EASEMENT AGREEMENT PREPARED BY METZ ENGINEERS DATED 6-13-00, DEED BOOK 6322, PAGE 1787.
  3. IT IS NOTED CKS ENGINEERS HAS IDENTIFIED POSSIBLE BOUNDARY DISCREPANCIES. A BOUNDARY SURVEY AND TITLE SEARCH IS RECOMMENDED BEFORE ANY FURTHER SUBDIVISION IS COMPLETED.
  4. PARCELS A, B & C TO BE COMBINED TO BECOME LOT 1.
  5. NO STRUCTURES, ADDITIONAL TREES/LANDSCAPING OR UTILITIES TO BE PERMITTED WITHIN PROPOSED 10'-WIDE MAINTENANCE EASEMENT OF LOT 2.



| LEGEND |                                                   |
|--------|---------------------------------------------------|
|        | LEGAL RIGHT-OF-WAY LINE                           |
|        | ULTIMATE RIGHT-OF-WAY LINE                        |
|        | PROPERTY LINE                                     |
|        | EXISTING EASEMENT                                 |
|        | EXISTING BUILDING                                 |
|        | EXISTING CONCRETE CURB                            |
|        | EXISTING EDGE OF PAVEMENT                         |
|        | EXISTING CONTOUR                                  |
|        | PROP. LOT No. 1                                   |
|        | PROP. LOT No. 2                                   |
|        | PROP. RIGHT-OF-WAY                                |
|        | TOWNSHIP LANDS TO BE CONVEYED TO ADJACENT PARCELS |

|                                                                                                                                      |                                                             |                   |              |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------|--------------|
| <br>AN APRCO CONSULTING COMPANY<br>4259 W. Swamp Road<br>Suite 410<br>Daylesford, PA 18902<br>www.cksengineers.com<br>283-3400 CWG/O | Rev. No.                                                    | Date              | Description  |
|                                                                                                                                      | ZONING HEARING BOARD CONCEPT PLAN                           |                   |              |
|                                                                                                                                      | N/L<br>LOWER SALFORD TOWNSHIP<br>Par. I.D. 50-00-01387-00-3 |                   |              |
|                                                                                                                                      | Lower Salford Township                                      | Montgomery County | Pennsylvania |
| Date:                                                                                                                                | Scale:                                                      | Drawn By:         | Plan No.     |
| 8/18/25                                                                                                                              | 1" = 50'                                                    | CJ/AD             | 4600-103     |
| Checked By:                                                                                                                          | MAF                                                         | Sheet No.         | 1 OF 1       |

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

MONTGOMERY COUNTY, PA

APPLICANT:

A. Name: JTP1 LLC

B. Address: 1511 Gehman Rd., Harleysville, PA 19438

C. Phone No.: 215-723-1493 Email Address: Jake@jtp1.com

Applicant's interest in property: ☒ Legal Owner ☐ Equitable Owner ☐ Tenant

Other (specify)

REAL ESTATE OWNER:

A. Name: JTP1 LLC

B. Address: 1511 Gehman Rd., Harleysville, PA 19438

C. Phone No.: 215-723-1463 Email Address: Jake@jtp1.com

PROPERTY:

A. Address: 34 Morris Rd

B. Tax Parcel No.: 50-00-02734-00-6

C. Tax Block No.: 021B Unit No: 064

D. Deed Book, Date recorded: 09/21/2021 Book/Page# 6248/00736

E. Property Size: 3.27 acres

F. Date Work will Commence: TBD

G. Zoning District: R-1A Residence

H. Existing Improvements and Use: See Attached

I. Intended Use of Building, Structure and Property: See Attached

J. Previous Zoning Hearing Board action relative to this property?

(yes) (no) Date Application No

ATTORNEY:

Representation by legal counsel? ☒ Yes ☐ No

Name: Charles Mandracchia Esq.; Jeffrey Soderberg, Esq.

Address: 272 Ruth Rd., Harleysville, PA 19438 Mail: P.O. Box 1229, Skippack PA 19474

Telephone No.: 610-584-0700

Email: cman@mmattorneys.com; jsoderberg@mmattorneys.com

APPLICATION FOR:

- A. X Variance from the terms of Article XVIII, Section 164-117.B, of the Code of the Township of Lower Salford, Harleysville, Pennsylvania amending Ordinance 62-6.
- B. X Special Exception pursuant to the terms of Article XVIII, Section 164-117, of the Code of the Township of Lower Salford, Harleysville, Pennsylvania, amending Ordinance No. 62-6.
- C. \_\_\_\_\_ Appeal from the decision of the Zoning Officer in (refusing or granting) a (building-use and occupancy) permit to \_\_\_\_\_
- D. Other: \_\_\_\_\_

REASONS WHY APPLICATION/APPEAL SHOULD BE GRANTED: See attached Supplement.

APPLICATION MUST INCLUDE SUBMISSION OF ALL OF THE FOLLOWING:

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

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

OWNER SIGNATURE: [Signature] (MEMBER - JTP LLC) 10/8/25

APPLICANT SIGNATURE: [Signature] (MEMBER - JTP LLC) 10/8/25

RECORD OF SECRETARY - ZONING HEARING BOARD

Application No. \_\_\_\_\_  
Date of Decision: \_\_\_\_\_

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

|                   |                |              |
|-------------------|----------------|--------------|
| VARIANCE          | Approved _____ | Denied _____ |
| SPECIAL EXCEPTION | Approved _____ | Denied _____ |

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

\_\_\_\_\_  
Secretary





## Lower Salford Township

# Memo

**To:** Zoning Hearing Board

**Cc:** Marc Jonas, Esq.

**From:** Mike Beuke

**Date:** October 10, 2025

**Re:** 34 Morris Road ZHB Application

---

This is a memo to the Zoning Hearing Board summarizing and describing the ZHB Application for 34 Morris Road, which was submitted to the Township on October 7, 2025. The hearing is scheduled to be held on Thursday, November 13, 2025 at 7:30pm.

I conducted a zoning review of the Apartment Renovation Plans for 34 Morris Road (The Property) prepared for JTP1 LLC by Conceptual CAD dated February 23, 2024, last revised September 10, 2025. Please see the following review comments:

### BACKGROUND

1. The Property is in the R-1A Residence Zoning District, is 3.27 acres, and is located at the intersection of Store Road and Morris Road. Morris Road at this location has been vacated and is now a shared driveway.
2. The Property contains an existing Single Family Detached home, a detached garage, and the remains of a recently demolished 2-unit Apartment Building, which is the subject of this Zoning Hearing Board application.
3. Apartment buildings are not listed as a permitted use in the R-1A District. Therefore, the apartment building is an existing nonconforming use.
4. The 2-unit Apartment Building is an existing legal nonconforming use and is further described in the attached zoning determination letter to Mr. J. Edmund Mullin, Esq. dated April 29, 2021.

5. The plans show a proposed 2-unit Apartment Building having a footprint measuring 58'-5" x 29'-10" (1,742.8 square feet). These dimensions have been verified to be the footprint dimensions of the demolished building.

## **ZONING REVIEW**

*ZO Section 164-117 pertains to the extension or expansion of nonconforming uses.*

1. **ZO Section 164-117** allows a nonconforming use to be expanded or extended when authorized by the Zoning Hearing Board as a Special Exception. The Property Owner is proposing to reconstruct and expand the recently demolished 2-unit Apartment Building. Special Exception approval is required. **The Applicant is requesting Special Exception approval.**
2. **ZO Section 164-117.B** requires that the total of all increases in the area devoted to the use shall not exceed 25% of the area devoted to the use on the date the use became nonconforming. The term "area devoted to the use" means the total floor area and, for any portions of the use not conducted within a building, the lot area actually and physically utilized in connection with the nonconforming use. The existing 2-unit Apartment Building was a single-story structure, slab on grade with no basement.
  - a. The proposed plans show a full basement with laundry facilities and sink to be constructed for both units. Based on dimensions noted on the plan, the additional floor area devoted to the use is 1,742.8 square feet (58'-5" x 29'-10") for the basements.
  - b. The plans also show mudroom additions to be constructed for both units. The mudroom additions are 60 square feet each (6' x 10') and include basements beneath. Therefore, the additional floor area devoted to the use is 240 square feet.

Based on the information above, the overall area of the proposed 2-unit Apartment Building is 3,725.6 square feet. The basements and mudroom additions add a total of 1,982.8 square feet of additional floor area devoted to the use. Therefore, the proposed increase to the area devoted to the use is 114%, which is greater than the maximum allowable 25%. A Variance is required. **The Applicant is requesting a Variance from this Section, accordingly.**

GENERAL NOTES

- 1) Design and construction to comply with 2018 International Residential Code (IRC).
- 2) The general contractor shall fully comply with all state and local code requirements. The contractor shall assume full responsibility for any work knowingly performed contrary to such laws, ordinances, or regulations. The contractor shall also perform coordination with all utilities and state service authorities. Contractor to coordinate for all required inspections.
- 3) Designer shall not be responsible for material quantities and supervision of project.
- 4) Verify existing site conditions prior to construction. Notify Owner and Designer of conditions of discrepancies.
- 5) Footing and foundations to rest on virgin soil bearing capacity of 3000 psf or better and minimum of 3 feet below grade. Maintain 8 inches from finish grade to non-treated wood framing.
- 6) Concrete to be 3000 psi or better. Reinforcing bars to be 60,000 psi or better. All footings to receive #4 dowel 12 inches long @ 48" o.c. OR continuous keyway.
- 7) Anchor bolts to be A307 galvanized ½" diameter x15" long with hook. Spacing to be 4' o.c. maximum, 12" from corners. Use 3"x3"x1/4" Plate washers. Building corners to receive hold downs for wind.
- 8) Fill cores on all hollow CMU at anchor bolts, dowels, and reinforced bars.
- 9) Pressure treated lumber to be ACQ compliant and used in contact with masonry or in direct ground contact.
- 10) Light framing to be Hem-fir or SPF #2 or better.
- LVL or engineered lumber to be Fb=2900 psi or better  
Fasteners per IRC 602.3(1)  
Light metal connectors referenced are Simpson or equal.  
All framed openings 6' and wider to receive double jack and double king stud each side minimum.
- 11) Windows to be Anderson 400 series or equal with U value of .35 or less / SHGC of 0.40 or less. Installed at 80" from top of window to floor, unless noted.
- All new sleeping rooms to be provided with minimum of one egress window. Minimum clear width 20 inches, minimum clear height with window sash raised or open 24 inches, minimum net clear area 5.7 s.f.
- Tempered glass required where:  
Glass is within 18" of finished flooring  
Window seats, stairwells, exterior door panels and sidelights, and skylights  
Window is located within 24 inches of a door.
- 12) Structural steel to be A36 or better with one coat shop primer.
- 13) Mechanical, plumbing and electrical design is the responsibility of Contractor. Perform trades in compliance with applicable trade codes and practices. Hard pipe dryer vents and bath exhaust vents to exterior, NOT IN VENTILATED SOFFITS. All plumbing fixtures to receive individual shut-off valves. All electrical receptacles in bathrooms, kitchens and garages shall be G.F.I. or G.F.I.C. per national electrical code requirements.
- 14) Max stair rise to be 7-3/4" Minimum tread 10" + 1" nosing, minimum riser 4".  
Minimum width between stringers 36" clear.  
Stair railing height 36" with 4" clear between balusters.  
Railing to be required on stairs runs with 4 or more risers or floor level difference of 24 or more inches.  
Handrail height between 34 and 38 inches vertically from lead edge of nosing.
- 15) Smoke and carbon monoxide detectors shall be installed in accordance to section R314 and R315 of the IRC.
- 16) Final finishes shall be confirmed with the home owner prior to application.

DESIGNER NOTES

Renderings are for artist depiction only and shall not be used for construction. Plan updates may not be reflected in renderings.

To the best of my knowledge these plans are drawn to comply with owner's and/ or builder's specifications and any changes made on them after prints are made will be done at the owner's and / or builder's expense and responsibility. Conceptual CAD, LLC is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error.

34 Morris Road

Apartment Renovation Plans

34 Morris Rd., Harleysville, PA 19438  
Lower Salford Township, Montgomery County, PA



Location Map  
SCALE: N.T.S.



Proposed Conceptual View  
SCALE: N.T.S.



Existing Photo  
SCALE: N.T.S.



Existing Photo  
SCALE: N.T.S.



Proposed Conceptual View  
SCALE: N.T.S.



| NO. | DESCRIPTION                 | DATE      |
|-----|-----------------------------|-----------|
| 1   | UPDATE COVER SHEET IN CASES | 4/10/2025 |
| 2   | REV. GRADE ON ELEVATIONS    | 4/10/2025 |

|                                                        |
|--------------------------------------------------------|
| OWNER INFO:                                            |
| ITFI LLC<br>18 CASSEL RD. STE 3<br>SOUDEKTON, PA 19464 |

|                                              |
|----------------------------------------------|
| PROJECT DESCRIPTION:                         |
| 34 Morris Road<br>APARTMENT RENOVATION PLANS |

|                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|
| DRAWINGS BY:                                                                                                                       |
| Conceptual<br>CAD<br>Professional Architectural Drafting & Design<br>6241 Gortville Pike, Gortville, PA 19054, Phone: 215-896-3760 |

|          |
|----------|
| DATE:    |
| 2/29/24  |
| SCALE:   |
| AS NOTED |
| SHEET:   |
| A-1      |

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 2025-29**

**A Resolution Setting Forth (Revised from September 3, 2025) 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 \$302,378 for the Lower Salford Township Police Pension Plan; an MMO for the Lower Salford Township Municipal Pension Plan of \$49,239; an MMO for the Lower Salford Township Authority Pension Plan of \$30,304; 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 November 5, 2025.

TOWNSHIP OF LOWER SALFORD

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

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

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

**Joseph S. Czajkowski**, Secretary

Lower Salford Township Police Pension Plan  
**2026 Minimum Municipal Obligation**

|                                                                               |                          |
|-------------------------------------------------------------------------------|--------------------------|
| 1 Normal Cost Percentage <sup>1</sup>                                         | <u>16.2%</u>             |
| 2 Administrative Expense Percentage <sup>1</sup>                              | <u>1.9%</u>              |
| 3 Total Percentage (1 + 2)                                                    | <u>18.1%</u>             |
| 4 Estimated 2025 Total Gross W-2 Payroll                                      | <u>\$ 2,476,249</u>      |
| 5 Annual Cost (3 x 4)                                                         | <u>\$ 448,201</u>        |
| 6 Amortization Contribution Requirement <sup>1</sup>                          | <u>\$ 0</u>              |
| 7 Financial Requirements (5 + 6)                                              | <u>\$ 448,201</u>        |
| 8 Member Contributions Anticipated                                            | <u>\$ 99,050</u>         |
| 9 10% of Negative Unfunded Liability <sup>1</sup>                             | <u>\$ 46,773</u>         |
| <b>10 Minimum Municipal Obligation (7 - 8 - 9)</b><br>(Due Before 12-31-2026) | <u><u>\$ 302,378</u></u> |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<sup>1</sup> Based upon 01/01/2025 Actuarial Valuation



Lower Salford Township and Lower Salford Township Authority Pension Plan  
**2026 Minimum Municipal Obligation**

**MUNICIPAL**

|                                                                               |                         |
|-------------------------------------------------------------------------------|-------------------------|
| 1 Normal Cost Percentage <sup>1</sup>                                         | <u>9.3%</u>             |
| 2 Administrative Expense Percentage <sup>1</sup>                              | <u>2.1%</u>             |
| 3 Total Percentage (1 + 2)                                                    | <u>11.4%</u>            |
| 4 Estimated 2025 Total Gross W-2 Payroll                                      | <u>757,509</u>          |
| 5 Annual Cost (3 x 4)                                                         | <u>\$ 86,356</u>        |
| 6 Amortization Contribution Requirement <sup>1</sup>                          | <u>\$ 0</u>             |
| 7 Financial Requirements (5 + 6)                                              | <u>\$ 86,356</u>        |
| 8 Member Contributions Anticipated                                            | <u>0</u>                |
| 9 10% of Negative Unfunded Liability <sup>1</sup>                             | <u>\$ 37,117</u>        |
| <b>10 Minimum Municipal Obligation (7 - 8 - 9)</b><br>(Due Before 12-31-2026) | <u><b>\$ 49,239</b></u> |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<sup>1</sup> Based upon 01/01/2025 Actuarial Valuation

Lower Salford Township and Lower Salford Township Authority Pension Plan  
**2026 Minimum Municipal Obligation**

**AUTHORITY**

|                                                                               |                         |
|-------------------------------------------------------------------------------|-------------------------|
| 1 Normal Cost Percentage <sup>1</sup>                                         | <u>9.3%</u>             |
| 2 Administrative Expense Percentage <sup>1</sup>                              | <u>2.1%</u>             |
| 3 Total Percentage (1 + 2)                                                    | <u>11.4%</u>            |
| 4 Estimated 2025 Total Gross W-2 Payroll                                      | <u>453,713</u>          |
| 5 Annual Cost (3 x 4)                                                         | <u>\$ 51,723</u>        |
| 6 Amortization Contribution Requirement <sup>1</sup>                          | <u>\$ 0</u>             |
| 7 Financial Requirements (5 + 6)                                              | <u>\$ 51,723</u>        |
| 8 Member Contributions Anticipated                                            | <u>0</u>                |
| 9 10% of Negative Unfunded Liability <sup>1</sup>                             | <u>\$ 21,420</u>        |
| <b>10 Minimum Municipal Obligation (7 - 8 - 9)</b><br>(Due Before 12-31-2026) | <u><b>\$ 30,304</b></u> |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<sup>1</sup> Based upon 01/01/2025 Actuarial Valuation

Lower Salford Township and Lower Salford Township Authority Pension Plan  
**2026 Minimum Municipal Obligation**

|                                                                               | <u>Municipal</u>        | + | <u>Authority</u>        | = | <u>COMBINED</u>         |
|-------------------------------------------------------------------------------|-------------------------|---|-------------------------|---|-------------------------|
| 1 Normal Cost Percentage <sup>1</sup>                                         | <u>9.3%</u>             |   | <u>9.3%</u>             |   | <u>9.3%</u>             |
| 2 Administrative Expense Percentage <sup>1</sup>                              | <u>2.1%</u>             |   | <u>2.1%</u>             |   | <u>2.1%</u>             |
| 3 Total Percentage (1 + 2)                                                    | <u>11.4%</u>            |   | <u>11.4%</u>            |   | <u>11.4%</u>            |
| 4 Estimated 2025 Total Gross W-2 Payroll                                      | <u>757,509</u>          |   | <u>453,713</u>          |   | <u>1,211,222</u>        |
| 5 Annual Cost (3 x 4)                                                         | <u>\$ 86,356</u>        |   | <u>\$ 51,723</u>        |   | <u>\$ 138,079</u>       |
| 6 Amortization Contribution Requirement <sup>1</sup>                          | <u>\$ 0</u>             |   | <u>\$ 0</u>             |   | <u>\$ 0</u>             |
| 7 Financial Requirements (5 + 6)                                              | <u>\$ 86,356</u>        |   | <u>\$ 51,723</u>        |   | <u>\$ 138,079</u>       |
| 8 Member Contributions Anticipated                                            | <u>0</u>                |   | <u>0</u>                |   | <u>0</u>                |
| 9 10% of Negative Unfunded Liability <sup>1</sup>                             | <u>\$ 37,117</u>        |   | <u>\$ 21,420</u>        |   | <u>\$ 58,537</u>        |
| <b>10 Minimum Municipal Obligation (7 - 8 - 9)</b><br>(Due Before 12-31-2026) | <u><b>\$ 49,239</b></u> |   | <u><b>\$ 30,304</b></u> |   | <u><b>\$ 79,542</b></u> |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

<sup>1</sup> Based upon 01/01/2025 Actuarial Valuation

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2025-30**

**A RESOLUTION AMENDING LOWER SALFORD  
TOWNSHIP RESOLUTION NO. 2020-29 WHICH  
ESTABLISHES THE LOWER SALFORD TOWNSHIP  
COMMUNICATIONS COMMITTEE TO REVISE THE  
MEMBERSHIP AND TO CREATE AND ENUMERATE  
THE RIGHTS AND RESPONSIBILITIES OF ASSOCIATE  
MEMBERS OF THE LOWER SALFORD TOWNSHIP  
COMMUNICATIONS COMMITTEE**

**WHEREAS**, Section 1506 of the Second Class Township Code authorizes the Board of Supervisors of Lower Salford Township (hereinafter, the "Board of Supervisors") to make and adopt ordinances, bylaws, rules and regulations necessary for the proper management, care and control of the Township and the maintenance of peace, good government, health and welfare of the Township and its citizens; and

**WHEREAS**, the Board of Supervisors determined that it is important to good government to facilitate proper communications between the Township and its citizens; and

**WHEREAS**, in order to assist with such communications, the Board of Supervisors established by Resolution No. 2020-29 a Township committee to be known as the "Communications Committee"; and

**WHEREAS**, in furtherance of the goals of the Communications Committee, the Board of Supervisors desires to revise the membership and create a category of members of the Communications Committee to be known as "associate members"; and

**WHEREAS**, the Board of Supervisors hereby desires to reaffirm rules, regulations and operating procedures of the Communications Committee and to amend the same to include provisions concerning "associate members".

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

1. Establishment. There is created in Lower Salford Township (the "Township") a committee to be designated the "Communications Committee."
2. Purpose. The purpose of the Communications Committee shall be as follows:
  - A. Explore and enact the most effective way of facilitating communications and ideas between the Township and its residents.

B. Assist the Board of Supervisors and other Township departments, committees or boards to ensure efficient communications with the public.

C. Be responsible for supporting the Township to inform the community about its upcoming meetings, Township-run community events, department announcements, and to the extent possible, public events serving the Township run by non-profit local organizations.

D. Deliver timely, accurate, and complete information regarding the Township's policies, programs, services, and initiatives to residents and business owners of the Township.

3. Membership and Terms.

A. The membership of the Committee shall consist of seven (7) to ten (10) members: one (1) member of the Township staff, six (6) resident members that reside in the Township, and up to three (3) associate members.

B. One (1) member of Township staff shall be designated by the Township Manager, and shall serve until a new Township staff representative has been designated by the Township Manager.

C. The six (6) resident members of the Committee shall be appointed by the Board of Supervisors and shall serve for a period of three (3) years except for the initial staggered terms set forth in paragraph D below.

D. The term of each resident member shall begin on the first day of January, and each member shall continue in office until his or her successor shall be appointed, except in the event of a resignation or automatic removal as set forth in paragraph 4 below. The terms of the initial resident members shall be staggered as follows:

One (1) initial member will have a one-year term;

Two (2) initial members will have a two-year term;

Two (2) initial members will have a three-year term.

E. As many as three (3) associate members of the Committee may be appointed by the Board of Supervisors considering the same criteria applicable to resident members as set forth in paragraph G below. Each appointed associate member shall serve at the pleasure of the Board of Supervisors and such member's term may be renewed or terminated at any time by the Board of Supervisors.

F. Associate members shall enjoy the same rights and responsibilities as other members except that associate members shall not have the right to vote on matters for decision before the Committee.

G. Professional communications or marketing experience is preferable for resident and associate members of the Committee. Desirable skills include: communication strategy development and management, editorial writing, graphic design, website development, social media engagement, photography, video production and design, and digital and traditional advertising.

4. Vacancies. In the event of the resignation of any member of the Committee, or in the event of the death or inability to serve, or in the event of the member's absence from fifty percent (50%) or more of the regularly scheduled meetings of the Committee in any twelve-month period, during which latter event removal shall automatically occur (except in the case of serious illness), the Board of Supervisors may fill said vacancy by appointment for the remainder of the unexpired term.

5. Organization – Officers.

A. The Committee shall elect a chairperson, vice chairperson and secretary at its inaugural meeting and subsequently at its annual organizational meeting in January, which officers shall serve for a term of one year and remain in office until their successor is appointed.

B. The secretary shall keep minutes of all meetings of the Committee, which minutes and copies of official correspondence of the Committee shall be kept on file at the Township.

6. Meetings.

A. The Committee shall hold meetings at the Lower Salford Township municipal building.

B. Meetings shall take place monthly on a regularly scheduled date and time to be determined by the Committee.

C. The Committee may make and amend rules and regulations concerning the conduct of its meetings.

D. All meetings shall be open to the public.

7. Powers and duties. The Committee shall have the following powers and duties:

A. To abide by the Committee Purpose set forth above.

B. To work amicably with all Township employees, staff, departments, and volunteers helping to foster and improve the flow of ideas and communications between the Township and its residents.

C. To gather and report recommendations and ideas regarding effective communications which may be beneficial to the Township to the Board of Supervisors.

D. All Committee recommendations will be subject to approval by the Board of Supervisors.

**APPROVED** at the public meeting of the Lower Salford Township Board of Supervisors held on November 5, 2025.

**LOWER SALFORD TOWNSHIP**

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

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



**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2025-31**

**PRELIMINARY / FINAL SUBDIVISION APPROVAL**

**Carney Subdivision – 862 Harleysville Pike**

**WHEREAS, DONALD J. CARNEY, Jr. and MARGIE LEE CLAPPER** (collectively, the “Developer”) are the owners of a certain tract of land consisting of approximately 7.74 ± acres (gross) located at 862 Harleysville Pike in Lower Salford Township, Montgomery County, Pennsylvania, and which tract is more particularly identified as Montgomery County Tax Parcel No. 50-00-03739-00-9 (the “Property”); and

**WHEREAS**, Developer proposes to subdivide the Property into two (2) lots with Lot 1 proposed for future residential development with a single-family detached dwelling unit and related improvements, and Lot 2 to contain the existing single-family detached dwelling unit, detached garage and related improvements on the Property, with both Lots 1 and 2 taking access from Harleysville Pike via an existing shared driveway on Lot 2 (the “Development”); and

**WHEREAS**, the Development is more particularly shown on plans prepared by Richard C. Mast Associates, P.C., being plans consisting of seven (7) sheets dated January 10, 2025, last revised August 19, 2025, and a Stormwater Management Plan Narrative prepared by Richard C. Mast Associates, P.C., dated August 20, 2025, bearing no revisions (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 subdivision 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 subdivision 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 142-42.E.(3), requiring the installation of street trees at a rate of one tree for every 40 linear feet of street frontage. A waiver is granted to permit the Developer to satisfy this requirement by utilizing six (6) existing trees on the Property.

2. At this time, the construction and installation of road widening, storm sewers, curbing, sidewalks and shared use paths along the Property's frontage on Harleysville Pike in accordance with Section 142-41 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 construction and installation of road widening, storm sewers, curbing, sidewalks and shared use paths. Developer shall also add a note to the Plans stating that the required road widening and installation of storm sewers, curbing, sidewalks and shared use paths has been deferred 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 on which such improvements would be located 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.

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 September 18, 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 Consultant's review letter dated September 18, 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, if determined to be necessary by the Township, 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. Prior to recording the Plans, Developer shall provide a shared access and driveway easement agreement for the benefit of Lot 1 on, over, across and through Lot 2 for access to the future dwelling to be constructed on Lot 1. The terms and conditions of the shared access and driveway easement agreement shall be satisfactory to the Township Solicitor and the agreement 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 Two Thousand Nine Hundred Forty-eight and 00/100 Dollars (\$2,948.00). The fee is calculated based on the generation of one (1) total “new” weekday afternoon peak hour trip 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 pay to the Township a Recreation Impact Fee in the total amount of Five Hundred and 00/100 Dollars (\$500.00). The fee is calculated based on the construction of one (1) total “new” dwelling unit at a rate of \$500.00 per new dwelling unit, in accordance with the Lower Salford Township Code of Ordinances.

9. 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.

10. 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.

11. 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.

12. Prior to the start of construction of required improvements, if any are required by the Plans, 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.

13. 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.

14. 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 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 November 5, 2025.

**LOWER SALFORD TOWNSHIP**

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

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

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2025-32**

**PRELIMINARY LAND DEVELOPMENT APPROVAL**

**Clemens' Mill – Lot Consolidation and Residential Development**

**WHEREAS, JEFFREY L. CLEMENS and KELLY B. CLEMENS** (collectively, the “Developer”) are the owners of three tracts of land consisting of approximately 93,079 ± square feet (gross) in the aggregate, with frontage on Main Street in Lower Salford Township, Montgomery County, Pennsylvania, which tracts are more particularly identified as Montgomery County Tax Parcel Nos. 50-00-01879-00-6, 50-00-01876-00-9, 50-00-01879-51-9 (collectively, the “Property”); and

**WHEREAS,** Developer proposes to consolidate the Property into one parcel, retain the two existing residential dwelling units, and construct twelve twin-dwelling units, a private access road (Chelsea Lane), stormwater management facilities, a trail (a portion of which will be off-site connecting the Property to Pioneer Circle) and related improvements (the “Development”); and

**WHEREAS,** the Development will also eliminate the two driveways currently providing access to the two existing dwellings on the Property from Main Street so that access to the Development will be from the proposed Chelsea Lane and a cross access easement with an adjoining property; and

**WHEREAS,** the Development is more particularly shown on plans prepared by Richard C. Mast Associates, P.C., being plans consisting of twenty-eight (28) sheets dated February 6, 2007, last revised August 19, 2025, an Offsite Path plan consisting of two (2) sheets, dated

November 10, 2017, last revised August 19, 2025, and architectural elevation plans prepared by Kramer Marks Architects, consisting of four (4) sheets, dated February 24, 2017 and March 1, 2017 (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 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 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, which were applicable at the time the Developer made application for plan approval in 2013:

a. Section 142-24.A, requiring that local access streets have a minimum horizontal curvature of 150 feet. A waiver of this requirement is granted to permit the Developer to provide a horizontal curve of 66 feet for Chelsea Lane. Chelsea Lane will be a privately owned roadway.

b. Section 142-24, requiring that vertical curves be designed for a vehicle speed greater than 20 miles per hour (mph). A waiver of this requirement is granted to permit the Developer to design vertical curves for Chelsea Lane for a vehicle speed of 20 mph. Chelsea Lane



will be a privately owned roadway and the Plans note that the posted speed limit for Chelsea Lane will be 15 mph.

c. Section 142-24.D(5), requiring a maximum grade for streets of 4% within 50 feet from the main street curbline (at intersections). A waiver of this requirement is granted to permit up to an 8% grade for Chelsea Lane within 50 feet of the Main Street curbline.

d. Sections 142-19.E and 142-41, requiring that sidewalks be provided along the entire frontage of the tract. A partial waiver of this requirement is granted to permit the Developer to provide sidewalks along both sides of Chelsea Lane, except for the side of Chelsea Lane adjacent to steep slopes and stormwater management facilities on the Property, as depicted on the Plans.

e. Section 142-39, requiring grading at a maximum slope of 4H:1V. A partial waiver of this requirement is granted to permit grading for a slope steeper than 4H:1V at two locations in the Development, specifically: (1) in the first 200 feet from Main Street along the curve of Chelsea Lane, with a slope of 1H:1V; and (2) in and around the front yard adjacent to one of the existing residential dwelling units (identified on the Plans as Unit 3), in accordance with the grading shown on the Plans.

f. Section 142-39, requiring that sidewalks slope toward the curb. A waiver of this requirement is granted to permit the sidewalk proposed along Main Street to slope away from the curb and street and toward the front yard of the site due to existing grading on Property and for pedestrian safety.

g. Section 142-41.F, requiring that sidewalks be installed three (3) feet from curbing. A partial waiver of this requirement is granted to permit sidewalks along Chelsea Lane to be located adjacent to the proposed curbs, without a grass strip, to accommodate the existing slopes on the Property and to minimize cut and fill.

h. Section 142-41.M, requiring a 25-foot-wide right-of-way for shared use paths. A partial waiver of this requirement is granted to permit a trail right-of-way ranging from 12 to 16 feet in width for the proposed 8-foot-wide trail due to steep grades on the Property and other features proposed on the Property as part of the Development.

i. Section 142-41.F(1)(a), requiring that no trees or shrubs be planted within 30 feet of impoundment structures or emergency spillways. A waiver of this requirement is granted to permit proposed and existing trees to remain or to be planted within 30 feet of the basin impoundment area and the emergency spillway area as depicted on the Plans.

j. Section 142-42.F(2)(c), requiring a maximum side slope of 5H:1V for earthen detention basin embankments. A waiver is granted to permit a detention basin with a side slope of 3H:1V due to the close proximity of the basin to an adjoining property and to accommodate existing trees on the Property.

k. Section 142-13.D, requiring existing features within 100 feet of the tract boundary to be shown on plans. A partial waiver is granted to allow the Developer to provide plans depicting only some features within 100 feet of the Property, as required by the Township.

l. Section 142-13.D(6)(a), requiring that all species of trees on the tract be identified on plans. A partial waiver is granted so that trees to remain on the Property will be identified by size and species, and trees designated “to be removed” on the Plans will be identified by size and major classification (evergreen or deciduous).

m. Section 142-42.B(1)(c), defining “preserved” trees. A waiver of this definition is granted to permit the Developer to define trees “not preserved” as only those trees that will be removed as a result of construction.

n. Section 142-42.C, requiring the planting of replacement trees. A partial waiver of this requirement is granted to permit the Developer to provide 24 replacement trees

where 94 replacement trees are required; provided, however, that the Developer construct the off-site trail from the Property through the adjoining Township-owned open space parcel to the Pioneer Circle neighborhood as shown on the Plans in lieu of the remaining replacement trees. The Developer shall revise the Plans to address all remaining and any future comments of the Township Engineer with regard to the proposed trail, which shall be designed and constructed to the satisfaction of the Township Engineer. The Plans currently indicate that the construction of the trail includes the replacement/reconstruction of an existing culvert on the Township-owned open space parcel, at the Township's cost. As part of the continued design of the trail, Developer shall coordinate with the Township Engineer and the Township Director of Public Works to identify alternative locations where the trail could cross the tributary on the Township-owned open space parcel. Prior to final approval of the Plans, Developer shall provide to the Township proof of all necessary temporary construction easements and trail easements on, over, and through the lots in the Pioneer Circle neighborhood necessary to permit the construction, repair, replacement, maintenance, and public use of the trail, which easements shall be acceptable to the Township Solicitor and recorded against all affected properties prior to the recording of the Plans following final approval. Developer shall also execute a temporary construction easement with the Township for the construction of the trail and related improvements on the Township-owned open space parcel, which easement shall be prepared by and acceptable to the Township Solicitor.

2. Prior to final approval 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 September 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 "A", and all subsequent review letters issued by the Township Engineer,.

3. Prior to final approval 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 Consultant's review letter dated September 16, 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", and all subsequent review letters issued by the Township Traffic Consultant.

4. 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 following final approval 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.

5. 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 shown on the Plans following final approval may be maintained by the Township (with all expenses charged to the party responsible for such maintenance) 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.

6. Prior to recording the Plans, Developer shall provide the Township with homeowners' association documents for the Development satisfactory to the Township Solicitor addressing, among other things, the required maintenance of proposed stormwater facilities, use

and maintenance of Chelsea Lane, sidewalks, on-site and off-site shared use paths, utility installations, and the responsibilities of the homeowners for other shared improvements. The homeowners' association documents shall be recorded contemporaneously with the Plans.

7. Prior to recording the Plans, Developer shall provide the Township with documentation demonstrating that a modified temporary construction easement has been obtained from H&G Properties, to sufficiently accommodate additional construction areas outside of the previously-submitted easement. The modified easement shall be subject to review and approval by the Township Solicitor.

8. Developer shall be required to 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 Seventeen Thousand Eight Hundred Two and 00/100 Dollars (\$17,802.00). The fee is calculated based on the generation of six (6) total "new" weekday afternoon peak hour trips at a rate of Two Thousand Nine Hundred Sixty-seven and 00/100 Dollars (\$2,967.00) per trip, in accordance with the Lower Salford Township Traffic Impact Fee Ordinance in effect at the time of application in this matter in 2013.

9. Developer shall be required to pay to the Township a Recreation Impact Fee in the total amount of Six Thousand and 00/100 Dollars (\$6,000.00). The fee is calculated based on the construction of twelve (12) total "new" dwelling units at a rate of \$500.00 per new dwelling unit, in accordance with the Lower Salford Township Code of Ordinances.

10. 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.

11. 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 Approval Resolution.

12. 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 Approval Resolution shall be borne entirely by Developer and shall be at no cost to the Township.

13. Prior to the start of construction of required improvements, 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.

14. 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 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 (which waivers 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 Paragraph 1 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 November 5, 2025.

**LOWER SALFORD TOWNSHIP**

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

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

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION 2025-33**

**A RESOLUTION OF LOWER SALFORD TOWNSHIP, MONTGOMERY  
COUNTY, AUTHORIZING THE SUBMISSION OF A STATEWIDE  
LOCAL SHARE ACCOUNT GRANT APPLICATION FOR AN ADA  
ACCESSIBLE PLAYGROUND**

**Be it RESOLVED**, that Lower Salford Township of Montgomery County hereby requests a Statewide Local Share Account grant of \$621,514 from the Commonwealth Financing Authority to be used to construct ADA equipment on the southwest end of the existing Alderfer Park Playground to allow participation for children of varying abilities

**Be it FURTHER RESOLVED**, that the total estimated cost of the project is \$621,514 and that Lower Salford Township commits to any additional costs incurred.

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

I, Joseph Czajkowski, duly qualified Secretary of Lower Salford Township, Montgomery County, PA hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a meeting held on November 5, 2025 and said Resolution has been recorded in the Minutes of Lower Salford Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Lower Salford Township, this 5<sup>th</sup> day of November.

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

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

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

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

**Joseph S. Czajkowski**, Secretary



**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION 2025-34**

**A RESOLUTION OF LOWER SALFORD TOWNSHIP, MONTGOMERY  
COUNTY, AUTHORIZING THE SUBMISSION OF A STATEWIDE LOCAL  
SHARE ACCOUNT GRANT APPLICATION FOR A SECURE VEHICLE  
STORAGE INITIATIVE**

**Be it RESOLVED**, that Lower Salford Township of Montgomery County hereby requests a Statewide Local Share Account grant of \$1,000,000 from the Commonwealth Financing Authority to be used for a 2-bay, 1,300 sq. ft. impound garage on our property, along with a 3,200 sq. ft. pre-engineered car port for the police vehicles.

**Be it FURTHER RESOLVED**, that the total cost of the project is \$1,139,354.73 and that Lower Salford Township commits to the remaining \$139,354.73 from the Capital Fund to ensure a successful project.

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

I, Joseph Czajkowski, duly qualified Secretary of Lower Salford Township, Montgomery County, PA hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Supervisors at a Work Session held on November 5, 2025 and said Resolution has been recorded in the Minutes of Lower Salford Township and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Lower Salford Township, this 5<sup>th</sup> day of November.

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

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

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

**RESOLUTION NO. 2025-35**

**TOWNSHIP OF LOWER SALFORD  
MONTGOMERY COUNTY, PENNSYLVANIA**

**A Resolution Authorizing Application to the  
2025 PECO Green Region Open Space Program  
for the Clean Water, Clean Energy: Briarwyck Pond Aeration Project**

**WHEREAS**, the Township of Lower Salford desires to undertake the **Clean Water, Clean Energy: Briarwyck Pond Aeration** project; and,

**WHEREAS**, Lower Salford Township desires to apply to the PECO Green Region Open Space Program for a grant for the purpose of carrying out this project; and,

**WHEREAS**, Lower Salford Township has received and understands the 2025 PECO Green Region Open Space Program Guidelines.

**THEREFORE, BE IT RESOLVED THAT** the Lower Salford Township Board of Supervisors hereby approves this project and authorizes application to the PECO Green Region Open Space Program in the amount of **\$10,000** ; and,

**BE IT FURTHER RESOLVED, THAT**, if the application is granted, Lower Salford Township commits to the expenditure of matching funds in the amount of **\$10,901.52** necessary for the project's success.

**SO RESOLVED** this **5th day of November 2025**.

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

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

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

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

**Joseph S. Czajkowski**, Secretary

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION 2025 - 36**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION  
FOR THE MONTCO FOREVER GREEN GRANT PROGRAM**

**WHEREAS**, Montgomery County has established the Montco Forever Green Grant Program as a competitive funding program to assist municipalities and qualified non-profit land conservation organizations in funding fee title and conservation easement acquisition of open space across Montgomery County; and

**WHEREAS**, the County is accepting applications for open space preservation projects that provide economic, environment, and health benefits as detailed in the 2022 county report, Return on Environment: The Economic Impact of Protected Open Space in Montgomery County, Pennsylvania; and

**WHEREAS**, applications and projects must meet all stated requirements within the Montco Forever Green Grant Program Guidebook; and

**WHEREAS**, Lower Salford Township wishes to submit an application to obtain \$160,000 from the Montco Forever Green Grant Program to provide funding for the purchase of the 1-acre Bucher Property located at 222 Maple Avenue, Harleysville Pa. and;

**WHEREAS**, Lower Salford Township commits to fund the additional \$40,000 of the appraised purchase value of \$200,000.

**SO RESOLVED** this 5th day of November 2025.

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

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

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

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

Return To: Same as above

Parcel No.: 50-00-01713-00-9

### **SIDEWALK CONSTRUCTION AGREEMENT**

**THIS AGREEMENT (“Agreement”)** made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **LOWER SALFORD TOWNSHIP**, 379 Main Street, Harleysville, Montgomery County, Pennsylvania 19438 (hereinafter the "Township"), and **SMILE REALTY, LP**, a limited partnership with an address of Souderton Center, 775 Route 113, Souderton, Pennsylvania 18964 (hereinafter the "Owner") (collectively the Township and Owner are sometimes referred to as the “Parties”).

### **B A C K G R O U N D**

A. Owner is the owner of a certain tract of land comprising 2.717 [±] gross acres, more or less, situate in Lower Salford Township, with frontage on Main Street (S.R. 0063), having an address of 181 Main Street, Harleysville, Lower Salford Township, Montgomery County, Pennsylvania, and more particularly identified as Montgomery County Tax Parcel Number 50-00-01713-00-9 (hereinafter referred to as "the Property").

B. Owner previously received preliminary/final land development approval from the Township to develop the Property with an office building and related improvements by Resolution No. 2014-24.

C. Pursuant to Resolution No. 2014-24, the Township deferred the requirement to install sidewalks, curbs, and related improvements (the “Sidewalk Improvements”) along the

Property's frontage on Main Street as a part of the approved development until such time as the Township deems it necessary to install the Sidewalk Improvements.

D. The Property was developed pursuant to Resolution No. 2014-24 in accordance with the approval, final land development plans recorded in the Montgomery County Recorder of Deeds Office at Plan Book 42, Page 285 (the "Development Plans").

E. The deferral of the requirement to construct the Sidewalk Improvements along the Property's frontage on Main Street is included in General Note 17 on the Development Plans.

F. The Township is currently constructing a large-scale sidewalk improvement project along Main Street and Ruth Road (the "Sidewalk Project"), which includes the construction of the Sidewalk Improvements along the Property's frontage on Main Street that were previously deferred.

G. The portion of the Sidewalk Project to be constructed on the Property's frontage on Main Street is more particularly shown on the construction plan attached hereto as Exhibit "A" ("Sidewalk Plan").

H. The Township solicited bids for the Sidewalk Project, and based on the selected low bid, the estimated cost of the construction work to be done on the Property's frontage on Main Street to complete the Sidewalk Improvements is Forty-eight Thousand, Five Hundred Seven and 60/100 Dollars (\$48,507.60).

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **CONSTRUCTION OF SIDEWALK IMPROVEMENTS.** The Township, on behalf of itself and its successors and assigns, hereby agrees to construct and install the Sidewalk Improvements along the Property's frontage on Main Street in accordance with the Sidewalk Plan. Notwithstanding the construction of the Sidewalk Improvements by

the Township, the Parties agree that Owner shall be responsible for ongoing maintenance of the Sidewalk Improvements once installed and completed pursuant to requirements set forth in the Second Class Township Code and the Lower Salford Township Code.

2. **PAYMENT BY OWNER.** Upon execution of this Agreement by the Parties, Owner shall provide payment by check to the Township in the total amount of Forty-eight Thousand Five Hundred Seven and 60/100 Dollars (\$48,507.60) for the cost of the Sidewalk Improvements to be constructed on the Property's frontage on Main Street as depicted in Exhibit "A". Such payment, once remitted to and received by the Township, shall fully satisfy Owner's deferred obligation to construct sidewalks and curbing as memorialized in Resolution 2014-24 and General Note 17 on the Development Plans.

3. **GENERAL PROVISIONS.**

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

b. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

d. 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.

e. Recording. This Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

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

**IN WITNESS WHEREOF,** Owner/Developer and Lower Salford Township have caused this Agreement to be duly executed the day and year first above written.

**OWNER:  
SMILE REALTY, LP**

By: Smile Realty GP, LLC, its general partner

By: \_\_\_\_\_  
**John L. Reckner**, Member

**TOWNSHIP:  
LOWER SALFORD TOWNSHIP**

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

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

## ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF MONTGOMERY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned officer, a Notary Public, personally appeared **Keith A. Bergman**, known to me to be the Chairman of the Lower Salford Township Board of Supervisors, whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of Lower Salford Township for the purposes therein contained.

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

Notary Public

My Commission Expires:



## ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF MONTGOMERY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before the undersigned officer, personally appeared **John L. Reckner**, known to me or satisfactorily proven to be a Member of Smile Realty GP, LLC, the general partner of Smile Realty, LP, and as such officer, being duly authorized to do so, executed the within instrument on behalf of the limited partnership for the purposes therein contained.

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

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

My commission expires:

**EXHIBIT "A"**

