

LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS MINUTES
June 3, 2026

Chairman Keith Bergman called the Lower Salford Township Board of Supervisors meeting to order at 7:30 p.m. Supervisors present were Dave Scheuren, Kent Krauss, Marybeth Morrell and Rick Alderfer. Also, present were Joseph Czajkowski, Township Manager; Holly Hosterman, Assistant to the Township Manager; Director of Building and Zoning, Mike Beuke; Public Works Director, Doug Jones; Tom Medwid, Chief of Police; Cory Moyer, Deputy Chief of Police; Special Projects Coordinators, Grace Kelley and Christina Bernhardt; Township Solicitor, Andy Freimuth; Township Engineer, Michele Fountain; and Township Traffic Engineer, Stephanie Butler.

Chairman Bergman led all in the Pledge of Allegiance.

PROCLAMATION TO CHIEF TOM MEDWID - Chairman Bergman presented Chief Tom Medwid with a proclamation congratulating him on his retirement after 45 years as a police officer and 27 years as Lower Salford Township Chief of Police. Chief Medwid thanked the Board of Supervisors, the Police Officers and Township Staff for all the support that they have given him over the years.

Swearing In of New Police Chief Cory Moyer – Chairman Bergman conducted the swearing in of Chief Moyer. Chief Moyer thanked the Board for giving him this opportunity. He thanked Chief Medwid for being a mentor over the last 27 years and thanked his family for allowing him to take on this career despite all the challenges that go along with being a police officer.

Public Comment - There was no public comment.

Consent Agenda

Supervisor Scheuren moved to approve the consent agenda as presented. Supervisor Morrell seconded the motion. The motion passed unanimously.

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

Mike Beuke stated that there are no applications before the ZHB in June.

Park Board

Mrs. Hosterman reported that the next Park Board meeting is scheduled for June 23rd at 7pm.

Fire Chief – Chief Ryan Nase reported that for the month of May the Company had responded to 37 calls, with the Company averaging 8 firefighters per call. The Company was in service for 17 hours and 46 minutes. Chief Nase said that the company was very busy this past month with preparations for and covering the Country Fair Days.

Freedom Valley Medical Rescue – Chief Haines thanked Chief Medwid on behalf of the Ambulance squad. She also congratulated Chief Moyer on being appointed Chief and said that they looked forward to working with him. Chief Haines said that 95% of the recalls for mutual aid were from VMSC, however she said that the numbers were down for the month and that they were in talks with VMSC to work on this issue.

Communications Committee

Grace Kelley reported that the resident survey on communications will be open until the end of the month. The next meeting of the Communications Committee was scheduled for June 17, at 7:30pm. Supervisor Morrell thanked Grace Kelley and Christina Bernhardt for the excellent job in getting the information to the residents about the open space referendum.

Recreation Authority

Chairman Bergman said that the course was in great shape and doing well. He said that revenues were ahead of budget for the year.

New Business

A) Ordinance 2026-05 – Ordinance to Enact Earned Income Tax Increase of .25% for Open Space Acquisition – Authorization to Advertise – Supervisor Scheuren moved to advertise Ordinance 2026-05. Supervisor Alderfer seconded the motion. The motion carried unanimously.

B) Resolution 2026-15 – A Resolution Appointing a Liaison between Lower Salford Township and Berkheimer, Appointed Tax Collector of Local Taxes – Supervisor Scheuren moved to adopt resolution 2026-15. Supervisor Krauss seconded the motion. The motion passed unanimously.

- C) Resolution 2026 – 16 – Appointment Resolution for Open Space Bond Project
Chairman Bergman explained that this was to appoint, Bond Counsel, Financial Advisor and Solicitor to carry out the necessary work to allow the Township to float the bond to purchase the Allebach farm. Supervisor Scheuren moved to adopt the resolution. Supervisor Alderfer seconded the motion. The motion passed unanimously.
- A) Authorization to Execute Terminations of Development Agreements for the Arbor Square Development (2005, 2013, 2017) – Supervisor Scheuren
move to authorize the termination of the agreements. Supervisor Krauss seconded the motion. The motion passed unanimously.
- B) Motion to Authorize Fire Police Assistance to Perkiomen Township for the Funeral Service of Past Fire Chief, William E. Patterson, Jr. on Sunday, May 31, 2026 – Supervisor Scheuren
moved to authorize the assistance. Supervisor Morrell seconded the motion. The motion passed unanimously.
- C)) Motion to Authorize Fire Police Assistance to Souderton School District for the 2026 Graduation Ceremony on Tuesday, June 9, 2026 – Supervisor Scheuren
made a motion to authorize the assistance. Supervisor Alderfer seconded the motion. The motion passed unanimously.
- D) Motion to Authorize Fire Police Assistance to Upper Salford Township for the following Events; Philadelphia Folk Festival, August 13, 2026, Old Goshenhoppen Oyster Picnic, September 12, 2026, and the Big Bad Bonfire, October, 3, 2026 – Supervisor Scheuren
moved to authorize assistance. Supervisor Morrell seconded the motion. The motion passed unanimously.

Public Comment – Rob Carlson, 864 Main St., told that Board that he has worked in the information technology field for many years and is well versed in the operations of data centers. He said that he had some suggestions that might be helpful to the Township as they move forward with putting together a data center ordinance. Chairman Bergman thanked Mr. Carlson and asked that he forward his information to Mr. Beuke who was coordinating the data center ordinance implementation.

There being no further business, Mr. Freimuth moved to adjourn at 8:08pm.

Respectfully Submitted,

Joseph Czajkowski
Township Manager

Bowman

June 24, 2026

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

RE: **Engineer's Recommendation of Award**
Oak Drive (T-370) Roadway and Pedestrian Improvement Project
Lower Salford Township, Montgomery County, PA
Bowman Project No. 313822-01-001

Dear Joe:

Bowman Consulting Group, Ltd. (Bowman) has reviewed the bids received on June 23, 2026, at 11:00 AM, for the above reference project. Below is a summary of the bids received from the eleven (11) contractors:

	<i>Company</i>	<i>Base Bid</i>	<i>Status</i>
1	Marino Corporation	\$446,468.00	Verified
2	Sacks & Sons, Inc.	\$493,350.16	Verified
3	Road-Con, Inc.	\$582,000.00	Verified
4	Joseph J Danielle LLC	\$591,472.35	Verified
5	Scott Building Corporation T/A Scott Contractors, Inc.	\$592,878.00	Verified
6	Ply-Mar Construction Co., Inc.	\$597,184.00	Verified
7	Albert G. Cipolloni Jr. & Sons, Inc.	\$597,966.97	Verified
8	G&B Construction	\$629,458.60	Verified
9	Associated Paving Contractors, Inc.	\$654,209.90	Verified
10	T. Schiefer Contractors, Inc.	\$673,730.20	Verified
11	Construction Masters Services, LLC	\$938,654.85	Verified

425 Commerce Drive, Suite 200, Fort Washington, PA 19034

P: 215.283.9444

bowman.com

Upon review, the bids received appear to be acceptable. Our office recommends the governing body consider awarding the contract to the lowest qualified bidder, **Marino Corporation** for a total of **\$446,468.00** at the July 1, 2026, Board of Supervisors meeting.

If you have any questions, or require additional information, please contact me at sbutler@bowman.com or 267-419-1256

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie L. Butler".

Stephanie L. Butler, P.E.
Team Leader, Transportation

/lsw

Attachment

cc: Lower Salford Township Board of Supervisors
Doug Jones, Lower Salford Township



428 Main Street, Pennsburg, Pennsylvania 18073
t 267.923.8673 f 267.923.8679 www.horizonengineers.com

Via Hand Delivery and Email

May 18, 2026

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attn: Ms. Patti Reimel

Subject: Lot Line Change – 645 & 667 Bergeys Mill Road – Waiver Request
HEA Project #3180

Dear Ms. Reimel,

As part of the above referenced minor subdivision application located at 645 & 667 Bergeys Mill Road, the applicant is requesting the following waivers from the Lower Salford Township Subdivision and Land Development Ordinances:

1. Section 142-41 requiring sidewalks, curbing and storm sewers to be installed along all existing streets, given the minor nature of the application and that no improvements are being proposed as part of this minor plan application (nor will there be any impacts to the existing roadways as a result of the proposal).
2. Section 142-42 requiring various types of landscaping, given the minor nature of this application and that no improvements are being proposed as part of this minor plan application (nor will there be any impacts to the types of activities occurring on the properties as a result of the proposal).

Please do not hesitate to contact me with any questions or if you need any additional information.

Sincerely,

Horizon Engineering

A handwritten signature in black ink, appearing to read "Cynthia D. Smith".

Cynthia D. Smith, P.E.

Enclosures

cc: Michael & Kalyn Gouldey

/ProjData/Shared Documents/ProjAdmin/3180/Applications/Township/3180 First Township Submission Waiver Request.docx

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

ORDINANCE NO. 2026-06

“Age-Qualified Residential and LPOD Map Amendment”

AN ORDINANCE OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE TOWNSHIP ZONING ORDINANCE TO AMEND THE LOWER SALFORD TOWNSHIP ZONING MAP TO INCLUDE PROPERTIES AT 110 CASSELL ROAD (MONTGOMERY COUNTY TAX PARCEL NO. 50-00-00307-00-3) AND CASSELL ROAD (MONTGOMERY COUNTY TAX PARCEL NO. 50-00-00310-00-9) IN THE LAND PRESERVATION OVERLAY DISTRICT (LPOD), AND TO AMEND CHAPTER 164 (ZONING), ARTICLE VIA (LPOD LAND PRESERVATION OVERLAY DISTRICT), SECTION 164-28.1 (INTENT) TO ESTABLISH LEGISLATIVE INTENT FOR SUSTAINABLE HOUSING IN THE FORM OF AN “AGE-QUALIFIED RESIDENTIAL” (AQR) DEVELOPMENT AND TO ALLOW THE LPOD IN PROXIMITY TO INDUSTRIALLY ZONED PROPERTIES AROUND THE HARLEYSVILLE GROWTH AREA; TO AMEND SECTION 164-28.3 (CONDITIONAL USES) TO PERMIT AN AQR DEVELOPMENT BY CONDITIONAL USE IN THE LPOD; TO AMEND SECTION 164-28.4 (CONDITIONAL USE STANDARDS) TO ESTABLISH CERTAIN STANDARDS FOR AN AQR DEVELOPMENT; TO AMEND SECTION 164-28.5 (DENSITY AND DIMENSIONAL STANDARDS) TO ESTABLISH SPECIFIC DENSITY AND DIMENSIONAL STANDARDS FOR AN AQR DEVELOPMENT; TO AMEND SECTION 164-28.6 (DESIGN STANDARDS) TO REQUIRE AQR DEVELOPMENTS TO MEET SPECIFIC DESIGN STANDARDS; TO AMEND SECTION 164-28.7 (COMMON OPEN SPACE STANDARDS) AND TO CREATE A NEW SECTION 164-28.10 ENTITLED “MISCELLANEOUS” TO ESTABLISH THE OPEN SPACE REQUIREMENTS FOR AN AQR DEVELOPMENT; AND TO AMEND SECTION 164-28.9 (SEWAGE AND WATER FACILITIES) TO REQUIRE PUBLIC WATER AND PUBLIC SEWER FOR AN AQR DEVELOPMENT.

WHEREAS, Section 66601 of the Second Class Township Code, 53 P.S. § 66601, authorizes the Lower Salford Township Board of Supervisors to adopt, amend, repeal or revise existing ordinances,

WHEREAS, Section 609 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10609, authorizes the Lower Salford Township Board of Supervisors to enact amendments to the text of the Lower Salford Township Zoning Ordinance,

WHEREAS, the Lower Salford Township Board of Supervisors has determined that it is in the best interests of the Township to adopt this ordinance amending the Lower Salford Township Zoning Ordinance to further the preservation of open space within residential developments and to provide for sustainable and diversified housing options within the Township,

WHEREAS, a public hearing was held for the purpose of considering the amendments to the Lower Salford Township Zoning Ordinance set forth herein, and

WHEREAS, the Lower Salford Township Board of Supervisors, after the public hearing, and after receipt of recommendations from the Lower Salford Township Planning Commission and Montgomery County Planning Commission, deems it appropriate and proper that:

1. The Zoning Map of Lower Salford Township be amended to include properties at 110 Cassell Road (Montgomery County Tax Parcel No. 50-00-00307-00-3) and Cassell Road (Montgomery County Tax Parcel No. 50-00-00310-00-9) in the Land Preservation Overlay District (LPOD).
2. The text of the Zoning Ordinance of Lower Salford Township be amended to permit Age Qualified Residential (AQR) development as a conditional use in the LPOD Land Preservation Overlay District, as hereinafter more particularly set forth.
3. The text of the Zoning Ordinance of Lower Salford Township be amended to provide for the dimensional requirements applicable to Age Qualified Residential (AQR) developments in the LPOD Land Preservation Overlay District, as hereinafter more particularly set forth.
4. The text of the Zoning Ordinance of Lower Salford Township be amended to update and clarify the provision of the LPOD Land Preservation Overlay District, as hereinafter more particularly set forth.

AND the Lower Salford Township Board of Supervisors has concluded that such amendments will be in accordance with the spirit and the intent of the Lower Salford Township Zoning Ordinance.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Lower Salford Township, Montgomery County, Pennsylvania that the Zoning Map of Lower Salford Township and the Lower Salford Township Zoning Ordinance are both amended as follows:

SECTION 1. Section 164.28.1, of the Zoning Ordinance entitled Intent, is amended and restated in Subsection A, and to add a new Subsection G, as follows:

A. Create an open space/parkland greenbelt around the Harleysville growth area and Lederach Village, and in the vicinity of the Township's industrial areas, which will create a growth boundary for the more urbanized portions of the Township.

G. Provide for sustainable housing development options to address population needs and residential housing demands.

SECTION 2. Section 164-28.3 of the Zoning Ordinance entitled Conditional Uses is amended to add new subsection C , which shall read as follows:

C. Age-Qualified Residential (AQR) development with 55% open space and clustered in accordance with standards of the LPOD District. An AQR development shall be comprised of a mix of the following residential unit types, all of which shall be restricted with an age qualification restricting occupancy to at least one resident of 55 years of age and older: single-family detached dwelling; two-family building or dwelling unit; triplex dwelling units and quadruplex dwelling units. Lot line dwelling units and mobile home dwelling units shall be prohibited. An AQR development shall also include accessory uses and structures customarily incidental to principal residential use for the use and benefit of the residents and guests of the development only, including structures devoted to passive recreation, active recreation (a “clubhouse”), overflow parking areas, and similar amenities as authorized by the Board of Supervisors.

SECTION 3. Section 164-28.4 of the Zoning Ordinance entitled Conditional Use Standards is amended to restate Section C and add subsection F as follows:

C. The Township Board of Supervisors determines that the design, location and layout of common open space meets Township goals and requirements, and for AQR developments, that the development is in proximity to the industrial zoned areas of the Township.

F. For AQR development, a minimum of 55% of the dwelling units shall be comprised of single family detached dwellings and twin dwellings, with a minimum of 20% of either the single family detached dwelling or twin dwelling unit required.

SECTION 4. Section 164.28.5 of the Zoning Ordinance entitled Density and dimensional standards is amended to restate subsection A and add subsection A.3, as follows:

A. Density. For a single family cluster LPOD development subsections (1) and (2) below shall be used to calculate density. For an AQR LPOD development subsection (3) shall be used to calculate density.

(3) The yield plan requirements set forth above shall not apply to an AQR development. The density of an AQR LPOD development shall not exceed 1.75 dwelling units per gross acre.

SECTION 5. Section 164.28.5.B of the Zoning Ordinance entitled Dimensional Standards is amended to add Section B.(1).(a).[3], revise Section B.(2) and add Section B.(3) as follows:

B.(1) Dimensional standards of tracts proposed for LPOD development:

(a) Minimum tract size.

[3] AQR development: 35 acres.

B.(2) Dimensional standards for single-family detached residential lots in a single family cluster development.

B.(3) Dimensional standards for an AQR LPOD development. All building and dwelling unit types in an AQR development shall be unlotted, and the following dimensional standards must be met:

- (a) Minimum building setback from existing external road rights-of-way, when hedgerows are not provided: 175 feet.
- (b) Minimum building setback from existing external road rights-of-way when hedgerows are provided in accordance with § 164-28.6B: 75 feet.
- (c) Minimum building setback from tract boundaries: 75 feet.
- (d) Minimum building setback from floodplain and wetlands: 50 feet.
- (e) Minimum building setback from slopes of 25% or greater that have a vertical distance of eight feet or more: 15 feet.
- (f) Maximum building coverage (percentage of tract): 20%
- (g) Maximum impervious coverage (percentage of tract): 35%.
- (h) Maximum building height: 35 feet
- (i) Building separation: 20 feet
- (j) Outdoor living area setbacks for unlotted developments. Outdoor living areas are required for each dwelling unit at a depth of no less than 16 feet. Outdoor living space may not be permitted to encroach into the tract boundary setback.

SECTION 6. Section 164.28.6 of the Zoning Ordinance entitled Design Standards is amended to revise its text and revise Subsections C and D and add Subsection E as follows:

The following standards apply to all LPOD development, unless otherwise stated:

C. All lots in a single family detached cluster LPOD development and AQR development shall take driveway access from new interior roads, rather than existing roads exterior to the tract; however, lots in a village LPOD development may take driveway access from existing, exterior roads.

D. Streets within LPOD single family detached cluster developments shall be interconnected with each other and with streets on abutting properties.

E. Accessory uses for an AQR development shall comply with the following:

- (1) A clubhouse may be constructed only in AQR developments containing greater than 100 dwelling units. The clubhouse structure shall be limited to one (1) story and 4,000 square feet of floor area.
- (2) Accessory structures devoted to active recreation, including a clubhouse, courts and pool facility, shall be limited to use by the residents and guests of the development only. Commercial use is prohibited.

(3) Parking shall be provided for accessory structures in compliance with Section 164-99.A.

(4) Accessory overflow parking facilities shall be provided in locations throughout the development at a ratio of .5 space for every dwelling unit that is not a single family dwelling unit.

SECTION 7. Section 164.28.7 of the Zoning Ordinance entitled Common Open Space Standards is amended to revise Subsections A.(1) and A.(2) as follows:

(1) At least 55% of the gross tract area shall consist of common open space, which shall be comprised of conservation open space, central open space and/or access open space. For unlotted developments, required common open space shall be measured at a distance of 25 feet from the face of any residential building or 10 feet from the edge of any outdoor living area.

(2) Common open space shall meet the requirements of § 164-22 of Article V, General Provisions. For an AQR development, provision for active recreation facilities in compliance with 164-22.B.2 may be satisfied in the form of interconnected trail system, clubhouse and pool facilities, where such facilities comprise a minimum of 2.5% of the gross tract acreage.

SECTION 8. Section 164.28.7 of the Zoning Ordinance entitled Common Open Space Standards is amended to revise Subsection C.(1) as follows:

(1) Central open space shall be provided in all LPOD single family detached cluster developments only, at a rate of at least 1,000 square feet of central open space per lot but no more than 6,000 square feet of central open space per lot.

SECTION 9. Section 164-28.9 of the Zoning Ordinance entitled Sewage and water facilities is amended to state:

All LPOD single family detached cluster developments and AQR developments must be served by public water facilities and municipally owned and operated public sewage facilities.

SECTION 10. Section 164-28.10 entitled Miscellaneous shall be added to the Zoning Ordinance, as follows:

Where there is conflict between the common open space provisions of the Zoning Ordinance or other Township Code, and the requirements of this Section, the specific provisions of this Section shall be controlling.

SECTION 11. The Zoning Map of Lower Salford Township is hereby amended to include properties at 110 Cassell Road (Montgomery County Tax Parcel No. 50-00-00307-00-3) and Cassell Road (Montgomery County Tax Parcel No. 50-00-00310-00-9) in the Land Preservation Overlay District (LPOD).

SECTION 12. SEVERABILITY. It is hereby declared to be the legislative intent that if a court of competent jurisdiction declares any provision of this Amendment to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Amendment shall continue to be separately and fully effective. The Board of Supervisors hereby declares that it would have passed this Amendment and each Section or part thereof, other than the part declared invalid, if the Board of Supervisors has advanced knowledge that any part would be declared invalid.

SECTION 13. REPEALER. Any resolution, ordinance or part of any ordinance or resolution inconsistent herewith, and any amendments thereof, are hereby expressly repealed and the provisions of this Ordinance shall prevail.

SECTION 14. RATIFICATION. In all other respects, the provisions of the Lower Salford Township Zoning Ordinance, as amended, shall remain in full force and effect.

SECTION 15. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its approval as required by the law.

ENACTED and ORDAINED this ____ day of _____, 2026.

LOWER SALFORD TOWNSHIP

By: _____

Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____

Joseph S. Czajkowski, Township Manager/Secretary

NOTICE

NOTICE is hereby given that the Board of Supervisors of Lower Salford, at its public meeting on August 5, 2026 at 7:30 PM in the Township Building, 379 Main Street, Harleysville, Pennsylvania, will hold a public hearing on and could vote to adopt an ordinance entitled " Age-Qualified Residential and LPOD Map Amendment" amending the Code of the Township of Lower Salford to amend the Lower Salford Township Zoning Map to include properties at 110 Cassell Road (Mongomery County Tax Parcel No. 50-00-00307-00-3) and Cassell Road (Montgomery County Tax Parcel No. 50-00-00310-00-9) in the Land Preservation Overlay District (LPOD), and to amend Chapter 164 (Zoning), Article VIA (LPOD Land Preservation Overlay District), Section 164-28.1 (Intent) to establish legislative intent for sustainable housing in the form of an “Age-Qualified Residential” (AQR) development and to allow the LPOD in proximity to industrially zoned properties around the Harleysville growth area; to amend Section 164-28.3 (Conditional Uses) to permit an AQR development by conditional use in the LPOD; to amend Section 164-28.4 (Conditional Use Standards) to establish certain standards for an AQR development; to amend Section 164-28.5 (Density and Dimensional Standards) to establish specific density and dimensional standards for an AQR development; to amend Section 164-28.6 (Design Standards) to require AQR developments to meet specific design standards; to amend Section 164-28.7 (Common Open Space Standards) and to create a new Section 164-28.10 entitled “Miscellaneous” to establish the open space requirements for an AQR development; and to amend Section 164-28.9 (Sewage and Water Facilities) to require public water and public sewer for an AQR development.

Copies of the full text of the proposed Ordinance and Amendment to the Official Zoning Map of the Township are available for examination during normal business hours at the Offices of Montgomery News, 307 Derstine Avenue, Lansdale, Pennsylvania 19446, the Montgomery

County Law Library, Court House, Norristown, Pennsylvania 19401, and the Lower Salford Township Building, 379 Main Street, Harleysville, Pennsylvania 19438 where a copy of the proposed Ordinance and Map Amendment may be obtained for a charge not greater than the cost thereof.

**ANDREW R. FREIMUTH, ESQUIRE
WISLER PEARLSTINE, LLP**

Solicitor for Lower Salford Township

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2026-07

“Data Center Ordinance”

AN ORDINANCE AMENDING THE LOWER SALFORD TOWNSHIP ZONING MAP TO CREATE AND IDENTIFY THE DATA CENTER OVERLAY DISTRICT AS AN OVERLAY DISTRICT OVER CERTAIN PROPERTIES ALONG WAMBOLD ROAD WITH AN UNDERLYING ZONING DESIGNATION OF “I” INDUSTRIAL DISTRICT; TO AMEND CHAPTER 164 (ZONING), SECTION 164-5 (DEFINITIONS AND WORD USAGE) TO ESTABLISH DEFINITIONS FOR THE TERM “BACKUP GENERATORS”, “RENEWABLE ENERGY POWER GENERATION SOURCE”, “DATA CENTER”, “DATA CENTER ACCESSORY USES”, “DATA CENTER EQUIPMENT”, “POWER STORAGE SYSTEM”, AND “SENSITIVE RECEPTOR”; TO AMEND CHAPTER 164 (ZONING) TO CREATE A NEW ARTICLE XXIV ENTITLED “DATA CENTER OVERLAY DISTRICT” TO PERMIT DATA CENTER’S WITHIN THE NEWLY CREATED DATA CENTER OVERLAY DISTRICT BY CONDITIONAL USE AND SETTING FOR SECTIONS AND REGULATIONS ADDRESSING INTENT, APPLICABILITY, CONDITIONAL USE, CONDITIONAL USE APPLICATION REQUIREMENTS, DENSITY, DIMENSIONAL, AND ADDITIONAL STANDARDS; AND TO AMEND CHAPTER 164 (ZONING), ARTICLE V (GENERAL PROVISIONS), SECTION 165-25 (CONSIDERATION OF CONDITIONAL USE APPLICATIONS) TO ADD A NEW PARAGRAPH “D” TO ESTABLISH GENERAL STANDARDS FOR THE REVIEW OF ALL CONDITIONAL USE APPLICATIONS.

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

SECTION I. - Zoning Map Amendment

The Lower Salford Township Zoning Map is hereby amended to identify the Data Center Overlay District as an overlay district in addition to the underlying zoning district of “I” Industrial on those properties depicted on the plan attached hereto as Exhibit “A”.

SECTION II. Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Section 164-5

(Definitions and word usage) is hereby amended to add the following new defined terms:

BACKUP GENERATORS - Natural gas, hydrogen fuel cells, Power Storage System, other non-coal and non-petroleum fuel powered equipment, or a Renewable Energy Power Generation Source that is used to generate electricity, primarily during a power outage.

RENEWABLE ENERGY POWER GENERATION SOURCE - A power generation source, with or without a power storage system including, but not limited to, photovoltaic panels, solar thermal systems, wind turbines (bladeless only), and geothermal systems.

DATA CENTER - A facility used primarily for or intended to be used primarily for the housing, operation, and/or co-location of (i) computer, communications, and/or data processing equipment, and equipment for handling, storing, and backing up the data necessary for the operation of a business or organizational entity; (ii) Data Center Equipment ("DCE") as defined below; (iv) Data Center Accessory Uses when located on the same tract or assemblage of adjacent parcels developed as a unified development; (v) cogeneration equipment and related pumps, conduit, piping, and other equipment to be used for transporting heat or other power sources for use in heating or generating power for other buildings; and (vi) all other systems, equipment, piping, conduit and other ancillary equipment, structures, and other appurtenances that are incidental to and/or needed for the construction, support, operation, repair, maintenance, and/or protection of the Data Center and its surroundings. Any facility that functions in a manner similar to one or more of the ways described herein but is clearly accessory to a permitted principal use located on the same lot, shall not be considered a "Data Center" for the purpose of applying the requirements of this ordinance. Notwithstanding the foregoing, an applicant proposing such accessory facility shall demonstrate compliance with the requirements of this Article as reasonably determined by the Township Zoning Officer and the Township Engineer based on the nature, extent, and anticipated impact of the facility as a precondition to issuance of a building permit and/or certificate of occupancy.

DATA CENTER ACCESSORY USES - Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: Back-Up Generators (which shall not include energy generation systems used or intended to be used to supply power to the Data Center during normal operations); administrative, logistical, fiber optic, storage, and security buildings or structures; electrical substations (if permitted); fiber optic lines; utility lines; domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities and water towers;

pump stations; heating, ventilation, air conditioning, cooling towers, fire suppression, and related equipment; security features.

DATA CENTER EQUIPMENT (“DCE”) - Equipment related to the Data Center or Data Center Accessory Use. Examples of DCE include, but are not limited to, utility facilities, utility lines, fiber optic lines, redundant/back-up power supplies, Back-Up Generators, renewable energy power generation sources, redundant data communications connections, domestic and non-contact cooling water and wastewater treatment facilities, water cooling or holding facilities (including, but not limited to, closed-loop water cooling systems), pump stations, water towers, external environmental controls (emission controls, noise pollution controls, environmental impact monitoring), internal environmental controls (heating, ventilation, air conditioning, cooling towers, fire suppression, and related equipment), security features, fencing and building(s), offices and office building(s), cogeneration equipment and related piping and appurtenant equipment and structures, electrical substations (if permitted), pump stations, water towers, mechanical equipment, sound control systems, and all other facilities, equipment, parts, systems, conduit, piping, structures, buildings appurtenances and materials needed for any one or more of the functions, uses or purposes stated in the definitions of “DATA CENTER” and/or “DATA CENTER ACCESSORY USES”.

POWER STORAGE SYSTEM - A power storage system and the infrastructure systems and processes used to efficiently store, distribute and manage the power generated within the Data Center property. Power Storage System may also include a BESS (Battery Energy Storage System), which provides support to the local, regional or overall power grid by storing energy during off-peak hours and releasing it back into the grid as demand warrants.

SENSITIVE RECEPTOR – Buildings or structures used for residences (including institutional uses with a residential component), schools, daycare facilities, preschools, hospitals, community centers, and similar institutional uses.

SECTION III. - Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning) is hereby amended to add the following new Article XXIV entitled “Data Center Overlay District”:

Article XXIV
Data Center Overlay District

Section 164-70. Intent.

A. Data Centers require significant energy, water, and land resources, which may impact public infrastructure, natural resources, and the Township's rural character. Data Centers commonly use large-scale backup power supplies and require large-scale cooling systems that, if not properly installed and maintained, can create noise, air quality and other environmental concerns. The Township has a responsibility to protect the public health, safety, and welfare of its residents by establishing environmental, performance and other standards, including, but not limited to, limits on noise, water use, energy demand, and monitoring, reporting, and enforcement mechanisms to ensure compliance with Township ordinances and state and federal law.

B. The Township recognizes that the protection of residents' quality of life, including peace, quiet, clean air, and safe water, is a compelling governmental interest that justifies the adoption of regulations for Data Center uses.

C. In expansion of the purpose found in Article I, Section 164-1 of this Chapter and the statement of community development objectives found in Article II of this Chapter, the Township, through the adoption of the regulations in this Article, intends to: (1) establish standards for Data Center uses as defined; (2) minimize the potential negative impacts on neighboring properties from such uses; (3) provide uniform criteria for the development of such uses; and (4) plan for and aid in the regulation and enforcement of such uses.

Section 164-171. Applicability

A. An applicant who submits plans for development of land with intended use as a Data Center within the Data Center Overlay (DCO) District shall submit plans under these DCO provisions and under the provisions of the underlying zoning district.

B. Where the provision of this Article and another Zoning Ordinance or Subdivision and Land Development Ordinance provision apply to the exact same matter or are in direct conflict, this Article shall apply and take precedence.

Section 164-172. Conditional Use

A. Data Centers in compliance with the procedures, standards, and criteria contained in this Article shall be permitted by conditional use within the DCO District as delineated by the Zoning Map.

Section 164-173. Conditional Use Application

A. An application for conditional use shall be filed with the Township on such forms as may be prescribed for said purpose, with the required number of copies of the application and required supporting plans, studies, reports, and documents, and the applicant shall pay all fees for such application as prescribed by the Board of Supervisors.

B. The following documentation shall be submitted with the application for conditional use for the application to be deemed complete and accepted by the Township for processing in accordance with this Chapter and the MPC:

i. A three-dimensional (“3D”) model or rendering of the proposed Data Center that depicts, in photorealistic form, the height, style and scale of the Data Center, as built, and viewed from at least the following:

- (1) above the Data Center;
- (2) the Data Center property boundary (from at least four discernable viewpoints);
- (3) each intersection within 600 feet of the property on which the Data Center is proposed to be built; and
- (4) such other viewpoints as chosen by the applicant.

ii. A concept plan for the Data Center prepared by a professional engineer licensed in the Commonwealth of Pennsylvania which shall include at least the following:

(1) the location of all proposed uses, accessory uses, preserved land, Data Center(s), Data Center Accessory Uses, DCE, wastewater treatment system(s), waste disposal systems, proposed public and private roadways, infrastructure of any kind, and the location of any building or structure; and

(2) dimensions between proposed Data Center and adjacent properties and Sensitive Receptors, proposed setbacks, location of truck idling, proposed buffers, screening, and landscaping required by this Chapter and the Lower Salford Township Subdivision and Land Development Ordinance (including buffering of all ground mounted DCE), proposed sidewalks, and proposed emergency access locations;

(3) a second means of ingress and egress for emergency access to the property;

(4) identification and size of all parcels intended to be developed as part of a Data Center;

(5) a boundary and topographic survey plan sheet signed and sealed by a Pennsylvania-licensed surveyor; and,

(6) an existing features plan sheet, including but not limited to, woodlands, trees having diameter at breast height of 6 inches or more, floodplains, steep slopes, riparian buffers, soils, wetland and waterway delineation, buildings and manmade structures.

iii. An Economic Impact Analysis (“EIA”) prepared by a qualified professional which shall include at least the following:

(1) a good faith estimate of the costs that may be incurred for municipal services (by the Township or otherwise), including, but not limited to, public infrastructure, public works, stormwater management, emergency preparedness, administrative costs, police and fire protection;

(2) a good faith estimate of the revenues anticipated to be generated by the Data Center, including revenues generated from realty transfer taxes, real estate taxes, earned income taxes, fees, utility revenues, and other Township revenue sources;

(3) Long-term operational and maintenance impacts to the Township; and

(4) A comparison of projected public costs to anticipated public revenues over a reasonable planning period.

iv. A Traffic Impact Study (“TIS”), prepared by a traffic engineer licensed in the Commonwealth of Pennsylvania, in accordance with the requirements of Section 142-148.

v. A Utility Feasibility Study (“UFS”) prepared by a qualified consultant which shall include at least the following:

(1) anticipated power usage of the proposed Data Center, including the amount of power expected to be used by the Data Center, on average and at times of peak usage at maximum capacity upon completion of each Data Center building or other building housing a Data Center Accessory Use and/or DCE and at maximum capacity after full build-out of the Data Center;

(2) the amount of power expected to be generated on-site by any Renewable Energy Generation Source, Power Energy System, or Back-up Generator;

(3) estimated impacts on electric rates or power availability for other uses directly attributable to the Data Center project;

(4) water feasibility analysis, including, at a minimum, (a) calculations of the projected water needs, including reasonable fluctuations; (b) a geologic map of the proposed project area within a radius of at least one mile from the property boundary; (c) the location of all existing and proposed wells within 1,000 feet of the property boundary and all known point sources of pollution; (d) the location of all surface waters within 1,000 feet of the property boundary with a notation of the capacity of all high-yield wells; (e) a determination that the long-term safe yield of the water source; (f) a drought response plan to demonstrate compliance with state, water supplier, and local drought declaration requirements; (g) a determination of the proposed water supply system poses no adverse impacts on the quantity and quality of water in near-by wells, streams, and the groundwater table; (h) identification of how water will be recycled, treated, or released into surrounding water bodies; (i) a statement of the qualifications and the signatures of the person preparing the analysis;

(5) wastewater disposal analysis, including, at a minimum, (a) sanitary sewer collection and treatment capacity; (b) an analysis of the wastewater disposal needs of either a public sewer system or private system, indicating the quantity of wastewater generation expected. If the Data Center is to rely upon a private system of wastewater disposal, a wastewater feasibility study shall be required to determine if there is an adequate capacity to dispose of wastewater and that the disposal technique does not pose adverse impacts on surrounding water bodies, which study shall include, at a minimum, (a) calculations of the projected wastewater generation, including sources of wastewater; (b) a geologic map of the proposed project area within a radius of at least one mile from the property boundary; (c) the location of all existing and proposed wells within 1,000 feet of the property boundary and all known point sources of pollution; (d) the location of all surface waters within 1,000 feet of the property boundary with a notation of the capacity of all high-yield wells; (e) identification of how water will be recycled, treated, or released into surrounding water bodies; (f) a determination that the proposed wastewater disposal system has no adverse impact on the quantity and quality of water in nearby wells, surface waters, and the groundwater table; (f) a statement of the qualifications and the signatures of the person preparing the analysis;

(6) storm sewer and drainage infrastructure;

(7) gas, telecommunications, and broadband service availability;

(8) proposed utility extensions or upgrades;

(9) existing utility systems limitations and required improvements; and

(10) written verification from applicable utility providers confirming the ability to serve the proposed Data Center project.

vi. An Environmental Impact Analysis ("EIA") prepared by an engineer licensed to do business in the Commonwealth of Pennsylvania which shall include at least the following:

(1) assessment of potential impacts of construction, operation, maintenance, and/or repair or trouble-shooting of the Data Center (including, but not limited to, during periods of emergency power, fire, and fire suppression and control) on wetlands, floodplains, streams, riparian buffers, steep slopes, woodlands, wildlife habitat, threatened or endangered species, other environmentally sensitive areas, soil conditions, geologic features, air quality, noise, ultrasound (20KHz or greater), infrasound (20KHz or less), vibration, light impacts, stormwater runoff, and erosion potential; and

(2) proposed measures to prevent or, as the case may be, mitigate and/or monitor, negative environmental impacts identified by the EIA.

vii. A Prospective Sound and Vibration Study ("PSVS") conducted and prepared by by an acoustical engineer, licensed to do business in the Commonwealth of Pennsylvania, which shall include at least the following:

(1) assessment of the existing daytime ambient sound and nighttime ambient sound;

(2) identification and estimation of noise, vibrations and other audible phenomena that may be created or exacerbated by operation of the Data Center (including, but not limited to, during periods of emergency power, testing and maintenance, fire, and fire suppression and control) and include an octave band analysis;

(3) demonstration of anticipated compliance with the applicable sound and vibration limits set forth in Section 164-174.D; and

(4) where applicable, the PSVS shall be conducted using sound level meters described in American National Standards Institution (ANSI) S1.4-2014 (as may be updated from time to time), vibration level measures described in ANSI S3.18-2002/ISO 2631-1-1997 (as may be updated from time to time), and using criteria that are generally accepted by the professional acoustical engineering profession such as the ASA or INCE-USA.

viii. A Thermal Impact Mitigation Plan prepared and certified by a professional engineer, which shall include at least the following:

(1) identification of primary sources of waste heat (air- and water-based);

(2) evaluation of potential off-site thermal impacts (including plume/heat discharge and localized heat islands) under representative seasonal conditions;

(3) description of design measures to minimize heat impacts (e.g., equipment siting, shielding, landscaping, cool roofs/paving where applicable);

(4) evaluation of feasible opportunities for waste heat reuse. Where reuse is not feasible, the reason(s) reuse is not feasible should be given, in which case alternative mitigation shall be identified (e.g., vegetative or green roof and/or site design modifications); and

(5) inclusion of a monitoring/verification approach if required by conditions of approval based on proximity to Sensitive Receptors or site constraints.

ix. An Emergency Response Plan prepared by a qualified professional, which shall:

(1) evaluate the impacts, both positive and negative, of the proposed Data Center upon emergency services and fire protection;

(2) be reviewed by and acceptable to the local fire department and emergency management services as part of the conditional use process;

(3) include detailed procedures for fire suppression, containment, ventilation, and evacuation;

(4) ensure that all first responders receive adequate training specific to the installed system at the expense of the applicant; and

(5) include provisions for annual fire safety inspections demonstrating compliance with fire safety standards to be performed by a qualified professional on behalf of the Data Center.

x. An Electronic Waste Plan outlining procedures for safe removal and recycling and/or disposal of server infrastructure, hazardous materials, batteries, electronic waste, and related products that meet all state and federal requirements, which will apply in cases when the equipment within the Data Center is updated or decommissioned.

xi. A Decommissioning Plan prepared by a qualified professional outlining the procedures for the safe shutdown, removal of equipment, disposal or recycling of materials, and property restoration in accordance with the requirements of Section 164-174.D.

C. The Township or its designated consultants may determine whether submitted studies, reports, and plans are complete and sufficient for review purposes. The Township may require revisions, supplemental information, or peer review and analysis where necessary to adequately evaluate the impacts of the proposed development.

Section 164-174. Density, Dimensional, and Additional Standards

A. Site location requirements.

i. Data Centers shall be located within the DCO as shown on the Zoning Map.

ii. Data Centers shall provide their main access from a principle arterial road as depicted on the Lower Salford Township Official Road Classification Map.

B. Area and bulk regulations.

i. Minimum lot size: The lot area for a Data Center shall be a minimum of five (5) acres.

ii. Maximum height: Data Centers and any accessory structures may not exceed 50 feet in height, inclusive of any superstructure or appurtenance mounted on or above the roof, including, but not limited to, bulkheads, water towers, roof-mounted DCE, elevator towers, parapet walls, and any other roof mounted equipment or structures. The height of a principal Data Center building may be increased up to 65 feet, inclusive of any superstructure or appurtenance mounted on or above the roof, including, but not limited to, bulkheads, water towers, roof-mounted DCE, elevator towers, parapet walls, and any other roof mounted equipment or structures, at the discretion of the Board of Supervisors as determined through the conditional use process. Roof-mounted equipment and appurtenances shall be set back from the parapet at least as far as the equipment's height above the roof surface and screened in accordance with this Article.

iii. Minimum Setbacks:

(1) Data Centers and truck idling areas shall have a minimum setback from all property lines of 250 feet, with the exceptions of utility lines, fiber optic lines, and security stations.

(2) Data Centers shall be a minimum of 1,000 feet from residential uses, residential districts, and/or Sensitive Receptors. This distance may be reduced to a range of 500 – 999 feet if the applicant can successfully demonstrate how it will exceed other environmental performance standards, including, but not limited to, noise levels that do not exceed ambient noise in the vicinity of the property, visual screening and/or aesthetic improvements that mask the Data Center use and do not contribute to any thermal air changes that would affect the closest Sensitive Receptors.

iv. Maximum building coverage: 40%.

v. Maximum impervious coverage: 60%

vi. Buffer yards and landscaping.

(1) A buffer yard shall be provided where a Data Center and/or accessory facilities abut a residential or agricultural zoning district or use and shall consist of an earthen berm installed in the following manner:

(a) The leading toe of slope shall be no more than 10 feet from the property line.

(b) The height shall be a minimum of 6 feet and shall have a 2:1 slope measured from the top leading edge of the berm to the toe of slope.

(c) The berm shall be landscaped with a screen planting located on the top of the berm. Such planting shall be designed by a landscape architect, registered as such with the Commonwealth of Pennsylvania, in accordance with the screen planting requirements in the Township's Subdivision and Land Development Ordinance.

(d) Screen plantings shall be 12 feet in height at the time of planting.

(e) Screen plantings shall be permanently maintained so as to provide the minimum required screening at all times.

(f) These requirements may be subject to modification by the Board of Supervisors if an applicant can show, as part of a conditional use process, that existing vegetation on the property can adequately provide the required screening in accordance with the requirements contained herein.

(2) The Data Center property shall also comply with all applicable landscaping requirements in the Lower Salford Township Subdivision and Land Development Ordinance, except to the extent modified above.

vii. Screening and soundproofing requirements.

(1) All Data Center mechanical equipment shall be fully enclosed, except where not mechanically feasible based upon manufacturer's specifications. If it is not mechanically feasible to fully enclose the equipment, full visual screening of Data Center mechanical equipment visible from view at the ground level from all existing and planned public roads and adjoining parcels shall be provided using enhanced landscaping, lattice, cladding, or a combination of these methods, to the Township's satisfaction.

(2) All buildings and any external equipment that may at any time generate noise or vibrations shall be designed with noise/vibration attenuating materials. In addition, external equipment that may at any time generate noise or vibrations shall be designed with enclosures, equipment, screening or buffering to mitigate transmittal of noise and vibrations beyond the property lines of the Data Center property so as to, at a minimum, comply with the maximum noise limits set forth in Section 164-174.D.

viii. Façade and aesthetic standards.

(1) Principal building facades require a horizontal offset of at least ten feet at intervals of no more than 150 linear feet (measured horizontally) of principal building façade.

(2) No more than 80 percent of a principal building façade may consist of one building material.

(3) No more than 80 percent of a principal building façade may consist of one color, texture, or pattern.

(4) Principal building façades require fenestration, step-back(s), cantilever(s), projection(s), or architectural elements extending horizontally across at least 60 percent of the façade.

(5) Each principal building shall include an articulated main entrance. This entrance shall be differentiated from the rest of the building with a change in building material, pattern, texture, color, or architectural accent. It shall also either project or be recessed from the adjoining building plane.

(6) Elevations/renderings of all principal building façades visible from off-site shall be submitted with the conditional use application.

(7) Any fencing proposed for a Data Center use shall not include barbed or razor wire and shall be subject to the Township's requirements for fences in this Chapter.

ix. Truck idling. Truck idling shall not be permitted for more than 5 minutes and may only occur in spots signed and designated for truck idling.

C. Utilities.

i. A Data Center shall be served by public utilities only.

ii. Data Center projects shall be designed and constructed to meet the current United States Green Building Council (USGBC) LEED BD+C: Data Centers rating system, or equivalent design standards, as approved by the Township Engineer.

iii. Public water.

(1) A Data Center shall be served by a public water system. The applicant shall demonstrate, to the satisfaction of the Township Engineer: (i) the anticipated water usage by the Data Center, and (ii) that sufficient capacity currently exists (or will exist) to serve the needs of the Data Center. The Data Center shall not be designed or operated (including cooling systems) to draw on private wells or direct withdrawals from surface watercourses.

(2) The Data Center shall be designed to include a closed-loop water circulation system(s) to cool Data Center processing equipment or parts or, in the alternative, such other technology and systems to minimize DCE sound emissions from Data Center cooling equipment and the Data Center's use of water, acceptable to the Township Engineer. A drought response plan satisfactory to the Township shall be provided which, at a minimum, demonstrates compliance with state, water supplier, and local drought declaration requirements.

iv. Public sewer.

(1) A Data Center must be served by a public wastewater and sewage treatment system. The applicant shall demonstrate, to the satisfaction of the Township Engineer: (i) the anticipated sanitary sewer flows that likely will be generated by the Data Center, and (ii) that sufficient capacity currently exists (or will exist) in the wastewater and sewage treatment system's sewer conveyance and treatment plant(s) to convey and treat the Data Center's wastewater.

v. Power supply.

(1) All Data Center uses shall connect to the electric grid and no conditional use approval will be granted for a Data Center proposing the use of onsite private power generation in whole or in part, except for Backup Generator use in accordance with this Article.

(2) The applicant shall demonstrate, to the satisfaction of the Township Engineer: (i) the anticipated energy demands that likely will be generated by the Data Center, and (ii) that the electric service provider has sufficient capacity available to accommodate the proposed Data Center. The applicant shall demonstrate that power consumption by the Data Center will be approved by the applicable utility. Applicant shall

provide an interconnection agreement from the applicable electric service provider indicating that the necessary capacity is available, and the Data Center will be served. Special assessments (if any) and known impacts on electric rates (if any) to users other than the Data Center and directly attributable to the Data Center project shall be set forth in the agreement, and any costs to residential customers within the Township will be paid by the applicant, owner or, as the case may be, the owner/operator.

(3) A proposed Data Center whose Energy Usage Plan shows power demand of over 50 megawatts (MW) shall be required to procure a minimum of 10% of its power from renewable generation sources generated within the PJM region, which include solar, wind, hydroelectric power, geothermal, and waste heat from data center cooling processes. Electricity supply shall be procured through a power purchase agreement or similar mechanism as opposed to purchasing renewable energy credits (RECs) only.

vi. Backup Generator Use and Testing.

(1) Backup Generator use shall be limited to backup/emergency use only.

(2) Backup Generators and other back-up power systems shall not be tested between 7:00 PM and 7:00 AM.

(3) In the event of a power outage that requires use of Backup Generators that generate noise exceeding the sound limits set forth in Section 164-174.D, the owner or, as the case may, the owner/operator shall attempt to re-establish compliance with the requirements set forth in Section 164-174.D within one (1) hour of the restoration of power to the Data Center and, in any event, shall re-establish compliance therewith within three (3) hours of the restoration of power to the Data Center.

vii. In the event a proposed Data Center requires any upgrade or expansion to either a public water supply system, public sewer conveyance and treatment system, and/or electric grid, the applicant shall provide, at its own cost and expense, the necessary design, permitting, construction and installation of improvements, which shall conform to all specifications, procedures, and timelines required for the utility provider, including, but not limited to, applicable provisions of the Lower Salford Township Code. All required upgrades shall be secured by financial security required by said utility prior to the start of any Data Center construction.

viii. No approvals shall be granted until all state and regional permits have been obtained with regard to utility service to a proposed Data Center.

D. Noise and Vibration.

i. Sound and vibration levels.

(1) Sound levels at the property line shall not exceed 40 dB(A) and 50 dB(C) from 7:00 PM to 7:00 AM, nor shall they exceed 45 dB(A) and 60 dB(C) from 7:00 AM to 7:00PM.

(2) Where baseline ambient noise measured for the preconstruction noise study exceeds that of the maximum sound level above, sound levels at the property line shall not exceed the baseline ambient noise level (for dB(A) and dB(C)).

(3) No vibration generated by the Data Center that is discernible to the human sense of feeling shall be perceptible without instruments at any point beyond the property lines of the Data Center property.

ii. An Interim Sound and Vibration Study ("ISVS") shall be conducted during the building permit process based upon the proposed user or users of the Data Center and associated Data Center Accessory Uses and DCE depicted on the building plans. The sound and vibration attenuation and/or absorption panels, materials or systems recommended by the interim sound study shall be incorporated into the construction plans for the Data Center.

iii. An As-Built Sound and Vibration Study ("ABSVS") shall be conducted 6 months after issuance of the certificate of occupancy for each Data Center building and any other building or structure housing a Data Center Accessory Use and/or DCE and prior to the final escrow release for any Data Center land development phase.

iv. If the ABSVS shows that decibel or vibration levels exceed those stated above, then the owner or, as the case may be, the owner/operator, shall promptly add, and/or improve the sound and vibration attenuation and/or absorption panels, materials or systems and take such other actions as are necessary to comply with all the required decibel and vibration levels stated above; and, thereafter, additional ABSVSs shall be conducted to confirm compliance with all the required decibel and vibration levels stated above.

v. In the event the ABSVS indicates noncompliance with the sound and/or vibration limits set forth herein, and, after reasonable opportunity to address the excessive sound(s) and/or vibration, the Data Center has not been brought into compliance with such sound and/or vibration limits, the Township may, at its option, take enforcement action against the owner or, as the case may be, the owner/operator of the Data Center to enforce compliance up to and including injunctive relief and/or revocation of any certificate of occupancy issued for the Data Center.

vi. From time to time, at the exclusive cost of the owner or, as the case may be, the owner/operator of a Data Center, upon request by the Township (up to one (1) time every six (6) months), the owner or, as the case may be, the owner/operator shall conduct a noise and vibration monitoring study ("NVMS") (and submit the results to the Township at the conclusion thereof).

vii. An NVMS shall continuously monitor noise and vibrations at the Data Center property boundaries for period of at least two (2) weeks to determine if the Data Center complies with the sound and vibration limits set forth herein. The results of an NVMS shall be provided to the Township within fourteen (14) days after completion thereof.

viii. In the event any NVMS indicates noncompliance with the sound and/or vibration limits set forth herein, and, after reasonable opportunity to address the excessive sound(s) and/or vibration, the Data Center has not been brought into compliance with such sound

and/or vibration limits, the Township may, at its option, take enforcement action against the owner or, as the case may be, the owner/operator of the Data Center to enforce compliance up to and including injunctive relief to stop said excessive sound(s) and/or vibration and/or revocation of any certificate of occupancy issued for the Data Center.

ix. Where applicable, the aforesaid sound studies shall be conducted using sound level meters described in ANSI S1.4-2014 (as may be updated from time to time) and vibration detection methods described in ANSI S3.18-2002/ISO 2631-1-1997 (as may be updated from time to time). All such studies shall also employ criteria that are generally accepted by the professional acoustical engineering profession, such as the ASA or INCE-USA, measure decibel levels using a sound level meter that is capable of measuring A-weighted and C-weighted decibels in accordance with applicable ANSI standards; and measure the vibration levels in accordance with applicable ANSI standards.

E. Parking. The minimum parking required for a Data Center is not expressly provided for in Article XVI. Therefore, the following minimum parking requirements shall be satisfied:

i. The applicant shall have the burden of presenting evidence of the parking needs for the proposed Data Center use; provided, however, the minimum number of parking spaces provided shall be at least equal to the expected maximum number of employees and contractors on-site at any one time, plus 10% for visitors (or not less than 10 parking spaces for visitors, whichever is greater), plus parking spaces sufficient to accommodate regular deliveries by courier and small box truck.

ii. Large truck parking and unloading areas must also be provided to the satisfaction of the Township Traffic Engineer.

iii. The Township may ask for an additional 25 percent of required parking spaces to be held in reserve.

iv. All other requirements of Article XVI not inconsistent herewith shall apply.

F. Lighting. Outdoor lighting shall comply with the requirements contained in Section 164-25.2.

G. Decommissioning.

i. At the time of issuance of a building permit for the construction of a building on a Data Center, the owner or, as the case may be, the owner/operator of the Data Center shall enter into a written decommissioning agreement with the Township which shall obligate the owner or, as the case may be, the owner/operator of the Data Center to:

(1) notify the Township within 3 months of the discontinuation or cessation of the use of a Data Center and complete the removal of all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center and complete the minimum standards for decommissioning set forth below

within 18 months (as may be extended for good cause shown) from the date of discontinuation or cessation of use of the Data Center;

(2) provide a certification, in writing, to the Township certifying removal all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center and completion of the minimum standards for decommissioning set forth below within 10 days of said removal and restoration activities, and, arrange for the Township to enter the subject property, Data Center and its buildings to confirm such removal and restoration; and

(3) post financial security in an amount equal to one hundred and ten percent (110%) of the total estimated costs required to complete the decommissioning required by this Article as reasonably determined by the Township Engineer, which financial security shall be in a form acceptable to the Township Solicitor. The amount of financial security shall be subject to annual increases in accordance with the requirements that are specifically set forth for increases in financial security for subdivision and land development projects in Article V of the MPC, as may be amended from time to time.

ii. If a Data Center owner or, as the case may be, owner/operator fails to remove all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center in accordance with the requirements set forth herein and in the required decommissioning agreement, the Township shall have option (but not the obligation) to enter the Data Center and complete the removal of the all servers, electronic data storage devices, and batteries (including universal power supplies and battery backup systems) from the Data Center and complete the minimum standards for decommissioning set forth below at the owner's or, as the case may be, the owner/operator's expense. The Township shall have the right obtain all or any portion of the funds held in the approved financial security posted to complete the decommissioning work. In the event that such financial security is insufficient to reimburse the Township for such work, the Township shall have the right to pursue the owner or, as the case may be, the owner/operator for all such costs and expenses to complete the work, in addition to the right to lien the Data Center property for the costs thereof and pursue any other action and remedy available to the Township at law or in equity.

iii. The following minimum standards for decommissioning shall apply:

(1) All above-ground structures, equipment, and accessory facilities shall be removed;

(2) Hazardous materials, including batteries, fuel, or refrigerants, shall be disposed of in compliance with state and federal law;

(3) Disturbed soils shall be stabilized and re-vegetated;

(4) Any utility connections shall be safely disconnected and capped; and

(5) The Data Center property shall be restored to a condition compatible with surrounding land uses or consistent with the most restrictive adjacent zoning district.

H. Other Environmental Performance Standards. A Data Center use shall comply with the Environmental Performance Standards contained in Section 164-75, except to the extent specifically modified by the requirements contained in this Article. Any ambiguity shall be resolved in favor of the application of the stricter standard.

I. Expansion Limitations and Modified Conditional Use Approval.

i. Conditional use approval for a Data Center shall be limited to the operational characteristics, infrastructure capacities, and development intensities specifically approved by the Township.

ii. Any of the following shall require a new conditional use application and approval.

(1) An increase in approved electrical demand capacity;

(2) An increase in water usage beyond approved thresholds;

(3) A material increase in the number or size of any Data Center Accessory Use;

(4) Expansion of the approved building footprint or acreage of the Data Center property or the addition of other properties to the Data Center use; or

(5) Any other expansion determined by the Township to materially increase impacts upon public infrastructure, utilities, neighboring properties and uses, or the community in general.

J. Public Engagement.

i. The applicant shall hold a public meeting prior to the first planning commission meeting when the proposed land development or conditional use proposal is discussed. The purpose of the meeting shall be to inform the public about the nature of the proposed development, including the location, scale, and general characteristics. A representative(s) of the applicant with knowledge of the project and the ability to answer general questions from the public about the project's general location, scale, and parameters shall participate in the meeting. The public meeting shall be advertised consistent with "public notice" as defined by the Pennsylvania Municipalities Planning Code.

ii. The applicant shall create and maintain a project website for viewing by the general public. The website shall explain the project parameters, including maps and elevations/renderings, beginning at least two weeks prior to the meeting discussed above, and until the time of final land development approval. The website shall provide a description of

the proposed use, construction timelines and phasing plans, dates of public meetings with municipal bodies, and status of permits.

SECTION IV. – Amendment to the Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Article V (General Provisions), Section 165-25 (Consideration of conditional use applications) is hereby amended to add the following new paragraph D.:

D. General standards for review of conditional use applications.

In the consideration of a conditional use application, the Board of Supervisors shall:

A. Consider the suitability of the property for the use desired. Assure itself that the proposal is consistent with the spirit, purpose, and intent of the Zoning Ordinance, Subdivision and Land Development Ordinance, and the Indian Valley Regional Comprehensive Plan, and other relevant plans adopted by the Board of Supervisors, all as may be amended from time to time.

B. Determine that the proposal will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood and that the use of the adjacent property is adequately safeguarded.

C. Determine that the proposal will serve the best interests of the Township, the convenience of the community (where applicable), and benefit the public welfare.

D. Consider the effect of the proposal upon the public services and facilities such as public water, sewers, police and fire protection, and public schools.

E. Consider the probable effects upon highway traffic and pedestrian movements, and assure adequate access and circulation arrangements in order to protect major roads from undue congestion and hazard.

F. Be guided in its study, review and recommendation by sound standards of subdivision and land development practice, where applicable.

G. Impose such conditions and safeguards in addition to those required as are necessary to assure that the intent of this Chapter are complied with, which conditions may include (but are not limited to) harmonious design of buildings; planting and its maintenance as a sight and sound screen; the minimizing of noxious, offensive or hazardous

elements; adequate standards of parking, loading and sanitation; and those determined to be necessary under subsection C above.

SECTION V. – Severability

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

SECTION VI. - Failure to Enforce not a Waiver

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

SECTION VII. - Effective Date

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

SECTION VIII. - Repealer

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

ORDAINED AND ENACTED by the Board of Supervisors of Lower Salford Township, Montgomery County, Pennsylvania, this _____ day of _____, 2026.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

NOTICE

NOTICE is hereby given that the Board of Supervisors of Lower Salford, at its public meeting on _____, 2026 at 7:30 PM in the Township Building, 379 Main Street, Harleysville, Pennsylvania, will hold a public hearing on and could vote to adopt an ordinance entitled "Data Center Ordinance" amending the Code of the Township of Lower Salford to amend the Lower Salford Township Zoning Map to create and identify the DATA CENTER OVERLAY DISTRICT as an overlay district over certain properties along Wambold Road with an underlying zoning designation of "I" Industrial District; to amend Chapter 164 (Zoning), Section 164-5 (Definitions and word usage) to establish definitions for the term "Backup Generators", "Renewable Energy Power Generation Source", "Data Center", "Data Center Accessory Uses", "Data Center Equipment", "Power Storage System", And "Sensitive Receptor"; to amend Chapter 164 (Zoning) to create a new Article XXIV ENTITLED "Data Center Overlay District" to permit Data Center's within the newly created Data Center Overlay District by conditional use and setting for sections and regulations addressing intent, applicability, conditional use, conditional use application requirements, density, dimensional, and additional standards; and to amend Chapter 164 (Zoning), Article V (General Provisions), Section 165-25 (Consideration Of Conditional Use Applications) to add a new paragraph "d" to establish general standards for the review of all conditional use applications.

Copies of the full text of the proposed Ordinance and Amendment to the Official Zoning Map are available for examination during normal business hours at the Offices of Montgomery News, 307 Derstine Avenue, Lansdale, Pennsylvania 19446, the Montgomery County Law Library, Court House, Norristown, Pennsylvania 19401, and the Lower Salford Township

Building, 379 Main Street, Harleysville, Pennsylvania 19438 where a copy of the proposed Ordinance and Map Amendment may be obtained for a charge not greater than the cost thereof.

ANDREW R. FREIMUTH, ESQUIRE
WISLER PEARLSTINE, LLP
Solicitors for Lower Salford Township

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE TOWNSHIP OF LOWER SALFORD
(MONTGOMERY COUNTY, PENNSYLVANIA)**

ORDINANCE NO. 2026-08
ENACTED JULY 1, 2026

**FORMAL ACTION CONSTITUTING A DEBT ORDINANCE
UNDER THE LOCAL GOVERNMENT UNIT DEBT ACT**

AUTHORIZING THE INCURRING OF LEASE RENTAL INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWENTY SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$26,500,000) BY THE EXECUTION AND DELIVERY OF A GUARANTY AGREEMENT BETWEEN THE TOWNSHIP OF LOWER SALFORD AND THE LOWER SALFORD TOWNSHIP RECREATION AUTHORITY IN SUPPORT OF THE DEBT SERVICE ON THE BONDS TO BE ISSUED BY THE LOWER SALFORD TOWNSHIP RECREATION AUTHORITY; COVENANTING TO PAY, AND PLEDGING UNLIMITED TAXING POWER FOR THE PAYMENT OF, ITS OBLIGATIONS UNDER THE GUARANTY; AUTHORIZING THE EXECUTION OF A SUPPORT AGREEMENT; AUTHORIZING FILINGS OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DIRECTING ACTIONS OF OFFICERS AND OTHER ACTIONS; AND MAKING OTHER COVENANTS IN RESPECT OF THE GUARANTY AND THE SUPPORT AGREEMENT.

Bond Counsel:

Dinsmore & Shohl LLP
1300 Six PPG Place
Pittsburgh, PA 15222

Solicitor:

Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake said Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 *et seq.*, as amended (the "Debt Act") with which this Debt Ordinance and all related proceedings of the Township and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE I -- DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction, and consistent with the Guaranty hereinafter discussed and the related corporate resolutions, and financing documents and instruments of the Issuer hereinafter identified. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, shall mean and include corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

"Authorizing Resolution" shall mean the formal action of the Issuer authorizing, among other items, the issuance of the Bonds and setting forth the terms and conditions of their payment, and the execution and delivery of the Bond Documents.

"Bond Counsel" shall mean Dinsmore & Shohl LLP.

"Bond Documents" shall mean the Trust Indenture dated on or about the date of delivery of the Bonds (the "Indenture") between the Issuer and a banking institution to be selected by the Authority, as trustee, and those other standard agreements and assignments executed and entered into by the Issuer in connection with the issuance of and security for the Bonds.

"Bonds" shall mean the (i) Lower Salford Township Recreation Authority Guaranteed Revenue Bonds, Series A of 2026 (the "Series 2026A Bonds") and (ii) Lower Salford Township Recreation Authority Guaranteed Revenue Bonds, Series B of 2026 (the "Series 2026B Bonds") (or such other designation as the Issuer may determine), taxable and/or tax-exempt, in an aggregate principal amount not to exceed \$26,500,000.

"Debt Ordinance" shall mean this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the lease rental indebtedness represented by the Guaranty. Such term shall apply whether, under the law and existing practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer" or "Designated Officers" shall mean and include, individually or jointly, the Chairman of the Governing Body, the Vice Chairman of the Governing Body, the Township Secretary and the Township Manager (and their appropriate successors acting by reason of absence or other incapacity) being those duly elected or appointed and acting officials of the Local Government Unit, hereby authorized to undertake and perform the actions herein specified necessary and proper to the execution of the Guaranty and the Support Agreement and compliance with the Debt Act.

"Financial Advisor" means PFM Financial Advisors, LLC, with offices at 2547 Yellow Springs Road, Malvern, Pennsylvania 19355.

"Governing Body" shall mean the Board of Township Supervisors of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy taxes within the Local Government Unit.

"Guaranty" shall mean the Guaranty Agreement by and among the Local Government Unit, the Issuer and the Trustee pursuant to which the Local Government Unit guarantees the payment obligations of the Bonds. A copy of the substantial form of the Guaranty is attached to this Debt Ordinance as **Exhibit A** and is incorporated by reference herein.

"Issuer" shall mean the Lower Salford Township Recreation Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office in the Township of Lower Salford and County of Montgomery in said Commonwealth.

"Local Government Unit" shall mean Township of Lower Salford, situated in the County of Montgomery, a Township of the Commonwealth of Pennsylvania duly organized and validly existing under the Constitution and laws of the Commonwealth.

"Project" shall mean the incurrence of lease rental indebtedness and guarantee by the Local Government Unit of an aggregate principal amount of indebtedness not to exceed \$26,500,000 to provide funds, as may be necessary, to: (i) undertake the acquisition, design, development, construction, improvement and maintenance of approximately 62-acres of the Allebach Farm located within the Local Government Unit, (ii) undertake various and sundry capital improvements to the Lederach Golf Club and (iii) pay of the costs and expenses of issuing and insuring, if necessary, the Bonds. Reasonable estimates of the useful life of the assets financed by the Bonds (being, on a weighted average, in excess of 40 years), have been obtained with the assistance of engineers, financial advisors and other persons qualified by experience. Nothing contained herein shall prohibit the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project undertaken hereby.

"Purchaser" shall mean Raymond James & Associates, Inc., 300 Conshohocken State Road, Suite 400, Conshohocken, PA 19428.

"Redemption Price" shall mean 100% of the principal amount of (or portion of) the Bonds, together with accrued interest to the date fixed for redemption.

"Solicitor" shall mean Wisler Pearlstine, LLP, Blue Bell Executive Campus, 460 Norristown Road, Suite 110, Blue Bell, PA 19422.

"Support Agreement" shall mean more or more Acknowledgment and Support Agreements to be entered into by and between the Local Government Unit and the Issuer with respect to certain revenues to be pledged to the payment of the Bonds.

--END OF ARTICLE 1--

ARTICLE II -- AUTHORIZATION OF INDEBTEDNESS AND SUPPORT AGREEMENT

Section 2.01 Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of lease rental indebtedness in an amount not to exceed \$26,500,000; such debt shall be evidenced by the Guaranty and the Support Agreement, each to be executed and delivered according to the provisions of this Debt Ordinance and the Debt Act, as a general obligation of the Local Government Unit.

Section 2.02 Approval of Guaranty. The Local Government Unit does hereby approve the Guaranty substantially in the form set forth in **Exhibit A**, attached to this Debt Ordinance and incorporated by reference herein; the Designated Officers are authorized and directed to execute and deliver the Guaranty, with such modifications and completions from **Exhibit A** as they shall, in their uncontroverted discretion, deem appropriate and in the best interests of the Local Government Unit and the Issuer.

Section 2.03 Preparation of Debt Statement; Proceedings Before the Secretary. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by the Debt Act necessary to qualify all or any portion of the indebtedness for exclusion from the appropriate debt limit as self-liquidating or subsidized debt.

The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of indebtedness with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to obtain the approval of the Secretary to execute and deliver the Guaranty.

Section 2.04 General Obligation Covenant. The Local Government Unit hereby covenants with the owners from time to time of the Bonds to: (a) include, within the limits of this Debt Ordinance and the Guaranty, the amounts necessary to service the debt on the Bonds, for each fiscal year in which such sums are payable, in its budget for that year, (b) appropriate such amounts from its general revenues to the payment of the debt service, and (c) duly and punctually pay, or cause to be paid, from its General Fund or from any other of its revenues or funds, the principal of and the interest, within the limits of this Debt Ordinance and the Guaranty, on the Bonds at the dates and places and in the manner stated therein according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Bonds, the Local Government Unit hereby irrevocably pledges its full faith, credit and taxing power. The maximum amount of debt service hereby covenanted to be paid is set forth in **Schedule 1**, attached hereto.

As provided in the Debt Act, the foregoing covenant is specifically enforceable.

Section 2.05 Approval of Support Agreement. The Local Government Unit does hereby approve the Support Agreement in form and substance as contemplated by the Solicitor and Bond Counsel; and the Designated Officers are authorized and directed to execute and deliver the Support Agreement, with such modifications and completions as they shall, in their uncontroverted discretion, deem appropriate and in the best interests of the Local Government Unit and the Issuer.

--END OF ARTICLE 2--

ARTICLE III -- SETTLEMENT

Section 3.01 Concurrence of Award to Purchaser. After due consideration of various factors, including the professional advice of the Financial Advisor and current market conditions, the Governing Body hereby approves the award of the Bonds by the Issuer to the Purchaser and concurs in finding that a private sale by negotiation is in the best financial interest of the Issuer and the Local Government Unit.

Section 3.02 Settlement. The Designated Officers are authorized and directed to undertake and perform, or cause to be undertaken or performed, all such ordinary duties of the Local Government Unit (which are hereby specifically approved) that may be required under, or reasonably contemplated by, the execution and delivery of the Guaranty in connection with the issuance of the Bonds, including execution and delivery of such certificates, orders and agreements as may be necessary, in the opinion of Bond Counsel or Solicitor, to proper settlement of the Bonds.

Section 3.03 Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 3.04 Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Purchaser and any subsequent owners, from time to time, of the Bonds.

Section 3.05 Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 3.06 Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of and in favor of, the rights of the owners of the Bonds, whose rights shall not be impaired.

--END OF ARTICLE 3--

Duly enacted by the Governing Body of the Local Government Unit, in lawful session assembled,
on July 1, 2026.

[SEAL]

TOWNSHIP OF LOWER SALFORD

Chairman, Board of Supervisors

Attest:

Township Secretary

SCHEDULE 1

MAXIMUM DEBT SERVICE PAYMENTS TO BE GUARANTEED BY THE LOCAL GOVERNMENT UNIT

SERIES A OF 2026 - MAXIMUM PARAMETERS SCHEDULE					
1	2	3	4	5	6
Date	Max Principal	Max Rate	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service
6/15/2027	595,000	5.500	1,084,722.22	1,679,722.22	
12/15/2027			671,137.50	671,137.50	2,350,859.72
6/15/2028	530,000	5.500	671,137.50	1,201,137.50	
12/15/2028			656,562.50	656,562.50	1,857,700.00
6/15/2029	540,000	5.500	656,562.50	1,196,562.50	
12/15/2029			641,712.50	641,712.50	1,838,275.00
6/15/2030	550,000	5.500	641,712.50	1,191,712.50	
12/15/2030			626,587.50	626,587.50	1,818,300.00
6/15/2031	560,000	5.500	626,587.50	1,186,587.50	
12/15/2031			611,187.50	611,187.50	1,797,775.00
6/15/2032	575,000	5.500	611,187.50	1,186,187.50	
12/15/2032			595,375.00	595,375.00	1,781,562.50
6/15/2033	585,000	5.500	595,375.00	1,180,375.00	
12/15/2033	0		579,287.50	579,287.50	1,759,662.50
6/15/2034	600,000	5.500	579,287.50	1,179,287.50	
12/15/2034			562,787.50	562,787.50	1,742,075.00
6/15/2035	620,000	5.500	562,787.50	1,182,787.50	
12/15/2035			545,737.50	545,737.50	1,728,525.00
6/15/2036	635,000	5.500	545,737.50	1,180,737.50	
12/15/2036			528,275.00	528,275.00	1,709,012.50
6/15/2037	655,000	5.500	528,275.00	1,183,275.00	
12/15/2037			510,262.50	510,262.50	1,693,537.50
6/15/2038	680,000	5.500	510,262.50	1,190,262.50	
12/15/2038			491,562.50	491,562.50	1,681,825.00
6/15/2039	700,000	5.500	491,562.50	1,191,562.50	
12/15/2039			472,312.50	472,312.50	1,663,875.00
6/15/2040	725,000	5.500	472,312.50	1,197,312.50	
12/15/2040			452,375.00	452,375.00	1,649,687.50
6/15/2041	750,000	5.500	452,375.00	1,202,375.00	
12/15/2041			431,750.00	431,750.00	1,634,125.00
6/15/2042	775,000	5.500	431,750.00	1,206,750.00	
12/15/2042			410,437.50	410,437.50	1,617,187.50
6/15/2043	805,000	5.500	410,437.50	1,215,437.50	
12/15/2043			388,300.00	388,300.00	1,603,737.50
6/15/2044	830,000	5.500	388,300.00	1,218,300.00	
12/15/2044			365,475.00	365,475.00	1,583,775.00
6/15/2045	865,000	5.500	365,475.00	1,230,475.00	
12/15/2045			341,687.50	341,687.50	1,572,162.50
6/15/2046	900,000	5.500	341,687.50	1,241,687.50	
12/15/2046			316,937.50	316,937.50	1,558,625.00
6/15/2047	935,000	5.500	316,937.50	1,251,937.50	
12/15/2047			291,225.00	291,225.00	1,543,162.50
6/15/2048	975,000	5.500	291,225.00	1,266,225.00	
12/15/2048			264,412.50	264,412.50	1,530,637.50
6/15/2049	1,015,000	5.500	264,412.50	1,279,412.50	
12/15/2049			236,500.00	236,500.00	1,515,912.50
6/15/2050	1,065,000	5.500	236,500.00	1,301,500.00	
12/15/2050			207,212.50	207,212.50	1,508,712.50
6/15/2051	1,115,000	5.500	207,212.50	1,322,212.50	
12/15/2051			176,550.00	176,550.00	1,498,762.50
6/15/2052	1,165,000	5.500	176,550.00	1,341,550.00	
12/15/2052			144,512.50	144,512.50	1,486,062.50
6/15/2053	1,220,000	5.500	144,512.50	1,364,512.50	
12/15/2053			110,962.50	110,962.50	1,475,475.00
6/15/2054	1,280,000	5.500	110,962.50	1,390,962.50	
12/15/2054			75,762.50	75,762.50	1,466,725.00
6/15/2055	1,345,000	5.500	75,762.50	1,420,762.50	
12/15/2055			38,775.00	38,775.00	1,459,537.50
6/15/2056	1,410,000	5.500	38,775.00	1,448,775.00	
12/15/2056					1,448,775.00
TOTALS	25,000,000		24,576,047.22	49,576,047.22	49,576,047.22

MAXIMUM DEBT SERVICE PAYMENTS TO BE
GUARANTEED BY THE LOCAL GOVERNMENT UNIT

SERIES B OF 2026 - MAXIMUM PARAMETERS SCHEDULE

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
6/15/2027	65,000	7.000	82,833.33	147,833.33	
12/15/2027			50,225.00	50,225.00	198,058.33
6/15/2028	60,000	7.000	50,225.00	110,225.00	
12/15/2028			48,125.00	48,125.00	158,350.00
6/15/2029	60,000	7.000	48,125.00	108,125.00	
12/15/2029			46,025.00	46,025.00	154,150.00
6/15/2030	60,000	7.000	46,025.00	106,025.00	
12/15/2030			43,925.00	43,925.00	149,950.00
6/15/2031	65,000	7.000	43,925.00	108,925.00	
12/15/2031			41,650.00	41,650.00	150,575.00
6/15/2032	65,000	7.000	41,650.00	106,650.00	
12/15/2032			39,375.00	39,375.00	146,025.00
6/15/2033	65,000	7.000	39,375.00	104,375.00	
12/15/2033			37,100.00	37,100.00	141,475.00
6/15/2034	65,000	7.000	37,100.00	102,100.00	
12/15/2034			34,825.00	34,825.00	136,925.00
6/15/2035	70,000	7.000	34,825.00	104,825.00	
12/15/2035			32,375.00	32,375.00	137,200.00
6/15/2036	70,000	7.000	32,375.00	102,375.00	
12/15/2036			29,925.00	29,925.00	132,300.00
6/15/2037	70,000	7.000	29,925.00	99,925.00	
12/15/2037			27,475.00	27,475.00	127,400.00
6/15/2038	75,000	7.000	27,475.00	102,475.00	
12/15/2038			24,850.00	24,850.00	127,325.00
6/15/2039	80,000	7.000	24,850.00	104,850.00	
12/15/2039			22,050.00	22,050.00	126,900.00
6/15/2040	80,000	7.000	22,050.00	102,050.00	
12/15/2040			19,250.00	19,250.00	121,300.00
6/15/2041	85,000	7.000	19,250.00	104,250.00	
12/15/2041			16,275.00	16,275.00	120,525.00
6/15/2042	85,000	7.000	16,275.00	101,275.00	
12/15/2042			13,300.00	13,300.00	114,575.00
6/15/2043	90,000	7.000	13,300.00	103,300.00	
12/15/2043			10,150.00	10,150.00	113,450.00
6/15/2044	90,000	7.000	10,150.00	100,150.00	
12/15/2044			7,000.00	7,000.00	107,150.00
6/15/2045	95,000	7.000	7,000.00	102,000.00	
12/15/2045			3,675.00	3,675.00	105,675.00
6/15/2046	105,000	7.000	3,675.00	108,675.00	
12/15/2046					108,675.00
TOTALS	1,500,000		1,177,983.33	2,677,983.33	2,677,983.33

EXHIBIT A
FORM OF GUARANTY

GUARANTY AGREEMENT

Dated as of [____], 2026

By, Between and Among

LOWER SALFORD TOWNSHIP RECREATION AUTHORITY,

**TOWNSHIP OF LOWER SALFORD
(Montgomery County, Pennsylvania)**

and

[____], AS TRUSTEE

SECURING

\$[____] aggregate principal amount,
[GUARANTEED REVENUE BONDS], SERIES A OF 2026
[GUARANTEED REVENUE BONDS], SERIES B OF 2026

This **GUARANTY AGREEMENT** dated as of [____], 2026, by, between and among **LOWER SALFORD TOWNSHIP RECREATION AUTHORITY**, a body corporate and politic, organized under and existing pursuant to the provisions of the Pennsylvania Municipality Authorities Act (the “Authority” or the “Issuer”), the **TOWNSHIP OF LOWER SALFORD**, Montgomery County, Pennsylvania, a Township of the Second Class of the Commonwealth of Pennsylvania (the “Township”) and [____], a national banking association, with trust powers duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Pennsylvania, having a corporate trust office in [____], Pennsylvania (together with its successors, the “Trustee”),

WITNESSETH THAT:

WHEREAS, the Authority is organized under and pursuant to the laws of the Commonwealth of Pennsylvania, particularly the Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, and as codified by Act 22 of 2001, 53 Pa. C.S.A. Section 5601 *et seq.* and further amended by Act No. 110 of 2001 (the “Act”), having been duly incorporated by the Township; and

WHEREAS, the Authority is authorized by law, among other things, to acquire, own, manage, supervise, improve, maintain, operate, lease, either in the capacity of lessor or lessee, and finance recreation projects throughout the Township, and to borrow money, to make and issue negotiable bonds and to secure payment of such bonds or any part thereof by pledge or deed-of-trust of all or any of its receipts and revenues and to make such agreements with the purchasers or holders of such bonds or with others in connection with any such bonds, whether issued or to be issued, as the Authority shall, subject to the provisions of the Act, deem advisable; and

WHEREAS, the Authority has undertaken a project (the “Project”) consisting of (i) the acquisition, design, development, construction, improvement and maintenance of approximately 62-acres of the Allebach Farm located within the Township, (ii) various and sundry capital improvements to the Lederach Golf Club and (iii) the payment of the costs and expenses of issuing and insuring, if necessary, the Bonds; and

WHEREAS, in order to finance the costs of the Project, the Authority has issued its (i) \$[____] [Guaranteed Revenue Bonds], Series A of 2026 (the “Series 2026A Bonds”) and (ii) \$[____] [Guaranteed Revenue Bonds], Series B of 2026 (the “Series 2026B Bonds” and together with the Series 2026A Bonds, the “Bonds”), under and secured by a Trust Indenture dated as of [____], 2026 between the Authority and the Trustee (the “Indenture”);

WHEREAS, in order to induce investors to purchase the Bonds, the Township agreed to enter into a Guaranty Agreement with the Authority, as assigned to the Trustee (the “Guaranty Agreement”), and to make the payments as provided therein with respect to the Bonds; and

WHEREAS, a portion of the Township’s Earned Income Tax revenues will be pledged to the payment of the Series 2026A Bonds and shall be payable to the Trustee pursuant to an Acknowledgment and Support Agreement (the “Series 2026A Support Agreement”) to be entered into by and between the Township and the Authority; and

WHEREAS, a portion of the Township’s revenues from [the enterprise fund for golf] will be pledged to the payment of the Series 2026B Bonds and shall be payable to the Trustee pursuant to an Acknowledgment and Support Agreement (the “Series 2026B Support Agreement” and together with the

Series 2026A Support Agreement, the "Support Agreement") to be entered into by and between the Township and the Authority; and

WHEREAS, this Guaranty Agreement, with such minor changes as have been required by the circumstances appurtenant at the time of its delivery, represents the Guaranty Agreement authorized by the Township under its Debt Ordinance;

NOW, THEREFORE, THE PARTIES hereto, in consideration of the foregoing and intending to be legally bound, **DO** hereby **COVENANT AND AGREE** as follows:

1. Certain Definitions. Unless the context clearly indicates otherwise, the following terms defined in the Indenture, shall, for all purposes of this Guaranty Agreement, have the meanings hereby or in the Indenture ascribed to them. Moreover, the terms are to be read and understood in a manner consistent with the provisions of the Act, the Debt Act, the Indenture, the Support Agreement, related corporate resolutions, financing documents and instruments of the Authority and the Township, hereinafter identified, as generally interpreted by courts maintaining competent jurisdiction. Words or phrases importing the masculine gender are to be read and understood to include the feminine and neuter genders and those importing number include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context indicates otherwise.

"Dated Date" means [_____], 2026.

"Debt Act" means the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158 No. 177), as amended.

"Debt Ordinance" means the formal action taken by the Township on July 1, 2026 according to the requirements of the Debt Act in order to authorize and incur the lease rental indebtedness represented by this Guaranty Agreement, in respect of the Bonds.

2. Representations and Warranties.

A. The Authority represents and warrants that:

(i) The Authority is a body corporate and politic of the Commonwealth of Pennsylvania organized under and existing pursuant to the provisions of the Act, and is duly authorized by law to undertake and complete the Project;

(ii) The Authority is authorized by law to execute, deliver and perform its duties under this Guaranty Agreement, the Support Agreement and the Indenture; and the execution and delivery of the Bonds, the Indenture, the Support Agreement and this Guaranty Agreement have each been duly authorized by all necessary corporate action on the part of the Authority;

(iii) There are no actions, suits or proceedings pending, or, to the knowledge of the Authority, threatened against or affecting the Authority before any court or any governmental department or body which may adversely affect the Authority or its ability to make or carry out the provisions of this Guaranty Agreement, the Indenture, the Support Agreement or its ability to repay the Bonds issued thereunder; there are not, to the knowledge of the Authority, any claims involving the Authority except immaterial claims arising in the ordinary course of its operations; the Authority is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective

operations, properties or assets or its ability to repay the Bonds; and neither the execution and delivery of this Guaranty Agreement, the Indenture, the Support Agreement, the consummation of the transactions contemplated herein or therein, nor compliance with the terms and conditions hereof or thereof or of the Bonds will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Authority or of any indenture, agreement or other instrument to which the Authority is a party or by which it is bound;

(iv) The Indenture makes a valid, binding, and adequate pledge of the [Trust Estate] of the Authority necessary to secure the Bonds; and

(v) The proceeds of the Bonds will be applied by the Authority solely for the purpose of the payment of the costs of the Project.

B. The Township represents and warrants that:

(i) The Township is a township of the Second Class of the Commonwealth of Pennsylvania;

(ii) The Township is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of the Township;

(iii) The Township is authorized by law, to execute, deliver and perform its duties under the Support Agreement and the execution and delivery of the Support Agreement has been duly authorized by all necessary corporate action on the part of the Township;

(iv) There are no actions, suits or proceedings pending, or, to the knowledge of the Township, threatened against or affecting the Township before any court or any governmental department or body which may adversely affect the Township or its ability to make or carry out the provisions of this Guaranty Agreement or the Support Agreement; there are not, to the knowledge of the Township, any claims involving the Township except immaterial claims arising in the ordinary course of its operations; the Township is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the Support Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which the Township is a party or by which it is bound.

3. Guaranty of Township.

A. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, the Township, pursuant to the provisions of the Debt Act and this Guaranty Agreement, does hereby unconditionally guarantee and become surety for the timely and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of the full amount of each and every payment of principal of, and interest on, the Bonds.

B. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Bonds.

C. This Guaranty Agreement shall remain in full force and effect until the Bonds are no longer outstanding.

D. In furtherance thereof, the Township covenants and agrees with the Trustee that if the Authority fails to pay the full amount of the principal of or interest on or in respect of the Bonds as and when due and payable, or payments in respect of the same, as and each time when any one or more of such payments are due under the Indenture, the Township will duly and punctually advance the moneys required, on demand, but any case, at least one business day prior to the corresponding Bond payment date.

E. The Township further represents and covenants to the Trustee that it will (a) include the amounts shown on Exhibit A attached hereto entitled "Debt Service Payment to be Guaranteed by the Local Government Unit" payable in respect of this Guaranty Agreement, for each fiscal year in which such amounts are payable, in its budget for that year, (b) appropriate such amounts from its general revenues, and (c) promptly pay or cause to be paid the full amount of the principal of and interest on the Bonds, as and when due and payable, or payments in respect of the same are due under the Indenture, at the times and places, under the conditions and in the manner prescribed in the Bonds and in the Indenture, according to the true intent and meaning thereof. For such budgeting, appropriation and full and prompt payment, the Township hereby pledges its full faith, credit and taxing power, including unlimited ad valorem taxes to be levied upon all property in the Township taxable for municipal purposes, and other general revenues of the Township available for such purposes. The Township agrees that this covenant is specifically enforceable and intends that it be unlimited as to rate and amount. All payments by the Township must be paid in lawful money of the United States of America.

F. All right, title, and interest to this Guaranty Agreement, including any payments made hereunder and the rights to receive the same are hereby assigned to the Trustee.

4. Application of Payments. The Trustee agrees to cause all sums received pursuant to this Guaranty Agreement to be applied to payment of the principal of, and interest on, the Bonds as provided in the Indenture securing the same.

5. Obligations Absolute. The obligations of the Township hereunder are absolute, full and unconditional and shall remain in full force and effect until the Authority shall have fully and satisfactorily discharged all of its obligations under the Indenture, irrespective of the genuineness, validity, regularity, or enforceability of the Indenture, or of any termination thereof, and shall not be affected or impaired in any way by reason of:

- a. Any failure of the Authority or the Trustee to retain or preserve any rights against any person (including, in the case of the Trustee, the Authority) or in any property, or the inaccuracy of any estimates delivered to the Township hereunder or of the calculation of the principal of, and interest on, the Bonds;
- b. The invalidity of any such rights which the Authority or the Trustee may attempt to obtain;
- c. The lack of prior enforcement by the Authority or the Trustee of any rights against any person (including, in the case of the Trustee, the Authority) or in any property;
- d. Any delay in making demand of the Township for the payment of the Township's obligations hereunder; or

- e. The dissolution of the Authority or of the Trustee.

Nor shall the obligation of the Township hereunder be affected in any way by any compromise, settlement, release, revival, extension, indulgence, change in or modification of any of the obligations or liabilities of the Authority under the Indenture (including, but not limited to, any modification, limitation, or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceeding for relief of debts under federal or state law hereinafter initiated by or against the Authority), or any destruction of the Project, in whole or in part. The Township hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving the Township the right to require, any such prior enforcement as referred to in (c) above, and the Township agrees that any delay in enforcing or failure to enforce any such rights shall not in any way affect its liability hereunder; and the Township hereby waives all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agrees that its liabilities hereunder for the obligations of the Authority under the Indenture shall not be affected by any modification, limitation or discharge of the liabilities of the Authority that may result from any such proceedings.

6. Default, Payment of Interest. The interest on any judgment against the Township whether entered by confession or otherwise, which arises in connection with the Township's obligations incurred under this Guaranty Agreement, or related documents, shall be assessed at the applicable contractual rates of interest provided in the Bonds, through and after the date or dates of entry of judgment, of execution, or of judicial or foreclosure sale, until satisfaction in full of the Township's obligations.

7. Waiver. The Township hereby waives all notices of any character whatsoever with respect to this Guaranty Agreement. The Township hereby consents to the taking of, or the failure to take, from time to time, without notice to the Township, any action of any nature whatsoever with respect to the Bonds, and any monetary defaults thereon, and with respect to any rights against any person, entity, or any property, including, but not limited to, any postponements, compromises, indulgences, waivers, surrenders, exchanges, and releases, and the Township will remain fully liable thereon, notwithstanding any of the foregoing. The Township hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of the Township, including, without limitation:

- a. All defenses whatsoever to the Township's liability hereunder, except the defense of payments made on account of the Bonds and the Township's liability hereunder; and
- b. All right to stay the execution and exemption of property and any action to enforce the liability of the Township.

8. Enforceability: Beneficiaries. The liability of the Township shall be enforceable by any holder of the Bonds. The Township intends this Guaranty Agreement to be a sealed instrument and be legally bound hereby.

9. Amendments. This Guaranty Agreement may be amended or modified, from time to time, according to the same terms and provisions of the Indenture relative to amendments of the Indenture.

10. No Right of Set-off, etc. It is understood and agreed that the obligations of the Township to make payments hereunder shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the Authority of any obligation to it whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to it by the Authority.

11. No Waiver. Any failure by the Trustee to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time, and from time to time thereafter.

12. Effect of Invalid or Unenforceable Provisions. If any provision of this Guaranty Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Guaranty Agreement shall remain in full force and effect and shall be liberally construed in favor of the Trustee in order to effect the provisions of this Guaranty Agreement.

13. Remedies Cumulative. No delay or failure of the Trustee in exercising any right, power or privilege hereunder or under the Indenture affects such right, power or privilege; nor will any single or partial exercise thereof or any abandonment or discontinuance of the enforcement of such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Trustee hereunder and under the Indenture are cumulative and not exclusive of any rights or remedies which it would otherwise have under this Guaranty Agreement, the Support Agreement, the Indenture or any provision of law. Any waiver, permit, consent or approval of any kind or character on the part of the Trustee of any breach or default under this Guaranty Agreement or any such waiver of any provision or condition of this Guaranty Agreement must be in writing and will be effective only to the extent specified. In the event of any action at law or suit in equity in relation to this Guaranty Agreement, the Indenture, the Support Agreement or the Bonds, the Township, in addition to all other sums which it may be required to pay, will pay a reasonable sum for attorney's fees incurred by the Trustee in connection with such action or suit.

All representations, warranties, covenants and agreements of the Authority and the Township contained herein or made in writing in connection herewith survive the execution and delivery of this Guaranty Agreement, the Indenture, the Support Agreement and the issuance of the Bonds except as otherwise expressly provided herein.

14. Repayment of Amounts Advanced. In the event the Township shall make payments to the Trustee in respect of debt service on the Bonds not paid by the Authority as and when due, or in respect of any other amounts required to be paid by the Township hereunder, to the extent funds are available from the Authority, the full amount of such payments shall represent an obligation for repayment to the Township by the Authority.

A. Subject to the availability of funds of the Authority, the Township and Authority shall, as condition precedent to any advance made pursuant to this section, mutually agree on the terms of repayment of the amount advanced. No agreement shall be made for repayment which would hinder the ability of the Authority to make payments, when due, of principal of and interest on the Bonds or any bonds issued pursuant to the Indenture.

B. Notwithstanding anything to the contrary contained herein, any repayment obligation of the Authority on account of amounts paid by the Township pursuant to this Guaranty Agreement shall be subordinate to debt service due on the Bonds.

C. The Township agrees to refrain from the exercise of any remedies available to it by operation of law or any agreement, including without limitation, this Guaranty Agreement, until all Bonds have been paid.

16. Notices. All notices, statements, requests and demands given to or made upon any party hereto will be deemed to have been given or made when deposited with the United States Postal Service, first class

mail, postage prepaid, addressed, if to the Authority at 379 Main Street, Harleysville, PA 19438 or if to the Trustee at their offices at [_____], or if to the Township at its offices at 379 Main Street, Harleysville, PA 19438.

17. Counterparts. This Guaranty Agreement may be executed in as many counterparts as are deemed necessary and convenient, each of which is to be regarded for all purposes as an original, but such counterparts constitute but one and the same instrument.

18. Binding Effect. This Guaranty Agreement is binding upon and will inure to the benefit of the Trustee, the Authority, the Township and their respective successors and assigns, except that the Authority may not voluntarily transfer or assign its rights hereunder.

19. Pennsylvania Law. The Guaranty Agreement is executed and delivered by the parties hereto with the intention that the laws of the Commonwealth of Pennsylvania govern its interpretation, application and enforcement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Guaranty Agreement as of the day and year first above written.

**LOWER SALFORD TOWNSHIP RECREATION
AUTHORITY**

(AUTHORITY SEAL)

By _____
Chairman

Attest:

Secretary

TOWNSHIP OF LOWER SALFORD

(TOWNSHIP SEAL)

By _____
Chairman, Board of Supervisors

Attest:

Township Secretary

_____,
AS TRUSTEE

By _____
[Vice President]

EXHIBIT A

Debt Service Payment to be Guaranteed by the Local Government Unit

CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly adopted by the affirmative vote of a majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

	Yes	No	Abstain	Absent
Keith A. Bergman	_____	_____	_____	_____
David Scheuren	_____	_____	_____	_____
Russel Alderfer	_____	_____	_____	_____
Kent Krauss	_____	_____	_____	_____
Marybeth Morrell	_____	_____	_____	_____

WITNESS my hand and seal of the Local Government Unit this 1st day of July, 2026.

TOWNSHIP OF LOWER SALFORD

[SEAL]

Township Secretary

UPPER GWYNEDD TOWNSHIP
BOARD OF COMMISSIONERS

1 PARKSIDE PLACE, NORTH WALES, PA 19454

PHONE 215-699-7777

www.uppergwynedd.org

June 12, 2026

SENT VIA EMAIL

Lower Salford Township

RE: Montgomery County Consortium
2026/ 2027 #2 Heating Oil Bid

To whom it may concern:

Please be advised that the bid for 2026/ 2027 #2 Heating Oil has closed. We received two bids this year with **Wilson of Wallingford** submitting the lowest bid in the amount of \$5.598 per gallon. All documents have been reviewed and are in order. The contract was awarded at the Upper Gwynedd Township Board of Commissioners Meeting on June 8, 2026.

Each participating municipality is responsible for getting their own contract fully executed. I have attached the contract. Please make sure all information is correct. Contracts can be mailed to **David J. Polidore, Commercial Fuels & Alternative Fuel Consultant, 221 Rogers Lane, Wallingford, PA 19086**. If you have any questions regarding the contracts, you may also reach **David J. Polidore** at 610-740-4233 or by email at dpolidore@wilsonoilandpropane.com. He will be the facilitator for each municipality, opening each account, confirming tank information, etc.

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

On behalf of the Board of Commissioners,

Sincerely,



Sandra Brookley Zadell
Township Manager

SBZ/csd

Enclosure(s): 2026/2027 #2 Heating Oil Contract

cc via email: John Chabala
File

CONTRACT

THIS CONTRACT is dated as of the 8 day of June in the year 2026 by and between
TOWNSHIP OF LOWER SALFORD (hereinafter called OWNER) and
Wilson of Wallingford (hereinafter
called CONTRACTOR.)

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

Article 1. GOODS.

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

Average Posted Price in the US EIA Average

No. 2 Fuel Oil

Publication Date: March 30, 2026: \$ 5.198

Plus delivery, and so forth of: +\$ 0.40

= \$ 5.598

(per gallon)

9,000 gals. X Unit Bid Price \$5.598 = \$ 50,382.00
(Total Bid Amount)

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

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

See Exhibit C in bid documents

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

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

Article 2. CONTRACT TERM.

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

Article 3. CONTRACT PRICE/PAYMENT PROCEDURES.

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

Article 4. PERFORMANCE BOND.

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

Article 5. CONTRACTOR'S REPRESENTATIONS.

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

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

Article 6. CONTRACT DOCUMENTS.

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

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

Article 7. MISCELLANEOUS.

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

Signatures required on the following page

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

OWNER
TOWNSHIP OF LOWER SALFORD

By: _____

Date: _____

ATTEST: _____

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

CONTRACTOR _____

Date: _____

By: _____

Attest _____

Address for giving notices:



UPPER MERION TOWNSHIP PUBLIC WORKS

175 WEST VALLEY FORGE ROAD
KING OF PRUSSIA, PA 19406-1802
610-265-2606
www.umtownship.org

BOARD OF SUPERVISORS

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GREG WAKS

TOWNSHIP MANAGER/ SECRETARY-TREASURER

ANTHONY HAMADAY

TOWNSHIP SOLICITOR

FIRM OF:
Kilkenny Law

June 11, 2026

NOTICE OF CONTRACT AWARD

From: Geoffrey Hickman, Director of Public Works
To: David DeGidio, SJ Fuel South Company, Inc.
Encl: (1) Independent Contractor/Professional Services Sales of Goods & Merchandise Agreement
(2) Exhibit D: Required Forms

Subj: 2026-2027 Montgomery County Consortium of Communities Fuel Contract

Dear Mr. DeGidio,

On Thursday, June 11, 2026, the Upper Merion Township Board of Supervisors awarded the 2026-2027 Montgomery County Consortium of Communities Fuel Contract to SJ Fuel South Company, Inc. of Barrington, New Jersey for the price differentials of \$0.0800 (Regular Unleaded), \$0.0000 (Super Unleaded), and \$0.0800 (B2 Diesel). The term of this contract shall be from September 1, 2026 through August 31, 2027.

Within ten (1) business days of receipt of this Notice of Contract Award, please complete and submit to Upper Merion Township the signed copies of the following enclosures:

- Enclosure (1): Independent Contractor/Professional Services Sales of Goods & Merchandise Agreement
- Enclosure (2): Exhibit D: Required Forms

Furthermore, please furnish Upper Merion Township with a performance bond in an amount equal to fifty percent (50%) of the contract award amount, as well as a completed Certificate of Insurance listing Upper Merion Township Board of Supervisors as additionally insured. The contract award amount is \$137,954.80, calculated as the quantity of each fuel type multiplied by SJ Fuel South's respective price differential.

If there are any questions or concerns regarding this matter, please contact me at 610.205.8501.

Respectfully,

Geoff Hickman
Director of Public Works
Upper Merion Township
ghickman@umtownship.org
610.205.8501

Courtesy Copy:

Anthony Hamaday, Township Manager
Amanda Fean, Assistant Township Manager
Todd Lachenmayer, Public Works Superintendent



UPPER MERION TOWNSHIP PUBLIC WORKS

175 WEST VALLEY FORGE ROAD
KING OF PRUSSIA, PA 19406-1802
610-265-2606
www.untownship.org

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GREG WAKS

TOWNSHIP MANAGER/ SECRETARY-TREASURER

ANTHONY HAMADAY

TOWNSHIP SOLICITOR

FIRM OF:
Kilkenny Law

June 11, 2026

MEMORANDUM

From: Geoffrey Hickman, Director of Public Works
To: Anthony Hamaday, Township Manager
Encl: (1) Bid Tabulation

Subj: Recommendation of Award for the 2026-2027 Montgomery County Consortium of Communities Fuel Contract

1. On behalf of the Montgomery County Consortium of Communities, Upper Merion Township received sealed bids online for the 2026-2027 Montgomery County Consortium of Communities Fuel Contract on May 20, 2026. The Township conducted the solicitation on the PennBid website: twenty-eight (28) prospective bidders viewed the solicitation online, twenty-seven (27) bidders downloaded the bid documents, four (4) bidders submitted RFIs, and four (4) firms submitted bids:

- Petroleum Traders Corporation (PTC) of Fort Wayne, IN
- Ports Petroleum Company, Inc. of Wooster, OH
- Riggins, Inc. of Vineland, NJ
- SJ Fuel South Company, Inc. of Barrington, NJ

All four (4) bids were deemed responsive, and the apparent low bidder for Bid Item 1 (87 Octane Gasoline), Bid Item 2 (93 Octane Gasoline), and Bid Item 3 (B2 Bio-diesel) is SJ Fuel South. The margins and ranks for all received bids are provided in Table 1:

Bidder	Bid Item 1: Reg Unleaded		Bid Item 2: Sup Unleaded		Bid Item 3: B2 Diesel	
	Margin	Rank	Margin	Rank	Margin	Rank
PTC	\$0.1531	3	\$0.0910	3	\$0.2715	3
Ports Petroleum	\$0.2400	4	\$0.2800	4	\$0.3100	4
Riggins	\$0.0955	2	\$0.0180	2	\$0.1160	2
SJ Fuel	\$0.0800	1	\$0.0000	1	\$0.0800	1

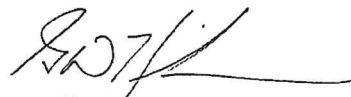
2. Using the OPIS Philadelphia Daily Average fuel prices published on Thursday, April 2, 2026 and the estimated fuel quantities provided by the participating members of the Consortium, the extended fuel prices for each bidder are shown in Table 2 for comparative analysis. The lowest estimated total bid was submitted by SJ Fuel South (continued on next page):

Bid Items	Quantity (GAL)	OPIS Price (¢/GAL)	Bidder Margin (\$)	Estimated Total (\$)
PTC Bid Item 1	790,700	299.64¢	\$0.1531	\$2,490,309.65
PTC Bid Item 2	501,000	345.91¢	\$0.0910	\$1,778,600.10
PTC Bid Item 3	933,735	443.78¢	\$0.2715	\$4,397,238.24
PTC Bid Total	---	---	---	\$8,666,147.99
Ports Petroleum Bid Item 1	790,700	299.64¢	\$0.2400	\$2,371,151.16
Ports Petroleum Bid Item 2	501,000	345.91¢	\$0.2800	\$1,734,411.90
Ports Petroleum Bid Item 3	933,735	443.78¢	\$0.3100	\$4,146,623.76
Ports Petroleum Bid Total	---	---	---	\$8,252,186.82
Riggins Bid Item 1	790,700	299.64¢	\$0.0955	\$2,444,765.33
Riggins Bid Item 2	501,000	345.91¢	\$0.0180	\$1,742,027.10
Riggins Bid Item 3	933,735	443.78¢	\$0.1160	\$4,252,042.44
Riggins Bid Total	---	---	---	\$8,438,834.87
SJ Fuel Bid Item 1	790,700	299.64¢	\$0.0800	\$2,369,866.04
SJ Fuel Bid Item 2	501,000	345.91¢	\$0.0000	\$1,733,009.10
SJ Fuel Bid Item 3	933,735	443.78¢	\$0.0800	\$4,144,476.17
SJ Fuel Bid Total	---	---	---	\$8,247,371.31

3. Under the bid documents, the Consortium reserves the right to award contracts to one or more bidders. SJ Fuel South's position as low bidder on all three items eliminates any basis for a split award.

4. In consideration of the available information, the Department of Public Works recommends the award of the 2026-2027 Montgomery County Consortium Fuel Contract to SJ Fuel South Company, Inc. of Barrington, New Jersey for the estimated contract amount of \$8,247,371.31.

Respectfully,



Geoff Hickman
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Courtesy Copy:

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