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**MONTGOMERY COUNTY  
PLANNING COMMISSION**

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SCOTT FRANCE, AICP  
EXECUTIVE DIRECTOR

August 21, 2024

Mr. Czajkowski,

As we have in previous years, the Montgomery County Agricultural Land Preservation Board (Farm Board) is making the request of each municipality from which a landowner is preserving a farm to commit **up to** 15 percent of the agricultural easement purchase price. Lower Salford Township has one farm who accepted our offer.

The 15 percent share of this property is below:

Name	Appraised Acres	Per Acre Appraisal	Municipal Share
Clemmer	19	\$21,000	\$59,850

This contribution can be part of next year's budget, since the anticipated settlement on this property is not until 2025. If Lower Salford Township is able to financially support this easement purchase, the Farm Board requests a written commitment and a resolution that affirms your decision of support and commitment of the above-referenced funds. A sample resolution is enclosed.

A reply by September 20, 2024 would be greatly appreciated.

I am happy to meet with you or your Board of Supervisors if any questions arise about this request. I can be reached at 610-278-5960 or [Stephen.zbyszinski@montgomerycountypa.gov](mailto:Stephen.zbyszinski@montgomerycountypa.gov).

Sincerely,

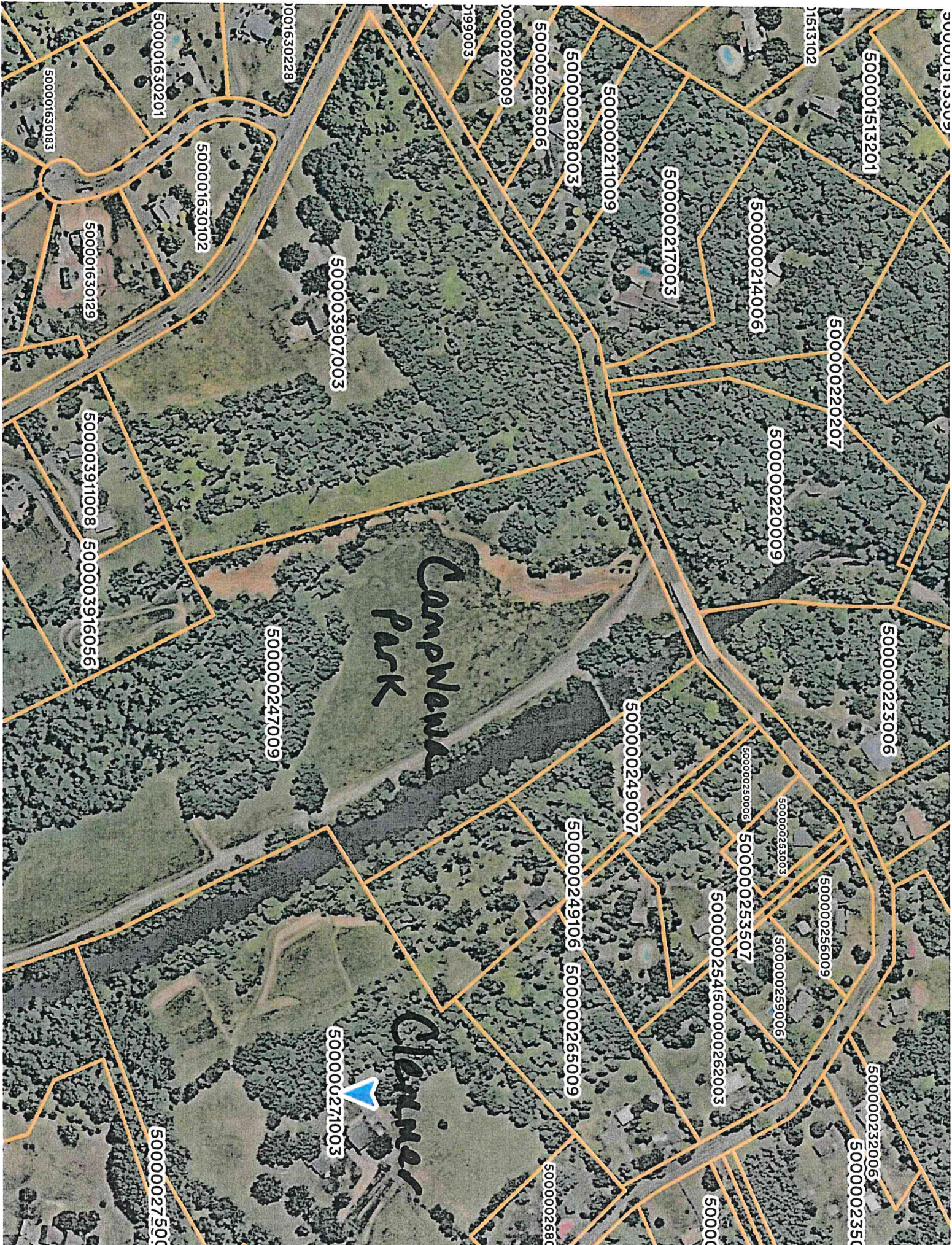
A handwritten signature in black ink, appearing to read "Stephen Zbyszinski", with a long horizontal line extending to the right.

Stephen Zbyszinski  
Senior Farmland Preservation Planner

Enclosure







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**LOWER SALFORD TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2024-04**

**MUNICIPAL WASTE COLLECTION AND RECYCLING ORDINANCE**

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

The Code of Ordinances of Lower Salford Township are hereby amended by deleting Par II (General Legislation), Article 95 (Garbage, Rubbish, Refuse), Article I (Solid Waste Management) in its entirety and replacing it with a new Article 95, Article I entitled Municipal Waste Collection and Recycling Ordinance as set forth below:

**Article 95  
Municipal Waste Collection and Recycling**

**Article I Municipal Waste Collection and Recycling**

**§95-1. Title.**

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

**§95-2. Definitions.**

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

**ACT 97**

The Solid Waste Management Act of 1980, as amended.

**ACT 101**

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

**ALUMINUM CANS**

Empty, all-aluminum beverage and food containers.

**BI-METAL CONTAINERS**

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

**COMMERCIAL ESTABLISHMENT**

A building or buildings used or designed for use for commercial purposes, including, but not limited to wholesale, industrial, manufacturing, transportation, financial or

professional services stores, markets, office buildings, restaurants, shopping centers, theaters, or other commercial activities.

#### **COMMUNITY ACTIVITIES**

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

#### **COMPOSTING FACILITY**

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

#### **CORRUGATED PAPER**

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

#### **DWELLING UNIT**

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

#### **GLASS**

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

#### **HIGH-GRADE OFFICE PAPER**

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

#### **INDUSTRIAL ESTABLISHMENT**

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

#### **INSTITUTIONAL ESTABLISHMENT**

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

#### **INTERMUNICIPAL AGREEMENT (IMA)**

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



**LANDLORD**

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

**LEAF WASTE**

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

**MIXED PAPER**

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

**MULTI-FAMILY RESIDENTIAL ESTABLISHMENT**

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

**MUNICIPAL ESTABLISHMENT**

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

**MUNICIPAL WASTE**

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

**MUNICIPAL WASTE COLLECTOR**

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



**MUNICIPAL WASTE CONTAINER**

A container designated by the property owner or resident for the storage of municipal waste. A municipal waste container may be provided by the Township, property owner, resident or tenant, or the municipal waste collector.

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

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

**NEWSPRINT**

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

**PARTICIPATING MUNICIPALITIES**

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

**PERSON**

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

**PLASTIC CONTAINERS**

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

**RECYCLABLE MATERIALS**

Those materials specified by the Township for collection in accordance with this Part and recycling regulations that may be promulgated from time to time for collection,



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

## **RECYCLING**

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

## **RECYCLING CONTAINER**

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

## **SINGLE-FAMILY RESIDENTIAL ESTABLISHMENT**

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

## **SINGLE-STREAM RECYCLING**

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

## **SOURCE SEPARATION**

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

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

## **§95-3. Legislative Intent.**

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



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

**§95-4. Assignment of Program Responsibilities; Intergovernmental Cooperation.**

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



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

#### **§95-5. Rules for Collection.**

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

#### **§95-6. Municipal Waste Requirements.**

- 1. All Persons generating Municipal Waste in the Township shall arrange with a Municipal Waste Collector for the collection and transportation of Municipal Waste.
- 2. Municipal Waste shall be placed in Municipal Waste Containers and the Municipal Waste Containers shall be placed curbside or in another designated location for collection by a Municipal Waste Collector. Under no circumstances shall Municipal Waste Containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
- 3. Municipal Waste Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before

the collection day. Empty Municipal Waste Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day of collection.

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

#### **§95-7. Recycling Requirements.**

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

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



- v. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day of collection.
- vi. Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- vii. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.

## 2. Multi-family Residential Establishments.

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

Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and on private property.

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



to prevent Recycling Containers from being overfilled and cause materials to be blown about or littered on Township streets and private property.

- F. Recycling Containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day. Empty Recycling Containers shall be removed from curbside or in another designated location for collection by a Municipal Waste Collector and returned to the premises no later than 11:59 PM the day of collection.
- G. Recyclable Materials must be clean and dry and prepared according to the requirements of the Township or Municipal Waste Collector.
- H. In the event that Recyclable Materials are not able to be collected, Recycling Containers shall be brought off the curb until the new collection is scheduled.
- I. The Township shall exempt Persons occupying commercial, institutional, and Municipal Establishments from the requirements of this Article if those Persons have otherwise provided for the Recycling of materials required to be recycled. To be eligible for exemption, the commercial, institutional, or Municipal Establishment must annually provide written documentation to the Township of the total number of tons recycled.

#### **§95-8. Recycling Community Activities.**

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

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

#### **§95-9. Leaf Waste.**

1. It is prohibited for any Person in the Township to put or cause to be put Leaf Waste in with Municipal Waste or Recyclable Materials. Leaf Waste shall be source-separated from Municipal Waste and Recyclable Materials generated on any property in the Township and stored in a separate Leaf Waste container until collection.
2. Nothing herein shall prevent any Person from utilizing Leaf Waste for compost, mulch, or other agriculture, horticulture, or landscaping purposes on the property where the Leaf Waste is generated.
3. Leaf Waste shall be scheduled for collection at least once per month. In the event Township has an agreement with a designated compost facility, collectors may reduce curbside collection of Leaf Waste to once in the spring and once in the fall. Collectors must provide 30 days' notice to customers and the Township of the collection dates for curbside collection of Leaf Waste in the spring and fall.
4. Leaf Waste containers shall be placed curbside or in another location as designated by a Municipal Waste Collector for collection. Under no circumstances shall Leaf Waste containers obstruct the flow or vision of motorists or pedestrians traveling on adjacent roads, streets, or sidewalks.
5. Leaf Waste containers shall not be placed at the curbside or in another designated location for collection by a Municipal Waste Collector prior to 6:00 PM of the day before the collection day.

#### **§95-10. Ownership of Recyclable Materials.**

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

#### **§95-11. Municipal Waste Collector Requirements.**

1. Collection Requirements.
  - A. Municipal Waste Collectors shall provide separate collection, removal, and transportation services for Municipal Waste, Recyclable Materials, and Leaf Waste.

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

## 2. Recordkeeping Requirements.

- A. Municipal Waste Collectors shall be responsible for obtaining weight and volume data on all Municipal Waste, Recyclable Materials, and Leaf Waste collected.
- B. The records shall include the weight of the total quantities of Recyclable Materials and total quantities of Municipal Waste and an estimate of the corresponding volume of material for both Recyclable Materials and Municipal Waste. Estimates



of the individual components comprising the commingled Recyclable Materials shall also be provided.

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

#### **§95-12. Prohibited acts.**

- 1. It shall be unlawful, and grounds for the suspension or revocation of an authorization, for any Municipal Waste Collector to:
  - A. Collect or transport Municipal Waste from Persons failing to Source Separate Recyclable Materials and Leaf Waste from Municipal Waste.
  - B. Comingle or mix Source Separated Recyclable Materials or Leaf Waste collected in the Township with Municipal Waste.
  - C. Fail to provide for the proper disposal of any Municipal Waste collected or transported within the Township in accordance with this Article, county, federal and state laws and regulations.
  - D. Fail to recycle Recyclable Materials and compost Leaf Waste in accordance with this Article and federal and state laws and regulations.
  - E. Collect Municipal Waste, Recyclable Materials or Leaf Waste between the hours of 8:00 PM and 6:00 AM Eastern Standard Time or, when applicable, between 8:00 PM and 6:00 AM AM/PM Eastern Daylight-Saving Time. Failure to comply with this provision shall subject a Municipal Waste Collector to enforcement by the Township.

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

#### **§95-13. Enforcement, Violations and Penalties.**

1. Concurrent Jurisdiction. The Township and the NMCRC share concurrent jurisdiction for recycling violations of this ordinance pursuant to the IMA and protocols jointly established from time to time by the NMCRC and participating member municipalities.
2. Penalties. Any Person who violates any provision of this Article or of the regulations adopted hereunder or any Person who engages in unlawful conduct as defined in this Article shall, upon conviction thereof in a summary proceeding before a District Judge, be sentenced to pay a fine of not more than \$10,000 and not less than \$250. Each continuing day of any violation of this Article or unlawful conduct as defined in this Article shall constitute a separate offense punishable by a like fine or penalty.

3. Injunction. In addition to any other remedy provided in this Article, the Township may institute a suit in equity where unlawful conduct or a public nuisance exists as defined in this Article for an injunction to restrain a violation of this Article or any rules, regulations or resolution promulgated or issued by the governing body pursuant to this Article.
4. Concurrent remedies. The penalties and remedies prescribed by this Article shall be deemed concurrent. The existence or exercise of any remedy shall not prevent the Township from exercising any other remedy provided by this Article or otherwise provided at law or equity.

#### **§95-14. Construal.**

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

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

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

#### **SECTION III. - Severability.**

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



**SECTION IV. - Failure to Enforce Not a Waiver.**

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

**SECTION V. - Effective Date.**

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

**SECTION VI. - Repealer.**

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

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

**LOWER SALFORD TOWNSHIP**

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

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

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

**ORDINANCE NO. 2024-05**

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

---

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

**SECTION I. – Amendment to Code**

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

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

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

**§147-51      Definitions.**

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

**ACTIVE VOLUNTEER**

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

**EARNED INCOME TAX**

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

**ELIGIBLE ENTITY**

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

**ELIGIBILITY PERIOD**

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

**EMERGENCY RESPONDER**

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

**EMERGENCY RESPONSE CALL**

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

**QUALIFIED REAL PROPERTY**

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

**TAX OFFICER**

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

**VOLUNTEER**

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

**§147-52****Program Criteria.**

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



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

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

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

**§147-53 Eligible Entities.**

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

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

**§147-54 Eligibility Period.**

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

**§147-55 Recordkeeping.**

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

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

**§147-56      Application.**

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

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

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

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

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



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

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

**§147-59 Injured Volunteers.**

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

**§147-60 Earned Income Tax Credit.**

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

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

**§147-61 Real Property Tax Credit.**

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

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

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

**B. Claim.**

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

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

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

#### **§147-62 Appeals.**

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

##### **A. Earned Income Tax Credit Appeals.**

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

##### **B. Real Property Tax Credit Appeals.**

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

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

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

## **SECTION II. - Severability**

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

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

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

## **SECTION IV. - Effective Date**

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

## **SECTION V. - Repealer**

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



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

**LOWER SALFORD TOWNSHIP**

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

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

**AMENDMENT TO AGREEMENT TO PURCHASE LIQUOR LICENSE  
DATED MARCH 21, 2024 ("PURCHASE AGREEMENT") BY AND BETWEEN  
LOWER SALFORD TOWNSHIP ("SELLER") AND THE LOWER SALFORD  
TOWNSHIP RECREATION AUTHORITY ("BUYER") FOR PENNSYLVANIA  
MUNICIPALITY GOLF COURSE LIQUOR LICENSE NO. GR42,  
LID NO. 55114 (THE "LICENSE")**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Buyer and Seller hereby agree that the Purchase Agreement is amended and supplemented as follows:

1. License Transfer Contingency. In consideration of the time that has lapsed since the filing of the application with the Pennsylvania Liquor Control Board for the transfer of the License, Buyer and Seller agree to extend the transfer contingency (defined in the Purchase Agreement as the "Term") in Paragraph 10 of the Purchase Agreement for a period of ninety (90) days from the current expiration date of September 17, 2024, or to December 16, 2024. Buyer and Seller may agree in writing to further extend this transfer contingency period no later than five (5) days prior to the expiration date set forth herein.

2. Effect of this Amendment. This Amendment constitutes a material part of the Purchase Agreement. In the event of a direct conflict between the terms of this Amendment and the terms of the Purchase Agreement, or any prior addenda or attachments thereto, this Amendment shall control. Except as expressly amended hereby, the Purchase Agreement and all prior addenda and attachments thereto remain in full force and effect, unmodified and enforceable in accordance with their terms. This Amendment may be executed in counterpart.

SELLER:

BUYER:

LOWER SALFORD TOWNSHIP

LOWER SALFORD TOWNSHIP  
RECREATION AUTHORITY

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

BY: \_\_\_\_\_  
Douglas A. Gifford, Board Chairman

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2024-13**

**COMMITMENT OF FUNDS FOR AN AGRICULTURAL CONSERVATION  
EASEMENT ON A TOWNSHIP FARM**

**WHEREAS**, Kenneth M. and Carol A. Clemmer who own a farm on Camp Wawa Rd. in Lower Salford Township has applied to the Montgomery County Agricultural Land Preservation Board (Farm Board) to sell an agricultural conservation easement; and,

**WHEREAS**, the Farm Board has chosen the Clemmer farm as a priority for farmland preservation, then completed an appraisal to determine the agricultural easement value of this farm, which is the maximum offer allowed; and,

**WHEREAS**, Act 138 of 1998 amends the Agricultural Area Security Law to allow a municipality to be a partner in holding an agricultural conservation easement; and,

**WHEREAS**, the Board of Supervisors of Lower Salford Township has been notified that this farm may become permanently preserved for agriculture by the Farm Board and that the township may contribute funding to the easement according to Act 138; and,

**WHEREAS**, the County Farm Board is responsible for all steps in the procedure to finalize preservation of this farm; and,

**WHEREAS**, the township acknowledges that when the owner receives a formal offer from the Farm Board, the owner has the option to reject it, in which case any township financial commitment may be withdrawn by the township,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Lower Salford Township agrees to contribute 15% of the agricultural conservation easement purchase price which is \$59,850 on the Clemmer farm in Lower Salford Township; and

**BE IT FURTHER RESOLVED** that upon passage of this resolution, the Farm Board may send a formal written offer to the owner, including the township contribution named in this resolution.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at the public meeting of the Lower Salford Township Board of Supervisors.

**BOARD OF SUPERVISORS  
LOWER SALFORD TOWNSHIP**

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

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

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF MONTGOMERY :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me, the undersigned officer, a Notary Public, personally appeared Keith A. Bergman, who acknowledged being the Chair of the Board of Supervisors of Lower Salford Township, and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

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

My Commission expires:





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**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS  
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION NO. 2024-14**

**A Resolution Setting Forth the Minimum Municipal Obligations for the  
Police and Non-Uniformed Employees Pension Funds for the  
Calendar Year 2025**

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

WHEREAS, pertinent data has been supplied to Conrad Siegel Actuaries for the calculation of the appropriate MMO amounts to be incorporated into the 2025 calendar year budget for Lower Salford Township; and

WHEREAS, Conrad Siegel Actuaries has provided calculations attached hereto as exhibits one, two, three, four, five, six and seven noting an MMO of \$363,026 for the Lower Salford Township Police Pension Plan; an MMO for the Lower Salford Township Municipal Pension Plan of \$53,951; an MMO for the Lower Salford Township Authority Pension Plan of \$31,134; an MMO for the Lower Salford Township Municipal Defined Contribution Plan of \$45,343 and an MMO for the Lower Salford Township Authority Defined Contribution Plan of \$17,384..

Whereas, UNDER Act 205 the Chief Administrative Officer is required to provide the governing body of the municipality with the 2025 MMO budget requirements by September 30, 2024.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Lower Salford Township acknowledges receipt of the attached MMO figures for the Police and Non-Uniformed Employees' Pension Plans and Defined Contributions Plan and agrees to allocate such funds as part of the 2024 calendar year budget for the Township of Lower Salford.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held September 4, 2024.

TOWNSHIP OF LOWER SALFORD

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

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

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

**Joseph S. Czajkowski**, Secretary

**LOWER SALFORD TOWNSHIP  
BOARD OF SUPERVISORS**

**MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

**RESOLUTION NO. 2024-15**

**Mainland Pointe**

**Acceptance of  
Quarry Road Right-of-Way (newly constructed road)  
Hampton Court Right-of-Way (newly constructed road)  
June Drive Right-of-Way (newly constructed road)  
American Way Right-of-Way (newly constructed road)**

**WHEREAS, MAINLAND POINTE, L.P.**, ("Grantor") is the developer of a certain tract of land situate in Lower Salford Township, Montgomery County, Pennsylvania known as the Mainland Pointe development (the "Premises") which land has been subdivided and developed and Grantor has constructed certain roads known as Quarry Road, Hampton Court, June Drive and American Way; and

**WHEREAS**, the Grantor, for and in consideration of **One Dollar (\$1.00)**, desires to dedicate to Lower Salford Township ("Grantee") for public use and enjoyment the aforesaid roads constructed by Grantor; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Lower Salford Township Board of Supervisors accepts the Deeds of Dedication for the described property to have and to hold, forever, as for public streets, roads, highways, trails, sidewalks, or utilities, and with the same

effect as if the same had been opened by a Decree of Court of Common Pleas in and for the County of Montgomery after proceedings duly had for that purpose under and in pursuance with the laws of the Commonwealth of Pennsylvania.

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

**LOWER SALFORD TOWNSHIP**

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

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

**Legal Description**

**Quarry Road**

**EXHIBIT "A"**





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

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

September 19, 2019

**LEGAL DESCRIPTION  
MAINLAND POINTE  
QUARRY ROAD  
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA  
PROJECT NUMBER 2726**

ALL THAT CERTAIN tract or parcel of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, being shown as Quarry Road on a Final Plan of Subdivision-Phase 2 prepared for Mainland Pointe, L.P., by Richard C. Mast Associates, P.C., dated June 2, 2014, and last revised September 17, 2019, and being more fully described as follows:

BEGINNING at a point at the intersection of the northwest proposed right-of-way of Quarry Road (59 feet wide) with the northeast ultimate right-of-way of Sumneytown Pike, S.R. 0063 (75 feet wide as widened to 50 feet along the northeast side thereof), said point being a corner of Lot 3; thence, from said beginning point along the northwest side of Quarry Road the following two (2) courses: (1) along Lot 3, along the arc of a circle curving to the left, having a radius of 40.00 feet, for an arc distance of 63.17 feet, said arc being subtended by a chord bearing South 87°41'02" East, for a distance of 56.81 feet to a point; (2) continuing along Lot 3, North 47°05'04" East, for a distance of 318.64 feet to a point on the southwest line of lands of Lot 4, and the northeasterly terminus of Quarry Road; thence, along Lot 4, South 42°52'55" East, for a distance of 43.88 feet to a point on the northwest line of lands of 189 Main Street Associates, L.P.; thence, along said 189 Main Street Associates, L.P., lands, South 45°46'18" West, for a distance of 360.94 feet to a point on the northeast ultimate right-of-way of Sumneytown Pike, aforesaid; thence, along said Sumneytown Pike ultimate right-of-way, along the arc of a circle curving to the left, having a radius of 2,911.87 feet, for an arc distance of 92.51 feet, said arc being subtended by a chord bearing North 41°32'02" West, for a distance of 92.51 feet to the first mentioned point and place of beginning.

CONTAINING 0.4048 acres / 17,635 square feet of land, more or less.

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

**Legal Description**

**Hampton Court**

**EXHIBIT "B"**



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

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

September 19, 2019

**LEGAL DESCRIPTION  
MAINLAND POINTE  
HAMPTON COURT  
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA  
PROJECT NUMBER 2726**

ALL THAT CERTAIN tract or parcel of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, being shown as Hampton Court on a Final Plan of Subdivision-Phase 2 prepared for Mainland Pointe, L.P., by Richard C. Mast Associates, P.C., dated June 2, 2014, and last revised September 17, 2019, and being more fully described as follows:

BEGINNING at a point at the intersection of the northeast proposed right-of-way of Hampton Court (50 feet wide) with the southeast proposed right-of-way of June Drive (50 feet wide), said point being a corner of Open Space C; thence, from said beginning point along the northeast side of Hampton Court the following five (5) courses: (1) along Open Space C, along the arc of a circle curving to the left, having a radius of 15.00 feet, for an arc distance of 26.28 feet, said arc being subtended by a chord bearing South 24°18'08" East, for a distance of 23.04 feet to a point; (2) continuing along Open Space C, South 74°29'05" East, for a distance of 16.39 feet to a point; (3) continuing partly along Open Space C and partly along Lot 20, Lot 19, Lot 18, Lot 17 and Lot 16, along the arc of a circle curving to the right, having a radius of 500.00 feet for an arc distance of 298.06 feet said arc being subtended by chord bearing South 57°24'26" East, for a distance of 293.66 feet to a point; (4) continuing partly along Lot 15 and partly along Lot 14, South 40°19'47" East, for a distance of 99.90 feet to a point; (5) continuing partly along Lot 14 and partly along Open Space B, along the arc of a circle curving to the left, having a radius of 15.00 feet for an arc distance of 20.07 feet said arc being subtended by chord bearing South 78°39'31" East, for a distance of 18.61 feet to a point; thence, continuing partly along Open Space B and partly along Lot 13, Lot 12, Lot 11 and Lot 10, along the Hampton Court cul-de-sac terminus, along the arc of a circle curving to the right, having a radius of 50.00 feet for an arc distance of 223.98 feet said arc being subtended by chord bearing South 11°20'29" West, for a distance of 78.45 feet to a point on the southwest proposed right-of-way of Hampton Court, aforesaid; thence, along the southwest side of Hampton Court the following four (4) courses: (1) continuing partly along Lot 10, and partly along Lot 9, Lot 8 and Lot 7,

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**Legal Description  
Mainland Pointe – Hampton Court  
September 19, 2019**

North 40°19'47" West, for a distance of 163.14 feet to a point; (2) continuing partly along Lot 7 and partly along Lot 6, Lot 5 and Open Space E, along the arc of a circle curving to the left, having a radius of 450.00 feet for an arc distance of 268.25 feet said arc being subtended by chord bearing North 57°24'26" West, for a distance of 264.30 feet to a point; (3) continuing along Open Space E, North 74°29'05" West, for a distance of, 18.04 feet to a point; (4) continuing along Open Space E, along the arc of a circle curving to the left, having a radius of 15.00 feet for an arc distance of 21.99 feet said arc being subtended by chord bearing South 63°30'32" West, for a distance of 20.08 feet to a point on the southeast side of June Drive, aforesaid; thence, along said June Drive proposed right-of-way, along the arc of a circle curving to the left, having a radius of 175.00 feet for an arc distance of 24.15 feet said arc being subtended by chord bearing North 17°32'54" East, for a distance of 24.13 feet to a point; (2) North 13°35'41" East, for a distance of 30.35 feet to a point; (3) along the arc of a circle curving to the right, having a radius of 125.00 feet for an arc distance of 26.80 feet said arc being subtended by chord bearing North 19°44'14" East, for a distance of 26.75 feet to the first mentioned point and place of beginning.

CONTAINING 0.6881 acres / 29,972 square feet of land, more or less.

**Legal Description**

**June Drive**

**EXHIBIT "C"**





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

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

September 19, 2019

**LEGAL DESCRIPTION  
MAINLAND POINTE  
JUNE DRIVE  
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA  
PROJECT NUMBER 2726**

ALL THAT CERTAIN tract or parcel of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, being shown as June Drive on a Final Plan of Subdivision-Phase 2 prepared for Mainland Pointe, L.P., by Richard C. Mast Associates, P.C., dated June 2, 2014, and last revised September 17, 2019, and being more fully described as follows:

BEGINNING at a point at the intersection of the northwest proposed right-of-way of June Drive (50 feet wide) with the northeast ultimate right-of-way of Sumneytown Pike, S.R. 0063 (75 feet wide, as widened to 50 feet along the northeast side thereof), said point being a corner of Lot 1; thence, from said beginning point along the northwest side of June Drive the following six (6) courses: (1) along Lot 1, along the arc of a circle curving to the left, having a radius of 25.00 feet, for an arc distance of 39.27 feet, said arc being subtended by a chord bearing South 87°52'55" East, for a distance of 35.36 feet to a point; (2) continuing along Lot 1, North 47°07'05" East, for a distance of 458.63 feet to a point; (3) continuing partly along Lot 1 and partly along Open Space D, along the arc of a circle curving to the left, having a radius of 125.00 feet for an arc distance of 73.14 feet said arc being subtended by chord bearing North 30°21'23" East, for a distance of 72.10 feet to a point; (4) continuing along Open Space D, North 13°35'41" East, for a distance of 30.35 feet to a point; (5) continuing partly along Open Space D, and partly along Lot 22 and Lot 21, along the arc of a circle curving to the right, having a radius of 175.00 feet for an arc distance of 142.85 feet said arc being subtended by chord bearing North 36°58'44" East, for a distance of 138.91 feet to a point; (6) continuing partly along Lot 21 and partly along Open Space D, North 60°21'47" East, for a distance of 106.57 feet to a point on the southwest terminus of Buckingham Circle (50 feet wide); thence, along said Buckingham Circle terminus, South 47°10'25" East, for a distance of 52.44 feet to a point on the southeast proposed right-of-way of June Drive, said point being a corner in Open Space B; thence, continuing along the southeast side of June Drive the following two (2) courses: (1) partly along Open Space B and partly along Lot 20 and Open Space C, South 60°21'47" West, for a distance of

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**Legal Description  
Mainland Pointe – June Drive  
September 19, 2019**

122.37 feet to a point; (2) continuing along Open Space C along the arc of a circle curving to the left, having a radius of 125.00 feet for an arc distance of 75.23 feet said arc being subtended by chord bearing South 43°07'17" West, for a distance of 74.10 feet to a point on the northwest terminus of Hampton Court (50 feet wide); thence, along the said northwest terminus of Hampton Court the following three (3) courses: (1) along the arc of a circle curving to the left, having a radius of 125.00 feet for an arc distance of 26.80 feet said arc being subtended by chord bearing South 19°44'14" West, for a distance of 26.75 feet to a point; (2) South 13°35'41" West, for a distance of 30.35 feet to a point; (3) along the arc of a circle curving to the right, having a radius of 175.00 feet for an arc distance of 24.15 feet said arc being subtended by chord bearing South 17°32'54" West, for a distance of 24.13 feet to a point on the southeast right-of-way of June Drive, said point being a corner in Open Space E; thence, along the southeast side of June Drive the following two (2) courses: (1) along Open Space E, along the arc of a circle curving to the right, having a radius of 175.00 feet for an arc distance of 78.24 feet said arc being subtended by chord bearing South 34°18'37" West, for a distance of 77.59 feet to a point; (2) continuing along Open Space E, South 47°07'05" West, for a distance of 100.24 feet to a point on the northwest terminus of American Way (50 feet wide); thence, along said American Way terminus, South 47°07'05" West, for a distance of 100.00 feet to a point, said point being a corner in Lot 2; thence, continuing along the southeast side of June Drive the following two (2) courses: (1) along Lot 2, South 47°07'05" West, for a distance of 257.96 feet to a point; (2) continuing along Lot 2, along the arc of a circle curving to the left, having a radius of 25.00 feet for an arc distance of 39.24 feet said arc being subtended by chord bearing South 02°08'50" West, for a distance of 35.34 feet to a point on the northeast ultimate right-of-way of Sumneytown Pike, S.R. 0063, aforesaid; thence, along said Sumneytown Pike ultimate right-of-way the following three (3) courses: (1) North 42°49'26" West, for a distance of 3.18 feet to a point; (2) South 47°05'45" West, for a distance of 0.43 feet to a point; (3) North 42°52'55" West, for a distance of 96.79 feet to the first mentioned point and place of beginning.

CONTAINING 0.9690 acres / 42,210 square feet of land, more or less.

**Legal Description**

**American Way**

**EXHIBIT "D"**



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

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

September 19, 2019

**LEGAL DESCRIPTION  
MAINLAND POINTE  
AMERICAN WAY  
LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA  
PROJECT NUMBER 2726**

ALL THAT CERTAIN tract or parcel of ground situate in Lower Salford Township, Montgomery County, Pennsylvania, being shown as American Way on a Final Plan of Subdivision-Phase 2 prepared for Mainland Pointe, L.P., by Richard C. Mast Associates, P.C., dated June 2, 2014, and last revised September 17, 2019, and being more fully described as follows:

BEGINNING at a point at the intersection of the southeast proposed right-of-way of June Drive (50 feet wide) and the northeast proposed right-of-way of American Way (50 feet wide), said point also being a corner of Open Space E; thence, from said beginning point and along the northeast side of American Way the following two courses: (1) along Open Space E, along the arc of a circle curving to the left, having a radius of 25.00 feet for an arc distance of 39.27 feet said arc being subtended by chord bearing South 02°07'05" West, for a distance of 35.36 feet to a point; (2) continuing partly along Open Space E and partly along Lot 4, South 42°52'55" East, for a distance of 668.97 feet to a point on the northwest proposed right-of-way of Quarry Road (59 feet wide); thence, along said Quarry Road proposed right-of-way, South 47°05'04" West, for a distance of 74.99 feet to a point on the southwest proposed right-of-way of American Way, aforesaid, said point also being a corner in Lot 3; thence, along the southwest side of American Way the following three (3) courses: (1) along Lot 3, along the arc of a circle curving to the left, having a radius of 25.00 feet for an arc distance of 39.26 feet said arc being subtended by chord bearing North 02°06'05" East, for a distance of 35.34 feet to a point; (2) continuing partly along Lot 3 and partly along Lot 2, North 42°52'55" West, for a distance of 644.01 feet to a point; (3) continuing along Lot 2, along the arc of a circle curving to the left, having a radius of 25.00 feet for an arc distance of 39.27 feet said arc being subtended by chord bearing North 87°52'55" West, for a distance of 35.36 feet to a point on the southeast proposed right-of-way of June Drive, aforesaid; thence, along said June Drive

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**Legal Description**  
**Mainland Pointe – American Way**  
**September 19, 2019**

proposed right-of-way, North 47°07'05" East, for a distance of 100.00 feet to the first mentioned point and place of beginning.

CONTAINING 0.8058 acres / 35,101 square feet of land, more or less.

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## **MAINTENANCE AGREEMENT**

### **Mainland Pointe**

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **LOWER SALFORD TOWNSHIP**, a Township of the Second Class with offices at 379 Main Street, Harleysville, Pennsylvania 19438 (the “Township”) and **MAINLAND POINTE, L.P.**, a Pennsylvania limited partnership with an address of 528 Main Street, Suite 200, Harleysville, Pennsylvania 19438 (the “Developer”).

### **WITNESSETH:**

**WHEREAS**, Developer has developed a certain tract of land situate in Lower Salford Township, Montgomery County, Pennsylvania, known as Mainland Pointe (the “Development”), more particularly described in final, recorded subdivision and land development plans entitled prepared by Richard C. Mast Associates, P.C. and McCloskey and Faber, P.C., consisting of ninety-four (94) sheets (the “Plans”), which Plans are recorded in the Office of the Montgomery County Recorder of Deeds against the properties that are the subject of the Development and are specifically being incorporated herein by reference; and

**WHEREAS**, as a condition to final subdivision and land development approval, the Developer and the Township entered into a certain Land Development and Financial Security Agreement dated October 9, 2019 (the “Land Development Agreement”); and

**WHEREAS**, the Land Development Agreement requires certain security and a Maintenance Agreement to be tendered to the Township by the Developer when all required improvements called for under the Land Development Agreement were completed; and



**WHEREAS**, the improvements required by the Land Development Agreement have been completed by Developer and Deeds of Dedication concerning same have been prepared for submittal to the Township.

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

1. Developer has tendered to the Township a bond from Uninvest Bank in the agreed amount of Three Hundred Thirteen Thousand Five Hundred and 00/100 Dollars (\$313,500.00) (the "Maintenance Security"), which constitutes an amount equal to fifteen percent (15%) of the actual costs of the installation and construction of the stormwater collection and management areas, curb, sidewalk, paving, retaining walls, trails and landscaping within the rights-of-way of the roads for the Development (the "Improvements").

2. The Maintenance Security shall be held by the Township for a period of eighteen (18) months following the Township's acceptance of a Deed or Deeds of Dedication for the Improvements (the "Maintenance Period"). The Maintenance Security shall guarantee the prompt maintenance and repair of the Improvements and the structural integrity and proper functioning of the Improvements in accordance with the design and specifications as depicted on the Plans during the Maintenance Period.

3. Developer hereby guarantees, during the Maintenance Period, the structural integrity and proper functioning of the Improvements in accordance with the design and specifications as depicted on the Plans.

4. During the Maintenance Period, in the event any Improvements require repair, Developer agrees to commence any necessary repairs within ten (10) days from the date that Township notifies Developer in writing of the need for such repairs and shall diligently work

to complete the repairs thereafter. In the event any required repair to the Improvements is needed on an emergency basis, however, Developer shall immediately commence such repair upon verbal notification from Township. In either event, if Developer fails or refuses to make such repairs, the Township may make such repairs and do whatever is necessary to maintain or repair the Improvements. The Township shall have recourse against the Maintenance Security for the expense and costs of any such repairs as well as any expense and costs (including reasonable attorney's fees) of pursuing reimbursement from the Developer (whether directly or against the Maintenance Security). Any costs incurred by the Township in repairing or maintaining the Improvements which exceed the outstanding balance of the Maintenance Security shall be recoverable from the Developers.

5. Prior to the expiration of the Maintenance Period, Developer shall submit to the Township a written request for a final inspection of the Improvements. The Township shall conduct a final inspection of the Improvements and upon completion of the final inspection, Township shall provide the Developer with either a "punch list" of Improvements requiring repair or replacement under this Agreement or a certification as to the structural integrity and proper functioning of the Improvements as of the date of inspection. In the event that any Improvements require repair or replacement, Developer agrees to (a) commence such work within ten (10) days from the date of receipt of the Township's "punchlist"; (b) complete such work within thirty (30) days from the date of receipt of the Township's "punchlist"; and (c) keep the Maintenance Security in full force and effect until it is released in writing by the Township. If the Developer fails or refuses to commence and complete such work within the time limits provided herein, the Township may make such repair or replacement (using Township personnel or independent contractors) and Township shall have the same recourse against the Maintenance

Security and the Developer as are provided for in Paragraph 4 above. Upon the Township Engineer's certification of the structural integrity and proper functioning of the Improvements in accordance with the design specifications as depicted on the Plans, and provided that Township has not given Developer written notice of defects in the Improvements prior to that time which have not been repaired, the Maintenance Security held by the Township shall be released to the Developer and the Developer shall have no further obligation hereunder.

6. Nothing herein shall be construed to impose any liability or responsibility on Township for the maintenance or upkeep of any of the Improvements during the Maintenance Period.

7. Developer hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania, with respect to any dispute arising in connection with this Agreement or the enforcement thereof.

8. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

9. This Agreement shall be binding upon the Developer and any successor corporations.


(SIGNATURE PAGE TO FOLLOW)

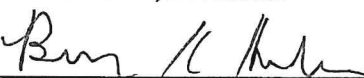
IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

**DEVELOPER:**

**MAINLAND POINTE, L.P.**

By: Mainland Pointe V, Inc., its general partner

By:   
Leo Orloski, President

Attest:   
Ben K. Miller

**TOWNSHIP:**

**LOWER SALFORD TOWNSHIP**

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

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



# Cornerstone Consulting

Engineers & Design Services, Inc.

213 West Main Street Lansdale, PA  
Tel 610.820.8200 ♦ Fax 610.820.3706

Leesburg - VA ♦ Orlando - FL  
New York - NY ♦ Dallas - TX  
Philadelphia, PA

1176 N. Irving Street . Allentown, PA  
Tel 610.820.8200 ♦ Fax 610.820.3706

July 11, 2024

Lower Salford Township  
379 Main Street  
Harleysville, PA 19438

Attn: Township Board of Supervisors

**RE: Lederach-Cross Road  
Residential Development  
Waiver Request**  
703-709 Harleysville Pike  
Lower Salford Township  
Montgomery County, PA

Board of Supervisors:

As a part of the Land Development plan application, please accept this letter as a formal waiver request for the above referenced project. Our office, on behalf of the applicant, Shihadeh Contracting, LLC, respectfully requests the following waivers from the Board of Supervisors.

## Subdivision and Land Development Ordinance

1. Section 142-29 Requires Harleysville Pike, a Principal arterial street, to have a minimum travel lane 12 feet wide and a minimum paved shoulder/bicycle lane 8 feet wide. This section also requires Lederach-Cross Road, a Major collector street, to have a minimum travel lane 11 feet wide and a paved shoulder/bicycle lane 6 feet wide.

A waiver is requested from the above requirements to widen the paved cartways and shoulders of Harleysville Pike and Lederach-Cross Road to comply with the ordinance. The existing lane width along the subject frontage of Harleysville Pike is 11 feet with a shoulder width of two feet, while the existing lane width along Lederach-Cross Road is 10 feet with a shoulder width of 0.6 feet. The existing cartways and shoulders have not been widened adjacent to the development.

The proposed lot contains 25 feet of frontage along Harleysville Pike, and the plan proposes a driveway connection in this location. The plan indicates pavement widening along the frontage of approximately three (3') feet to accommodate a five foot wide future bike lane. However, this is less than the full width required for Harleysville Pike; therefore, a waiver is requested.

the ultimate right-of-way. A grade of 4% is proposed within the legal right-of-way of Harleysville Pike, with a maximum grade of 6.65% within the ultimate right-of-way. It is the applicant's opinion that this design provides a better transition to the shared residential driveway connection.

5. Section 142-35.B.2: Parking areas shall not be located closer than 15 ft to any tract boundary line or from any ultimate right-of-way line. These setback areas shall be landscaped in accordance with the requirements of Sec. 142-42, Landscape regulations.

A waiver of this section is requested to allow parking behind proposed Unit 4 to be located ten (10') feet from the eastern tract boundary. The driveway is located in line with the proposed garage of unit 4. Unit 4 meets the allowable side yard setback as stipulated in the zoning ordinance. The parking setback of ten feet is also allowed by the zoning ordinance. Relocating the parking at this location would force the relocation of the building closer to the Unit 1/Unit 2 building, which is detrimental to the site layout in the applicant's opinion.

6. Section 142-35.C: Sidewalks, curbs and storm sewers in parking lots.

A partial waiver of this section is requested from the requirement to install sidewalks, curbs and storm sewers along all existing and proposed common parking areas. The small size and residential nature of the parking area does not warrant these improvements in the applicant's opinion. Curbing is proposed throughout much of the development and where necessary to direct stormwater runoff to the proposed collection system. However, curb is not proposed in some locations to facilitate drainage of stormwater from offsite areas. Storm sewers will be installed to the satisfaction of the Township Engineer, and sidewalks will be provided to accommodate pedestrian connections to the public right-of-way as deemed necessary by the Township.

7. Section 142-36.F: Parking aisles shall be a minimum of 24 feet wide with two-way traffic flow.

A waiver of this section is requested to allow the proposed drive aisle along the southern and western property boundaries to be constructed with a width of 20 feet. No parking spaces are proposed along the drive aisle in these locations and it is the applicant's opinion that the proposed width of 20 feet will allow for safe maneuvering of vehicles using the parking area. The reduced width will also minimize impervious area and stormwater runoff generated by the development.

8. Section 142-39.B.1: All grading shall be set back from property lines a minimum of five feet, or a sufficient distance to prevent any adverse effects on adjacent properties.



10. Section 142-42.E.(1)(c): Street trees shall be required along access driveways that serve five or more residential dwelling units.

A partial waiver of this section is requested from the requirement to install street trees along both sides of the two-way access from Lederach-Cross Road and along both sides of the emergency access from Harleysville Pike. The small size of the development leaves little space for large street trees to be installed without interference with necessary utilities, stormwater management facilities, sidewalks and parking areas. The proposed emergency access is not a requirement but is proposed to provide secondary access for emergency vehicles as well as pedestrian access to Harleysville Pike. The emergency access is also located within a 25-foot wide access strip that is to contain the driveway and public utility connections to existing public utility services within Harleysville Pike. As such, space is not available in this location to plant street trees without interference with these improvements.

11. Engineering Standards Section 107.2.D & 107.5.A

Engineering standards section 107 requires a minimum pipe diameter of 18" for storm sewer. The applicant requests a waiver to allow less than 18" diameter storm sewer pipe, subject to approval by the Township Engineer.

12. Section 142-16: Preliminary plan filing and review procedure.

A waiver of this section is requested to allow the plan to be granted concurrent Preliminary and Final Plan approval.

It is the applicant's intent to comply with all Township requirements. However, it is their opinion that strict conformance with the noted ordinance sections above would create unnecessary impacts on the proposed development of the site.

Should you have any questions or concerns please do not hesitate to contact our office.

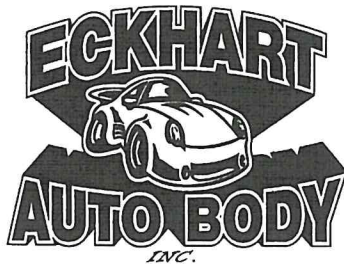
Sincerely,  
**Cornerstone Consulting  
Engineers & Design Services, Inc.**



Anthony T. Brunkan, P.E.

CC: John Shihadeh, Applicant

Joe-orig.  
John-copy



Sept. BOS  
Agenda



## Collision Repair Experts

209 Clemens Road ♦ Harleysville, PA 19438 ♦ (215) 256-8371 ♦ Fax (215) 256-4048

August 13, 2024

Board of Supervisors  
Lower Salford Township  
379 Main Street  
Harleysville, PA 19438

Re: Request for Fire Police Presence

Dear Board of Supervisors:

We would like to request the presence of Fire Police at our Car Exhibit and Open House.

We would like their assistance in slowing and directing traffic on the road in front of the event. We do not need help once the cars are off the road. Two or three Fire Police should be sufficient.

The event will be held on Saturday, September 28. We would like the Fire Police to be present between the hours of 11:00am and 3:00pm. Please let me know if they will be able to come.

Thank you,

Timothy Eckhart  
President