

LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS MINUTES
July 2, 2025

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

Chairman Bergman led all in the Pledge of Allegiance.

Public Comment

There was no public comment.

Consent Agenda

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

Committee Reports

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

Zoning Hearing Board

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

Park Board

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

Fire Chief – Captain Mason Vasey reported that for the month of June, the Company had responded to 47 calls, with the Company averaging 10 firefighters per call. The Company was in service for 27 hours and 4 minutes.

Freedom Valley Medical Rescue – Chief Haines reported that the rescue squad responded to 209 dispatches in the month of May of those, 138 were for service in Lower Salford Township. Year to date the squad has responded to 1058 calls from the Lower Salford Station with 669 in Lower Salford Township.

Communications Committee

Supervisor Shelly reported that the Communications Committee has a table at the Harleysville Market to reach out to residents and encourage them to sign up for the various communications tools the Township has in place. He said that the committee was working on a raffle to entice residents to sign up for our Constant Contact email program. He said that the next meeting of the committee is scheduled for July 16th at 7:30pm.

Recreation Authority

Chairman Bergman reported that Authority Board met in June. He said that while the course missed budgeted rounds by 400 in May due to the wet weather, however to date versus budget the course is doing well.

Unfinished Business

A) 480 Groff's Mill Road/Salford Mennonite Church – Conditional Use Hearing – Chairman Bergman opened the hearing and asked Solicitor Freimuth to take over the proceedings. Mr. Freimuth explained the conditional use process. John McShane, the attorney for the applicant, reviewed the application for the installation of a pavilion on the property. Tori James-Long, Church Administrator, explained the need for the pavilion. John Hunt, Engineer for the applicant, reviewed the plan with the Board. As there were no questions or concerns with the application, Supervisor Canavan moved to approve the Conditional Use application. Supervisor Scheuren seconded the motion. The motion passed 4-0-1 with Supervisor Shelly abstaining noting he was a member of the church.

B) Resolution 2025-17 – 480 Groff's Mill Road/Salford Mennonite Church – Waiver of Land Development Request – The Waiver of Land Development is for the installation of a pavilion on the church property. Supervisor Canavan moved to

adopt Resolution 2025-17 conditioned upon the items enumerated in the resolution and the most recent CKS engineer's letter. Supervisor Krauss seconded the motion. The motion passed 4-0-1 with Supervisor Shelly abstaining.

C) 10 Schoolhouse Road – Discussion of Waivers – Susan Rice, engineer for the applicant reviewed the waiver request letter with the Board. Supervisor Shelly noted that he was not in favor of the preliminary/final approval waiver and questioned the waiver for the sidewalks within the parking lot area of the project.

D) Authorization to Advertise the Yoder Road Sidewalk Project – Funded Through DCED/GTRP and r2040 Grants – Supervisor Canavan moved to authorize the advertisement of the project. Supervisor Krauss seconded the motion. The motion passed unanimously.

E) Authorization to Advertise the Main Street and Hunsberger Lane Traffic Signal Project – Funded through the PennDOT Green Light Go Grant Program – Supervisor Canavan moved to approve the authorization to advertise the project. Supervisor Scheuren seconded the motion. The motion passed unanimously.

F) Authorization to Advertise the Main Street and Maple Avenue Traffic Signal Project – Funded through the PennDOT Green Light Go Grant Program – Supervisor Canavan moved to approve the authorization to advertise the project. Supervisor Krauss seconded the motion. The motion passed unanimously.

New Business

A) Motion to approve Fire Police Assistance – Skippack Township –Fourth of July Parade, July 4, 2025 – Supervisor Canavan moved to approve the request. Supervisor Scheuren seconded the motion. The motion passed unanimously.

B) Motion to Appoint Rob Carlson to the Communications Committee – Supervisor Canavan moved to appoint Rob Carlson to fill the vacancy on the Communications Committee. Supervisor Krauss seconded the motion. The motion passed unanimously.

C) Authorization to Execute Clemmer Land Preservation Agreement – Supervisor Canavan moved to execute the agreement. Supervisor Scheuren seconded the motion. The motion passed unanimously.

Public Comment – Rob Carlson, Village of Vernfield, thanked the Board for the opportunity to serve the Township and said that he would like to thank the many people at the Township office who he as interacted with over the last year or so. He said that to a person they were very helpful. He said that he looked forward to contributing to the Township.

There being no further business, Mr. Freimuth moved to adjourn at 8:25 pm.

Respectfully Submitted,

Joseph Czajkowski

Township Manager

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION 2025-22

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT
APPLICATION FOR THE 2025 MAIN STREET MATTERS PROGRAM**

Be it RESOLVED that Lower Salford Township of Montgomery County hereby requests a Main Street Matters grant of \$_____ from the Department of Community and Economic Development to be used for installation of ornamental street lighting along the Main Street corridor of Harleysville.

Be it FURTHER RESOLVED that the Applicant does hereby designate Keith Bergman, Chairman of the Lower Salford Township Board of Supervisors, and Joseph S. Czajkowski, Township Manager/Secretary, as the officials to execute all documents and agreements between Lower Salford Township and the Department of Commerce and Economic Development to facilitate and assist in obtaining the requested grant.

Be it FURTHER RESOLVED that the Applicant does hereby commits to providing a local funding match of 50%, in the amount of \$_____

I, Joseph S. Czajkowski, duly qualified Secretary of the Board of Supervisors of Lower Salford Township, Montgomery County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Lower Salford Township Board of Supervisors at a regular meeting held on the 6th day of August 2025 and said Resolution has been recorded in the Minutes of the Lower Salford Township Board of Supervisors and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Lower Salford Township, this 6th day of August 2025

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

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

Attest: _____
Joseph S. Czajkowski, Secretary



Lower Salford Township

Memo

To: Board of Supervisors

From: Mike Beuke *MB*

Date: July 29, 2025

Re: Partial Waiver Request - 29 Mainland Road (Richard Kapusta)

This memo is to summarize the Partial Waiver requested by Richard Kapusta regarding the required screening for a trash disposal area at the new Creekside at Mainland development. Please see the following comment:

SALDO Section 142-42.G(5)(a)[2] requires Site Element Screens for dumpsters, trash disposal or recycling areas. A six-foot high opaque fence surrounding the site element on at least three sides is required as part of this site element screen. The applicant is requesting a Partial Waiver to allow this fence to be five feet high, instead of six feet high.

It appears that this request may be considered minor in nature, so it was not given to the Planning Commission for review. The applicant should be submitting supporting documentation to aid in the determination of the Partial Waiver Request. This request will be discussed at your August 5th Work Session and will be on the agenda for action at your August 6th Regular Meeting.

Attachments:

Letter from Applicant dated July 16, 2025
Email from Applicant dated July 16, 2025

Michael Beuke

From: Richard Kapusta <richard.kapusta@rkco-architects.com>
Sent: Wednesday, July 16, 2025 10:51 AM
To: Michael Beuke
Subject: Carriage Homes at Creekside - 29 Mainland Road - Trash Enclosure Fence
Attachments: 2112 - twp Eltr re; trash encl fence.pdf

Hi Mike:

Attached is a letter to you, to be forwarded to the BOS requesting that they waive the 6' high trash enclosure fence, to allow a 5' high one. Would you please forward this to the Board? Thanks!

Have a great day,
Rich

Richard Kapusta, RA
Richard.Kapusta@RKCO-Architects.com

Richard Kapusta and Company
Architects Engineers and Planners
935 Landis Road | Telford, PA 18969 | Phone: 215-723-3200 | Fax: 215-723-1944

www.RKCO-Architects.com

Richard Kapusta and Company
Architects Engineers and Planners

935 Landis Road
Telford, Pennsylvania 18969
215-723-3200

16 July 2025

Mr. Michael Beuke,
Director of Building & Zoning
LOWER SALFORD TOWNSHIP
379 Main Street
Harleysville, PA 19438

Re: Carriage Homes at Creekside – 29 Mainland Road: Trash Enclosure Fence

Dear Michael:

As you know, the SLDO requires trash enclosure fences to be 6 feet high. My designated trash area is only 9'x18' and my 9 apartments only require two 2-yard dumpster containers. One for trash and the other for recycle. Each week they are only about half full when the trash disposal service comes to empty them. A 2-yard container is only 4 foot tall, a 6 foot tall 9'x18' fence enclosure looks awkwardly tall and skinny and is not necessary to hide a 4 foot tall container; I'd like to request that the fence can be 5 foot tall.

Would you please submit this request to the Board of Supervisors as they have the jurisdiction to waive the 6 foot high requirement and allow the 5 high trash fence enclosure in this instance. I greatly appreciate yours and the Board's help in this matter. In this case, the 5 foot high fence will do its job and look better forever. Thank you.

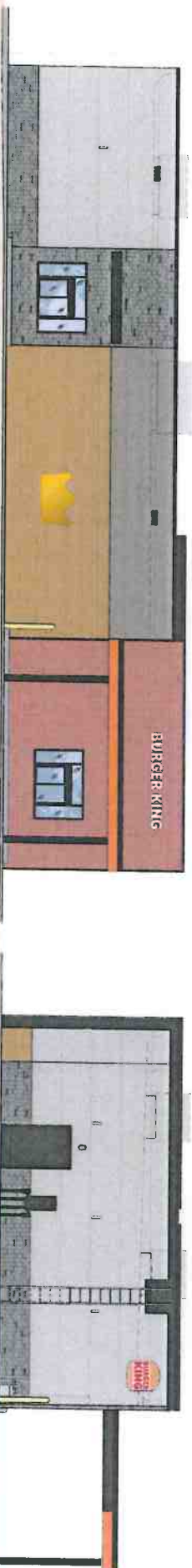
Have a great day!

Sincerely,

RICHARD KAPUSTA & COMPANY ARCHITECTS & PLANNERS

A handwritten signature in black ink, appearing to read 'Richard Kapusta', with a vertical line separating it from a second, less legible signature or set of initials.

Richard Kapusta, RA
RK/csh



BURGER KING

Harleysville, PA



THE IMAGES SHOWN IN THIS PRESENTING ARE CLOSE APPROXIMATIONS, SUBJECT OF ANY VARIATIONS AND DIFFERENCES IN MATERIALS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE ARCHITECTS ASSUMED TO USE THE RENDERING AS A GUIDE FOR THE APPROVED MATERIALS OR COLORS ON THE BUILDING.

2025.188.16



1 800.475.4721 www.gpdgroup.com



Lower Salford Township Junior Supervisor Program

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OPEN TO ALL HIGH SCHOOL JUNIORS AND SENIORS
FROM LOWER SALFORD TOWNSHIP

=====

PURPOSE

- ☐ To educate, inspire, and involve the youth of the Township in government and public affairs
- ☐ To provide input to the Board of Supervisors from young people as to matters of interest to them
- ☐ To provide for the dissemination of information about Township governance to high school-aged students through the participation of one of their peers

APPLICATION DEADLINE
September 19th, 2025,
or until position filled

For more information, please visit www.lowersalfordtownship.com or
contact Township Manager Joseph Czajkowski at
(215) 256-8087 or township@lowersalfordtownship.org



Lower Salford Township
Board of Supervisors
379 MAIN STREET
HARLEYSVILLE, PA 19438-2309

Lower Salford Township Junior Township Supervisor Program

Purpose

- (1) To educate, inspire, and involve the youth of the Township in government and public affairs.
- (2) To provide input to the Township Board of Supervisors from young people as to matters of interest to them.
- (3) To provide for the dissemination of information about Township governance to high school-aged students through the participation of one of their peers.

Guidelines

- (1) The Board of Supervisors may appoint Junior Township Supervisors to serve terms not to exceed one year.
- (2) The term of office shall generally coincide with the academic school year, i.e. September through August.
- (3) The Junior Township Supervisor shall be a U.S. citizen, a resident of Lower Salford Township, and, along with maintaining residency during term of service, shall be a student in his/her junior or senior year of high school (enrolled in a public or private high school, vocational- technical school, charter school, or a home-schooled student).
- (4) Candidates for the position shall submit a written application to the Board of Supervisors, along with a one-page cover letter highlighting the applicant's interest in the position, as well as no more than three letters of recommendation from any of the following:
 - ☐ Resident of Lower Salford Township (Non-immediate family)*
 - ☐ High School Teacher/Administrator (whether or not a Township resident)
 - ☐ Community Service Organizer, Coach, Clergy (whether or not a Township resident).

The applicant shall submit to an interview by the Board of Supervisors or any Supervisor(s) designated by the Board to conduct such interviews.

*For the purposes of this section, "immediate family" shall include a parent, grandparent, brother, or sister.



Junior Township Supervisor Program

Application

Lower Salford Township

379 Main Street, Harleysville PA, 19473

Phone: (215) 256 -8087

Email: township@lowersalfordtownship.org

Name			
Address		Town	State
Zip			
()			
Phone Number		Email	
Birth Date		Years of Residency in Lower Salford Township	

School you are currently attending (including address):		
Year in school:	<input type="checkbox"/> – Junior	<input type="checkbox"/> – Senior

<p>Please include with this application the additional information requested in Section 4 of the enclosed guidelines:</p> <ul style="list-style-type: none">(a) one-page written letter of interest(b) listing of extracurricular activities(c) summary of academics(d) recommendations
--

APPLICANT'S SIGNATURE _____

PARENT/GUARDIAN SIGNATURE _____

DEADLINE FOR APPLICATION
September 19th, 2025, or until filled

Date Submitted _____

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

Return To: Same as above

Parcel No.: 50-00-02143-00-3

TEMPORARY CONSTRUCTION AND
PERMANENT TRAFFIC SIGNAL
INSTALLATION AND MAINTENANCE EASEMENT AGREEMENT

THIS AGREEMENT (“Agreement”) made this _____ day of _____, 2025, between **MAPLE AND MAIN LLC**, a Pennsylvania limited liability company with a registered office address of 500 Main Street, Harleysville, Montgomery County, Pennsylvania 19438 (hereinafter, the “Grantor”), and **LOWER SALFORD TOWNSHIP**, a Township of the Second Class with offices at 379 Main Street, Harleysville, Montgomery County, Pennsylvania 19438 (hereinafter, the “Grantee”).

Background

A. Grantor is the owner of the real property located at 504 Main Street, Lower Salford Township, Montgomery County, Pennsylvania, which is known as Montgomery County Tax Parcel Number 50-00-02143-00-3 (the “Premises”).

B. Grantee desires to obtain an easement over a portion of the Premises for the purposes of erecting and maintaining a permanent traffic signal, together with all necessary related improvements and facilities, including but not limited to poles, cables, mast arms, underground electrical conduit, sidewalk, pedestrian ramps, pedestrian crossing facilities, and junction box(es) (such improvements and facilities, together with the traffic signal itself, are referred to collectively herein as the “Traffic Signal”).

C. In order to permit the installation and construction of the Traffic Signal, Grantee has requested a 138 square foot temporary construction easement on, over, under and through the Premises, as more particularly shown and depicted on the plan entitled “Plan of Required Temporary Construction Easement from the Lands of Maple and Main LLC (PARID# 50-00-02143-00-3)” prepared by Bowman Consulting Group Ltd., dated April 15, 2025 (the “Temporary Construction Easement Plan”), a copy of which is attached as Exhibit “A” hereto, and described in the legal description prepared by Bowman Consulting Group Ltd., dated April 15, 2025, a copy of which is attached as Exhibit “B” hereto (hereinafter referred to as the “Temporary Construction Easement Area”).

D. In order to further permit the installation, construction, operation, maintenance, repair and replacement of the Traffic Signal, Grantee has also requested a 210 square foot permanent traffic signal easement on, over, under, and through the Premises, as more particularly shown in the plan entitled “Plan of Required Traffic Signal Easement from the Lands of Maple and Main LLC (PARID# 50-0-01243-00-3)” prepared by Bowman Consulting Group Ltd., dated April 15, 2025, bearing no revisions (the “Permanent Traffic Signal Easement Plan”), a copy of which is attached as Exhibit “C” hereto, and is described in the legal description prepared by Bowman Consulting Group Ltd., dated April 15, 2025, a copy of which is attached as Exhibit “D” hereto (hereinafter referred to as the “Permanent Traffic Signal Easement Area”).

E. Grantor is willing to grant such easements on, over under, and through the portions of the Premises to be used for the Temporary Construction Easement Area and the Permanent Traffic Signal Easement Area (collectively, the “Easement Areas”) to Grantee, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Grant of Temporary Construction Easement.** Grantor, on behalf of itself, its personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the temporary, nonexclusive right, privilege and easement on, over, across, under and through the Temporary Construction Easement Area as defined herein, and as depicted on the Temporary Construction Easement Plan attached hereto as Exhibit "A" and described in the legal description attached hereto as Exhibit "B," together with all temporary rights of ingress, egress and regress in, to, over, upon, through, along and from said Temporary Construction Easement Area, necessary or convenient for temporary use and occupation by the Grantee of the said Temporary Construction Easement Area in connection with the installation, repair and construction of the Traffic Signal (the "Temporary Construction Easement"). Specifically, and not in limitation of the foregoing, Grantee shall have the right to: (i) enter onto the Temporary Construction Easement Area in order to install, repair, construct and inspect the Traffic Signal on or near the Premises and on adjoining and adjacent properties; and (ii) to perform excavation, grading or other work necessary in connection with the foregoing. The Grantee's rights to the Temporary Construction Easement Area shall terminate automatically upon completion of the construction of the Traffic Signal and related facilities.

2. **Grant of Permanent Traffic Signal Easement.** Grantor, on behalf of itself, its personal representatives, successors and assigns, hereby grants and conveys to Grantee, its agents, servants, workers, employees, contractors, subcontractors, independent contractors and material suppliers, for the purposes set forth herein, and subject to the restrictions and conditions contained herein, the full, perpetual and uninterrupted right of way and easement on, over, across, under and through the Permanent Traffic Signal Easement Area as defined herein, as depicted in the Permanent Traffic Signal Easement Plan attached hereto as Exhibit "C," and described in the legal description attached hereto as Exhibit "D," for the purposes of permitting Grantee, its successors and assigns to: (i) erect, install and operate the Traffic Signal; and (ii) perform all necessary inspection, maintenance, repairs, replacements, additions and/or upgrades to the Traffic Signal (the "Permanent Traffic Signal Easement").

3. **Obligations of Grantee.** Grantee, its successors and assigns, after doing any work in connection with the construction, reconstruction, repair, or maintenance of the Traffic Signal, will restore the Easement Areas as close as is reasonably possible to the condition in which it existed immediately prior to commencement of such work.

4. **Reservations to Grantor.** Except to the extent inconsistent with the installation of the Traffic Signal and the other rights granted pursuant to the Easement, the Grantor, its successors and assigns, shall have the right to use and enjoy the surface of the Easement Areas. Grantor will not use or modify the Easement Areas or the Premises in any manner which would interfere with the rights granted to Grantee hereunder. Grantor shall continue to be responsible for the maintenance of any sidewalk or pedestrian ramps (whether existing, installed, or improved in connection with any work performed by Grantee pursuant to this Agreement) within the Easement Area or within the right-of-way of any roadway adjoining

the Premises in accordance with the requirements of the Lower Salford Township Code of Ordinances.

5. **General Provisions.**

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

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

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

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

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

(6) **Obligations to Run with the Land.** The covenants, restrictions and obligations of this Agreement shall be perpetual and shall operate as covenants running with the land.

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

(signature page follows)

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

GRANTOR:

MAPLE AND MAIN LLC

By: _____
Name:
Title:

GRANTEE:

LOWER SALFORD TOWNSHIP

By: _____
Keith Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary-Treasurer

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY :

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

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

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

$$: \quad SS$$

COUNTY OF MONTGOMERY :

On this, the _____ day of _____, 2025, before the undersigned officer, personally appeared _____ known to me or satisfactorily proven to be _____ of Maple and Main LLC, and as such officer, being duly authorized to do so, executed the within instrument on behalf of the limited liability company for the purposes therein contained.

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

Notary Public

My Commission Expires:



April 15, 2025

**DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
FROM THE LANDS OF MAPLE AND MAIN LLC
(PARID# 50-00-02143-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 28th day of March 2023 in Deed Book 6323 Page 5 at Norristown in the office of Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED TEMPORARY CONSTRUCTION EASEMENT FROM THE LANDS OF MAPLE AND MAIN LLC (PARID# 50-00-02143-00-3)" dated April 15, 2025, as follows to wit;

Beginning at a point along the southwesterly legal Right-of-Way line of Main Street (SR 0063), said point being South 53 degrees 53 minutes 39 seconds West, a distance of 16.69 feet from a point of intersection along the northwesterly township Right-of-Way line of Maple Avenue and the southwesterly legal Right-of-Way line of Main Street; extending thence the following six courses:

- 1) Through the lands of Maple and Main LLC, South 36 degrees 06 minutes 21 seconds West, a distance of 10.00 feet to a point.
- 2) Thence, South 37 degrees 27 minutes 48 seconds East, a distance of 17.68 feet to a point.
- 3) Thence along the northwesterly township Right-of-Way line of Maple Avenue, South 35 degrees 06 minutes 27 seconds West, a distance of 1.64 feet to a point.
- 4) Thence through the lands of Maple and Main LLC, North 44 degrees 20 minutes 27 seconds West, a distance of 24.32 feet to a point.
- 5) Thence, North 36 degrees 06 minutes 21 seconds East, a distance of 12.63 feet to a point.
- 6) Along the southwesterly legal Right-of-Way line of Main Street on a curve to the left, having a radius of 1302.46 feet, an arc length of 7.00 feet, and being subtended by a chord bearing South 53 degrees 44 minutes 25 seconds East, a chord distance of 7.00 feet to a point and place of beginning.

Containing 139 square feet, or 0.003 acres.



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

bowman.com

Exhibit "B"
Temporary Construction Easement Legal Description

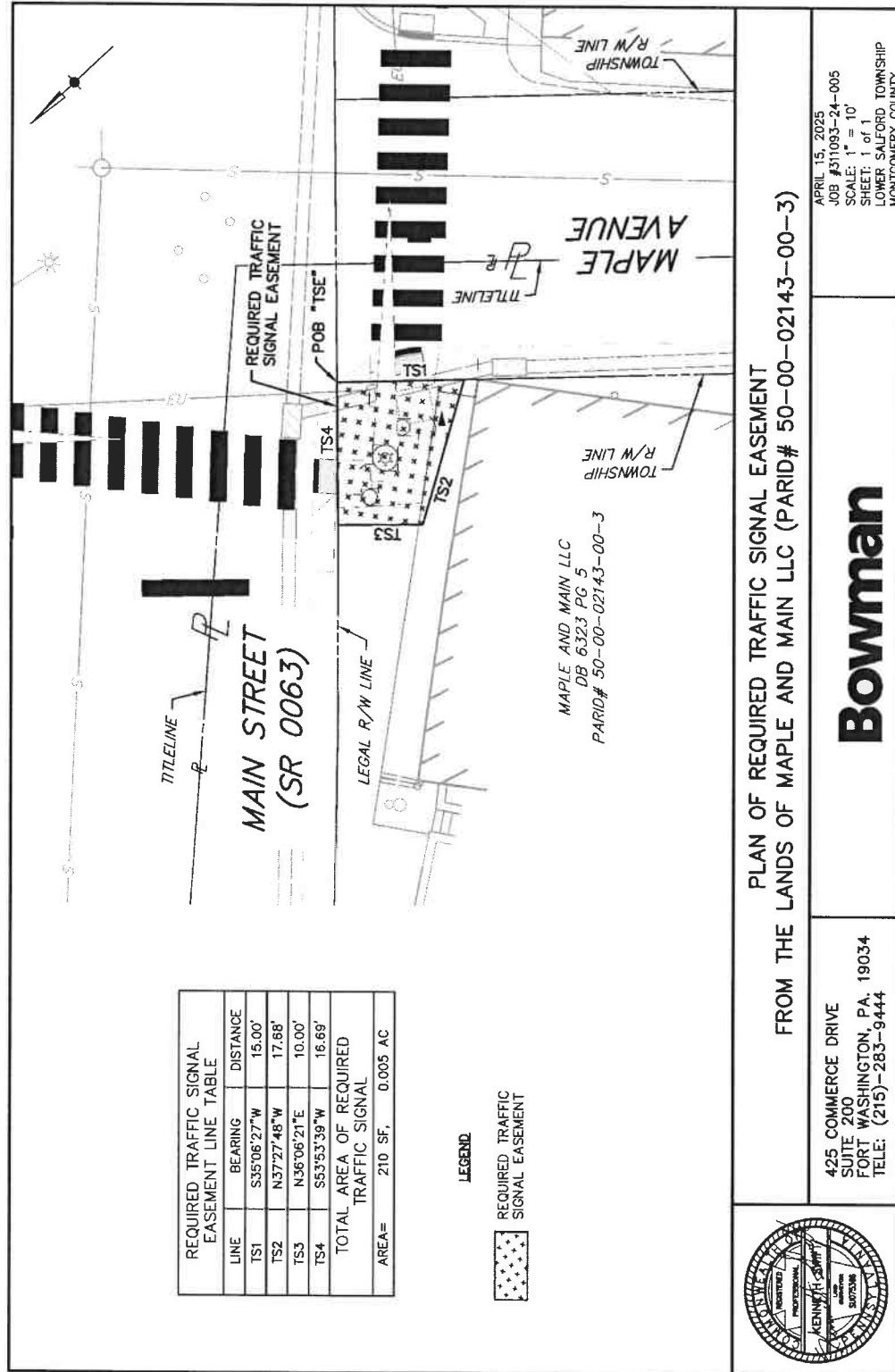


Exhibit "C"
Permanent Traffic Signal Easement Plan

Bowman

April 15, 2025

**DESCRIPTION OF REQUIRED TRAFFIC SIGNAL EASEMENT
FROM THE LANDS OF MAPLE AND MAIN LLC
(PARID# 50-00-02143-00-3)**

All that certain required pieces of land situate in the Township of Lower Salford, County of Montgomery, Commonwealth of Pennsylvania. Being part of land further described in an indenture dated the 28th day of March 2023 in Deed Book 6323 Page 5 at Norristown in the office of Recorder of Deeds of Montgomery County, Pennsylvania. Bounded and described in accordance with a plan made by Bowman, entitled "PLAN OF REQUIRED TRAFFIC SIGNAL EASEMENT FROM THE LANDS OF MAPLE AND MAIN LLC (PARID# 50-00-02143-00-3)" dated April 15, 2025, as follows to wit;

Beginning at a point of intersection along the southwesterly legal Right-of-Way line of Main Street (SR 0063) and the northwesterly township Right-of-Way line of Maple Avenue; extending thence the following four courses:

- 1) Along the northwesterly township Right-of-Way line of Maple Avenue, South 35 degrees 06 minutes 27 seconds West, a distance of 15.00 feet to a point.
- 2) Thence through the lands of Maple and Main LLC, North 37 degrees 27 minutes 48 seconds West, a distance of 17.68 feet to a point.
- 3) Thence, North 36 degrees 06 minutes 21 seconds East, a distance of 10.00 feet to a point.
- 4) Thence along the southwesterly legal Right-of-Way line of Main Street, South 53 degrees 53 minutes 39 seconds West, a distance of 16.69 feet to a point and place of beginning.

Containing 210 square feet, or 0.005 acres.



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

bowman.com

Exhibit "D"
Permanent Traffic Signal Easement Legal Description

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2025- 18

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

SBE Realty, LP 10 Schoolhouse Road Development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors
held on August 6, 2025.

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

TOWNSHIP ENGINEER REVIEW LETTER



CKS Engineers
4259 West Swamp Road, Suite 410
Doylestown, PA 18902
P: 215.340.0600
www.cksengineers.com

June 12, 2025
Ref: #4601-055

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning

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

Dear Mike:

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

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

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

I. ZONING ISSUES

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

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

EXHIBIT "A"

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

II. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

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

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

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

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

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

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

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

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

III. STORMWATER MANAGEMENT, GRADING AND EROSION CONTROL

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

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

IV. GENERAL

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

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

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

Very truly yours,
CKS ENGINEERS.
Borough Engineer


Michele A. Fountain, P.E.

MAF/klk

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

TOWNSHIP TRAFFIC ENGINEER REVIEW LETTER



June 19, 2025

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

RE: Traffic Engineering Review #2 – Traffic Generation Analysis and Preliminary/Final Land Development Plans

SBE Realty 10 (10 Schoolhouse Road)
Lower Salford Township, Montgomery County, PA
Project No. 311093-25-005

Dear Joe:

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

The following documents were reviewed as part of the submission:

- Traffic Generation Analysis – SBE Realty LP (10 Schoolhouse Road), prepared by Heinrich & Klein Associates, Inc., dated April 25, 2025.
- Transportation Impact Study Scoping Meeting Application – 10 Schoolhouse Road.
- Preliminary/Final Land Development Plans – SBE Realty LP (10 Schoolhouse Road), prepared by STA Engineering, Inc., last revised April 26, 2025.
- Response to Comments Letter – SBE Realty LP (10 Schoolhouse Road), prepared by STA Engineering, Inc., dated May 21, 2025.
- Waiver Request Letter – SBE Realty LP (10 Schoolhouse Road), prepared by STA Engineering, Inc., dated April 26, 2025.

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

General Items

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

425 Commerce Drive, Suite 200, Fort Washington, PA 19034
P: 215.263.9444
bowman.com

EXHIBIT "B"

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

Trip Generation Analysis/Transportation Impact Study Scoping Meeting Application

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

Preliminary/Final Land Development Plans

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

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

Waiver Requests

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

Applicant's Justification:

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

Bowman Response:

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

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

Applicant's Justification:

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

Bowman Response:

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

Transportation Impact Fee Assessment

In accordance with the *Lower Salford Township Impact Fee Ordinance*, the "new" weekday afternoon peak hour trip generation for the proposed site modifications will be subject to the Township's Transportation Impact Fee, since it is located in the Transportation Service Area. This area has an impact fee of \$2,946 per "new" weekday afternoon peak hour trip. Based on information provided in the trip generation analysis, the proposed site modifications are expected to generate an additional 18 "new" trips during the weekday afternoon peak hour, resulting in a transportation impact fee of \$53,064.

Mr. Joseph S. Czajkowski
June 19, 2025
211099-25-005

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

Respectfully,



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

BMJ/CED/MEE/SLB
Attachment

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

211099 - Lower Salford 211099-25-005 (TRA) - 500 Reedy 10 Schoolhouse Rd LD Rev(Engineering Correspondence Review/Municipality/2025-06-19 Review Letter #2 - 10 Schoolhouse Road.docx

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2025 - 19

Isabelle's Kitchen – 2025 Boiler Room Addition

**A RESOLUTION APPROVING A WAIVER OF
FORMAL LAND DEVELOPMENT REVIEW**

WHEREAS, ISABELLE'S KITCHEN, INC. ("Developer") is the owner and developer of a certain tract of land consisting of approximately 4.35 acres (gross) with frontage on Main Street (State Route 0063), School Lane (Township Route 382), and Kulp Road (Township Route 456) in Lower Salford Township, Montgomery County, Pennsylvania, more particularly identified as Montgomery County Tax Parcel No. 50-00-01807-00-6 (the "Property"); and

WHEREAS, the Property is improved with a 35,111 square foot food processing building, a two-story, 1,884 square foot office building, a two-story, 1,657 square foot mixed-use building containing an office and a second-floor apartment, and a 2,624 square foot, unenclosed, pavilion garage, and a 1,248 square foot masonry building attached to the pavilion garage; and

WHEREAS, Developer received an earlier Waiver of Land Development from the Lower Salford Board of Supervisors for multiple additions, including a 1,334 square foot food processing building addition, a 2,100 square foot warehouse addition, and a 378 square foot warehouse addition to the food processing building pursuant to Resolution 2023-30, dated November 1, 2023; and

WHEREAS, the Property is located within the VC Village Commercial Zoning District and is used as a food processing facility with warehouse; and

WHEREAS, the Developer proposes the construction of an 850 square foot boiler room addition to the southeast corner of the existing food processing building with associated improvements to the sidewalk and modifications to existing parking areas on the Property necessitated by the construction of the boiler room addition (the “Development”); and

WHEREAS, the Development is more particularly shown on plans prepared by Richard C. Mast Associates, P.C., consisting of three (3) sheets, dated April 23, 2025, bearing no revisions (the “Plans”); and

WHEREAS, Developer has submitted the Plans to the Township in conjunction with a request for a waiver of formal land development review of the Development by the Township; and

WHEREAS, the Board of Supervisors of Lower Salford Township is willing to waive formal land development review of the Plans, provided certain conditions are met.

NOW, THEREFORE, BE IT RESOLVED that the Lower Salford Township Board of Supervisors hereby grants Developer a waiver of formal land development review by the Township of the Plans, subject to the following conditions:

1. The Plans shall be recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania.

2. Prior to recording the Plans and receipt of a building permit for the Development, the Developer shall revise the Plans to resolve to the satisfaction of the Township Engineer any and all comments contained in the review letter from the Township Engineer dated June 13, 2025, a true and correct copy of which is attached hereto as Exhibit "A".

3. Prior to recording the Plans and receipt of a building permit for the Development, the Developer shall enter into a Land Development Agreement (“Agreement”) with Lower Salford Township. The Agreement shall be satisfactory to the Township Solicitor and the Developer shall obligate itself to complete all of the improvements shown on the Plans. Upon Developer’s

resubmission of the Plans to resolve all of the issues in the Township Engineer's review letter attached hereto, the Township Engineer shall determine whether the Developer shall post financial security to secure the completion of certain required improvements as required by the Pennsylvania Municipalities Planning Code. In the event that financial security is required, the Developer shall post financial security in a form satisfactory to the Township Solicitor in accordance with the Pennsylvania Municipalities Planning Code and pursuant to the terms and conditions of the Agreement.

4. Prior to recording the Plans and receipt of a building permit for the Development, Developer shall provide the Township with all required approvals from any outside agencies having jurisdiction over the Development, including, but not limited to: the Montgomery County Conservation District, the Pennsylvania Department of Environmental Protection, PennDOT and the Lower Salford Township Authority.

5. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Resolution.

6. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Proposed Plan, and this Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.

7. The Developer shall obtain a building permit for the Development within one (1) year of the date of this Approval.

8. Failure to comply with the conditions of this Resolution shall subject the Development to a full land development review and analysis by the Township.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors
held on August 6, 2025.

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

TOWNSHIP ENGINEER REVIEW LETTER



CKS Engineers
4259 West Swamp Road, Suite 410
Doylestown, PA 18902
P: 215 340 0600
www.cksengineers.com

June 13, 2025
Ref: #4601-104

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning
Reference: Isabelle's Kitchen, Inc. – 417-419 Main Street
Proposed Boiler Room Addition
Waiver of Land Development Request
Parcel No. 50-00-01807-00-6

Dear Mike:

We have performed a review of the request for a Waiver of Land Development for Isabelle's Kitchen, Inc. located at 417-419 Main Street. The plan consists of three (3) sheets prepared by Richard C. Mast Associates, P.C. and is dated April 23, 2025, with no revisions. The site consists of approximately 4.35 acres (gross) of land and has frontage on Main Street (SR 0063), School Lane (T-382), and Kulp Road (T-456) within the VC Village Commercial Zoning District. The plans propose improvements at the southeast corner of the current food processing building to provide for a new boiler room. The work will include removal of 242 sq. ft. of concrete area, 1,276 sq. ft. of paved area, construction of an 850-sq.-ft. building addition, and partial restriping of the existing parking area adjacent to the addition.

The lot also contains a two-story, 1,884-sq.-ft. footprint office building, a two-story, 1,657-sq.-ft. footprint mixed-use building with office space and a second floor apartment, and a 2,624-sq.-ft. unenclosed pavilion maintenance garage with a 1,248-sq.-ft. enclosed portion, all to remain unchanged. This site was subject of a previous Waiver of Land Development authorized by the Board of Supervisors pursuant to Resolution 2023-30 on November 1, 2023 for multiple additions, including a 1,334-sf food processing addition, a 2,100-sf warehouse addition, and a 378-sf warehouse addition to the food processing building.

We offer the following comments for consideration by Township Officials:

1. The existing and proposed use of the one-story building, food processing facility, is an allowable conditional use in the VC – Village Commercial Zoning District provided that no offensive odors are discernable at any lot boundary line. The Township Zoning Officer should determine if expansion of the food processing area necessitates a conditional use application and hearing before the Board of Supervisors. (164-70.2.B.18)

EXHIBIT "A"

2. The existing uses of the two, two-story buildings: offices and apartment, and commercial accessory building (pavilion with enclosed portion) are permitted by-right in the VC-Village Commercial Zoning District and will not be altered or modified by this proposal. (164-70.2.A.4, 164-70.2.A.5 and 164-70.2.A.12).
3. The November 22, 2024 letter from the applicant's counsel states that a prior revision to the classification of Main Street resulted in an ultimate right-of-way which made the food processing building non-conforming with regard to its front setback. However, the proposed addition increases the degree of non-conformity as the boiler room addition extends towards Main Street, further encroaching within the setback.

For conditional uses in the VC Zoning District, additional buildings may be erected upon the same lot as an existing or reconstructed principal building, provided that the lot has sufficient area to permit such buildings to conform in all respects to the requirements of the zoning district. While impervious coverage of the site remains unchanged, the horizontal dimension of the food processing building measured perpendicular to Main Street is increased as a result of the boiler room addition. (164-70.3.B.3 and 164-70.5.A.2.a.1)

4. The proposed boiler room is shown within an existing 24-ft.-wide common access easement for adjacent parcels. The extinguishment of the easement or the relocation of the easement must be shown and a revised agreement recorded.
5. The as-built area of the food processing building must be confirmed. The plans list a total area of 39,158 sq. ft.; however, the prior additions authorized by a Waiver of Land Development approved a building area of 38,923 sq. ft., 235 sq. ft. less than is currently stated. Additionally, the former 378-sq.-ft. warehouse addition proposed in the prior Waiver of Land Development does not appear to have been constructed. The status of this addition must be discussed with the Township.
6. The building area conflict noted in no. 5 above must be considered when tabulating required off-street parking. Per the Parking Calculations on Sheet 1, the food processing use's light industry area is 19,567 sq. ft. and the warehouse area is 23,063 sq. ft., which totals 42,630 sq. ft. This area does not agree with the building areas shown on the plans. The prior land development required 79 parking spaces, while the Parking Calculations table now notes only 75 spaces are required. (164-99)
7. The applicant must indicate if there will be any outdoor lighting proposed as part of the building addition. If so, the type and location of luminaires, plus their illumination levels, shall be shown on the plan. (164-25.2)
8. The prior Waiver of Land Development allowed for the deferral of required landscaping and sidewalk along street frontages (where no sidewalk presently exists) to a time where the Township deems such sidewalk and landscaping are necessary. The language of a prior note summarizing this deferral is retained in General Note 10 on Sheet 1. The Township must determine if continued deferral of such improvements is acceptable at this time. (142-41 and 142-42)

9. The limit of disturbance for this plan should differentiate between prior authorizations as Phase 1 improvements and the current addition as Phase 2, so as to clarify the limits of work.
10. The plans call for an exterior concrete ramp adjacent to the boiler room addition. The applicant must clarify if this will be used as a service ramp for vehicular or equipment access to the boiler room. The plan does not specify an overhead or man door at the exterior wall abutting the ramp; however, it aligns partially with the ADA parking space, which may encumber access if a vehicle is parked. The applicant may wish to consider providing gore striping at the ramp surface and signage indicating "No Loading/Unloading". (164-70.5.H.2)
11. The proposed radii of the parking island to be modified at the eastern end of the row of five parking spaces must be noted on the plan. It appears that the curve is to be less than five feet. The proposed radii must be listed and be a minimum of 5 ft.
12. The available width of the driveway aisle to remain between the southwest corner of the addition and the modified parking island curb radius must be dimensioned on the plan. A minimum of 24 feet is required. (142-36.F)
13. The cross slope, running slope, and spot elevations at the upper and lower landings of the proposed concrete ramp must be shown on the plan.
14. A typical detail for the ramp railing must be provided. If it is to be part of an accessible route, the railing shall be compliant with ADA standards.
15. A truck turning template for the largest vehicle expected to use the parking lot adjacent to the addition must be provided.
16. The proposed location(s) of roof drainage for the addition must be depicted. We recommend all stormwater be directed to inlets A4 and/or A5 via underground piping, where feasible.
17. The disposition of the existing water line which extends into the food processing building must be clarified. If the new boiler room addition will be constructed above the water line, we recommend it be relocated or the plans demonstrate that it will not be impacted by the proposed work.
18. It appears there may be a fire department connection to the building located in the area of the boiler room addition. The Fire Marshal must review and approve the plans and any proposed relocation of connection infrastructure for use by fire department personnel.
19. The Township may consider requiring approval of this Waiver of Land Development, conditioned upon our office certifying that the road widening, sidewalk extension, ADA curb ramp, and crosswalk at School Lane required as part of the 2024 Waiver of Land Development are complete. The final cartway wearing course, existing trail detectable

warning surface, crosswalk striping, and pedestrian crossing signage have not been completed.

20. The plan shows an 18-ft. common driveway easement that was to be extinguished with land development plans recorded in 1999. If extinguished, the easement should be removed from the plan.
21. We recommend the proposed plan be recorded at the Montgomery County Recorder of Deeds and an as-built plan be furnished to the Township upon completion of the requested improvements.

Very truly yours,
CKS ENGINEERS
Township Engineers



Michele A. Fountain, P.E.

MAF/klk

cc: Board of Supervisors (5) (via email)
Planning Commission (7) (via email)
Joseph Czakowski, Township Manager (via email)
LST Staff (3) (via email)
James Garrity, Esq., Lower Salford Township Solicitor (via email)
Andrew Friemuth, Esq., Wisler Pearlstein, LLP (via email)
LSTA (4) (via email)
Claire Warner, MCPC (via email)
Christen G. Pionzio, Esq., HRMM&L (via email)
Isabelle's Kitchen, Inc., Owner (via email)
Rick Mast, P.E., RCMA Associates, P.C. (via email)
File

LOWER SALFORD TOWNSHIP
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2025 - 20

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
LOWER SALFORD TOWNSHIP, MONTGOMERY
COUNTY, PENNSYLVANIA, ESTABLISHING
PROCEDURES FOR REVIEWING OPEN SPACE
PROPERTY INTERESTS FOR ACQUISITION BY THE
TOWNSHIP IN ACCORDANCE WITH THE OPEN SPACE
LAND ACQUISITION AND PRESERVATION ACT, 32 P.S.
§ 5001 *ET SEQ.***

WHEREAS, the Open Space Land Acquisition and Preservation Act, 32 P.S. § 5001 *et seq.* (the "Act") requires a local government to establish, by ordinance or resolution, procedures to follow in connection with the acquisition of open space property interests; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Lower Salford Township (the "Township") hereby adopts the following procedures in accordance with the requirements of the Act:

1. The following procedures are hereby established and shall be observed by the Township when reviewing open space property interests considered for acquisition by the Township, for rating the relative desirability of interests in particular parcels, and for establishing the price it will pay for said interests.

A. When an interest in open space property is offered to the Township for acquisition, or otherwise comes to the attention of the Board of Supervisors for acquisition by the Township, the Township Secretary shall complete the Criteria for Evaluation of Property attached hereto as Exhibit "A" for the subject property and submit it to the Board for its review. Exhibit "A" sets forth the present criteria, but may be amended by the Board by resolution from time to time.

B. The Board of Supervisors shall determine if the acquisition is within the expressly permitted purposes set forth in the Open Space Lands Acquisition and Preservation Act, 32 P.S. § 5001 *et seq.* and as authorized by the referendum, i.e., to preserve and protect farmlands, parklands and natural, historic and scenic resources, and to otherwise secure open space benefits.

C. Based upon the criteria for evaluation of property, if the Board of Supervisors determines that the subject property is desirable for acquisition, then the Board of Supervisors shall obtain at least one appraisal of the subject property by a person authorized to perform an appraisal under the Real Estate Appraisers Certification Act, 63 P.S. § 457.1 *et seq.*, and the Board may, but is not obligated to, require that an environmental impact statement be

prepared, indicating the potential liability of the Township for any environmental problems associated with the property to be purchased. The person making the appraisal shall not be interested directly or indirectly in any aspect of the sale of the property.

D. The price paid by the Township for the purchase of the property interest shall not exceed the price established by the appraisal, in accordance with the requirements of the Pennsylvania Second-Class Township Code 53 P.S. § 65101.

E. The property shall be designated for open space uses in a resource, recreation or land use plan recommended by the Township Planning Commission and adopted by the Board of Supervisors.

F. A public hearing shall be held before any property interests may be acquired. Notice must be given to all owners of said interests in real property and to any local government unit in which land is situate. At the hearing, the Township shall set forth the interests to be taken and their proposed open space benefits. At the hearing, persons and municipalities affected by the proposed acquisition of interests shall have an opportunity to present relevant evidence.

G. The Board of Supervisors, in its discretion, may authorize the establishment of a program to purchase open space property interests on an installment or other deferred basis. The Township's obligation to make payments on such basis shall not be subject to the requirements of § 602(b) or (c) of the Local Government Unit Debt Act. A landowner who enters into an installment agreement with a local government unit shall receive, in addition to the selling price, interest in an amount or at a rate set forth in the purchase agreement.

H. If transferable development rights are acquired by the Township, they may be disposed of in any manner recommended by the Township Planning Commission and adopted by the Board of Supervisors.

I. The purchase agreement, the deed, the deed of transferable development rights, restrictive covenants and/or conservation easements, as applicable, shall be suitable in form and substance to the Township Solicitor, and shall comply with all applicable provisions of the Township Zoning Ordinance.

J. When the Township acquires an interest in real property, it shall establish and maintain a repository of records of the interests in real property acquired. It shall also record each interest in real property acquired by it in the office of the Recorder of Deeds.

K. The Township shall submit to the school district within which the property is located a copy of the deed reflecting the open space property interest acquisition certified by the County Recorder of Deeds.

APPROVED this ____ day of _____, 2025, by the Board of Supervisors of Lower Salford Township.

LOWER SALFORD TOWNSHIP

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

Attest: _____
Joseph S. Czajkowski, Secretary

Exhibit "A"

Criteria for Evaluation of Property

Date: _____ Project No.: _____

Landowner(s): _____

Address: _____

UPI/Parcel #: _____

Phone: _____

Date submitted: _____

Annual tax revenue: _____ Appraised value: _____

CURRENT RISK OF SALE

___ Low ___ Medium ___ High

FARMING VIABILITY

Currently farmed: ___ Yes ___ No

Soil quality: ___ Class I or II ___ Class III or IV

Agricultural Security Area: ___ Yes ___ No

Willing to apply: ___ Yes ___ No

State Agricultural Conservation Easement Potential: ___ Low ___ Medium ___ High

LOCATION

Contiguous to working farm: ___ Yes ___ No

Nearest working farm: _____

Contiguous to Open Space: ___ Yes ___ No

Nearest protected property: _____

Close to other properties under consideration: ___ Yes ___ No

Contiguous to Historical site: ___ Yes ___ No

SIZE- ACREAGE _____

Entire property under consideration: ☐ Yes ☐ No

Portion of property to be considered: _____

DEVELOPMENT AND ZONING

Zoning District: _____

Proximity to Development: ☐ Adjacent ☐ Nearby ☐ Distant

Development pressure: ☐ Low ☐ Medium ☐ High

Public road frontage/access: ☐ Low ☐ Medium ☐ High

Suitable/desirable for development: ☐ Low ☐ Medium ☐ High

LIFE QUALITY AND ENVIRONMENTAL SIGNIFICANCE

Historical significance of site: ☐ Low ☐ Medium ☐ High

Historical significance of building(s): ☐ Low ☐ Medium ☐ High

Scenic view:

Vistas-on site: ☐ Yes ☐ No

Other features: ☐ Yes ☐ No

Natural features:

Watershed area: ☐ Yes ☐ No

Wetlands: ☐ Yes ☐ No

☐ Stream ☐ Pond ☐ Floodplain ☐ Other

County Natural resource priority: ☐ Yes ☐ No

If yes, describe: _____

Woodlands: ☐ Yes ☐ No

Topography: ☐ Hilltop ☐ Ridge ☐ Valley ☐ Steep slopes ☐ Lowland

Geologic features: _____

RECREATIONAL POTENTIAL

Suitable for active recreation: ☐ Yes ☐ No

Landowner willingness: ___Low ___Medium ___High

Linkage with: _____

Potential use: _____

Suitable for passive recreation: ___Yes ___No

Landowner willingness: ___Low ___Medium ___High

Linkage with: _____

Potential use: _____

COMMENTS (e.g., Landowner objectives, other considerations)

RECCOMENDATION:

- ___ Restrictive Covenants
- ___ Conservation Easements
- ___ Transferable Development Rights
- ___ Outright Land Purchase
- ___ Installment Sale
- ___ Other (see below Discussion)

DISCUSSION

APPROXIMATE COST OF RESOLUTION: \$ _____

Funding source: ___Township ___County ___Other

Prepared By: _____

Title: _____

Date: _____

Supervisor: _____

Date: _____

Treasurer: _____

Date: _____



July 14, 2025

Lower Salford Township
379 Main Street
Harleysville, PA 19438

RE: Montgomery County Consortium – Heating Oil Bid

Enclosed, please find the following documents relating to the Montgomery County Consortium, Heating Oil Bid for 8/1/25 – 7/31/26.

Certificate of Insurance naming Lower Salford Township as Certificate Holder
Performance Bond for your records
Contract for Execution

- Please sign, keep a copy for your records, and return original in the envelope provided

Thank you in advance. We look forward to providing you with fuel delivery services.

Heather J. Rineer

Brand Manager / Employee-Owner

CONTRACT

THIS CONTRACT is dated as of the 2 day of July in the year 2025 by and between
TOWNSHIP OF LOWER SALFORD (hereinafter called OWNER) and
Jerome H. Rhoads, Inc. d/b/a Rhoads Energy (hereinafter
called CONTRACTOR.)

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

Article 1. GOODS.

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

Average Posted Price in the US EIA Average

No. 2 Fuel Oil

Publication Date: April 14, 2025: \$ 3.2480

Plus delivery, and so forth of: +\$ 0.4175

= \$ 3.6655

(per gallon)

10,000 gals. X Unit Bid Price \$3.6655 = \$ 36,655.00
(Total Bid Amount)

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

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

See Exhibit C in bid documents

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

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

Article 2. CONTRACT TERM.

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

Article 3. CONTRACT PRICE/PAYMENT PROCEDURES.

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

Article 4. PERFORMANCE BOND.

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

Article 5. CONTRACTOR'S REPRESENTATIONS.

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

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

Article 6. CONTRACT DOCUMENTS.

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

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

Article 7. MISCELLANEOUS.

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

Signatures required on the following page

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

OWNER
TOWNSHIP OF LOWER SALFORD

By: _____

Date: _____

ATTEST: _____

Address for giving notices: 379 Main St. Harleysville, PA 19438

CONTRACTOR Rhoads Energy

Date: 7/3/25

By: Nate DeBerdine
Nate DeBerdine, Vice President

Attest: Joshua Green

Address for giving notices:

205 Hazel St. Lancaster PA 17603

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David R. BRADBURY, Milaila JOHNSON, Carrie SQUIBBS of Lancaster, Pennsylvania**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 02nd day of June, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 02nd day of June, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of July, 2025.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond No. LPM9477628

SUPPLY/MISCELLANEOUS BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, Jerome H. Rhoads, Inc. d/b/a Rhoads Energy
as Principal (hereinafter called "Principal" and Fidelity and Deposit Company of Maryland, a corporation of
the State of Illinois with its Home Office in the City of Schaumburg, IL
and duly authorized and licensed to do business in the State of Commonwealth of Pennsylvania, as Surety
(hereinafter called "Surety"), as Surety, are held and firmly bound unto the
Lower Salford Township (hereinafter called Obligee), in the penal sum of
Thirty-Six Thousand Six Hundred Fifty-Five and 00/100
Dollars (\$ 36,655.00), to the payment of which we bind ourselves, heirs, executors, and assigns,
jointly and severally, by these presents.

Signed, sealed and dated this 10th day of July, 2025

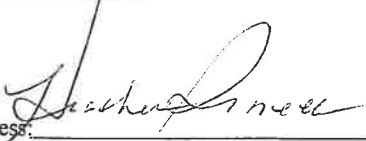
WHEREAS, the Principal has entered into a certain written agreement dated the 2nd day of
July, 2025, with the Obligee for
Lower Salford Township

No. 2 Heating Fuel Oil for Montgomery County Consortium of Communities - 10,000 Gallons

Contract Period: August 1, 2025 - July 31, 2026

which agreement is or may be attached hereto for reference.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform and
carry out the covenants, terms, and conditions of said agreement then this obligation shall be void, otherwise to remain in
full force and effect.

Witness: 

PRINCIPAL: Jerome H. Rhoads, Inc. d/b/a Rhoads Energy

 (Seal)

____ (Seal)

(IF INDIVIDUAL OR FIRM)

____ (Seal)

____ (Seal)

ATTEST: _____

Fidelity and Deposit Company of Maryland

BY: 
Mikaila Johnson, Attorney In Fact

(IF CORPORATION)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First National Insurance Agency, LLC 626 Washington Place Pittsburgh PA 15219	CONTACT NAME: PHONE (A/C, No, Ext): 800-252-4850 E-MAIL ADDRESS: info@fnb-corp.com FAX (A/C, No): 412-231-0249
INSURED Jerome H. Rhoads, Inc Lapex LLC 205 Hazel Street Lancaster PA 17603	INSURER(S) AFFORDING COVERAGE INSURER A: Houston Specialty Ins Co INSURER B: Imperium Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12936 35408

COVERAGES**CERTIFICATE NUMBER:** 480212914**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ECAP1-HS-GL-000312-02	3/8/2025	3/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Garagekeeper			ECAP1-IIC-CA-000312-02	3/8/2025	3/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GarageKeepers \$ \$225,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ECAP1-HS-CX-000312-02	3/8/2025	3/8/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Business Auto Coverage includes Pollution Liability via the CA 99 48, Pollution Liability - Broadened Coverage for Covered Autos. Business Auto Policy includes the MCS-90 Endorsement.

Lower Salford Township is listed as additional insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Lower Salford Township 379 Main Street Harleysville PA 19438	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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Harleysville Area Emergency
Medical Service, Inc.
DBA Freedom Valley Medical Rescue

BYLAWS

Revised and Adopted

July ____, 2025

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ARTICLE I: NAME

The name of this Pennsylvania non-profit corporation is Harleysville Area Emergency Medical Service, Inc. DBA Freedom Valley Medical Rescue hereinafter referred to as the “COMPANY.”

ARTICLE II: PURPOSE

SECTION 1:

The purpose of this COMPANY shall be to supply and provide:

- A. Emergency ambulance first aid, emergency, and medical rescue services to and for all persons desiring or requiring the same within the first-due area or other dispatched or mutual aid areas of the COMPANY, particularly designated areas of Lower Salford and Limerick Townships (the “Founding Townships”) in accordance with a certain Intermunicipal Emergency Medical Services Agreement dated December 5, 2023, attached hereto and made apart hereof as Appendix “A” (“IEMSA”). To the extent these Bylaws conflict with the terms of the IEMSA, the IEMSA shall control. COMPANY may not further amend the Bylaws to repeal or amend such provisions without the prior written consent of Founding Townships. Within 30 days of any approved amendment to the Bylaws, COMPANY shall provide Founding Townships with copies of the amended Bylaws, showing compliance with the requirements of the IEMSA and any state or federal law applicable to the terms and conditions of the IEMSA.
- B. To supply and provide non-emergency medical transport to all persons requiring such services, and to acquire and hold property, equipment and other paraphernalia to be used in the furthering of the COMPANY purpose.
- C. To perform such other acts that may aid in the health and/or welfare of the people served by the COMPANY.

SECTION 2:

We see our purpose, further, as giving loving, caring service to our fellow citizens with respect and with high moral and ethical standards, and within all applicable laws, rules, regulations and professional standards. Though our best efforts may not always be successful in restoring full health and physical condition, we seek to provide the best possible, most appropriate care by trained personnel, under the circumstances of the patient’s condition.

SECTION 3:

The COMPANY does not contemplate any pecuniary gain or profit, incident, or otherwise to any of its members. It is the intent of the incorporators and the membership that this COMPANY shall promote social welfare and carry out the purpose set forth in Sections 1 and 2 herein above.

SECTION 4: Compliance

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The COMPANY is committed to establishing a culture that promotes prevention, detection and resolution of instances of conduct that do not conform to federal and state law, and federal, state, and private payor health care program requirements, as well as the COMPANY's ethical and business policies and practices.

SECTION 5: Non-Limitation of Purpose

The Bylaws do not limit or restrict the activities, powers, or authority of the COMPANY to deal with people, nor are they restricted to stated purposes not specifically mentioned, provided, however, that the COMPANY shall not engage in activities that would disqualify it as a nonprofit corporation under the Pennsylvania Nonprofit Corporation Law, or any subsequent version thereof, or as an exempt COMPANY under the federal Internal Revenue Code.

ARTICLE III: OFFICE

The registered office of the COMPANY shall be in 309 Main Street Harleysville PA 19438 until otherwise established by a vote of a majority of the Board of Directors (the "Board"). The COMPANY shall have the authority to maintain offices, mailing addresses and facilities at other locations within the Commonwealth of Pennsylvania, as the operation of the COMPANY requires.

ARTICLE IV: BOARD OF DIRECTORS

SECTION 1: Management

All powers, business and affairs of the COMPANY shall be conducted and managed by the Board of Directors, to the fullest extent permissible by law, and the property, business and affairs of the COMPANY shall be managed under the Board of Directors' direction as aforesaid and in accordance with the terms and conditions of the IEMSA, as amended and/or replaced from time to time.

The Board of Directors shall have the full power and authority to create and prescribe rules and policies for the COMPANY and to appoint employees for the management of the COMPANY.

The Board of Directors is the official legislative body responsible for adopting rules, regulations, policies, guidelines and taking other action for the direction of the business and affairs of the COMPANY, including business, financial and the provision of emergency medical and other services to patients and the community, on behalf of the COMPANY.

SECTION 2: Duties

It shall be the duty of the Board of Directors to exercise the general supervision of all activities and property of the COMPANY and to take all action necessary to protect the assets of the COMPANY to the fullest extent permitted by law.

SECTION 3: Qualifications for and Numbers of Directors

The Board of Directors which shall consist of a minimum of seven (7) and maximum of fifteen (15) individuals as may be determined from time to time by Board election. Each Director shall be an individual who is at least 18 years of age. The Founding Townships shall at all times be equally represented on the Board and the total representation of Founding Townships shall at no time be comprised of less than 60% of the Board of Directors. The Municipal Advisory Committee ("MAC") (as fully defined in Section X.2.D.) shall appoint one (1) individual to serve on the Board of Directors as a non-voting member. The remaining persons (at least four of whom must be members of the Communities served) shall be recommended by the Governance Committee and approved by the Board. Board appointments shall be made in order to maintain the minimum amount of Board of Directors as required.

The Board of Directors may set the qualifications for appointees from time to time as the needs of the COMPANY shall require. All Directors should be appointed on the basis of their demonstrated awareness of the purposes and needs of the COMPANY as they relate to the needs of the community. Directors must be committed to serving all segments of the community and possess the qualities of honesty, integrity, and justice. They must be conscientious in carrying out their duties and owe a fiduciary duty to the COMPANY. When recruiting candidates for Director, the Governance Committee should consider individuals from the communities served by the COMPANY who have specialized experience or education related to the purposes of the COMPANY to include without limitation, individuals from fields of healthcare, governmental administration, finance, accounting, law, local businesses, emergency management, education, and public safety. Employees of the COMPANY may not serve as a Director.

SECTION 4: Term of Office

Each Director shall hold office for three (3) years and until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation, or removal. The Board shall be classified into three (3) groups whose terms shall be staggered so that only one group of Directors shall be appointed at the annual meeting of the Directors.

SECTION 5: Resignation or Removal of Officers or Directors and Attendance Requirements

- A. **Resignation.** An officer or Director of the COMPANY may resign at any time by tendering his resignation in writing to the President, Vice- President, Secretary, or Treasurer of the Board. The resignation becomes effective immediately upon receipt by such officer.
- B. **Removal.** The Board of Directors may remove any officer or Director with or without cause at any time by a majority vote of disinterested directors who are present at the meeting at which such a vote is taken, whenever the best interests of the Company will be served by such removal.
- C. **Effect.** Resignation or removal as an officer shall also constitute resignation or removal as a Director unless the specific resignation or removal states otherwise. Resignation or removal as a Director shall also constitute resignation or removal as an Officer.

SECTION 6: Vacancies on the Board

Vacancies in the Board of Directors' positions may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum. Vacancies occurring by reason of the death,

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resignation or removal of Directors shall be filled by a vote of the Directors, and such person shall hold office for the unexpired term of his predecessor.

SECTION 7: Compensation of Officers, Directors and Committee Chairs

Officers, Directors and Committee Chairs shall serve without compensation. However, nothing in these Bylaws shall be construed to preclude any Officer, Director, or Committee Chair from receiving compensation from the COMPANY for other services actually rendered or for actual expenses incurred as part of their corporate duties.

ARTICLE V: MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1: Annual, Regular, and Special Meetings of the Board

- A. **Annual Meetings.** The Annual Meeting of the Board of Directors shall be held on the 3rd Thursday of January at 6:30 PM at the registered office of the COMPANY or an alternate time and place designated by the Board each year for the appointment of any Officers and for the transaction of such other business that may properly come before the meeting.
- B. **Regular Meetings.** Regular meetings of the Board of Directors shall be on the third (3rd) Thursday of each month at 6:30 P.M. unless otherwise changed by the President in writing to each individual Director at least three (3) days in advance specifying the date, time and place of the regular meeting.
- C. **Special Meetings.** Special meetings of the Board of Directors may be called for any reason by the President, the Vice-President, Secretary, or the Treasurer or by two or more of the directors. Notice of each such special meeting shall be provided to each member of the Board electronically, by telephone, or in writing at least 48 hours in advance of the time at which the meeting is to be held. Every such notice shall state the time, date, place, and purpose of the special meeting. No other business of the COMPANY may be transacted at the special meeting other than that for which the meeting was called. Special meetings of the Board shall be considered closed to the persons not a member of the Board unless invited by President or the individual(s) who called the meeting.

SECTION 3: Quorum, Manner of Acting, and Adjournment

Except as otherwise provided in these Bylaws, a quorum of fifty percent (50%) of appointed directors must be present at all regular and special meetings of the Board of Directors in order to conduct any business at hand. Any action which may be taken at a meeting of the Board of Directors shall have the consent of a majority of those Board members who are present and voting at the meeting. In the absence of a quorum, a majority of Board members present, and voting may adjourn the meeting from time to time until a quorum is present. After a quorum has been established, the subsequent withdrawal of Board members from the meeting so as to reduce the number of Directors present to fewer than the number required for a quorum shall not affect the validity of any action taken by the Board at the meeting or any adjournment thereof. A majority of Directors present, whether or not a quorum exists, may adjourn the meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the

Directors who are not present at the time of the adjournment.

SECTION 4: Minutes

Minutes of each meeting of the Board of Directors, and all committees of the Board of Directors shall be taken by the Secretary or their designee and be disseminated to each Director as soon as practicable after the conclusion of the meeting.

SECTION 5: Proxy Voting

Proxy voting is not permitted.

SECTION 6: Attendance Requirements

Directors are expected to attend and participate in Board of Directors meeting unless unavoidably prevented from doing so. Members of the Board of Directors missing three (3) Director's regular meetings in one calendar year, other than for attendance at COMPANY related activities, or for other reasons deemed valid by the Board of Directors, may be considered for removal by the Board of Directors.

SECTION 7: Teleconference Meetings

In-person meetings are preferred however, should the need arise, meetings may be conducted virtually through online medium such as Zoom or equivalent or by teleconference at the discretion of the Executive Committee. Additionally, at the discretion of the Board members in attendance any Director may be afforded the opportunity to participate in a meeting of the Board by means of a conference telephone or video conferencing or similar communications equipment by which all persons participating in the meeting can, at a minimum, hear each other.

ARTICLE VI: OFFICERS

SECTION 1: Officers

The officers of the COMPANY shall consist of a President, a Vice-President, a Secretary, a Treasurer, and any such other officers as the Board shall deem advisable. The President, the Vice-President, the Secretary, and the Treasurer shall be derived from the Board of Directors and the individuals serving in these positions shall be determined by the Board of Directors.

SECTION 2: Election and Term of Office:

The officers of the COMPANY shall be elected annually by the Board, and each such officer shall hold his office until the next annual meeting of the Board and until a successor shall have been elected and qualified, or until the earlier death, resignation, or removal.

SECTION 3: Duties of Officers

A. **President.** The President shall preside at all meetings of the membership and the Board of Directors, preserve order at meetings, carry out Resolutions of the membership and the Board of Directors, is responsible for overseeing the management of the affairs of the

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COMPANY, and appointing committees as necessary. The President shall not vote on any questions unless there is a tie, and then he shall cast the deciding vote. The President shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the COMPANY. He/She may also co-sign all drafts, checks, notes and orders for the payment of money which have been duly authorized by the Board of Directors and counter-signed by at least one other person as may be designated by the Board of Directors from time to time. They shall have such other duties and responsibilities as shall be delegated to him by these Bylaws and by the Board of Directors from time to time.

- B. **Vice-President.** The Vice-President shall, in the absence of, or inability or refusal to act of the President, perform the duties of the President during such absence or inability or refusal to act. In the event of the death, resignation, or removal of the President, the Vice-President shall automatically become the President for the unexpired term, and the Board shall appoint a new Vice- President for the unexpired term. The Vice-President shall perform such other duties as shall be assigned to them by the President or by the Board of Directors from time to time.
- C. **Secretary.** The Secretary shall ensure that minutes are properly kept of all meetings of the Board of Directors, membership, and committees. The Secretary is in charge of ensuring that all such minutes are distributed to the appropriate persons as soon as practicable after the meeting. The Secretary shall ensure that all notices for the COMPANY that have been authorized by the Board of Directors are properly served. The Secretary shall ensure that all books, records, and the seal of the COMPANY are properly maintained and shall ensure that, at the end of their term, all of the COMPANY's books, records, and the seal are turned over in good condition to his successor. The Secretary and/or the Board of Directors may delegate any or all of the duties to another person(s) within their/its discretion, and upon the approval of the Board of Directors.
- D. **Treasurer.** The Treasurer shall ensure that a true and accurate accounting of the financial transactions of the COMPANY is made and that such accounting is presented to and made available to the members of the Board of Directors and the members of the COMPANY. The Treasurer shall oversee the care and custody of all of the funds and securities of the COMPANY and shall ensure that said funds are deposited in the name of the COMPANY into such accounts as the Board of Directors may from time to time authorize and determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the COMPANY when counter-signed by the President. The Treasurer may also sign checks, drafts, notes, and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President and/or such other persons as may be designated by the Board of Directors from time to time. The Treasurer and/or their designee, with oversight and approval from the rest of the Board of Directors, is in charge of seeing that information returns (990s) are completed and filed with the federal Internal Revenue Service and to learn about, become aware of and comply with other possible local, state and federal charitable, nonprofit, and/or corporate filing obligations.

SECTION 4: One Office at a Time

No Board member may hold more than one of the officer positions set forth in these Bylaws at the same time with the exception of the Secretary and Treasurer positions, which may be held by the same individual as approved by the Board.

SECTION 5: Officers' Fidelity Bonds

The COMPANY may secure the fidelity of any or all of its officers and other such persons as the Board may designate by bond, insurance for liability, theft, malfeasance or fidelity or otherwise for the faithful discharge of his/her duties, in such sum, and with such surety or sureties as the Board shall require.

SECTION 6: Subordinate Officers and Agents

The Board may, from time to time, appoint such other officers and appoint such other agents and hire such employees as the business of the COMPANY may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. The Board may delegate to any officer or committee the power to elect subordinate officers and to retrain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees, or other agents.

SECTION 7: Executive Director

The Board of Directors has the authority to hire an employee entitled the Executive Director, who serves at the pleasure of the Board of Directors. The Executive Director shall have general supervision over the activities and day-to-day operations of the COMPANY, subject, however, to the control of the Board. The Executive Director shall have all authority and responsibility necessary to operate the COMPANY in all of its activities, subject to oversight by the Board. The Executive Director shall attend all meetings of the Board of Directors and report to the Board of Directors at each meeting of the Board. While the Executive Director shall attend and is authorized to speak at all meetings of the Board of Directors, the Executive Director is not entitled to vote at any meetings of the Board. The Executive Director shall sign, with the Treasurer, or other proper officer of the COMPANY authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authority to execute, except in cases where signing or execution shall have been expressly delegated by the Board or these Bylaws, or by statute, to some other officer or agent of the COMPANY. The Board of Directors is responsible for the annual evaluation of the performance of the Executive Director as well as reviewing and approving the salary and benefits plan for this individual.

SECTION 8: Removal

Any officer, committee, or agent of the COMPANY appointed by the Board may be removed, either for or without cause, by the Board, whenever in the judgment of the Board the best interests of the COMPANY will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.

SECTION 9: Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Board by the officer or committee to which the power to fill such office has been delegated, as the case may be, and if the office is one for which these by-laws prescribe a term, shall be filled for the unexpired portion of the term.

ARTICLE VII: AMENDMENTS TO THE BYLAWS

A proposed Bylaw change shall be submitted in writing to the Governance Committee. The Governance Committee will ensure that the proposed Bylaw change is concise and correctly reflects its intended purpose. The Governance Committee will also ensure that the proposed Bylaw change does not conflict with any other Bylaw provisions herein. After review, the Governance Committee shall present the proposed Bylaw change to Board of Directors in writing at a regular meeting or special meeting of the Board. The Bylaws Committee shall then submit a draft of the proposed changes to the Founding Townships for approval in accordance with Section 6.k.q. (Sic) of the IEMSA. The changes to the Bylaws shall be posted at the COMPANY office and shall be distributed electronically or in writing to each Board member in advance of the next regular or special meeting of the Board, at which time it shall be discussed and voted on. In order to be effective, any amendment must pass by a majority vote of the Directors present, eligible to vote, and voting at the meeting. COMPANY may not amend the Bylaws without the prior written consent of Founding Townships.

ARTICLE VIII: LIMITATION ON PERSONAL LIABILITY OF OFFICERS AND DIRECTORS

SECTION 1: Limitation of Personal Liability of Directors

An officer or director of the COMPANY shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

- A. the officer or director has breached or failed to perform the duties of his or her office; and
- B. the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

The provisions of this Section shall not apply to (a) the responsibility or liability of an officer or director pursuant to any criminal statute; or (b) the liability of an officer or director for the payment of taxes pursuant to local, state or federal law.

SECTION 2: Standard of Care and Justifiable Reliance

Officers and directors of the COMPANY shall stand in a fiduciary relationship to the COMPANY, and shall perform his or her duties as an officer or director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the COMPANY, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- A. One or more officers or employees of the COMPANY whom the officer or director reasonably believes to be reliable and competent in the matters presented;
- B. Counsel, public accountants or other persons as to matters which the officer or director reasonably believes to be within the professional or expert competence of such person;
- C. A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the

director reasonably believes to merit confidence.

An officer or director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

In discharging the duties of their respective positions, the Board, committees of the Board and individual officers or directors may, in considering the best interests of the COMPANY, consider the effects of any action upon employees, upon persons with whom the COMPANY has business and other relations and upon communities in which the offices or other establishments of or related to the COMPANY are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of subsection A of this Section.

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or any failure to take any action shall be presumed to be in the best interests of the COMPANY.

SECTION 3: Indemnification in Third Party Proceedings

The COMPANY shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the COMPANY) by reason of the fact that he or she is or was a representative of the COMPANY, or is or was serving at the request of the COMPANY as a representative of another COMPANY, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the COMPANY, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the COMPANY, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful of the judicial district embracing the county in which the registered office of the COMPANY is located.

SECTION 4: Indemnification in Derivative Actions

The COMPANY shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the COMPANY to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the COMPANY, or is or was serving at the request of the COMPANY as a representative of another COMPANY, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the COMPANY and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the COMPANY unless and only to the extent that the Court of Common Pleas of Montgomery County or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Common Pleas or such other court shall deem proper.

SECTION 5: Mandatory Indemnification

Notwithstanding any contrary provision of the articles of incorporation or these by-laws, to the extent that a representative of the COMPANY has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in either Section 3 or Section 4 above, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 6: Determination of Entitlement to Indemnification

Unless ordered by a court, any indemnification under Section 3 or 4 above shall be made by the COMPANY only as authorized in the specific case upon determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such paragraph. Such determination shall be made:

- A. by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or
- B. if such a quorum is not obtainable, or, even if obtainable, a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

SECTION 7: Advancing Expenses

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the COMPANY in advance of the final disposition of such action, suit or proceeding as authorized by the Board in a specific case upon receipt of an undertaking by or on behalf of the representative to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the COMPANY as authorized above.

SECTION 8: Indemnification of Former Representatives

Each such indemnity may continue as to a person who has ceased to be a representative of the COMPANY and may inure to the benefit of the heirs, executors and administrators of such person.

SECTION 9: Insurance

The COMPANY shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the COMPANY or is or was serving at the request of the COMPANY as a director, officer, employee or agent of another COMPANY, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any capacity or arising out of such person's status as such, whether or not the COMPANY would otherwise have the power to indemnify such person against such liability.

SECTION 10: Reliance on Provisions

Each person who shall act as an authorized representative of the COMPANY shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

SECTION 11: Indemnification by COMPANY of Founding Townships

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COMPANY covenants and agrees, at its sole cost and expense, to indemnify, release, defend and hold harmless Founding Townships, and their respective officers, employees, solicitors, successors and assigns, against and from any and all causes of action, claims, demands, damages, losses, costs and expenses, whether or not such claim is ultimately defeated, and of any good faith settlement, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including reasonable attorneys' fees and consultants' fees, any of which are incurred at any time, resulting directly or indirectly and arising from or out of or in connection with the subject matter of the IEMSA.

ARTICLE IX: FINANCIAL PROVISIONS

SECTION 1: Annual Report

The Board of Directors of the COMPANY shall present once a year, at a specific meeting to be determined by the COMPANY from time to time, an Annual Report. The Annual Report shall be filed with the records of the COMPANY and entered in the minutes of such proceedings of the Board. Each Annual Report must show in appropriate detail the following:

- A. The assets and liabilities, including the trust funds, of the COMPANY at the end of the fiscal year immediately preceding the date of the report.
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year immediately preceding the date of the report.
- C. The revenue or receipts of the COMPANY, both unrestricted and restricted to particular purposes, during the fiscal year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the COMPANY.
- D. The expenses or disbursements of the COMPANY, for both general and restricted purposes, during the fiscal year immediately preceding the date of the report, including separate data with respect to each trust held by or for the COMPANY.
- E. The number of employees of the COMPANY as of the date of the report, together with a statement of increase or decrease in such number during the fiscal year immediately preceding the date of the report, and a statement of the place where the names and addresses of the current employees may be found.

SECTION 2: Audit

At least once a year, the COMPANY shall have an external audit performed of the books of the COMPANY. The audit shall be performed by a certified public accountant who is qualified to examine the books and records of a nonprofit corporation and health care provider. The audit shall be available for review on request by COMPANY employees and members of the Municipal Advisory Committee.

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SECTION 3: Disbursements.

Funds of this COMPANY shall not be expended for any purpose other than those authorized by the Board of Directors of the COMPANY, from time to time, as the needs of the COMPANY may require.

SECTION 4: Checks

All checks, notes, bills and other orders of the COMPANY shall be signed by the President and the Treasurer, or such other persons as the Board may from time to time designate, but a minimum of two (2) persons shall be required. At no time, may two signatories on any check, note, bill or other order be signed by two people who are married, related, dating, or in any other personal relationship with each other.

SECTION 5: Deposits

All funds of the COMPANY shall be deposited from time to time to the credit of the COMPANY in such banks, trust companies, or other depositories as the Board may from time to time approve or designate, and all such funds shall be withdrawn only upon checks signed by such two or more officers or employees as the Board shall from time to time designate.

SECTION 6: Expenditures

All expenditures must be made through COMPANY accounts and credit cards, which accounts and credit cards have been previously authorized by the Board of Directors. All expenditures must be documented on the official financial records of the COMPANY, and supporting documentation, such as cancelled checks, receipts, invoices, etc. shall be maintained with the financial records of the COMPANY for such period of time as the Board shall from time to time determine.

SECTION 7: Fiscal Year

The fiscal year of the COMPANY shall be fixed by the Board of Directors from time-to time, subject to applicable law.

ARTICLE X: COMMITTEES

SECTION 1: Committees

The President of the COMPANY shall annually (or more frequently as necessary) appoint the members and the chairperson of the standing and ad-hoc committees of the COMPANY. The standing and ad-hoc committees may consist of employees of the COMPANY, members of the Board, and/or members of the community. The President shall be an ex-officio member (i.e., without a vote) of all committees, unless specifically named as a member of a particular committee. Except as otherwise directed by the COMPANY, no committee, committee member or other member of the COMPANY shall have the power to bind the COMPANY or concur in any action contrary to the expressed policy of the COMPANY. All committees shall keep accurate minutes of their regular and special meetings.

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SECTION 2: Standing Committees

Standing committees shall be those committees set forth in these Bylaws.

Standing committees shall have and may exercise all of the powers provided by these Bylaws. Standing committees shall become thoroughly informed of their duties, shall give careful consideration to matters of policy, and are expected and empowered to make recommendations to the Board of Directors. Each Standing Committee shall be headed by a chairperson who shall be responsible for ensuring that minutes of committee meetings are taken and provided to the members of the Board of Directors as soon as practicable after each committee meeting. Each committee so appointed shall meet at times and places designated by the committee chairperson.

- A. *Finance Committee:* The Finance Committee will be comprised of at least two Board of Directors with one being appointed chairperson by the President. The Finance Committee is responsible for developing and submitting an Annual Budget to the Board no later than three months prior to the beginning of the fiscal year. Additionally, the Finance Committee is responsible for securing an external audit of COMPANY funds as per Article IX Section 2 including all bank and investment accounts. Additional committee members shall include the Executive Director and others as appointed by the President. The Finance Committee will oversee the publication of the COMPANY's Annual Report as per Article IX Section 1.
- B. *Personnel Committee:* The Personnel Committee shall have at least two Directors appointed with one being appointed chairperson by the President. The Personnel Committee is tasked as a final appeal for any staff actions including termination of clinical or employment privileges.
- C. *Governance Committee:* The Governance Committee shall have at least two Board member representative, one of whom will serve as chairperson, and the Municipal Advisory Committee Representative. Additionally, the President may appoint community and COMPANY representatives as necessary. The Governance Committee is responsible for receiving and processing all Bylaw change requests and submissions for interest in open Board of Director positions and to make recommendations to the Board as per Article IV Section 3 and Article VII. The Governance Committee will review bylaws annually and make recommendations for revision as necessary. The Governance Committee will ensure timely review of all Policies, Procedures, and guidelines as per their individual direction. COMPANY may not amend the Bylaws without the prior written consent of Founding Townships.
- D. *Municipal Advisory Committee.* The Municipal Advisory Committee ("MAC") will be comprised of a primary and alternate representative of each Municipality served by the COMPANY as a Primary EMS agency as defined by the County in which it resides. Representatives and alternates are appointed or selected by the Municipality governing body. Alternates can only vote on actions in the absence of the primary representative. The MAC will serve as an advisory board to the COMPANY and will elect one representative to serve on the Board as a non-voting member as defined in Article IV Section 3.
- E. *Executive Committee.* The Executive Committee shall be comprised of the then serving President, Vice President, Secretary, and Treasurer of the COMPANY and shall have and exercise all of the powers and authority of the Board in the management of the business and affairs of the COMPANY, except that the Executive Committee shall not have any power or

authority as to the following:

- (1) The filling of vacancies in the Board.
- (2) The adoption, amendment or repeal of the by-laws.
- (3) The amendment or repeal of any resolution of the Board.

No committee of the Board other than the Executive Committee, shall, pursuant to resolution of the Board or otherwise, exercise any of the powers or authority vested by these by-laws or the Nonprofit Corporation Law of 1988 in the Board as such, but any other committee of the Board may make recommendations to the Board or Executive Committee concerning the exercise of such powers and authority.

SECTION 3: Ad-Hoc Committees

Ad-Hoc (temporary) committees shall be created as required by resolution of the Board of Directors. The purposes, duties, number of members and reporting requirements of the ad-hoc committees shall be specified in the resolution creating the ad-hoc committee.

SECTION 4: Committee Members' Term of Office

Each member of a committee shall be appointed for a year (unless otherwise specified by Resolution of the Board) and shall continue in office until his successor is appointed, unless the committee of which he is a member shall be sooner terminated by the Board of Directors, or until the sooner death, resignation, or removal of such individual as a committee member, Director, Officer, or employee of the COMPANY.

SECTION 5: Committee Meetings

Meetings of any committee may be called by the chairperson of such committee by giving notice of such meeting, setting forth its time and place, delivered personally, by telephone, electronically or in writing to the committee member based on the current records of the COMPANY at least 48 hours prior to such meeting. A quorum is not required for the transaction of business at committee meetings. Such meetings may be held in person, via conference call or video conference, electronically, or in such other fashion as the committee chairperson shall decide, and remote attendance at committee meetings is permitted, as long as everyone in the room including the remote participant, can hear each other.

SECTION 6: Resignation or Removal of Committee Members

Any member of any committee may resign at any time by tendering his resignation in writing to the committee chairperson or the President. Resignation as an employee of the COMPANY or as a Board Member or Officer shall also constitute resignation as a member of any committee. The President may, with or without cause, remove any member of any standing or ad-hoc committee and may also remove any such member for failing to attend any three (3) meetings of a committee.

ARTICLE XI: MISCELLANEOUS

SECTION 1: Book and Records

The COMPANY shall keep at the principal office of the COMPANY, complete and correct records and books of account, and shall keep minutes of the proceedings of the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all Members. All books and records of the COMPANY may be inspected by any member of the Municipal Advisory Committee, employee, or his agent or attorney, for any proper purpose, at any reasonable time during usual business upon at least five days' advance written notice to the Secretary.

SECTION 2: Corporate Seal

The Corporate Seal shall be in such form as the Board of Directors shall from time to time prescribe

SECTION 3: Obligation to File 990s with the IRS

The COMPANY is aware of its obligation to annually file IRS Information Returns (which currently consist of Form 990 or 990-EZ) with the IRS. The Treasurer and/or his designee with input, oversight and approval from the rest of the Board, is in charge of seeing that such returns are completed and filed within the time frame required by law. The COMPANY and its officers will use their best efforts to annually file the required Information Returns with the IRS, and to learn about, become aware of and comply with other possible local, state and federal charitable, nonprofit and/or corporate filing obligations.

SECTION 4: Obligation to Register with the Bureau of Charitable Organizations

The COMPANY is aware that charitable fire and ambulance services, such as the COMPANY, are required to register with the Pennsylvania Department of State's Bureau of Charitable Organizations and Trusts if it uses any employee or pays any person to help conduct its fundraising activities (even if the person is only being paid to stuff envelopes). The Board of Directors shall ensure that the COMPANY annually registers as a charitable organization with the Bureau of Charitable Organizations and Trusts prior to conducting any fundraising activities if it should ever pay anyone to assist in any capacity with its fundraising efforts.

SECTION 5: Obligation to File Annual Report with the Corporations Bureau

The COMPANY is aware that it must file an annual report by April 30 of each year with the Pennsylvania Department of State's Corporations Bureau whenever there has been a change in officers for that year. The COMPANY agrees to notify the Pennsylvania Department of State any time there has been a change in officers in accordance with this requirement.

SECTION 6: Use of Pronouns in these Bylaws

Whenever a personal pronoun is used in these Bylaws, it shall be interpreted to refer to persons of either gender.

SECTION 7: Contracts

Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or to execute or deliver any instrument on behalf of the COMPANY, and such authority may be general or confined to a specific instance.

SECTION 8: Interested Directors or Officers

No contract or transaction between the COMPANY and one or more of its Directors or Officers, or between the COMPANY and any other, partnership, association or other COMPANY in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be void or voidable solely for such reason, or solely because the Director or Officer is present at or participates in the meeting of the Board which authorizes the contract or transaction, solely because his or their votes are counted for such purpose, if:

- A. The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board and the Board in good faith authorizes the contract or transaction by the affirmative votes or majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or
- B. The contract or transaction is fair as to the COMPANY as of the time it is authorized, approved or ratified by the Board. Common or interested Directors may be counted in determining the presence of the quorum at a meeting of the Board which authorizes a contract or transaction specified in this Section.

However, to the extent that the provisions of any statute, regulation, ordinance or similar governmental pronouncement having the force of law with respect to the operations being or to be conducted by this COMPANY provide for different rules regarding interested Directors, the provisions of this By-Laws shall be deemed suspended as to such transactions and the requirements of such statute, regulation, ordinance or other governmental pronouncement shall be applied and controlled with respect to the transaction in question.

In order to fully comply with Internal Revenue Department standards for conflict of interest, the Conflict of Interest Policy attached as Appendix B hereto and which is intended fully to be incorporated herein.

ARTICLE XII: DISTRIBUTION OF CHARITABLE ASSETS

SECTION 1: COMPANY

The COMPANY is organized exclusively for charitable, religious, educational and/or scientific purposes, including, for such purposes, the making of distributions to COMPANYS that qualify as exempt COMPANYS under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

SECTION 2: Non-Distribution of Net Earnings

No part of the net earnings of the COMPANY shall inure to the benefit of, or be distributable to, its officers, members, directors or other private persons, except that the COMPANY shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its exempt purposes. Except as otherwise provided by Section 501 (h) of the Internal

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Revenue Code, no substantial part of the activities of the COMPANYs shall consist of carrying on of propaganda, or otherwise attempting, to influence legislation, and the COMPANY shall not intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Bylaws, the COMPANY shall not carry on any other activities not permitted to be carried on (a) by an COMPANY exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, or (b) by an COMPANY, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

SECTION 3: Dissolution of the COMPANY

Upon dissolution of the COMPANY, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the COMPANY is then located, exclusively for such purposes or to such COMPANY, as said Court shall determine, which are organized and operated exclusively for such purposes.

SECTION 4: Conditions to Contributions by Founding Townships

- A. In the event that COMPANY is no longer able or willing to provide appropriate and adequate Emergency Medical Services to Founding Townships in accordance with this Agreement, as determined in the sole discretion of the Townships, or in the event that COMPANY is dissolved or terminates its affairs, COMPANY shall promptly transfer all rights, title and interests to all COMPANY assets, including, without limitation, all cash, guarantees, agreements, warranties, licenses, leases, rents, insurance claims, accounts receivable, the certain real property located at 309 Main Street in Lower Salford Township, Montgomery County, Pennsylvania, being Tax Parcel No. 50-00-01756-64-2 (the "Property"), all other real estate, buildings, all vehicles and emergency services apparatuses, and personal property, wherever located, whether now existing or owned or hereafter arising or acquired, and whether or not affixed to any real property, including, without limitation, (i) all additions to, substitutions for and replacements of the foregoing, (ii) all proceeds of the foregoing including insurance proceeds, (iii) all business records and information relating to any of the foregoing and any software or other programs for accessing and manipulating such information (each an "Asset," collectively, the "Assets") to Founding Townships, or their respective nominees, subject to any outstanding debts, liens and obligations on such Assets. In the event that the consent of the holder of any mortgage, loan, note, lien or other debt is required to transfer any Asset as required hereby, COMPANY and Founding Townships shall promptly and in good faith use their best efforts to obtain such consent so that the Asset can be transferred in accordance with the IEMSA.
- B. COMPANY shall keep the Assets insured for the benefit of its lenders, and the Founding Townships against loss by fire and other customarily insured casualties (with extended coverage endorsements), in the amount of the full insurable value of each Asset or such greater amount as may be required by its lenders. COMPANY shall also keep in full force and effect a broad form commercial general liability insurance policy covering all operations of COMPANY on the Property and providing for owner's liability coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. All policies of liability insurance required hereunder shall name Founding Townships, their respective successors and assigns, as additional insured and all policies of insurance shall

name Founding Townships as loss payees, as their interests may appear, and shall provide for written notice of cancellation to Founding Townships at least thirty (30) days prior to the effective date of such cancellation. COMPANY shall promptly provide certificates evidencing such insurance upon request of either Founding Township.

- C. To secure the full and prompt performance of COMPANY's obligations under the IEMSA, COMPANY hereby grants to Founding Townships a lien on and security interest in the Assets, with each respective lienholder having a lien and security interest (in any equity related to such an Asset, after any third party security interests existing as of the effective date of the IEMSA are taken into consideration) in a percentage equal to the amount of financial contributions provided by such lienholder to COMPANY in the past (and until the date any such security interest is sought to be enforced) bears to the same financial contributions made by the other Founding Township. Unless the Founding Townships shall agree in writing otherwise, the combination of their two percentage interests under this paragraph shall always equal 100%. Founding Townships shall have the right, at any time and in their sole and absolute discretion, to file such financing statements and similar documents as they deem necessary with respect to such liens and security interests. In the event that the consent the holder of any existing mortgage, loan, note, lien or other debt is required to file any such document, COMPANY shall promptly obtain such consent and deliver the same to the Founding Townships. COMPANY shall promptly sign and deliver any documents presented to it by the Founding Townships or on behalf of the Founding Townships required for the filing of any document desired with respect to the lien and security interest granted herein by COMPANY to the Founding Townships.
- D. COMPANY shall not make or permit to be made any sale, transfer or other disposition of any Asset without the prior written consent of Founding Townships. COMPANY shall not grant or allow the imposition of any new lien, security interest or encumbrance on, or assignment of, any Asset unless consented to in writing by Founding Townships. COMPANY shall keep the Assets in good condition, including, without limitation, the performance of all manufacturer recommended maintenance and service, and shall not commit or permit any waste, damage or destruction, other than ordinary wear and tear, to such Assets.
- E. COMPANY may not further amend the Bylaws to repeal or amend such provisions without the prior written consent of Founding Townships. COMPANY shall provide the Founding Townships with all approved amendments to the Bylaws.
- F. Founding Townships shall have the right at all relevant times to refuse assumption of any Asset or Assets in each Founding Township's sole and absolute discretion. No such refusal, however, shall prevent the other Founding Township from assuming such asset or assets. Nor shall any such refusal prevent either Founding Township from the assumption of any Asset to which they may become entitled to assume in the future.

SECTION 5: Incorporation of Terms and Conditions of IEMSA

The terms and conditions of the IEMSA are hereby incorporated into the provisions of these Bylaws, and to the extent there is any conflict between the terms or conditions of the IEMSA and Bylaws, the IEMSA shall control.

ADOPTED this _____ day of July, 2025

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By: _____
Matthew Frankel, President

APPENDIX A

Intermunicipal Emergency Medical Services Agreement
dated December 5, 2023

APPENDIX B

Conflict of Interest Policy

ARTICLE I : Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt COMPANY's (COMPANY) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the COMPANY or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable COMPANYS.

ARTICLE II: Definitions

- A. Interested Person: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- B. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - i. An ownership or investment interest in any entity with which the COMPANY has a transaction or arrangement,
 - ii. A compensation arrangement with the COMPANY or with any entity or individual with which the COMPANY has a transaction or arrangement, or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the COMPANY is negotiating a transaction or arrangement.
 - iv. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- C. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III: Procedures

- A. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- B. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- C. Procedures for Addressing the Conflict of Interest.

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the COMPANY can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the COMPANY's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV: Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V: Compensation

A voting member of the governing board who receives compensation, directly or indirectly, from the COMPANY for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the COMPANY for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the COMPANY, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI: Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- Has received a copy of the conflicts of interest policy,
- Has read and understands the policy,
- Has agreed to comply with the policy, and
- Understands the COMPANY is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII: Periodic Reviews

To ensure the COMPANY operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

Whether partnerships, joint ventures, and arrangements with management COMPANYs conform to the COMPANY's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII: Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the COMPANY may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.