

REGULAR MEETING

**LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY
MINUTES OF AUGUST 10, 2020**

The Regular Meeting of the Lower Providence Township Sewer Authority was held on Monday, August 10, 2020 at 4:30 PM in the Authority's Board Room at the Sewer Authority Office, located at 20 Parklane Drive, Eagleville, PA, pursuant to public notice and posting of time and place of said meeting.

Present were Authority Members:

Mr. Fred Walker, Chairman; Mr. Charles Rose, Vice Chairman; Mr. Doug Hager, Treasurer; Mr. Jason Sorgini, Asst. Treasurer.

Absent was Authority Member:

Mr. Robert Tschoepe, Secretary

In addition thereto, the following persons were present:

Mr. Alan Rubendall, System Superintendent; Mrs. Lori Connolly, Office Manager; Mr. Eric Frey, Solicitor, Mr. Ed Woyden, Engineer.

Visitor not on Agenda: Ms. Leah Baird

Visitors on Agenda: Mrs. Michelle DeMedio, Mr. Lou Gryga

CALL TO ORDER

The Chairman called the meeting to order at 4:30 PM and led everyone in the Pledge of Allegiance.

The Chairman stated that there was an Executive Session prior to the meeting to discuss legal issues.

PUBLIC COMMENTS

The Chairman asked for a motion to deviate from the Agenda. Upon motion of Mr. Rose, seconded by Mr. Hager and unanimously carried, the Board deviated from the Agenda for Public Comments.

100 Sunnyside Avenue

Mrs. Demedio stated to the Board that she has repeatedly had problems with sewer backups in her home and it is putting a financial burden on her and her insurance is ready to drop her because of the repeated claims. She had two back flow preventers installed and they both failed on the day of the storm.

Mrs. DeMedio wants the Authority to help her financially replace the personal damaged items to her home.

After discussion, Mr. Walker advised Mrs. DeMedio to work with Mr. Rubendall regarding the cleanup and doesn't know if the Authority can help her with the personal items.

126 and 130 Sunnyside Avenue

Mr. Gryga stated to the Board that he has had a problem for twenty five years with water and sewer backing up into his home and that it is a capacity issue.

Mr. Woyden responded that it is not a capacity issue, it is an Inflow/Infiltration issue. Many of the broken pipes that contribute to this are privately owned.

Mr. Gryga stated that he wants the Authority to grade his driveway so that the water and sewer run to the back of his property.

After discussion, Mr. Walker stated that Mr. Gryga was advised to regrade his driveway previously and it is out of the Sewer Authority's jurisdiction.

The Chairman asked for a motion to return to the Agenda. Upon motion of Mr. Hager, seconded by Mr. Rose and unanimously carried, the Board returned to the Agenda.

MINUTES

The minutes of the July 13, 2020 meeting were presented. Upon motion of Mr. Rose seconded by Mr. Sorgini and unanimously carried, the reading of the minutes was waived and approved.

TREASURER'S REPORT

Mr. Hager presented to the Board the bills to be paid from the Revenue & Administration and Capital Reserve Account.

Upon motion of Mr. Sorgini seconded by Mr. Rose and unanimously carried, the Board approved payment of the Revenue & Administration and Capital Reserve bills hereto marked as Exhibit "A".

CAPITAL PROJECTS

2020 Projects

Mr. Rose presented to the Board a copy of the updated project list including the projected drawdown. He also stated that there is a need for the Authority to have a camera to view the lines whiling cleaning, videoing and air testing the line.

After discussion, the Board directed Mr. Rubendall to get quotes and camera specs for the next meeting.

ENGINEER'S REPORT - EXHIBIT "B"

There were no questions on the Engineer's Report.

SYSTEM SUPERINTENDENT'S REPORT - EXHIBIT "C"

There were no questions on the System Superintendent's Report.

Sewer Specialties

Mr. Rubendall stated to that the Board that the he needs to contact Sewer Specialty Services to Video the Mine Run Right of Way off of Sunnyside Avenue.

A motion was made by Mr. Hager, seconded by Mr. Sorgini and unanimously carried, not to exceed \$30,000 for the videoing of the line.

EDU Overusage Update

Mr. Rubendall stated that there was no update at this time.

ATTORNEY REPORT

Mr. Frey reported that all of his comments on legal matters had been previously discussed in Executive Session.

OLD BUSINESS

Collections

The Solicitor presented to the Board an update of the Collections to date.

NEW BUSINESS

Master Casting Agreement for Adjustment Resolution 2020-04- EXHIBIT "D"

Mr. Rubendall stated to the Board that every three years the Master Casting Agreement for the adjustment of incorporated utility facilities between the Authority and PennDOT has to be renewed. A Resolution is

required authorizing and directing the Chairman to execute the Master Casting Agreement on the Authority's behalf, and for the Secretary to be authorized and directed to attest to the same.

Upon motion of Mr. Rose, seconded by Mr. Sorgini and unanimously carried, the Board adopted Resolution 2020-04, hereto marked as Exhibit "D", authorizing the Chairman and Assistant Secretary to execute the Master Casting Agreement with PennDOT.

ADJOURNMENT

A motion was made to close the meeting and go into executive session at 5:39 PM by motion of Mr. Rose, seconded by Mr. Sorgini and unanimously carried.



Robert Tschoepe, Secretary

BILLS PAID FROM REV. & ADMIN.	AUGUST 10, 2020 BOARD MEETING	
ADVANCED AUTO PARTS	TRUCK & EQUIPMENT MAINT: BATTERY'S FOR UNIT 5	168.82
ADP	ADMINISTRATION: PAYROLL PROCESSING	[AUTO DEBIT] 179.68
AMERICAN WATER	COMPUTER BILLING: MONTHLY METER READINGS	23.32
AMS	COMPUTER BILLING: MONTHLY MAINTENANCE	254.00
AUDUBON WATER COMPANY	COMPUTER BILLING: MONTHLY METER READINGS	65.06
BEE BERGVALL & CO., PC	AUDIT: PROGRESS BILL	4000.00
BROWN & BROWN OF THE LV	GENERAL INSURANCE: CYBER LIABILITY RENEWAL	1815.16
CLEANING SERVICES	BUILDING OPERATION & MAINT: OFFICE CLEANING	280.00
CONNOLLY, LORI	HOSPITALIZATION: REIMBURSEMENT OF COPAY	1984.48
CORE & MAIN	OPERATING EXPENSES: STOCK OF COUPLINGS TO REPAIR EMERGENCY SEWER MAIN BREAK	69.06
CREAMERY TIRE	TRUCK & EQUIPMENT MAINT: TIRE FOR GENERATOR TRAILER	75.00
DISCHEL BARTLE & DOOLEY	LEGAL FEES, SPECIAL PROJECTS, REF: MONTH OF JUNE	4224.00
GANNETT FLEMING, INC.	ENGINEERING FEES / REF: MAY 23, 2020 - JULY 3, 2020	13426.00
GRAINGER	PUMP STATION MAINT: CABINET EXHAUST FANS FOR WALKER LANE	227.50
HOME DEPOT	OPERATING EXPENSES, BUILDING MAINT	1238.47
JP MASCARO	OPERATING EXPENSES: TRASH REMOVAL	77.18
LPVRS	TREATMENT CHARGES	191625.00
MAD EXTERMINATORS	BUILDING OPERATION & MAINT: EXTERMINATING SERVICE JULY	50.00
NAPA AUTO PARTS	TRUCK & EQUIPMENT MAINT: BRAKE FLUID, CALIBER UNIT 3	134.17
PA AMERICAN WATER COMPANY	WATER: GARAGE & OFFICE	71.38
PA ONE CALL	COLLECTION SYSTEM MAINT: NOTIFICATION OF CONTRACTORS DIGGING	122.05
PECO	GAS & ELECTRIC	3304.09
RICHTER OFFICE SUPPLY COMPANY, INC.	ADMIN MISC: OFFICE SUPPLIES, CLOROX WIPES, DOCUMENT DESTRUCTION	389.65
SHARP WATER CULLIGAN	OPERATING EXPENSES: WATER COOLER RENTAL	18.00
STAPLES	OFFICE EQUIPMENT: PHONE SYSTEM	932.80
TP TRAILERS INC	TRUCK & EQUIPMENT MAINT: BRAKE PARTS FOR GENERATOR TRAILER	34.08
UNIFIRST	HEALTH & SAFETY: UNIFORM CLEANING	403.56
UNITED CONCORDIA	INSURANCE: DENTAL PREMIUM	542.86
VERIZON	TELEPHONE: GARAGE & PUMP STATIONS	829.97
VERIZON	TELEPHONE: OFFICE FIOS	216.26
VERIZON	TELEPHONE: OFFICE INTERNET	109.00
VERIZON WIRELESS	TELEPHONE: MOBILE PHONES	280.40
WELLS FARGO	DEBT SERVICE: INTEREST 2016 NOTE	[AUTO DEBIT] 1850.22
WELLS FARGO	DEBT SERVICE: INTEREST 2020 NOTE	[AUTO DEBIT] 11041.67
WEX BANK	TRUCK & EQUIPMENT MAINT: FUEL FOR VEHICLES & EQUIPMENT	412.01
LPTSA CREDIT CARD	TRAINING, OFFICE EQUIPMENT: CONFERENCE PHONE, TRAINING	[TRANSFERRED] 849.07
LPTSA	PETTY CASH	140.84
LPTSA	PAYROLL	[TRANSFERRED IN JULY TO SET UP NEW ACCOUNT] 35,000.00
UNITED HEALTHCARE	HOSPITALIZATION: AUGUST PREMIUM	6135.84
	TOTAL	282600.65
BILLS PAID FROM CAPITAL IMPROVEMENT		
GANNETT FLEMING	ENGINEERING FEES: MAY 23, 2020 - JULY 3, 2020	16859.20
	TOTAL	16859.20

GANNETT FLEMING'S REPORT
for the
LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY
August 10, 2020

<u>Job No.</u>	<u>Description</u>	<u>Services Performed</u>
66692.101	Miscellaneous	- Review and comment on information transmitted by Alan Rubendall for 915 Madison Avenue on July 22, 2020.
66692.109	CIP Update	- Met with Charlie Rose and Alan Rubendall on July 16, 2020 to discuss CIP revisions and 2020 Note projected drawdown schedule. - Transmitted revised CIP and revised drawdown schedule to Charlie Rose and Alan Rubendall July 19, 2020.
66692.110	2020 Capital Project	- Draft design in progress. Scheduling survey for project 2 on the CIP to bid in conjunction with Projects 1 and 3. Bidding to be in the winter of 2020 with Construction in the spring/summer of 2021.
66692.111	Intersection Improvement Project	- Provided CAD release to McMahon on July 27, 2020.
66692.202	37 Crawford Road	- Contractor repaired a defective sewer main incorrectly on July 30, 2020. Addressing the issue with Mr. Frey.
66692.205	306 Level Road	- Construction in progress
66692.211	Eagleville Hospital	- Construction in progress
66692.215	Arrowhead Elementary	- Design Engineer submitted planning exemption request to the LPVRSa. Awaiting on the LPVRSa decision on EDU sharing among the Methacton schools.

SYSTEM SUPERINTENDENT'S REPORT

AUGUST 2020

FOR WORK DONE JULY 1, 2020 – JULY 31, 2020

SEWER AUTHORITY PROJECTS:

UPDATE – PROVIDENCE CROSSING PUMP REPLACEMENT: New pump is scheduled to be delivered tomorrow 8/11

NO UPDATE – NEW TRUCK: Still no change in status. Sands Ford of Red Hill ordered our new utility bodied truck. Due to the Covid-19 issues they couldn't give us an estimated delivery date.

TOWNSHIP PAVING: Allen Myers will start paving all the roads that were prepared and manholes raised today 8/4/2020.

UPDATED-MINE RUN: The quote we got from Sewer Specialty Service was for three days. I would like to get Board approval for the crew to continue to clean and video and grout leaks until the complete problem section is inspected.

GERTRUDE STATION TREE DAMAGE: MGK Electrical contractor will be out to do repairs to Gertrude Pump Station and Eagleville Fence will be out to replace section of fence.

PROPOSED / POSSIBLE FUTURE DEVELOPER PROJECTS:

Providence Place: 160 units. 61 units were allocated. 19 EDUs need to be purchased in the second phase. As of now they are schedule to start phase 2 in 2020.

Moscariello: 30 units + 2 commercial proposed building Subdivision at Crosskeys and Ridge Pike. Plans are being reviewed by Gannett Flemming. 32 EDUs possibly more (commercial) need to be purchased.

Anderko subdivision: 7 EDUs were needed. 2 EDUs were purchased and 5 more are needed.

3829 Yerkes Road: 3 house subdivision. Plans are under review at Gannett and Flemming's office. 3 EDUs will need to be purchased

420 Church Road: 26 lot subdivision. Property had one house on it that was demoed. 25 EDUs needed

Vaux Hill Property: 30 EDU proposed subdivision.

MAINTENANCE DEPARTMENT:

In addition to the daily inspection and maintenance of the pumping stations, the Maintenance Department:

- Responded to 160 locations (PA One Calls).
- Replace Dry well exhaust fans at walker lane station.
- Cleared blocked sump pump for dry well at walker lane station.
- Routine station checks revealed a coolant leak on bypass pump at Trooper station leak was repaired and coolant was added.
- Checked all stations and added Rodent control to control cabinets and generators.
- Cleaned all bypass pump ventures and screens.
- Clean maintain property at old Arcola woods station.
- Replaced passenger side front brake caliper and line on unit 3.
- Replaced Faulty break cylinder and defective tire on trailer generator.
- Replaced both starting batteries on sewer cleaner.
- Took sewer cleaner to be repaired due to an air leak in brake system.
- Removed old landing boards in siphon crossing at Casselberry Meadow.
- Cleared blocked sewer main at Crawford and Egypt Rd Manhole 19 to 184 cleaned about 150' of main issue appeared to be roots.
- Conducted I&I investigation in Trooper station basin during Rain event.
- Removed broken riser and cold path manhole HM16 at intersection of Ridge Pike and Grange Ave.
- Respond to homeowner complaint of blocked lateral at 119 Hollywood line was plunged and cleared.
- Responded to customer complaint of sewer backing up at 102 Hillside Ave was not able to find and issue with our system or possible cause on homeowner side.
- Inspected temporary sewer capping at 247 East Mt Kirk.
- Inspected Sewer repair at 2908 Pheasant Run.
- Inspected sewer repair 1704 Reserve Drive.
- Inspect sewer repair at 1702 Osprey Drive.

DEPARTMENT INFORMATION:

	Maintenance	Administration
Regular hours worked	472	340
PTO hours	56	12
Holiday hours	24	16
Overtime	22	n/a
Part-time hours		97
Special Projects hours		0
Job related injury hours	0	0

LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY
Montgomery County, Pennsylvania


RESOLUTION 2020-04
MASTER CASTING AGREEMENT
FOR ADJUSTMENT OF
INCORPORATED UTILITY FACILITIES

BE IT RESOLVED by authority of the Board of Directors of the Lower Providence Township Sewer Authority, Montgomery County, and it is hereby resolved by authority of the same, that the Chairman of said Municipality/Authority be authorized and directed to sign the attached Agreement on its behalf and the Secretary be authorized and directed to attest the same.

Lower Providence Township
Sewer Authority


Attest:


Alan Rubendall, Assistant Secretary


Fred L. Walker, Chairman

I, Alan Rubendall, Assistant Secretary of the Lower Providence Township Sewer Authority do certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Lower Providence Township Sewer Authority held the 10th day of August 2020.

Date: August 10, 2020


Alan Rubendall, Assistant Secretary

Execution Copy

EFFECTIVE DATE _____
(PennDOT will insert)

AGREEMENT No. _____

FEDERAL I.D. No. _____

SAP VENDOR No. _____

CUSTOMER No. _____

MASTER AGREEMENT FOR CASTING ADJUSTMENTS

This Master Agreement for Casting Adjustments ("Agreement") is made by and between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

**Lower Providence Township
Sewer Authority** _____, a (*authority, municipality, utility, etc.*) ("Utility").

BACKGROUND

PennDOT plans to perform one or both of general maintenance and reconstruction of section(s) of certain State Routes within the Counties of Bucks, Chester, Delaware and Montgomery, Pennsylvania ("Project").

The Project requires adjustments, replacements or both of the Utility's castings ("Utility Work").

PennDOT is willing to incorporate the Utility Work into PennDOT's third party contract for the Project ("Project Contract").

This Agreement outlines the process for incorporation of Utility Work into the Project Contract with reimbursement to PennDOT of Utility Work costs.

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

1. **Initiation of Process.** PennDOT will notify the Utility of the scheduled Project. If the Utility wants the Utility Work of all or a certain number of its castings to be incorporated in the Project Contract at the Utility's expense, the Utility shall initiate the execution of the Project Initiation Form ("PIF"), Exhibit A, which is attached to this Agreement. The PIF shall identify the requested Utility Work and the cost. If PennDOT agrees to incorporate the work the appropriate PennDOT representative shall countersign the PIF and return a copy to the Utility. When signed by both parties the PIF shall be incorporated into this Agreement. Any written change to the PIF must be done through a change order which is attached to this Agreement as Exhibit B. When a change order is signed by both parties it shall be incorporated into this Agreement.

2. **Designated Representative.** In the PIF, the parties will each identify the individual that has the full authority to execute the PIF and change orders, if any ("Designated Representative"). If the Utility is not a corporation, it must provide proof of the authority for the Designated Representative. The Designated Representative shall be available throughout the Project to confer as needed.

3. **Compliance with Federal and State Statutes.** All work performed pursuant to this Agreement shall comply with the Buy America provisions in 23 U.S.C. § 313 and 23 C.F.R. § 635.410, the Steel Products Procurement Act, 73 P.S. § 1881 et seq. and 67 Pa. Code Part 459.

4. **Purchase of Castings.** Prior to construction of the Project, the Utility shall deliver the necessary castings to the Project site for installation by PennDOT. If during construction of the Project additional castings are necessary, the Utility is entitled to provide the castings or authorize PennDOT to acquire the casting(s) on the open market. If PennDOT acquires castings on the open market, the Utility shall reimburse PennDOT the actual costs upon receipt

of invoice from PennDOT.

5. **Performance of Work.** PennDOT shall perform the Utility Work required to adjust the castings to the proper elevation, on a full brick and mortar bed, in accordance with the then current PennDOT's Publication 408, Section 104.03 titled "Extra Work". The Utility acknowledges that the costs for each item are identified in Exhibit C, which is attached to this Agreement. The items identified in Exhibit C will be set forth in the Project Contract. Exhibit C will be modified every three (3) years in the manner outlined in Section 16.

6. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date (as defined below) or October 1, 2020, whichever is later, and shall remain in effect through September 30, 2029. The term of this Agreement shall not exceed a nine (9) year term. The Effective Date shall be the date that this Agreement is fully executed by the Utility and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.

7. **Termination.** PennDOT has the right to terminate this Agreement for its convenience if PennDOT determines termination to be in its best interest. The Utility shall pay for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Utility be entitled to recover loss of profit. Termination shall be effective upon written notice to the Utility.

8. **Cooperation of Parties.** If the Utility supplies materials to PennDOT, performs any additional work, either with its own contractor or its own forces, or both the Utility shall cooperate with PennDOT in such a manner as not to interfere with or hinder the progress of the Project. Any materials provided and additional work performed by the Utility will be at the Utility's sole expense.

9. **Invoicing and Payment.** Upon completion of the Utility Work by PennDOT to the satisfaction of the Utility, PennDOT shall certify to the Utility the costs in accordance with Exhibit C, and the Utility shall pay PennDOT within 60 days of receipt of PennDOT's invoice.

10. **Indemnification.** The Utility shall hold PennDOT harmless from and indemnify PennDOT against all claims, demands and actions based upon or arising out of any activities performed by the Utility and its employees and agents under this Agreement and shall, at the request of PennDOT, defend all actions brought against PennDOT base upon any such claims or demands.

11. **Highway Occupancy Permit.** Upon completion of the Project, the Utility facilities remaining in the State highway right-of-way continue to be subject to the terms and conditions of any applicable highway occupancy permit issued by PennDOT pursuant to 67 Pa. Code Part 459. The Utility shall maintain and keep the adjusted castings in good repair in accordance with applicable State laws and regulations.

12. **Public Utility Commission ("PUC").** Notwithstanding anything contained herein to the contrary, if the PUC assumes jurisdiction of the Project under the Public Utility Code of 1978, Act of July 1, 1978, P.L. 598, as amended, the parties shall be bound by any orders issued by the PUC or decisions of an appropriate tribunal after the exhaustion of all appeals.

13. **Withdrawal of Incorporated Work.** If the Utility withdraws its request for the incorporation of the Utility Work into the Project Contract after the award of the Project Contract, the Utility shall reimburse PennDOT for all actual costs, if any, incurred by PennDOT for necessary labor and materials performed for the Utility Work prior to the time of withdrawal. The Utility shall also be responsible for the cost of necessary materials for the Utility Work that were

ordered by PennDOT prior to Utility's withdrawal if the order for said materials cannot be cancelled and if the materials cannot be used elsewhere in the Project.

14. **Cancellation of Project.** If PennDOT decides to cancel the Project or delay the construction beyond the scheduled construction season, PennDOT will notify the Utility in accordance with Section 23 below. Upon notification, the PIF and any change order shall become null and void and neither party shall be responsible to the other for any further costs.

15. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Utility shall comply with, the clause entitled *Contract Provisions – Right to Know Law* attached as Exhibit D and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the Utility.

16. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement. However, the parties agree that Exhibit C will be modified every 3 years to reflect current pricing and that the parties will execute a letter of amendment that will include a revised Exhibit C . The letter of amendment is not effective until duly authorized representatives of the Utility, PennDOT and the Office of Chief Counsel sign and date the letter of amendment. A sample letter of amendment is attached as Exhibit E and made a part of this Agreement.

17. **Changes to Standard Provisions.** If there are changes to any Standard Provisions that need to be addressed at the time of a letter of amendment, as described in Section 16, the Parties can incorporate those revised or updated Standard Provisions by noting the incorporation and attachment of such

Standard Provisions to such letter of amendment. For the purposes of this section, Standard Provisions consist of those provisions or clauses required to be included in Commonwealth Agreements pursuant to federal or state law or Commonwealth Management Directives, including, but not limited to the Right to Know Law provision.

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

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

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

21. Independence of the Parties. It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Utility and PennDOT, or as constituting PennDOT as the representative or general agent of Utility for any purpose whatsoever.

22. Assignment. This Agreement may not be assigned by the Utility, either in whole or in part, without the written consent of PennDOT.

23. No Third Party Beneficiary Rights. The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

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

If to PennDOT:

Title: District Utility Manager
Address: PennDOT Engineering District 6-0, 7000 Geerdes Blvd,
King of Prussia, PA 19406-1525
Fax: 610-205-6900
E-mail: malang@pa.gov

If to the Utility:

Title: **Lower Providence Township
Sewer Authority**
Address: 20 Parklane Drive
Eagleville, PA 19403
Fax: 610-539-4795
E-mail: ARUBENBALL@LPTSA.ORG
LCONNOLLY@LPTSA.ORG

25. Integration and Merger. This Agreement and, as applicable any attachments and exhibits, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any

Execution Copy

other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

Execution Copy

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

ATTEST:

by Alan Rubendall 8-10-2020
Signature Date

ALAN RUBENDALL, ASST. SECRETARY
Title

by Fred Walker 8-10-2020
Signature Date

FRED WALKER, CHAIRMAN
Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

by _____

District Utility Manager Date

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

by _____
for Chief Counsel Date

by _____
Senior Counsel in Charge Date

by _____
Deputy General Counsel Date

by _____
Deputy Attorney General Date

Former Preapproved form:
OGC No. 18-FA-52.1
Appv'd OAG 04/16/2014