

REGULAR MEETING
LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY
MINUTES OF MARCH 14, 2022

The Regular Meeting of the Lower Providence Township Sewer Authority was held on Monday, March 14, 2022 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, Mr. Charles Rose, Mr. Jason Sorgini and Mr. Robert Tschoepe

Absent was Authority Member:

Mr. Frank McDonough

In addition thereto, the following persons were present:

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

Visitor not on Agenda: Ms. Leah Baird

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.

MINUTES

The minutes of the February 14, 2022 meeting were presented. Upon motion of Mr. Rose, seconded by Mr. Sorgini and carried, the reading of the minutes was waived and approved. Mr. Tschoepe abstained from voting as he was not at that meeting.

TREASURER'S REPORT - EXHIBIT 'A'

Mr. Sorgini presented to the Board the bills to be paid from the Revenue & Administration, Capital Improvement and Capital Reserve.

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

PERSONNEL & PENSION

Healthcare Renewal

Mr. Tschoepe stated that he, Mr. Walker, Mr. Rubendall and Mrs. Connolly had an opportunity to review the health insurance plans with the Broker and Mr. Hager. Mr. Tschoepe is going to review the plans further and consult with Mr. Hager but it looks like it will be the current plan and plans to make a motion at the April meeting for approval.

Employee Retirement Account

Mr. Tschoepe stated to the Board that Conrad Siegel is waiting for receipt of the final transfer of funds from PMRS.

MMO Obligation

Mr. Tschoepe stated to the Board that the MMO payment was approved for payment with the bills. The calculation was received and confirmed by Conrad Siegel and they have acknowledged our pre-payment in December towards the payment.

BUDGET & RATES

Mr. Sorgini stated to the Board that there will be a Principal payment from the Capital Reserve account in April for the 2016 Debt Service note in the amount of \$722,000. The Audit is complete with the exception of the Pension. PMRS stated that the 2020 GASB 68 reports which provide the actuarial value of each plan's value and liabilities will be mailed beginning the first week of May and continue until the end of June and Mrs. Connolly will be starting to work on the Budget for fiscal year 2022 / 2023 in the next month.

CAPITAL PROJECTS

2021 Sanitary Sewer Line Replacement

Mr. Rose stated to the Board that since the last meeting the mainline pipe installation was completed on Sunnyside Avenue. Lateral installation was completed on Second Street. Mainline pipe commenced on Alexandra Drive and test pits at Alexandra Drive were performed.

Work anticipated during this month includes finishing mainline pipe installation on Alexandra Drive and lateral installation Walker Lane and Sunnyside Avenue. Concrete Restorations on Second Street and Paving Operations on Second Street are possible.

Estimate number four in the amount of \$296,810.59 was presented for payment and will need approval for the Chairman to sign. The next job conference will be held in the LPTSA conference room on March 15, 2022 at 10:30 AM.

2022 Sanitary Sewer Line Replacement

Design is complete and ready to go out to bid.

A motion was made by Mr. Rose seconded by Mr. Sorgini and unanimously carried, the Board approved the 2022 Sanitary Sewer Replacement Project to go out for bid.

Exposed Sewers – Mine Run

Design is complete. Discussing with FEMA if they would fund. Potentially would need to be a separately bid project for Jode Road and Park Avenue.

EDU SALES

A motion was made by Mr. Rose seconded by Mr. Sorgini and unanimously carried to approve one (1) EDU for 1409 Gertrude Avenue.

DEVELOPER AGREEMENT and/or PROFESSIONAL SERVICE AGREEMENT

A motion was made by Mr. Tschoepe, seconded by Mr. Rose and unanimously carried to approve the Professional Service Agreement for Nudy's Cafe at 2798 Egypt Road.

ENGINEER'S REPORT - EXHIBIT 'B'

There were no questions on the Engineer's Report.

2021 Sanitary Sewer Line Replacement

Mr. Woyden requested a motion for payment of Estimate number four.

A motion was made by Mr. Rose, seconded by Mr. Sorgini and unanimously carried, to authorize the Chairman to sign Payment Estimate number four for the 2021 Sanitary Sewer Replacement Project with Anrich in the amount of \$296,810.59.

SYSTEM SUPERINTENDENT'S REPORT - EXHIBIT 'C'

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

ATTORNEY REPORT

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

OLD BUSINESS

Mobile Home Park

After Discussion it was determined that the cost to meter the lines was too expensive at this time. Staff and Consultants will discuss further to work on determining options and next steps.

NEW BUSINESS

Resolution 2022-02 Master Casting Agreement for Adjustment - 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. Sorgini, seconded by Mr. Tschoepe and unanimously carried, the Board adopted Resolution 2022-02, hereto marked as Exhibit "D", authorizing the Chairman and Assistant Secretary to execute the Master Casting Agreement with PennDOT.

LPTSA Non-Uniform Pension Plan as Amended and Restated Effective January 1, 2022

Mr. Tschoepe presented to the Board the LPTSA Non-Uniform Pension Plan as Amended and Restated Effective January 1, 2022.

Upon motion of Mr. Tschoepe, seconded by Mr. Rose and carried, the LPTSA Non-Uniform Pension Plan as Amended and Restated Effective January 1, 2022 was approved.

Sanitary Sewer Easement 58 West Mount Kirk Avenue

A motion was made by Mr. Sorgini, seconded by Mr. Rose and unanimously carried, to execute the sanitary sewer easement for 58 West Mount Kirk Avenue.

Sanitary Sewer Easements

A motion was made by Mr. Walker, seconded by Mr. Rose and unanimously carried to add the sanitary sewer easements to the Agenda.

A motion was made by Mr. Tschoepe, seconded by Mr. Sorgini and unanimously carried to execute the sanitary sewer easements for Hillside Avenue for Edgewood Building Co. Inc., Sub Building Materials Co., Inc. and C. Everett, Inc. (Boese).

Resolution 2022-03 Designation of Agent - EXHIBIT "E"

A motion was made by Mr. Rose, seconded by Mr. Sorgini and unanimously carried to add Designation of Agent to the Agenda.

Mrs. Connolly stated to the Board that a resolution needs to be executed by the Authority to allow Mr. Rubendall to execute forms and documents for FEMA/PEMA from Tropical Storm Ida.

A motion was made by Mr. Rose, seconded by Mr. Sorgini and unanimously carried to execute the Designation of Agent allowing Mr. Rubendall as Agent.

Sewer Line Trap Inspection Prior to Home Sale

The Chairman stated to the Board that he would like to see a sewer line trap inspection done prior to the sale of a property.

After discussion the Board agreed and would like the Solicitor to contact the Township in writing regarding the request. It should also be added to the Agenda for the next meeting to develop an Ordinance.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 5:20 PM by motion of Mr. Rose seconded by Mr. Tschoepe and unanimously carried.


Robert Tschoepe, Secretary

BILLS PAID FROM REV. & ADMIN.		MARCH 14, 2022 BOARD MEETING	
ADP	ADMINISTRATION: PAYROLL PROCESSING	[AUTO DEBIT]	199.28
ADVANCED AUTO PARTS	TRUCK & EQUIPMENT MAINT: FUSE BOX FOX SEWER CLEANER		20.36
AMERICAN WATER COMPANY	COMPUTER BILLING, SEWER RENTAL: MONTHLY METER READINGS		29.93
AMS	COMPUTER BILLING: MONTHLY MAINTENANCE		282.45
AUDUBON WATER COMPANY	COMPUTER BILLING: MONTHLY METER READINGS		65.06
CLEANING SERVICES	BUILDING OPERATION & MAINT: OFFICE CLEANING		280.00
CHARLES SCHWABB TRUST BANK	PENSION: MINIMUM MUNICIPAL OBLIGATION	[AUTO DEBIT]	53599.92
CLARK INDUSTRIAL SUPPLY	TRUCK & EQUIPMENT: LIFTING STRAPS FOR CAMERA		39.96
CLOVERLEAF TOOL COMPANY	TRUCK & EQUIPMENT: PARTS FOR SEWER CLEANER		815.28
CONNOLLY, LORI	HOSPITALIZATION: REIMBURSEMENT OF COPAY		241.77
DISCHEL BARTLE & DOOLEY	LEGAL FEES, SPECIAL PROJECTS, REF: MONTH OF FEBRUARY		2788.50
DECKMAN MOTOR & PUMP INC	PUMP STATION MAINT: REBUILD SMITH ROAD PUMP		8437.00
GANNETT FLEMING, INC	ENGINEERING FEES. SPECIAL PROJECTS, REF: JANUARY 1 - 28, 2022		4841.87
GRAINGER	TRUCK & EQUIPMENT: HARDWARE TO REPAIR CAMERA LIFT		9.81
HOME DEPOT	PUMP STATION MAINT, COLLECTION SYSTEM MAINTENANCE		87.88
JP MASCARO	OPERATING EXPENSES: TRASH REMOVAL		81.05
LPVRS	TREATMENT CHARGES		192795.00
MAD EXTERMINATORS	BUILDING OPERATION & MAINT: EXTERMINATING SERVICE FEBRUARY		50.00
NAPA AUTO PARTS	TRUCK & EQUIPMENT MAINT, PUMP STATION MAINT		206.06
PA AMERICAN WATER COMPANY	WATER: GARAGE & OFFICE		77.29
PA ONE CALL	COLLECTION SYSTEM MAINT: NOTIFICATION OF CONTRACTORS DIGGING		0.00
PECO	GAS & ELECTRIC		5676.77
RICHTER OFFICE SUPPLY COMPANY, INC.	OFFICE SUPPLIES: COPY PAPER		44.90
SHARP WATER CULLIGAN	OPERATING EXPENSES: WATER		30.00
STRATIX LEASING	ADMINISTRATION: COPIER LEASE	[AUTO DEBIT]	321.00
STRATIX SYSTEMS	ADMINISTRATION: CONTRACT BASE RATE 03/11/2022 - 6/10/2022		284.73
SUN LIFE	INSURANCE: PREMIUM LIFE, AD&D, LTD, STD, DENTAL, VISION	[AUTO DEBIT]	1163.76
UNIFIRST	HEALTH & SAFETY: UNIFORM CLEANING		285.83
UNITED HEALTHCARE	HOSPITALIZATION: PREMIUM		5245.94
US MUNICIPAL	COLLECTION SYSTEM MAINT: MARKING PAINT		66.24
VALLEY FORGE SECURITY CENTER	BUILDING OPERATION & MAINT: REPAIR ALARM AFTER POWER FAILURE		121.00
VERIZON	TELEPHONE: GARAGE & PUMP STATIONS		858.15
VERIZON	TELEPHONE: OFFICE FIOS		212.95
VERIZON	TELEPHONE: OFFICE INTERNET		109.00
VERIZON WIRELESS	TELEPHONE: MOBILE PHONES		258.25
SHERYL VILLAR	SEWER RENTAL: OVERPAYMENT		1149.46
WELLS FARGO	DEBT SERVICE: INTEREST 2016 NOTE	[AUTO DEBIT]	931.47
WELLS FARGO	DEBT SERVICE: INTEREST 2020 NOTE	[AUTO DEBIT]	11040.56
WEX BANK	TRUCK & EQUIPMENT: FUEL FOR VEHICLES & EQUIPMENT		779.93
LPTSA CREDIT CARD	ADMIN MISC: AFTER HOURS EMERGENCY SERVICE, CHARGERS	[TRANSFERRED]	73.34
LPTSA	PAYROLL	[TRANSFERRED]	45,000.00
TOTAL			338591.94

BILLS PAID FROM CAPITAL IMPROVEMENT

ANRICH	PAYMENT ESTIMATE NO.: 4		296810.59
DISCHEL BARTLE & DOOLEY	LEGAL FEES: MONTH OF FEBRUARY		3060.15
GANNETT FLEMING	ENGINEERING FEES: JANUARY 1 - 28, 2022		54293.12
HAJOCA COPORATION	MOUNT KIRK AVENUE REPAIR		82.90
JAMES KENNEY	MOUNT KIRK AVENUE REPAIR		9490.69
MID ATLANTIC PUMP & EQUIPMENT	CC EW PUMP FOR EVANSBURG PUMP STATION		8,050.00
TOTAL			371787.45

BILLS PAID FROM CAPITAL RESERVE

LPVRS	CAPACITY PERMITS		2670.00
TOTAL			2670.00

GANNETT FLEMING'S REPORT
for the
LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY
March 14, 2022

66692.103	Chapter 94 Report	-	Preparation of Chapter 94 report. Transmitted to the LPVRSa March 14, 2022.
66692.105	DEP CAP/CMP	-	Met with Township on March 2, 2022 to discuss DEP issues. Meeting to be scheduled with Shannondell.
66692.110	2021 Capital Project	-	Construction is progressing. Estimate #4 in the amount of \$296,810.59 will be presented at the March 14, 2022 meeting.
66692.111	Intersection Improvements	-	Final drawing specifications and sequence of construction were submitted to McMahon Associates March 10, 2022.
66692.119	2022 Capital Projects	-	Contract documents have been completed.
66692.122	FEMA/PEMA Assistance	-	Correspondence with PEMA March 9, 2022.
66692.222	Montco Coroner's Office	-	Construction observation is underway.

SYSTEM SUPERINTENDENT'S REPORT

MARCH 2022

FOR WORK DONE FEBRUARY 1, 2022 – FEBRUARY 28, 2022

SEWER AUTHORITY PROJECTS:

CLEANED AND VIDEOED MAIN LINES: Cleaned and videoed 3,300 foot of sewer main in various roads and ROW's.

Construction progress meeting: We have a progress meeting with Anrich scheduled for tomorrow at 10:00 AM at our office.

NO UPDATE - 609 LINNETT ROAD: We got a quote from Anrich for the work that needs to be done on the three exposed mains on the Mine Run. It quote seems to be more than we expected so Gannett Fleming suggested that we get some other bids.

UPDATE-139 MT. KIRK AVE. We had Jim Kenny Construction come out and dig up to repair the leaking lateral at 139 Mt Kirk and found the 6" to 4" connection to be leaking badly. After we cut the bad section of pipe out in the grass to replace it we ran our camera in the open 6" pipe from there to the sewer main and we found the pipe also leaks at 5 different joints under Mt Kirk. We did a temporary repair and backfilled it and will get estimates to dig up and replace the 6" pipe from there to the main and also look at pricing to put a sleeve in from the temporary repair to the main.

UPDATE-FOX ROAD STATION: Deckman's completed the rebuild on our pump and we picked it up and put it on the shelf as our spare.

UPDATE - 2021 SEWER REPLACEMENT PROJECT: All the sewer main has been replaced on Sunnyside Ave, Second Street, Walker Lane, Roanoke and Jamestown Circles. All the laterals have been replaced on Second Street. Anrich has one crew now finishing replacing the laterals on Walker Lane, Roanoke and Jamestown Circle and Sunnyside. They also pipe burst and slip lined the old clay sewer main going from Alexandra to old Wemco pump station site. They will now have a crew start replacing the sewer main an

UPDATE - DISLODGED MANHOLES FROM HURRICANE: Fema has contacted us and has assigned us a Program Delivery Manager to handle our case and they will be doing a Zoom meeting with us within the next week to go over our recovery process/application procedure.

UPDATE - OLD ARCOLA AND WEMCO STATION SITES: PECO came out and disconnected the power line to the old Wemco station site we are on their schedule to disconnect the old Arcola Road Station site.

UPDATE-WALKER STATION: We received the quotes from Deckmans to repair or replace the pump. After comparing the two prices we decided to go with the repair and gave Deckmans the Ok.

MAINTENANCE DEPARTMENT:

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

- Responded to 133 locations (PA One Calls).
- Replaced bad flange gasket on pump 2 at Old Baptist station.
- Called all fault callers to confirm proper operation found Cross Keys and Gertude not responding. Both issues were due to phone line problems and were repaired by Verizon.
- Had Old Baptist station vacuumed out.
- Raised MH 345 on Fifth Street using brick and mortar.
- Flip manhole lids and record size and condition in order to compose report of all Manholes involved in upcoming township paving projects.
- Changed oil and filter on unit 1.
- Cleared sewer blockage on Raynham Road between MH47 and MH48 about 300'.
- Clean and video new sewer main on Sunnyside St 14 to St 16 to determine why Mandrel could not pass though line. We found and removed light debris that was the cause of the problem.
- Clean and Video Dorchester R.O.W MH52 to P5 about 900'.
- Video all sewer main on Farmhouse during rain to determine sources of infiltration.
- Video sewer main on Fourth Street from MH343A to MH86 about 900'.
- Clean and video Sunnyside R.O.W. MH297 to MH298 about 200'
- Clean and video sewer main on Raynham Road MH47 to MH48 to determine the cause of the blockage. We determined debris unable to make the 90 degree turn accumulated in MH 47 causing the blockage.
- Inspect sewer repair at 28 Summit Ave.
- Inspect new sewer connection at 12 Borton Road.
- Inspect new sewer connection at 2989 Fifth Street.

DEPARTMENT INFORMATION:

	Maintenance	Administration
Regular hours worked	424	280
PTO hours	8	8
Holiday hours	24	16
Overtime	32	n/a
Part-time hours		34
Injury related hours	0	0

EFFECTIVE DATE _____
(PennDOT will insert)

AGREEMENT No. 06C000023
FEDERAL I.D. No. 23-1643173
SAP VENDOR No. 648867
CUSTOMER No. 78001412

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, an authority ("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: System Superintendent
Address: 20 Parklane Drive
Eagleview PA 19403
Fax: 610-539-479
E-mail: arubendall@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.]

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

ATTEST:

by 

Signature Date
MARCH 14, 2022
ROBERT TSCHOCPE, SECRETARY
Title

**LOWER PROVIDENCE TWP.
SEWER AUTHORITY**

by 

Signature Date
MARCH 14, 2022
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


LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY
Montgomery County, Pennsylvania

RESOLUTION 2022-02
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:


Robert Tschoepe, 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 14th day of March 2022.

Date: March 14, 2022


Alan Rubendall, Assistant Secretary

DESIGNATION OF AGENT RESOLUTION NO: 2022-03

FOR: DR4618-PA

(Enter Name of Disaster or Number)

BE IT RESOLVED BY the Authority Board OF the Lower Providence Township Sewer Authority
 (Governing Body) (Public Entity)


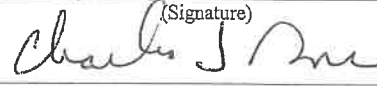

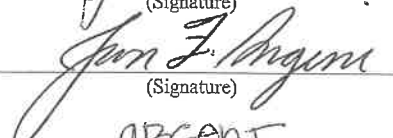
THAT Alan M. Rubendall System Superintendent
 (Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF

Lower Providence Township Sewer Authority, Montgomery County,
 (Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 14th day of MARCH, 2022.

<u>Fred Walker</u> (Name)	<u>Chair</u> (Title)	<u></u> (Signature)
<u>Charlie Road</u> (Name)	<u>Vice Chair</u> (Title)	<u></u> (Signature)
<u>Robert Tschoepe</u> (Name)	<u>Secretary</u> (Title)	<u></u> (Signature)
<u>Jason Sorgini</u> (Name)	<u>Treasurer</u> (Title)	<u></u> (Signature)
<u>Frank McDonough</u> (Name)	<u>Assistant Treasurer</u> (Title)	<u>ABSENT</u> (Signature)

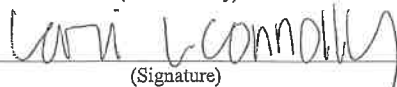
CERTIFICATION

I, Lori L. Connolly, duly appointed and Office Manager
 (Name) (Title)

of Lower Providence Township Sewer Authority do hereby certify that the above is a true and correct copy of
 (Public Entity)

a resolution passed and approved by the Authority Board
 (Governing Body)

of Lower Providence Township Sewer Authority on the 14th day of MARCH, 2022.
 (Public Entity)


 (Signature)

OFFICE MANAGER
 (Official Position)

3-14-2022
 (Date)