



AGENDA
UPPER PROVIDENCE BOARD OF SUPERVISORS
MUNICIPAL CENTER – 1286 BLACK ROCK ROAD
Tuesday, January 21, 2020 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOTION TO APPROVE BOARD AGENDA

Per §2-2-5 (A) of the Township Administrative Code

PUBLIC COMMENT *(The Board will hear from any interested resident or taxpayer who would like to comment on an item on or not on this evening's agenda. Respondents are asked to keep their comments to 3 minutes.)*

EXECUTIVE SESSION REPORT

APPROVAL OF BILL LIST:

1. January 1, 2020 – January 15, 2020: \$99,801.79 *(Page 3)*

APPROVAL OF MINUTES:

2. January 6, 2020 Reorganization Meeting *(Page 10)*
3. January 6, 2020 Regular Meeting *(Page 15)*

PUBLIC HEARING: None

OLD BUSINESS (ACTION/DISCUSSION ITEMS):

4. Consider adopting Resolution 2020-7 approving roadway improvements on Black Rock Road, Green Tree Road, Upper Indian Head Road and Cider Mill Road for SEI's North Campus *(Page 20)*
5. Consider adopting Resolution 2020-8 approving preliminary land development for Providence Business Park III – 60K flex space building *(Page 23)*
6. Consider adopting Resolution 2020-10 accepting dedication of a portion of land adjacent to the Phoenixville Spur for Toll Brothers Highfield at Providence development. *(Page 26)*

NEW BUSINESS (ACTION/DISCUSSION ITEMS):

7. Consider authorizing advertisement of Ordinance 582 amending §143 of the Township Code to change the sanitary sewer billing frequency from quarterly to semiannual *(Page 31)*
8. Consider approving fire investigation mutual aid agreements with Perkiomen Township, Lower Providence Township and Limerick Township *(Page 34)*

MANAGER AND DEPARTMENT HEAD REPORTS

9. 2019 Recap – Year in Review

10. Announce 2020 Road Paving Projects and anticipated bid award –

- A. *Anderson Road, Anthony Wayne Circle, Brandon Circle, Dreibelbis Road, Green Street, Minuteman Drive, North Borough Line Road, Von Steuben Drive, Yocum Road, Buckwalter Road, Buckwalter Circle, Helen Circle, Henry Drive, Missimer Drive, and Old Mill Road*
- B. *Spring Mill Lane, Ashford Court, Brentford Court and Pleasant Lane*

CONSULTANT REPORTS

11. Engineering and capital improvement project updates

12. Township Engineer is working with the Municipal Authority regarding stormwater expenditures for 2021

SOLICITOR’S REPORT

13. Brief overview of The Sunshine Law

SUPERVISORS COMMENTS

UPCOMING EVENTS

14. Board of Supervisors meeting schedule:

February 18, 2020 at 7:00 p.m.

March 16, 2020 at 7:00 p.m.

15. Planning Commission meeting schedule:

January 22, 2020 at 7:00 p.m.

Agenda Items: Cancelled

February 12, 2020 at 7:00 p.m.

Agenda Items: Murphy Lot Line Change; 188 Bechtel Road

16. Parks and Recreation Committee meeting schedule:

February 19, 2020 at 6:00 p.m.

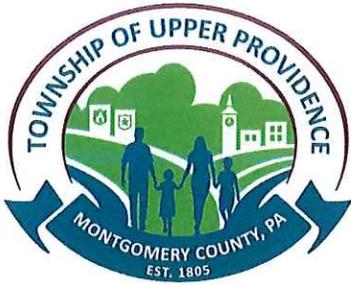
17. Comprehensive Plan Subcommittee meeting schedule:

February 19, 2020 at 7:00 p.m.

18. Municipal Authority meeting schedule:

February 6, 2020 at 7:00 p.m.

ADJOURNMENT



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Visit Us Online:

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Board of Supervisors

Helene Calci, Chair
Albert Vagnozzi, Vice Chair
Laurie Higgins
John Pearson
Bill Starling

Township Manager/Secretary

Timothy J. Tieperman

Township Solicitor

Joseph E. Bresnan, Esq.

January 16, 2020

To: Timothy J. Tieperman, Township Manager

From: Richard D. Livergood, Finance Director

RE: Bill List

I have attached a bill list, credit card report and fund summary report totaling \$99,801.79, for the period January 1st to January 15th, 2020. The list is a breakdown of the purchases with vendors, amounts to be paid.

Please let me know if you need anything else.



**TOWNSHIP OF UPPER PROVIDENCE
JANUARY 1ST TO JANUARY 15TH BILL LIST**

Checking Account	Check Date	Vendor Name	Description	Amount	Department
GENERAL FUND	1/7/2020	ALEXANDRIA SHILLING	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	ANDREW PARKINS	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	BENJAMIN VOLPE	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	CHRISTOPHER J. DOLAN	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	DANIEL P. MULLIGAN	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	DAVID BICER	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	DONALD G. KELLY JR.	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	ERIC C. SAUERMELCH	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	ERIC J. SMITH	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	GEORGE PELLETIER III	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	GEORGE O. FIEO	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	JAMES ENRIGHT	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JAMES ROSSER	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JASON ADAMS	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JASON T. GERHART	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/7/2020	JEFFREY R. HILT	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JOHN C. OLIVERI	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JOHN NICOLINE	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JOSHUA R. KELLY	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	MARK MINNICK	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	MARK A. TOOMEY	2020 Shoe Allowance	300.00	PD

Checking Account	Check Date	Vendor Name	Description	Amount	Department
GENERAL FUND	1/7/2020	MATTHEW D. LIGHT	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	MATTHEW M. TOBIN	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	MICHAEL S. SWARTZ	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	MICHAEL P. SHEEHAN	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	PATRICK G. HAINES	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	RICHARD RESSEL, JR.	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/7/2020	ROBERT EVANS	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	ROBERT A. SOLORIO, JR.	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	ROY STUTZ	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	RYAN COLELLI	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/7/2020	SCOTT R. MUSSELMAN	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	SCOTT W. REYNOLDS	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	SEAN P. FRANCHINI	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	SEAN M. MURTHA	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	SHEA S. JOHNSON	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	RYAN S. SHEEHAN	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	STEVEN A. DISE	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	THOMAS F. BROADBELT	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	THOMAS E. DIMMERLING	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/7/2020	ULYSSES M. FREEMAN	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	ANTHONY KROLIKOWSKI	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	DANIEL KERRIGAN	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/7/2020	JACOB R. ALLEN	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JOHN BURDSALL	2020 Shoe Allowance	300.00	PD
GENERAL FUND	1/7/2020	JOSEPH DETWEILER	2020 Shoe Allowance	300.00	PW
GENERAL FUND	1/7/2020	RUSSELL LAYRE	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/7/2020	BRANDEN T. SISCA	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/7/2020	WILLIAM J. CLEMENS	2020 Shoe Allowance	300.00	FIRE
GENERAL FUND	1/13/2020	HOUGH ASSOCIATES	RECYCLING	15,200.00	ADMIN
GENERAL FUND	1/13/2020	PAM BAUMANN PHOTOGRAPHY	PROMOTION EXPENSE	1,188.00	ADMIN
GENERAL FUND	1/13/2020	TIMOTHY TIEPERMAN	2020 LTD	1,106.25	ADMIN

Checking Account	Check Date	Vendor Name	Description	Amount	Department
GENERAL FUND	1/14/2020	PATRIOT CHEVROLET	2020 SILVERADO FOR RECREATION	36,567.15	REC
			GENERAL FUND Total	68,761.40	
GENERAL FUND 2	1/1/2020	HARRIS BANK	CREDIT CARD TRANSACTIONS	30,915.05	VARIOUS
GENERAL FUND 2	1/1/2020	LOWE'S	MONTHLY TRANSACTIONS	125.34	PW
			GENERAL FUND 2 Total	31,040.39	
			Grand Total	99,801.79	

2020 Expense Budget Summary as of 01/15/2020			
Fund	2020 Expense Budget	2020 Expended Amount	% of 2020 Budget Expended
General Fund	\$21,771,000.00	\$68,761.40	0%
Sewer Fund	\$3,135,000.00	\$0.00	0%
Summary of Operating & Capital Funds	\$42,598,105.00	\$68,761.40	0%

CREDIT CARD REPORT

1/1/2020

<u>Department</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Admin	Wegmans	Business Lunch	168.00
Admin	Etsy.Com	Appreciation Gift	89.99
Admin	Zoes Kitchen	Business Lunch	28.49
Admin	Pjs	Business Lunch	55.68
Admin	Asfpm	Membership	80.00
Admin	Eastern Pa Water Pollution	Membership	40.00
Fire	Ac Moore	Supplies	16.99
Fire	Customink	Uniforms	437.67
Admin	Mission Bbq	Limerick Exercise	368.03
Fire	5.11 Tactical	Uniforms	639.62
Fire	Bjs Wholesale	Supplies	124.37
PW	Elverson Supply Co Inc	Supplies	120.00
PW	Best Buy	Supplies	34.99
PW	Bjs Wholesale	Supplies	169.84
PW	Dicks Clothing&Sporting	Uniforms	231.96
PD	Radio Maintenance Inc	Supplies	191.65
PD	Amzn Mktp	Supplies	59.32
Admin	Giant	Supplies	11.34
PD	Tms Saint Josephs University	Cont. Edu.	2,809.56
Admin	Amzn Mktp	Supplies	67.71
PD	Psu Student Account	Cont. Edu.	125.46
PD	Office Service Company	Supplies	387.65
PD	Adobe	Subscription	25.31
PD	Emergency Medical Prod	Supplies	219.89
PD	Click.Org Basic	Supplies	9.00
PD	Office Service Company	Supplies	171.94
PD	Amsterdam Prnt & Litho	Supplies	19.50
PD	Tlo Transunion	Service	121.25
PD	Vistaprint.Com	Supplies	82.66
PD	Amer Public University	Cont. Edu.	-1,025.00
Admin	Canva	Subscription	2.00
Admin	Comcast	Service	206.17
Admin	Humphrey's Pest Control	Service	254.00
Admin	Wrigleys Office Supply	Supplies	245.96
Admin	American Arbitration A	Municipal Campus	60.00
PW	Amazon.Com	Supplies	59.95
PW	Health Mats	Service	325.00
PW	Amzn Mktp	Supplies	44.80
PW	MCCC Touchnet	Cont. Edu.	955.00
Admin	Wrigleys Office Supply	Supplies	48.51
Admin	Fs Techsmith	Software	158.95
Admin	Wall St Journal	Subscription	38.99
Rec	Marcus Theatres	Tickets	3,931.25
Admin	Comcast	Service	147.87
Admin	Wrigleys Office Supply	Supplies	24.19
Admin	Comcast	Service	80.12
PD	Bjs Wholesale	Supplies	239.52
PD	Fedex	Postage	25.77
PW	Iron Mountain	Service	980.29

<u>Department</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Admin	The Olive Garden	Business Lunch	45.00
Admin	Verizon Recurring Pay	Service	288.91
PD	Comcast	Service	87.92
Admin	Comcast	Service	227.87
Fire	Comcast	Service	357.33
Rec	Dollar Tree	Programs	38.00
Rec	Amzn Mktp	Programs	93.11
Rec	Amazon.Com	Programs	32.01
Rec	Dollar Tree	Programs	16.00
Fire	Lowes	Supplies	7.96
Fire	Staples	Supplies	22.47
Fire	Pa Background Check	Service	44.00
Fire	Tri County Chrysler Dodge Jeep Ram	Service	235.06
Fire	Apple.Com	Service	0.99
Admin	Staples	Supplies	667.42
Admin	Staples	Supplies	450.38
PW	Kochel Equipment Co	Supplies	32.00
Admin	Staples	Supplies	524.75
PW	Mari-Al Auto Body Inc	Service	875.00
PW	Reading Equip.& Dist.	Supplies	61.75
Admin	Staples	Supplies	629.70
PW	Apple.Com	Service	0.99
PW	Trail Electric	Service	1,939.58
Admin	Staples	Supplies	23.98
PW	Jesse Baro Inc.	Service	490.23
PW	Certified Power	Service	1,319.55
Admin	Staples	Supplies	165.58
Admin	Staples	Supplies	129.90
Admin	Staples	Supplies	125.94
Sewer	Eastern Pa Water Pollution	Training	520.00
Admin	Roccos New York Oven	Business Lunch	236.40
PD	Wyndham Grand Chicago	Training	1,351.08
Rec	Cvs/Pharmacy	Programs	11.29
Rec	Panera Bread	Business Lunch	22.96
Rec	Once Upon a Dream	Programs	100.00
Rec	Target	Programs	15.48
Rec	Panera Bread	Business Lunch	12.49
Rec	Perkiomen Valley Chamber of Commerce	Membership	215.00
Rec	Plumbing Supply Group	Equipment	4,167.20
Rec	Fun Express	Programs	31.12
Rec	Bjs Wholesale	Programs	15.98
Rec	Hagey Tours	Tickets	1,190.00
Rec	Marzellas Pizza Shop	Programs	35.56
Rec	Giant	Programs	5.91
Rec	Once Upon a Dream	Programs	339.99
		TOTAL	30,915.05



**TOWNSHIP OF UPPER PROVIDENCE
JANUARY 1ST TO JANUARY 15TH BILL LIST SUMMARY**

Fund Code	Paid Invoices	Open Invoices	Credit Card	Auto Pay	Total
01 - General Fund	68,761.40	0.00	30,915.05	125.34	99,801.79
TOTAL	68,761.40	0.00	30,915.05	125.34	99,801.79



**UPPER PROVIDENCE BOARD OF SUPERVISORS
REGULAR MEETING
Monday, January 6, 2020 – 7:00 P.M.**

ATTENDANCE

Board of Supervisors: Helene Calci, Chair; Albert Vagnozzi, Vice-Chair; Laurie Higgins, Supervisor; John Pearson, Supervisor, and Bill Starling, Supervisor.

Staff Present: Timothy J. Tieperman, Township Manager; Bryan Bortnichak, Assistant Township Manager; Chief Mark Toomey, UPT Police Department; Arielle Simmons, Communications Officer; and Cheryl Schinski, Administrative Services Manager.

Consultants Present: Geoffrey Grace, Zoning Officer; Eric Frey, Esquire, Township Solicitor Representative; William Dingman, Township Engineer and Casey Moore, Township Traffic Engineer.

CALL TO ORDER

Supervisor Calci called the meeting to order at 7:25 p.m.

PLEDGE OF ALLEGIANCE

Supervisor Calci stated that the Pledge of Allegiance was done at the beginning of the Reorganization Meeting.

MOTION TO APPROVE BOARD AGENDA

Supervisor Vagnozzi motioned, seconded by Supervisor Pearson, to approve the January 6, 2020 Board Agenda, per § 2-2-5 (A) of the Township Administrative Code. Motion carried 5-0.

PUBLIC COMMENT

Supervisor Calci stated that Public Comments were done as part of the Reorganization Meeting. Solicitor Frey asked for and clarified that there were no public comments for the Regular Meeting.

CEREMONIES

A brief ceremony was held to recognize several Upper Providence Township Police Officers. Chief Toomey presented Unit Citations for Meritorious Service to Sgt. Sheehan, Off. Burdsall, Off. Reynolds, and Off. Rosser for their exceptional work and diligence to duty.

A brief ceremony was held to recognize Township Manager, Timothy Tieperman, for receiving his 30-Year Service Award from the International City/County Management Association (ICMA).

EXECUTIVE SESSION

None

APPROVAL OF BILL LIST

1. December 1, 2019 – December 31, 2019: \$1,304,197.19

Supervisor Starling motioned, seconded by Supervisor Pearson, to approve the bill list for the period of December 1, 2019 – December 31, 2019, in the amount of \$1,304,197.19. Motion carried 5-0.

APPROVAL OF MINUTES

2. December 2, 2019 Regular Meeting

Supervisor Vagnozzi motioned, seconded by Supervisor Pearson, to approve the minutes of the December 2, 2019 regular meeting. Motion carried 5-0.

PUBLIC HEARING

None

OLD BUSINESS (ACTION/DISCUSSION ITEMS)

None

NEW BUSINESS (ACTION/DISCUSSION ITEMS):

3. Consider adopting Resolution 2020-6 approving of the Pleasant Lane Sanitary Sewer Planning Module

Mr. Bortnichak stated that this is phase 2 of an on-going sewer project and budgeted through the 2020 Capital Budget. In the Fall 2019, staff presented the Board with a resolution for the Spring Mill Lane Sewer Project, which the Board adopted. This project will be bid in conjunction with the Spring Mill Lane Sewer Project for a cost savings to the Township. Mr. Bortnichak stated that Mr. Dingman has met with residents and obtained the easements required to run and connect the gravity main to an existing main on Mingo Road. The conditions remain the same with the benefit assessment and connection only required with a failed on-lot system.

Supervisor Pearson asked for clarification on the fee for connection. Mr. Bortnichak stated the benefit assessment fee is approximately \$10,000. Mr. Dingman clarified that there are

additional costs for plumbing and taping fees with the total cost for connection approximately \$20,000.

Supervisor Vagnozzi motioned, seconded by Supervisor Higgins, to adopt Resolution 2020-6 approving the Pleasant Lane Sanitary Sewer Planning Module. Motion carried 5-0.

4. Consider adoption of 2020 Emergency Operations Plan

Mr. Bortnichak stated that the Plan has not changed in any substantive way. Supervisor Starling is now listed as a seated supervisor and all of the Supervisors must sign the Plan to keep it current.

Supervisor Pearson asked if yearly emergency operations exercises are performed. Mr. Bortnichak stated that an emergency exercise is performed with Limerick Power Plant every two years; this was done in October 2019. Chief Kerrigan stated that the Emergency Management Coordinator (EMC) is also currently serving as a firefighter due to deployment of one of the staff firefighters. After the staff firefighter's return, the EMC will be focusing on scheduling emergency exercises. Chief Kerrigan envisions doing small scale exercises on the off year from the Limerick Power Plant drill, including table-top exercises with decision making processes for the supervisors and staff. Supervisor Starling asked if iodine distribution was part of the Limerick exercise. Chief Kerrigan stated the drill is staged by the Federal Emergency Management Agency (FEMA) and the Pennsylvania Emergency Management Agency (PEMA) and we follow the script that is presented. Supervisor Starling would like to see a small dispensing exercise.

Supervisor Pearson motioned, seconded by Supervisor Vagnozzi, to adopt the 2020 Emergency Operations Plan. Motion carried 5-0.

5. Consider approving fire and EMS service contracts for 2020

Mr. Tieperman stated that Chief Kerrigan has worked with the local area fire and EMS companies to get the contracts for 2020 signed. There have been no substantive changes. The EMS contracts now run on a yearly basis. Chief Kerrigan stated that the maps attached with the contracts show the service/response areas and there were no changes from last year. A change to the fire contract reduced the amount of time to enter a fire report to 48 hours. The EMS contracts are now done on an annual basis with a start date of January 1.

Supervisor Pearson motioned, seconded by Supervisor Vagnozzi, to approve the fire and EMS service contracts for 2020. Motion carried 5-0.

MANAGER AND DEPARTMENT HEAD REPORTS

None

CONSULTANT REPORTS

6. Engineering and capital improvement project updates

Mr. Dingman stated that the survey and environmental crews will out in the Tindy Run area doing wetland and waterway work. This will also happen at the emergency services facility site.

SOLICITOR’S REPORT

7. Process of abstaining from a vote by a Supervisor

Solicitor Frey discussed the process of abstaining from a vote. Under the State Ethics Act, if something is on the agenda and the supervisor knowingly has a conflict, the supervisor needs to submit a memo with the reason for abstaining to the chair prior to the meeting. In the event of a conflict during a meeting, a supervisor can abstain from a vote but must state the reason for abstaining. If more than three supervisors would have to abstain, thus losing the quorum, the supervisors still need to announce that they are abstaining, why they are abstaining, but are allowed to vote on the issue to preserve the quorum.

8. Real Estate Tax Assessment Appeal – VEREIT BE Portfolio, LLC (Bob Evans Restaurant)

Solicitor Frey stated that most municipalities allow the school district to handle a real estate tax assessment appeal. For example, if there is a school district tax of \$5,000-\$6,000, the county and township tax are about \$1,000. The township solicitor’s office does monitor the appeals. The supervisors are free to send the solicitor to an appeal hearing if they feel it is warranted.

SUPERVISORS COMMENTS

Supervisor Higgins recommended reading “Beloved” by Toni Morrison.

Supervisor Starling thanked Mr. Tieperman, the department heads, and the staff for their professional excellence during his supervisor orientation.

Supervisor Calci asked about trash on Arcola Road and Yeager Road. Mr. Bortnichak stated he contacted the Montgomery County Corrections in the past to see if there are any crews available. Supervisor Pearson stated that these were the same roads that were tended to before. He feels that this is a good time of year to have this done.

UPCOMING EVENTS

9. Board of Supervisors meeting schedule: *third Monday (third Tuesday to accommodate holidays) of each*
January 21, 2020 at 7:00 p.m.
February 18, 2020 at 7:00 p.m.

10. Planning Commission meeting schedule: *second and fourth Wednesday of each month*
January 8, 2020 at 7:00 p.m.
January 22, 2020 at 7:00 p.m.

11. Comprehensive Plan Subcommittee meeting schedule: *third Wednesday of each month*
January 15, 2020 at 7:00 p.m.

12. Municipal Authority meeting schedule: *first Thursday of each month*
February 6, 2020 at 7:00 p.m.

13. Parks and Recreation Committee meeting schedule: *third Wednesday of each month*
January 15, 2020 at 6:00 p.m.

ADJOURNMENT

There being no further business, Supervisor Pearson motioned, seconded by Supervisor Vagnozzi to adjourn the meeting at 7:56 p.m. Motion carried 5-0.

Respectfully Submitted,



Timothy J. Tieperman
Township Manager/Secretary



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PUBLIC HEARING

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Supervisor Pearson asked for clarification on the fee for connection. Mr. Bortnichak stated the benefit assessment fee is approximately \$10,000. Mr. Dingman clarified that there are

additional costs for plumbing and taping fees with the total cost for connection approximately \$20,000.

Supervisor Vagnozzi motioned, seconded by Supervisor Higgins, to adopt Resolution 2020-6 approving the Pleasant Lane Sanitary Sewer Planning Module. Motion carried 5-0.

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Mr. Bortnichak stated that the Plan has not changed in any substantive way. Supervisor Starling is now listed as a seated supervisor and all of the Supervisors must sign the Plan to keep it current.

Supervisor Pearson asked if yearly emergency operations exercises are performed. Mr. Bortnichak stated that an emergency exercise is performed with Limerick Power Plant every two years; this was done in October 2019. Chief Kerrigan stated that the Emergency Management Coordinator (EMC) is also currently serving as a firefighter due to deployment of one of the staff firefighters. After the staff firefighter's return, the EMC will be focusing on scheduling emergency exercises. Chief Kerrigan envisions doing small scale exercises on the off year from the Limerick Power Plant drill, including table-top exercises with decision making processes for the supervisors and staff. Supervisor Starling asked if iodine distribution was part of the Limerick exercise. Chief Kerrigan stated the drill is staged by the Federal Emergency Management Agency (FEMA) and the Pennsylvania Emergency Management Agency (PEMA) and we follow the script that is presented. Supervisor Starling would like to see a small dispensing exercise.

Supervisor Pearson motioned, seconded by Supervisor Vagnozzi, to adopt the 2020 Emergency Operations Plan. Motion carried 5-0.

5. Consider approving fire and EMS service contracts for 2020

Mr. Tieperman stated that Chief Kerrigan has worked with the local area fire and EMS companies to get the contracts for 2020 signed. There have been no substantive changes. The EMS contracts now run on a yearly basis. Chief Kerrigan stated that the maps attached with the contracts show the service/response areas and there were no changes from last year. A change to the fire contract reduced the amount of time to enter a fire report to 48 hours. The EMS contracts are now done on an annual basis with a start date of January 1.

Supervisor Pearson motioned, seconded by Supervisor Vagnozzi, to approve the fire and EMS service contracts for 2020. Motion carried 5-0.

MANAGER AND DEPARTMENT HEAD REPORTS

None

CONSULTANT REPORTS

6. Engineering and capital improvement project updates

Mr. Dingman stated that the survey and environmental crews will out in the Tindy Run area doing wetland and waterway work. This will also happen at the emergency services facility site.

SOLICITOR’S REPORT

7. Process of abstaining from a vote by a Supervisor

Solicitor Frey discussed the process of abstaining from a vote. Under the State Ethics Act, if something is on the agenda and the supervisor knowingly has a conflict, the supervisor needs to submit a memo with the reason for abstaining to the chair prior to the meeting. In the event of a conflict during a meeting, a supervisor can abstain from a vote but must state the reason for abstaining. If more than three supervisors would have to abstain, thus losing the quorum, the supervisors still need to announce that they are abstaining, why they are abstaining, but are allowed to vote on the issue to preserve the quorum.

8. Real Estate Tax Assessment Appeal – VEREIT BE Portfolio, LLC (Bob Evans Restaurant)

Solicitor Frey stated that most municipalities allow the school district to handle a real estate tax assessment appeal. For example, if there is a school district tax of \$5,000-\$6,000, the county and township tax are about \$1,000. The township solicitor’s office does monitor the appeals. The supervisors are free to send the solicitor to an appeal hearing if they feel it is warranted.

SUPERVISORS COMMENTS

Supervisor Higgins recommended reading “Beloved” by Toni Morrison.

Supervisor Starling thanked Mr. Tieperman, the department heads, and the staff for their professional excellence during his supervisor orientation.

Supervisor Calci asked about trash on Arcola Road and Yeager Road. Mr. Bortnichak stated he contacted the Montgomery County Corrections in the past to see if there are any crews available. Supervisor Pearson stated that these were the same roads that were tended to before. He feels that this is a good time of year to have this done.

UPCOMING EVENTS

9. Board of Supervisors meeting schedule: *third Monday (third Tuesday to accommodate holidays) of each*
January 21, 2020 at 7:00 p.m.
February 18, 2020 at 7:00 p.m.

10. Planning Commission meeting schedule: *second and fourth Wednesday of each month*
January 8, 2020 at 7:00 p.m.
January 22, 2020 at 7:00 p.m.

11. Comprehensive Plan Subcommittee meeting schedule: *third Wednesday of each month*
January 15, 2020 at 7:00 p.m.

12. Municipal Authority meeting schedule: *first Thursday of each month*
February 6, 2020 at 7:00 p.m.

13. Parks and Recreation Committee meeting schedule: *third Wednesday of each month*
January 15, 2020 at 6:00 p.m.

ADJOURNMENT

There being no further business, Supervisor Pearson motioned, seconded by Supervisor Vagnozzi to adjourn the meeting at 7:56 p.m. Motion carried 5-0.

Respectfully Submitted,



Timothy J. Tieperman
Township Manager/Secretary

BEFORE THE UPPER PROVIDENCE TOWNSHIP BOARD OF SUPERVISORS

RESOLUTION 2020-7

Applicant: SEI Investments
Owner: SEI Investments
Property: 1 Freedom Valley Drive
North Campus-Phase 1A (Off-site Roadway Improvements)
Application Number 7-042B001-1138LD/SD Final

FINAL SUBDIVISION AND LAND DEVELOPMENT APPROVAL

The Board of Supervisors grants Applicant, SEI Investments, final subdivision and land development approval for the development of its North Campus, Phase IA. Pursuant to Resolution 2019-20, Applicant previously received final land development approval for Building 12 and related driveway, parking and other improvements, but off-site improvements to Egypt Road, Black Rock Road, Cider Mill Road, and certain other improvements were deferred and designated Phase 1A. Those improvements are now receiving final approval pursuant to this resolution.

Approval requires continued compliance with all pertinent consultant review letters, including the letter from McMahon Transportation Engineers dated November 22, 2019, and the letter from Gilmore & Associates dated December 11, 2019.

The preliminary approval resolution that included both phase 1 and phase 1A, resolution 2018-36, is incorporated by reference and sets forth the grant of all requested waivers (paragraph "18"). The waivers that were granted as items 18 "E" (sidewalks on Cider Mill Road and Upper Indianhead Road) and 18 "J" (curbs at the same locations) were granted on the basis of Applicant's proposed construction of South Reber Road. In the event that Applicant does not include Reber Road as a part of its plan submittal for Phase 2, then in such event waivers 18 "E" and "J" are null and void and the work waived in those paragraphs will

be completed along with the Phase 2 work. Any obligations with respect to work on the county trail will also be coordinated with the ultimate agreed upon design for Reber Road.

Applicant has already posted security in the amount of 11.4 million dollars, which includes the road improvements as a secured improvement. By signing below, Applicant will agree with Township that the developer's agreement already in place for Phase 1 shall be considered modified regarding the scope of work to include Phase 1A, since the previously-posted security is in an amount sufficient to secure all aspects of both phases. The parties will append a letter to the agreement confirming its applicability to Phases 1 and 1A.

Final approval includes the following obligations:

1. Signing the Township's required Land Development documentation, prepared to the satisfaction of the Township Solicitor, including a Storm Water Best Management Practices and Operations and Maintenance Agreement.
2. Posting financial security for all public improvements shown on the Final Plan to the satisfaction of the Township Engineer and Solicitor (already posted). For the purposes of this approval, the term "public improvements" includes, but is not limited to:

streets, drive aisles, curbs, water mains, sanitary sewer systems, rain gardens (best management practice) and appurtenances, grading, erosion and sediment control, lighting, required trees, shrubs and landscape buffering, monuments, pins and sidewalks.

Security shall be posted in accordance with the Municipalities Planning Code: 110% for twelve months subject to annual revision, 15% during maintenance period measured from Township acceptance of dedicated improvements.

4. Satisfying all applicable Township Code, Sewer Authority, and Water provider requirements.
5. Identifying all storm water inlets and outfall structures on the final plan in accordance with the PA DEP Municipal Separate Storm Sewer System requirements.
6. Obtaining all other applicable permits from agencies having jurisdiction over this project.
7. Paying all project-related costs and fees, including any Consultant and Solicitor fees owing.

This Resolution shall become effective on the date upon which all of the above stated conditions are accepted by the Applicant in writing below. If, for any reason, Applicant fails to acknowledge the acceptance of the conditions contained in this Resolution within 10 days from the date of this Resolution, then the Final Plan approval granted herein shall become null and void.

DULY PRESENTED AND ADOPTED by the Upper Providence Township Board of Supervisors at a public meeting held this 22nd day of January, 2020.

Helene Calci, Board Chair

ATTEST: _____
Timothy J. Tieperman, Township Secretary

APPLICANT'S ACCEPTANCE OF APPROVAL CONDITIONS

Applicant agrees to the above conditions this _____ day of _____, 2020.

SEI Investments

BY: _____

BEFORE THE UPPER PROVIDENCE TOWNSHIP BOARD OF SUPERVISORS

RESOLUTION 2020-08

Applicant: Providence Business Park III, LLC
Plan No.02059-0355-03LD
“60k Flex Space Building”

PRELIMINARY LAND DEVELOPMENT APPROVAL

The Board of Supervisors grants Applicant, Providence Business Park III, LLC, conditional preliminary land development approval for its “60k Flex Space Building” at Providence Business Park III on the western side of Hollow Road, south of Schell Lane. Approval is based upon a 17 sheet plan set dated June 21, 2019 and prepared by Ludgate Engineering.

This Board’s final approval of the plan requires satisfaction of the conditions set forth in the Township consultants’ review letters including letters from Gilmore & Associates dated December 6, 2019 (and separate Gilmore landscape and lighting review, December 5, 2019); Grace Planning Associates dated December 4, 2019; McMahan Transportation Engineers dated November 26, 2019 (and separate Master Plan traffic study review letter, December 20, 2019).

Final approval will also include the following terms, conditions and requirements:

1. Signing the Township’s required Land Development documentation, prepared to the satisfaction of the Township Solicitor, including a Land Development Agreement and Storm Water Best Management Practices and Operations and Maintenance Agreement.
2. Posting financial security for all public improvements shown on the Final Plan to the satisfaction of the Township Engineer and Solicitor. For the purposes of this approval, the term “public improvements” includes, but is not limited to:

streets, drive aisles, curbs, water mains, sanitary sewer systems, rain gardens (best management practice) and appurtenances, grading, erosion and sediment control, lighting, required trees, shrubs and landscape buffering, monuments, pins and sidewalks.

Security shall be posted in accordance with the Municipalities Planning Code: 110% for twelve months subject to annual revision, 15% during maintenance period measured from Township acceptance of dedicated improvements.

3. Satisfying all applicable Township Code, Sewer Authority, and water provider requirements.
4. Identifying all storm water inlets and outfall structures on the final plan in accordance with the PA DEP Municipal Separate Storm Sewer System requirements.
5. Obtaining all other applicable permits having jurisdiction over this project.
6. Paying all project-related costs and fees, including any Consultant and Solicitor fees owing.
7. Any signage identified on the Final Plan is not approved unless it conforms to the Township's Zoning Ordinance or has been previously granted zoning relief from the Township's Zoning Hearing Board.

The following waivers requested by the Applicant are hereby granted (references are to sections of the SALDO):

- i. Section 150-12.B.(1). The use of plastic-PVC stormwater pipes is permitted.
- ii. Section 154-12.A.(1). Plans may be permitted in the scale as already submitted.
- iii. Section 154-26.A. Allowing embankment fill with a 2:1 slope.
- iv. Section 154-40.G. LED lighting permitted.

This Resolution shall become effective on the date upon which all of the above stated conditions are accepted by the Applicant in writing below. If, for any reason, Applicant fails to acknowledge the acceptance of the conditions contained in this Resolution within 10 days from the date of this Resolution, then the Preliminary Plan approval granted herein shall become null and void, the waivers requested shall be deemed denied, and the plan shall be denied for failure to comply with Sections of the Township Zoning Ordinance and/or Township Subdivision and Land Development Ordinance for the reasons cited herein or as set forth in the letters referenced herein.

DULY PRESENTED AND ADOPTED by the Upper Providence Township Board of Supervisors at a public meeting held this 21st day of January, 2020.

Helene Calci, Board Chair

ATTEST: _____
Timothy J. Tieperman, Township Secretary

APPLICANT'S ACCEPTANCE OF APPROVAL CONDITIONS

Applicant agrees to the above conditions this _____ day of _____, 2020.

PROVIDENCE BUSINESS PARK III, LLC

BY: _____

**UPPER PROVIDENCE TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2020-10

**RESOLUTION ACCEPTING DEDICATION OF EASEMENT RIGHTS
FOR LOCAL PUBLIC ROAD ACROSS LANDS AT THE HIGHFIELD AT
PROVIDENCE PROJECT IN UPPER PROVIDENCE TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA.**

WHEREAS, the Pennsylvania Department of Transportation acquired through eminent domain the land that was required to construct what was at one time to be a roadway known commonly as the “Phoenixville Spur”, such lands including an area on which would be constructed a “Service Road Number 2”, such being an area further described on the attached Exhibit “A”, and

WHEREAS, the Department of Transportation has presently abandoned any intention to construct such spur and appurtenant service road, and subsequently entered into an assignable Right of Entry (Easement) agreement with landowners James L and Dolores Pierson on March 23, 2005, subsequently assigned to Toll Brothers, retaining the right to further assign to Upper Providence Township should the Township wish to accept dedication as set forth in paragraph 11 of the Right of Entry Agreement, and

WHEREAS, Developer, through its attorney, has offered an easement in the form of a right of entry (not a fee simple conveyance, as Developer does not own such lands in fee but rather has a right of entry which is being transferred here) over and across the lands originally intended for Service Road 2, for possible future use as a local township road, PennDOT having represented the ability to construct such local road without possessing fee simple ownership, and

WHEREAS, the Board of Supervisors of Upper Providence Township has determined that acceptance of the Entry Area and road improvements are consistent with the convenience and safety of the public.

(intentionally blank)

NOW, THEREFORE, BE IT RESOLVED, by virtue of the authority provided by the Pennsylvania Municipalities Planning Code:

1. The Township hereby accepts dedication of the Entry Area and the road improvements as described in the Right of Entry Agreement dated March 23, 2005 and Assignment of Entry Agreement dated April 29, 2005, being the area or a portion of the area originally intended for the construction of Service Road 2, as shown on the attached Exhibit "A", and hereby authorizes the execution of any documents necessary to effectuate the same.

RESOLVED and **ADOPTED** this 21st day of JANUARY, A.D., 2020.

Attest:

**UPPER PROVIDENCE TOWNSHIP
BOARD OF SUPERVISORS**

Timothy J. Tieperman
Township Secretary

BY:

Helene Calci, Board Chair

EXHIBIT “A”
Legal Description & Plan



August 2, 2016

DESCRIPTION OF PROPERTY
EXISTING 80' PENNDOT RIGHT-OF-WAY
HIGHFIELD AT PROVIDENCE

All that certain lot or parcel of land situated in the Township of Upper Providence, County of Montgomery and Commonwealth of Pennsylvania, as shown on a plan entitled, "Plan Exhibit of an Existing 80' PENNDOT Right-of-Way, Highfield at Providence, dated August 02, 2016, prepared by ESE Consultants, Inc., Horsham, Pa. 19004, recorded or about to be recorded in the Montgomery County Recorder of Deeds Office, more particularly described as follows:

Beginning at a corner of T.M.P. No. 61-00-02254-007, a point on line of Lot 3, Highfield at Providence Subdivision, on the northwesterly corner of the Existing 80' PENNDOT Right-of-Way, said corner located the following course and distance from a corner of Lot 3 on the northwesterly side of Wilson Way (50' R.O.W.), a concrete monument to be set and running;

- a. North 53 degrees 12 minutes 53 seconds West, a distance of 6.00 feet to the place of beginning.
2. Along Lot 3, passing along the bed of Wilson Way and along Lot 34, South 53 degrees 12 minutes 53 seconds East, a distance of 80.03 feet (passing over two (2) concrete monuments to be set), a point on line of Lot 34 and a corner of T.M.P. No. 61-00-02254-007; thence
3. Along T.M.P. No. 61-00-02254-007, South 35 degrees 20 minutes 47 seconds West, a distance of 421.56 feet to a point on line of T.M.P. No. 61-00-05182-508; thence
4. Along T.M.P. No. 61-00-05182-508 and passing along the bed of Valley View Road (41.5' R.O.W.), north 54 degrees 37 minutes 48 seconds West, a distance of 46.39 feet; thence
5. Along said bed, the following two (2) courses and distances, North 31 degrees 20 minutes 00 seconds East, a distance of 15.90 feet; thence
6. North 54 degrees 39 minutes 13 seconds West, a distance of 32.50 feet to a corner of T.M.P. No. 61-00-02251-001, on the northerly side of Hasson Road (33' R.O.W.); thence
7. Along T.M.P. No. 61-00-02251-001 and T.M.P. No. 61-00-02254-007, North 35 degrees 20 minutes 47 seconds East, a distance of 407.69 feet to the first mentioned point and place of beginning.

Containing 33,280 square feet of land.

Subject to easements and restrictions of record, if any.

Description prepared by ESE Consultants, Inc., Horsham, Pa.

ESE Consultants, Inc.

250 Gibraltar Road, Suite 2E • Horsham, PA 19044

p: 215.914.2050 • f: 215.293.5489

ORDINANCE NO. 582

**UPPER PROVIDENCE TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING THE CODE OF UPPER PROVIDENCE
TOWNSHIP, SPECIFICALLY SECTIONS OF ARTICLE II OF
CHAPTER 143 TO CHANGE THE BILLING FREQUENCY OF
SEWER RENTS FROM QUARTERLY TO SEMIANNUAL**

The Board of Supervisors of Upper Providence Township, Montgomery County, Pennsylvania under and by virtue of authority granted by the Pennsylvania Second Class Township Code does hereby enact and ordain:

SECTION I. CODE AMENDMENTS:

- 1) **§143-11.A, Sewer rents**, is hereby amended to read as follows:

There is hereby imposed upon the owners and upon the users of each property served by the collection system, for the use thereof, an annual rent to be computed and payable semiannually in accordance with the following subsections.

- 2) **§143-11.B, Sewer rents**, is hereby amended to read as follows:

The sewer rent in respect of properties served by the collection / conveyance system which are also served by a metered water supply, other than residential dwelling units, shall be computed on the basis of gallonage of water usage per semiannual period at a rate to be set, from time to time, by Resolution of the Board of Supervisors, for the first 36,500 gallons or any portion thereof (such amount to be a semiannual minimum) and at an additional rate per 1,000 gallons for usage in excess of 36,500 gallons. In any case, where a substantial portion of the total water used by any such property is not discharged into the collection/conveyance system, the owner or user of the property may install, at his expense, a meter or other measuring device on the sewer connection (in which case the sewer rent will be calculated on the reading obtained thereby) or on the facilities through which is discharged effluent not entering into the collection system (in which case the sewer rent will be calculated on the net of the total water usage less the reading obtained thereby), provided that any such meter or other measuring device and the installation and continued maintenance thereof shall be subject to the approval and inspection of the sewer authority. In the case of any property served by a metered water supply in respect of which the sewer authority determines that sewer rent cannot properly be determined on a water usage basis because the entire water supply is not metered or properly metered or the sewer authority is prevented, for any reason, from reading the water meter or making such tests or inspections of the meter or of the water transmission or distribution facilities located on the property as it may deem necessary to determine the accuracy or

sufficiency of the metering devices, then the sewer authority shall compute the sewer rent in the manner provided in Subsection C of this section.

3) **§143-11.E, Sewer rents**, is hereby amended to read as follows:

Sewer rents for commercial establishments under Subsection C, which are dependent upon the number of bays, washers, chairs, stalls or garbage grinders under the foregoing schedule shall be computed on the basis of the average number of such bays, washers, etc., for the calendar semiannual period preceding the date of the semiannual bill.

4) **§143-11.F, Sewer rents**, is hereby amended to read as follows:

Sewer rents for schools payable under Subsection C shall be computed on the basis of the average number of pupils enrolled during the school term preceding the date of the semiannual bill. Teachers and employees shall be included with pupils for purposes of such computation.

5) **§143-13.A, Billing and payment of sewer rents**, is hereby amended to read as follows:

The flat-rate sewer rents imposed by §143-11C shall be payable semiannually in advance, and the rent for each semiannual period shall be billed and payable as of the 15th day of semiannual period, i.e., on the 15th day of April and October in each year. Rent for the semiannual period in which the connection is made shall be prorated and shall be billed in conjunction with the next regular semiannual billing or by special billing, as the official responsible for billing may elect. When sewer service has been provided in such manner as to make a connection available for more than six months, any property capable of connection therewith shall be billed as if connection had actually been made, unless a waiver has been granted by the Board of Supervisors in accordance with §143-3A.

6) **§143-13.B, Billing and payment of sewer rents**, is hereby amended to read as follows:

The water-usage sewer rents imposed by § 143-11B shall be payable upon billing and shall be billed and payable on a semiannual basis. The respective dates of semiannual meter reading and billing in respect of the several properties subject to such sewer rents shall be established by the sewer authority and may be on a staggered basis. The first such reading and billing in respect of each such property may be based upon such time period not exceeding six months, as the sewer authority may determine, with appropriate proration of the rent in respect of any such periods which vary from an exact semiannual period.

7) **§143-14, Penalty For unpaid sewer rents**, is hereby amended to read as follows:

If any semiannual installment of sewer rent is not paid within 30 days after the date of the bill, a penalty of 10% shall be added thereto. Any unpaid sewer rent, together with

penalties thereon to the extent permitted by law, shall be a lien on the property served which may be collected by the filing of a civil complaint or by the filing of a lien in the nature of a municipal claim. In addition, the sewer authority may require any water utility to shut off the water supply to any property with respect to which the sewer rent imposed hereby is unpaid until all such rents, together with penalties as aforesaid, are paid.

SECTION II. SEVERABILITY:

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provisions shall be separate, distinct and independent and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION III. REPEALER:

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

SECTION IV. FAILURE TO ENFORCE NOT A WAIVER:

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

SECTION V. EFFECTIVE DATE:

This ordinance shall become effective five days after its adoption by the Upper Providence Township Board of Supervisors.

ENACTED AND ORDAINED by the Board of Supervisors of Upper Providence Township, Montgomery County, Pennsylvania, this ____ day of _____, 2020.

ATTEST:

Timothy J. Tieperman, Secretary

BOARD OF SUPERVISORS
UPPER PROVIDENCE TOWNSHIP

By: _____
Helen Calci, Chair

MUTUAL AID AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020, by and between **Perkiomen Township**, a Second Class Township in the Commonwealth of Pennsylvania, having its principal place of business at 1 Trappe Road Collegeville, Montgomery County, Pennsylvania 19426,

AND

Upper Providence Township, a Second Class Township in the Commonwealth of Pennsylvania having its principal place of business at 1286 Black Rock Road Oaks, Montgomery County, Pennsylvania 19456.

BACKGROUND

WHEREAS, each of the parties hereto has an interest in the investigations of fire and explosions and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the investigation of fire and explosions, and/or other emergency support; and

WHEREAS, in the event of a fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire and/or explosion investigation and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of a fire or explosion or other emergency; and

WHEREAS, the location of each party is located in such a manner as to enable each party to render mutual aid assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual aid assistance to each other in the case of a fire, explosion, or other emergency;

NOW, THEREFORE, the parties hereto, in accordance with the terms, conditions, and provisions of this Agreement, and by the authority granted each party hereto under the Pennsylvania Constitution and with the full intent to be legally bound hereby, agree as follows:

1. **PURPOSE:** The purpose of this Mutual Aid Agreement is to provide mutual assistance to the parties for fire and explosion investigation in the event of a fire, explosion, disaster or other emergency.

2. **REQUEST FOR ASSISTANCE:** The Fire Marshal or Incident Commander of the party at the scene of an emergency within the boundaries of that party's geographical jurisdiction (the “requesting party”) is authorized to request assistance from the other party to this Agreement (the “responding party”) if and when confronted with a Fire or Explosion at which the requesting party has need for equipment or personnel to assist in their duties in the investigation of the fire and/or explosion.
3. **RESPONSE TO REQUEST:** Upon receipt of a request as provided above, the Fire Marshal or Commanding Officer, or other designated responsible person as provided within the responding party’s chain of command, shall immediately take the following action:
 - A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the type of equipment and number of personnel available.
 - B. Determine what available equipment and what available personnel should be dispatched, in accordance with the plans and procedures established by the parties.
 - C. In the event the requested equipment and/or personnel are available, then the responding party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the requesting party of such fact.
4. **LIABILITY:** The parties agree that the requesting party shall assume liability for and hold the responding party harmless from any and all liabilities, which arise out of decisions or judgments of the responding party. Notwithstanding the foregoing, each party hereto agrees to assume responsibility for liabilities arising out of or relating to the direct action of its own personnel and to hold the other party harmless therefrom as to any action resulting from the other party’s performance under this Agreement.
5. **COMPENSATION:** Each party agrees not to seek from the other party any compensation for services rendered under this Agreement. Further, each party hereto shall retain full responsibility for the payment of wages and other compensation and for carrying workmen's compensation upon said their respective employees; and each party shall be responsible for its own equipment and shall bear the risk of loss thereto, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.
6. **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel, and to provide proof of same upon request by the other party hereto.
7. **TERMINATION:** A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in said

written notice. Such written notice shall automatically terminate this Agreement on the date specified.

8. AGREEMENT NOT EXCLUSIVE: This agreement is not intended to create an exclusive relationship as between the parties hereto. Either of the parties may, as necessary or expedient, enter into additional Mutual Aid Agreements with other parties. Entry into such separate Agreements shall not alter or modify the terms and conditions of this Agreement, which may only be altered or amended by written addendum between the parties hereto.
9. RESPONSE PRIORITY: Nothing in this Agreement shall be construed as creating any obligation on the part of either party to provide equipment or personnel to the other party in the event that a party is unable to provide response to the requesting party due to pre-existing emergency response within the geographical limits of the responding party, or the limits of any other territory with whom responding party may be acting under terms of a similar Mutual Aid Agreement, or for any other reason as determined by the Commanding or ranking officer of the responding party. The parties hereto intend that response under the terms of this Agreement shall, at all times, be under and subject to the circumstances then faced by the party requested to respond, and that, due to the nature of emergency response, such party cannot and does not hereby make any assurances that it may be able or available to provide any such assistance at any given time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above, with the intent to be legally bound hereby.

ATTEST:

PERKIOMEN TOWNSHIP

CECILE M. DANIEL
Township Manager

By: _____
DEAN BECKER
Chairman of Board of Supervisors

ATTEST:

UPPER PROVIDENCE TOWNSHIP

Timothy Tieperman
Township Manager

By: _____
Helene Calci
Chair, Board of Supervisors

MUTUAL AID AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020, by and between **Upper Providence Township**, a Second Class Township in the Commonwealth of Pennsylvania having its principal place of business at 1286 Black Rock Road Oaks, Montgomery County, Pennsylvania 19456.

AND

Lower Providence Township, a Second Class Township in the Commonwealth of Pennsylvania having its principal place of business at 100 Parklane Drive Eagleville, Montgomery County, Pennsylvania 19403.

BACKGROUND

WHEREAS, each of the parties hereto has an interest in the investigations of fire and explosions and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the investigation of fire and explosions, and/or other emergency support; and

WHEREAS, in the event of a fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire and/or explosion investigation and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of a fire or explosion or other emergency; and

WHEREAS, the location of each party is located in such a manner as to enable each party to render mutual aid assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual aid assistance to each other in the case of a fire, explosion, or other emergency;

NOW, THEREFORE, the parties hereto, in accordance with the terms, conditions, and provisions of this Agreement, and by the authority granted each party hereto under the Pennsylvania Constitution and with the full intent to be legally bound hereby, agree as follows:

1. **PURPOSE:** The purpose of this Mutual Aid Agreement is to provide mutual assistance to the parties for fire and explosion investigation in the event of a fire, explosion, disaster or other emergency.

2. **REQUEST FOR ASSISTANCE:** The Fire Marshal or Incident Commander of the party at the scene of an emergency within the boundaries of that party's geographical jurisdiction (the “requesting party”) is authorized to request assistance from the other party to this Agreement (the “responding party”) if and when confronted with a Fire or Explosion at which the requesting party has need for equipment or personnel to assist in their duties in the investigation of the fire and/or explosion.
3. **RESPONSE TO REQUEST:** Upon receipt of a request as provided above, the Fire Marshal or Commanding Officer, or other designated responsible person as provided within the responding party’s chain of command, shall immediately take the following action:
 - A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the type of equipment and number of personnel available.
 - B. Determine what available equipment and what available personnel should be dispatched, in accordance with the plans and procedures established by the parties.
 - C. In the event the requested equipment and/or personnel are available, then the responding party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the requesting party of such fact.
4. **LIABILITY:** The parties agree that the requesting party shall assume liability for and hold the responding party harmless from any and all liabilities, which arise out of decisions or judgments of the responding party. Notwithstanding the foregoing, each party hereto agrees to assume responsibility for liabilities arising out of or relating to the direct action of its own personnel and to hold the other party harmless therefrom as to any action resulting from the other party’s performance under this Agreement.
5. **COMPENSATION:** Each party agrees not to seek from the other party any compensation for services rendered under this Agreement. Further, each party hereto shall retain full responsibility for the payment of wages and other compensation and for carrying workmen's compensation upon said their respective employees; and each party shall be responsible for its own equipment and shall bear the risk of loss thereto, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.
6. **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel, and to provide proof of same upon request by the other party hereto.
7. **TERMINATION:** A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in said

written notice. Such written notice shall automatically terminate this Agreement on the date specified.

8. **AGREEMENT NOT EXCLUSIVE:** This agreement is not intended to create an exclusive relationship as between the parties hereto. Either of the parties may, as necessary or expedient, enter into additional Mutual Aid Agreements with other parties. Entry into such separate Agreements shall not alter or modify the terms and conditions of this Agreement, which may only be altered or amended by written addendum between the parties hereto.
9. **RESPONSE PRIORITY:** Nothing in this Agreement shall be construed as creating any obligation on the part of either party to provide equipment or personnel to the other party in the event that a party is unable to provide response to the requesting party due to pre-existing emergency response within the geographical limits of the responding party, or the limits of any other territory with whom responding party may be acting under terms of a similar Mutual Aid Agreement, or for any other reason as determined by the Commanding or ranking officer of the responding party. The parties hereto intend that response under the terms of this Agreement shall, at all times, be under and subject to the circumstances then faced by the party requested to respond, and that, due to the nature of emergency response, such party cannot and does not hereby make any assurances that it may be able or available to provide any such assistance at any given time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above, with the intent to be legally bound hereby.

ATTEST:

UPPER PROVIDENCE TOWNSHIP

TIMOTHY TIEPERMAN
Township Manager

By: _____
HELENE CALCI
Chair of Board of Supervisors

ATTEST:

LOWER PROVIDENCE TOWNSHIP

By: _____

MUTUAL AID AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020, by and between **Upper Providence Township**, a Second Class Township in the Commonwealth of Pennsylvania having its principal place of business at 1286 Black Rock Road Oaks, Montgomery County, Pennsylvania 19456.

AND

Limerick Township, a Second Class Township in the Commonwealth of Pennsylvania having its principal place of business at 646 West Ridge Pike Limerick, Montgomery County, Pennsylvania 19468.

BACKGROUND

WHEREAS, each of the parties hereto has an interest in the investigations of fire and explosions and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the investigation of fire and explosions, and/or other emergency support; and

WHEREAS, in the event of a fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire and/or explosion investigation and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of a fire or explosion or other emergency; and

WHEREAS, the location of each party is located in such a manner as to enable each party to render mutual aid assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual aid assistance to each other in the case of a fire, explosion, or other emergency;

NOW, THEREFORE, the parties hereto, in accordance with the terms, conditions, and provisions of this Agreement, and by the authority granted each party hereto under the Pennsylvania Constitution and with the full intent to be legally bound hereby, agree as follows:

1. **PURPOSE:** The purpose of this Mutual Aid Agreement is to provide mutual assistance to the parties for fire and explosion investigation in the event of a fire, explosion, disaster or other emergency.

2. **REQUEST FOR ASSISTANCE:** The Fire Marshal or Incident Commander of the party at the scene of an emergency within the boundaries of that party's geographical jurisdiction (the “requesting party”) is authorized to request assistance from the other party to this Agreement (the “responding party”) if and when confronted with a Fire or Explosion at which the requesting party has need for equipment or personnel to assist in their duties in the investigation of the fire and/or explosion.
3. **RESPONSE TO REQUEST:** Upon receipt of a request as provided above, the Fire Marshal or Commanding Officer, or other designated responsible person as provided within the responding party’s chain of command, shall immediately take the following action:
 - A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the type of equipment and number of personnel available.
 - B. Determine what available equipment and what available personnel should be dispatched, in accordance with the plans and procedures established by the parties.
 - C. In the event the requested equipment and/or personnel are available, then the responding party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the requesting party of such fact.
4. **LIABILITY:** The parties agree that the requesting party shall assume liability for and hold the responding party harmless from any and all liabilities, which arise out of decisions or judgments of the responding party. Notwithstanding the foregoing, each party hereto agrees to assume responsibility for liabilities arising out of or relating to the direct action of its own personnel and to hold the other party harmless therefrom as to any action resulting from the other party’s performance under this Agreement.
5. **COMPENSATION:** Each party agrees not to seek from the other party any compensation for services rendered under this Agreement. Further, each party hereto shall retain full responsibility for the payment of wages and other compensation and for carrying workmen's compensation upon said their respective employees; and each party shall be responsible for its own equipment and shall bear the risk of loss thereto, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.
6. **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel, and to provide proof of same upon request by the other party hereto.
7. **TERMINATION:** A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in said

written notice. Such written notice shall automatically terminate this Agreement on the date specified.

- 8. AGREEMENT NOT EXCLUSIVE: This agreement is not intended to create an exclusive relationship as between the parties hereto. Either of the parties may, as necessary or expedient, enter into additional Mutual Aid Agreements with other parties. Entry into such separate Agreements shall not alter or modify the terms and conditions of this Agreement, which may only be altered or amended by written addendum between the parties hereto.
- 9. RESPONSE PRIORITY: Nothing in this Agreement shall be construed as creating any obligation on the part of either party to provide equipment or personnel to the other party in the event that a party is unable to provide response to the requesting party due to pre-existing emergency response within the geographical limits of the responding party, or the limits of any other territory with whom responding party may be acting under terms of a similar Mutual Aid Agreement, or for any other reason as determined by the Commanding or ranking officer of the responding party. The parties hereto intend that response under the terms of this Agreement shall, at all times, be under and subject to the circumstances then faced by the party requested to respond, and that, due to the nature of emergency response, such party cannot and does not hereby make any assurances that it may be able or available to provide any such assistance at any given time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above, with the intent to be legally bound hereby.

ATTEST:

UPPER PROVIDENCE TOWNSHIP

TIMOTHY TIEPERMAN
Township Manager

By: _____
HELENE CALCI
Chair of Board of Supervisors

ATTEST:

LIMERICK TOWNSHIP

By: _____