



AGENDA
UPPER PROVIDENCE BOARD OF SUPERVISORS
FOR STAFF: MUNICIPAL CENTER, 1286 BLACK ROCK ROAD
FOR PUBLIC: VIRTUAL VIA ZOOM
Monday, October 19, 2020 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

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. September 16, 2020 – October 14, 2020: \$1,182,655.10 (Page 3)

APPROVAL OF MINUTES

2. September 21, 2020 Regular Meeting (Page 16)

PUBLIC HEARING

OLD BUSINESS (ACTION/DISCUSSION ITEMS)

3. Consider enactment of Ordinance 585 regarding the franchise agreement with Comcast (Page 24)
4. Consider enactment of Ordinance 586 regarding the street renaming/new addresses for a portion of Bechtel Road (Page 63)
5. Consider adopting Resolution 2020-46 regarding traffic signal changes for the street renaming/new addresses for a portion of Bechtel Road (Page 66)

NEW BUSINESS (ACTION/DISCUSSION ITEMS)

6. Consider authorizing advertisement of Ordinance 587 altering Jacobs Street to align directly with Walnut Street (Page 73)
7. Consider authorizing advertisement of a cleanup ordinance amending various Chapters of the Township Code (Page 74)
8. Consider waiving the sign permit fee for two signs to be placed on the Duhovis property designating the permanent preservation status of the farm located at 115 Wartman Road (Page 94)

MANAGER AND DEPARTMENT HEAD REPORTS

CONSULTANT REPORTS

9. Engineering and capital improvement project updates

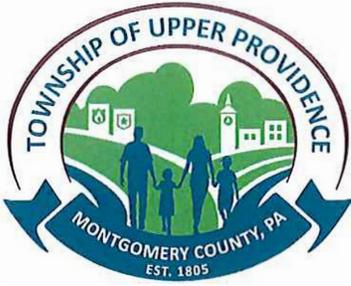
SOLICITOR’S REPORT

SUPERVISORS COMMENTS

UPCOMING EVENTS

10. Board of Supervisors meeting schedule:
October 22, 2020 at 6:00 p.m. – budget workshop
October 26, 2020 at 6:00 p.m. – budget workshop
October 29, 2020 at 6:00 p.m. – budget workshop
November 9, 2020 at 7:00 p.m. – budget preliminary presentation
November 16, 2020 at 7:00 p.m. – regular meeting
December 7, 2020 at 7:00 p.m. – budget adoption meeting
December 21, 2020 at 7:00 p.m. – regular meeting
11. Planning Commission meeting schedule:
October 28, 2020 at 7:00 p.m. - CANCELLED
Agenda Items:
November 12, 2020 at 7:00 p.m.
Agenda Items: Pulte zoning and map amendment; SEI
12. Parks and Recreation Committee meeting schedule:
October 21, 2020 at 6:00 p.m.
13. Comprehensive Plan Subcommittee meeting schedule:
October 21, 2020 at 7:00 p.m.
14. Municipal Authority meeting schedule:
December 3, 2020 at 7:00 p.m.

ADJOURNMENT



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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.

October 14, 2020

To: Timothy J. Tieperman, Township Manager

From: Richard D. Livergood, Finance Director

RE: Bill List

I have attached a bill list and fund summary report totaling \$1,182,655.10, for the period September 16th to October 14th, 2020. The list is a breakdown of the purchases with vendors, amounts to be paid and other pertinent information from seven of our funds.

Please let me know if you need anything else.



**TOWNSHIP OF UPPER PROVIDENCE
SEPTEMBER 16TH TO OCTOBER 14TH BILL LIST SUMMARY**

Fund Code	Paid Invoices	Open Invoices	Credit Card	Auto Pay	Total
01 - General Fund	352,301.33	0.00		46,247.79	398,549.12
02 - Liquid Fuels	58,745.86	0.00			58,745.86
03 - Recreation	33,592.73	0.00			33,592.73
08 - Sewer	207,408.38	0.00		1,626.79	209,035.17
10 - Capital Expenditure	454,399.83	0.00			454,399.83
18 - Escrow	12,217.33	0.00			12,217.33
81 - Sewer Capital	16,115.06	0.00			16,115.06
TOTAL	1,134,780.52	0.00	0.00	47,874.58	1,182,655.10



**TOWNSHIP OF UPPER PROVIDENCE
SEPTEMBER 16TH TO OCTOBER 14TH BILL LIST**

Checking Account	Check Date	Vendor Name	Description	Amount	Department
CAPITAL EXP	9/17/2020	GILMORE & ASSOCIATES, INC.	MONTHLY INVOICES	49,667.44	ADMIN
CAPITAL EXP	9/24/2020	AKC MECHANICAL, LLC.	ADMIN BUILDING	9,200.00	ADMIN
CAPITAL EXP	10/5/2020	RICHARD KAPUSTA & COMPANY	ADMIN BUILDING-ADDITION/RENO	930.00	ADMIN
CAPITAL EXP	10/5/2020	GKO ARCHITECTS	EMERG SERVICES FACILITY	23,621.50	ADMIN
CAPITAL EXP	10/6/2020	BARWIS CONSTRUCTION, LLC.	LINFIELD TRAPPE/TWP LINE RD	330,019.97	ADMIN
CAPITAL EXP	10/6/2020	D'HUY ENGINEERING INC.	EMERGENCY SERVICES FACILITY	14,500.00	ADMIN
CAPITAL EXP	10/6/2020	STEELCASE INC.	FURNITURE	456.42	ADMIN
CAPITAL EXP	10/6/2020	MCMAHON ASSOCIATES, INC.	MONTHLY INVOICES	23,749.50	ADMIN
CAPITAL EXP	10/13/2020	MONTGOMERY COUNTY CONSERVATION	FIREHOUSE CAPITAL PROJECT	2,255.00	ADMIN
			CAPITAL EXP Total	454,399.83	
CASH-LF	10/5/2020	ALLAN A. MYERS, L.P.	PAVING PROJECT A	58,745.86	PW
			CASH-LF Total	58,745.86	
ESCROW	9/16/2020	GILMORE & ASSOCIATES, INC.	MONTHLY INVOICES	4,557.45	N/A
ESCROW	10/2/2020	GRACE PLANNING ASSOCIATES	MONTHLY INVOICES	775.00	N/A
ESCROW	10/6/2020	MCMAHON ASSOCIATES, INC.	MONTHLY CHARGES	6,434.88	N/A
ESCROW	10/6/2020	GRACE PLANNING ASSOCIATES	MONTHLY INVOICES	450.00	N/A
			ESCROW Total	12,217.33	
GENERAL FUND	9/18/2020	GILMORE & ASSOCIATES, INC.	MONTHLY INVOICES	40,795.78	ADMIN
GENERAL FUND	9/22/2020	ROYERSFORD PUBLIC LIBRARY	2020 DONATION	21,219.00	ADMIN
GENERAL FUND	9/24/2020	MONTGOMERY COUNTY LAW LIBRARY	FILING FEE	50.00	ADMIN
GENERAL FUND	9/25/2020	MAILLIE LLP	AUDIT	19,500.00	ADMIN
GENERAL FUND	10/2/2020	GRACE PLANNING ASSOCIATES	MONTHLY INVOICES	9,725.00	ADMIN
GENERAL FUND	10/2/2020	JASON ADAMS	REIMBURSEMENT	750.00	FIRE
GENERAL FUND	10/2/2020	RELIANCE STANDARD LIFE INS.	REMITTANCE ID: EA-100000142795	3,082.36	VARIOUS
GENERAL FUND	10/2/2020	VISION BENEFITS OF AMERICA	VISION INSURANCE	1,993.44	ADMIN
GENERAL FUND	10/2/2020	PECO ENERGY	ENERGY CHARGES	193.54	ADMIN

Checking Account	Check Date	Vendor Name	Description	Amount	Department
GENERAL FUND	10/2/2020	PETRO COMMERCIAL SERVICES	FUEL	12,066.43	ADMIN
GENERAL FUND	10/2/2020	VERIZON	TELEPHONE CHARGES	47.70	ADMIN
GENERAL FUND	10/2/2020	JON W. DAYWALT	4TH QTR	2,500.00	POLICE
GENERAL FUND	10/5/2020	APPLIED VIDEO TECHNOLOGY INC.	SERVICE	525.00	ADMIN
GENERAL FUND	10/5/2020	ROCK SOLID FABRICATION	REPAIRS	65.00	PW
GENERAL FUND	10/5/2020	BUCKS COUNTY COMMUNITY COLLEGE	TRAINING	300.00	PW
GENERAL FUND	10/5/2020	CODY SYSTEMS	LICENSE FOR SOFTWARE	1,500.00	POLICE
GENERAL FUND	10/5/2020	COMSTAR TECHNOLOGIES	SERVICE	164.00	ADMIN
GENERAL FUND	10/5/2020	CREAMERY TIRE	SERVICE	10.60	PW
GENERAL FUND	10/5/2020	EAGLEVILLE FENCE CO., INC.	SUPPLIES	99.60	PW
GENERAL FUND	10/5/2020	FASTENAL	SUPPLIES	67.79	PW
GENERAL FUND	10/5/2020	G. L. SAYRE INC.	SERVICE	94.00	PW
GENERAL FUND	10/5/2020	GORE CON, INC.	MOWING	7,920.00	PW
GENERAL FUND	10/5/2020	H. A. WEIGAND, INC.	SUPPLIES	3,570.40	PW
GENERAL FUND	10/5/2020	H&F TIRE SERVICE	SUPPLIES	210.00	POLICE
GENERAL FUND	10/5/2020	HIGHWAY MATERIALS, INC.	SUPPLIES	2,266.86	PW
GENERAL FUND	10/5/2020	MARTIN STONE QUARRIES, INC.	SUPPLIES	1,099.66	PW
GENERAL FUND	10/5/2020	MCDONALD UNIFORM, INC.	UNIFORMS	174.99	POLICE
GENERAL FUND	10/5/2020	MES	EQUIPMENT	1,563.52	FIRE
GENERAL FUND	10/5/2020	PRINT-O-STAT, INC.	LEASE	183.84	PZ
GENERAL FUND	10/5/2020	SANTONI'S GARAGE, INC.	REPAIRS	1,567.58	PW
GENERAL FUND	10/5/2020	TOZOUR ENERGY SYSTEMS, INC.	PREVENTATIVE MTSE.	2,729.50	PW
GENERAL FUND	10/5/2020	TRAFFIC PLANNING & DESIGN, INC	JACOBS ST REALIGNMENT PROJECT	22,407.61	ADMIN
GENERAL FUND	10/5/2020	TRI-COUNTY PRINTERS, LTD.	NEWSLETTER POSTAGE	3,166.97	ADMIN
GENERAL FUND	10/5/2020	TRIAD TRUCK EQUIPMENT INC.	EQUIPMENT	54.00	PW
GENERAL FUND	10/5/2020	US SUPPLY COMPANY	SUPPLIES	5.67	PW
GENERAL FUND	10/5/2020	WERNER PROMOTIONS	UNIFORMS	247.00	REC
GENERAL FUND	10/5/2020	WITMER PUBLIC SAFETY GROUP	VARIOUS INVOICES	2,871.22	VARIOUS
GENERAL FUND	10/5/2020	ZIMMERMAN SANITARY SUPPLY LLC	SUPPLIES	494.30	PW
GENERAL FUND	10/5/2020	AROTECH	EQUIPMENT	2,200.00	POLICE
GENERAL FUND	10/5/2020	DANIEL KERRIGAN	REIMBURSEMENT	126.98	FIRE
GENERAL FUND	10/5/2020	FOLEY, INC.	SUPPLIES	399.96	PW
GENERAL FUND	10/5/2020	HERSKOWITZ SYSTEMS SOLUTIONS	TRAINING	6,000.00	FIRE
GENERAL FUND	10/5/2020	INTEGRATED FITNESS PARTNERS	STAFFING AND MANAGEMENT	23,070.00	REC
GENERAL FUND	10/5/2020	LERRO CORPORATION	SERVICE	3,173.86	ADMIN
GENERAL FUND	10/5/2020	PART TIME LOCAL PRODUCTIONS	CONCERT	1,000.00	REC

Checking Account	Check Date	Vendor Name	Description	Amount	Department
GENERAL FUND	10/5/2020	DANIEL LAFFERY	PERMIT REFUND	50.00	PZ
GENERAL FUND	10/5/2020	RAY'S TIRE SERVICES, INC.	TIRES	861.52	PW
GENERAL FUND	10/5/2020	SPINA & ADAMS COLLISION SERV.	SERVICE	5,424.50	PW
GENERAL FUND	10/5/2020	TOWER HEALTH	SERVICE	180.00	FIRE
GENERAL FUND	10/5/2020	U.S. ARMOR CORPORATION	SUPPLIES	33.27	POLICE
GENERAL FUND	10/6/2020	911 SAFETY EQUIPMENT	SERVICE	4,118.10	VARIOUS
GENERAL FUND	10/6/2020	A.D. MOYER	SUPPLIES	390.30	PW
GENERAL FUND	10/6/2020	BOROUGH OF TRAPPE	WC INSURANCE	8,552.64	ADMIN
GENERAL FUND	10/6/2020	COHEN LAW GROUP	LEGAL FEES	3,088.34	ADMIN
GENERAL FUND	10/6/2020	GREATAMERICA FINANCIAL SVCS.	LEASE	599.00	ADMIN
GENERAL FUND	10/6/2020	MARRIOTT'S EMERGENCY EQUIP.	EQUIPMENT	1,497.00	FIRE
GENERAL FUND	10/6/2020	MES	REPAIRS	113.41	FIRE
GENERAL FUND	10/6/2020	MONTGOMERY COUNTY TREASURER	TRAINING	270.00	FIRE
GENERAL FUND	10/6/2020	MOTOROLA SOLUTIONS	EQUIPMENT	4,431.64	POLICE
GENERAL FUND	10/6/2020	NAPA AUTO PARTS	SUPPLIES	110.79	PW
GENERAL FUND	10/6/2020	PERSONAL PROTECTION	TRAINING	149.00	POLICE
GENERAL FUND	10/6/2020	ROTHWELL DOCUMENT SOLUTIONS	LEASE	1,356.90	VARIOUS
GENERAL FUND	10/6/2020	SANTONI'S GARAGE, INC.	REPAIRS	2,638.94	PW
GENERAL FUND	10/6/2020	TIMOTHY TIEPERMAN	REIMBURSEMENT	3,844.98	ADMIN
GENERAL FUND	10/6/2020	TRAFFIC PLANNING & DESIGN, INC	JACOBS ST REALIGNMENT	13,907.50	ADMIN
GENERAL FUND	10/6/2020	CI TECHNOLOGIES, INC.	SERVICE	8,100.00	POLICE
GENERAL FUND	10/6/2020	JOHNSON HEALTH TECH NA, INC.	EQUIPMENT	4,962.00	FIRE
GENERAL FUND	10/6/2020	LIFE SCAN WELLNESS CENTERS	WELLNESS EXAMS	13,000.00	FIRE
GENERAL FUND	10/6/2020	SUPERIOR CLEANING SOLUTIONS	SERVICE	2,129.82	PW
GENERAL FUND	10/6/2020	VERIZON	SERVICE	246.15	VARIOUS
GENERAL FUND	10/6/2020	MCMAHON ASSOCIATES, INC.	MONTHLY INVOICES	60,942.37	ADMIN
GENERAL FUND	10/6/2020	GRACE PLANNING ASSOCIATES	MONTHLY INVOICES	10,050.00	ADMIN
GENERAL FUND Total				352,301.33	
GENERAL FUND 2	9/28/2020	DISCOVERY BENEFITS	ADMIN FEE	50.00	ADMIN
GENERAL FUND 2	9/28/2020	PAWC	WATER CHARGES	11,622.20	VARIOUS
GENERAL FUND 2	9/28/2020	PECO ENERGY	ENERGY CHARGES	8,660.94	VARIOUS
GENERAL FUND 2	9/28/2020	RELIANCE STANDARD LIFE INS. CO	DENTAL INSURANCE	12,593.64	VARIOUS
GENERAL FUND 2	9/28/2020	VERIZON	MONTHLY CHARGES	1,372.16	VARIOUS
GENERAL FUND 2	9/28/2020	VERIZON WIRELESS	MONTHLY CHARGES/EQUIPMENT	10,971.06	VARIOUS
GENERAL FUND 2	9/30/2020	LOWE'S BUSINESS ACCOUNT	MONTHLY CHARGES	977.79	PW
GENERAL FUND 2 Total				46,247.79	

Checking Account	Check Date	Vendor Name	Description	Amount	Department
RECREATION	9/17/2020	GILMORE & ASSOCIATES, INC.	MONTHLY INVOICES	19,068.73	REC
RECREATION	9/17/2020	RONALD JOYCE	REPAIRS	2,024.00	REC
RECREATION	10/5/2020	LIBRARY SYSTEMS & SERVICES	SERVICE	12,500.00	REC
			RECREATION Total	33,592.73	
SEW CAP	9/17/2020	GILMORE & ASSOCIATES, INC.	MONTHLY INVOICES	14,689.06	SEWER
SEW CAP	10/5/2020	ALLAN A. MYERS, L.P.	PAVING PROJECT A	1,426.00	SEWER
			SEW CAP Total	16,115.06	
SEWER	10/5/2020	GA INDUSTRIES INC.	SUPPLIES	3,050.22	SEWER
SEWER	10/5/2020	MARDINLY INDUSTRIAL POWER LLC	SERVICE	1,182.70	SEWER
SEWER	10/6/2020	BOROUGH OF ROYERSFORD	QUARTERLY BILLING	1,455.46	SEWER
SEWER	10/6/2020	LPVRS	SEWAGE TREATMENT CHARGE	201,720.00	SEWER
			SEWER Total	207,408.38	
SEWER2	9/18/2020	PAWC	MONTHLY CHARGES	19.63	SEWER
SEWER2	9/18/2020	PECO ENERGY	MONTHLY CHARGES	1,607.16	SEWER
			SEWER2 Total	1,626.79	
			Grand Total	1,182,655.10	

2020 Expense Budget Summary as of 10/14/2020

Fund	2020 Expense Budget	2020 Expended Amount	% of 2020 Budget Expended
General Fund	\$21,771,000.00	\$14,928,911.64	69%
Sewer Fund	\$3,135,000.00	\$2,394,947.87	76%
Summary of Operating & Capital Funds	\$42,598,105.00	\$21,081,997.20	49%

Vendor Range: 1682 to 1682 Status: Active
 Report Type: All Include Open Requisitions: N
 Threshold Amount: 0.00 Include Tax Id: Y Contracts: N Bid: Y State: Y Other: Y Exempt: Y
 Date Range Type: Both First Enc Date Range: 09/16/20 to 10/14/20 Paid Date Range: 09/16/20 to 10/14/20

Vendor # Name	Status	1099 Type	Tax Id	1099
First P.O. # Item Description		Prch. Type Status	Invoice	Amount
Enc Date Contract Id Account Type Charge Account		Account Description		Excl
1682 GILMORE & ASSOCIATES, INC.	Active			
09/16/20 20-01174 1 WHITE SPRINGS Project 245	Other	Pd Ck: 1192 09/16/20	200104	18.75
09/16/20 20-01174 2 WHITE SPRINGS Project 245	Other	Pd Ck: 1192 09/16/20	200113	376.76
09/16/20 20-01174 3 FREELAND VILLAGE Project 267	Other	Pd Ck: 1192 09/16/20	200098	1,145.29
09/16/20 20-01174 4 SHOPPES @ UPROV Project 298	Other	Pd Ck: 1192 09/16/20	200105	65.00
09/16/20 20-01174 5 RIDGEWOOD Project 304	Other	Pd Ck: 1192 09/16/20	200100	665.37
09/16/20 20-01174 6 GREENWOOD AVE Project 346	Other	Pd Ck: 1192 09/16/20	200118	507.50
09/16/20 20-01174 7 BARKER SUBDIVISION Project 351	Other	Pd Ck: 1192 09/16/20	200123	632.20
09/16/20 20-01174 8 188 BECHTEL ROAD Project 354	Other	Pd Ck: 1192 09/16/20	200125	793.79
09/16/20 20-01174 9 PJP STADIUM Project 358	Other	Pd Ck: 1192 09/16/20	200137	222.79
09/16/20 20-01174 10 KLINE ROAD Project 361	Other	Pd Ck: 1192 09/16/20	200140	130.00
09/17/20 20-01178 1 SEWER ENGINEERING SERVICES Budget 81-429-313	Other	Pd Ck: 757 09/17/20	200111	1,808.97
09/17/20 20-01178 2 RIVER TRAIL/LOCK 60 Budget 81-429-313	Other	Pd Ck: 757 09/17/20	200112	715.00
09/17/20 20-01178 3 TINDY RUN SANITARY SEWER Budget 81-429-313	Other	Pd Ck: 757 09/17/20	200120	12,001.34
09/17/20 20-01178 4 PLEASANT LANE SEWER EXT Budget 81-429-313	Other	Pd Ck: 757 09/17/20	200126	145.00
09/17/20 20-01178 5 UPPER INDIANHEAD SEWER CONNECT Budget 81-429-313	Other	Pd Ck: 757 09/17/20	200134	18.75
09/17/20 20-01179 1 CAPITAL PROJECTS Budget 10-436-000	Other	Pd Ck: 724 09/17/20	200106	240.00
09/17/20 20-01179 2 LAUREL LANE STORM SEWER Budget 10-436-000	Other	Pd Ck: 724 09/17/20	200141	3,087.18
09/17/20 20-01179 3 ASHENFELTER RD CULVERT Budget 10-436-000	Other	Pd Ck: 724 09/17/20	200138	1,474.00
09/17/20 20-01179 4 CAROLINE DR/CARMEN CIRCLE Budget 10-436-000	Other	Pd Ck: 724 09/17/20	200136	1,053.52
09/17/20 20-01179 5 PAVING PROJECT B Budget 10-439-000	Other	Pd Ck: 724 09/17/20	200132	8,949.77
09/17/20 20-01179 6 NPDES MS4 Budget 10-436-000	Other	Pd Ck: 724 09/17/20	200102	5,025.88
09/17/20 20-01179 7 ESF SITE PLAN Budget 10-409-000	Other	Pd Ck: 724 09/17/20	200129	24,273.47
09/17/20 20-01179 8 SECOND AVE CULVERT Budget 10-436-000	Other	Pd Ck: 724 09/17/20	200099	5,563.62

Vendor # Name	Status	1099 Type	Tax Id	1099	
First P.O. # Item Description	Prch. Type Status	Account Type Charge Account	Invoice	Amount	
Enc Date Contract Id	Account Description			Exc1	
1682 GILMORE & ASSOCIATES, INC.	Continued				
09/17/20 20-01180 1 RIVERCREST TRAIL	Other Pd Ck: 2250 09/17/20	Budget 03-454-705	200122	6,243.75	
			Park Improvements/Additions		
09/17/20 20-01180 2 PARK PLANNING & DESIGN	Other Pd Ck: 2250 09/17/20	Budget 03-454-705	200130	9,833.21	
			Park Improvements/Additions		
09/17/20 20-01180 3 ASHENFELTER TROUTMAN TRAIL	Other Pd Ck: 2250 09/17/20	Budget 03-454-705	200133	2,991.77	
			Park Improvements/Additions		
09/18/20 20-01182 1 ROAD PAVING PROJECT A	Other Pd Ck: 19230 09/18/20	Budget 01-414-313	200131	130.00	
			Engineering Services		
09/18/20 20-01182 2 2020 GENERAL SERVICES	Other Pd Ck: 19230 09/18/20	Budget 01-414-313	200135	4,916.30	
			Engineering Services		
09/18/20 20-01182 3 465 STRATFORD AVENUE	Other Pd Ck: 19230 09/18/20	Budget 01-414-313	200139	1,290.06	
			Engineering Services		
09/18/20 20-01182 4 HUGANIR 319	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200103	535.00	
			Reimbursable Engineering Fees		
09/18/20 20-01182 5 CATSKILLS FARM 330	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200114	18.75	
			Reimbursable Engineering Fees		
09/18/20 20-01182 6 60K FLEX 319	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200124	367.79	
			Reimbursable Engineering Fees		
09/18/20 20-01182 7 HESS TRACT 334	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200108	376.25	
			Reimbursable Engineering Fees		
09/18/20 20-01182 8 PROV BUSINESS PARK 319	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200127	2,646.44	
			Reimbursable Engineering Fees		
09/18/20 20-01182 9 429 S LEWIS ROAD 345	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200116	2,266.25	
			Reimbursable Engineering Fees		
09/18/20 20-01182 10 GLOBAL PACKAGING 312	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200110	592.50	
			Reimbursable Engineering Fees		
09/18/20 20-01182 11 CLINTON STARKEY 350	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200121	275.00	
			Reimbursable Engineering Fees		
09/18/20 20-01182 12 GLOBAL PACKAGING 312	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200109	91.25	
			Reimbursable Engineering Fees		
09/18/20 20-01182 13 GPI FLOOD PROTECTION 353	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200128	340.00	
			Reimbursable Engineering Fees		
09/18/20 20-01182 14 HIGHFIELD @ PROV 153	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200096	18.75	
			Reimbursable Engineering Fees		
09/18/20 20-01182 15 YERKES ROAD 341	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200117	2,283.15	
			Reimbursable Engineering Fees		
09/18/20 20-01182 16 RESIDENCES AT PTC 305	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200107	1,518.08	
			Reimbursable Engineering Fees		
09/18/20 20-01182 17 BURBANK GROVE	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200097	1,882.82	
			Reimbursable Engineering Fees		
09/18/20 20-01182 18 HB FRAZER 347	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200119	4,419.08	
			Reimbursable Engineering Fees		
09/18/20 20-01182 19 TROUTMAN PROPERTY 253	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200095	3,534.66	
			Reimbursable Engineering Fees		
09/18/20 20-01182 20 EZELL TRACT 275	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200101	5,631.96	
			Reimbursable Engineering Fees		
09/18/20 20-01182 21 SEI 333	Other Pd Ck: 19230 09/18/20	Budget 01-500-030	200115	7,661.69	
			Reimbursable Engineering Fees		
Total Open P.O.: Bid:	0.00	State: 0.00	Other: 0.00	Exempt: 0.00	All: 0.00
Total Paid P.O.:	0.00	0.00	128,778.46	0.00	128,778.46

Vendor #	Name	Status	1099 Type	Tax Id	1099			
First	P.O. #	Item Description	Prch. Type	Status	Invoice	Amount	Exc1	
Enc Date	Contract Id	Account Type	Charge Account	Account Description				
1682	GILMORE & ASSOCIATES, INC.	Continued						
	Vendor P.O. Total:	0.00	0.00	128,778.46	0.00	128,778.46		
Total Vendors:		1	Total Open P.O.:	0.00	Total Paid P.O.:	128,778.46	Total Open & Paid:	128,778.46

Vendor Range: 1724 to 1724 Status: Active
 Report Type: All Include Open Requisitions: N
 Threshold Amount: 0.00 Include Tax Id: Y Contracts: N Bid: Y State: Y Other: Y Exempt: Y
 Date Range Type: Both First Enc Date Range: 09/16/20 to 10/14/20 Paid Date Range: 09/16/20 to 10/14/20

Vendor #	Name	Status	1099 Type	Tax Id	1099
First Enc Date	P.O. # Contract Id	Item Description Account Type	Prch. Type Status	Invoice	Amount Excl
Enc Date	Contract Id	Account Type	Account Description		
1724	GRACE PLANNING ASSOCIATES	Active	Non Employee	45-5186772	
10/02/20	20-01199	1 EZELL TRACT Project 275	Other Pd ck: 1193	10/02/20 8291-1 EZELL TRACT - 615 EGYPT ROAD	100.00
10/02/20	20-01199	2 STEARLY PROPERTY Project 346	Other Pd ck: 1193	10/02/20 8291-2 STEARLY PROP/HALLMARK BLDG GR	300.00
10/02/20	20-01199	3 PULTE HOMES Project 349	Other Pd ck: 1193	10/02/20 8291-3 1701/1719 MAIN STREET	100.00
10/02/20	20-01199	4 TESTA DANCE Project 349	Other Pd ck: 1193	10/02/20 8291-4 1701/1719 MAIN STREET	100.00
10/02/20	20-01199	5 357 GREENWOOD/WB HOMES Project 360	Other Pd ck: 1193	10/02/20 8291-5 357 GREENWOOD AVE SUBDIVISION	100.00
10/02/20	20-01199	6 KLINE ROAD Project 361	Other Pd ck: 1193	10/02/20 8291-6 PRDC KLINE ROAD	75.00
10/02/20	20-01200	1 ZONING HEARING BOARD Budget 01-414-316	Other Pd ck: 19234	10/02/20 8291-11 Planning Assistance Contract	2,450.00
10/02/20	20-01200	2 PARKS AND RECREATION Budget 01-414-316	Other Pd ck: 19234	10/02/20 8291-10 Planning Assistance Contract	125.00
10/02/20	20-01200	3 MAPPING Budget 01-414-316	Other Pd ck: 19234	10/02/20 8291-9 Planning Assistance Contract	150.00
10/02/20	20-01200	4 GENERAL Budget 01-414-316	Other Pd ck: 19234	10/02/20 8291-8 Planning Assistance Contract	6,225.00
10/02/20	20-01200	5 COMPREHENSIVE PLAN Budget 01-414-316	Other Pd ck: 19234	10/02/20 8291-7 Planning Assistance Contract	775.00
10/06/20	20-01283	1 PROV BUSINESS PARK Project 319	Other Pd ck: 1195	10/06/20 8292-2 PROVIDENCE BUSINESS PARK 3	150.00
10/06/20	20-01283	2 SEI Project 333	Other Pd ck: 1195	10/06/20 8292-3 SEI NORTH CAMPUS	150.00
10/06/20	20-01283	3 PRDC KLINE ROAD Project 361	Other Pd ck: 1195	10/06/20 8292-5 PRDC KLINE ROAD	150.00
10/06/20	20-01284	1 COMPREHENSIVE PLAN Budget 01-414-316	Other Pd ck: 19301	10/06/20 8292-7 Planning Assistance Contract	850.00
10/06/20	20-01284	2 MAPPING Budget 01-414-316	Other Pd ck: 19301	10/06/20 8292-9 Planning Assistance Contract	1,000.00
10/06/20	20-01284	3 ZONING HEARING Budget 01-414-316	Other Pd ck: 19301	10/06/20 8292-11 Planning Assistance Contract	1,550.00
10/06/20	20-01284	4 PARK AND REC Budget 01-414-316	Other Pd ck: 19301	10/06/20 8292-10 Planning Assistance Contract	100.00
10/06/20	20-01284	5 GENERAL PLANNING Budget 01-414-316	Other Pd ck: 19301	10/06/20 8292-8 Planning Assistance Contract	6,250.00
10/06/20	20-01284	6 STARKEY 350 Budget 01-500-030	Other Pd ck: 19301	10/06/20 8292-4 Reimbursable Engineering Fees	100.00
10/06/20	20-01284	7 RESIDENCES AT PTC 305 Budget 01-500-030	Other Pd ck: 19301	10/06/20 8292-1 Reimbursable Engineering Fees	100.00
10/06/20	20-01284	8 FOLEY 362 Budget 01-500-030	Other Pd ck: 19301	10/06/20 8292-6 Reimbursable Engineering Fees	100.00

Total Open P.O.: Bid: 0.00 State: 0.00 Other: 0.00 Exempt: 0.00 All: 0.00

Vendor #	Name	Status	1099 Type	Tax Id	1099			
First	P.O. #	Item Description	Prch. Type	Status	Invoice	Amount	Exc]	
Enc Date	Contract Id	Account Type	Charge Account	Account Description				
1724	GRACE PLANNING ASSOCIATES	Continued						
	Total Paid P.O.:	0.00	0.00	21,000.00	0.00	21,000.00		
	Vendor P.O. Total:	0.00	0.00	21,000.00	0.00	21,000.00		
Total Vendors:		1	Total Open P.O.:	0.00	Total Paid P.O.:	21,000.00	Total Open & Paid:	21,000.00

Vendor Range: 2774 to 2774 Status: Active
 Report Type: All Include Open Requisitions: N
 Threshold Amount: 0.00 Include Tax Id: Y Contracts: N Bid: Y State: Y Other: Y Exempt: Y
 Date Range Type: Both First Enc Date Range: 09/16/20 to 10/14/20 Paid Date Range: 09/16/20 to 10/14/20

Vendor #	Name	Status	1099 Type	Tax Id	1099
First P.O. #	Item Description		Prch. Type	Status	Amount
Enc Date	Contract Id	Account Type	Charge Account	Account Description	Excl
2774	MCAHON ASSOCIATES, INC.	Active			
10/06/20	20-01260	1	LIDL Project	298	Other Pd ck: 1194 10/06/20 172841 175.00
					SHOPPES AT UPPER PROVIDENCE
10/06/20	20-01260	2	GLOBAL PACKAGING Project	319	Other Pd ck: 1194 10/06/20 172834 1,211.88
					PROVIDENCE BUSINESS PARK 3
10/06/20	20-01260	3	60K FLEX Project	319	Other Pd ck: 1194 10/06/20 173305 77.50
					PROVIDENCE BUSINESS PARK 3
10/06/20	20-01260	4	60K FLEX Project	319	Other Pd ck: 1194 10/06/20 172836 252.50
					PROVIDENCE BUSINESS PARK 3
10/06/20	20-01260	5	PULTE HOMES Project	349	Other Pd ck: 1194 10/06/20 173254 1,017.50
					1701/1719 MAIN STREET
10/06/20	20-01260	6	BARKER SUBDIVISION Project	351	Other Pd ck: 1194 10/06/20 173260 1,357.50
					BARKER SUBDIVISION
10/06/20	20-01260	7	BECHTEL ROAD Project	354	Other Pd ck: 1194 10/06/20 173303 186.50
					188 BECHTEL ROAD SUBDIVISION
10/06/20	20-01260	8	POPE JOHN PAUL II Project	358	Other Pd ck: 1194 10/06/20 172832 1,892.50
					Pope John Paul Lighting
10/06/20	20-01260	9	POPE JOHN PAUL II Project	358	Other Pd ck: 1194 10/06/20 173311 264.00
					Pope John Paul Lighting
10/06/20	20-01281	1	LINFIELD TRAPPE RD Budget	10-439-000	Other Pd ck: 731 10/06/20 173184 12,979.50
					CAPITAL TRANSPORTATION EXPENSES
10/06/20	20-01281	2	LEWIS/VAUGHN ROUNDABOUT Budget	10-439-000	Other Pd ck: 731 10/06/20 172837 2,252.50
					CAPITAL TRANSPORTATION EXPENSES
10/06/20	20-01281	3	EDYPT RD ADAPTIVE CONSTRUCTION Budget	10-439-000	Other Pd ck: 731 10/06/20 171257 2,340.00
					CAPITAL TRANSPORTATION EXPENSES
10/06/20	20-01281	4	EDYPT RD ADAPTIVE CONSTRUCTION Budget	10-439-000	Other Pd ck: 731 10/06/20 171068 5,615.00
					CAPITAL TRANSPORTATION EXPENSES
10/06/20	20-01281	5	JACOBS ST REALIGNMENT Budget	10-439-000	Other Pd ck: 731 10/06/20 172852 562.50
					CAPITAL TRANSPORTATION EXPENSES
10/06/20	20-01282	1	GENERAL Budget	01-414-313	Other Pd ck: 19300 10/06/20 173237 1,895.00
					Engineering Services
10/06/20	20-01282	2	PA WALKWORKS Budget	01-414-313	Other Pd ck: 19300 10/06/20 173469 5,282.50
					Engineering Services
10/06/20	20-01282	3	GENERAL Budget	01-414-313	Other Pd ck: 19300 10/06/20 172774 5,507.78
					Engineering Services
10/06/20	20-01282	4	CIDER MILL/ARCOLA TRAIL Budget	01-414-313	Other Pd ck: 19300 10/06/20 172850 4,400.13
					Engineering Services
10/06/20	20-01282	5	EGYPT/MILL/STATION SIGN Budget	01-414-313	Other Pd ck: 19300 10/06/20 173471 950.00
					Engineering Services
10/06/20	20-01282	6	EGYPT RD SPEEDING COMPLAINT Budget	01-414-313	Other Pd ck: 19300 10/06/20 173306 870.00
					Engineering Services
10/06/20	20-01282	7	EGYPT RD SPEEDING COMPLAINT Budget	01-414-313	Other Pd ck: 19300 10/06/20 172851 910.00
					Engineering Services
10/06/20	20-01282	8	EGYPT/MILL/STATION SIGN Budget	01-414-313	Other Pd ck: 19300 10/06/20 172840 232.50
					Engineering Services
10/06/20	20-01282	9	CIDER MILL/ARCOLA TRAIL Budget	01-414-313	Other Pd ck: 19300 10/06/20 173488 780.00
					Engineering Services

Vendor # Name	Status	1099 Type	Tax Id	1099
First P.O. # Item Description	Prch. Type	Status	Invoice	Excl
Enc Date Contract Id Account Type Charge Account	Account Description		Amount	
2774 MCAHON ASSOCIATES, INC.	Continued			
10/06/20 20-01282 10 PA WALKWORKS Budget 01-414-313	Other	Pd ck: 19300 10/06/20	172828	6,072.50
10/06/20 20-01282 11 CIDER MILL/ARCOLA TRAIL Budget 01-414-313	Other	Pd ck: 19300 10/06/20	172849	1,085.00
10/06/20 20-01282 12 SEI 333 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	172788	4,077.75
10/06/20 20-01282 13 RESIDENCES AT PTC 305 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	173467	8,030.00
10/06/20 20-01282 14 BURBANK GROVE Budget 01-500-030	Other	Pd ck: 19300 10/06/20	173472	1,560.08
10/06/20 20-01282 15 188 BECHTEL 354 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	172835	2,797.50
10/06/20 20-01282 16 RESIDENCES AT PTC 305 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	172833	7,285.00
10/06/20 20-01282 17 WIRANT OFFICE 345 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	173468	2,227.50
10/06/20 20-01282 18 GSK 322 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	173241	1,049.75
10/06/20 20-01282 19 SILVER RHINO 341 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	172795	3,517.50
10/06/20 20-01282 20 GSK 322 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	172781	1,436.88
10/06/20 20-01282 21 SEI 333 Budget 01-500-030	Other	Pd ck: 19300 10/06/20	173248	975.00
Total Open P.O.: Bid: 0.00 State: 0.00 Other: 0.00 Exempt: 0.00 All: 0.00 Total Paid P.O.: 0.00 0.00 91,126.75 0.00 91,126.75 Vendor P.O. Total: 0.00 0.00 91,126.75 0.00 91,126.75				

Total Vendors:	1	Total Open P.O.:	0.00	Total Paid P.O.:	91,126.75	Total Open & Paid:	91,126.75
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**UPPER PROVIDENCE BOARD OF SUPERVISORS
REGULAR MEETING
Monday, September 21, 2020 – 7:00 P.M.**

The Board of Supervisors regular meeting on Monday, September 21, 2020 was held in a hybrid/virtual format. The Board of Supervisors, Staff, and Consultants were present at the Administration Building while the public attended virtually. Instructions to join the meeting were posted on the Township’s website. Geoffrey Grace, Director of Planning and Zoning was the meeting moderator.

ATTENDANCE

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

Staff Present: Timothy Tieperman, Township Manager; Bryan Bortnichak, Assistant Township Manager; Chief Mark Toomey, UPT Police Department; Chief Dan Kerrigan, UPT Fire and Emergency Services; Arielle Simmons, Communications Officer; and Cheryll Schinski, Administrative Services Manager.

Staff Attending Virtually: Tom Broadbelt, Public Works Director; Nathan Vargas, System Network Administrator; Sue Hoffman, Parks and Recreation Director; and Richard Ressel, Emergency Services Coordinator.

Consultants Present: Geoffrey Grace, Director of Planning and Zoning; Joseph Bresnan, Esquire, Township Solicitor; William Dingman, Township Engineer; and Casey Moore, Township Traffic Engineer.

Consultants Attending Virtually: None.

CALL TO ORDER

Supervisor Calci called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Supervisor Calci started the meeting with the Pledge of Allegiance.

MOTION TO APPROVE BOARD AGENDA

Supervisor Starling motioned, seconded by Supervisor Pearson, to approve the September 21, 2020 Board Agenda, per § 2-2-5 (A) of the Township Administrative Code. Motion carried 5-0.

PUBLIC COMMENT

None.

EXECUTIVE SESSION

None.

APPROVAL OF BILL LIST

1. August 13, 2020 – September 15, 2020: \$994,693.49

Supervisor Pearson motioned, seconded by Supervisor Higgins, to approve the bill list for the period of August 13, 2020 – September 15, 2020, in the amount of \$994,693.49. Motion carried 5-0.

APPROVAL OF MINUTES

2. August 17, 2020 – regular meeting

Supervisor Pearson motioned, seconded by Supervisor Starling, to approve the minutes of the August 17, 2020 regular meeting. Motion carried 5-0.

PUBLIC HEARING

None.

OLD BUSINESS (ACTION/DISCUSSION ITEMS)

3. Consider adopting Resolution 2020-22 for a capital budget amendment for intersection improvements at Linfield Trappe and Township Line Roads

Mr. Bortnichak stated this was discussed at a previous meeting and the Board tabled action on this item. Subsequently, the project was advertised and awarded to Barwis Construction allowing for a more complete financial picture. The only unknown amount is the utility relocation costs from PECO. A placeholder of \$100,000 was used for calculation purposes and will be updated upon receipt of the costs from PECO. The total township share for this project is \$284,279.00. Limerick Township has agreed to contribute \$258,000 toward the project. This will help offset the State rescinded Green Light Go grant the Township received.

Supervisor Pearson motioned, seconded by Supervisor Higgins, to adopt Resolution 2020-22 for a capital budget amendment for intersection improvements at Linfield Trappe and Township Line Roads. Motion carried 5-0.

4. Consider adopting Resolution 2020-42 for the MS4 Pollution Reduction Plan

Mr. Dingman stated that the MS4 Pollution Reduction Plan was adopted a few years ago.

DEP has since provided additional comments on the plan requiring a second advertisement and public comment period. The plan will be resubmitted to the DEP prior to October 1, 2020. The plan changed the size of the sediment basin at Routes 422 and 29.

Supervisor Starling asked for clarification on the project. Mr. Dingman stated the project cost is approximately \$750,000.00. Mr. Dingman stated a significant amount of excavation work needs to be done at the sediment basin. Mr. Bortnichak stated this is not a budgeted item for this year; but in conjunction with the MS4 permit cycle, this item is budgeted for 2023. Mr. Dingman stated DEP indicated that the construction of the basin must happen within five (5) years of the approval date, by late 2025. Mr. Tieperman stated this project is included in the capital budget workshops. Mr. Dingman confirmed that construction of this basin exceeds the sediment reduction requirements stated by the DEP. This will be an asset during the next permitting cycle.

Supervisor Starling motioned, seconded by Supervisor Pearson, to adopt Resolution 2020-42 for the MS4 Pollution Reduction Plan. Motion carried 5-0.

5. Consider enacting Ordinance 584 regarding the establishment of a Human Relations Commission

Supervisor Starling read part of the Ordinance into the record. The full text can be found on the Township website at www.uprov-montco.org. The Commission will consist of 5 members appointed by the Board of Supervisors. It is a forum for discrimination complaints. Any interested residents are asked to send a letter of intent and resume to the Board for their review. The commission will be empowered to perform investigations, hold hearings, and submit findings of fact to the Board, including an arbitrated agreement. In the event the matter is not resolved, any party may file with the State Human Relations Commission or move the matter to court. There are some classes that are not protected by federal or state law. This commission would give those classes an avenue to file a complaint. Phoenixville, Colleeville and Royersford all have a similar ordinance.

Supervisor Pearson motioned, seconded by Supervisor Higgins, to enact Ordinance 584 regarding the establishment of a Human Relations Commission. Motion carried 5-0.

6. Consider authorizing the advertisement of Ordinance 585 regarding the franchise agreement with Comcast

Supervisor Pearson motioned, seconded by Supervisor Higgins, to authorize the advertisement of Ordinance 585 regarding the franchise agreement with Comcast. Motion carried 5-0.

NEW BUSINESS (ACTION/DISCUSSION ITEMS):

7. Central Fire and Emergency Services project update by GKO Architects & D’Huy Engineering

GKO Architects & D’Huy Engineering presented an overview of the Central Fire and Emergency Services building. The presentation included site design, building design and

functional layout. The full presentation can be viewed on the Township’s website at www.uprov-montco.org, Board of Supervisors meeting video of September 21, 2020. The estimated cost of the project is \$12.5 Million Dollars. A timeline regarding advertisement, a mandatory pre-meeting, bids and bid award were discussed and are expected to take place by the end of the year. Phase 1 construction is scheduled for January 2021.

Chief Kerrigan discussed the layout and uses of several parts of the building including the ambulance area, bunk room and fitness area. He further discussed the training room/emergency operations center (EOC). Examples of EOC use are Limerick power station and zone, flooding, or other disasters. Chief stated during the pandemic the EOC was run out of the Administration Meeting Hall. The small conference room behind the training room/EOC is for high level briefings and discussions with Township officials. The four offices are slated for the Chief, Assistant Chief, Assistant Chief/Fire Marshal and Emergency Management Coordinator who are all currently in the Administration Building.

Supervisor Vagnozzi commented that this is an opportune time to move forward with this project given the competitive bid climate, project start time, and financial outlook.

Chief Kerrigan stated the public comment period for the RACP grant ended on September 18th and we are awaiting announcement of awards.

8. Consider authorizing the advertisement of bids for the Central Fire and Emergency Services project

Supervisor Vagnozzi motioned, seconded by Supervisor Starling, to authorize the advertisement of bids for the Central Fire and Emergency Services project. Motion carried 5-0.

9. Consider authorizing the advertisement of bids for the Spring Mill Estates and Pleasant Lane sanitary sewer main extension project

Mr. Dingman stated that a grant in the amount of \$325,000 was received for the Spring Mill project. All easements have been obtained. The project is ready for bid. Construction would begin the beginning of 2021 and completed by the end of the year.

Supervisor Vagnozzi motioned, seconded by Supervisor Pearson, to authorize advertisement of bids for the Spring Mill Estates and Pleasant Lane sanitary sewer main extension project. Motion carried 5-0.

10. Consider scheduling a hearing for a zoning map amendment for 183 Kline Road

Anthony Maras, Esquire, on behalf of PRDC discussed this project. The project was discussed with Mr. Dingman, the regional sewer authority and with the Planning Commission. Applicant would like to have 183 Kline Road rezoned from R-1 to R-2. This change would allow for smaller lots and cluster zoning. Attorney Maras discussed the differences in open space, lot size, and number of houses. The by-right plan has houses bordering against the PECO powerlines. Applicant proposes a sewer pump station at Taylor Farm for use by these properties with additional capacity for the township in the event there is other development or restroom

facilities for Taylor Farm. Attorney Maras stated the Planning Commission requested a straightening of the road between lots 24 and 31 to move the lots on the other side of the road further away from the PECO powerlines. He further stated that the lots would be consistent with other homes in the township and take into account the additional open space. PECO does own the property in fee where powerlines are located.

Supervisor Vagnozzi asked if there was sewer in the area. Mr. Dingman stated zoning is not a condition of sewer availability. He stated the low spot on the Taylor Farm is the best spot to serve as the pump station. The pump station would serve more than just the area. A pump station would be necessary or each home would need to have low pressure sewer with a pump. Mr. Grace clarified that R-1 zoning does not require connection to a sewer. R-2 has options for sewer connections based on the lot size. Attorney Maras clarified the amount of linear feet of roadway and that the pump station would be community centric. Both plans have a total of 38 units. Attorney Maras stated there are two schools of thought, smaller lots with a larger more natural open space, and larger lots which by default have more open space. He stated the trend in planning is for smaller lots with more natural open space taking the burden of care off the property owner. This also minimizes stormwater runoff, the number of possible permits per property and impervious area. Supervisor Vagnozzi stated that 7 homes would be adjacent to the powerlines in R-2 instead of 5 homes in R-1.

Solicitor Bresnan stated that the issue was not the comparisons or differences in the plans but whether the Board was willing to schedule a hearing to hear the proposed zoning map amendment.

Mr. Grace stated the Planning Commission was willing to move this along to the Board of Supervisors. If the Board is inclined to set a hearing, formal reviews will be done by all consultants, the county, and the Planning Commission.

Supervisor Higgins stated that whatever is proposed for Taylor Farm, bathroom facilities would be needed. She would also like to avoid having on-lot sewer systems. Mr. Dingman asked how many units could be on the site with an R-1 zoning. Attorney Maras stated between 17-20 units would be viable in R-1. These lots would have on-lot sewer. Supervisor Higgins asked for price points for the homes. Attorney Maras stated an estimate for the R-1 homes would be \$600,000-\$700,000 and the R-2 homes would be \$500,000-\$600,000. Attorney Maras stated a walking trail connection would be included in the plan. He further stated that approximately 70-80 EDUs would be available through the pump station.

The Board of Supervisors took no action.

11. Consider authorizing advertisement for Ordinance 586 regarding the street renaming/new addresses for a portion of Bechtel Road

Mr. Grace stated this issue came about from discussions with Chief Kerrigan and newly approved 188 Bechtel Road subdivision. There is a lack of clarity with the road names between the signage and the county records. Mr. Grace discussed Exhibit A showing the proposed change. The only property address that would change is the existing 188 Bechtel Road, which would change due to the new subdivision anyway. If Hopwood Road is brought all the way

through, there may be additional properties that would need an address change. This proposed ordinance covers Route 113 through the new development.

Supervisor Starling motioned, seconded by Supervisor Starling, to authorize the advertisement of Ordinance 586 regarding the street renaming/new addresses for a portion of Bechtel Road. Motion carried 5-0.

12. Consider adopting Resolution 2020-43 regarding traffic signal improvements at Trappe Road and Black Rock Road/Yeager Road

13. Consider adopting Resolution 2020-44 regarding traffic signal improvements at Trappe Road and S. Mennonite Road

Mr. Moore discussed the above two items jointly. As part of their land development, the Residences at Providence Town Center needed to complete off-site traffic improvements of these intersections. The improvements requested in Resolution 2020-43 include re-timing modifications, coordination with the Mennonite intersection and a GPS time clock. The improvements requested in Resolution 2020-44 include widening and reconfiguration at South Mennonite to add left turn lanes, replacing mast arms and controller cabinet, adding a southbound left turn phase, installing pedestal and push buttons controls, installing ADA curb ramps, upgrading the pedestrian signals and facilities, adding advanced detection radar and coordination with the other intersection. Supervisor Pearson asked for clarification on the advanced detection radar. The controller will see any video recorder. The township would have access to the video or allow the consultant to view the video for traffic changes. Mr. Moore stated most intersection have video monitoring. In the event of an emergency PennDOT or McMahan would have access to the system. Chief Toomey stated the video is used for training. The radar detection allows the signal to pick up the number of cars and not create a dilemma zone. Chief Kerrigan stated there is a pre-emption system for emergency services. The costs will be paid for by Audubon Land Development through the Residences at Providence Town Center project. The estimated cost is \$500,000 per signal.

Supervisor Pearson motioned, seconded by Supervisor Starling, to adopt Resolution 2020-43 regarding traffic signal improvements at Trappe Road and Black Rock Road/Yeager Road and adopt Resolution 2020-44 regarding traffic signal improvement at Trappe Road and S. Mennonite Road. Motion carried 5-0.

14. Consider adopting Resolution 2020-45 for submission of a multimodal grant application for preliminary engineering related to the intersection of Lewis and Vaughn Roads

Mr. Moore stated that in 2019 several proposals for improvements to the intersection were discussed including a round-about. An application was submitted under the PennDOT multimodal grant. PennDOT selected one application per county due to the pandemic and UPT was not successful in obtaining the grant. Subsequently, DCED and CFA, other State agencies opened multimodal grant submission. This grant has different requirements including a submission for preliminary engineering without the need for a match. This grant could serve as the basis to ask for further grants to advance the funding of the project. Applications are due at the end of September. A Board resolution is required. The requested amount is \$152,000. The

project cost estimate is \$5.8 Million Dollars. Mr. Moore stated that if the grant is awarded but the project does not go forward, the money would not have to be returned.

Supervisor Starling motioned, seconded by Supervisor Pearson to adopt Resolution 2020-45 for submission of a multimodal grant application for preliminary engineering related to the intersection of Lewis and Vaughn Roads.

MANAGER AND DEPARTMENT HEAD REPORTS

15. Census deadline moved to September 30 – from October 31

Mr. Tieperman reminded everyone that the Census deadline has been moved up to September 30 from October 31. It is important that all residents complete and return the Census. The Census can be completed online, by mail or phone.

16. Consider authorizing the transfer of title for the 2011 Ford F-350 to Montgomery SWAT West

Chief Toomey stated he is the president of Montgomery County West SWAT Unit which is comprised of various municipalities throughout the County. The SWAT team is in need of a pick-up truck to transport special equipment for emergency situations. Tom Broadbelt advised the Chief that public works has a vehicle not in use due to attrition that would satisfy the needs of the SWAT team.

Supervisor Pearson motioned, seconded by Supervisor Vagnozzi, to authorize the transfer of title for the 2011 Ford F-350 to Montgomery SWAT West. Motion carried 5-0.

CONSULTANT REPORTS

17. Engineering and capital improvement project updates

Mr. Dingman discussed the following projects:

- The road projects are complete and came in under budget;
- The Tindey Run Sewer Project easement requests were sent to 13 residents and are still in process;
- The township section of the Second Avenue Culvert Project sewer force main portion is complete, PennDOT is still working of their portion.

SOLICITOR'S REPORT

None.

SUPERVISORS COMMENTS

Supervisor Starling reiterated the importance of completing the Census. He thanked the emergency services and fire department, the police department, the public works department and

the Black Rock Volunteer Fire Company for their response to the severe flooding over the summer. He appreciates the hard work and dedication of everyone involved.

Supervisor Higgins recommended the following books:

- *Donald Trump vs. The United States: Inside the Struggle to Stop a President*, by Michael S. Schmidt
- *Our Lady of Perpetual Hunger: A Memoir*, by Lisa Donovan
- *Rabbit: The Autobiography of Ms. Pat*, by Patricia Williams and Jeannine Amber

UPCOMING EVENTS

Due to the pandemic, all upcoming events are being reviewed and may be modified, rescheduled and/or cancelled in order to comply with federal and/or local restrictions. Please check the website at www.uprov-montco.org or contact administration at 610-933-9179.

18. Board of Supervisors meeting schedule:

October 19, 2020 at 7:00 p.m. - regular

November 16, 2020 at 7:00 p.m. - regular

19. Planning Commission meeting schedule:

September 23, 2020 at 7:00 p.m. - CANCELLED

Agenda Items:

October 14, 2020 at 7:00 p.m.

Agenda Items: Toll Bros., Inc./Foley tract

20. Parks and Recreation Committee meeting schedule:

October 21, 2020 at 6:00 p.m.

21. Comprehensive Plan Subcommittee meeting schedule:

October 21, 2020 at 7:00 p.m.

22. Municipal Authority meeting schedule:

October 1, 2020 at 7:00 p.m.

ADJOURNMENT

There being no further business, Supervisor Pearson motioned, seconded by Supervisor Starling to adjourn the meeting at 9:07 p.m. Motion carried 5-0.

Respectfully Submitted,



Timothy J. Tieperman
Township Manager/Secretary

ORDINANCE NO. 585

**ORDINANCE OF THE TOWNSHIP OF UPPER PROVIDENCE AUTHORIZING
EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWNSHIP AND
COMCAST OF SOUTHEAST PENNSYLVANIA, LLC**

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated November 11, 2007; and

WHEREAS, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township’s and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

NOW THEREFORE, BE IT ORDAINED that the Township Board of Supervisors does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ENACTED AND ORDAINED this ____ day of _____, 2020.

ATTEST:

TOWNSHIP OF UPPER PROVIDENCE

Timothy Tieperman
Township Manager/Secretary

Helene Calci
Chairman, Board of Supervisors

CABLE FRANCHISE AGREEMENT

BETWEEN

UPPER PROVIDENCE TOWNSHIP

AND

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

With assistance from:

Cohen Law Group
413 South Main Street - Third Floor
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is by and between Upper Providence Township, a municipality located in Montgomery County, Pennsylvania (hereinafter referred to as the “Township” and “Comcast of Southeast Pennsylvania, LLC” (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Communications Act, the regulations of the Federal Communications Commission (“FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Township’s jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement dated November 11, 2007; and

WHEREAS, Comcast has requested that the Township renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the Township’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, provide legal protections for the Township’s and meet the current and future cable-related needs of its residents; and

WHEREAS, the Township held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the Township’s future cable-related community needs; and

WHEREAS, the Township has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein;

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any persons(s) or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Southeast Pennsylvania, LLC but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service or Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; (5) any facilities of any electric utility used solely for operating its electric utility systems;

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) communication by a Subscriber expressing dissatisfaction with Comcast's operation of its Cable System that is within Comcast's

control and requires a corrective measure on the part of Comcast or its contractors or subcontractors.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(j) Educational and Governmental (EG) Channel - An access channel that consists of local, educational and/or governmental programming.

(k) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(l) FCC - Federal Communications Commission.

(m) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment; extraordinary make ready costs; partial or entire failure of utilities or other event that is reasonably beyond Comcast's ability to anticipate or control.

(n) Franchise - The authorization granted by the Township to construct, operate and maintain a Cable System within the corporate limits of the Township as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the Township pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - All revenue received by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services, as calculated in accordance with generally accepted accounting principles ("GAAP"). Gross Revenues shall include, but are not limited to the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) fees charged for premium Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;

- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Cable Service.
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls pertaining to Cable Service;
- (11) inside wire maintenance fees for Cable Service;
- (12) service plan protection fees for Cable Service;
- (13) convenience fees;
- (14) early termination fees on Cable Service;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (17) rental or sales of any and all equipment, including converters and remote control devices;
- (18) advertising revenues attributable to the local Cable System and Cable Services;
- (19) revenues or commissions from locally-derived home shopping channels;
- (20) broadcast retransmission fees;
- (21) regional sports fee;
- (22) late payment fees on Cable Service;
- (23) billing and collection fees on Cable Service;
- (24) NSF check charges; and
- (25) Franchise Fees.

Gross Revenue shall not include refundable deposits, investment income, programming launch support payments, nor any taxes, or other fees or assessments imposed or assessed by any governmental authority. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles, provided however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in the Gross Annual Revenues in the period so collected. In the event of any dispute over the classification of revenue, the Township and Comcast agree that reference should be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”).

(q) Leased Access or Commercial Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(r) Multiple Dwelling Units or MDU’s - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(s) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(t) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(u) Outlet - An interior receptacle that connects a television set to the Cable System.

(v) Public Buildings - shall mean the Township Building, police stations, fire companies, public works buildings, and water and sewer authorities. Public Buildings shall not include buildings owned by the Township but leased to third parties, or buildings, such as storage facilities, at which government employees are not regularly stationed, or to facilities used by a private service provider, such as a private ambulance company.

(w) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Township.

(x) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(y) Service Interruption - The loss of picture or sound on all Cable Service channels.

(z) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast. Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the authority to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Township has a sufficient easement or right-of-way. Nothing

herein shall preclude Comcast from offering any other service over the Cable System as may be lawfully allowed.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the date when fully executed by both parties, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Comcast represents, warrants and acknowledges that, as of the Effective Date:

(1) Comcast is duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania;

(2) Comcast has the requisite approval from the applicable federal and state agencies;

(3) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(4) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolutions of the Township. Without waiving any of its rights, the Township agrees that, to the extent any term of this Agreement is inconsistent with the terms of any Township cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The Franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise or other authorization to provide similar wired video services, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent provider than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the Township and Comcast shall enter into good faith negotiations in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or other authorization to provide similar wired video services is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

SECTION 3

SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer Cable Services throughout all parts of the Township where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the generally applicable laws, ordinances and construction standards of the Township.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System beyond that which exists on the Effective Date into all areas within the Township, unserved by another wireline video provider, where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the main distribution line from which a usable Cable Service signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within two hundred seventy-five (275) feet of the

nearest distribution pole line within the public right of way. Upon written request from the Township, Comcast shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Township of the survey results and applicable costs to extend Service to the area. In those areas meeting the minimum density standard, Comcast shall commence construction within ninety (90) days after all necessary permits and pole attachment licenses are obtained. Subject to Force Majeure, Comcast will make best efforts to complete the construction of said extension within six (6) months from the issuance of all necessary permits and pole attachment licenses. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities, weather permitting.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service if the Subscriber pays Comcast the actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The Township has the authority to require Comcast to place wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such underground projects, Comcast that shall be included by the Township for such funds. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass any remaining costs in excess of any such available public or private funds through to Subscribers if and to the extent allowed by applicable law.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Comcast has designed, constructed, and shall maintain a Cable System that has been built for digital television standards.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Comcast shall be responsible for ensuring that its Cable System is designed, installed and operated in a manner that fully complies with applicable FCC technical standards. Upon a showing of a pattern of Subscriber Complaints regarding signal quality or a determination of non-compliance related to signal quality through a compliance review under Section 5.2 herein, Comcast, upon written request by the Township, shall perform applicable tests to determine compliance with FCC technical standards. Comcast shall provide a report to the Township within thirty (30) days of completion of a Township-requested test that describes the results of the test. If any test under this Section indicates that the Cable System fails to meet applicable FCC requirements, Comcast shall take such corrective measures as are necessary to correct any failure and to prevent their recurrence as far as is possible.

(b) Upon sixty (60) days' written request to Comcast, the Township may inspect the Cable System at any time to ensure compliance with this Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. The Township reserves the right, upon at least sixty (60) days' written notice to Comcast, to conduct a technical audit of the Cable System.

3.5 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.6 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities.

3.7 SERVICE TO MULTIPLE DWELLING UNITS ("MDU's")

Comcast and the Township hereto acknowledge and agree that installation and provision of Cable Service to MDU's are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and applicable Pennsylvania law.

3.8 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as reasonably good condition as before the disturbance within twenty (20) business days of the completion of the disturbance, weather permitting. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause

proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the Commonwealth may establish in the future. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.9 SERVICE AREA MAPS

Upon thirty (30) days written request, Comcast shall permit the Township to view a complete set of Comcast service area strand maps of the Township on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Township officials shall be at a mutually agreed time and location. Should the Township wish to obtain such strand maps of the Township for its exclusive use, Comcast shall provide such maps within thirty (30) days of a written request, but no more than once annually and

only after the Township and Comcast have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to Section 5.1 of this Agreement.

3.10 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity utilizing the Public Rights of Way including with respect to potential reimbursement of costs.

3.11 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.12 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the Township for permission, with the exception of Emergency situations as defined in Section 1(k), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the Township.

3.13 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by applicable federal and state law and regulations.

3.14 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) any Educational and Governmental Channel pursuant to Section 611 of the Cable Act. All such signals shall be delivered to Subscribers in accordance with applicable FCC technical specifications.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 TELEPHONE AVAILABILITY

(a) Comcast shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) Comcast will not be required to perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply. If the Township determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next three months and report to the Township the results of such monthly average measurements.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast or Xfinity logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) In accordance with applicable federal law, Comcast shall provide written information to each Subscriber upon initial subscription, and at least annually to Subscribers and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service and any converters;
- (6) Billing and Subscriber complaint procedures;
- (7) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber. Advance notice is not required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer.

(c) The written notices required by this section may be provided electronically and by any other reasonable means through which notifications are provided to customers.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) The Township hereby requests that Comcast omit the Township's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall

include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the Township is contacted directly about a Subscriber Complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, Comcast shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, timely disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges;

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute; and

(4) It shall be within Comcast's sole discretion to determine when the dispute has been resolved.

(d) In accordance with applicable law, Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least twenty (20) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days' notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, is engaged in theft of Cable Service or has exhibited violent or threatening behavior toward its employees.

4.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the Subscriber.

(b) Excluding conditions beyond its control and in the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of a written or credible oral request, Comcast shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

Comcast shall comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

SECTION 5 **REGULATION BY THE TOWNSHIP**

5.1 RIGHT TO INSPECT AND PROTECTION OF PROPRIETARY INFORMATION

(a) The Township shall have the option, upon thirty (30) business days' written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 9.3, all documents, records and other pertinent information maintained by Comcast which relate to the terms and conditions of this Agreement for the purpose of verifying compliance with the terms and conditions of this Agreement and applicable law.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential by the Township so long as it is permitted to do so under applicable law. Representatives and/or agents of the Township may be requested to execute a non-disclosure agreement prior to the provision by Comcast of certain confidential information, provided such representatives and/or agents are permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality

subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g. system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall timely notify Comcast of such request and shall cooperate with Comcast in protecting its proprietary and confidential information to the extent permitted by applicable law. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g. employee files, tax returns, etc.).

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

Not more than twice during the term of this Agreement, the Township or its representatives may conduct a full compliance review with respect to whether Comcast has complied with the material terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such review. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Comcast may organize the necessary records and documents for appropriate review by the Township. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of records and documents related to the cable compliance review. The period for any such review shall be for not more than the sixty (60) months immediately previous to the notice. The Township shall promptly inform Comcast in accordance with Section 8.1 of any alleged non-compliance issues that result from the compliance review.

5.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Township's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. If the Township's exercise of the police power results in a material alteration of the terms and conditions of this Agreement, then the parties shall negotiate amendments in good faith to this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on Comcast of the material alteration.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Township to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Township. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Comcast shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, upon written request, Comcast shall provide the following reports to the Township:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request and no more than once per year, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 1(g), that required a service call, originating from the Township and received during the previous 12-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

In addition, and upon written request, Comcast shall provide a report containing at least the following statistical information for the previous 12-month period:

- (1) Number of repair service requests received;
- (2) Breakdown by type of complaint received (i.e. complete outage, snowy picture, etc.);
- (3) Breakdown by cause of problem (i.e. subscriber equipment, drop/converter, system, etc.);
- (4) Number of known service interruptions in excess of 30 minutes and the approximate length of time of each such interruption

(b) Government Reports

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has

submitted to any federal, state or local regulatory agencies if such documents relate specifically to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6

COMPENSATION TO THE TOWNSHIP

6.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. Comcast shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability, unless required by law. The Township may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the Township shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each of the first three calendar quarters and sixty (60) days after the fourth calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and March 1 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Township. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the Township.

6.3 QUARTERLY REPORTS

Within ten (10) days of each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than twice during the franchise term, the Township shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such Franchise Fee review or audit shall occur within sixty (60) months from the date the Township receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the Township with copies of financial records related to the Franchise Fee review or audit.

(a) In the event of an alleged underpayment, the Township shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review or audit reveals that there have been no underpayments, the Township shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Township with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Township shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes the Township's final determination, it may submit the dispute to mediation or arbitration within thirty (30) days of receiving the Township's written notice of determination. In the event that Comcast fails to submit the matter to mediation or arbitration within the required time period, the Township's final determination shall be binding on Comcast.

(b) Any Franchise Fee payment due to the Township as a result of the Franchise Fee review shall be paid to the Township by Comcast within forty-five (45) days from the date the Township notifies Comcast of its final determination, or if the matter is submitted to mediation or litigation, within forty-five (45) days from the final disposition of such action. If the Franchise Fee review shows that Franchise Fees have been underpaid, then Comcast shall pay the underpaid amount plus interest from the due date equal to the then-current prime rate of interest as published in *The Wall Street Journal* on the underpayment amount. If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay up to three thousand dollars (\$3,000) of documented out-of-pocket costs of the Franchise Fee review. Any entity employed by the Township that performs an audit or franchise fee review shall not be permitted to be compensated on a success based formula, e.g. payment based upon underpayment of fees, if any.

6.5 BUNDLED SERVICES

All revenue earned from bundled services shall be allocated to Cable Service and non-Cable Service in accordance with generally accepted accounting principles (GAAP). It is understood that in some cases equipment and other non-service charges may be allocated at full retail price due to requirements related to sales taxes or similar tax requirements. To the extent such allocations are discretionary or otherwise not addressed by GAAP, allocations of revenue from such bundles shall not be structured for the purpose of evading franchise fees applicable to cable services.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Comcast shall provide a cable service drop and Basic Service with any necessary cable box to one outlet at each Public Building listed in Exhibit A. In accordance with applicable law, Comcast will charge the fair market value for each such account, which fair market value shall match the then-current rate card for the level of service provided. Comcast shall notify the Township in writing regarding the amount of the monthly service fee for each account based on fair market value. The Township shall then notify Comcast, within thirty (30) days of receiving the notice from Comcast, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The Township may upgrade the level of cable service received at then current rate card prices for the higher level of service. The Township may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) In the event the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act is reversed on appeal as to the issue of complimentary cable services as in-kind contributions in a cable franchise and such result becomes final within thirty (30) days of the result becoming final, Comcast will discontinue the charge for Basic Service for the Public Building locations listed in Exhibit A and provide such service on a complimentary basis. Any additional levels of cable service, outlets, or service locations ordered by the Township shall continue to be subject to standard rates.

(c) During the term of the Franchise, the Township may change a Public Building location listed in Exhibit A upon 90-days written notice to Comcast, provided that the new location is within 125 feet of existing Comcast cable distribution plant.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Comcast shall continue to make available the use of one (1) Educational (Spring-Ford Area School District) and Governmental (Upper Providence Township) Access Channel ("EG") in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to a designated access provider. Comcast shall not exercise any editorial control over EG Channel programming. Comcast shall cablecast the activated EG Channels so that they may be received by all Comcast Subscribers in the Township.

(b) To enable the Township and School District to continue to utilize the EG Channel, Comcast shall continue to maintain direct fiber links, including activation equipment capable of transmitting high quality video and audio between the video origination location and the Comcast headend such that live programming can originate from locations identified in Exhibit B and be distributed via the Cable System to Subscribers in the Township. This fiber link and equipment

shall be collectively known as the “Return Line.” Comcast shall determine the engineering solution necessary to allow distribution of the EG Channel programming, via the Cable System, to Subscribers in the Township.

(c) Comcast shall be responsible for maintaining the Return Lines to the origination sites of the EG Channel so long as the Township provides Comcast with access to such locations and access to the E Channel equipment within such locations. Comcast shall provide, install and maintain in good working order the equipment and the cable necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall maintain the EG Channel in accordance with the same FCC technical specifications that are comparable to the specifications used to maintain commercial channels transmitted to Subscribers on the Cable system, except that it shall not be responsible for the technical signal quality of programming produced by any E channel programmer.

(d) Any expenditure made in connection with the construction of the Return Lines shall be at the expense of the Township or designee. The Township and Comcast further agree that all costs incurred by Comcast for supporting such EG Channel, including any and all equipment, and E capital support grants may be designated as “costs of franchise requirements” or “external costs” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(e) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The Township and Comcast agree to work cooperatively in implementing the E channel through such means and in such manner as shall be mutually satisfactory.

(f) Within one hundred eighty (180) days of a written request by the Township, Comcast shall, at the Township’s or designee expense, relocate the EG origination site and the associated Return Line as follows: (i) Comcast’s obligation shall be subject to the same terms and conditions that apply to the original E origination site in this Section; and (ii) the Township shall provide access to such site at least ninety (90) days prior to anticipated use of the new EG origination site. The timeline for relocation of the EG origination site shall be subject to the timely granting of any and all required permits, walk-out, make ready, and the detection of all underground utilities.

(g) In the event the Township or its designee does not program any EG Channel, Comcast may request the use of this channel subject to written approval by Township. If the Township approves Comcast’s use of an EG Channel and, subsequent to such approval, the Township requests the utilization of the EG Channel being programmed by Comcast, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the Township that it requires such channel for educational and/or governmental use.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current EG Channel(s) as of the Effective Date. Notwithstanding the foregoing, in the event that Comcast deems a change in any EG Channel assignment to be necessary and changes any channel

assignment in accordance with this Section, Comcast shall provide the Township thirty (30) days advance written notice of any change in EG Channel assignments.

(i) Subject to the procedures related to the determination and recovery of fair market value of this service referenced in Section 7.1, Comcast shall provide at each E origination site one complimentary cable drop and digital basic service package (or equivalent), plus any other tier of service that includes E Channels, including converter box, digital adapter, and other end user equipment, for purposes of monitoring the E programming content transmitted over the Cable System.

7.3 EG CAPITAL GRANT

Comcast shall provide the Township with a one-time EG capital grant to be used in support of the production of local Education and/or Government Channel programming. The EG capital grant shall be in the amount of seventeen thousand (\$17,000) dollars. Such grant shall be paid within ninety (90) days of the Effective Date and upon written request of the Township. Pursuant to federal law, such capital grant shall not be offset against Franchise Fees remitted or due to the Township. Comcast and the Township agree that the cost of such grant may be designated as a “cost of franchise requirements” or “external cost” as defined by the FCC and Comcast reserves its right to pass these costs through to the Subscribers.

SECTION 8 ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any material provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. The person providing such notice shall do so pursuant to the requisite authority of the Township.

(b) Comcast shall have forty-five (45) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within forty-five (45) days, the period of time in which Comcast must cure the violation shall be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to complete the cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time period allowed under Section 8.1(b) and, in the Township’s judgment, Comcast has not taken reasonable steps to cure the violation, then the Township may deem that Comcast is liable for liquidated damages in accordance with this Section 8.

8.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with the material terms of this Agreement may result in harm to the Township and because it will be difficult to measure the extent of such injury, the Township may assess liquidated damages against Comcast in the amount of Two Hundred and Fifty (\$250.00) Dollars per day for each day the violation continues, provided Comcast has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Comcast, but shall be in addition to such specific performance.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages. With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

8.3 REVOCAION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Township Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall

be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast. If Comcast appeals such determination to an appropriate court, the revocation shall be stayed.

8.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

8.5 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles shall be One Million Dollars (\$1,000,000) combined single limit per occurrence.

(b) The Township, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.5.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.5 and without submitting insurance certificates to the Township verifying that Comcast has obtained such alternative insurance. Comcast shall provide the Township with at least thirty (30) days prior written notice in the event the policies are cancelled or not renewed.

(d) Comcast shall deliver to the Township Certificates of Insurance showing evidence of the required coverage within thirty (30) days of a written request by the Township.

8.6 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting from acts of willful misconduct or negligence on the part of the Township.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. Upon written (including electronic) request by the Township, Comcast shall inform the Township within thirty (30) days of receipt of the request whether or not Comcast has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall reasonably restore the areas to

their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Comcast's abandonment of the Cable System, the Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the reasonable costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Attention: Township Manager
1286 Black Rock Road
Phoenixville, PA 19460

The Township may specify any change of address in writing to Comcast. Every notice to be served upon or made to Comcast shall be either by hand delivery or first-class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service or electronic mail and addressed to:

Comcast of Southeast Pennsylvania, LLC
55 Industrial Drive
Ivyland, PA 18974
Attention: Government Affairs Department

With copies to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Legal Department/Franchise

AND

Comcast
Northeast Division
676 Island Pond Road
Manchester, NH 03109
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township. Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, Montgomery County or in the United States District Court for the Eastern District of Pennsylvania.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release fifty-one percent (51%) or more of its direct ownership in the Cable System without the prior written consent of the Township, provided that such consent shall not be unreasonably withheld.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, assignment or change in control as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, agreements, representations or understandings, whether written or oral, of the parties regarding the subject matter hereof that are in conflict with the provisions herein.

9.9 SEPARABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be separable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

No course of dealing between Comcast and the Township, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast shall amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

9.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and generally applicable local laws and regulations.

9.13 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No. _____ dated _____, 2020 of the Township.

WITNESS our hands and official seals to this Cable Franchise Agreement.

UPPER PROVIDENCE TOWNSHIP

By: _____

Name: _____

Title: _____

Date: _____

COMCAST OF SOUTHEAST PENNSYLVANIA, LLC

By: _____

Name: James Samaha

Title: Senior Vice President – Freedom Region

Date: _____

EXHIBIT A - LOCATIONS FOR COURTESY CABLE TELEVISION SERVICE

The Township will provide an updated address list of locations pursuant to Section 7.1.

EXHIBIT B - EXISTING REMOTE ORIGINATION POINT(S)

Education Access Channel
Spring-Ford Area School District
High School
857 South Lewis Road
Royersford, PA 19468-2732

Government Access Channel
Township Administration Building
1286 Black Rock Road
Phoenixville, PA 19460

UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PA
ORDINANCE NUMBER 586

AN ORDINANCE ADOPTED PURSUANT TO SECTION 2329 OF THE SECOND CLASS TOWNSHIP CODE, RENAMING PORTIONS OF ITHAN LANE, BECHTEL ROAD, AND SUGARBERRY LANE; EFFECTIVE FIVE DAYS AFTER ADOPTION; AMENDING THE OFFICIAL TOWNSHIP MAP; BEING ONLY CHANGES OF NAME AND MAKING NO SUBSTANTIVE CHANGES TO THE TOWNSHIP ORDINANCES

WHEREAS, recently approved land development plans allow for the future creation of new roadways that facilitate the connection of certain existing roads, and

WHEREAS, in consideration of that possibility and consistent with an orderly system of roadway names, it is the desire of the Board of Supervisors to make the following name change,

NOW THEREFORE, it is hereby **ORDAINED** as follows:

1. Beginning at the intersection of Route 113 and Hopwood Road, and continuing northwest on a roadway that is alternately referred to as Ithan Lane and Bechtel Road (and bearing signage with the name Sugarberry Lane) all of such existing roadway shall be renamed Hopwood Road.
2. Attached to this Ordinance as Exhibit "A" is a satellite image of the portion of the Township here involved, with a superimposed description of the changeset forth in the preceding paragraph. In the event of any inconsistency between the words of this ordinance and the attached image, the image and notations shall control.
3. This ordinance is intended only to change a roadway name and is not intended to make any substantive change to any existing zoning or other ordinance. Any ordinance that refers by name to any street named in this ordinance shall be read as having the new name substituted into the ordinance.
4. Staff will advise all necessary third part agencies and political subdivisions, as necessary, including USPS, the County of Montgomery (including 911 services), each contiguous township and borough, and each fire and ambulance company that serves the area in question, of the within change.
5. The official Township map will be revised to reflect the within change.
6. In the discretion of staff, signage for the renamed road may for the convenience of the public temporarily include a reference to the prior name of the roadway, including the use of the word "formerly" beneath the new name.

7. To the extent possible, the new name shall be submitted to popular GPS applications, such as Google Maps.
8. This ordinance is effective five days after adoption.

ENACTED AND ORDAINED this ____ day of _____, 2020.

ATTEST:

TOWNSHIP OF UPPER PROVIDENCE

Timothy Tieperman
Township Manager/Secretary

Helene Calci
Chairman, Board of Supervisors



LEWIS ROAD

LEWIS ROAD

FRUIT FARM ROAD

TO BE NAMED:
HOPWOOD ROAD
(TOWNSHIP CONSTRUCTION)

220 BECHTEL ROAD:
ADDRESS MAY NEED TO CHANGE
BASED ON LOCATION OF ROAD CONNECTION
AND OTHER RENAMING

CURRENTLY 188 BECHTEL ROAD :
ADDRESS WILL NEED CHANGE TO HOPWOOD ADDRESS

CONSIDER RENAMING TO
HOPWOOD ROAD
(TWO OR THREE ADDRESS CHANGES NEEDED)

CONSIDER RENAMING TO
OLD STATE ROAD
(ONE ADDRESS CHANGE NEEDED)

TO BE NAMED:
HOPWOOD ROAD
(DEVELOPER CONSTRUCTION)

AREA TO BE RENAMED
HOPWOOD ROAD

OLD STATE ROAD

REMAIN BECHTEL ROAD

HOPWOOD ROAD

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



DEPARTMENT USE ONLY

County : MONTGOMERY
 Engineering District : 6-0
 Department Tracking # : _____
 Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : TOM BROADBELT **Title** : DIRECTOR OF PUBLIC WORKS
Municipal Name : UPPER PROVIDENCE TOWNSHIP
Municipal Address : 1286 BLACK ROCK ROAD, OAKS, PA 19456
Municipal Phone Number : 610-933-9179 **Alternative Phone Number** : _____
E-mail Address : tom@uprov-montco.org
Municipal Hours of Operation : 8:30am-4:00pm

B - Application Description

Location (intersection) : TRAPPE ROAD (SR 013) & HOPWOOD ROAD

Traffic Control Device is : **NEW** Traffic Signal **EXISTING** Traffic Signal **(Permit Number)** : 64-3344

Type of Device (select one) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____

Is Traffic Signal part of a system? : YES NO **System Number (if applicable)** : _____

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

RENAME EXISTING WESTERLY BECHTEL ROAD APPROACH TO HOPWOOD ROAD. REVISE OVERHEAD STREET NAME SIGNS AND ASSOCIATED BECHTEL ROAD REFERENCES ON PERMIT PLAN TO HOPWOOD ROAD.

Associated with Highway Occupancy Permit (HOP)? : YES NO **If YES, HOP Application #** : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____

Maintenance and Operations Contact Name : BILL DUNN **Company/Organization** : SIGNAL SERVICE, INC.
Phone # : 484-752-8022 **Alternative Phone #** : 610-429-8073 **E-mail** : bdunn@signalservice.com

D - Attachments Listing

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input checked="" type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

October 19, 2016 BOS Meeting

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



DEPARTMENT USE ONLY

County : MOTGOMERY

Engineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : _____ **Date :** _____

Signed By : _____ **Witness or Attest :** _____

Title of Signatory : Secretary; 2020 BOS Meeting **Title of Witness or Attester:** _____ Page 67 of 94

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



DEPARTMENT USE ONLY

County : MOTGOMERY

Engineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS

Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only

TYPE OF REPAIR PERMITTED

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

Exhibit "B":
Recordkeeping



DEPARTMENT USE ONLY

County :MOTGOMERY

Engineering District :6-0

Department Tracking # :

Initial Submission Date :

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

Exhibit "C": Signal Maintenance Organization



DEPARTMENT USE ONLY

County : MOTGOMERYEngineering District : 6-0

Department Tracking # : _____

Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attester: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION 2020-46

BE IT RESOLVED, by authority of the Board of Supervisors
(Name of governing body)

of the Township of Upper Providence , Montgomery County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the Township Manager
(designate official title)

of said MUNICIPALITY is authorized and directed to submit the attached Application for Traffic

Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the MUNICIPALITY.

ATTEST:

TOWNSHIP OF UPPER PROVIDENCE

(Name of MUNICIPALITY)

(Signature and designation of official title)

By: _____
(Signature and designation of official title)

I, Timothy J. Tieperman
(Name)

Township Manager
(Official Title)

of the Board of Supervisors, Township of Upper Providence , do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Supervisors , held the 19th day of October , 2020 .
(Name of governing body)

DATE: _____

(Signature and designation of official title)

UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PA

ORDINANCE NUMBER 587

AN ORDINANCE OF THE TOWNSHIP OF UPPER PROVIDENCE CREATING A NEW PART 3 IN CHAPTER 151, SUCH NEW PART TO BE TITLED “VACATED OR RELOCATED STREETS” AND CREATING A NEW SECTION 151-10, ALTERATION OF JACOBS STREET; LEAVING THE REMAINDER OF CHAPTER 151 IN FULL FORCE AND EFFECT; EFFECTIVE FIVE DAYS AFTER ADOPTION

WHEREAS, Upper Providence Township has created certain engineering plans and secured partial funding for the relocation of Jacobs Street in the Mont Clare section of the Township in order that, at its intersection with Bridge Street, it shall directly oppose Walnut Street to create a conventional four-way intersection that will greatly improve the flow of traffic in that part of the Township, and

WHEREAS, the Township is required to memorialize the new road configuration in a duly enacted ordinance, and

WHEREAS, adjacent property owners have been given ten days advance notice of the Township’s intent to adopt this ordinance, in addition to its advertisement for enactment as in the usual course,

NOW THEREFORE, the Upper Providence Township Board of Supervisors do hereby **ORDAIN** as follows:

Chapter 151, Part 3, which has heretofore been reserved for future use, shall be entitled “Vacated or relocated streets,” and Section 151-10, previously reserved for future use, shall be entitled “Alteration of Jacobs Street”. The text of 151-10 is as follows:

§151.10. Alteration of Jacobs Street

Jacobs Street shall be relocated to directly oppose Walnut Street as shown on the diagram attached hereto as Exhibit “A”, being a plot plan prepared by Traffic Planning & Design dated September 18, 2020. This ordinance will be recorded with the Montgomery County Clerk of Courts immediately upon adoption in accordance with Section 2305 of the Second Class Township Code. Official Township street, right of way and zoning maps which depict Jacob Street shall be amended to reflect the relocation.

ENACTED AND ORDAINED this ____ day of _____, 2020.

ATTEST:

TOWNSHIP OF UPPER PROVIDENCE

Timothy Tieperman
Township Manager/Secretary

Helene Calci
Chair, Board of Supervisors

UPPER PROVIDENCE TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF UPPER PROVIDENCE, CHAPTER 58, CHAPTER 150, STORMWATER MANAGEMENT, CHAPTER 154, SUBDIVISION AND LAND DEVELOPMENT AND CHAPTER 182, ZONING.

WHEREAS, Upper Providence Township is a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Pennsylvania Municipalities Planning Code, Article V, Subdivision and Land Development, 53 P.S. § 10501, *et. seq.*, authorizes the Board of Supervisors of Upper Providence Township to regulate subdivisions and land development within the Township by enacting a Subdivision and Land Development Ordinance, and by making amendments thereto from time to time; and

WHEREAS, the Pennsylvania Municipalities Planning Code, Article V, Subdivision and Land Development, 53 P.S. § 10601, *et. seq.*, authorizes the Board of Supervisors of Upper Providence Township to regulate the zoning of land within the Township by enacting a Zoning Ordinance, and by making amendments thereto from time to time; and

WHEREAS, the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, *et. seq.*, and the Pennsylvania Stormwater Management Act, 32 P.S. § 680.1, *et. seq.*, authorize the Board of Supervisors of Upper Providence Township to regulate land use activities that affect stormwater impacts by enacting ordinances and making amendments thereto.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Upper Providence Township, and it is hereby ordained and enacted by the authority of the same, to wit:

SECTION 1. The Code of the Township of Upper Providence, Chapter 58 Brush, Grass and Weeds, Section 58-1 is hereby amended to read as follows:

§ 58-1 Height of grass or weeds restricted.

No person, firm or corporation owning or occupying any property within Upper Providence Township, except in areas ~~zoned~~ **used in an agricultural manner** pursuant to the **definition of agriculture within the** currently effective Upper Providence Township Zoning Ordinance, as amended,[1] shall permit any grass or weeds or vegetation whatsoever, not edible or planted for some useful or ornamental purpose, to grow or remain upon any land 100 feet or less from any structure or from any

street, alley or sidewalk used by the public so as to exceed a height of 12 inches or to throw off any unpleasant or noxious odor or to conceal any unsanitary deposit or to create or produce pollen.

SECTION 1.

The Code of the Township of Upper Providence, Chapter 150, Stormwater Management, Section 150-11.B is hereby amended to read as follows:

“11.B Peak discharge design storms. **Detention facilities shall be designed to control the fifty-year storm post-development runoff peak discharge rate from a site to the pre-development two-year storm peak runoff discharge rate and the 100-year storm post-development runoff peak discharge rate to the pre-development 100-year storm peak runoff discharge rate.**

~~The design storm criteria to be used in calculations for the watershed is to limit the post-development runoff for the fifty-year storm to the two-year storm pre-development rates. Any stormwater detention facilities required by this chapter and subject to the water quality requirements and stormwater runoff peak rate requirements herein shall meet the applicable water quality and peak rate requirement for the two-, ten-, 50- and one-hundred-year return period runoff events (design storms) consistent with the standard and accepted calculation methodology and engineering standards and be satisfactory to the Township engineer.~~

SECTION 2.

The Code of the Township of Upper Providence, Chapter 150, Stormwater Management, Section 150-11.C.(1) is hereby amended to read as follows:

“C.(1) Any stormwater runoff calculation involving a project with 1.0 acre or greater of earth disturbance, including on- and off-site areas, that will require an NPDES Permit shall use an accepted calculation technique that is based on the NRCS soil cover complex method. For project with less than 1.0 acre of earth disturbance, the Rational Method with a minimum ascending limb factor of 3 and a minimum receding limb multiplier of 7, Universal Rational Method or other accepted similar method selected by the design professional that is based on the limitations and suitability of the method for a particular site. All stormwater runoff calculation methods are subject to authorization by the Township Engineer. All runoff hydrographs shall take into consideration the duration of the storm event to compute the runoff volume and routing.”

~~Any stormwater runoff calculation involving drainage areas greater than 20 acres, including on- and off-site areas, shall use a generally accepted calculation technique that is based on the NRCS soil~~

~~cover complex method. It is assumed that all methods will be selected by the design professional based on the individual limitations and suitability of each method for a particular site.~~

SECTION 3.

The Code of the Township of Upper Providence, Chapter 150, Stormwater Management, Section 150-11.C.(4), (5), (6), and (7) are hereby amended to read as follows:

“(4) All calculations using the rational method or derivation of the rational method shall use rainfall intensities consistent with appropriate times of concentration for overland flow and return periods from NRCS methodology as published in the N.O.A.A. Atlas 14. The time of concentration for sheet flow and shallow concentrated flow shall both be calculated using NRCS methodology. Times of concentration for channel and pipe flow shall be computed using Manning's equation or NRCS methodology. The predevelopment maximum flow length for sheet flow shall be 300 feet and the post development maximum flow length for sheet flow shall be 150 feet for disturbed area.”

~~All calculations using the rational method shall use rainfall intensities consistent with appropriate times of concentration for overland flow and return periods from NRCS methodology. Time of concentration for overland flow (maximum 300 feet) and concentrated flow shall both be calculated using NRCS methodology. Times of concentration for channel and pipe flow shall be computed using Manning's equation or NRCS methodology.~~

“(5) All calculations using the rational method or derivation of the rational method shall use the runoff coefficients for the soil hydrologic classification and slope in Runoff Coefficients for the Rational Equation table in the PADEP E and S Manual.”

~~“(5)“(6)~~ The design of any stormwater detention facilities intended to meet the performance standards of this chapter shall be verified by routing the design storm hydrograph through these facilities using accepted methods of practice. The Township Engineer may approve the use of any generally accepted reservoir routing technique, which shall use a total runoff volume that is consistent with the volume from a method that produces a full hydrograph. The computer routing program used must take into account the tail water effect of the discharge pipe on the orifice design as well as the submergence of the discharge pipe outlet.”

~~“(6)“(7)~~ Outlet structures for stormwater BMPs shall be designed to meet the performance standards of this chapter using any generally accepted hydraulic analysis technique or method approved by the Township Engineer.”

SECTION 4.

The Code of the Township of Upper Providence, Chapter 150, Stormwater Management, Section 150-11.D.(7) and (8) are hereby amended to read as follows:

“D.(7) The minimum top width of the detention basin berm shall be 10 feet. A cutoff trench (keyway) of relative impervious material shall be provided beneath all embankments requiring fill material. The keyway shall be a minimum eight feet wide, minimum three feet deep and have 1:1 side slopes. **Infiltration Basins and Rain Gardens berms with impoundment depths less than 3.0 feet maybe reduced to a minimum top width of 5.0 feet and are not required to have cut-off trench (keyway).**”

“D.(8) In order to ensure proper drainage on the basin bottom, a minimum grade of 2% shall be maintained for sheet flow. Where a 2% slope cannot be maintained, low flow channels at a minimum grade of 1% constructed of concrete or other materials approved by the Township Engineer, shall be constructed between all basin inlets and the basin outlet. **The bottom slope of detention facilities that are designed to also provide infiltration may be reduced to 0.0% provided that the proposed facility meets PADEP BMP design criteria.**”

SECTION 5.

The Code of the Township of Upper Providence, Chapter 150, Stormwater Management, Section 150-11.D.(11) is hereby amended to read as follows:

“D.(11) The minimum freeboard **from the spillway flow depth to the top of berm** shall be one foot.”

SECTION 6.

The Code of the Township of Upper Providence, Chapter 150, Stormwater Management, Section 150-12.B.(1) is hereby amended to read as follows:

“(2) Minimum pipe size shall be ~~18~~ **15** inches in diameter. All storm sewer piping located under a driveway or a street, whether public or private, shall be reinforced concrete pipe, unless otherwise approved by the Township Engineer. All other storm sewer piping shall be either reinforced concrete pipe or high-density polyethylene (HDPE), unless otherwise approved by the Township Engineer.”

SECTION 7. The Code of the Township of Upper Providence, Chapter 150, Stormwater Management, Section 150-13 is hereby amended to include the following:

“C. The required infiltration or water quality volume shall be calculated using PADEP NPDES Change in Runoff Volume for 2 Year Storm method. (PADEP’s modified SCS CN direct runoff calculation method).”

SECTION 8. The definitions of the following terms in the Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-8 are hereby amended and/or added to provide as follows:

“BUILDING COVERAGE – The aggregate of the maximum horizontal cross-section areas of all buildings on a lot, including sun parlors, foyers, porches and breezeways, but excluding projecting eaves, gutters, awnings, steps, unenclosed porches and structured parking garages.” ~~The maximum horizontal area covered by buildings at or above grade.~~

“DRIVEWAY – A private drive providing for vehicular and pedestrian access between a public street and a parking area, and/or a private drive which is located entirely within a single lot, or within the boundaries of multiple lots that are developed under single direction with multi-family and/or nonresidential uses.” ~~A private way providing for vehicular and pedestrian access between a public street and a parking area within a lot or property.~~

“PLAN, TENTATIVE – A draft showing the proposed streets, driveways, lots or buildings related to topography, that is to be used as the basis for informal discussion between the representatives of the Planning Commission and the subdivider, developer or builder.”

“STEEP SLOPE – Those areas having naturally-occurring slopes of 15% or greater as defined in The Code of the Township of Upper Providence, Chapter 182, Zoning, Article XVIII. This term shall not include areas having man-made slopes.”

“STREET – A right-of-way, publicly or privately owned, ~~which is not a driveway and which serves~~ serving primarily as a means of vehicular and pedestrian travel and furnishing access to abutting properties, and which may also be used to provide space for sewers, public utilities, shade trees, bike lanes, trails, and sidewalks. The term “street” includes the words “road,” “roadway,” “highway,” “thoroughfare,” “alley,” and “way.””

“STRUCTURED PARKING GARAGE – A ramp or elevator access, open-air structure specifically designed to accommodate vehicle parking.”

SECTION 9. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-11.E is hereby amended to provide as follows:

“11.E. Significant topographical and physical features, such as soil type boundaries, wetland areas, streams (waterways), ponds and other surface waters, mapped or regulated floodplains, steep slopes, woodlands and existing structures.”

SECTION 10. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-11.H is hereby amended to provide as follows:

“11.H Topography of the subject tract following the requirements contained in § 154-12C(4) herein. The use of PASDA LiDRA topographic contours is acceptable for the sketch plan submission only.”

SECTION 11. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-12.C is hereby amended to provide as follows:

“12.C. Existing and proposed features.

(1) Topographic mapping; control monuments.

a. All applicants for land development or subdivision within the Township shall be provide topographic mapping of the site by field survey or aerial mapping methods.

~~All applicants for land development or subdivision within the Township shall be required to utilize topographic mapping provided to them, at a reasonable cost, by the Township. The required fees shall be in accordance with the latest "Mapping Fee Schedule" as adopted by resolution by the Board of Supervisors. It shall be understood that this mapping will not be resold by the purchaser.~~

b. Mapping methods shall be to National Map Accuracy Standards at a mapping scale of not less one-inch

equals 50 feet, with but not limited to: two-foot contour intervals, high points, low points, and other critical drainage points, etc. Mapping to depict significant topographic features such as but not limited to: roadways, buildings, driveways, walks, parking areas, manholes and inlets; above ground features, contours and parcel boundary(ies) were plotted as accurately as conditions permitted. Boundary information will not be included. All mapping is to be on Pennsylvania State Plane coordinates, (NAD 1983 (1992)), with elevations based on NAVD 1988 (as updated by USGS).

~~Said mapping was produced using digital photogrammetric methods and conforms to National Map Accuracy Standards at a scale of one inch equals 50 feet, with two-foot contour intervals. Mapping depicts significant topographic features such as roadways, buildings, driveways, walks, parking areas, manholes and inlets; contours were plotted as accurately as conditions permitted. Boundary information will not be included. All mapping is referenced to Pennsylvania State plan grid coordinates, NAD 1983 (1992), with elevations based on NAVD 1988. Mapping was flown in February and March 2002.~~

~~e. Control monuments, in visible pairs, have been set at 25 locations (pairs) throughout the Township. Specific control information is available from the Township Engineer.~~

- (2) Within 100 feet of any part of the land being subdivided or developed, the plan shall show the location, names, widths (both cartway and right-of-way) and surface conditions of all existing roads, as well as the location of watercourses, bodies of water, floodplains, wetlands, steep slopes, sanitary and storm sewers, on-lot sewage systems and wells, utilities above and below ground and any other man-made or natural features having an impact on the ability of the applicant to subdivide the land in question and areas subject to deed restrictions. **A detail mapping of these features within fifty feet of the site is required. An aerial photo may be used to show these feature as required beyond fifty-feet from the site.”**

SECTION 12.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-15.B is hereby amended to provide as follows:

- B. The applicant shall submit not less than **six (6) ~~15~~** copies of each plan to the Township Manager. **All plan submissions must include an electronic copy of all submission documents in a commonly used format.**

SECTION 13.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-15.C is hereby amended to provide as follows:

- C. Each plan, whether tentative, preliminary or final, shall be filed one at a time; no subsequent plans shall be filed until a decision on the preceding plan has been reached, **unless otherwise approved by the Township Zoning Officer.**

SECTION 14.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-15.F is hereby amended to provide as follows:

- F. The applicant or his agent shall be required to appear in person at the Township Building in order to make application for approval of a plan and file plans therewith, **or plans, reports, and applications may be submitted via a parcel delivery service, verification of delivery is solely the responsibility of the applicant or their agent.**

SECTION 15.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-15.J. is hereby amended to provide as follows:

[Note: subsections (8) – (10) shall remain as currently enacted]

- J. Schedule of plan processing steps.
 - (1) Applications for subdivision or land development, accompanied by **six (6) ~~15~~** copies of the proposed plan, shall be received at the Township Building by the Township Manager. **All plan submissions must include an electronic copy of all submission documents in a commonly used format.**
 - (2) The date shall be stamped on each copy of the plan, and ~~two~~ fees shall be received:
 - (a) The Township filing fee.
 - (b) **The Township Escrow fee, or in the case of an existing escrow account the amount to bring the escrow account to the amount required by the current Township Fee Schedule. ~~The~~**

~~Montgomery County Planning Commission Act 247 review fee.~~

- (c) **The Act 247 Fee levied by Montgomery County Planning Commission (MCPC) may be paid to the Township or the applicant or their agent may wait to be billed by MCPC per their current policy and procedure.**
- (3) A cursory examination of the plan will be conducted to ensure basic compliance with the plan submission requirements of this article. **Applicants will be notified of not meeting plan submission requirements or the official date of acceptance and application of the Municipalities Planning Code deadlines within five-business days by the Township Zoning Officer in writing.**
- (4) The Township Manager, **or their designee**, shall distribute physical copies **or electronic copies of all submitted material** ~~the plan~~ to the following persons, agencies or groups:
- (a) The Montgomery County Planning Commission.
 - (b) The Township Engineer.
 - (c) The Township Traffic Engineer ~~Park and Recreation Committee.~~
 - (d) **Spring-Ford School District** ~~The Township Sewer Authority Secretary.~~
 - (e) The Board of Supervisors. ~~(three copies)~~
 - (f) The Township Staff as determined appropriate ~~Manager.~~
 - (g) The Township Planning Commission ~~(five copies).~~
 - (h) The Township Fire **Marshal or their designee.** ~~Commission.~~
 - (i) The Zoning Officer.
- (5) The application for approval of a subdivision or land development plan shall be placed on **a future** ~~the next meeting~~ agenda of the Township Planning Commission **and heard within a time outlined by subsection (7).**
- (6) Recommendations of the Montgomery County Planning Commission, the Township Planning Commission, the Township Engineer and others shall be submitted to the **Zoning Officer/Director of Planning Board** ~~of Supervisors~~ as soon as feasible ~~by the no later than 30 days from the date stamped on the plan.~~

- (7) **All plans shall be acted upon within 90 days. The 90 day period shall begin to run on the date of the first regularly scheduled Planning Commission meeting occurring after the plan is filed, unless that meeting is more than 30 days after the plan is filed, in which case the plan shall be decided upon within 120 days of the filing of the plan.**

~~The Board of Supervisors shall act on the plan not later than 90 days following the date of the regular meeting of the Planning Commission next following the date the application is filed (the date stamped on the plan), provided that, should said next regular meeting occur more than 30 days following the filing of the application, said ninety day period shall be measured from the 30th day following the day the application has been filed. The decision of the Board shall be in writing and shall be communicated to the applicant personally or mailed to him at his last known address not later than 15 days following the decision. The following optional consequences shall result from action by the Board:~~

- (a) If the Board approves the plan, the Township Manager will so certify thereon and two copies of the approved plan will be forwarded to the applicant. The applicant would then resubmit four copies of the approved plan, one paper copy and three linen copies for seal and signatures.
- (b) The Township may elect to grant approval of a plat, whether preliminary or final, subject to conditions acceptable to the applicant. If such conditional approval is given by the Township, the applicant shall be required to accept or reject the conditions by giving written notice of the applicant's acceptance or rejection within 10 days after notice of the Township's conditional approval has been communicated to the applicant personally or mailed to him at his last known address. Any such conditional approval shall be rescinded automatically upon the applicant's failure to accept or reject the conditions within such ten-day period.
- (c) If the Board disapproves the plan, the Township Manager will notify the applicant, in writing, of the defects in the application, will describe the requirements which have not been met and shall cite the provisions of state law or Township ordinance relied upon.

SECTION 16. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-18.B(4)(d) is hereby amended to provide as follows:

“(d) Street intersections. ~~The grade within 50 feet of any side of an intersection or the outer perimeter of a cul-de-sac shall not exceed 3%. The grade will be measured along the curbline of the street~~ **The grade within of any street which intersects a through street shall not exceed 4% within 50 feet of the intersection with such through street. The grade of the outer perimeters of a cul-de-sac shall not exceed 4%. The grade will be measured along the curbline of the street.**”

SECTION 17. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Sections 154-18.G(4) and (7) are hereby amended to provide as follows:

“(4) ~~Primary thoroughfare.~~ Wherever practicable, intersections with collector roads shall be kept to a minimum and shall be located at least 800 feet apart.”

“(7) Approach grades. The approaches of an intersecting street **to a through street** shall not exceed 4% for a distance of 50 feet, measured from the nearest pavement edge of the intersecting street, **but in no instance not conform to the design grading requirements in Title 67, Chapter 441.8 for any driveway to a public roadway. Furthermore, the critical length of grade for the gradeability of trucks shall be designed in accordance with the PennDOT Design Manual, Chapter 2 and the AASHTO Greenbook design guidelines.**”

SECTION 18. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Sections 154-19.A(2), (5) and (9) are hereby amended to provide as follows:

“(2) Intersections. Driveways shall be located not less than 40 feet from the street intersection, **as measured from the curbline.** Driveways shall provide access to the street of a lesser classification when there are streets of different classes involved.”

“(5) All driveways shall be located, designed, and constructed in such a manner as not to interfere or be inconsistent with the design, maintenance, and drainage of a ~~street highway~~. **Additionally, multi-family residential and nonresidential driveway**

intersections with streets shall be considered streets and must meet the intersection requirements as stipulated herein.”

“(9) The Board of Supervisors shall have the authority to approve driveways **which are intended to serve more than one lot, as well as driveways for multi-family and/or nonresidential uses where the driveway essentially serves as a private street** ~~intended for the use of two or more families, apartment developments and commercial and industrial projects where usage by the occupants constitutes essentially a private street. Driveways constituting private streets are those accessways used by two or more families daily or 10 or more workers daily for vehicular circulation.~~ Driveways which serve as private streets shall not be dedicated to the township, nor does the township assume any responsibility for their maintenance.”

SECTION 19. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-19.A(4) is hereby repealed in its entirety and subsequent subsections are re-numbered as needed.

SECTION 20. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Sections 154-20.D and H are hereby amended to provide as follows:

“D. No less than 20 feet of open space shall be provided between the curblines of any parking area and the outside wall of a single-family detached dwelling. **No less than 15 feet of open space shall be provided between the curblines of any parking area and the outside wall of a single-family attached dwelling. No less than 10 feet of open space shall be provided between the curblines of any parking area and the outside wall of a multi-family dwelling.**”

“H. **Curblines for landscape parking islands shall have no less than a 4.5-foot radius of curvature. All other parking area curblines shall have no less than a five-foot radius of curvature.**” ~~No less than a five-foot radius of curvature shall be permitted for all curblines in all parking areas.~~

SECTION 21. The regulations for 90-degree parking in the Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Sections 154-20.I are hereby amended to provide as follows:

“Angle of Parking	Parking Stall		Aisle Width	
	Depth	Width	1-Way	2-Way
	(feet)	(feet)	(feet)	(feet)

SECTION 22.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-21.B is hereby amended to provide as follows:

“B. Design standards.

- (1) Sidewalks **within a public or private street right-of-way** shall be a minimum of **five** ~~four~~ feet wide or as shown on the approved plan. A greater width may be required in areas in which apartments or business buildings are located or deemed necessary at the discretion of Board of Supervisors.
- (2) Location. On public streets, sidewalks shall be located behind the curb line a minimum distance of 4 ~~½~~ feet for residential roads and ~~five~~ 4 ½ feet for all other roads. The grade of the sidewalk shall be continuous across driveways except in certain cases where heavy traffic volume dictates special treatment.
- (3) **Site walkways shall be Americans with Disabilities Act (ADA), Architectural Barriers Act (ABA) and International Building Code compliant.”**

SECTION 23.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-21.F is hereby amended to provide as follows:

“F. Trail construction methods. ~~All trail construction must conform to the Upper Providence Township Engineering and Construction Standards and Improvement Procedures, latest edition. [Added 8-1-2011 by Ord. No. 157].~~

- (1) Trails shall be a minimum of eight feet wide, and may be required to be a minimum of ten feet wide for more heavily trafficked, two-directional, and multi-use trail.
- (2) Trail construction must conform to the Upper Providence Township Engineering and Construction Standards and Improvement Procedures, latest edition.
- (3) Trails shall be designed in accordance with U.S. Access Board recommendations and guidelines.”

SECTION 24. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-22.B is hereby amended to provide as follows:

“B. Belgian block curbing. **Notwithstanding the provisions of subsection A above, Belgian block curbing is permitted to be installed along the sides of any private street or driveway.** Such curbs ~~Belgian block curbing is allowed only by waiver from the Board of Supervisors and~~ shall be designed and constructed according to the Upper Providence Township Engineering and Construction Standards and Improvements Procedures, latest edition.”

SECTION 25. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-22 is hereby amended to add the following subsection:

“E. **Modification to Standards. Notwithstanding any other provision of this Chapter, the reveal for all curbs and/or curb gutters in any parking lot shall be at least 6”.**”

SECTION 26. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-28.B.1 is hereby amended to read as follows:

“(1) **The setback and proximity restrictions for all existing and proposed fuel and/or flammable liquid or gas easements or rights-of-way shall be as specified by the owner/user (grantee) of the easement or right-of-way and shall not less than 40 feet. The setback for other utilities shall be a minimum of 20 feet from the utility line. The total required setback from a parcel boundary shall not be less than that required by the applicable zoning district.**”

~~The setback shall be 40 feet from all existing and proposed fuel easements or rights of way and 20 feet for all other utilities. The total setback shall not be less than that required by the applicable zoning district. The setback shall be 40 feet for existing and proposed fuel lines and 20 feet for all other utilities. The total setback shall not be less than that required by the applicable zoning district.~~

SECTION 27. The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-36.C(4) is hereby removed in its entirety.

SECTION 28.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-36.F(1) is hereby amended to read as follows:

“(1) Any landscaping shall be so designed in and adjacent to the stormwater facility, **including but not limited to detention basins and rain gardens**, so that it shall not have a negative effect on the hydrological function of the facility”.

SECTION 29.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-36.F(4) is hereby amended to read as follows:

“(4) Basin floors that are ~~wet dry~~ most of the year shall be landscaped in one or a combination of the following:”.

SECTION 30.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-40.C is hereby amended to read as follows:

“C. **All streetlights, where required by the Upper Providence Board of Supervisors, shall have an LED lighting source (pole mounted) which provides lighting in accordance with current recommended IESNA standards for streetlights. All lighting and accessory equipment shall be standard equipment as approved by the Township Lighting Consultant or variations as approved by the Township Board of Supervisors.**”.

~~All streetlights, where required by Supervisors, shall have a high-pressure sodium vapor lighting source (pole mounted) which supplies a minimum maintained average footcandle (fc) level of 0.30 fc. All lighting and accessory equipment shall be standard equipment as approved by the Township Lighting Consultant or variations as approved by the Township Board of Supervisors.~~

SECTION 31.

The Code of the Township of Upper Providence, Chapter 154, Subdivision and Land Development, Section 154-40.G is hereby amended to read as follows:

“G. Unless stated herein or otherwise required by Supervisors, all lighting systems shall utilize **LED lighting sources** ~~high-intensity discharge sources~~. No floodlights permitted without written waiver from the Township. ~~Average minimum maintained footcandle levels shall be no less than 1.00 fc and no more than 3.00 fc.~~ The incident light spill-off at the development boundaries shall not exceed 0.10 fc at any point

along off-street areas and 0.30 along public roadways. **Lighting shall have intensities and uniformity ratios in accordance with the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as contained in the most current editions of the following publications:**

- (1) IES The Lighting handbook**
- (2) IES RP-20 - Lighting for Parking Facilities**
- (3) IES RP-33 - Lighting for Exterior Environments**
- (4) IES G-1 – Guide for Security Lighting for People, Property and Critical Infrastructure**

SECTION 32. The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-14, Projections into required yards, is hereby amended and/or added to provide as follows:

Except where stricter requirements apply, an accessory building may be erected within side or rear yards, provided that it is located at least as far back from the street line as the foremost portion of the principal building and provided, further, that the minimum distance between the building and side and/or rear lot line is five feet. **When an accessory building is located on a corner lot the accessory building may be placed in a yard defined as the front yard for a corner lot, (defined in § 182-5.1 herein), as long as that yard is not the front yard in which the primary structure predominantly faces. Any ambiguity regarding the yard area that the primary structure predominantly faces shall be determined by the Zoning Officer.**

SECTION 33. The definitions of the following terms in the Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-24 are hereby amended and/or added to provide as follows:

“BUILDING COVERAGE – The aggregate of the maximum horizontal cross-section areas of all buildings on a lot, including sun parlors, foyers, porches and breezeways, but excluding projecting eaves, gutters, awnings, steps, unenclosed porches and structured parking garages.” ~~The maximum horizontal area covered by buildings at or above grade.~~

“DEVELOPABLE ACREAGE – That portion of a tract excluding land within existing rights-of-way of public roads and utility lines, all floodplains as defined herein and all **naturally-occurring steep slopes in excess of 15% as defined in Article XVIII of this Chapter. This definition shall be used in calculating the maximum number of dwelling units permitted in certain residential districts where so specified.**

DRIVEWAY – A private drive providing for vehicular and pedestrian access between a public street and a parking area, or which is located entirely within a single lot, or within the boundaries of multiple lots that are developed under single direction with multi-family and/or nonresidential uses.

IMPERVIOUS COVERAGE – The aggregate of the maximum horizontal cross-section areas of all impervious surfaces on a lot.

IMPERVIOUS SURFACE – A surface that prevents the infiltration of water into the ground. Impervious surface includes, but is not limited to, any roof, parking or driveway areas and any new streets and sidewalks. Any surface areas designed to initially be gravel or crushed stone shall be assumed to be impervious surfaces.

LOT COVERAGE (BUILDING COVERAGE) -- The aggregate of the maximum horizontal cross-section areas of all buildings on a lot, including sun parlors, foyers, porches and breezeways, but excluding projecting eaves, gutters, awnings, steps, unenclosed porches **and structured parking garages.**

STEEP SLOPE – Those areas having naturally-occurring slopes of 15% or greater as defined in Article XVIII of this Chapter. **This term shall not include areas having man-made slopes.**

STREET – A right-of-way, publicly or privately owned, ~~servicing primarily as a~~ which is not a driveway and which serves primarily as a means of vehicular and pedestrian travel and furnishing access to abutting properties, and which may also be used to provide space for sewers, public utilities, shade trees, bike lanes, trails, and sidewalks. The term “street” includes the words “road,” “roadway,” “highway,” “thoroughfare,” “alley,” and “way.”

~~A right of way, or portion thereof, intended for general public use to provide means of approach for vehicles and pedestrians. The word “street” includes the words “road,” “highway,” “thoroughfare,” and “way.”~~

STRUCTURED PARKING GARAGE – A ramp or elevator access open-air structure specifically designed to accommodate vehicle parking.”

SECTION 34.

The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-7.A is hereby amended to read as follows:

A. When the boundary of a zoning district is established by a right-of-way, road, highway or alley, the zoning district shall be construed as extending to the center line of such right-of-way, road, highway or alley. When a right-of-way, road, highway or alley is contained wholly within a zoning district, then such right-of-way, road, highway or alley shall be construed as entirely within and part of that zoning district. Where the official map illustrates particular roadways in white or without showing a zoning district to the center of a roadway, this is only for ease of viewing, and when interpreting the map this provision shall be deemed controlling with respect to zoning district boundaries.

~~A. Boundaries indicated as approximately following the center line of streets, highways or alleys shall be construed to follow center lines.~~

SECTION 35.

The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-26.C.(1)(b)[1] is hereby amended to read as follows:

“[1] Confirmation of the soil type by any qualified agronomist or soil scientist **certified by the Pennsylvania Association of Professional Soil Scientists** ~~from the Soil Conservation Service, Department of Agriculture~~. In no case shall the soil limits be less than that determined by the one-hundred-year floodplain computations specified under Subsection C(1)(b)[2].”

SECTION 36.

The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-115 is hereby amended to add the following subsection:

“G. The manufacture and packaging of pharmaceuticals and healthcare products.”

SECTION 37.

The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-117 is hereby amended to add the following subsection:

“E. To calculate the percentage of a tract which must be dedicated to the creative development of passive and active landscaped open areas, the owner may include any lot or agglomeration of lots that it owns which would be adjacent to the subject property but for a public street or streets separating such lot(s) therefrom.”

SECTION 38.

The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-119 is hereby amended to add the following subsection:

“A. To calculate the maximum building coverage in this section, the owner may include any lot or agglomeration of lots that it

owns which would be adjacent to the subject property but for a public street or streets separating such lot(s) therefrom.”

SECTION 39. The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-119 is hereby amended to repeal, in its entirety, the following Minimum Parking Setback (feet):

“From parking areas (Buffer Type 4 required) 20”

SECTION 40. The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-129.A is hereby amended to read as follows:

“A. Those areas having **naturally-occurring** slopes of 15% or greater, as defined by a field-generated topographic survey using two-foot-interval contours and which have an elevation difference of at least six feet. **All areas having man-made slopes (including, without limitation, berms and earthen berms) are excluded from the SS – Steep Slope Conservation District. Classification of steep slope areas as “man-made slopes” or “naturally-occurring slopes” shall be the authority of the Township Engineer.”**

SECTION 41. The Code of the Township of Upper Providence, Chapter 182, Zoning, Sections 182-132.A and B are hereby amended to read as follows:

“A. **The Steep Slope Conservation District shall not apply to lands having a slope of less than 15%, as defined herein, nor shall it apply to any land having a man-made slope .** ~~On those lands having a slope of less than 15% as defined herein, the Steep Slope Conservation District shall not apply.~~ However, the use and development of land in such areas shall still be governed by the standards of the underlying zoning district(s) and the minimum acreage requirements of Chapter 102, Erosion Control, of the Clean Streams Law, P.L. 1987, and any subsequent amendments thereto.^[1]

B. **The Steep Slope Conservation District shall apply to lands having a naturally-occurring slope of 15% or more** ~~On those lands having a slope of 15% or more, as defined herein, the Steep Slope Conservation District shall apply~~ and only those uses permitted in §§ 182-133 and 182-134 of this Article shall be permitted. Furthermore, all applications for development on said areas as permitted in § 182-134 of this Article shall be accompanied by an erosion and sedimentation control plan, notwithstanding the minimum acreage requirements of Chapter 102, Erosion Control, of the Clean Streams Law, P.L. 1987, and any subsequent amendments thereto. The plan shall comply with

the erosion and sediment control practices set forth by the Pennsylvania Department of Environmental Protection, as well as other recognized conservation practices.”

SECTION 42. The Code of the Township of Upper Providence, Chapter 182, Zoning, Section 182-68.C.(2) is hereby amended to read as follows:

“(2) Slopes of 15% or greater, **using the calculation for slope found in §182-129 herein as defined by Article XV.**”

SECTION 43. Amendment to the Zoning Map of Upper Providence Township: The Upper Providence Zoning Map, shown as Attachment “A” hereto and dated _____ is amended to correct clerical errors that include but not limited to: missing road names and labels, typographic errors, amended notes, and graphical changes that do not impact or change the zoning designation for any parcel within Upper Providence Township.

SECTION 44. 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 45. Severability. In the event that any section, sentence, clause, phrase or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining provisions of this Ordinance.

SECTION 46. Effective date. This amendment shall become effective five (5) days after its adoption.

ENACTED AND ORDAINED this _____ day of _____, A.D., 2020

ATTEST:

UPPER PROVIDENCE TOWNSHIP
BOARD OF SUPERVISORS

Timothy Tieperman
Township Manager

By: _____
Helene Calci
Chairman

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

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SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

Geoffrey Grace
Upper Providence Township
Planning and Zoning Department
1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456

Dear Mr. Grace-

Please find included with this letter a sign permit application to install two signs on the recently preserved Fran and Ann Duhovis farm. This is something that Montgomery County does on all of its preserved farms – because these owners are proud of their farms and deservedly so.

I request that the Board of Supervisors waive its fee for the sign permit application, in the spirit of cooperation and because I hope that the township is also proud of its preserved farms. I don't get the opportunity to help preserve much land in Upper Providence Township, but the Duhovis family has a lovely farm and is anxious to move forward with the sign installation.

Sincerely,

Anne Leavitt-Gruberger
Interim Section Chief of County Planning
aleavitt@montcopa.org // 610.278.3727