

BOROUGH OF TRAPPE
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 425

**AN ORDINANCE OF TRAPPE BOROUGH
AUTHORIZING THE EXECUTION OF AN
INTERMUNICIPAL AGREEMENT FOR WATER
WITH UPPER PROVIDENCE TOWNSHIP**

RECITALS

A. The General Local Government Code, 53 P.S. § 101, et seq. (the “Code”), through the Intergovernmental Cooperation Act, authorizes municipalities to cooperate with other municipalities in providing governmental functions, including providing water services.

B. Upon request, Council for the Borough of Trappe (“Borough”) desires to have Collegeville Borough and Trappe Borough, through the Collegeville-Trappe Joint Public Works, to provide water services to a certain section of Upper Providence Township.

C. The Code requires the passage of an ordinance to effectuate intergovernmental cooperation agreements.

D. Council for the Borough, after due consideration of the proposed ordinance at a duly advertised public meeting, has determined that the health, safety and general welfare of the citizens and residents of the Borough will be served by the passing of the within ordinance.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by Council of Trappe Borough, Montgomery County, Pennsylvania, and it is hereby enacted and ordained by the authority of same as follows:

§1. Recitals.

The recitals are incorporated herein as if set forth in extenso.

§2. Intergovernmental Cooperation Act Requirements.

A. The terms and conditions of the water services to be delegated are detailed in that agreement titled, “Intermunicipal Agreement” which is attached hereto and made a part hereof as Exhibit “A”.

B. The term of the Agreement is perpetual unless terminated by the parties.

- C. The purpose and objective of the agreement are detailed in Exhibit "A".
- D. All financial terms are detailed in the agreement.
- E. The organizational structure for the implementation of the agreement is detailed in Exhibit "A".
- F. The manner in which real or personal property is to be transferred is detailed in Exhibit "A".
- G. No entities have been formed by this ordinance or the agreement, but the existing entities have the power to enter into group insurance and employee benefit contracts.

§3. Authorization.

Council hereby authorizes the execution of an agreement titled "Intermunicipal Agreement" with Collegeville Borough, Collegeville-Trappe Joint Public Works and Upper Providence Township and delegates those responsibilities detailed in the agreement. Council further authorizes the execution of any other documents or agreements needed to effectuate the Intermunicipal Agreement. A copy of the agreement will be on file at the Borough offices upon the full execution thereof.

§4. Repealer.

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed, it being understood and intended that all ordinances, such as are not otherwise specifically in conflict or inconsistent with this ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

§5. Severability.

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

§6. Failure to Enforce Not a Waiver.

The failure of the Borough to enforce any provision of this ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

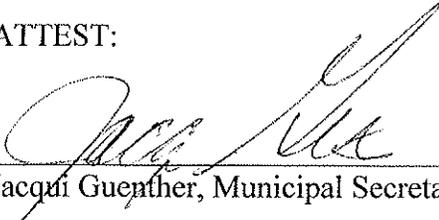
§7. Effective Date.

This ordinance shall take effect immediately after its passage.

§8. Enactment.

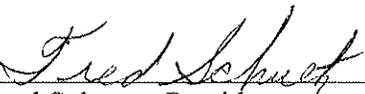
Under the authority conferred by the Borough Code and other relevant statutory law, the Council for Trappe Borough does hereby enact and ordain this ordinance this 30th day of December, 2013.

ATTEST:



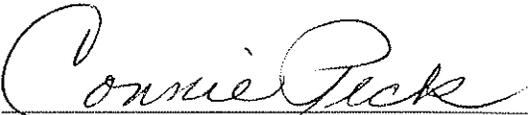
Jacquie Guenther, Municipal Secretary

TRAPPE BOROUGH COUNCIL

BY: 

Fred Schuetz, President

APPROVED this 30th day of December, 2013



Connie Peck, Mayor

EXHIBIT “A”

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013, among **COLLEGEVILLE BOROUGH** (“Collegeville”), **TRAPPE BOROUGH** (“Trappe”), **COLLEGEVILLE-TRAPPE JOINT PUBLIC WORKS** (“CTJPW”) and **UPPER PROVIDENCE TOWNSHIP** (“Upper Providence”). Collegeville, Trappe and CTJPW are collectively referred to as the “Water Provider”.

Recitals

A. Collegeville is a political subdivision of the Commonwealth of Pennsylvania organized and existing under the Borough Code, as amended and supplemented.

B. Trappe is a political subdivision of the Commonwealth of Pennsylvania organized and existing under the Borough Code, as amended and supplemented.

C. CTJPW (Water Provider) is a joint committee formed by Collegeville and Trappe for the purpose, among others, of operating a jointly owned public water system.

D. Upper Providence is a political subdivision of the Commonwealth of Pennsylvania organized and existing under the Second Class Township Code, as amended and supplemented.

E. Collegeville and Trappe jointly own certain water facilities, including pumping plants, wells, towers, transmission mains and other related appurtenances (“Water System”) in order to provide water service to Collegeville and Trappe.

F. CTJPW operates the Water System pursuant to agreements dated November, 1935 and September 2, 1964, and bylaws dated April 3, 1996.

G. Upper Providence previously requested the Water Provider to provide service to sixteen (16) properties located within Upper Providence along Betcher Road.

H. The parties did not formalize the terms within which water service would be provided to Upper Providence.

I. The parties desire to set forth their understanding pertaining to the provision of water service to Upper Providence.

NOW, THEREFORE, in consideration of the events and information set forth in the recitals above, which recitals are incorporated in the body of this Agreement and made a part of it, and consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Water Provider agrees to continue to provide water service to those properties in Upper Providence Township being identified as 143 Linfield- Trappe Road, 153 Linfield- Trappe Road, 1502 Main Street, 490 Boro Line Road, 594 Boro Line Road, 598 Boro Line Road, 602 Boro Line Road, 606 Boro Line Road, 610 Boro Line Road, 614 Boro Line Road, 1765 S. Collegeville Road, 1844 S. Collegeville Road, 1850 S. Collegeville Road, 1856 S. Collegeville Road and 1860 S. Collegeville Road ("Service Area"). The parties agree that such service area may be expanded provided that such expansion complies with the terms of this Agreement and all applicable laws however, the Water Provider shall not be obligated to expand the Service Area.

2. All water delivered by the Water Provider shall meet all Pennsylvania Department of Environmental Protection and Federal drinking water standards. Water will be delivered at the available pressure which may vary from time to time.

3. The costs of any future extension of the Water System into Upper Providence shall be borne solely by Upper Providence and such facilities shall be owned and maintained by Upper Providence.

4. Upper Providence hereby accepts transfer from the Water Provider of the existing lines and other equipment presently owned by the Water Provider that are part of the Water System and located in Upper Providence.

5. The Water Provider will issue one bill for all charges on a quarterly basis in accordance with Exhibit "A", the current rate schedule, or the rate schedule in effect at the time of the billings. This bill will be calculated based on the reading of the individual meters of those properties in the Service Area.

6. The Water Provider agrees to give Upper Providence written notice thirty (30) days in advance of the effective date of any change in the rate schedule.

7. Upper Providence will issue and collect all bills for customers in Upper Providence and will remit payment to CTJPW in accordance with Exhibit "A" or the rate schedule in effect at the time of the billing before the due date of said billings. Nothing in this agreement shall prevent Upper Providence from setting its own separate rate schedule to bill customers in Upper Providence. If so desired by Upper Providence, the Water Provider will provide any and all ancillary services including but not limited to billing services, repair services, maintenance services, meter reading, and collection services that would otherwise need to be performed by Upper Providence under the terms of this Agreement. The Water Provider further agrees that charges for such services shall be included as part of the rate schedule adopted by the Water Provider and that rate schedules shall be the same for all users, whether they are located within Collegeville, Trappe or elsewhere.

8. Upper Providence agrees to maintain in good order and to repair or to replace when necessary, all transmission mains and connections in Upper Providence up to the point where said lines enter the Water Supplier's Water System.

9. Upper Providence agrees to comply with all rules and regulations currently in place, or subsequently adopted, by the CTJPW and all ordinances adopted by Collegeville and Trappe, related to the operation and maintenance of the Water System.

10. This Agreement shall be binding on the parties hereto, and the successors and assigns of each of them and shall continue in full force and effect until such time as the parties elect to terminate this Agreement.

11. This Agreement shall terminate if the Water System is transferred in any way to the Collegeville-Trappe Municipal Authority.

12. Upper Providence reserves the right to terminate the Intermunicipal Water Agreement provided the Township gives the other parties hereto a minimum of ninety (90) days advanced written notice of the Township's intent to terminate said agreement.

IN WITNESS WHEREOF, and in consideration of their mutual promises hereunder and intending to be legally bound hereby, the parties have duly executed this Agreement the day and year appearing at the beginning of this Agreement.

COLLEGEVILLE BOROUGH

Attest:

By: _____

TRAPPE BOROUGH

Attest:

By: _____

COLLEGEVILLE-TRAPPE JOINT PUBLIC WORKS

Attest:

By: _____

UPPER PROVIDENCE TOWNSHIP

Attest:

By: _____

EXHIBIT "A"

BEFORE THE BOROUGH COUNCIL OF THE
BOROUGH OF TRAPPE, MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION NO. 2013-02

A RESOLUTION TO AMEND WATER RATES

WHEREAS, Trappe Borough Code Section 326-5 provides that the Borough Council of the Borough of Trappe may, by Resolution, amend water rates; and

WHEREAS, the Collegeville Trappe Joint Public Works Committee has recommended that water rates be increased from \$3.10 per thousand gallons to \$3.25 per thousand gallons beginning January 1, 2013; and

WHEREAS, by motion on December 27, 2012, Borough Council of the Borough of Trappe approved the rate increase as recommended by the Collegeville Trappe Joint Public Works Committee effective January 1, 2013; and

WHEREAS, the Borough Council of the Borough of Trappe, by this Resolution, provides the amended rate schedule pursuant to the amended water rates;

NOW THEREFORE IT IS HEREBY RESOLVED that that the water rates for supplying water in the Borough of Trappe effective January 1, 2013 are changed and amended pursuant to the motion of Borough Council approved on December 27, 2012 to read as follows:

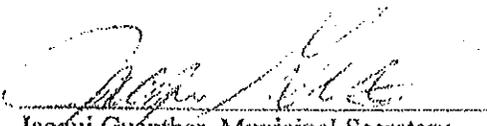
<u>Meter Size</u>	<u>Gallon Allowance</u>	<u>Minimum Per Quarter</u>	<u>Rate Per M Gallons</u>
5/8"	5,000	\$ 16.25	\$3.25
over	5,000		\$3.25
3/4"	7,000	\$ 22.75	\$3.25
over	7,000		\$3.25
1"	13,000	\$ 42.25	\$3.25
over	13,000		\$3.25

1 ½"	26,000	\$ 84.50	\$3.25
over	26,000		\$3.25
2"	39,000	\$ 126.75	\$3.25
over	39,000		\$3.25
3"	78,000	\$ 253.50	\$3.25
over	78,000		\$3.25
4"	156,000	\$ 507.00	\$3.25
over	156,000		\$3.25
6"	312,000	\$1,014.00	\$3.25
over	312,000		\$3.25
8"	1,000,000	\$3,250.00	\$3.25
over	1,000,000		\$3.25

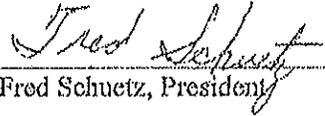
RESOLVED THIS 5th day of February, 2013, by the Borough Council of the Borough of Trappe, Montgomery County, Pennsylvania.

ATTEST:

BOROUGH COUNCIL, BOROUGH OF TRAPPE


 Jacquie Guenther, Municipal Secretary

By:


 Fred Schuetz, President

**COLLEGEVILLE BOROUGH
BOROUGH COUNCIL**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2013-02

**A RESOLUTION ESTABLISHING THE RATES FOR SUPPLY OF WATER FOR
THE CALENDAR YEAR 2013 AND THEREAFTER UNTIL REESTABLISHED BY
SUBSEQUENT RESOLUTION OF BOROUGH COUNCIL.**

WHEREAS, Section 11-2004(a) of the Code of Ordinances of the Borough of Collegeville permits the rates of supplying of water to be established by resolution of Borough Council from time to time as deemed necessary or desirable by Borough Council; and

WHEREAS, the Collegeville-Trappe Joint Public Works Committee has recommended and requested an increase in water supply rates in order to adequately maintain the water sources and water supply infrastructure for the boroughs of Collegeville and Trappe; and

WHEREAS, Borough Council deems it necessary and/or desirable to increase water rates upon the recommendation and request of the Collegeville-Trappe Joint Public Works Committee in order to adequately maintain the water sources and water supply infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Collegeville that the water supply rates for calendar year 2013 and thereafter, until reestablished by subsequent Resolution of Borough Council are hereby set forth as follows:

<u>Meter Size</u>	<u>Gallonge Allowance</u>	<u>Minimum Per Quarter</u>	<u>Rate Per M Gallon</u>
5/8"	5,000	\$16.25	\$3.25
over	5,000		\$3.25
3/4"	7,000	\$22.75	\$3.25
over	7,000		\$3.25
1.0"	13,000	\$42.25	\$3.25
over	13,000		\$3.25

1 1/2"		26,000	\$84.50	\$3.25
	over	26,000		\$3.25
2"		39,000	\$126.75	\$3.25
	over	39,000		\$3.25
3"		78,000	\$253.50	\$3.25
	over	78,000		\$3.25
4"		156,000	\$507.00	\$3.25
	over	156,000		\$3.25
6"		312,000	\$1,014.00	\$3.25
	over	312,000		\$3.25
8"		1,000,000	\$3,250.00	\$3.25
	over	1,000,000		\$3.25

AND, BE IT FURTHER RESOLVED, that the above water supply rates shall be effective retroactively beginning January 1, 2013.

ADOPTED by the Borough Council of the Borough of Collegeville this 6TH day of FEB, 2013.

BOROUGH OF COLLEGEVILLE

By: *Terrie Stagliano*
Terrie Stagliano, President

Attest: *Geoffrey Thompson*
Geoffrey Thompson, Secretary/Manager

APPROVED BY THE MAYOR
of the Borough of Collegeville, this
6th day of February, 2013.

Albert Stagliano
Albert Stagliano, Mayor