



UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS MEETING
AGENDA
JANUARY 3, 2022
7:00 p.m.

LOCATION: Township Building
140 Pottstown Pike, Chester Springs PA 19425

Masks or face coverings are required.

I. CALL TO ORDER

- A. Salute to the Flag
- B. Moment of Silence
- C. Inquire If Any Attendee Plans to Audio or Video Record the Meeting

II. ADMINISTER OATH OF OFFICE:

Andrew Durkin, Township Supervisor
Jeffrey Smith, Township Tax Collector
Police Officers – Full-Time: Alexander Fleming, Greg Hines, Lyndsay Taylor

III. STRUBLE TRAIL CONDITIONAL USE HEARING ~ Continued / Postponed

The continuation date will be determined and announced.

IV. ORGANIZATION:

- A. Elect Board of Supervisors' Chair and Vice-Chair
- B. Appoint Staff, Consultants, Solicitors
- C. Appoint Boards and Commissions Members
- D. Recognize Elected Auditors
- E. Establish Bond Amounts
- F. Establish Depositories of Township Funds
- G. Establish Supervisors' Meeting Schedule
- H. Establish Voting Delegate for County & State Association Conventions

V. CALENDAR

January 4, 2022, 3:00 p.m. Elected Auditors Annual Organization Meeting
January 11, 2022 4:00 p.m. Board of Supervisors Workshop,
5:30 p.m. Alpha Phlyte Conditional Use Hearing / Decision
January 17, 2022 Martin Luther King, Jr. Day ~ Township Office is OPEN
January 18, 2022 (Tuesday) 6:30 p.m. Board of Supervisors Meeting followed by
100 Greenridge Road Conditional Use Hearing #2 at Pickering
Valley Elementary School

Yard Waste, Christmas Tree Collection Dates: January 5, 19, February 2, 16, 2022
Do not use plastic bags as these materials are composted. Place materials curbside the night before to
guarantee collection.

VI. OPEN SESSION

VII. ADJOURNMENT



UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: Board of Supervisors: Sandy D'Amico, Jenn Baxter, Andy Durkin
Township Manager: Tony Scheivert
Assistant Township Manager: Shanna Lodge

FROM: Gwen Jonik
Township Secretary

RE: January 3, 2022 Annual Organization Meeting

DATE: December 30, 2021

The Board is requested to consider taking the following actions at the January 3, 2022 Organization meeting, which begins at 7:00 p.m. and will be held in the Schoolhouse.

The 2021 Chairperson calls the meeting to order.

- a. Salute to Flag
- b. Moment of Silence
- c. Inquire If Any Attendee Plans to Audio or Video Record the Meeting

The next order of business will be the administration of Oaths of Office for Andy Durkin – Elected Township Supervisor, Jeff Smith – Elected Tax Collector, and full-time Police Officers Alex Fleming, Greg Hines, Lyndsay Taylor.

Announce the continuation (postponement) of the Chester County Struble Trail Extension conditional use hearing. The date is to be determined.

Organization of the Board for 2022.

1. 2021 Chairperson designates Tony Scheivert, Township Manager, to conduct the organization of the Board of Supervisors by requesting Nominations / Motion for 2022 Chairperson
2. Newly-elected Chairperson conducts election of 2022 Vice-Chairperson.

3. Chairperson may conduct reappointments via a single Motion**:

A. Township Manager	Tony Scheivert
B. Assistant Township Manager	Shanna Lodge
C. Township Secretary	Gwen Jonik
D. Right-To-Know (Open Records) Officer	Gwen Jonik
E. Right-To-Know Officer (Police)	Chief John DeMarco
F. Township Treasurer	Jill Bukata, C.P.A.
G. Zoning Officer	Anthony Campbell
H. Building Code Official	Rhys Lloyd
I. Township Engineer	Gilmore & Associates
J. Township Planner	Brandywine Conservancy
K. Township Traffic Engineer	McMahon Associates, Inc.
L. Township Wastewater Engineer	ARRO Consulting, Inc.
M. Township Municipal Authority Solicitor	Christopher Frantz, Esquire
N. Township Wastewater Facility Operator	Clean Water, Inc. – Brian Norris
O. Road Master	Michael Heckman, Director of Public Works
P. Township Fire Marshal	Richard Ruth
Q. Township Auditor	Barbacane, Thornton and Company
R. Township Solicitor	Buckley, Brion, McGuire & Morris, LLP
S. Township Solicitor-Alternate	Unruh, Turner, Burke, & Frees, P.C.
T. Township Solicitor-Labor	Eckert Seamans Cherin & Mellott, LLC
U. Zoning Hearing Board Solicitor	Craig Kalemjian, Esquire
V. Vacancy Board	William Quinn
W. Deputy Township Tax Collector	Jill Bukata, C.P.A., Township Treasurer
X. Police Department Liaison	

** All Consultants and Solicitors expressed interest in continuing to provide services to Upper Uwchlan Township in 2022 and requested consideration for reappointment.

The following Consultants/Solicitors increased their rates for 2022:

ARRO Consulting	\$1-\$4/hour across all positions
Andy Rau (Alternate Solicitor)	\$5/hour attorney's time (Unruh Turner Burke & Frees)

4.A. Commissions / Boards Re-Appointments:

The following members expressed interest in continuing to serve their respective Board/Commission.

Emergency Management Planning Commission (3 Year Term):

Jamie Goncharoff, Steve Hirsh, Cathy Tomlinson

Historic Commission (3 Year Term): *None*

Municipal Authority (5 Year Term): *Bill Quinn*

Park and Recreation (5 Year Term): *Lou Lanzalotto, Praveen Nadkarni*

Planning Commission (5 Year Term): *Jim Dewees*

Technology Advisory Board (3 Year Term): *Ric Bassler, Ilya Lehrman*

Zoning Hearing Board (3 Year Term): *Peter Egan*

4.B. Appoint the Chair for the Environmental Advisory Council (EAC), as stated in Ordinance #2021-01 establishing the EAC.

Neil Phillips is willing to Chair the EAC in 2022

4.C. Announce the following Vacancies:

- a. Historical Commission – 1
- b. Technology Advisory Board – 2
- c. Elected Auditors - 2

5. Recognize Board of Elected Auditors: (6 Year Term)

Vacancy term expires December 31, 2023
Vincent McVeigh term expires December 31, 2025
Vacancy term expires December 31, 2027

6. Establish the following Bond rates:

Treasurer's Bond.....	\$ 2,000,000
Township Manager's Bond.....	\$ 100,000
Tax Collector's Bond.....	\$ 225,000

7. Establish Depositories of Township's Funds:

- a. Fulton Bank
- b. Meridian Bank
- c. S & T Bank (formerly Downingtown National Bank)
- d. First Resource Bank – Certificate of Deposit
- e. Pennsylvania School District Liquid Asset Fund (PSDLAF)

8. Establish Board of Supervisors Meeting Schedule:

- a. Dates: 2nd Tuesdays 4:00 p.m. Work Session
3rd Mondays 7:00 p.m. Meeting
- b. Location: Township Building, 140 Pottstown Pike, Chester Springs, PA 19425
[Masks or face coverings required until further notice.]

9. Establish a Voting Delegate to:

- a. Pennsylvania State Association of Township Supervisors' (PSATS) Annual Convention in Hershey April 24-27, 2022
- b. Chester County Association of Township Officials' (CCATO) Conventions; Spring – March; Fall – November

10. Concur with the IRS Standard Mileage Rate for 2022, 58.5 cents per mile, effective January 1, 2022. [per <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2022>]



ARRO Consulting, Inc.
1450 East Boot Road, Ste 100B
West Chester, PA 19380
P: (484) 999-6150

November 22, 2021

Gwen A. Jonik, Secretary
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

Dear Gwen:

ARRO Consulting, Inc. (ARRO) desires to continue serving as wastewater consultant for the Township and Municipal Authority in calendar year 2022. Attached is a copy of ARRO's 2022 Schedule of Hourly Rates & Charges for Professional Services.

On behalf of ARRO, I value the trust that the Township and Municipal Authority have placed on our partnership and look forward to another year of successful project initiatives. If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "G. Matthew Brown, P.E., DEE".

G. Matthew Brown, P.E., DEE
Chairman

GMB:tan

Enclosure

Corporate Headquarters - 108 West Airport Road, Lititz, PA 17543
P: (717) 569-7021 | www.arroconsulting.com

OUT-IN-FRONT. EVERY STEP OF THE WAY.

ARRO CONSULTING, INC.
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES
Upper Uwchlan Township Municipal Authority/Upper Uwchlan Township, Chester County, PA
Calendar Year 2022

I. COMPENSATION FOR IDENTIFIED PERSONNEL SHALL BE IN ACCORDANCE WITH THE FOLLOWING HOURLY RATES:

Employee Name	Hourly Rate
G. Matthew Brown, P.E., DEE	\$131.00
David M. Schlott, Jr., P.E.	\$114.00

II. COMPENSATION FOR OTHER PERSONNEL SHALL BE IN ACCORDANCE WITH THE FOLLOWING HOURLY RATES:

<u>CLASSIFICATION</u>	<u>POSITIONS</u>	<u>HOURLY RATE</u>
1	OFFICE & FIELD SUPPORT	44.00
2	TECHNICIANS	60.00
3	DESIGNERS	70.00
4	PROJECT TECHNICIANS	75.00
5	PROFESSIONALS, SPECIALISTS	83.00
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS	88.00
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS	102.00
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS	110.00
9	MANAGING PROFESSIONALS	115.00
10	MANAGING PRINCIPALS	149.00

III. COMPENSATION FOR EXPENSES AND OTHER CHARGES SHALL BE AS FOLLOWS:

MILEAGE	FEDERAL ALLOWABLE VEHICLE REIMBURSEMENT RATE
COMMERCIAL TRAVEL/LIVING EXPENSES	NET COST
DATA PROCESSING & DUPLICATING WORK	SCHEDULE SUPPLIED UPON REQUEST
OUTSIDE SERVICES	NET COST PLUS 15%

IV. TECHNOLOGY SURCHARGE WILL BE APPLIED TO COVER LICENSING FEES/ UPGRADES FOR COMPUTER-RELATED SERVICES (GIS, CADD, GPS, SURVEYING, HYDRAULIC MODELING, AND OTHER PROPRIETARY SOFTWARE).

V. STATEMENTS WILL BE RENDERED MONTHLY AND ARE PAYABLE UPON RECEIPT.

VI. CERTIFICATES OF INSURANCE COVERAGE WILL BE SUPPLIED UPON REQUEST.

VII. EXCEPTIONS TO OR DEVIATION FROM ANY OF THE FOREGOING TERMS SHALL BE VALID ONLY AS SPECIFICALLY AND MUTUALLY AGREED UPON.

VIII. CHARGES ARE SUBJECT TO REVISION.

All services performed by ARRO are performed in accordance with and subject to the attached Standard Terms and Conditions. ARRO expressly rejects any other terms and conditions which may be presented to it, including any presented as part of a municipal appointment. Any changes to these Standard Terms and Conditions shall be mutually agreed to in writing.

ARRO CONSULTING, INC.
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES
POSITION CLASSIFICATION SUPPLEMENT

Upper Uwchlan Township Municipal Authority/Upper Uwchlan Township, Chester County, PA
Calendar Year 2022

<u>CLASSIFICATION</u>	<u>POSITION DETAIL</u>
1	OFFICE & FIELD SUPPORT: CADD Clerk, Engineering Intern, Secretary I, Secretary II, Secretary III, Secretary IV
2	TECHNICIANS: Administrative Assistant I, Administrative Assistant II, CADD Operator I, CADD Operator II, Engineering Technician I, GIS Technician I, Operations Consultant I, Resident Project Representative I
3	DESIGNERS: Administrative Manager, Designer I, Engineering Technician II, Resident Project Representative II
4	PROJECT TECHNICIANS: Designer II, Engineer I, Engineering Technician III, GIS Analyst I, GIS Technician II, Grant Specialist, Planner I, Project Administrator, Resident Project Representative III, Scientist I
5	PROFESSIONALS: Engineer II, GIS Analyst II, Planner II, Scientist II SPECIALISTS: Designer III, Engineering Technician IV, Operations Consultant II, Resident Project Representative IV
6	PROJECT PROFESSIONALS: Engineer III, GIS Analyst III, Planner III, Scientist III SENIOR PROJECT TECHNICIANS: Designer IV, Engineering Technician V, Operations Consultant III, Specifications Writer
7	SENIOR PROJECT PROFESSIONALS: Engineer IV, GIS Analyst IV, Planner IV, Project Manager I, Scientist IV PROJECT SPECIALISTS: Computer Services Manager, Design Manager, Engineering Specialist, Operations Consultant IV
8	SENIOR PROFESSIONALS: Engineer V, GIS Analyst V, Planner V, Project Manager II, Scientist V SENIOR PROJECT SPECIALISTS: Senior Engineering Specialist, Operations Consultant V
9	MANAGING PROFESSIONALS: Assistant Vice President, Chief Engineer, Engineer VI, GIS Manager, Operations Consultant VI, Senior Planner, Senior Project Manager, Scientist VI
10	MANAGING PRINCIPALS: Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President

**ARRO CONSULTING, INC.
STANDARD TERMS AND CONDITIONS**

1. OPINION OF PROBABLE COSTS

Opinions of probable construction and related costs, financing and acquisition of land and rights-of-way prepared by ARRO represent its judgment as a design professional and are supplied for the general guidance of the Client. Since ARRO has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or rights-of-way or over competitive bidding, market or negotiating conditions, ARRO does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the Client.

2. INSTRUMENTS OF SERVICE

All reports, plans, specifications, drawings, field data, notes, formulae, calculations, codes, computer programs and any other documents used in the preparation of the work hereunder or delivered to the Client hereunder, including electronic or digitized versions thereof, are instruments of service of ARRO and shall remain the property of ARRO. Client has the right to use the work delivered hereunder for an indefinite period of time for the purposes outlined in this Agreement. However, the work furnished by ARRO hereunder, whether in document form or electronic or digitized versions thereof, are not to be reused by the Client or any other person or entity for extensions of the project for which they were prepared or on any other project. Any reuse of the documents or their electronic or digitized versions without specific written verification or adaptation by ARRO will be at the Client's sole risk and without liability to ARRO, and Client shall hold ARRO harmless from any claims or damages resulting from such reuse, including claims of infringement of proprietary information.

3. CHANGED CONDITIONS

ARRO has used its professional judgment in establishing the scope of services and fee for this project, given the information provided by the Client or known to ARRO about the project's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this proposal/Agreement. Occurrences or discoveries that were not originally contemplated by or known to ARRO shall constitute changed conditions and shall require an equitable adjustment in scope, schedule and/or fee under this Agreement. If ARRO should request an adjustment to this Agreement, ARRO shall identify the changed conditions and the Client shall promptly and in good faith enter into a renegotiation of this Agreement. If the Client refuses to renegotiate, ARRO may terminate this Agreement.

4. ADDITIONAL WORK

The Client or ARRO may, from time to time, during the course of the work request changes or modifications in the "Scope of Services" to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of ARRO's compensation, which are mutually agreed upon between the Client and ARRO, shall be incorporated in written amendments to this Agreement. In the event the Client desires additional work performed, which is not covered by the proposal and/or Agreement, the parties shall execute an amendment to this Agreement, and ARRO shall be paid for the additional work in accordance with the terms and conditions for extra work as set forth in the Agreement.

5. DELAYS

In the event of delays through no fault of ARRO, the Client shall pay all costs which have been reasonably incurred by ARRO in suspending the services including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

6. WARRANTY AND REMEDY

ARRO warrants that it shall exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. This warranty is in lieu of and excludes all other warranties whether express or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose.

ARRO's liability to the Client for losses, injuries, damages or expenses arising from ARRO's services under this Agreement and which are covered by ARRO's liability insurances shall be limited to the then remaining limits of ARRO's applicable liability insurance coverage(s). For any other losses, injuries, damages or expenses arising from ARRO's services, Client agrees that ARRO's total aggregate liability therefore shall not exceed the amount of ARRO's service revenue under this Agreement.

In addition, the Client agrees to extend any and all liability limitations and indemnifications provided by the Client to ARRO to those individuals and entities ARRO retains for performance of the services under this Agreement, including ARRO's subconsultants and their assigns.

For purposes of this Agreement the term "liable" and "liability" shall mean liability of any kind that may be found to rest upon ARRO, whether arising from the negligence of ARRO, its subcontractors, agents or employees, breach of warranty, breach of contract, strict or absolute liability and/or any other cause.

7. CONSEQUENTIAL DAMAGES

Neither ARRO nor Client shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by ARRO or the Client, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. TERMS OF PAYMENT

In the event that payment is not made within thirty (30) days from date of billing, interest will be charged at the rate of one percent (1%) per month, or the maximum amount permitted by law.

9. PATENTS

ARRO will not conduct patent searches in the performances of its services and assumes no responsibility or liability for any patent or copyright infringement arising therefrom. Nothing contained herein shall be construed as a warranty or representation that anything made, used or sold arising out of the services provided for the project will be free from infringement of patents.

10. SUSPENSION OF SERVICES

If payment of ARRO's invoices is not maintained as per the Terms of Payment set forth herein, ARRO may by seven (7) days written notice to the Client suspend further services without liability until the Client has paid in full all amounts due ARRO on account of services rendered and expenses incurred, including interest on past due invoices. Suspension exceeding ninety (90) days shall, at ARRO's option, make this Agreement subject to renegotiation or termination. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to ARRO.

11. TERMINATION

This Agreement for ARRO's services may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of termination, ARRO shall be compensated for services performed and expenses incurred up to the date of termination, plus reasonable actual costs incurred by ARRO as a result of a termination by the Client.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. ARRO may employ such independent consultants, associates and subcontractors as it may deem appropriate. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

13. SEVERABILITY AND REFORMATION

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and ARRO. In addition, the parties agree that this Agreement shall be reformed to replace such stricken provision(s) or part(s) thereof with a valid and enforceable provision(s) which comes as close as possible to expressing the intention of the stricken provision(s).

14. EMPLOYEE LIABILITY

The Client acknowledges that ARRO is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of ARRO in the execution or performance of this Agreement, shall be made against ARRO and not against such director, officer or employee.

15. FORCE MAJEURE

Client and ARRO agree that there shall be no liability on the part of either party for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; compliance with any regulations or directives of any national, state, local, or municipal governments or any department thereof; fuel, power, materials or labor shortages.

16. ENTIRE AGREEMENT

This Agreement, upon its acceptance by the Client, shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by both parties.

17. ASBESTOS OR HAZARDOUS OR TOXIC MATERIALS

ARRO's scope of services does not include any services related to asbestos or hazardous or toxic materials. ARRO shall have no responsibility under this Agreement to determine the existence, location, quantity, type or composition of any hazardous or toxic materials that may exist at the site. In the event ARRO or any other party encounters asbestos or hazardous or toxic materials at the site, or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of ARRO's services, ARRO may, at its option and without liability for consequential or other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the site is in full compliance with applicable laws and regulations.

18. PHASE I & PHASE II ENVIRONMENTAL SERVICES

Inconsideration of the substantial risks to ARRO in performing Phase I and Phase II environmental assessment services, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

a. REGULATED CONTAMINANTS

The Phase II environmental assessment is being conducted solely to permit ARRO to render a professional opinion on the likelihood of regulated contaminants being present on, in, or beneath the site identified in the Agreement at the time the services are rendered. Client acknowledges and understands that the findings derived from a Phase II environmental assessment are limited and that ARRO cannot know or state as an absolute fact that the site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if ARRO believes, in its professional opinion, that reportable quantities of regulated contaminants are not present at the site, Client still bears the risk that such contaminants may be present or may migrate to the site after the study is completed. Client's acceptance of this Agreement shall evidence that Client understands the risks associated with the Phase II environmental assessment and, in consideration of ARRO agreeing to provide these services, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any alleged contamination or existence of hazardous material discovered at the site or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

b. SAMPLING BYPRODUCTS

All substances on, in, or beneath the Client's site identified in the Agreement, or obtained from the site as samples or as byproducts of the sampling process are, and shall remain, the Client's property. Any samples or byproducts of the sampling process that are, or are assumed to be regulated contaminants, or in ARRO's opinion, may be affected by a regulated contaminant, will be packaged in accordance with applicable law and these materials will be promptly turned over to the Client and the Client will be responsible for legal disposal of them. ARRO shall not have any responsibility under this Agreement to arrange for disposal, or dispose, of materials that are, or are suspected to be, affected by regulated contaminants. Client shall sign all manifests for the disposal of regulated contaminants or suspected regulated contaminants. ARRO will not, under any circumstances, be considered a generator, transporter, or disposer of the materials affected by regulated contaminants. Because involvement with the Client's contaminated samples can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from ARRO containing, labeling, transporting, testing, temporarily storing, and other handling of the Client's contaminated samples or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

c. CROSS CONTAMINATION

Sampling may result in unavoidable cross-contamination of subsurface areas, such as when a probe or boring penetrates through a contaminated area into an aquifer, underground stream, or other hydrous body not previously contaminated. Client acknowledges and understands that ARRO cannot, despite exercising due care, completely eliminate this risk. Because sampling is an essential element of the Phase II environmental services covered by this Agreement and can expose ARRO to considerable risks, Client agrees, to the maximum extent permitted by law, to waive any claim against ARRO and agrees to defend, indemnify, and hold ARRO harmless from any damage, claim, liability, or cost, including reasonable attorneys' fees and costs of defense, for injury or loss which may arise out of or result from any cross-contamination allegedly caused by sampling or performance of services under this Agreement or related in any manner whatsoever to the existence, identification, release, or disposal of hazardous or toxic substances, except those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of ARRO.

19. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or ARRO. ARRO's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against ARRO because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

20. GOVERNING LAW

The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of Common Pleas of Pennsylvania having jurisdiction.



BRANDYWINE CONSERVANCY

*Preserving Our
Land & Water*

September 27, 2021

Dear Municipal Official:

Thank you for considering the Brandywine Conservancy for help in meeting your municipality's planning, zoning, and development review assistance needs. For 2022 budgeting and/or reorganization purposes, please utilize the attached hourly consultant rate sheet.

Our hourly fees typically apply to our development review and expert testimony work performed on behalf of your municipality. For larger municipal projects, such as comprehensive plans, zoning ordinances, or open space plans, we normally will be working from a lump sum, or fixed-fee budget.

If you have any questions, please contact either Grant DeCosta at 610-388-8117, gdecosta@brandywine.org or Sheila Fleming at 610-388-8317, sfleming@brandywine.org. We wish you and your municipality a very happy fall and upcoming holiday season and look forward to working with you in the new year.

Sincerely,

Grant DeCosta
Assistant Director

Sheila Fleming
Manager



**BRANDYWINE
CONSERVANCY**

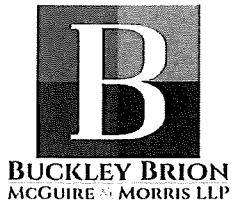
*Preserving Our
Land & Water*

**Schedule of Hourly Brandywine Conservancy
Consultant Rates for 2022**

<u>Title</u>	<u>Hourly Rate</u>
Director	\$180.00
Associate Director	\$140.00
Assistant Director	\$125.00
Manager	\$115.00
Planner IV	\$95.00
Planner III	\$90.00
Planner II	\$80.00
Planner I	\$75.00
GIS Manager	\$90.00
Project Administration	\$90.00

Miscellaneous expenses will be billed at cost as they accrue, including copying, postage, subcontractors, blueprints, photographic expenses, and travel costs including mileage at the allowance which will not exceed the effective rate set by the Internal Revenue Service.

08/2021



BUCKLEY BRION
MC GUIRE & MORRIS LLP

KRISTIN S. CAMP
p: 610.436.4400 Ext# 1050
f: 610.436.8305
e: kcamp@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

September 22, 2021

VIA EMAIL: GJonik@upperuwchlan-pa.gov

Board of Supervisors
Upper Uwchlan Township
Attn: Gwen Jonik, Township Secretary
140 Pottstown Pike
Chester Springs, PA 19425

Re: Appointment as Township Solicitor for 2022

Dear Board Members:

Our Firm would be honored to continue to serve as solicitor to Upper Uwchlan Township for the calendar year 2022 and respectfully request that the Board of Supervisors reappoint our Firm. If reappointed, our billing rates for 2022 will remain at our current rate of \$205 per hour for attorney's time and \$85 per hour for paralegal time.

We appreciate the Board's confidence in our Firm serving as its solicitor and look forward to continuing our relationship with the Township in the coming year.

Very truly yours,


Kristin S. Camp

KSC/jak

From: BRIAN NORRIS <bknorris@comcast.net>
Sent: Thursday, December 2, 2021 9:50 AM
To: Gwen Jonik
Subject: Term

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes I would like to continue as operator. I am respectfully requesting a 2 percent rate increase. Thanks

Gwen Jonik

From: Christopher Frantz <cefrantz@comcast.net>
Sent: Monday, December 6, 2021 9:51 AM
To: Gwen Jonik
Subject: Term Expiration

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gwen,

Please advise both the Municipal Authority Board and the Board of Supervisors that I would like to be reappointed as the Authority's Solicitor for 2022. I have truly enjoyed serving the Upper Uwchlan community and hope to continue that service in the coming year. If reappointed, I will keep my fee at its present \$215 per hour for professional services rendered.

Thank you and please contact me should there be any questions or if anything further is required.

CHRISTOPHER E. FRANTZ, ESQUIRE

P.O. Box 557

Westtown, PA 19395

610-399-1641 (Phone)

484-678-4792 (Cell)

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GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 19, 2021

Gwen Jonik
Upper Uwchlan Township Secretary
140 Pottstown Pike
Chester Springs, PA 19425

Reference: Request for Reappointment as Township Engineer for 2022

Dear Gwen:

Gilmore & Associates, Inc. is pleased to submit this request for consideration by Upper Uwchlan Township for reappointment as the Township's Municipal Engineer for the calendar year 2022. Gilmore & Associates, Inc. welcomes the opportunity to continue to provide The Township with the same high-quality professional services we have for the past 19 years.

I will continue to serve as Gilmore & Associates, Inc.'s principal representative to the Township. I will supervise Gilmore & Associates, Inc.'s professional, technical, and administrative staff regarding all aspects of municipal consulting services provided to the Township, including the review of proposed subdivision and land development plans, coordination of construction observation and field inspection activities, engineering design and quality control of municipal public works and infrastructure projects, and preparation of technical studies and permitting assistance.

We propose that Mr. Shawn Fahr, in conjunction with his support staff, will perform and oversee construction observation at all active construction sites in the Township. Mr. Fahr has over 21 years of experience in various aspects of construction observation related to public works projects, subdivisions, and land developments; soils and pavement compaction testing; and civil engineering project management.

Both Mr. Fahr and I will closely communicate with the Township regarding all engineering design, plan review, and construction projects for which Gilmore & Associates, Inc. is engaged by the Township.

Gilmore & Associates, Inc. appreciates the opportunity to be considered for reappointment to the position of Township Municipal Engineer for 2022.

184 West Main Street | Suite 300 | Trappe, PA 19426 | Phone: 610-489-4949 | Fax: 610-489-8447

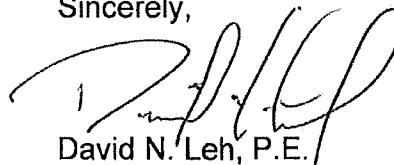
Ref: Request for Reappointment as Township Engineer for 2022

November 19, 2021

Please find enclosed our 2022 Professional Services Fee Schedule. Please me know if you have any questions regarding same.

Thank you in advance for your favorable consideration and best wishes for a joyous Holiday season and a healthy and happy New Year.

Sincerely,



David N. Leh, P.E.
Municipal Services Manager
Gilmore & Associates, Inc.

Enclosure: 2022 Professional Services Fee Schedule



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**2022 PROFESSIONAL SERVICES FEE SCHEDULE
UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PA**

TITLE	RATE
Principal III	\$ 140.00
Principal II	\$ 135.00
Principal I	\$ 130.00
Consulting Professional V	\$ 125.00
Consulting Professional IV	\$ 120.00
Consulting Professional III	\$ 115.00
Consulting Professional II	\$ 110.00
Consulting Professional I	\$ 105.00
Design Technician V	\$ 100.00
Design Technician IV	\$ 95.00
Design Technician III	\$ 90.00
Design Technician II	\$ 85.00
Design Technician I	\$ 80.00
Construction Representative III	\$ 110.00
Construction Representative II	\$ 100.00
Construction Representative I	\$ 90.00
Surveying Crew	\$ 165.00
Project Assistant	\$ 75.00

Listed Rates – All Rates listed above are hourly rates based upon straight time for a 40-hour, 5-day week and are charged on actual time expended. When requested/required to provide professional services in excess of 40 hours during the normal work week, non-exempt staff shall be charged 1.5 times the standard rate for those hours worked in excess of the normal 40 hours. Construction Representative Services requested on weekends shall be charged at the same overtime rate with a minimum of 4 hours charged.

Client Invoicing – Gilmore & Associates, Inc. invoices on a monthly basis and payment for services rendered are due within 30 days.

Proprietary Information – This Professional Services Fee Schedule is proprietary information issued by Gilmore & Associates, Inc. for review only by the recipient of this document. The information contained herein shall not be shared, reviewed or discussed with others than those receiving this original document.

Special Consulting Services - Rates vary by type of service and level of experience. Rate Schedules will be provided upon request.

E. Craig Kalemjian, Esq.
Attorney at Law
535 North Church Street
Box 125
West Chester, PA 19380

December 5, 2021

via email only – gjonik@upperuwchlan-pa.gov

Gwen A. Jonik, Secretary
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

Re: Zoning Hearing Board Solicitor – 2022

Dear Gwen:

I am in receipt of your November 18, 2021 letter, and would be happy to continue as the Solicitor of the Upper Uwchlan Township Zoning Hearing Board. Thank you.

Very truly yours,


E. Craig Kalemjian

ECK:kml



TRANSPORTATION ENGINEERS & PLANNERS

McMahon Associates, Inc.
835 Springdale Drive, Suite 200
Exton, PA 19341
P. 610.594.9995
mcmahonassociates.com

December 8, 2021

Ms. Gwen Jonik, Township Secretary
Upper Uwchlan Township
140 Pottstown Pike
Chester Springs, PA 19425

RE: Township Traffic Engineer 2022 Re-appointment
Upper Uwchlan Township, Chester County

Dear Ms. Jonik:

We understand our appointment as the Township's Traffic Engineer will expire on December 31, 2021. As such, McMahon Associates, Inc. would sincerely appreciate the opportunity to continue to serve as the Upper Uwchlan Township Traffic Engineer. Also, as requested, attached with this letter is our 2022 fee schedule, and we are pleased to let you know there have been no rate increases since 2019.

We take great pride in serving the Township and we look forward to continuing our working relationship. Please contact me if you have any questions, or if there is anything we can do to best serve the Township.

Sincerely,

Christopher J. Williams, P.E.
Vice President & Regional Manager – Mid-Atlantic

CJW/cjw
Attachment

I:\eng\8982790\planning\correspondence\12-08-2021_jonik_upper uwchlan_2022 rate schedule.docx

MCMAHON ASSOCIATES, INC.
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
UPPER UWCHLAN TOWNSHIP
2022

SERVICES

McMahon Associates, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon Associates, Inc. staff to this project computed to the nearest one-half hour.

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Principal/Associate/General Manager/Service Leader	\$195
Senior Project Manager	\$180
Project Manager/Survey Manager	\$160
Senior Project Engineer	\$135
Project Engineer	\$125
Staff Engineer/Survey Party Chief/FAA Certified Drone Pilot	\$100
Technician/Admin/Survey Tech	\$85
Field Personnel/Drone Field Spotter	\$50

TERMS

- Invoices*** – Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses. Payment is due to McMahon Associates, Inc. within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
- Confidentiality*** – Technical and pricing information in this proposal is the confidential and proprietary property of McMahon Associates, Inc. and is not to be disclosed or made available to third parties without the written consent of McMahon Associates, Inc.
- Commitments*** – Fee and schedule commitments will be subject to renegotiation for delays caused by the client's failure to provide specified facilities or information, or any other unpredictable occurrences.
- Expenses*** – Automatic Traffic Recorder equipment usage will be billed at \$25.00 per 24-hour count. Drone equipment usage, inclusive of insurance costs, will be billed at \$250/day, or portion of a day. Incidental expenses are reimbursable at cost. These include reproduction, postage, graphics, reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long-distance phone charges between McMahon Associates offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
- Attorney's Fees*** – In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney's fees at both the trial and appellate levels.
- Ownership and Use of Documents*** – All original drawings and information are to remain the property of McMahon Associates Inc. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
- Insurance*** – McMahon Associates, Inc. will maintain at its own expense Workman's Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
- Termination*** – This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
- Binding Status*** – The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

From: [Robert Wise](#)
To: [Gwen Jonik](#)
Cc: [Alice Domm](#)
Subject: Historic Preservation Consultant term
Date: Friday, December 3, 2021 11:25:44 AM
Attachments: [image001.png](#)
[image002.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Gwen and hope you had a nice Thanksgiving,

I am responding to your November 18, 2021 letter regarding the continuation of RGA's term of historic preservation consultant for 2022. Thank you for inviting us to continue this term and yes, we accept the invitation and look forward to working with the township.

Here are our 2022 hourly rates:

Robert Wise	\$103
Seth Hinshaw	\$80
Architectural Historian	\$70

Other rates, such as graphics and editing personnel, archeologists, researchers, if needed, vary.

Again, thank you for retaining RGA as Upper Uwchlan Township's historic preservation consultant thru 2022.

-b wise

Robert J. Wise, Jr.
Principal Senior Architectural Historian



Richard Grubb & Associates, Inc.

259 Prospect Plains Road, Building D | Cranbury, New Jersey 08512
NJ 609-655-0692 x 326 | PA 484-202-8187 | C 610-585-3598 | rwise@rgaincorporated.com
www.rgaincorporated.com

