



UPPER UWCHLAN TOWNSHIP  
BOARD OF SUPERVISORS  
ANNUAL ORGANIZATION MEETING

AGENDA

January 4, 2021

7:00 p.m.

**LOCATION:** This meeting will be held **virtually**. Any member of the public interested in participating in the meeting should email the Township at [tscheivert@upperuwchlan-pa.gov](mailto:tscheivert@upperuwchlan-pa.gov) for a link and a password to join in the meeting. To minimize public exposure to COVID-19, the meeting will be conducted via webinar. No attendance in-person will be allowed. If you require special accommodation, please call the Township office at 610-458-9400.

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. 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

III. CALENDAR

January 4, 2021 Elected Auditors Annual Organization Meeting follows the  
Board of Supervisors Organization Meeting

January 18, 2021 Township Office is "Open" ~ Martin Luther King, Jr. Day  
There **WILL BE** trash/recycling collection January 18, 2021

January 19, 2021 (Tuesday) 7:00 PM Board of Supervisors Meeting

February 9, 2021 4:00 PM Board of Supervisors Workshop

February 15, 2021 Township Office is Closed ~ Presidents' Day

There **WILL BE** trash/recycling collection February 15, 2021

February 16, 2021 (Tuesday) 7:00 PM Board of Supervisors Meeting

Christmas Tree, Yard Waste Collection Dates: January 6 and 20, February 3 and 17

Do not use plastic bags as these materials are composted.

Place materials curbside the night before to guarantee collection.

IV. OPEN SESSION

V. ADJOURNMENT



## UPPER UWCHLAN TOWNSHIP

### MEMORANDUM

#### ADMINISTRATION

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

FROM: Gwen Jonik  
Township Secretary

RE: January 4, 2021 Organization Meeting

DATE: December 31, 2020

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The Board is requested to consider taking the following actions at the January 4, 2021 Organization meeting, which begins at 7:00 p.m. and will be held virtually via Zoom.

1. 2020 Chairperson or Vice-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
2. 2020 Chairperson or Vice-Chairperson designates Tony Scheivert, Township Manager, to conduct the re-organization of the Board of Supervisors.
  - a. Request Nominations / Motion for 2021 Chairperson
3. Newly-elected Chairperson conducts election of 2021 Vice-Chairperson.
4. Chairperson may conduct reappointments via a single Motion\*\*:

a. Township Manager	Tony Scheivert
b. Township Secretary	Gwen Jonik
c. Right-To-Know (Open Records) Officer	Gwen Jonik
d. Right-To-Know Officer (Police)	Chief John DeMarco
e. Township Treasurer	Jill Bukata, C.P.A.
f. Zoning Officer	Anthony Campbell
g. Building Code Official	Rhys Lloyd
h. Township Engineer	Gilmore & Associates
i. Township Planner	Brandywine Conservancy
j. Township Traffic Engineer	McMahon Associates, Inc.

k. Township Wastewater Engineer	ARRO Consulting, Inc.
l. Township Municipal Authority Solicitor	Christopher Frantz, Esquire
m. Township Wastewater Facility Operator	Clean Water, Inc. – Brian Norris
n. Road Master	Michael Heckman, Director of Public Works
o. Township Fire Marshal	Richard Ruth
p. Township Auditor	Barbacane, Thornton and Company
q. Township Solicitor	Buckley, Brion, McGuire & Morris, LLP
r. Township Solicitor-Alternate	Unruh, Turner, Burke, & Frees, P.C.
s. Township Solicitor-Labor	Eckert Seamans Cherin & Mellott, LLC
t. Zoning Hearing Board Solicitor	Craig Kalemjian, Esquire
u. Vacancy Board	William Quinn
v. Deputy Township Tax Collector	Jill Bukata, C.P.A., Township Treasurer
w. Police Department Liaison	Jamie Goncharoff

\*\* All Consultants and Solicitors expressed interest in continuing to provide services to Upper Uwchlan Township in 2021 and requested consideration for reappointment.

The following Consultants/Solicitors increased their rates for 2021:

ARRO Consulting	\$1-\$4/hour across all positions except Executives
Gilmore & Associates	\$5/hour across most positions
Kristin Camp	\$5/hour attorney's time
Andy Rau (Alternate)	\$5/hour attorney's time
Craig Kalemjian	\$5/hour attorney's time

(Buckley Brion McGuire & Morris)  
(Unruh Turner Burke & Frees)

#### 5.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):

*Julie Hearn-Nicely, Tom Kelly, Richard Ruth*

Historic Commission (3 Year Term): *Nancy Copp, Jordan Staub*

Municipal Authority (5 Year Term): *Lou Schack*

Park and Recreation (5 Year Term): *Cathy Tomlinson*

Planning Commission (5 Year Term): *Joe Stoyack*

Technology Advisory Board (3 Year Term): *Val Brauckman*

Zoning Hearing Board (3 Year Term): *no expirations*

5.B. Announce the following Vacancies:

- a. Zoning Hearing Board Alternate – 1
- b. Elected Auditors - 2

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

Vacancy .....term expires December 31, 2021  
Vacancy .....term expires December 31, 2023  
Vincent McVeigh .....term expires December 31, 2025

7. Establish the following Bond rates:

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

8. 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)

9. Establish Board of Supervisors Meeting Schedule:

- a. Dates: 2<sup>nd</sup> Tuesdays 4:00 p.m. Work Session  
3<sup>rd</sup> Mondays 7:00 p.m. Meeting
- b. Location: Virtual Meetings via Zoom audio/visual conference;  
Or 140 Pottstown Pike, Chester Springs, PA 19425

10. Establish a Voting Delegate to:

- a. Pennsylvania State Association of Township Supervisors' (PSATS) Annual Convention in Hershey April 18-21, 2021
- b. Chester County Association of Township Officials' (CCATO) Conventions;  
Spring – March; Fall – November

11. Concur with the IRS Standard Mileage Rate for 2021, 56 cents per mile, effective January 1, 2021. [per <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2021> ]



**West Chester Office**  
1450 East Boot Road  
Building 100B  
West Chester, PA 19380  
T 484.999.6150

November 30, 2020

Gwen A. Jonik, Secretary  
Upper Uwchlan Township  
415 Eagleview Blvd., Suite 116  
Exton, PA 19341

Dear Gwen:

ARRO Consulting, Inc. (ARRO) desires to continue serving as wastewater consultant for the Township and Municipal Authority in calendar year 2021. Attached is a copy of ARRO's 2021 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 "Matt Brown (GTAN)".

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

GMB:tan

Enclosure

**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 2021**

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

<b>Employee Name</b>	<b>Hourly Rate</b>
G. Matthew Brown, P.E., DEE	\$127.00
Paul F. Ruffini, L.O.	\$111.00

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

<b><u>CLASSIFICATION</u></b>	<b><u>POSITIONS</u></b>	<b><u>HOURLY RATE</u></b>
1	OFFICE & FIELD SUPPORT	43.00
2	TECHNICIANS	58.00
3	DESIGNERS	68.00
4	PROJECT TECHNICIANS	73.00
5	PROFESSIONALS, SPECIALISTS	81.00
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS	85.00
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS	99.00
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS	107.00
9	MANAGING PROFESSIONALS	112.00
10	MANAGING PRINCIPALS	145.00
11	EXECUTIVES	230.00

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 2021**

<b><u>CLASSIFICATION</u></b>	<b><u>POSITION DETAIL</u></b>
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: 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, 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: President, Executive Vice President, Senior Vice President, Vice President
11	EXECUTIVES: Chairman, Chief Executive Officer

**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*

November 18, 2020

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 2021 budgeting and/or reorganization purposes, please utilize the attached hourly consultant rate sheet.

Our hourly fees will remain the same for 2021 and would 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](mailto:gdecosta@brandywine.org) or Sheila Fleming at 610-388-8317, [sfleming@brandywine.org](mailto:sfleming@brandywine.org). We wish you and your municipality a very happy 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 2021**

<b><u>Title</u></b>	<b><u>Hourly Rate</u></b>
Director	\$180.00
Associate Director	\$140.00
Assistant Director	\$125.00
Manager	\$115.00
Senior Planner	\$90.00
Associate Planner	\$80.00
Assistant Planner	\$75.00
GIS Manager	\$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.

11/2020



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

November 30, 2020

VIA EMAIL: [GJonik@upperuwchlan-pa.gov](mailto: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 2021

Dear Board Members:

Our Firm would be honored to continue to serve as solicitor to Upper Uwchlan Township for the calendar year 2021 and respectfully request that the Board of Supervisors reappoint our Firm. If reappointed, our billing rates for 2021 will be \$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,

*/s/ Kristin S. Camp*

Kristin S. Camp

KSC:mam

**From:** [Christopher Frantz](#)  
**To:** [Gwen Jonik](#)  
**Subject:** Term Expiration  
**Date:** Friday, December 4, 2020 4:13:19 PM

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**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,

Thank you for yours of November 16th. Please advise the Board of Supervisors and the Authority Board that I would like to be reappointed as Solicitor to the Upper Uwchlan Municipal Authority for 2021. If reappointed I would keep my current billing rate of \$215.00 per hour in place for the upcoming year.

It has been my pleasure to have worked with the Authority Board to serve the residents of Upper Uwchlan Township and I hope to have the opportunity to continue that work in 2021. Thank you and please contact me should there be any questions or if you require anything further.

CHRISTOPHER E. FRANTZ, ESQUIRE  
P.O. Box 557  
Westtown, PA 19395

610-399-1641 (Phone)  
484-678-4792 (Cell)

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December 3, 2020

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

Reference: Request for Reappointment as Township Engineer for 2021

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 2021. Gilmore & Associates, Inc. welcomes the opportunity to continue to provide The Township with the same high-quality professional services we have for the past 18 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 20 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 I and Mr. Fahr 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.

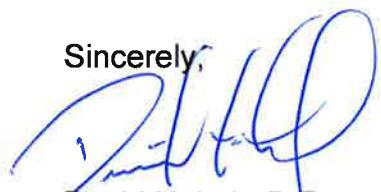
Gilmore & Associates, Inc. appreciates the opportunity to be considered for reappointment to the position of Township Municipal Engineer for 2021.

December 3, 2020

Please find enclosed our 2021 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: 2021 Professional Services Fee Schedule



**2021 PROFESSIONAL SERVICES FEE SCHEDULE  
UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, PA**

<b>TITLE</b>	<b>RATE</b>
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.

**From:** [Craig Kalemjian](#)  
**To:** [Gwen Jonik](#)  
**Subject:** Your letter of November 16  
**Date:** Sunday, November 29, 2020 12:18:01 PM

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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,  
I am happy to continue to serve as Zoning Hearing Board Solicitor for 2021.  
My rate is the same as previous years, \$180.00 per hour.  
Thanks,  
Craig

Sent from my iPad



McMahon Associates, Inc.  
835 Springdale Drive, Suite 200  
Exton, PA 19341  
P. 610.594.9995  
[mcmahonassociates.com](http://mcmahonassociates.com)

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December 7, 2020

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

RE: Township Traffic Engineer 2021 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, 2020. 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 2021 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,

A handwritten signature in black ink that reads 'Christopher J. Williams'.

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

CJW/cjw/ab  
Attachment

**MCMAHON ASSOCIATES, INC.**  
**STANDARD PROVISIONS FOR PROFESSIONAL SERVICES**  
**UPPER UWCHLAN TOWNSHIP**  
**2021**

**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.

<b><u>PERSONNEL</u></b>	<b><u>HOURLY RATES</u></b>
Principal/Associate/General Manager/Service Leader	\$195
Senior Project Manager	\$180
Project Manager/Survey Chief	\$160
Senior Project Engineer	\$135
Project Engineer	\$125
Staff Engineer/Party Chief	\$100
Technician/Word Processor/Survey Tech	\$85
Field Personnel	\$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. Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include subconsultants, 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.



**RICHARD GRUBB & ASSOCIATES**  
*Historic Architecture • Archaeology • Historical Research*

259 Prospect Plains Road | Building D | Cranbury, New Jersey 08512 | 609-655-0692 | [www.rgaincorporated.com](http://www.rgaincorporated.com)

**RGA**

November 23, 2020

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

**Re: 2021 Historic Preservation Consultant**

Dear Ms. Jonik:

Thank you for contacting Richard Grubb & Associates, Inc. (RGA) about renewing historic preservation consulting services to Upper Uwchlan Township in 2021. RGA wishes to continue providing services through 2021 and provides the following Fee Schedule:

Robert Wise, Principal Senior Architectural Historian \$103.00/hr.

Seth Hinshaw, Senior Historian \$83.00/hr.

Architectural Historian \$70.00/hr.

Please be advised that RGA also provides archeological services, should the Township require those services.

We look forward to continuing our work with Upper Uwchlan Township. Please contact Robert Wise at 610-585-3598 (cell) [rwise@rgaincorporated.com](mailto:rwise@rgaincorporated.com) if you have questions or concerns.

Very truly yours,

Alice Domm  
Chief Executive Officer/President

AD:rjw

ADDITIONAL OFFICES | Pennsylvania | New York | North Carolina | Maryland

DBE/WBE/SBE CERTIFIED

**RGAI**

UNRUH TURNER  
BURKE & FREES  
ATTORNEYS AT LAW

ANDREW D.H. RAU  
arau@utbf.com

December 7, 2020

Gwen Jonik  
Township Secretary  
Upper Uwchlan Township  
415 Eagleview Blvd., Suite 116  
Exton, PA 19341

RE: Legal Representation / Alternate Solicitor Services

Dear Ms. Jonik:

Following up on your request, this letter will confirm that Unruh, Turner, Burke & Frees wishes to continue our services as alternate solicitor to Upper Uwchlan Township.

Our hourly municipal rate is \$205.00 for all attorneys. I am attaching a copy of firm's General Terms of Engagement which explain the basis on which legal fees are charged in greater detail.

If the firm is again engaged as alternate solicitor, please sign and return a copy of the General Terms of Engagement at your earliest convenience. We look forward to being of continuing assistance to Upper Uwchlan Township.

Very truly yours,



Andrew D.H. Rau

ADHR:mc

## **UNRUH, TURNER, BURKE & FREES GENERAL TERMS OF ENGAGEMENT**

These policies set forth the basis on which Unruh, Turner, Burke & Frees (the “Firm”) charges for legal services and other policies relating to our representation.

1. Scope and Duration of the Attorney/Client Relationship. Our Firm strives to maintain a high level of client satisfaction that fosters long term relationships. This enables us to serve our clients better because, over time, we become more familiar with the client’s circumstances, needs and goals. Nevertheless, the scope of our representation is limited to those matters on which we are actually engaged to provide services.

### **2. Legal Fees; Billing.**

(a) Hourly Billing and Adjustments. Fees for most legal services are based primarily on the time spent by attorneys and paralegals in the Firm working on the particular legal matter and their hourly rates as in effect from time to time. This includes time spent on the telephone, in meetings, and traveling on the client’s behalf to and from municipal meetings and other events, in addition to other legal work. Issuance of opinions and transactional work related to municipal borrowing is charged separately based on the size and complexity of the transaction. The Firm reserves the right to make special fee arrangements with certain clients based on the volume or type of work involved. Hourly rates are subject to change without notice, but we generally do not change rates more than once per year. Fees are also influenced by such things as the difficulty of the work, unusual time constraints imposed to complete the work, and the result achieved. In addition, we may adjust the bill upward to account for the use of documents and forms that the Firm has developed and which make the performance of our work materially more efficient. Unless otherwise agreed in writing by the Firm, the payment of legal fees is not contingent on a particular outcome or result, or closing of the transaction.

(b) Costs. The client is responsible to pay all out-of-pocket costs incurred by the Firm in representing the client including, if applicable, filing fees, photocopying expenses, overnight delivery or special courier charges, fees for serving legal papers, travel expenses (tolls, parking expenses and mileage reimbursement), computer research expenses, staff overtime when appropriate, and the like. Depending on the nature and size of the expense and other factors, the Firm may advance certain expenses on behalf of the client. Otherwise, clients are expected to pay third party expenses directly. Some expenses (e.g., overnight delivery charges) are not known when an invoice is rendered. In those situations, a supplemental invoice covering such expenses will be sent, or an estimate will be included in the invoice and an adjustment will be made when the actual charges are known.

(c) Billing and Payment. Invoices are generated monthly. Invoices include legal fees and costs accrued up through approximately the 25th day of the month. Legal fees or costs incurred after that date will appear on the next invoice. Invoices are due on receipt, and payment in full is expected no later than 30 days of the date of the invoice. If you have any questions regarding any invoice, please contact us as soon as possible so that any issue or error can be resolved quickly to your satisfaction. You should contact the attorney performing services for you, or his or her legal assistant, for assistance in resolving billing matters. If for any reason you anticipate a delay in payment of an invoice, you should contact us immediately to discuss payment arrangements.

(d) Interest. We reserve the right to charge interest on any invoice that is not paid within 60 days at 12% per year. Interest at this rate will also apply to any judgment that the Firm may obtain for unpaid legal fees.

(e) You are responsible for the attorney's fees and all costs and expenses incurred by the Firm to collect unpaid invoices. The attorney's fees for which you are responsible include not only attorney's fees charged by non-Firm lawyers representing Unruh, Turner, Burke & Frees, P.C. but also fees charged by attorneys from Unruh, Turner, Burke & Frees in the event that attorneys from Unruh, Turner, Burke & Frees represent the Firm.

(f) Estimates. For some matters we may, upon request, provide an estimate of the range of fees that we would anticipate for the particular matter. However, in all but the simplest of matters it is not possible to estimate with certainty what the legal fees may be because of matters beyond our control. For this reason, estimates are not intended as a guaranteed maximum fee. However, if we find that the estimated range of fees is likely to be exceeded, we will advise you of that and the reasons for the increase.

3. Other Fee Arrangements. On occasion, and by specific agreement, we may agree to a fee arrangement other than an hourly fee, such as a fixed fee for a specifically defined project or a contingent fee for a litigation matter. In such a case, the fee and payment schedule will be set forth in our cover letter to you or in a separate agreement or addendum, but all other terms of this General Terms of Engagement will apply.

4. Termination of Representation. Generally our representation and the attorney-client relationship ends when we have completed the work which the Firm was engaged to do. The client may discontinue our engagement at any time but the client will remain obligated to pay our fees and expenses up through the date on which our engagement is terminated, and any fees and expenses incurred in finishing incomplete matters.

We reserve the right to terminate our representation of a client before completing the work for which we were engaged in certain circumstances, including

non-payment or chronic late payment of legal fees or expenses, or if a conflict of interest arises which cannot be resolved.

5. Conflicts of Interest. Occasionally, our legal work for a client may involve a conflict or potential conflict of interest with another client or former client. Before accepting an engagement, we endeavor to ascertain whether a conflict or potential conflict of interest is present. However, there are times when a conflict will not become apparent until after we have accepted an engagement. If that occurs, we are bound to adhere to the rules of professional conduct governing such matters. We will advise you of such conflict and discuss alternatives to resolve the conflict with you. In certain circumstances, the only alternative may be for us to withdraw from representation and for you to seek other counsel. If this should occur, we will do everything reasonably possible to transition the legal work to other counsel selected by you in order to minimize any inconvenience to you. Certain conflicts of interest can be waived by the parties involved in the conflict. However, even where the clients or former clients involved in the conflict agree to waive the conflict, we reserve the right to discontinue the representation if we believe that will be in the best interest of the clients or former clients involved or in the best interests of the Firm.

6. Retainers. It is the Firm's policy to require a retainer before we begin work, especially for new clients. The amount of the retainer depends upon the anticipated legal fees and expenses involved in performing the work and is determined in consultation with the client or prospective client. Retainers will be held in the Firm's IOLTA trust account without interest. Fees and expenses are billed against this retainer on a monthly basis, and statements showing the amount billed against the retainer are mailed to the client. We reserve the right to require replenishment of the retainer when it has been depleted.

7. What the Client Should Do. To assist the Firm in representing a client competently, there are certain things the client must do. The following summarizes some of the client's responsibilities in ensuring that the client's interests are competently represented by any lawyer:

(a) Fully inform the lawyer of all facts and circumstances regarding the particular legal matter. If you feel the lawyer misunderstands any relevant facts or circumstances, correct the misunderstanding as soon as possible. If a lawyer requests additional information or documentation, respond to these requests as soon as possible.

(b) When you receive documents or pleadings regarding the particular legal matter, whether prepared by your lawyer or by someone else, it is the client's responsibility to review these documents and advise your lawyer of any questions, comments or concerns that you may have, and make sure that anything that you do not understand is explained to you before you agree to it.

(c) In the course of a particular matter, various decisions will need to be made by the client. Many of these decisions will have legal consequences and require discussion between the lawyer and the client. Many of the decisions may involve economic consequences which are business decisions that only the client can make. Although we will consult with you regarding business decisions and their legal consequences and will advise you if we feel a course of action may not be in your best interest, economic and business decisions are ultimately the responsibility of the client and are outside the scope of a lawyer's expertise. If necessary, other professional assistance should be sought by the client in areas such as accounting, appraising and financial management. Lawyers in the Firm are not experts and cannot provide professional assistance in these areas.

8. Confidentiality and Attorney-Client Privilege; Communications.

Lawyers owe a duty of confidentiality to their clients and certain information is privileged from disclosure to third parties. Facsimile, e-mail and other communications sent to a client can sometimes be read or intercepted by client co-workers, employees, employers and family members. Please tell us if particular communications, or communications about particular subject matters, should only be sent in a particular manner to avoid such unintentional disclosure. Generally, we assume that communications from us can be sent to facsimile numbers and e-mail addresses supplied by the client, so it is important that the client inform us of any limitations on such communications that the client desires. It is also important that the client implement appropriate safeguards at the receiving end to ensure that the client's staff, co-workers, etc do not intercept or read confidential and privileged communications. Further, you should be aware that communications by means of cellular telephones and/or cordless telephones, while increasingly prevalent, are susceptible to interception by others, which can result in the unintended disclosure to unknown parties of confidential and otherwise privileged information. We assume in communicating with you that we are permitted to speak with you on cellular telephones when cellular phone numbers are provided to us as a means of communication, or when you contact us by means of cellular or cordless phones. In particularly sensitive discussions, however, or in any other situation in which you want to make absolutely certain that there is no inadvertent disclosure of information, communication in person or by traditional "land line" telephone is preferable.

Depending on the nature of the representation and the transaction in which we are engaged, we may be working with others (e.g., accountants, other legal counsel, consultants and the like) who participate in conversations and/or meetings where confidential matters are discussed. With the exception of other lawyers engaged by the client, communications in the presence of these third parties may result in the waiver of the attorney-client privilege with respect to communications taking place in their presence, meaning that it is possible we could be compelled in subsequent court proceedings to give testimony as to matters which might otherwise be privileged from disclosure. Accordingly, where particularly sensitive and confidential matters are concerned, you should carefully evaluate whether to involve third parties in meetings or

telephone conversations. When in doubt, you should discuss the matter with us before any meeting or communication takes place in the presence of a third party.

9. File Retention and Destruction. Generally, at the conclusion of each matter, we will retain your legal files for a period of five years after we close the files. At the expiration of the five-year period, your legal files may be destroyed unless we are notified by you in writing to the contrary.

10. E-mailed Instructions. Because of the relative unreliability of e-mail communications, client instructions must be given to a lawyer in person or by telephone and are subject to the Firm's acceptance of the engagement and agreement on the fees as well as the deposit of any retainer required by the Firm. This policy encompasses, but is not limited to, client instructions to initiate, defend, intervene or otherwise participate in litigation.

Acknowledgment of Receipt and Agreement  
to the Above Terms:

UPPER UWCHLAN TOWNSHIP

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Title: