

A Resolution of Caln Township  
Chester County, Pennsylvania

Resolution 2021-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CALN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, ADOPTING THE 2021 SCHEDULE OF FEES FOR THE TOWNSHIP'S PROFESSIONAL CONSULTANTS WHICH MAY BE RECOVERED FROM APPLICANTS FOR LAND DEVELOPMENT AND SUBDIVISIONS PURSUANT TO SECTION 137-13 OF THE CALN TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE OF 1978, AS AMENDED.

WHEREAS, Act 206 of 2004 amended the Pennsylvania Municipalities Planning Code to authorize municipalities to be reimbursed for its Professional Consultants' costs relating to the review of and report on land development and subdivision applications; and

WHEREAS, on May 26, 2005, the Board of Commissioners enacted Ordinance No. 2005-6 which amended the Caln Township Subdivision and Land Development Ordinance of 1978, as amended, specifically Section 137-13 to require applicants of subdivision and land development applications to reimburse the Township for the Township's Professional Consultants' review fees; and

WHEREAS, the Board desires to adopt the Township's Professional Consultants' review fees;

NOW THEREFORE, BE IT RESOLVED, that the Caln Township Board of Commissioners hereby adopts the following fee schedules for review and reports made by its Professional Consultants on subdivision and land development applications, with said fee schedule to become effective on January 1, 2021.

**SOLICITOR: BUCKLEY, BRION, MCGUIRE & MORRIS LLP**

See attached rate schedule.

**TRAFFIC ENGINEER: ALBERT FEDERICO CONSULTING, LLC**

See attached rate schedule.

**STORMWATER CONSULTANT: ARRO CONSULTING INC.**

See attached rate schedule

**SEWER ENGINEERING CONSULTANT: GILMORE & ASSOCIATES, INC.**

See attached rate schedule.

**MUNICIPAL AUTHORITY SOLICITOR: LAMB MCERLANE PC**

See attached rate schedule.

The Township's Professional Consultants' fees are subject to change on an annual basis. The Township reserves the right to charge land development and subdivision applicants' hourly rate which is in effect with the Township when the Professional Consultants' services are performed provided such fees are consistent with the charges which the Professional Consultant charges to the Township.

In order to reimburse the Township for the Township's expense in administering the escrow account and processing payments to the Township's professional consultants, the Township shall impose an administrative fee of 3% of the amount of the Professional Consultants' invoice which is paid from the escrow account.

**DULY RESOLVED AND ADOPTED** this 14th day of January 2021.

ATTEST

ON BEHALF OF  
CALN TOWNSHIP  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Kristen Denne  
Township Secretary

\_\_\_\_\_  
Paul Mullin, President

RESOLUTION ACTION RECORD

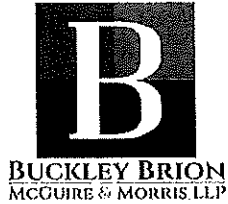
Resolution Type: \_\_\_\_\_ No. \_\_\_\_\_

Pertaining to: \_\_\_\_\_

Duly adopted at a meeting of the Board of Commissioners held: \_\_\_\_\_

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____ President: Mr. Mullin	_____	_____	_____	_____
_____ Vice President: Ms. Kennedy	_____	_____	_____	_____
_____ Commissioner Young	_____	_____	_____	_____
_____ Commissioner Tindaro	_____	_____	_____	_____
_____ Commissioner Evans	_____	_____	_____	_____



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

November 30, 2020

VIA EMAIL: [kdenne@calntownship.org](mailto:kdenne@calntownship.org)

Caln Township Board of Commissioners  
Attn: Kristen Denne, Township Manager  
253 Municipal Drive  
Thorndale, PA 19372

Re: Appointment as Solicitor for 2021

Dear Board members and Kristen:

Our Firm would be honored to continue to serve as solicitor to Caln Township for calendar year 2021. We respectfully request that the Board of Commissioners reappoint our Firm. If reappointed, our billing rates for 2021 will be \$205 per hour for attorney's time and \$90 per hour for paralegal time.

Please do not hesitate to contact me if you have any questions.

Very truly yours,  
*/s/ Kristin S. Camp*

Kristin S. Camp

KSC:mam



**ALBERT FEDERICO CONSULTING, LLC**

*Traffic Engineering and Mobility Solutions*  
133 Rutgers Avenue  
Swarthmore, PA 19081

November 10, 2020

*via email only*

Kristen Denne, Township Manager  
Caln Township  
253 Municipal Drive  
Thorndale, PA 19372

Re: Municipal Traffic Engineering Services  
Caln Township, Chester County

Ms. Denne:

It has been a pleasure working with you and your staff this year.

I look forward to continuing to support the Township in the new year. For 2021 Traffic Engineering Consulting services will continue to be provided at the current rate of \$150 per hour plus reimbursable expenses.

Please do not hesitate to contact me at [albert@federico-consulting.com](mailto:albert@federico-consulting.com) or 610.608.4336 should you have any questions or require additional information.

Sincerely,

Albert Federico, P.E., PTOE

cc: Raymond Stackhouse, Director of Building and Life Safety



West Chester Office  
1450 East Boot Road  
Building 100-B  
West Chester, PA 19380  
T 484-999-6150

**VIA ELECTRONIC MAIL**

December 3, 2020

Kristen Denne, Township Manager  
Caln Township  
253 Municipal Drive  
Thomdale, PA 19372

RE: 2021 Reappointment Request and Rate Schedule

Dear Ms. Denne:

We respectfully request to be reappointed as Township Engineer for calendar year 2021. Our 2021 rates reflect a 3% increase from 2020. Attached you will find a copy of ARRO's 2021 rate schedule.

I would like to take this opportunity to thank you for your continued confidence in ARRO. We truly appreciate the opportunity to be your business partner and look forward to serving and continuing our relationship with you for years to come.

As always, if you have any questions, or should you require any additional information, please do not hesitate to contact me via email at [bryan.kulakowsky@arroconsulting.com](mailto:bryan.kulakowsky@arroconsulting.com) or by phone at our West Chester office.

Sincerely,

Bryan D. Kulakowsky, P.E.  
Township Engineer

Attachments

BDK: ted

2021

**ARRO CONSULTING, INC.**  
**SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES**  
**CALN TOWNSHIP, CHESTER COUNTY, PA**  
**Calendar Year 2021**

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

Employee Name	Hourly Rate
Bryan D. Kulakowsky, P.E.	\$120.00

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	48.00
2	TECHNICIANS	60.00
3	DESIGNERS	68.00
4	PROJECT TECHNICIANS	73.00
5	PROFESSIONALS, SPECIALISTS	85.00
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS	112.00
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS	130.00
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS	133.00
9	MANAGING PROFESSIONALS	139.00
10	MANAGING PRINCIPALS	144.00

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**  
**CALN TOWNSHIP, CHESTER COUNTY, PA**  
**Calendar Year 2021**

<u><b>CLASSIFICATION</b></u>	<u><b>POSITION DETAIL</b></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: 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: 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

In consideration 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.

ARRO CONSULTING, INC.  
SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES  
CALN TOWNSHIP, CHESTER COUNTY, PA  
Calendar Year 2020

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

Employee Name	Hourly Rate
Bryan D. Kulakowsky, P.E.	\$115.00

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

CLASSIFICATION	POSITIONS	HOURLY RATE	2021
1	OFFICE & FIELD SUPPORT	46.00	-248
2	TECHNICIANS	58.00	-260
3	DESIGNERS	66.00	-268
4	PROJECT TECHNICIANS	71.00	-273
5	PROFESSIONALS, SPECIALISTS	83.00	-285
6	PROJECT PROFESSIONALS, SENIOR PROJECT TECHNICIANS	109.00	-312
7	SENIOR PROJECT PROFESSIONALS, PROJECT SPECIALISTS	126.00	-330
8	SENIOR PROFESSIONALS, SENIOR PROJECT SPECIALISTS	129.00	-333
9	MANAGING PROFESSIONALS	135.00	-339
10	MANAGING PRINCIPALS	140.00	-344

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.



2021 PROFESSIONAL SERVICES FEE SCHEDULE  
CALN TOWNSHIP & CALN TOWNSHIP MUNICIPAL AUTHORITY  
CHESTER COUNTY, PA

TITLE	RATE
Principal III	\$ 150.00
Principal II	\$ 145.00
Principal I	\$ 140.00
Consulting Professional V	\$ 135.00
Consulting Professional IV	\$ 130.00
Consulting Professional III	\$ 125.00
Consulting Professional II	\$ 120.00
Consulting Professional I	\$ 115.00
Design Technician V	\$ 110.00
Design Technician IV	\$ 105.00
Design Technician III	\$ 100.00
Design Technician II	\$ 95.00
Design Technician I	\$ 90.00
Construction Representative III	\$ 105.00
Construction Representative II	\$ 95.00
Construction Representative I	\$ 85.00
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.

LAMB | M C E R L A N E P C

ATTORNEYS AT LAW

Vincent M. Pompo  
Voice 610-430-8000  
Fax 610-692-6210  
vpompo@lambmcerlane.com

October 15, 2020

Caln Township Municipal Authority  
c/o Scot Gill, Director of Wastewater Operations  
Caln Township  
P.O. Box 72149  
Thorndale, PA 19372

Dear Scot:

I am pleased to advise that our firm does not intend to increase its hourly municipal attorney and paralegal rates for calendar year 2021 for general municipal legal services to Caln Township Municipal Authority. We trust this will be of comfort to the Authority given current uncertainties and budgetary constraints brought about by the COVID-19 pandemic. Our rate for partners and associates will remain \$220 per hour for our general municipal legal services. Our rate for paralegals will remain \$125 per hour. We reserve the right to request alternate rates for specialized legal services as they may arise from time to time, such as certain types of litigation and bond counsel services.

We greatly value the opportunity to be of service to Caln Township Municipal Authority, and to serve the public interest, and also appreciate your continued confidence in this firm.

If you have any questions, please do not hesitate to call.

Very truly yours,

LAMB MCERLANE PC

*/s/ Vincent M. Pompo*

By: \_\_\_\_\_  
Vincent M. Pompo

RESOLUTION ACTION RECORD

Resolution Type: \_\_\_\_\_ No. \_\_\_\_\_

Pertaining to: \_\_\_\_\_

Duly adopted at a meeting of the Board of Commissioners held: \_\_\_\_\_

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____ President: Mr. Mullin	_____	_____	_____	_____
_____ Vice President: Ms. Kennedy	_____	_____	_____	_____
_____ Commissioner Young	_____	_____	_____	_____
_____ Commissioner Tindaro	_____	_____	_____	_____
_____ Commissioner Evans	_____	_____	_____	_____