

**23. MOORE FARM  
REQUEST TO BE ADDED  
TO THE TOWNSHIP  
AGRICULTURAL  
SECURITY AREA**

Received

NOV - 1 2022

PA DEPARTMENT OF AGRICULTURE  
ABFP-14, REV. 4/2005

Lower Heidelberg Twp

PROPOSAL FOR THE CREATION OR MODIFICATION OF AN AGRICULTURAL SECURITY AREA

This form is to be completed by the landowner(s) who propose(s) to form an agricultural security area under the Agricultural Area Security Law (Act 43 of 1981). Three copies of this form, including the required map (see below) shall be submitted certified mail, return receipt requested, to the township in which the proposed agricultural security area is located. If the proposed area is located in more than one township (municipality) the proposal shall be submitted to all governing bodies affected. The tax parcel number may be obtained from the property tax notice or the county mapping office. If a number cannot be found, the deed reference numbers/account numbers of the property may be substituted. A map showing the boundary of the proposed agricultural area and boundaries of the properties owned by the undersigned landowners within the proposed agricultural security area should be attached to each copy of this form (A county tax map, US Geological Survey topographic map, or other map as specified by the local government). Properties owned by each petitioner shall be identified on each map. In case of joint ownership, all owners must sign the proposal.

LOCAL GOVERNMENT UNIT USE ONLY

DATE RECEIVED \_\_\_\_\_  
HEARING DATE \_\_\_\_\_  
ACTION DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
APPROVED W/O MODIFICATION  
MODIFIED, THEN APPROVED  
REJECTED

1. Location of the proposed area: Lower Heidelberg Township Berks County 2.  
(Township, Borough or City) (County)
3. Names and addressed of landowners proposing the area. Use additional paper with just columns if needed. Sig include the described land in the agricultural security area once it is approved.

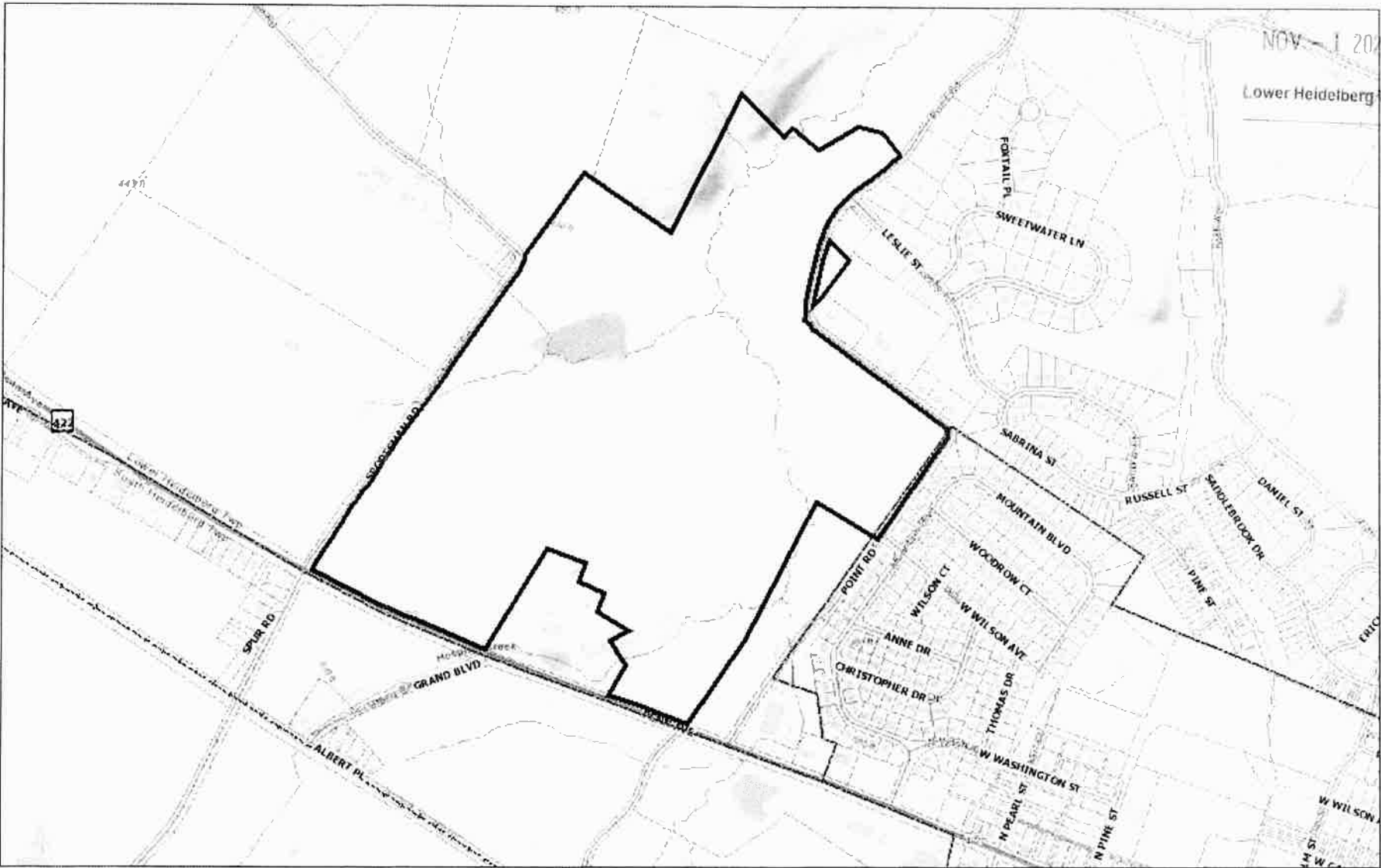
GALC  
GREAT VALLEY CONSULTANTS

23

Landowner's Name (PRINTED) and Signature (BELOW LINE)	Address (PRINT)		
Cynthia J. Moore	216 Point Road		
<i>Cynthia J. Moore</i>	Wernersville, PA 19565		

Moore 161.36 acres PROPID: 49436703019003 Lwr. Heidelberg Twp.

Received



May 18, 2022

Search by PROPID/UPI\_Query Result

Override 1

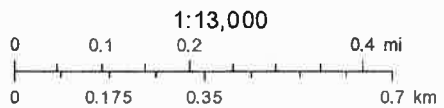
Parcels

☐ Berks County Municipal Boundaries

Roads

Main Road

Public/Private Lane



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

County of Berks  
County of Berks

**24. ENCROACHMENT  
AGREEMENT FOR 129  
GRANDE BLVD.**

## Pamela Stevens

---

**From:** Ryan Rhode <Rrhode@kraftengr.com>  
**Sent:** Friday, October 21, 2022 12:53 PM  
**To:** Pamela Stevens; Zakary Ruppert; Glenn Bertolet  
**Subject:** RE: 129 Grande Blvd

Pamela,

We have no issue with moving the agreement forward. Typically with this type easement we request that Kraft Code be contacted to view the fence holes before the fence is placed to make sure there is no damage to underground facilities.

Ryan

**From:** Pamela Stevens <pstevens@lowerhbtwp.org>  
**Sent:** Friday, October 21, 2022 11:57 AM  
**To:** Zakary Ruppert <zruppert@kraftengr.com>; Glenn Bertolet <Glenn.Bertolet@kraftcodeservices.com>  
**Cc:** Ryan Rhode <Rrhode@kraftengr.com>  
**Subject:** RE: 129 Grande Blvd

So can they encroach into the easement? Can the Encroachment Agreement be moved forward to the BOS???

Sincerely, Pamela Stevens  
Pamela J. Stevens  
Manager/Secretary/Treasurer  
Lower Heidelberg Township  
720 Brownsville Rd  
Sinking Spring, PA 19608  
610-678-3393 Office  
610-678-6626 Fax

*Confidentiality Notice: This e-mail is intended only for the individuals named. If you are not one of the named addressees, you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this message in error. Please then delete the e-mail from your system.*

**From:** Zakary Ruppert <zruppert@kraftengr.com>  
**Sent:** Wednesday, October 19, 2022 7:41 AM  
**To:** Glenn Bertolet <Glenn.Bertolet@kraftcodeservices.com>; Pamela Stevens <pstevens@lowerhbtwp.org>  
**Cc:** Ryan Rhode <Rrhode@kraftengr.com>  
**Subject:** RE: 129 Grande Blvd

Pamela,

I performed a field view of 129 Grande Blvd on September 27, 2022. Pictures of the field view are attached.

The easement along the eastern portion of the property appears to be for stormwater and sanitary sewer as outlined on the attached plan and deed capture. The easement appears to be for underground utilities and not a swale.

Please let me know if you have any questions.

Thanks,

## Pamela Stevens

---

**From:** Jonathan R. Long <jlong@bellwoarkelly.com>  
**Sent:** Friday, November 4, 2022 2:53 PM  
**To:** jonatanp0301@gmail.com  
**Cc:** Pamela Stevens  
**Subject:** Lower Heidelberg Fence Easement Encroachment Agreement  
**Attachments:** JPeralta Fence Encroachment Agreement.pdf

Good afternoon Mr. Peralta,

My name is Jonathan Long, my firm serves as solicitor for Lower Heidelberg Township. The Township received your permit application to erect a fence on your property, 129 Grande Blvd. As part of the application process, the Township will need you to execute a fence easement encroachment agreement, which is attached to this email. Please review the agreement and let me know if you have any questions. The Township will need you to sign the agreement (including having your signature notarized) and return it either to me via email, or deliver it to the Township building by noon on Friday, November 18<sup>th</sup>, so it can be included on the Board of Supervisors agenda for their November 21<sup>st</sup> meeting.

Please let me know if you have any questions.

Thank you,



Bellwoar Kelly

**Jonathan Long, Esq.**  
Partner, Bellwoar Kelly LLP

**Phone:**  
610-314-7066  
**Email:**  
jlong@bellwoarkelly.com

126 W. Miner Street  
West Chester, PA 19382

[www.bellwoarkelly.com](http://www.bellwoarkelly.com)



Prepared By: Andrew J. Bellwoar, Esquire  
Bellwoar Kelly, LLP  
126 W. Miner Street, #1  
West Chester, PA 19382

Return To: Andrew J. Bellwoar, Esquire  
Bellwoar Kelly, LLP  
126 W. Miner Street, #1  
West Chester, PA 19382

Property Address: 129 Grande Blvd.  
Sinking Spring, PA 19608  
Lower Heidelberg Township

### **DECLARATION OF EASEMENT ENCROACHMENT AGREEMENT**

This Agreement, made this \_\_\_\_ day of November 2022, by and between JONATAN PERALTA ("PERALTA"), 129 Grande Blvd., Sinking Spring, PA 19608, and LOWER HEIDELBERG TOWNSHIP, a Second Class Township having a principal office at 720 Brownsville Road, Sinking Spring, PA 19608 ("TOWNSHIP") (Collectively, the "PARTIES").

WHEREAS, PERALTA is the record owner of the property at 129 Grande Blvd., Sinking Spring, PA 19608, Parcel ID # 49-437704704711 ("SUBJECT PROPERTY"); and

WHEREAS, an existing twenty (20) foot-wide Township sanitary sewer easement, as well as an existing twenty (20) foot-wide Township drainage easement are located within a portion of the SUBJECT PROPERTY, as depicted in **Exhibit "A,"** attached hereto; and

WHEREAS, PERALTA desires to install and maintain a fence on the SUBJECT PROPERTY in the location outlined in **Exhibit "B,"** attached hereto, in a manner that will encroach upon the Township's above-identified storm drainage easement on the SUBJECT PROPERTY.

NOW THEREFORE, in consideration of the covenants herein contained, the PARTIES agree as follows:

1. TOWNSHIP does hereby grant permission to PERALTA to install a fence within the Township easements on the SUBJECT PROPERTY, provided, however, that the fence will not interfere with the function and maintenance of the TOWNSHIP easements, nor will it interfere with any maintenance of said easements. The fence shall be installed in compliance with all applicable TOWNSHIP Ordinances and regulations.

2. It is understood and agreed that, a fence post will not be installed more than five (5) feet into the easements along the northern portion of the SUBJECT PROPERTY. It is further understood and agreed that, a fence post shall be no closer than ten (10) feet from the center of the manhole cover, as depicted in Exhibit "A," attached hereto.

3. It is understood and agreed that, PERALTA shall continue to mow and maintain the area outside of the fence located within the boundaries of the SUBJECT PROPERTY.

4. It is understood and agreed that, in the event that the TOWNSHIP, its staff, its professional consultants, or individuals acting at the direction of the TOWNSHIP require the use of said easement for any purpose for which easement was created, PERALTA does hereby grant the right and permission to access the same, and, upon reasonable prior written notice from the TOWNSHIP (except in emergency circumstances, when the TOWNSHIP is granted permission to remove the fence), PERALTA agrees to remove any portion of the fence within the easement area in order for the TOWNSHIP, its staff, its professional consultants, or individuals acting at the direction of the TOWNSHIP to maintain, repair or otherwise utilize the same for the purpose for which it was created. It is further agreed that PERALTA shall be solely responsible for the costs of removal and re-installation of said fence and to continue sole maintenance of the same, holding the TOWNSHIP harmless with reference thereto.

5. All references to PERALTA shall be interpreted to incorporate PERALTA, his heirs, successors or assigns.

6. In the event that PERALTA sells, transfers or otherwise conveys the SUBJECT PROPERTY, PERALTA shall inform the purchaser or grantee of such conveyance of the ongoing requirement to adhere to this Agreement.

7. Except as expressly set forth herein to the contrary, the terms and conditions of or pertaining to the aforesaid easement shall continue in full force and effect.

8. This Agreement shall be recorded in the Recorder of Deeds office for Berks County, Pennsylvania and indexed therein against the name of JONATAN PERALTA, at his cost.

IN WITNESS WHEREOF, the PARTIES hereto have duly executed this Agreement the day and year aforesaid.

\_\_\_\_\_(SEAL)  
Signature  
Jonatan Peralta

**BOARD OF SUPERVISORS  
LOWER HEIDELBERG TOWNSHIP**

**Attest:**

\_\_\_\_\_  
Cheryl Johnson, Chair

\_\_\_\_\_  
Township Secretary



INDIVIDUAL ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA	:	
	:	§§
COUNTY OF BERKS	:	

On this, the \_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public, personally appeared **Jonatan Peralta**, satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

INDIVIDUAL ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA	:	
	:	§§
COUNTY OF BERKS	:	

On this, the \_\_\_\_ day of November 2022, before me, a Notary Public, personally appeared Cheryl Johnson, satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**EXHIBIT "A"**

**Diagram of the "SUBJECT PROPERTY"**

**Delineating the sanitary and drainage easements**

**EXHIBIT "B"**

**Diagram of the "SUBJECT PROPERTY"**

**Delineating the permitted fence location**

**25. 2023 BUDGET –  
AUTHORIZE TO  
ADVERTISE THE  
BUDGET**

# PLACE THIS AD ON NOVEMBER 22, 2022 FOR NOVEMBER 23, 2022 NEWSPAPER EDITION

## **LOWER HEIDELBERG TOWNSHP BUDGET ADVERTISEMENT NOTICE**

NOTICE is hereby given that the proposed 2023 Budget for Lower Heidelberg Township has been prepared and is available for public inspection at the Township Building, 720 Brownsville Road, Sinking Spring, PA 19608. A copy of the 2023 Budget may be examined without charge or obtained for a charge not greater than the cost thereof at the Township Building during regular business hours. Currently there are no proposed tax increases. Final adoption of the 2023 Budget shall take place no earlier than twenty (20) days from the date of this advertisement, anticipated to be at the regular Board of Supervisors meeting on December 19, 2022, at 7:00 p.m., and, in any event, shall be considered by the Board of Supervisors at a duly scheduled meeting no later than December 31, 2022.

Pamela Stevens, Manager/Sect/Treasurer  
Lower Heidelberg Township

**26. TEAMSTERS  
COLLECTIVE  
BARGAINING  
AGREEMENT 1/1/23  
THROUGH 12/31/25**

# **27. COMPENSATION TIME CASH-OUT FOR TEAMSTERS**



**Lower Heidelberg Township**  
**Compensation Time Buy-Out Request**

DATE: 11/4/22

EMPLOYEE: Tyler Balthaser  
( Please Print )

Please process my request to buy out accrued <sup>Comp</sup> vacation time of 5 days for 2022.

Employee Signature: Tyler Balthaser

Board Signature: \_\_\_\_\_

**Lower Heidelberg Township**  
**Compensation Time Buy-Out Request**

DATE: 11-4-22

EMPLOYEE: Matt Clay  
( Please Print )

Please process my request to buy out accrued <sup>Comp</sup>vacation time of 5 days for 2022.

Employee Signature: Matt Clay

Board Signature: \_\_\_\_\_

# **28. IPADS AND SHAREPOINT THROUGH MICROSOFT 365 FOR THE SUPERVISORS**

**29. AH MOYER  
RESTORATION  
REIMBURSEMENT AT  
240 ATLANTIC FOR  
SEWER REPAIR**



A. H. Moyer, Inc.  
820 E. Lincoln Avenue  
P.O. Box 247  
Myerstown PA 17067  
717 866-2103



## Service Invoice

Invoice#: 33232

Date: 10/14/2022

**Bill To:** Lower Heidelberg Township  
720 Brownsville Road  
Sinking Spring PA 19608

**Project:** 240 Atlantic Ave  
Sinking Spring PA 19608

Client Phone # 610 678-0818

Payment Due in  
10 Days



Customer PO#:

Description	Quantity	Unit Price	Ext Price
RESTORATIONS FROM PREVIOUS SEWER REPAIRS			
9/28/22			
LABOR	1.0000	360.000000	360.00
TRAVEL 11-15	1.0000	12.000000	12.00
EQUIPMENT	1.0000	180.000000	180.00
9/29/22			
LABOR	1.0000	650.000000	650.00
TRAVEL 11-15	1.0000	12.000000	12.00
EQUIPMENT	1.0000	250.000000	250.00
MATERIAL	1.0000	5.760000	5.76
10/06/22			
LABOR	1.0000	1,000.000000	1,000.00
TRAVEL 11-15	1.0000	12.000000	12.00
EQUIPMENT	1.0000	110.000000	110.00
MATERIAL	1.0000	535.470000	535.47
10/11/22			
LABOR	1.0000	560.000000	560.00
TRAVEL 11-15	1.0000	12.000000	12.00
EQUIPMENT	1.0000	243.000000	243.00
MATERIAL	1.0000	264.110000	264.11

A service charge of 18.00 % per annum will be charged on all amounts overdue on regular statement dates.

Any invoice over 30 days past due will be subject to a late fee of \$25.00

**Thank you in advance for your prompt payment!**

Please remit payment to P.O. Box 247 Myerstown, PA 17067

Non-Taxable Amount:	4,206.34
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>\$4,206.34</b>

**30. ARRO PROPOSAL  
FOR SERVICES FOR  
SANITARY SEWER  
OPERATION AND  
MAINTENANCE  
SERVICES**

## PROFESSIONAL SERVICES AGREEMENT

1022-PS01

Lower Heidelberg Township  
720 Brownsville Road  
Sinking Spring, PA 19608

and ARRO Water Services, LLC  
108 West Airport Road  
Lititz, PA 17543

November 2, 2022

The purpose of this Agreement is to form the basis for ARRO Water Services, LLC (ARRO) to provide contract operations and maintenance services to Lower Heidelberg Township (Client) for the normal operation and maintenance of the Wastewater Treatment Facility (Facility) described herein, including staffing assistance, operator licensing, sample coordination, troubleshooting of process control problems, record keeping, and other miscellaneous items, requisite to maintain the Facilities' operation within the applicable rules and regulations of the Pennsylvania Department of Environmental Protection (PA DEP). ARRO will provide the services identified in the Scope of Services below.

### SCOPE OF SERVICES

Facility is defined as the Client's wastewater treatment pump station system located at the Wastewater Treatment Facility located in Lower Heidelberg Township, PA. This Agreement is based on no expansion or modifications being made to the Facilities during the term of this Agreement.

#### A. Pump Station - Basic Services

1. Provide one (1) operator to provide one (1) day per week for a maximum of 4.0 hours per day of onsite meter readings, operation and maintenance coverage of the Facilities under normal operating conditions. Provide a qualified stand-by operator to serve as a back-up to the operator normally assigned to the Facilities. Post copy of valid license certificates on Facility premises for duration of Agreement.
2. Develop an inspection checklist and record pump hours and conditions.
3. Check wet-well baskets and check valves, clean as required.
4. Check floats and clean as required.
5. Initial Program of emergency auto-dialer and verify proper operation weekly.
6. Perform general house-keeping to interior of facilities.
7. Check generator to verify automated exercise has occurred weekly.
8. Perform routine preventive maintenance on facilities including inspection of equipment, adjustment of belt tensioning and alignment, oil changes, equipment lubrication, exclusive of snow removal and grass cutting, with said parts invoiced directly to the Client.
9. Advise Client of abnormal (those which deviate significantly from the current, usual daily flow and organic loads, caused by weather deviation or equipment malfunction) situation(s) observed at the Facilities, and recommend an action plan.
10. Upon written approval, order and maintain spare parts, supplies, and chemicals as required to maintain proper operation of the Facilities. This Agreement is based on said costs being invoiced directly to Client, with payment of said invoices the responsibility of Client.
11. Utilize inspection and preventive maintenance system for Facilities equipment. Document maintenance performed. Make maintenance records available for

inspection by Client at all reasonable times during normal daylight office hours and upon 24 hours advance notice to ARRO.

12. In the event of equipment malfunction or failure observed during regular system checks, classify equipment malfunction or failure as routine or non-routine, report problem(s) to Client, and take necessary action(s) to restore the Facilities to normal (current, usual daily flow and organic loads) operation in a minimum amount of time. This Agreement is based on routine being defined as those instances that the ARRO operator can handle on-site during normally-scheduled shift using tools, equipment, and spare parts available on-site and non-routine being defined as all other instances.

In instances defined as routine, make repair(s) to correct equipment malfunction or failure.

Arrange for non-routine repairs of equipment by an outside, factory-authorized qualified repair shop or make arrangements for on-site service call. If needed, coordinate equipment removal, transport, and reinstallation by outside firm. This Agreement is based on Client being responsible for all removal, transport, repair, and reinstallation costs.

13. Provide monthly and annual reports to include daily flow recordings and a summary of any non-routine services provided.
14. Coordinate annually with a service contractor to calibrate the pump run time or flow meter. This Agreement is based on said costs being invoiced directly to Client, with payment of said invoices the responsibility of Client.
15. Coordinate with an approved contractor to empty, clean and remove debris to an off-site, approved disposal site as needed. This Agreement is based on said costs being invoiced directly to Client, with payment of said invoices the responsibility of Client.
16. Inspect and clean Meter Flumes weekly.
17. Record flume meter readings weekly and provide in monthly report
18. Calculate any flow irregularities and discuss with Supervisor immediately.

#### **B. Miscellaneous On-Call Services**

Miscellaneous On-Call Services, outside the scope described in Basic Services, will be billed on time and expenses basis in accordance with the Compensation section of this Agreement.

1. Provide 24-hour emergency response service, invoiced at a three-hour minimum, to provide on-call coverage of the Facility in the event of an equipment, power failure, or other emergency. Implement a back-up schedule as needed to provide continued and uninterrupted coverage of the Facility utilizing qualified operators.
2. Provide operator interface with regulatory agencies as required.
3. Attend meetings if requested.
4. Remain on-call to render assistance when the Facility is not operational.
5. Provide additional qualified operator(s) on-site during regularly assigned operator's normally-scheduled shifts.
6. Assist Client in planning, coordinating, and conducting Facility service outages.
7. Assist Client in maintenance and repair of collection or distribution system if requested by Client.
8. Assist Client in the maintenance and repair of the Facility when such maintenance and repair is beyond the routine services described in the Basic Scope of Services.



**C. Quarterly Water Meter Readings**

1. Perform Quarterly Water Meter Readings and provide data within five (5) calendar days after end of quarterly billing cycle.

**Specific Services Excluded**

Services not set forth within the Scope of Services are specifically excluded, including:

1. Purchase or repair of laboratory testing equipment, automatic samplers, or flow meters.
2. Utility services, including but not limited to, electric, telephone, fuels, water, and sewer.
3. Emergency generator units, computer control systems, and instrumentation repair or maintenance, if applicable.
4. Service and/or expenses incurred due to problems associated with or resulting from construction.
5. Provision of laboratory equipment, testing apparatus, or instruments, including pH meter, chlorine residual meter, and flow meter.
6. Maintenance of and snow removal from access roads, and grass cutting in and around the Facility.
7. Preparation and/or submittal of sampling plan and/or reports to PA DEP, U.S. EPA, or other regulatory agencies.
8. Maintenance, supply, and equipment costs.
9. Laboratory analysis costs.
10. Non-routine repair of failed equipment.
11. Maintenance of, replacement of, and/or repairs to the Facility resulting from a strike, work stoppage, or slowdown on the part of Client's employees and from any cause beyond the reasonable control of Client or ARRO 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; other strikes; embargoes; wars; political strife; riots; delays in transportation; or fuel, power, materials, or labor shortages.
12. Responsibility associated with, damages, or fines/penalties associated therewith not directly attributed to ARRO's negligence.

**TERM OF AGREEMENT**

This Agreement shall become effective when signed by the authorized representatives of both parties hereto. ARRO shall commence providing the services on the first day of the month following execution by both parties. This Agreement shall remain in effect for until December 31, 2023, unless extended as provided herein, so long as payment is provided by Client to ARRO, in accordance with this Agreement.

At the end of the initial term, this Agreement shall be automatically renewed for successive 12-month terms, unless (i) Client gives written notice to ARRO at least thirty (30) days prior to the termination date, or (ii) ARRO gives written notice to Client at least ninety (90) days prior to the termination date.

This Agreement can be terminated (i) on ninety (90) days written notice by either party without cause, or (ii) on thirty (30) days' written notice by either party in the event of a material breach by the other party which remains uncured as of the date of termination. In the event of termination, ARRO shall be compensated for services performed and expenses incurred in accordance with this Agreement up to the date of termination.

Upon receipt of termination notice, ARRO shall continue to operate and maintain the Facilities in accordance with the terms and conditions of this Agreement for the duration of the 30-day notice period provided that payment for invoices submitted up to the date of notification is received by ARRO within seven (7) calendar days of said date. During the applicable notice period, invoices for regular service will be submitted monthly. Payment terms are net seven (7) days. If payment is not received within seven (7) days of applicable due date(s) described in this section, all obligations of ARRO shall cease effective the end of the seventh day. Any costs incurred by ARRO, including reasonable attorney fees and other direct costs associated with undisputed debt collection, shall be paid by Client.

Notices with respect to termination shall state the reason for termination and shall be sent via certified mail, return receipt requested, to:

ARRO Water Services, LLC  
108 West Airport Road  
Lititz, PA 17543

The U.S. Postal Service date stamp shall establish the effective date of notification.

#### **CLIENT'S RESPONSIBILITIES**

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
2. Arrange for access to and make all provisions for ARRO to enter upon public and private property as required for ARRO to perform its services. Perform services relative to routine maintenance, snow removal, grass cutting, weed control, and general building and grounds maintenance.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the Facility, and such approvals and consents from others as may be necessary for completion of the services described in this Agreement.
4. Assist ARRO by placing at its disposal all available information pertinent to the Facility including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ARRO, obtain advice of an attorney, insurance counselor, and other consultants as Client deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ARRO.
6. Provide such accounting, legal, and insurance counseling services as may be required by Client for the Facilities or as ARRO may reasonably request with regard to legal, accounting, and insurance issues pertaining to the Facility.
7. Give prompt written notice to ARRO whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARRO's services or becomes aware of any unsatisfactory performance by ARRO.
8. Agree not to offer employment to or to hire any and all ARRO staff assigned to perform services described in this Agreement during the term of the Agreement and for one (1) year thereafter.
9. Pay all operations and maintenance repair costs for items outside the Basic Scope of Services.
10. Pay cost of electric power, water supply, fuels, telephone, and sanitary sewer.
11. Maintain all easements, license, and equipment warranties for mutual benefit of both parties.

## **INSURANCE REQUIREMENTS**

Throughout the life of this Agreement, ARRO shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in the Commonwealth of Pennsylvania and rated not less than A- in Best Insurance Key rating Guide, the following policies of insurance:

- i. Commercial general liability insurance, including property damage liability and personal injury liability of not less than \$1,000,000 for each occurrence and a \$2,000,000 minimum aggregate amount.
- ii. Automobile bodily injury liability insurance of not less than \$500,000 each person; \$500,000 each occurrence.
- iii. Statutory Workman's Compensation and employer's liability insurance.
- iv. Professional liability insurance covering damages to the Client and others resulting from errors or omissions of ARRO of not less than \$5,000,000.

All policies of commercial general liability insurance required hereunder shall name the Client, its officers, supervisors and employees as additional insured's.

Certificates of insurance shall state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by U.S. certified mail, return receipt requested, has been given to the Client.

## **COMPENSATION**

### **A. Basic Services**

In consideration of the Basic Services performed by ARRO in accordance with this Agreement, Client shall pay to ARRO a lump sum fee of One Thousand, One Hundred and Forty-Eight Dollars (\$1,148.00) per month for labor and travel expenses. In the event that such Basic Services are altered by a modification of this Agreement, the parties hereto, shall, at the time of such modification, also agree to an equitable adjustment in the lump sum stated above.

In the event commencement or termination of the Agreement occurs during the course of a month, Client shall pay a pro-rata amount of the monthly lump sum fee based upon the number of calendar days elapsed.

### **B. Miscellaneous On-Call Services**

In consideration of the Miscellaneous On-Call Services performed by ARRO in accordance with this Agreement, Client shall pay ARRO on a time and expenses basis in accordance with ARRO Water Services, LLC's Schedule of Hourly Rates and Charges, a copy of which is attached for calendar year 2022 and 2023. Miscellaneous On-Call Services work performed in subsequent years shall be at the rates and charges applicable to that year, a copy of which will be furnished to Client upon request.

Client will reimburse ARRO for all expenses incurred, including all applicable state and local taxes. Reimbursable expenses include, but are not limited to: travel and living expenses of ARRO employees when engaged at the Facility away from their home office, long distance telephone charges, telegraph and facsimile charges, postage, charges for the following: printing, reproduction, electronic data processing, and the use of ARRO and employees'

automobiles, in accordance with ARRO's standard rates, and the services of outside consultants or specialists, at cost plus fifteen percent (15%).

**C. Adjustments**

Basic Services fees for subsequent years will be adjusted annually at the time the Agreement Invoices shall be rendered monthly, and shall be paid within thirty (30) days of the date of the invoice.

**THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF THIRTY (30) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME ARRO RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.**

**THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.**

**Lower Heidelberg Township**

**ARRO Water Services, LLC**

**BY:**

**BY:**



**Printed Name:**

**Jason Coyle, L.O.**

**TITLE:**

**TITLE:**

**Director of Operations**

**DATE:**

**DATE:**

**November 2, 2022**

**Client's Designated Representative:**

**ARRO WATER SERVICES, LLC**  
**SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES**

Calendar Year 2022

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

<u>CLASSIFICATION</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
1	OFFICE SUPPORT/CLERICAL	50.00
2	ASSISTANT OPERATOR	58.00
3	OPERATOR I	69.00
4	OPERATOR II	77.00
5	SENIOR OPERATOR	84.00
6	OPERATIONS MANAGER I	102.00
7	OPERATIONS MANAGER II	125.00
8	OPERATIONS MANAGER III	137.00
9	PROJECT PROFESSIONALS	161.00
10	SENIOR PROFESSIONALS	174.00

II. 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 & MATERIALS	NET COST PLUS 15%

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

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

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

VI. CHARGES ARE SUBJECT TO REVISION.

**All services performed by ARRO Water Services, LLC are performed in accordance with and subject to the attached Standard Terms and Conditions. ARRO Water Services, LLC 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 WATER SERVICES, LLC**  
**SCHEDULE OF HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES**

Calendar Year 2023

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

<u>CLASSIFICATION</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
1	OFFICE SUPPORT/CLERICAL	60.00
2	ASSISTANT OPERATOR	64.00
3	OPERATOR I	71.00
4	OPERATOR II	79.00
5	SENIOR OPERATOR	87.00
6	OPERATIONS MANAGER I	105.00
7	OPERATIONS MANAGER II	129.00
8	OPERATIONS MANAGER III	141.00
9	PROJECT PROFESSIONALS	166.00
10	SENIOR PROFESSIONALS	179.00

- II. 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 & MATERIALS	NET COST PLUS 15%

- III. STATEMENTS WILL BE RENDERED MONTHLY AND ARE PAYABLE UPON RECEIPT.
- IV. CERTIFICATES OF INSURANCE COVERAGE WILL BE SUPPLIED UPON REQUEST.
- V. EXCEPTIONS TO OR DEVIATION FROM ANY OF THE FOREGOING TERMS SHALL BE VALID ONLY AS SPECIFICALLY AND MUTUALLY AGREED UPON.
- VI. CHARGES ARE SUBJECT TO REVISION.

**All services performed by ARRO Water Services, LLC are performed in accordance with and subject to the attached Standard Terms and Conditions. ARRO Water Services, LLC 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 WATER SERVICES, LLC  
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 facility operator 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 assignment, given the information provided by the Client or known to ARRO about the assignment's nature and risks and current laws, codes, regulations, standards and permit conditions in effect thirty (30) days prior to the date of this 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 this 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 subconsultants, 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 subconsultors. 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 (1.0%) 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 assignment 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**

Unless provided otherwise elsewhere in this Agreement, 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. 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 entities involved in the maintenance or operation of the Client's facilities to carry out the intent of this paragraph.

**19. 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.



# **OLD BUSINESS AND NEW BUSINESS**