



**BOROUGH OF AMBLER
COUNCIL WORK SESSION
SEPTEMBER 1, 2026
7:00 p.m.**

***All matters that are deliberated could result in
a vote to take official action.***

I. CALL REORGANIZATION MEETING TO ORDER (HONORABLE MAYOR JEANNE SORG)

- a. NOMINATION & ELECTION OF PRESIDENT (Mayor opens the floor for nominations)
- b. NOMINATION & ELECTION OF VICE PRESIDENT (Mayor opens the floor for nominations)
- c. NOMINATION & ELECTION OF PRESIDENT PRO TEM (Gavel is passed to new President, floor opens)

II. MAYOR'S MOMENT (CONFIRMED APPOINTMENTS):

- a. DENISE VALERIO, SERVICE TO AMBLER
- b. LOCHLAN & SAMANTHA AMBLER, HONORARY VISITORS

III. MINUTES FOR REVIEW:

- a. AUGUST 19, 2026, COUNCIL BUSINESS MEETING

IV. COMMITTEE REPORTS (WITH PUBLIC COMMENT ON AGENDA ITEMS ONLY):

- a. ADMINISTRATION & FINANCE
- b. CODE ENFORCEMENT & PLANNING
- c. PARKS, RECREATION, & COMMUNITY RELATIONS
- d. PUBLIC SAFETY
- e. PUBLIC WORKS

V. OPEN PUBLIC COMMENT PERIOD.

VI. ADJOURNMENT.



AMBLER BOROUGH COUNCIL MEETING Minutes

August 18, 2026

7:00 PM

I. CALL TO ORDER

Vice President Lou Orehek called the Ambler Borough Council meeting of August 18, 2026, to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

Vice President Orehek led the pledge of allegiance.

III. ROLL CALL

Present at the meeting were: Mr. Orehek, Ms. Sheedy, Ms. Henderson, Ms. Roecker Coates, Mr. Hui, Mr. Brubaker, Ms. Morrison Daku, Ms. Pavlovic, Mayor Sorg, Police Chief Jeff Borkowski, Borough Manager Kyle Detweiler, Solicitor Glassman, Solicitor Osborne. Ms. Iovine was absent.

IV. Confirmed Appointments – None.

Citizens Comments – Agenda Items only.

Mary Spross 366 Forest Ave brought to attention the issues with the EV Chargers on Poplar St. and Race St.

Mark Stepman 237 N. Spring Garden St. offered tree planting encouragement through the EAC.

Erin Endicott 401 Edgewood Dr. offered advice on storm water management from a personal perspective and gave some recommendations.

Annalee Lapinski 136 Rosemary Ave. asked the Chief about the drop in Burglary calls. Chief responded that there is no significant reason for the decline.

VIII. Motion Minutes for Consideration – July 21, 2026, Council Business Meeting.

Carried 8 – AYE

IX. Finance Director's Report

A written report was submitted for the record.

Ms. Sheedy commented that the police salary appeared to be high, and if they needed to allocate more funds in the Budget.

Mr. Detweiler explained that the existing fund will cover the additional expenses.

Mr. Orehek asked a question regarding the online water service.
Mr. Detweiler clarified.

X. POLICE DEPARTMENT REPORT

A written report was submitted for the record.

Ms. Roecker Coates gave a shout out for the drop in vandalism.
The Chief responded that additional patrols appear to be helping.

Mr. Hui commented that he has observed the Police interacting with the public more at Knight Park.

MS. Daku asked about the parking report and how to go about getting validation for your vehicle.
Officer Nasobkow explained the process.

Ms. Roecker Coates commended the PD for their handling of a dog rescue and a Domestic Dispute deescalation.

Mr. Orehek asked a ride along question
The Chief explained.
Discussion ensued.

Mr. Orehek asked about Flock Cameras and if we had them in the Borough.
Chief explained that we have a Viper System which is different.
Discussion ensued.

XI. FIRE DEPARTMENT REPORTS

A written report was submitted for the record.

XII. INTERDEPARTMENT REPORTS

A. Public Works Department

A written report was submitted for the record.

Ms. Sheedy reminded us that the ribbon cutting for the multi-purpose courts is scheduled for August.

B. Water Department Report

A written report was submitted for the record.

Mr. Orehek thanked Mr. Smallberger for the tour of the water facilities.

C. Wastewater Treatment Plant Report

A written report was submitted for the record.

Mr. Orehek asked a question regarding the pump purchase being voted on.
Mr. Evans explained the purchase and installation.

D. Code Enforcement Report

A written report was submitted for the record.

Ms. Sheedy asked about the storm water 2-D model.
Timothy Brennan from Gannet Fleming explained how it is utilized.

Ms. Roecker Coates asked about the Grant deadline for the sidewalk improvements and what is necessary to utilize the funds.

Timothy Brennan from Gannett Fleming responded that we are most likely not going to be able to meet the current deadline because it made the project more complicated and costly than expected.

Mr. Kucher explained in more detail how the funds could be re-allocated.
Discussion ensued.

Ms. Henderson asked a question regarding the new developments being planned and Storm water management.

Mr. Glassman explained the legal process for land development.

Ms. Daku had a timeline question.
Mr. Detweiler explained the foundation of the multi-year plan.

1. Stormwater capital projects/Fact sheet
2. Planning Commission Meeting update.

Mr. Kucher reminded us of the planned meeting regarding the Comprehensive Plan scheduled for Tuesday Sept. 2 in the gym at Borough Hall.

E. Manager's Report- Kyle Detweiler

A written report was submitted for the record.

Mr. Detweiler reminded us of the American Red Cross Blood Drive to be held in Borough Hall August 25th from 1-6.

Mr. Detweiler commented regarding the Engineers report - that there are a lot of projects under review currently. He gave a brief report synopsis of the projects currently underway at the WWTP.

XV. PROFESSIONAL CONSULTANTS' REPORTS

A. Borough Engineer's Report – Theresa Funk, GFT Inc.

A written report was submitted for the record.

B. Wastewater Treatment Plant Engineer's Report – William Brown, HRG Inc.

A written report was submitted for the record.

XVI. COUNCIL COMMITTEE REPORTS:

A. Administration & Finance – Karen Sheedy, Chair

B.

1. Motion – Approval of the July 2026 Bill Payment List - \$595,704.96 **Carried 8 – AYE**
2. Resolution 2026-14 - PA Strategic Investment to Enhance State Grant. **Carried 8 – AYE**

C. Code Enforcement & Planning – David Hui, Chair

D. Parks, Recreation & Community Relations – Jennifer Henderson, Chair

1. Fall 2026 Resident tree planting Program (EAC)

E. Public Safety – Redmond Brubaker, Chair

1. Motion for consideration of Wissahickon Fire Station paving bids. **Carried 8 – AYE**

F. Public Works – Lou Orehek, Chair

1. Motion to approve replacement Motor of WWTP pump No. 1 **Carried 8-AYE**

XIV. Other Business

Public Comment:

Erin Endicott 401 Edgewood reminded everyone of the Scarecrow festival at the Community Garden.

Mr. Brubaker inquired regarding the process to conduct a reorganization meeting.

Mr. Glassman explained that the request either had to come from the President or Council.

A vote was taken to hold a reorganization meeting **Carried 6- AYE, 2 Abstained**

Mr. Orehek made the motion to Adjourn the meeting at 7:45. **Carried 8-AYE**

ADJOURNMENT

CODE ENFORCEMENT & PLANNING

Committee Members: – David Hui - Chair, Nancy Roecker Coates and Lindsey Morrison Daku.

The Committee will not consider any recommendations at this time.

There are no action items at this time.

Items For Consideration:

1. There will be a Public Hearing on September 15th, regarding the Flats at Ambler Station, for Conditional Use. Legal Advertisement **Enclosed**.



LEGAL NOTICE

Notice is hereby given that the Ambler Borough Council will hold a public hearing on September 15, 2026, at 7:00 p.m., at the Ambler Borough Hall, 131 Rosemary Avenue, Ambler, PA 19002, to consider the conditional use application of BT Ambler, LLC, Owner of certain real property located at 100-112 West Butler Avenue, consisting of three (3) parcels, and 19 South Chestnut Street, 23 South Chestnut Street, and 27 South Chestnut Street (collectively, the "Property"), further identified as Montgomery County Tax Parcel Numbers 01-00-02945-00-6, 01-00-02945-10-5, 01-00-00745-00-1, 01-00-01138-00-4, 01-00-01126-00-7, and 01-00-01123-00-1, respectively. The application seeks conditional use approval to construct and operate a transit-oriented development ("TOD") with 231 multifamily dwellings, 5,000 square feet of retail operations, 37,000 square feet of office space operations, and 510 off-street parking spaces on the Property, pursuant to §27-2703.E(3)(a) of the Ambler Borough Zoning Ordinance. The Borough Council will consider testimony and evidence from the Applicant and any interested parties and/or residents at the hearing regarding the application, public comment, and such other information on the application as comes before the Board.

Comments or questions are encouraged to be submitted in advance of the meeting to code@borough.ambler.pa.us. If a member of the public would like to participate but requires assistance or accommodation, please contact the Borough at code@borough.ambler.pa.us or 215-646-1000, extension 112, prior to 10:00 a.m. the day of the meeting.

Copies of the full conditional use application are available to be viewed at the Ambler Borough Hall during normal business hours.

AMBLER BOROUGH
BOROUGH COUNCIL
131 Rosemary Avenue
Ambler, PA 19002
Melissa A. Osborne, Esquire
Borough Solicitor

ADMINISTRATION & FINANCE

Committee Members: Karen Sheedy – Chair, Jennifer Henderson and Redmond Brubaker.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. Progress Update – Estimated Timeframe for Final Audit Report for Council Approval

Items For Consideration:

1. Proposed Hybrid Tax Claim Bureau Ordinance. (**Enclosed**)



BOROUGH OF AMBLER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF AMBLER BY AMENDING CHAPTER 24 [TAXATION, SPECIAL], PART 1 [REAL ESTATE TAX], BY CREATING SECTIONS 104 [ALTERNATIVE COLLECTOR], 105 [INTEREST CHARGED], 106 [REASONABLE CHARGES, EXPENSES AND FEES], AND 107 [ENABLING] TO CREATE A PENALTY, INTEREST AND FEE SCHEDULE FOR COLLECTION OF DELINQUENT REAL ESTATE TAXES

CERTIFICATION

I, KYLE DETWEILER, BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT I AM THE BOROUGH MANAGER IN AMBLER BOROUGH, MONTGOMERY COUNTY, PA AND THAT ATTACHED HERETO IS A TRUE AND COMPLETE CORRECT COPY OF ORDINANCE NO. _____.

Kyle Detweiler, Borough Manager
_____, 2026

ENACTED: _____

BOROUGH OF AMBLER

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF AMBLER BY AMENDING CHAPTER 24 [TAXATION, SPECIAL], PART 1 [REAL ESTATE TAX], BY CREATING SECTIONS 104 [ALTERNATIVE COLLECTOR], 105 [INTEREST CHARGED], 106 [REASONABLE CHARGES, EXPENSES AND FEES], AND 107 [ENABLING] TO CREATE A PENALTY, INTEREST AND FEE SCHEDULE FOR COLLECTION OF DELINQUENT REAL ESTATE TAXES

WHEREAS, The Borough Council of Ambler Borough is duly empowered by the Pennsylvania Borough Code, 8 Pa.C.S. § 101 *et seq.*, to enact certain regulations relating to the public health, safety and welfare of the residents of Ambler Borough;

WHEREAS, it is necessary and prudent for Ambler Borough to recover promptly its levied and unpaid delinquent real estate taxes, and if necessary, to accomplish such recovery through legal proceedings; and

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. §7101, *et seq.* (the “MCTLA”), authorizes the addition of interest, costs, charges, expenses and fees, including reasonable attorney fees, to the total payable with respect to unpaid taxes; and

WHEREAS, The Borough Council of Ambler Borough has determined that it is in the best interest of all taxpayers and residents to enforce the payment of delinquent real estate taxes; and

WHEREAS, The Borough Council of Ambler Borough has determined that the addition of interest, costs, charges, expenses and fees to the total payable with respect to unpaid taxes is reasonable and just

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED by the Ambler Borough Council that the Borough’s Code is amended as follows:

SECTION 1. **Amendment To Chapter 24 [Taxation, Special], PART 1 [REAL ESTATE TAX], by Creating Sections 104 [Alternative Collector], 105 [Interest Charged] 106 [Reasonable Charges, Expenses and Fees], and 107**

[Enabling] to Create a Penalty, Interest and Fee Schedule for Collection of Delinquent Real Estate Taxes

The Code of the Borough of Ambler, Chapter 24 [Taxation, Special], Part 1 [Real Estate Tax], by Creating Sections 104 [Alternative Collector], 105 [Interest Charged], 106 [Reasonable Charges, Expenses and Fees], and 107 [Enabling] to Create a Penalty, Interest and Fee Schedule for Collection of Delinquent Real Estate Taxes as follows:

Chapter 24 [Taxation, Special]

§ 24-104 Alternative Collector.

In addition to the authorization for the collection of taxes and institution of tax sales authorized by the Real Estate Tax Sales Law ("RETSL"), 72 P.S. §5860.201 et seq, the Montgomery County Tax Claim Bureau is appointed as alternative collector and is authorized and directed to file liens for existing delinquent real estate taxes with the Prothonotary of Montgomery County in accordance with the provisions of the Municipal Claims and Tax Liens Act, 53 P.S. §7101, et seq.

§ 24-105 Interest Charged.

In accordance with the MCTLA and RETSL, interest shall be charged on taxes so returned from and after but not before the first day of the month following the return. Interest shall be charged at the rate of nine per centum (9%) per annum.

§ 24-106 Reasonable Charges, Expenses and Fees.

Pursuant to Section 7106 of the MCTLA, it is hereby established that the reasonable charges, expenses and fees incurred in the collection of any delinquent account under the MCTLA are hereby fixed at five percent (5%) of the total amount of the delinquent taxes (including interest and penalties), and that additional reasonable attorney's fees incurred in the collection of any delinquent taxes shall be fixed at one percent (1%) of the total amount of the delinquent taxes (including interest and penalties), and that said charges for attorney's fees and for all charges, expenses and fees set forth herein, shall be paid to the County of Montgomery through the Montgomery County Tax Claim Bureau in lieu of payment of commission pursuant to Section 207 of RETSL.

§ 24-107 Enabling.

The proper officials of the Borough of Ambler are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Ordinance.

SECTION 3. Repeal and Ratification.

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the Borough’s Code unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 4. Severability.

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately after enactment.

ORDAINED AND ENACTED this _____ day of _____ 2026, by the Borough Council of Ambler.

**AMBLER BOROUGH
BOROUGH COUNCIL**

[Seal]

ELIZABETH M. IOVINE, *Council President*

Attested by:

Kyle Detweiler, *Borough Manager*

PARKS, RECREATION, & COMMUNITY RELATIONS

Committee Members: Jennifer Henderson - Chair, David Hui and Lindsey Morrison Daku.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. Improvements at Ricciardi Park.
2. Update on Uniform Park Signage.

Community Relations/Public Service Announcements:

1. Comprehensive Plan Open House – September 22, 2026, at 6:00 p.m. inside Borough Hall Gym.



PUBLIC SAFETY

Committee Members: Redmond Brubaker - Chair, Nancy Roecker Coates, and Tracy Pavlovic.

The Committee will not consider any recommendations at this time.

There are no action items at this time.

Items For Consideration:

1. Bids for parking lot improvements at Wissahickon Fire Station will be re-advertised. **(Enclosed)**



ADVERTISEMENT FOR BIDS

The Borough of Ambler will receive sealed bids online for the Wissahickon Fire Company 245 E Race Street Parking Lot Resurfacing, Exterior Ramp, and Overhang Project Contract 26-03. Sealed bids may be submitted and updated via the PennBid Program until 10:00 AM prevailing time on September 10, 2026.

The work generally consists of sitework associated with the replacement of underground drainage piping, installation of a new water service including a meter pit and repaving of the parking lot and exterior ramp and overhang at the Wissahickon Fire Company at 245 E Race Street. All work is to be done in strict accordance with the Project Manual and Drawings.

All Bid Documents and solicitation details are available at no cost at PennBid <https://pennbid/.bonfirehub.com>. Click on “Open Public Opportunities” tab and search “Ambler”.

The project is subject to applicable provisions of Act 442, Pennsylvania Prevailing Wage Act as amended and prevailing minimum wage rates issued by the Pennsylvania Department of Labor and Industry.

No Bidder may withdraw his/ her/ their bid within sixty (60) days of the opening of the bids.

The Borough of Ambler reserves the right to reject any and all bids for any cause whatsoever, to eliminate any item or items from the contract and to waive any informality in the bids.

By order of: Kyle Detweiler, Manager

Owner: Borough of Ambler

Dated: August 2026

PUBLIC WORKS

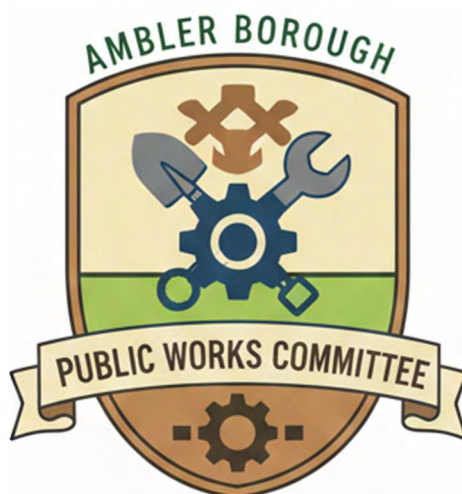
Committee Members: Lou Orehek– Chair, Karen Sheedy, and Tracy Pavlovic.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. Proposed Work Plans for Copper & Aluminum Studies, NPDES Permit Requirement Due 12/31/26.
(Enclosed)
2. Trickling Filter Stair Grating Support Proposal. **(Enclosed)**

Items For Consideration: Not Applicable.



Our ref: 12697884

Privileged and Confidential

August 17, 2026

Jarrett Evans
Superintendent / MIPP Coordinator
Ambler Wastewater Treatment Plant
131 Rosemary Avenue
Ambler, Pennsylvania 19002-4476

Proposed Scope of Work and Cost Estimate for Work Plan Development

Dear Jarrett:

GHD Services Inc. (GHD) is pleased to provide this proposal to Borough of Ambler Wastewater Treatment Plant (the Borough) located in Ambler Borough, Montgomery County, Pennsylvania for preparation of three Work Plans in support of compliance with NPDES Permit No. PA0026603, effective July 1, 2025. This proposal is based on an email request from William Brown of Herbert, Rowland & Grubic, Inc. dated July 17, 2026, and follow up discussions with William Brown and Jeff Morgan of Sc Engineers, on August 3, 2026. According to Part C, V and VI of the NPDES permit, the facility can submit Work Plans to perform Site-Specific Criteria Studies (SSCS) for total copper and total aluminum, respectively. These site-specific criteria are used by the Pennsylvania Department of Environmental Protection (PADEP) to develop Water Quality-Based Effluent Limitations.

This proposed Scope of Work is to develop three Work Plans to collect data required to compute a site-specific criterion for total copper and a site-specific criterion for total aluminum. For total copper, in accordance with 25 PA Code § 93.8d the Biotic Ligand Model (BLM) must be used to derive SSC for copper. Due to the on-going concerns with implementation of the BLM documented in a letter to PADEP dated June 29, 2026, from William Brown, the Borough has requested two Work Plans for SSCS for total copper: one Work Plan based on the BLM and one Work Plan based on the Water Effect Ratio (WER) assessment. The WER will also be performed for total aluminum, which is a permit requirement for an SSCS.

1. Scope of Work

The scope of work includes preparing three Work Plans to conduct SSCS: one for total copper using a BLM assessment, one for total copper using a WER assessment, and one for total aluminum using a WER assessment. The total aluminum Work Plan will follow standard guidance recommended by the U.S. Environmental Protection Agency¹ and will use methods previously applied to derive an aluminum WER. The total copper WER Work Plan will follow standard U.S. EPA guidance which have been previously applied¹². Because U.S. EPA has not issued guidance for applying the BLM in an SSCS, and PADEP provides only

¹ USEPA. 1994. Interim Guidance on Determination and Use of Water-Effect Ratios for Metals. EPA Office of Water, Washington D.C. Report EPA-823-B-94-001.

² USEPA. 2001. Streamlined Water-Effect Ratio Procedure for Discharges of Copper. EPA-822-R-01-005, March 2001.

limited direction in its draft implementation guidance³, GHD will review methodologies used by states that have developed BLM-based copper water quality criteria, including Idaho⁴ and Iowa⁵, along with relevant site-specific factors.

Elements that will be described in each Work Plan as appropriate include:

- Purpose and regulatory basis
- Wissahickon Creek watershed setting
- Project objectives
- Candidate monitoring locations
- Analytical parameters and frequency of sample collection (which are more extensive for the BLM assessment)
- Laboratory bioassays (only required for WER assessment)
- Field, laboratory, and QA/QC methods
- Brief description of data handling particularly as it applies to the BLM

2. Cost Estimate

For cost purposes the above scope of work is divided into three tasks as defined in the table below. GHD estimates a total cost of \$22,500 USD. This work will be performed on a time and materials basis and consistent with GHD's attached standard Terms and Conditions. The budget reflects a 20% discount on GHD's standard fiscal year 2026 rates and assumes up to 60 hours of technical effort and 2 hours for project meetings/call with the Ambler project team.

Cost Estimate for Preparation of Work Plans

Task Number	Work Plan	Cost (USD)
1	Aluminum - WER	6,000
2	Copper - WER	6,000
3	Copper - BLM	10,500
Total Cost		22,500

3. Schedule

GHD will commence the preparation of the Work Plans upon receipt of a Purchase Order from the Borough, or other written approval consistent with the Borough practices. GHD anticipates that it will take approximately two (2) months to complete the three tasks and provide draft Work Plans to the Borough for review.

³ PADEP, 2025. Draft Copper BLM Implementation Procedure. Office of Water Programs Bureau of Clean Water.

⁴ Idaho DNR. 2017. Implementation guidance of the Idaho copper criterion for aquatic life: using the biotic ligand model.

⁵ Iowa DNR. 2016. Implementation Procedures for the Site-Specific Application of Copper Biotic Ligand Model (BLM).

4. Closing

GHD appreciates the opportunity to submit this proposal to the Borough and looks forward to working with you. If you find this proposal acceptable, please provide a written approval via execution of the attached terms and conditions. GHD will invoice monthly as effort is incurred. Please do not hesitate to contact us if you require further information or clarification regarding this proposal.

Regards,



Francis Ramacciotti
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FCR/mk



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Senior Risk Assessor
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Professional Services Agreement (US)

Reference no: 12697884

This Professional Services Agreement (hereinafter "Agreement") is effective this 22 day of May 2026, ("Effective Date") between GHD Services Inc., a Delaware corporation (hereinafter "GHD") and Borough of Ambler (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work.

GHD shall perform the services set forth in the Scope of Work which is attached hereto as Exhibit "A". It is understood that the Scope of Work will be based on facts known and laws in place at the time of execution of this Agreement. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines specified in the Scope of Work (an "Amendment").

2. Changes in the services.

- a. Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the services shall be set forth in a written Amendment which is agreed upon and signed by GHD and Client.
- b. Unless otherwise provided herein, GHD shall not be required to perform any additional services unless the Amendment sets forth the scope of the additional services and any adjustment in compensation for, and/or the time to perform, such additional services.
- c. GHD shall also be entitled to an Amendment setting forth an equitable adjustment to its compensation, based on standard rates for professional services and expenses, if any information provided by, or on behalf of, Client is not complete and/or accurate or, as a result of the services performed hereunder, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority.
- d. GHD shall have no liability for any delay, and the services completion date shall be extended by the equivalent time, associated with Client's delay in executing an Amendment.

3. Payment for services.

- a. For services rendered on a time plus expense basis:
 - i. The fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates stated in the fee schedule are subject to revision on a periodic basis, following notice to Client. Personnel rates are all-inclusive, including overhead and profit.
 - ii. GHD shall be reimbursed for all reasonable expenses actually incurred in connection with the services, plus reasonable markup as specified in the Scope of Work, plus reasonable travel and living expenses of GHD staff; communication and technology charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; and costs of providing and maintaining site offices, supplies, and equipment.
 - iii. For services performed or goods supplied by GHD's subcontractors, Client shall pay GHD for the cost of such services or goods plus markup, as specified in the Scope of Work.
- b. For services rendered on a lump sum, unit price, or fixed fee basis, Client shall pay GHD for services that are rendered on a percentage complete or task complete basis as specified in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor.

- c. Unless otherwise agreed, GHD will invoice Client monthly for services completed. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within thirty (30) calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within thirty (30) calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within the specified time shall deem the invoice accepted by Client. Interest shall not accrue on any disputed amount.
- d. GHD reserves the right without penalty to suspend performance of services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within forty-five (45) calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

4. Insurance.

GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise agreed in writing, and will provide certificates of insurance upon request to evidence such insurance:

- a. Workers' compensation – statutory;
- b. Employers' liability - \$1,000,000 per accident/disease/employee (US);
- c. Automobile liability – \$1,000,000 combined single limit;
- d. Commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- e. Professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

5. Documents and data.

- a. Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, documents, site information, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). Client warrants that it owns all rights to, or otherwise has rights to use and disclose, Client Data required to meet Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free license to use Client Data and perform all acts with respect to Client Data as necessary to perform the Scope of Work. GHD shall have no obligation to validate the content of Client Data for content, accuracy, usability or for any other purpose.
- b. Client acknowledges that project or site information previously provided by Client (or by a third party on Client's behalf) to GHD personnel not engaged in the provision of the services hereunder shall not be deemed to have been provided to or known by GHD personnel that are engaged in the provision of the services hereunder.
- c. Client shall review any reports, plans, designs, drawings, specifications, bids, proposals, and any other work prepared or furnished by GHD under this Agreement (the "Work Product") before it is finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the services. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to provide services that meet the standard of care established in this Agreement.
- d. At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Scope of Work, as determined by GHD:
 - i. all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - ii. any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- e. If applicable to the Scope of Work, Client shall be responsible for providing information, to the extent such information is within Client's possession, (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).

- f. If the Scope of Work includes subsurface digging, drilling, or other invasive work, upon GHD's review of Client Data, if any, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of the subsurface work, to the extent such work causes or contributes to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other damage, loss, or liability whatsoever; or (v) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters, unless such damage results from GHD's negligence, recklessness, or willful misconduct.
- g. Client agrees that GHD may use Client Data to add insight, analytics, and data science to the services and/or to provide or suggest additional solutions or services to Client. Client acknowledges and agrees GHD may store Client Data on a cloud computing service (e.g., Microsoft Azure, Amazon Web Services, etc.) and which may be transmitted to or stored outside the County or origin, subject to applicable laws.
- h. Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Data"). Client agrees that all right, title, and interest in Aggregated Data, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Data for any business purpose, during and after the term of this Agreement.

6. Confidentiality.

During the term of this Agreement and for a period of two (2) years thereafter (and in the case of trade secrets, until such time as the trade secret no longer qualifies for protection as such under applicable law). GHD shall not disclose any Confidential Information relating to Client to any third parties other than employees, subcontractors, or agents of GHD without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. "Confidential Information" includes, without limitation, whether received from or on behalf of the Client, whether marked or not; (i) any information constituting a trade secret under applicable law, (ii) non-technical information relating to the past, present or future business affairs of the Client such as pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, future business plans, (iii) technical information including patent, copyright, trade secret, and other proprietary information. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any Confidential Information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the Confidential Information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents.

7. Independent contractor and subcontracting.

The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

8. Site access and safety.

Client shall provide right of entry and safe access and necessary permissions for GHD, its representatives, and its subcontractors to perform the services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety. GHD, its representatives, and its subcontractors will comply with all reasonable known security, health, and safety requirements of the project site owner, as well as those of Client with respect to Client's facilities, which may be imposed upon GHD as a condition of its right of entry. If access to the project site is required to perform the services and such access does not comply with applicable Client approved safety plans, regulations, and/or laws, GHD may, at its sole discretion, suspend services until such violations are remedied.

9. Hazards, materials, and samples.

- a. Unless otherwise stated in the Scope of Work, GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which the services are to be performed by GHD or its subcontractors. Client warrants that it will make full and accurate written disclosure as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at the project site prior to the commencement of the services.
- b. If Hazardous Conditions are discovered by GHD during the performance of the services which it could not have reasonably discovered prior to the commencement of the services and if the existence of such Hazardous Conditions materially changes the nature or performance of the services or responsibilities at the project site, Client and GHD shall execute an Amendment to address such changes. If the Parties are unable to agree on an Amendment within thirty (30) calendar days, the Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement. The Parties expressly agree that, unless otherwise specified in the Scope of Work, the discovery of the presence of mold, asbestos, or lead-based paint will constitute a changed condition enabling GHD in its sole discretion to terminate its provision of services if GHD and Client are unable to renegotiate the Scope of Work in a timely manner. GHD will notify Client as soon as practicable should GHD encounter unanticipated hazardous or suspected hazardous materials or conditions.
- c. GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at the project site, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Accordingly, in the event of any claim against GHD arising out of any actual or alleged Hazardous Conditions on a project site, Client agrees to defend, indemnify, and hold GHD harmless from such claim(s) against GHD or its employees, agents, directors, officers, or subcontractors, unless such claims arise out of the gross negligence or willful misconduct of GHD. This indemnity obligation shall cover, without limitation, any claims against or liability of GHD in relation to preexisting conditions on the project site, any statutory liability, and/or any strict liability under any federal, state, provincial, and/or local environmental laws alleging or asserting, without limitation, that GHD, by virtue of status as an owner, operator, handler, generator, arranger, transporter, treater, storer, or disposer, is liable for any Hazardous Conditions.
- d. In the event GHD performs sampling on behalf of Client, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 calendar days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of Client, and ultimate responsibility for their disposal shall remain with Client. Unless otherwise stated in the Scope of Work, GHD shall not assume title to any samples taken on behalf of Client.

10. Standard of care.

GHD represents that the services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with this project. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any services which fail to conform to the standard of care established in this Section.

11. Indemnity and liability.

- a. Subject to the limitations of Section 11(d) and Section 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors and employees) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to the services; (ii) a breach by GHD of this Agreement; or (iii) the negligence or willful misconduct on the part of GHD in performing the services.

- b. Subject to the limitations of Section 11(d) and Section 11(e) below, Client agrees to indemnify and hold harmless GHD (including its parents, subsidiaries, affiliates, and the officers, directors, employees, agents, subcontractors, and any successors or assigns) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) a breach by Client of this Agreement; (ii) the negligence or willful misconduct of Client; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control.
- c. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- d. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION; GHD'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE AGREEMENT VALUE OR \$1,000,000. NOTWITHSTANDING THE PRECEDING SENTENCE, IF THE AGREEMENT VALUE IS LESS THAN \$50,000, GHD'S LIABILITY SHALL BE LIMITED TO \$50,000.

CLIENT'S LIABILITY TO GHD (NOT INCLUDING PAYMENT OBLIGATIONS), INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND CONTRACTORS, WILL BE LIMITED TO \$1,000,000.

THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE.
- e. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, AND/OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION OR THE LOSS OF PROFITS, REVENUE, OPPORTUNITY, ANTICIPATED SAVINGS, USE, DATA AND/OR GOODWILL. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION 11(E) THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

12. Intellectual property.

- a. GHD's Work Product is deemed to be instruments of service and GHD shall retain ownership and property interests therein, however, GHD hereby grants Client, upon Client's payment to GHD of amounts properly due under this Agreement, a non-exclusive, non-transferable, non-sublicensable, license to use the Work Product or make and retain copies for information and reference, to effectuate to the purpose contemplated by the Scope of Work. Any reuse or modification of the Work Product without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability to GHD and Client agrees to defend, indemnify, and hold harmless GHD from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's such unauthorized use.
- b. Client acknowledges that inventions, works, products, software, copyrights, patents, derivative works, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, moral rights, publicity rights, and privacy rights and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by GHD, and trade secrets, know how, methodology, and processes of GHD whether or not related to the Scope of Work (hereinafter the "Background IP") shall remain the property of GHD. To the extent that any Background IP is incorporated into the Work Product and on the condition that Client has fully paid GHD for the Work Product, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the Background IP solely with respect to the purpose contemplated by the Scope of Work.

13. Termination.

- a. Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided thirty (30) calendar days advance written notice of the termination. Client shall pay GHD for all services performed and expenses incurred prior to the effective date of termination, including but not limited to costs to cancel or suspend subcontracts, and other related close-out costs.

- b. GHD may terminate its obligations pursuant to this Agreement under the following circumstances:
 - i. In the event of a breach or default of any obligation by Client, except non-payment of disputed amounts, or as otherwise provided for in this Agreement;
 - ii. If GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or
 - iii. In the event Client (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency or (iv) makes an assignment for the benefit of creditors.
- c. If either circumstance described in Section 13(b)(i) or 13(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within thirty (30) calendar days of such notice the circumstances described in Section 13(b)(i) or 13(b)(ii) above have not been remedied or cured, GHD may terminate this Agreement hereunder. In the event of termination, GHD shall be paid for services performed prior to the effective date of termination plus reasonable termination expenses.

14. Dispute resolution.

Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have forty-five (45) business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located. IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

15. Records and audit.

Client shall have the right, upon reasonable advance notice, to audit records associated with the services performed and the charges invoiced to Client pursuant to this Agreement. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the services priced on a cost reimbursable basis. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods.

16. Force majeure.

If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions, unavailability of equipment, personnel, or information, and any other cause which is not reasonably within the control of the Party claiming suspension.

17. Notice.

Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by prepaid overnight express delivery service, or by registered or certified mail with postage prepaid and return receipt requested, or when sent by email and upon the receipt by the sending party of written confirmation by the receiving party, provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation, to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD	Client
Attention:	Jeffrey Lambert	Jarrett Evans
Address:	45 Farmington Valley Dr, Plainville, CT 06062	131 Rosemary Ave, Ambler, PA 19002
Email:	Jeffrey.Lambert@ghd.com	awwtpsupt@borough.ambler.pa.us
Telephone:	+1 860 747-8245	215-628-9457

18. Miscellaneous.

a. Third party beneficiaries.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

a. Municipal advisor rule.

GHD's services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.

b. Reliance.

GHD's Work Product shall not be relied upon, and Client shall not allow GHD's Work Product to be relied upon, by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of the services and such third party has (i) executed GHD's standard form reliance agreement and (ii) paid any fees specified in the Scope of Work. Client will indemnify and hold harmless GHD against any claim by, or liability to, a third party arising from reliance on the Work Product in violation of this Section.

c. Waiver.

No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

d. Successors and assignment.

Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement, which assignment may be effected without any prior notice or action on the part of GHD provided that GHD shall give notice of such assignment to Client as soon as reasonably practicable. Client agrees to execute and deliver any documents as may be reasonably requested to evidence consent to such assignment.

e. Conflict of Interest.

GHD and its Related Entities are engaged by a wide variety of clients, some of whom may be competitors, suppliers, or customers of Client, or other parties with conflicting legal and/or business interests to Client, including, without limitation, in relation to the services provided to Client by GHD. In accordance with applicable professional standards, and except as set out below, GHD will not use any confidential information regarding Client in connection with its engagements with other clients and will establish safeguards to manage conflicts, which may include, in GHD's reasonable discretion, the use of separate personnel and data access controls. Client further agrees that GHD may, in its sole discretion, disclose the fact or general nature of its engagement for Client to (i) internally to Related Entities in order to check against potential conflicts of interest, and (ii) to the extent reasonably required in order to obtain the

consent of another entity or individual for GHD to act for such entity or individual, or for Client, in connection with this Agreement or any future engagement.

f. Severability and survival.

The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including but not limited to those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.

g. Governing law.

This Agreement shall be governed by the laws of the State in which the project site is located.

h. No Construction or adverse inference.

The Parties have been provided an opportunity to negotiate the terms of this Agreement. The terms and conditions contained therein shall not be construed in favor of or against any Party.

i. Language preference.

It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette Entente et tous les documents s'y rattachant, incluant les avis et les autres communications, soient rédigés et signés en anglais seulement.

j. Authority to sign.

Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

k. Entire agreement.

This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD
GHD Services
Inc.

Client

Jeffery Lambert
Business Group Leader

Jarrett Evans
Superintendent / MIPP Coordinator



EASTERN ENVIRONMENTAL CONTRACTORS, INC.
GENERAL – MECHANICAL – ELECTRICAL

COSTARS-016-187

Borough of Ambler
122 East Butler Avenue
Ambler, PA 19002

8/24/2026

Attn: Jarrett Evans

Re: Proposal for the repair of the trickling filter stair grating support

Mr. Evans,

We are pleased to submit the following proposal for the trickling filter stair grating repair work located at the Ambler WWTP. Our scope of work includes the following:

1. Supply a boom lift for accessing and repairing stair support angles.
2. Supply labor as required to remove grating sections where support angles are to be repaired.
3. Reweld the reused grating support angles.
4. Paint reused support angles with cold galvanizing paint.
5. Reinstall reused grating.
6. Provide labor and equipment as required to complete the items listed in our scope of work.
7. Provide continuous insurance coverage for the duration of the project.

Items NOT included are as follows:

1. Bonds unless otherwise noted in the scope of supply.
2. Permits.
3. Licenses.
4. Business prevailing taxes.
5. Third party inspection services or testing.
6. Overtime labor.
7. Factory services unless otherwise noted in the scope of supply.
8. Hazardous waste removal and or disposal.
9. SCADA modifications and or programming.
10. Tank and line dewatering and or cleaning.
11. Sales tax.
12. By-pass pumping systems and or temporary utilities.
13. Engineering and surveying.
14. Painting and or labeling.

Corporate Office
P.O. Box 278
6304 5th Street
Green Lane, PA 18054

Phone (215) 234-8990
Fax (215) 234-8998
Website www.eecinc.com

Lancaster Office
1470 Long Lane
Columbia, PA 17512



EASTERN ENVIRONMENTAL CONTRACTORS, INC.
GENERAL – MECHANICAL – ELECTRICAL

The total cost for the trickling filter stair grating repair work located at the Ambler WWTP is Sixteen Thousand One Hundred (\$16,100.00) dollars.

General Notes:

1. Work will take approximately 1 week.
2. Payment terms are net thirty (30) days from the date of the monthly invoice with no retainage withheld.
3. Our standard terms and conditions apply, see attached Eastern Environmental Contractors' Standard Terms and Conditions.
4. Pricing to remain valid for thirty (30) days from the date of this proposal.

If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Andrew D. Carl

Accepted by Purchaser:

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Purchase Order Number (If required): _____



EASTERN ENVIRONMENTAL CONTRACTORS, INC.

GENERAL - MECHANICAL - ELECTRICAL

EASTERN ENVIRONMENTAL CONTRACTOR'S STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE. The proposal of **Eastern Environmental Contractors, Inc.** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings, and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance, and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products. Unless Purchaser's documentation provides otherwise.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. PURCHASER agrees to pay SELLER thirty (30) days from the date of the invoice with no retainage withheld from the SELLER. Payment in the amount of ninety 90% must be received prior to any startup services being provided. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of the maximum permitted by law per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed, or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to

them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL, OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation, and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply one (1) electronic copy of drawings and operating instructions. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

9. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees, and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

10. DEFAULT, TERMINATION. If PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration, and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

11. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

12. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

13. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations, or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense. This includes but not limited to PA Steel Products Procurement Act and Export Laws and Regulations. PURCHASER AGREES TO INDEMNIFY AND HOLD

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EASTERN ENVIRONMENTAL CONTRACTORS, INC.

GENERAL - MECHANICAL - ELECTRICAL

SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE PA STEEL PRODUCTS PROCUREMENT ACT AND EXPORT LAWS AND REGULATIONS. Purchaser shall pay for all sales, use value-added and other taxes, levies, duties, and tariffs, permit or license fees or other governmental charges relating to or incurred in connection with Seller's performance hereunder or imposed on the manufacture, storage, sale, transportation, import, export, delivery, construction activities, use or consumption of the equipment and/or services to be performed. Despite the foregoing if Seller is required to make any such payments due to Purchaser's failure to do so, Purchaser shall immediately reimburse the Seller in that amount.

15. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

16. WAIVER OF CONSEQUENTIAL DAMAGES. The Purchaser waives any rights it might otherwise have to recover consequential or incidental damages of any kind from the Seller arising from or in connection with this agreement or its breach, whether couched in contract, breach of contract, negligence, strict liability, or any other legal or equitable theory.

17. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees, or subcontractors are servants, agents, partners, joint ventures, or employees of PURCHASER in any way whatsoever.

18. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein. In the event of any dispute between the parties arising from or relating to this agreement, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs arising from or related to such dispute.

19. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Philadelphia, Pennsylvania.

20. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

21. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request. PURCHASER shall provide and maintain for Seller's benefit, insurance on said equipment against loss from fire, wind, water, theft, or other causes with insurance companies legally authorized to do business where said equipment is located and the amount at least equal to the value of said equipment during the period from the time of delivery until said equipment is paid for in full. Insurance coverage will include the labor and equipment rental to remove and dispose of the damaged equipment and the reinstallation of the replacement equipment.

22. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twelve (12) months of the service or warranty period, and for a value not to exceed the total price of the contract.

23. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

24. RENTAL EQUIPMENT / SERVICES. Any leased or rented equipment ("Leased Equipment") provided by Seller shall always be the property of Seller except for certain miscellaneous installation materials purchased by the Purchaser, and no right or property interest is transferred to the Purchaser, except the right to use any such Leased Equipment as provided herein. Purchaser agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Purchaser shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Purchaser or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Purchaser objects in writing within fifteen (15) days of issuance of said notice. If Purchaser timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Purchaser of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Purchaser shall promptly make any Leased Equipment available to Seller for removal. Purchaser hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

25. CHANGES IN THE SCOPE OF WORK. No change in the scope of the work set forth in Seller's Proposal shall be implemented unless Purchaser and Seller agree in writing, signed by both parties, as to the nature of the change and its price and schedule impact.

26. BACK CHARGES AND ASSESSMENT OF LIQUIDATED DAMAGES. Without exception, Seller will not be responsible for any back charges and/or the assessment of liquidated damages unless a written request is submitted to, and approved in writing by, Seller prior to work being performed or any cost being incurred. Any such request must be submitted at least five (5) working days before such approval is required to permit Seller to conduct a site visit or such other investigation as it may deem appropriate.

27. ARBITRATION NEGOTIATION. Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

28. ESCALATOR CLAUSE. In the event of delay or price increase of material, equipment, labor cost, or equipment during the performance of the agreement through no fault of the Seller, the contract sum, time of completion or contract requirement shall be equitably adjusted by change order. The project will be subject to an escalator clause based on ENR Building Cost Index (BCI) at the time of the executed agreement. The final adjusted cost will be prorated based on the ENR BCI value at Final Completion. Any adjustment less than 2% will be disregarded and not cost increase will be awarded.

29. MISCELLANEOUS ITEMS

A. Seller will require a minimum of three (3) weeks prior notification for scheduling the construction. Start of construction will be contingent upon the weather conditions and the availability of any material and/or equipment required for the project.

B. If a purchase order has been issued by the Purchaser, the proposal has been executed by the Purchaser, a verbal approval has been given by the Purchaser to the Seller to begin and/or complete the work, a time and material job invoice has been executed by the Purchaser, partial and/or full payment has been received by the Seller or if the work has been completed by the Seller, these actions will constitute that the Purchaser acknowledges and accepts all the terms and condition of this proposal and/or work that had been or will be executed under this proposal.

C. Seller is not responsible for layout, survey, cut sheets, engineering or any omissions caused by the design engineer, sub-grade prepared by others, re-grading topsoil, fine grading, raking, or seeding of any kind unless specifically stated in proposal.

D. Rock excavation, off site removal and disposal of excavated materials, traffic control, utility relocations, wetland mitigation work, sinkhole repairs, DOT fees and/or inspection costs of any kind is not included in our proposal.

E. Seller is not responsible for damage to existing facilities due to normal construction activities.

F. Labor based on prevailing wages or overtime labor is not included in our proposal. Our proposal is based on normal working hour from 6:30 am to 3:00 pm, Monday through Friday excluding Holidays.

G. Seller is not responsible for testing and/or removal of hazardous waste or material unless specially stated in our proposal.

H. Seller is not responsible for cleaning and/or dewatering of tanks or piping is unless specially stated in our proposal.

I. Seller is not responsible for bypass pumping, ground water pumping, temporary facilities or utilities unless specially stated in our proposal.

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