

RESOLUTION NO. 01-2024-1803

BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SALISBURY, LEHIGH COUNTY, PENNSYLVANIA, APPOINTING GROSS MCGINLEY, LLP AS THE TOWNSHIP SOLICITOR AND ESTABLISHING THE MANNER OF COMPENSATION OF THE SOLICITOR FOR THE TOWNSHIP OF SALISBURY.

WHEREAS, the Board of Commissioners desires to appoint the law firm of Gross McGinley, LLP at 33 S. Seventh Street, P.O. Box 4060, Allentown, PA 18105 as the Township Solicitor for the Township of Salisbury and to fill the term of the solicitorship; and

WHEREAS, it is the feeling of the Commissioners that the services which the Township Solicitor is to render shall be enumerated to the maximum extent possible.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Salisbury, Lehigh County, Pennsylvania, and it is hereby resolved by the same that Gross McGinley, LLP be appointed to the office of Township Solicitor for the Township of Salisbury effective January 1, 2024; term to expire on January 1, 2026 or until a successor has been appointed.

BE IT FURTHER RESOLVED that the Township Solicitor be paid compensation as outlined in the attached Engagement Letter and/or Fee Schedule (marked as "Exhibit A" and incorporated herein) or upon such other basis as may be agreed upon between the Township Solicitor and the Board of Commissioners, for all work performed, including, but not limited to, research and rendering legal opinions; attending conferences or meetings related to Township organization or projects; research and preparation of ordinances and resolutions; negotiating and redrafting contracts, leases and deeds; real estate and title work; bond issues; proceedings to adopt, change, widen or vacate streets or alleys; condemnation proceedings; commencement, prosecution, or defense of any legal or administrative proceeding brought for or against the Township or any of its members, officers or employees, in their capacity as members, officers or employees of the Township; and conducting of public hearings.

AND BE IT FURTHER RESOLVED that said Township Solicitor be appointed to be the Solicitor to the Salisbury Township Planning Commission and other Boards and Commissions of the Township requiring the Solicitor's services, and that the aforesaid

Solicitor shall receive additional compensation on an hourly basis at the aforesaid rate for all services rendered to said Boards and Commissions.

AND BE IT FURTHER RESOLVED that the Township Solicitor shall be authorized to designate other attorneys who are engaged in the practice of law with its firm to render services required by the Township, providing, however, that the Solicitor shall be responsible for any and all legal services rendered by him/her or anyone designated by him/her.

APPROVED AND ADOPTED this 2nd day of January, 2024 at a regular public meeting.

TOWNSHIP OF SALISBURY
(Lehigh County, Pennsylvania)



President, Board of Commissioners

ATTESTED:



Township Secretary



John F. Gross

33 S. Seventh Street, P.O. Box 4060
Allentown, PA 18105
Main Office 610/820-5450 • Fax 610/820-6006
Direct Dial Number 610/871-1324
jgross@grossmcginley.com

ATTORNEYS

PAUL A. MCGINLEY
HOWARD S. STEVENS
J. JACKSON EATON, III
ANNE K. MANLEY
VICTOR F. CAVACINI
THOMAS E. REILLY, JR.
STUART T. SHMOOKLER
JOHN F. GROSS
LOREN L. SPEZIALE*†
ALLEN I. TULLAR
SAMUEL E. COHEN*
ADRIAN K. COUSENS*‡
R. NICHOLAS NANOVIC*—
SARAH HART CHARETTE*
KELLIE L. RAHL-HEFFNER
PHILIP D. LAUER
JASON A. ULRICH
ZACHARY R. FOWLER
MICHAEL J. BLUM* *
JESSICA L. HARLOW
GREGORY H. DAUB
ROBERT M. CAMPBELL
JACOB D. OLDAKER
MICHAEL S. HORVATH, II
SARA A. MOYER*
VERONICA R. HOGAN*
TYLER R. PRICE
ERIC A. HARAKAL
ALEXANDER O. WARD
JESSICA S. KACZINSKI

MALCOLM J. GROSS, Ret.
DONALD LaBARRE, Jr., Ret.
MICHAEL A. HENRY, Ret.

Of Counsel:
PATRICK J. REILLY **
MARIANNE S. LAVELLE

*Also admitted in CO
*Also admitted in DC
**Also admitted in FL
*Also admitted in MA
*Also admitted in NJ
*Also admitted in NM
*Also admitted in NY
*Also admitted in TX

Allentown Office:
33 S. Seventh Street
P.O. Box 4060
Allentown, PA 18105
Phone: 610/820-5450
Fax: 610/820-6006

Easton Office:
101 Larry Holmes Drive, Suite 202
Easton, PA 18042
Phone: 610/258-1506
Fax: 610/258-0701

Lehighton Office
415 Mahoning Street
Lehighton, PA 18235
Phone: 610/377-0500

December 29, 2023

Via Email – cbonaskiewich@salisburylehigpa.gov

Salisbury Township
Cathy Bonaskiewich
Township Manager
2900 South Pike Avenue
Allentown, PA 18103

Re: General Corporate

Dear Cathy:

We are pleased that you have asked our firm to represent Salisbury Township. This letter sets forth the understanding concerning our representation of Salisbury Township.

1. This agreement is effective upon our receipt of your signature.
2. It is impossible to determine in advance the amount of time that will be needed to complete your matter. Our billing is based on an hourly rate of \$195 for attorneys and \$115 per hour for law clerks, paralegals and for other legal work. This hourly rate will prevail until further notice, after which, due to rising costs and overhead expenses, the hourly rate will be subject to increase in accordance with the then existing hourly rate schedule. Fractions of hours are computed in periods of not less than .2 of an hour and the interruption of other work is taken into consideration in our billing system. If some of the work on your matter can be done by an associate or law clerk whose hourly time rates are substantially lower than mine to the extent that their time is utilized the overall fee will be lower. You will not be billed for clerical or secretarial time. For the preparation of certain documents, you will be billed on a flat-rate basis rather than a time-expended basis.
3. We will bill you monthly, using our regular billing format, on a time-expended basis. By your acceptance of this Agreement, you give us permission to draw against your deposit and to apply the drawn funds as payment on account of your bill. If, and when your deposit has been exhausted by applications toward your bill, then all future bills become payable upon receipt. We reserve the right to terminate our attorney-client relationship for non-payment of fees or costs, when due. You knowingly and voluntarily waive any and all rights you may have to a trial by jury in any action, proceeding, counterclaim or any other litigation arising now or in the future out of, or in any way connected with our representation of you.

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4. Attached is a copy of a sample of one of our bills. You will be billed in a similar form. In the event you wish a more detailed bill, it can be supplied to you; however, we will be required to make an additional charge since our rate is based upon a computerized billing system using this format. Also, in the event you have any objections or questions about our bill, please contact us. If you do not object or question the form of our bill within ten days of receipt, we will assume you are satisfied with its amount and detail.

5. "Costs" are our out-of-pocket expenses, such as filing fees, transcripts, photocopies, telefax charges and, if necessary, appraisals and accounting fees. We may ask for an additional deposit to cover costs, in addition to your initial deposit, if we deem it appropriate.

6. As much as possible, we shall keep you informed as to the progress of your matter. We will also furnish you with copies of any material in your file as requested by you. If we are unavailable when you telephone, your call will be returned with reasonable promptness. There will be times when we will be in court, or at meetings, or in conference, which will preclude us from responding to your communication as quickly as we both might like, but we shall do our best to return your telephone calls as soon as we can.

7. You consent to communicate through e-mail and by cellular phone with the understanding that this media, by its nature, is not always confidential. If, at any time, you should choose to withdraw this consent, please advise me.

8. It is important that you take all reasonable steps to preserve all files, papers, and/or items which in anyway may relate to this matter. This instruction applies both to computerized records such as emails and paper records. Your failure to do so could have serious adverse consequences for your case. Additionally, you should make us aware of all such files so that we can take appropriate steps to protect your interests in regard to them.

9. While I will be primarily responsible for the legal services to be provided, one of the strengths of our firm is the assistance and support available from the other lawyers of the firm, each of whom maintain a particular expertise. At times, it may be necessary or appropriate for one of the other lawyers in the firm to handle a portion of your matter. I will make such determinations based upon my availability and the nature of your matter.

10. Every reasonable effort will be made to handle and conclude your matter promptly and efficiently according to legal, ethical and local practice rules, standards and customs. Because of the unpredictability of changes in the law, because unanticipated facts and events often occur and because of other unknown or unanticipated factors, we cannot and do not warrant or guarantee the successful outcome of your matter, or the amount of time it will require.

11. In addition to our right to withdraw for nonpayment, we have the right at our discretion to withdraw from the matter if you have misrepresented or failed to disclose material facts to us, if you fail to follow our advice or cooperate or for any other valid reason. Likewise, you may discharge us at any time for any reason. In these events, you will be required to pay for our time expended to release our file(s) and other information to you or a substitute counsel as well as any costs for copying the file and any other reasonable charges related thereto. Any portion of your fee deposit remaining thereafter will be returned to you within 45 days.

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12. Although we will be pleased to consider representing you on other matters, our representation is limited to the above matter unless we specifically agree to undertake additional work for you. In the event you have other matters in which you believe we could be of assistance, please feel free to discuss them with us. We will then promptly inform you whether we are able to do so.

13. In circumstances where you had been referred to us by other counsel, we will keep that counsel advised of developments in the case, consult with him or her where necessary and meet with him or her where appropriate. In those circumstances, we may determine that a portion of the fees you pay us should be remitted to referring counsel. There will be no additional charge to you as a result of this remittance. If you object to us proceeding in this fashion please advise immediately in writing.

14. At the conclusion of your case, we will return to you any original documents that you have provided to us. We will store your file for seven (7) years, and at the expiration of the seven (7) year period we will shred the file. If you desire that the file be stored for more than seven (7) years, then we will deliver the original of the file to you and you may arrange for your own storage of the file. Any such request must be in writing, and given to us at the conclusion of the case.

Please signify your acceptance of these terms by signing the enclosed copy of this letter and returning it to my office.


Very truly yours,


JOHN F. GROSS
/sem

Enclosure

ACCEPTED this 2nd day of January 2024.

SALISBURY TOWNSHIP


Cathy Bonaskiewich
Township Manager



33 South Seventh Street
P. O. Box 4060
Allentown, PA 18105-4060

Tel. No. 610-820-5450
Fax No. 610-820-8006

TAX I.D. # 23-2007651

Statement Date: 05/01/2014
Account No: 11921.0001 *
Statement No: 1

JANE M. DOE
1234 MAIN STREET
ANYTOWN, PA 12345

		Hours	
04/15/2014	Telephone conference with client Correspondence to Judge		
04/17/2014	Conference with client Prepare complaint Revise complaint		
04/28/2014	Court appearance		
	FOR CURRENT SERVICES RENDERED	3.60	1,062.00
04/30/2014	Photocopying		2.00
04/30/2014	Notary Fee		5.00
04/30/2014	Telefax Service		5.00
	TOTAL EXPENSES		<u>12.00</u>
04/28/2014	Cost Advanced: CLERK OF JUDICIAL RECORDS		125.00
	TOTAL ADVANCES		<u>125.00</u>
	TOTAL CURRENT WORK		1,199.00
	BALANCE DUE		<u><u>\$1,199.00</u></u>

This statement contains information that is confidential and subject to attorney/client privilege.