

RESOLUTION NO. 01-2022-1732

BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SALISBURY, LEHIGH COUNTY, PENNSYLVANIA, APPOINTING DAVID KNERR, ESQUIRE AS THE TOWNSHIP LABOR COUNSEL AND ESTABLISHING THE MANNER OF COMPENSATION FOR SAME.

WHEREAS, the Board of Commissioners desires to appoint David Knerr, Esquire whose office is located at 2810 Springhaven Place, Macungie, PA 18062 to act as the Township Labor Counsel for the Township of Salisbury and to fill the term of the Labor Counsel; and

WHEREAS, it is the feeling of the Commissioners that the services which the Township Labor Counsel 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 Attorney David Knerr be appointed to the office of Township Labor Counsel for the Township of Salisbury; term to expire on January 1, 2024 or upon any such prior date at the discretion of the Board of Commissioners to terminate said services.

BE IT FURTHER RESOLVED that the Township Labor Counsel be paid compensation on an hourly basis at the rate of \$150 per hour, as outlined in the attached Engagement Letter dated December 28, 2021 (Exhibit A) or upon such other basis as may be agreed upon between the Township Labor Counsel and the Board of Commissioners, for all work performed, including, but not limited to, research and rendering legal opinions; attending conferences or meetings; 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 the Township Labor Counsel shall be authorized to designate other attorneys who are engaged in the practice of law with him to render services required by the Township, providing, however, that he shall be

responsible for any and all legal services rendered by him or anyone designated by him.


APPROVED AND ADOPTED this 3rd day of January, 2022 at a regular public meeting.

TOWNSHIP OF SALISBURY
(Lehigh County, Pennsylvania)



President, Board of Commissioners

ATTESTED:



Township Secretary

U.S. MAIL
P.O. Box 3556
Allentown, PA 18106-0556
PHONE (610) 965-3835
FAX (610) 965-5910



OTHER DELIVERY
2810 Springhaven Place
Macungie, PA 18062-1412
E-MAIL
daveknerr@enter.net

DAVID G. KNERR
ATTORNEY AT LAW

December 28, 2021

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

Re: Engagement Letter

Dear Cathy:

It has been a pleasure serving with you and the Board of Commissioners over the past several years, and I request that the Township reappoint me as labor counsel for 2022. I wish to confirm the terms of my relationship as the Township's labor counsel. The Board engages me to serve as labor counsel on an on-going basis to handle all issues as they arise and as you ask for my assistance, unless I specifically indicate that I am unable to undertake a specific matter. This includes negotiating collective bargaining agreements and arbitrations with the police and public works unions, and providing advice on various employment-related issues, such as grievances, discipline, benefits, and civil service matters. The engagement includes services as a third-party administrator for the Salisbury Township Nonuniformed Employees Defined Contribution Pension Plan, handling plan documentation, summary plan descriptions, quarterly and annual financial statements, arranging for investments in accordance with participant instructions, providing forms and information, assisting with interactions with state agencies relating to the plan, and attending meetings and otherwise communicating with the pension committee, manager, finance director, and participants.

I would like to outline my fee and professional arrangement with the Township, and ask that the Board confirm this is acceptable. All work on behalf of the Township will be billed by me on a time basis at the rate of \$150.00 per hour. Please note that time charges are made for all telephone calls and correspondence as well as time spent in reviewing documents, attending meetings (including travel time), research, and other legal pursuits. I will also bill you for any extraordinary expenses I incur on the Township's behalf with your advance approval, at my cost. However, you will not be charged for any ordinary expenses, such as travel expenses within the Lehigh Valley, telecommunications, routine

postage, paper, supplies, etc. My bills are issued as work proceeds, but not more frequently than monthly, and are due and payable upon receipt. Interest at the rate of 1.5% per month from the date of billing is charged on all balances over 60 days past due. I do not require a retainer.

Expressions on my part, from time to time, concerning the probable outcome of my representation will reflect my best professional judgment, but are not guarantees, as they are limited by my knowledge of the facts and are based on the state of the law at the time that they are expressed. There may be many factors that affect the outcome of any matter and over which I have no control, such as the recollection or testimony of any particular witness.

My work, opinions, and deliverables will be based on my interpretation of applicable federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities (hereinafter referred to as "applicable law"), in effect when I provide my work, opinions, or other deliverables. All of these authorities are subject to change, and such change may be retroactive or prospective in effect.

You are responsible for making all relevant records and related information available to me and for the accuracy and completeness of that information. This responsibility includes the establishment and maintenance of adequate records and internal controls, including monitoring ongoing activities, the selection and application of practices and policies, and document retention and retrieval practices. You are responsible for correcting any incorrect information that may have been provided to me.

Litigation Hold: You have a duty to preserve and protect any and all paper and electronic records, documents, and other evidence (hereinafter referred to individually or together as "evidence") that may be relevant to any existing or future litigation once you know or reasonably should know that litigation exists or will be filed. This includes arbitration, administrative proceedings, and court proceedings of any nature. Evidence includes paper documents and records and all forms of electronic evidence, including text messaging, IM, e-mails, social media, etc. The obligation includes keeping and maintaining electronic records and files in their electronic form without change. If you fail to keep and safeguard evidence that is or may be relevant or that may lead to relevant evidence, the Township and its employees and officials may be subject to sanctions, which can be severe.

It is my policy to keep records electronically and that such electronic records related to this engagement will be retained for three (3) years after the completion of a matter. I do not keep any original documents; therefore, if you desire that I return original records to you, I will be pleased to do so. When records are returned to you, it is your

responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. You agree that upon the expiration of the three year period, I shall be free to destroy any records relating to this engagement.

During the course of my engagement, you or I may need to transmit confidential information electronically to each other and to other persons or entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and, thus, confidentiality could be compromised. You agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between us and outside specialists or other persons or entities engaged by either you or me, unless you advise me that alternative methods are required in certain circumstances.

Although e-mail is an efficient means of communication, it is not necessarily a fool-proof method. For a variety of reasons, an e-mail may not be received or posted to an inbox, as opposed to the "junk box," for example. An e-mail may be inadvertently deleted. Therefore, I cannot take assignments exclusively by e-mail. If there is anything you need me to do, you need to talk to me in person or by telephone to ensure that I have notice of what you want me to do for you, or receive a confirmation from me that I have received your e-mail and am accepting the assignment. Unless I specifically respond to an e-mail, you may not assume that I have received the e-mail or will take action pursuant to an e-mail. The disclaimers in this paragraph are intended for your protection as well as mine. I want to avoid any possibility that an assignment or request is missed because of the shortcomings of e-mail.

As with any attorney, you may terminate the attorney-client relationship at any time for any reason or no reason. If this were to happen, I would ask that you pay all charges for work performed and expenses incurred by me on your behalf, and advise me in writing where I should send or deliver the file on your case. I also reserve the right to terminate the relationship to the extent permitted by law.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected, and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations, or agreements, written or oral, regarding these services.

In order to confirm the terms of my engagement, please have the President of the Board of Commissioners sign a copy of this letter in the space provided at the end and return it to me at your convenience. By signing this letter, the Township will be acknowledging acceptance of the terms of engagement contained in this letter. If you ever have any questions or comments regarding the matters for which I have been retained or the terms of my engagement, please feel free to call me at your convenience.

I look forward to continuing our relationship.

Very truly yours,



David G. Knerr

I have read and understand the terms and conditions set forth above and agree to such terms and conditions and to pay your fees accordingly, intending to be legally bound.

TOWNSHIP OF SALISBURY

By: 

Title: President of the Board of Commissioners

Date: 1/3/22