

RESOLUTION NO. 02-2025-1848

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SALISBURY, LEHIGH COUNTY, PENNSYLVANIA, APPOINTING CHRISTOPHER C. MUVDI, ESQUIRE AS THE CONFLICT SOLICITOR FOR THE TOWNSHIP OF SALISBURY

WHEREAS, the Board of Commissioners desires to appoint Christopher C. Muvdi, Esq., partner at the firm of Masano-Bradley, 875 Berkshire Boulevard, Suite 100, Wyomissing, PA 19610 as the Conflict Solicitor for the Township of Salisbury; and

WHEREAS, it is the feeling of the Commissioners that the services which the Conflict 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 Christopher C. Muvdi, Esqu. be appointed to the office of Conflict Solicitor for the Township of Salisbury effective March 1, 2025; 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 Conflict 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 Conflict Solicitor be appointed to be the Conflict Solicitor to the Salisbury Township Planning Commission and other Boards and Commissions of the Township requiring the Solicitor's services, and that the

aforesaid Conflict 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 Conflict 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 Conflict Solicitor shall be responsible for any and all legal services rendered by him/her or anyone designated by him/her.


APPROVED AND ADOPTED this 27th day of February, 2025 at a regular public meeting.

TOWNSHIP OF SALISBURY
(Lehigh County, Pennsylvania)



President, Board of Commissioners

ATTESTED:



Township Secretary

MASANO ♦ BRADLEY, LLP

ATTORNEYS AT LAW

Suite 100

875 Berkshire Boulevard
Wyomissing, Pennsylvania 19610

610.372.7700 ♦ Fax 610.372-4865

Email: cmuvdi@masanobradley.com

February 21, 2025

VIA EMAIL – cbonaskiewich@salisburyhighpa.gov

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

Dear Cathy:

This letter is intended to reduce to writing the substance of our understanding regarding Masano ♦ Bradley, LLP's representation as Conflict Solicitor for Salisbury Township to include such matters referred to us from time to time.

It is our policy to reach agreements with our clients with respect to our fee arrangements. This letter shall set forth these agreements. We shall perform those services required under the PA Municipalities Planning Code, the First-Class Township Code and the applicable Township ordinance(s) for the position of Conflict Solicitor, as well as those requested and those which we deem necessary in the representation.

A. Financial Terms and Conditions

1. For all legal matters, we will use a blended hourly rate for all attorneys at a rate of \$195.00 per hour. All matters will be billed and submitted in one (1) invoice with matter detail for each time entry except that all matters involving land development / subdivision or other matters, where a developer or other third party is reimbursing the Township for our legal fees, will be billed separately at the same agreed upon rate set forth above so that the Township can account and track such fees for reimbursement from the developer or other third party.

2. The firm will issue invoices on a monthly basis that must be paid in full upon issuance. In all cases, we reserve the right to stop performing services if our bills are not paid within thirty (30) days of issuance.

EXHIBIT A

B. Basis of Billing

Our firm will bill you on a regular basis for legal services and for direct expenses paid by us on your behalf.

Our fees for legal services are based on hourly rates and the amount of time spent by the attorneys and paralegals of our firm on your legal matters. The minimum time unit recorded is 1/10th of an hour and minimum intervals of 2/10^{ths} of any hour are charged for all correspondence. Voicemail messages will be treated as phone calls and emails will be treated as correspondence or phone calls, as the case may be, subject to the same minimum time charges.

The direct expenses that may be paid by us on your behalf for which you will be billed include, but are not limited to, such items as filing fees, ordinance and hearing advertisement fees, transcripts of court and other proceedings, subpoenas, overnight delivery fees, courier service, toll phone calls, fax transmissions, computer-assisted legal research, photocopying and other similar items. Only the direct expenses associated with your matter will be billed.

C. Scope of Representation

It is expressly understood that the scope of representation shall include representation of Salisbury Township as its Conflict Solicitor for the items indicated in the opening paragraph.

It is expressly understood that the scope of representation shall not include representation of the members of the Board of Supervisors or Planning Commission in their individual capacities.

D. File Retention and Destruction

The file on each matter will be maintained separately for a period of five (5) years after the conclusion of the matter. Thereafter, it will be destroyed without further notice to you, and you hereby authorize us to do so unless you advise us otherwise.

E. General Terms and Conditions

A final determination of our fees will be guided by such factors as the time and labor required, the novelty and difficulty of the questions involved, the skill requisite to perform the legal services properly, the fee customarily charged in the Lehigh County area for similar legal services, the significance of the transactions involved and the result obtained, the time limitations imposed by a transaction, and the experience, reputation and ability of the lawyer or lawyers performing the services.

Legal costs and expenses incurred are always the obligation of and are to be paid by the client upon billing for same. We usually require some sums to be paid in advance on account of costs and bill promptly upon need for additional costs. Unused costs may be applied to any balance due for fee. We shall have the authority to make advances on your behalf of such amounts as we shall determine best in representing you in these proceedings, which advances shall be for expenses, including, but not limited to, toll telephone charges, photocopies, excess postage, corporate filing fees, travel expenses, deposition expenses, court costs, accounting and appraisal fees, and fees and expenses of other experts, which are deemed necessary to assist in the preparation and trial or the proper handling of your case or the matter for which we are being retained.

We will use our best judgment and skill in working on your matter, and we reserve the right to make decisions about delegating work assignments to our attorneys, paralegals or employees best suited to such assignment. We will attempt to accomplish completion of your matter and provide our services at the lowest cost to you consistent with our highest standards for quality and efficiency.

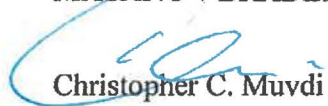
It is our policy to bill clients monthly for legal services and costs expended on our clients' behalf. Our bills are payable upon presentation, and we reserve the right to withdraw from representation pending receipt of payment. If at any time you wish to discuss the scope of our representation, the level of our activity, or any other aspect of our work or billing for it, please let me know.

We look forward to working with you and offer our commitment to deliver effective, efficient service.

Please acknowledge receipt of this letter and your acceptance of same and the terms herein by signing a copy and returning it to the undersigned.

Very truly yours,

MASANO ♦ BRADLEY, LLP


Christopher C. Muvdi

CCM/jh

Received the original of the above and agreed to:

SALISBURY TOWNSHIP

Date

2/27/25

By:



Name: CATHY BONASKIEWICH

Title: TOWNSHIP MANAGER