

HEIDELBERG TOWNSHIP  
YORK COUNTY



RESOLUTION NO. 2024-02

A RESOLUTION OF THE TOWNSHIP OF HEIDELBERG, YORK COUNTY, PENNSYLVANIA,  
ESTABLISHING FEES FOR SERVICES AND PERMITS

BE IT RESOLVED that the following fees shall be charged for the services and permits specified below:

Building and Zoning Permits

|   |                      |
|---|----------------------|
| Well Permit                                     | \$50.00              |
| Driveway Permit                                 | \$40.00              |
| Swimming Pool Permit                            | \$25.00              |
| Demolition Permit                               | \$10.00              |
| Use and Occupancy Permit                        | \$30.00              |
| Utility Construction Permits                    | PennDOT HOP Fee List |
| Vendor Permits                                  | \$25.00              |
| Burning Permit                                  | \$25.00              |
| Yard Sale Permits (maximum 2 per calendar year) | No Fee               |
| Permit Renewal                                  | \$60.00              |

**Sign Permits:**

|                           |                   |
|---------------------------|-------------------|
| Non-Illuminated Temporary | \$20.00 per sign  |
| Non-Illuminated Permanent | \$30.00 per sign  |
| Illuminated Permanent     | \$100.00 per sign |

Building Permits

Building Permit Fees – Township Fees Only

|                       |          |
|-----------------------|----------|
| 0-500 sq ft           | \$40.00* |
| 501-1,000 sq ft       | \$50.00* |
| 1,001-5,000 sq ft     | \$150.00 |
| 5,001-10,000 sq ft    | \$200.00 |
| 10,001 sq ft and over | \$300.00 |

\*Additional \$30 Administration fee if additional professional services are required.

See Appendix I for Commonwealth Code Inspection Services, Inc Residential Building Fee Schedule

See Appendix II for Commonwealth Code Inspection Services, Inc Commercial Building Fee Schedule

**Zoning Fees**

Application Fee

\$50.00 due to township at time of application submission

See Appendix III for Commonwealth Code Inspection Services, Inc Zoning Fee Schedule

**Any and all permits that require engineering, stormwater management plans, or any legal reviews are billed to the permit applicant at cost.**

**Subdivision Fees**

**You and/or your engineer are required to make application to the York County Planning Commission and to the Heidelberg Township Engineer**

|  |   |
|--|---|
| Preliminary Plan Review                            | \$75.00   |
| Revised Preliminary Plan Review                    | \$50.00   |
| Final Plan Review                                  | \$150.00  |
| Revised Final Plan Review                          | \$50.00   |
| Per lot or dwelling unit charge shown              | \$50.00   |
| Land Development Plan                              | \$250.00  |
| Review of all other plans (including sketch plans) | \$50.00   |
| Waiver Request (per waiver)                        | \$150.00  |
| Storm Water Management Fee                         | GHI: Billed Actual Charges  |
| Park and Recreation Fee:                           | \$1,500 per lot or dwelling unit to be paid<br>Prior to recording the final plan. |

**Administrative/Other**

|   |  |
|---|--|
| Township Engineer   | CSD: Billed as actual charge               |
| Zoning Hearing Application (non-refundable)   | \$1,000.00 residential                     |
|   | \$2,000.00 commercial                      |
| Petition to Amend the Zoning Ordinance<br>(Additional fees associated with the review may also be incurred, including, but not limited to Legal and Engineering fees) | \$550.00                                   |
| Zoning Ordinance Book (includes map)  | \$30.00                                    |
| Subdivision & Land Development Ordinance  | \$30.00                                    |
| Comprehensive Plan  | \$25.00                                    |
| Construction Specifications Book  | Contact Township for actual cost           |
| Photo Copies of Any Requested Ordinance Or Other Records Search and/or Research   | \$0.35 for standard/up to \$3.00 for other |
| Late Fee for water bills  | 5% of unpaid quarterly amount              |
| Late Fee  | 5%   |
| Returned Check  | \$50.00                                    |
| Mileage Reimbursement   | \$.67 per mile                             |
| Code Enforcement (complaints/violations)  | \$75.00/visit                              |

|  |  |
|--|--|
| <b>Sewage Enforcement Rate Schedule 2024</b>   |  |
| Sewage Enforcement Officer   | \$100.00/hour  |
| 2 Probes (Does not include excavation)   | \$200.00   |
| Percolation Testing (Does not include excavation)  | \$325.00 each  |
| Residential Sewage Permit (Includes permit application, septic design review, permit issuance and 2 inspections) | \$325.00 each  |
| Dig presoak and provide water for percolation tests  | \$110.00 each  |
| Additional Inspections   | \$100.00 each  |
| Stormwater Inspection/Enforcement Officer  | \$100/hour   |
| <b>Township Attorney Fees</b>  | \$180/hour (for time spent on matters which are otherwise reimbursable to the Township pursuant to Township Ordinances (e.g., plan reviews, agreements, enforcement actions) or as provided by law (e.g., for actions to obtain judgment on Municipal Claims and to execute on real property subject to Municipal Claim) |

|                                  |   |
|----------------------------------|---|
|                                  | \$450.00 Municipal Claim (including filing fees and satisfaction fees)  |
| Township Other Professional Fees | At prevailing contract rate (for time spent on matters which are otherwise pursuant to Township Ordinances or as provided by law) |

**NOTE: If not otherwise listed, the fee will be assessed at the direction of Heidelberg Township**

**Recreation Park Usage Fees**

|   |  |
|---|--|
| Recreation Fields (for league use)<br>Maximum of up to 5 scheduled games/practices per week | \$160/month or portion of a month greater than 10 days |
|   | \$80/month less than 10 days in the month              |
|   | Fees payable in advance                                |
| Snack Shack (for non-profit fundraising use only)   | \$60 per use   |

RESOLVED this 2<sup>nd</sup> day of January, 2024.

ATTEST:

Judy Mustard  
Secretary

HEIDELBERG TOWNSHIP  
YORK COUNTY, PENNSYLVANIA

[Signature]  
Chairman

**CERTIFICATION**

To the Secretary of Community and Economic Development:

I HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution 2024-02 enacted by the Board of Supervisors of Heidelberg Township on the 2<sup>nd</sup> day of January, 2024.

Judy Mustard  
Heidelberg Township Secretary



**Commonwealth Code Inspection Service, Inc.**

40 W. 11<sup>th</sup> Ave., Suite F  
York, Pa. 17404

717-.846-2004 Phone  
717-846-2294 Fax'

January 1,2024

**Residential Inspection Prices**

Residential inspection prices are for dwellings 0 to 2500 square feet. Dwellings over 2500 square feet will be charged an additional ten dollars per 100 square feet, which will be added to the total basic inspection fee. Fees are for a maximum of one inspection per category; additional inspections shall be billed at the minimum rate.

|                               |          |                                   |
|-------------------------------|----------|-----------------------------------|
| Footings .....                | \$60.00  |                                   |
| Foundations .....             | \$60.00  |                                   |
| Framing rough .....           | \$60.00  |                                   |
| Plumbing rough .....          | \$60.00  |                                   |
| Mechanical rough.....         | \$60.00  |                                   |
| Electrical rough/service..... | \$60.00  |                                   |
| Energy rough .....            | \$60.00  |                                   |
| Sprinkler rough .....         | \$60.00  |                                   |
| Drywall .....                 | \$60.00  |                                   |
| <u>Final</u> \$60.00          |          |                                   |
|                               | \$600.00 | Including sprinkler if applicable |
|                               | \$540.00 | Inspection Fees with Sprinkler    |
| Application/processing Fee:   | \$15     | Inspection Fees without Sprinkler |

Additional inspection fees may be assessed at not less than \$50.00 per visit as required due to the complexity, the number of visits, of execution of the work being done. Additional required inspections will be charged at the per-inspection category rate. Small-scale projects will be priced depending on the complexity of the project, the length of the project, and the number of inspections required. Some examples are:

|  |        |   |
|--|--------|---|
| Mobile homes (or \$50 per trip) .....        | \$300. | <u>Electrical Service</u>                 |
| HUD Foundations.....                         | \$100  | Not Over 200Amp .....                     |
| Decks ( 2 trips; over 30") .....             | \$120. | Over 200 Amp - 400 Amp .....              |
| Sheds (Over 1000 Sq. Ft. (1 trip only) ..... | \$60.  | Over 400 Amp Commercial Fee Applies       |
| Fences (over 6').....                        | \$60.  | Investigations/On-site consultations..... |
| Daycares (up to six kids) .....              | \$75   | Return Trips .....                        |
| Daycares (over six kids up to 12): .....     | \$100  | Duplicate Certificate Issuance.....       |
| Foster Homes.....                            | \$65   | Sewer Laterals .....                      |
| Swimming Pools                               |        | Sewage Pits .....                         |
| Above Ground .....                           | \$120  | Grease Traps.....                         |
| In Ground .....                              | \$180  |   |

**Residential Plan reviews**

Residential R-3 & R-4 plan review fees are calculated as follows:

|   |       |
|---|-------|
| General residential (R-3 & R-4) housing and additions -   | \$50. |
| Small alterations (residential decks, fences over 6', porches, sheds, small additions, etc...)- | \$25. |
| Sprinkler — NFPA13R   | \$25  |
| Sprinkler - IRC   | \$25  |

- ♦Telephone/email consultations \$0
- \* \*BCO services/support \$0
- \* \*\*Field Enforcement Services \$60 per hour
- \* \*\*\*Court Enforcement Services \$75 per hour (Added as Court Costs)

# Commonwealth Code Inspection Service, Inc.

40 West Eleventh Avenue, Suite E  
York, Pa. 17404

717-846-2004 Phone  
717-846-2294 Fax

January 1, 2024

## CONSOLIDATED COMMERCIAL TEE SCHEDULE

### I Commercial Inspection Fees |

The fee schedule for inspections is based upon the latest building valuation data report of square foot construction costs published by the ICC valuation service, with a regional modifier applied. Actual cost submitted to, and accepted by, fire Municipality may also be used. There is a \$50 Application/Processing charge applied to all projects submitted on this fee schedule.

Large projects that require long team multiple inspections (progressive inspections) are calculated as follows:

Projects with a total construction cost of \$0.00 to \$499,999.99\*

Total construction cost X .002 = insurance cost

+Estimated length of project in weeks X \$50. = labor & travel cost

= Total

or no less than \$50. Per trip based on scope and complexity of the project

Projects with a total construction cost of \$500,000.00 to \$2,000,000.00\*

Total construction cost X .002 = insurance cost

+Estimated length of project in weeks X \$50. = labor & travel cost

= Total

or no less than \$50. Per trip based on scope and complexity of the project

Projects with a total construction cost of > \$2,000,000.00 to \$6,000,000.00\*

\$4000.00 + [(Total construction cost - \$2,000,000) X .0009] = insurance cost

+Estimated length of project in weeks X \$45. = labor & travel cost

= Total

Projects with a total construction cost of > \$6,000,000.00 to \$10,000,000.00\*

\$7600.00 + [(Total construction cost - \$6,000,000) X .0008] = insurance cost

+Estimated length of project in weeks X \$40. = labor & travel cost

= Total

Projects with a total construction cost of > \$10,000,000.00 to \$30,000,000.00\*

\$10800.00 + [(Total construction cost - \$10,000,000) X .00075] = insurance cost

4- Estimated length of project in weeks X \$40. = labor & travel cost

= Total

Projects with a total construction cost of > \$30,000,000.00 to \$50,000,000.00\*

\$25800.00 + [(Total construction cost - \$30,000,000) X .0007] = insurance cost

+Estimated length of project in weeks X \$40. = labor & travel cost

= Total





(\$150 Minimum)

Estimated Construction Value \$ 1,250,000. to \$ 5,000,000. = \$1,875. + (.0005 X construction value over \$1,250,000.)

Estimated Construction Value over \$5,000,000. = \$3,750. + (.0004 X construction value over \$5,000,000.)

Plan review for mechanical, plumbing, electrical, energy, accessibility and fire protection are computed at 25% of the building plan review fee for each discipline.

Special pricing may be given to buildings such as warehouses due to their relative simplicity or structures with repetitive features such as high rise buildings

Plan Review Fee Example:

Type of Construction: 2C                      Use Group: B  
Height 3 stories, 35 feet                      Area/Floor 10,000 sq. ft.

| Solution |   |                |
|----------|---|----------------|
| 1        | Gross square footage: 3 stories X10,000 square feet     | 30,000 sq. ft  |
| 2        | Compute estimated construction value'                   |                |
|          | Regional Modifier                                       | 1.02           |
|          | Square foot cost of construction                        | 67             |
|          | Estimated construction value (30000 X1.02 X 67*         | \$2,050,200:00 |
| 3        | Compute plan review fee                                 |                |
|          | Building: \$1,875 + (2,050,200 - \$1,250,000) X (.0005) | \$2,275.00     |
|          | Mechanical, Plumbing, Electrical: (.25 X \$2,275) X 3   | \$1,706.25     |
| 4        | Total ICC Based plan review fee                         | \$3,981.25     |
|          |   |                |

(Gross area modifier of 67 as example, actually based on the average building cost per square foot in the geographic area.) This formula does not reflect changes that ICC may have made to their fee schedule. We will use other plan review services that meet our criteria for consistent quality and charge the same or less than ICC reviews,

Plan reviews covering the requirements of mechanical and plumbing codes are available, each for a fee of 25% of the applicable building code review fee. Plan reviews for the requirements of the electrical code shall be provided at a fee of 35% of the applicable building code review fee, excluding reviews for any use included in the 'T' (Institutional) use group classification. Reviews done for the excluded use classification shall be based upon the degree of complexity

A preliminary plan review is available for a fee of 50% of the full plan review fee cost Preliminary plan review addresses such code requirements as: use and occupancy classification, type of construction, height and area calculations, means of egress, and fire restrictive construction requirements.

The preliminary plan review fee shall be credited towards the cost of a complete building code plan review conducted by Commonwealth Code Inspection Service, Inc.

Expedited or "fast track" plan reviews may be available as time and work-load allow. Expedited plan reviews shall be charged at 150% of the regular rate.

CHECKS FOR PLAN REVIEW FEES SHALL BE MADE PAYABLE TO:  
Commonwealth Code Inspection Service, Inc. (CCIS).

# Commonwealth Code Inspection Service, Inc

40 W. 11<sup>th</sup> Ave., Suite F  
York, PA 17404

717-846-2004 Phone  
717-846-2294 Fax

January 1, 2024

## Zoning Fee Schedule

### Residential Zoning Fees

Residential fees are a flat rate that are applied to all residential work being performed. Fee prices are for a maximum of one inspection per category. Additional and failed inspections shall be billed at the minimum rate.

#### Ordinary Inspections

|                                       |      |
|---------------------------------------|------|
| Plan Review.....                      | \$60 |
| Stake out.....                        | \$60 |
| Stormwater Management.....            | \$60 |
| Stormwater Management Final.....      | \$60 |
| Final Zoning (Use and Occupancy)..... | \$60 |

#### Other Inspections

|   |      |
|---|------|
| Enforcement of work commenced without permit..... | \$60 |
|---|------|

Additional inspections may be required after issuance of zoning permit as determined by the Zoning Officer. These inspections may be assessed at not less than \$60 per visit as required due to the complexity, number of visits, or execution of work being done.

### Commercial Zoning Fees

Commercial fees are a flat rate that are applied to all commercial work being performed. Fee prices are for a maximum of one inspection per category. Additional and failed inspections shall be billed at the minimum rate.

#### Ordinary Inspections

|                                       |       |
|---------------------------------------|-------|
| Plan Review.....                      | \$100 |
| Stake out.....                        | \$100 |
| Stormwater Management.....            | \$100 |
| Stormwater Management Final.....      | \$100 |
| Final Zoning (Use and Occupancy)..... | \$100 |

#### Other Inspections

|   |       |
|---|-------|
| Enforcement of work commenced without permit..... | \$100 |
|---|-------|

Additional inspections may be required after issuance of zoning permit as determined by the Zoning Officer. These inspections may be assessed at not less than \$100 per visit as required due to the complexity, number of visits, or execution of work being done.

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\*Field Enforcement Services ... \$60 per hour billed to the Municipality \$75 per hour

\*\*Court Enforcement Services

# C.S. DAVIDSON, INC.

ENGINEERING A BETTER COMMUNITY

## 2024 Classification Billing Rates

### Hourly Rates

|                                 |          |
|---------------------------------|----------|
| Principal                       | \$198.00 |
| Senior Project Engineer         | \$153.00 |
| Project Engineer                | \$133.00 |
| Senior Project Manager          | \$171.00 |
| Project Manager                 | \$145.00 |
| Designer 11                     | \$108.00 |
| Designer I                      | \$ 95.00 |
| Senior BIM Technician           | \$112.00 |
| BIM Technician 11               | \$ 90.00 |
| BIM Technician 1                | \$ 73.00 |
| Senior CADD Technician          | \$109.00 |
| CADD Technician II              | \$ 90.00 |
| CADD Technician 1               | \$ 69.00 |
| Senior Administrative Assistant | \$ 85.00 |
| Administrative Assistant 11     | \$ 75.00 |
| Administrative Assistant 1      | \$ 62.00 |
| Senior Planner                  | \$128.00 |
| Planner II                      | \$100.00 |
| Planner 1                       | \$ 76.00 |
| Senior GIS Technician           | \$117.00 |
| GIS Technician II               | \$105.00 |
| GIS Technician 1                | \$ 79.00 |
| Senior Survey Technician        | \$110.00 |
| Survey Technician II            | \$101.00 |
| Survey Technician 1             | \$ 79.00 |
| Senior Testing Technician       | \$ 96.00 |
| Testing Technician II           | \$ 78.00 |
| Testing Technician I            | \$ 69.00 |
| Senior Inspector                | \$107.00 |
| Inspector II                    | \$ 97.00 |
| Inspector 1                     | \$ 89.00 |
| Marketing                       | \$167.00 |
| Intern                          | \$ 62.00 |

### Reimbursables (Direct Expenses)

|                                |               |
|--------------------------------|---------------|
| Outside Reproduction           | Cost +10%     |
| Filing Fees                    | Cost +10%     |
| Subconsultants                 | Cost + 10%    |
| GPS Equipment                  | \$65.00/Hour  |
| RTS Equipment                  | \$55.00/Hour  |
| Network GPS Equipment          | \$80.00/Hour  |
| Mileage (where applicable)     | IRS Rate+ 10% |
| Prints/Plots (black and white) |               |
| 24" x 36"                      | \$3.00/sheet  |
| 36" x 42"                      | \$6.00/sheet  |
| Prints/Plots (color or mylar)  |               |
| 24" x 36"                      | \$6.00/sheet  |
| 36" x 42"                      | \$12.00/sheet |

Note: Rates are effective 01/01/24 through 12/31/24.

ENGINEERING A BETTER COMMUNITY

CSDavidson.com

**T T T** Engineers  
( **T H I** and  
**A A A** Surveyors  
Group Hanover, Inc.

Douglas L. Stambaugh, PLS, SEO  
Edward L. Mort, PLS Eric N.  
Tremblay, PE Robert A. Nedzel, PE,  
PLS

November 29, 2023

Heidelberg Township Board of Supervisors  
6924 York Road  
Spring Grove, PA 17362

ATTN: Barbara Krebs, Manager

SUBJECT: SEWAGE ENFORCEMENT SERVICES

Dear Ms. Krebs,

Thank you for giving us the opportunity to serve you as your Sewage Enforcement Officer. We have enjoyed working for Heidelberg Township and believe that we have performed our services the way the Board wants them performed. We respectfully request that the Board reappoint us as Sewage Enforcement Officer for 2024.

Enclosed is our rate schedule for 2024.

We are pleased to have you as a client and believe that the relationship is mutually beneficial.

Please contact me should you have any questions or concerns.

Very truly yours,

GHI Engineers and Surveyors



Douglas L. Stambaugh, PLS, SEO

**GHI ENGINEERS AND SURVEYORS  
SEWAGE ENFORCEMENT RATE SCHEDULE FOR 2024**

|   |                |
|---|----------------|
| Sewage Enforcement Officer (Misc. services including plan reviews, enforcement, and site visits)                | \$ 100.00/hour |
| 2 Probes<br>(Does not include excavation)   | \$ 200.00      |
| Percolation Testing<br>(Does not include excavation)  | \$ 325.00 each |
| Residential Sewage Permit (Includes permit application, septic design review, permit issuance and 1 inspection) | \$ 325.00 each |
| Additional Inspections  |                |
| Dig, presoak and provide water for percolation tests  | \$ 100.00 each |
|   | \$ 110.00 each |

2024  
FEE SCHEDULE

Attorney Rate ..... \$180.00 per hour

Law Clerk/Paralegal/Project Manager..... \$100.00 per hour

Attorney in Charge: ..... Timothy J. Shultis, Esquire

Invoiced amounts due within fifteen (15) days of date of invoice. Failure to timely remit payments will be grounds to suspend or cease legal representation. Salzman Hughes, P.C. reserves the right to increase the above rates from time to time as a result of increased overhead and/or costs. Such increase in rates shall be noted on invoicing.

## Engagement & Representation Agreement

We are pleased that Heidelberg Township has engaged Salzmann Hughes, P.C. (the "Law Firm") to serve as your legal counsel by providing Solicitor services to Heidelberg Township. Our representation is limited to Township Solicitor matters. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all the terms or language in this engagement agreement, please contact Timothy J. Shultis, Esq., prior to signing this engagement agreement. This engagement agreement shall supersede all previous engagement agreements or representation agreements entered into by you with the Law Firm, oral, written or otherwise.

### Scope of Representation

We have been engaged to represent Heidelberg Township as Solicitor. Timothy J. Shultis, who is a Shareholder with the Law Firm will be the lead attorney for this matter. Other individuals may assist from time to time as determined by the Law Firm. The use of associates, paralegals, law clerks, and project managers results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a shareholder. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact the lead attorney or firm administrator to discuss these issues.

Our emphasis is on ascertaining solutions to your problems and helping you implement the strategy solutions selected by you following discussion of available options. This Agreement covers all services including but is not limited to, telephone calls, conferences with our office related to serving your needs, research, travel, and other time necessary to assist you. It covers attorney time and the time of our staff, including any time we spend with third parties we employ to help you. A minimum charge of 3/10<sup>th</sup> of one hour is charged for each telephone call, letter, memo or other item of work, however actual time is billed, in increments of six minutes if the actual time exceeds the minimum charge of 3/10<sup>th</sup> of one hour. All time expended on your behalf will be documented including telephone conversations, e-mails, drafting of documents, negotiations, legal research, meetings and any required travel time. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorneys will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

### Limited Scope of Representation

The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.



This is not a general representation agreement. Accordingly, our hourly attorney fees, outlined below, do not cover any work beyond what is outlined in this Agreement. If you request us to perform additional services for other work and if we agree to perform those services, then different attorney's rates or structures or terms and conditions may apply.

### Fees and Invoicing

We will submit an invoice to you at the beginning of every month. Expenses will be separately itemized on the invoice and fees will be charged as indicated below. Our invoices are due and payable at the end of every month and are considered past due if not paid by the end of the calendar month of the invoice date.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

We will provide you with a summary invoice listing these deductions at the time of any payment to you from a settlement or judgment.

The Fee Schedule for 2024 is attached. From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments in writing at least 30 days prior to the effective date of the adjustment.

We reserve the right to add to an invoice any Federal, State or Local taxes which may be assessed against the firm for the work we are performing on your behalf. All Federal, State and Local taxes assessed may include but are not limited to sales tax, business privilege tax and or other license fees or assessments.

It is our policy to describe services performed in a descriptive manner so that you may be able to understand the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the invoice, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our invoice if you dispute any entry for legal services or charges on any invoice. In the absence of any written objections thereto within 30 days of your receipt of an invoice, you will be deemed to have accepted and acknowledged the invoice as correct through the period covered by the invoice.

The rates set forth in the Proposal and Representation letter are subject to an annual increase in the amount of 3% of the prior year's rate, rounded to the nearest whole dollar, unless otherwise agreed to in writing by Attorney and Client.

In addition, if as a result of our engagement, we are required to produce documents

or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons whether initiated by you or an opposing party, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

### **Expenses**

In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, digital legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. In no event will the administrative expense exceed 15% of the cost to the Law Firm. Expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you. Certain expenses may include an adjustment, above cost, to cover our administrative expenses in providing the billed service, however in no event will adjustment exceed 15% of the cost to the Law Firm.

Expense items incurred on your behalf will be itemized separately and listed on our invoices as "expenses." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

In addition to attorney's fees, there are times when expenses must be paid to third parties such as experts, consultants and investigators. To better enable us to represent you, it may become necessary to hire third parties. Client agrees to pay such fees and charges in advance upon request. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges. If there are any expenses, then we will pass those expenses to you dollar-for-dollar. Third party expenses are in addition to our fee.

### **Late Payment and Failure to Pay**

If you fail to pay our invoice in full on or before the due date set forth on the invoice and this agreement, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such

work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

### **Responsibilities of Law Firm and Client**

We will provide only legal services, as previously described in the "Scope of Representation" and "Limited Scope of Representation" sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be presented in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal

property, funds, and any portions of the actual client file that belong to you.

If you have previously engaged other counsel to represent you in this matter, you hereby agree to indemnify the Law Firm for any fees, expenses, or other damages sought by prior counsel against the Law Firm arising out of, related to, or incurred in the course of prior counsel's representation of you in this or any related matter. Any and all fees and expenses due and payable to prior counsel shall be wholly your responsibility, regardless of whether they were billed on an hourly, flat or contingent fee basis. The retainer may be used to satisfy this indemnification obligation or held until the resolution of any fee dispute with prior counsel relating to this matter.

You hereby certify that, as of the date of the execution of this Agreement that you have disclosed in writing to the Law Firm any fee, expense, or other amount claimed or sought by prior counsel related to this matter.

### **Termination**

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately unless leave of court is required to discontinue representation. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm or leave of court is granted for the Law Firm to withdraw.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. Once all amounts due have been paid to the Law Firm, your file will be returned to you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination

of our representation in accordance with the provisions of this agreement.

Attorney may withdraw as determined necessary by Attorney including but not limited to the non-payment of any invoice as due and matters determined by Attorney to be good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services are concluded, all unpaid charges will immediately become due and payable. In the event Client fails and/or refuses to pay such unpaid charges, Attorney shall retain all rights and remedies under applicable law, including (without limitation) the right to assert and enforce (i) a retaining lien to retain money, papers or other property in Attorney's possession, and/or (ii) equitable and legal charging liens with respect to certain funds of Client in Attorney's possession or in the control or possession of the Court. In addition, the Law Firm, shall have the right to seek reimbursement for the costs and expenses of seeking to collect any unpaid balance, including, but not limited to, court costs, attorneys' fees, and collection agency fees.

### **Electronic Data Communication and Storage**

In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account if the representation involves a non-work related or shared matter. You should utilize only a private email account that is password protected and accessed solely by you.

### **File Retention and Destruction**

At the conclusion of this matter, we will retain your legal files for a period of the greater of 4 years after we close our file or any applicable statute of limitation period. At the expiration of the period of 4 year period, we will destroy these files unless you notify us in writing that that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

### **No Guarantee of Success**

It is expressly acknowledged by you that this Law Firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this Law Firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

### **Conclusion of Matter/Representation**

As stated above, this is not a general representation agreement. At the conclusion of this matter, the Attorney will send you a letter stating our representation has ended. If you wish to obtain copies of any documents or records from your client file, please notify the Attorney prior to the expiration of the record retention period, outlined above, and we will provide such requested information. You should also retain copies of any important documents, agreements, correspondence, or other matter pertaining to your case.

### **Arbitration of Disputes**

In the event any dispute involving legal representation arises, the dispute shall be decided exclusively by binding arbitration. Arbitration shall be conducted by way of an informal conference before a panel of three attorneys from the York County Bar Association. The parties hereto agree that the decision of a majority of the members of the panel shall in no event exceed a client award of \$50,000.00 or an amount equal to the amount paid for the services to the Law Firm, whichever is less. Attorneys' fees owed to the Law Firm may be awarded in excess of \$50,000.00. The foregoing shall not be deemed to restrict in any way Attorney's right to assert any attorney's lien as authorized under Pennsylvania law.

### **Applicable Law**

This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

### **Marketing**

We are often asked, in a marketing context, to identify clients of the Law Firm. Unless you let us know to the contrary, we will assume that you authorize us to identify Heidelberg Township as a client of the Law Firm in brochures, on our website and in other written materials prepared for the purpose of marketing the Law Firm's services.

Client Review of this Agreement

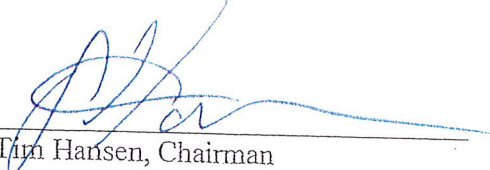
You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this Law Firm and away from the Law Firm's office prior to signing it. You understand that the Law Firm is not retained until the signed original engagement agreement is returned to the Law Firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the Law Firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

Signed and accepted by:

Heidelberg Township

  
\_\_\_\_\_  
Tim Hansen, Chairman

1-3-2024  
\_\_\_\_\_  
Date