

DEBRA A. SHULSKI
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extension: 210



September 27, 2022

via e-mail

Stephen Repasch, Executive Director
Bethlehem Authority
10 East Church Street
Bethlehem, PA 18018
srepasch@bethlehem-pa.gov

Re: Bethlehem Authority/Penn Forest Township

Dear Steve:

We appreciate the Bethlehem Authority's retention of our firm to assist in the pending land use appeal in Penn Forest Township. This letter deals with administrative matters, which we like to firm up at the outset of a new client relationship.

Key Personnel

I will be the attorney primarily responsible for handling this assignment. Please feel free to contact me at the telephone number on this letterhead at any time should you wish to discuss the project or any particular issue related to it. If I am ever unavailable, please feel free to contact my assistant, Mary Maccario (marym@rrhc.com), who will try and assist you in my absence. In the interest of facilitating communication, our firm is accessible on the internet and my e-mail address is debbie@rrhc.com. Our firm's executive administrator is Luanne Lyons-Smith, who is responsible for billing and similar administrative matters. If you ever have a question on a bill, please do not hesitate to contact Luanne directly. I am available for such questions as well.

Fees, Costs and Billing

We believe it is healthy for a good attorney-client relationship to have a written understanding as to our fee arrangement as the amount of legal fees can sometimes be substantial. In determining the value of our services, our fees are principally based on the amount of time spent by the attorneys and paralegals on your legal matters, multiplied by the hourly rates charged for such person's services. Each attorney and paralegal who works on your legal affairs is required to record his or her time and, in summary form, note the task performed during that period. The minimum time unit recorded is 1/10 of an hour, or six minutes. The hourly rates for the various attorneys in our law firm who maybe working on your legal matters range from a low of \$205.00 per hour to a high of \$450.00 per hour. The hourly rates for our paralegals are \$175.00-\$200.00 per hour. My hourly rate which will be

charged to your matters will be \$305.00 per hour and my partner, Ed Greene's rate will be \$300.00 per hour. We reassess our hourly rates from time to time, and your bills will reflect the applicable rate in effect at the time the particular service is rendered.

In the various cases we undertake, we attempt to assign the attorney or attorneys whom we believe will most effectively be able to handle the particular issues in question from a professional standpoint as well as with the least amount of expense to the client. At times there may be more than one attorney working on your legal matters. In many cases, this consultation with other attorneys in the firm is appropriate as particular legal or strategy issues may arise. We also try to make sure that the work which can be done by an attorney with a lower hourly rate is not being performed by an attorney at a higher hourly rate.

It is also our policy to serve our clients with the most effective support systems available, while at the same time allocating charges for such systems in accordance with the extent of usage by individual clients. These services are not included in the firm's overhead for the purpose of setting our billing rates, since the firm believes it is fairer to charge these items to the clients incurring them rather than to increase hourly rates and spread the expenses among all clients. Accordingly, in addition to the legal fees for services rendered by attorneys and paralegals, we also charge for direct expenses paid on your behalf. These expenses include, but are not limited to, such costs as filing fees, transcripts of court and other proceedings, postage, photocopying and document reproduction, subpoenas, toll phone calls, parking fees and mileage, computerized research facilities, messenger and courier fees. Only the direct cost associated with your case is billed.

As a general rule, we do not attempt to give estimates of the amount of time a legal matter will consume as many of the factors which would allow us to make such an estimate are beyond our control. For instance, the attorney representing the opposing party may be most reasonable and willing to work toward a quick resolution of an issue. On the other hand, the opposing attorney or his client may be most unreasonable requiring the expenditure of substantially more time than should otherwise be required. Likewise, the complexity of issues may not be fully apparent at the outset of representation. Any estimate of anticipated fees which we provide at the request of a client, whether for budgeting purposes or otherwise, is, in view of the uncertainties involved, necessarily only an approximation of our potential fees and other charges. Under no circumstances is such an estimate a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

Our firm submits fee statements on a monthly basis and, because there is generally a time lag between the rendering of services and the issuance of a statement, the statement is due upon receipt. If a statement is not paid within thirty (30) days of the date it is issued, amounts outstanding will bear interest at the rate of one (1%) percent per month. In the event that it becomes necessary for us to undertake collection efforts for any fees or costs incurred, we will be entitled to recover all of our costs incurred in those efforts, plus a collection charge of twenty (20%) percent of the amount due for principal and interest. In all cases, we reserve the right to stop performing services if our fee statements are not paid within sixty (60) days of receipt, or if a requested retainer is not paid. If we stop services as a result of non-payment, and seek court approval to withdraw an appearance filed on your behalf, we will bill for our time expended in obtaining such approval at normal hourly rates. Also, we have found it to be more cost-effective and efficient to send our invoices by e-mail to a

person and e-mail address designated by the client. Unless you direct otherwise, or we have agreed to work through an electronic billing service that you use, we will send monthly bills to you via e-mail, and not issue a paper bill. If you change the e-mail address to which you have authorized us to send your bills, it is important that you notify us of this.

If you have any questions about the type of service rendered or the amount of the statement, please notify us promptly in writing. Unless you do so within twenty-five (25) days of the date a fee statement is issued, we shall regard the statement as final and undisputed. The purpose of this requirement is to resolve any fee problems immediately while recollections of events are fresh.

Retainers

In undertaking new matters such as yours, we often request a retainer against fees and costs, which is intended to secure payment of bills for services rendered and costs incurred, and which will be applied to payment of the final invoice upon conclusion of the matter. In your case, we will not require an initial retainer.

Document Retention and Destruction

We would also like to advise you as to our file retention and destruction policy. Our firm has adopted a file retention and destruction policy consistent with the rules of professional conduct on the subject. After the conclusion of the matter which is the subject of our engagement (including any additional matter which you may assign to us and which assignment we accept), we will make available to you upon request a digital copy of documents in your file for your use. Although we take reasonable precautions (as described in the section below under "Email and Data Security") to preserve our digital files, we cannot guarantee that over time old files will not be degraded or rendered unreadable, and accordingly we encourage you to request copies of anything you may want to preserve promptly after a matter is concluded. We may purge digital files that we have retained five (5) years after a matter is concluded. Because our policy is to retain only digital versions of papers used in providing our legal services to you, we do not generally retain paper copies of documents. Upon receipt of original documents for a matter, we will retain digital copies and either destroy or return the paper received to the sender or other person to whom it should properly be returned, such as the benefitted party under a document which is recorded and returned to us.

Email and Data Security

Our firm currently uses customary industry firewall technology which includes: Web Filtering, Intrusion Prevention Service (IPS), and Anti-virus software on all servers and devices. Our e-mail uses Transport Layer Security (TLS), which when configured on the receivers end encrypts e-mails. Our system removes TLS encryption from sent e-mail when that application is not activated on the recipient's system. We also use sharefile for receipt of mandatory encrypted e-mail. If you have specific security requirements beyond the above, we ask that you speak with us about them, so that we can attempt to accommodate you, but we may need to pass along the cost of any special arrangements to you.

Conclusion

We hope this letter satisfactorily sets forth the basis of our charges for fees and costs. If this is your initial engagement of our firm, the provisions of this letter will apply to all future matters which you may authorize us to handle on your behalf, unless otherwise agreed in writing.

It is our continuing goal to provide quality legal services on the most cost-efficient basis possible. We encourage you to contact us at any time if you have any questions about our billing policies generally or about a specific statement. If you have any questions about the terms outlined in this letter, please call. If there are no questions, we ask that you please sign the enclosed copy of this letter and return it to us signifying your receipt of, and concurrence with, the fee and costs agreement. Following receipt of the signed letter and the requested retainer referenced above we will then be able to proceed with representation of you in connection with the matter described above.

We thank you for choosing us to be your legal counsel on this particular project and we look forward to representing you in this matter.

Sincerely,



DEBRA A. SHULSKI

ACCEPTED AND APPROVED:

BETHLEHEM AUTHORITY

Dated: _____

By: _____

Name: _____

Title: _____