

**Monday, January 6, 2020**  
**Board of Commissioners - Reorganization Meeting**

**Public Meeting Room, 7:00 p.m.**  
**South Whitehall Township Building**  
**4444 Walbert Avenue**  
**Allentown, PA 18104**

**1. CALL TO ORDER**

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**2. PLEDGE OF ALLEGIANCE**

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**3. NOTIFICATION**

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A. All public sessions of the South Whitehall Township Board of Commissioners are electronically recorded. The electronic record is kept until the minutes of the meeting are approved, and destroyed if a request is not made to retain the electronic version at that time.

**4. INSTALLATION OF ELECTED OFFICIALS**

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A. Administration of Oaths of Office

**5. RESOLUTIONS**

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A. A Resolution Of The Board Of Commissioners Of South Whitehall Township, Lehigh County, Pennsylvania Reappointing Renee Bickel As Township Manager - **Page 3**

B. A Resolution Reappointing Joseph A. Zator II Zator Law Offices, LLC, as Township Solicitor - **Page 15**

C. A Resolution Reappointing James L. Broughal, Broughal and Devito, LLP, as the Alternate Township Solicitor - **Page 17**

D. A Resolution Reappointing Eckert Seamans as Solicitor for the Civil Service Commission - **Page 19**

E. A Resolution Reappointing Eckert Seamans as Solicitor for the Pension Committee - **Page 23**

F. A Resolution Reappointing Eckert Seamans as Labor Counsel - **Page 27**

G. A Resolution Reappointing Maria C. Mullane, Esquire, As Zoning Hearing Board Solicitor - **Page 31**

H. A Resolution Reappointing Lawrence B. Fox, Esquire, as Solicitor to the Building Code Appeals Board - **Page 35**

I. A Resolution Reappointing Lawrence B. Fox, Esquire, As The Township Tax Appeal Hearing Officer, And Establishing The Manner Of Compensation Of The Township Tax Appeal Hearing Officer - **Page 37**

J. A Resolution Reappointing The Pidcock Company as Township Engineer - **Page 39**

K. A Resolution Reappointing And Establishing The Manner Of Compensation For Keystone Consulting Engineers, As The Alternate Township Engineer - **Page 43**

L. A Resolution Reappointing Keystone Consulting Engineers As Sewage Enforcement Officer - **Page 45**

M. A Resolution Appointing Hanover Engineering As Geotechnical Engineer - **Page 51**

N. A Resolution Reappointing Hanover Engineering As Alternate Sewage Enforcement Officer (SEO) - **Page 55**

O. A Resolution Reappointing Spotts, Stevens And McCoy As Utility Engineer - **Page 59**

P. A Resolution Reappointing CodeMaster Inspection Services as the Residential Inspector - Page 63

**6. MOTIONS**

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**7. CORRESPONDENCE AND INFORMATION ITEMS**

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A. Public Notice - South Whitehall Township 2020 Meeting Schedule - Page 69

**8. ELECTION OF OFFICERS**

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A. President

B. Vice President

C. Assistant Secretary

**9. DIRECTION/DISCUSSION ITEMS**

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**10. OLD BUSINESS**

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**11. COURTESY OF THE FLOOR**

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**12. PAYMENT OF INVOICES**

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A. Invoices and Purchasing Requisitions have been reviewed by the Township Manager and the Director of Finance, who authorize that checks be issued to pay bills as tabulated.

**13. EXECUTIVE SESSION**

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A. Scheduled Accordingly.

**14. ADJOURNMENT**

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A. Motion to Adjourn.

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY,  
PENNSYLVANIA REAPPOINTING RENEE BICKEL AS  
TOWNSHIP MANAGER**

**WHEREAS**, the Office of Township Manager was established by Ordinance 45 on April 13, 1966, which was subsequently amended via Ordinance No. 22 (enacted August 4, 2010), Ordinance No. 948 (enacted April 18, 2012), Ordinance No. 989 (enacted November 5, 2014), and Ordinance No. 1001 (enacted September 16, 2015); and

**WHEREAS**, the Office of Township Manager is codified in Chapter 50, Article I of the Code of the Township of South Whitehall; and

**WHEREAS**, pursuant to Resolution No. 2018-09, duly adopted on January 2, 2018, the Board of Commissioners re-appointed Renee Bickel as Township Manager; and

**WHEREAS**, the Board of Commissioners has determined that it is in the best interest of the Township to re-appoint Renee Bickel as Township Manager.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, that the Board of Commissioners of South Whitehall Township, hereby appoints Renee Bickel to serve as Township Manager subject to applicable law and the following conditions:

1. The Township Manager shall perform the job duties and responsibilities as outlined in the Township Manager Ordinance, codified at Chapter 50, Article 1 of the Code of the Township of South Whitehall, as amended and as may be amended or replaced from time to time in the future, and set forth in the Employment Agreement, which is attached hereto and incorporated herein as Exhibit "A".

2. The Township Manager shall devote her full time, ability and attention to the Township business during her time as Township Manager.

3. All other terms of employment applicable to the Township Manager, including without limitation, are outlined in the Employment Agreement and/or the Township Employee Handbook.

**DULY ADOPTED** this **6th** day of January 2020 by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution and the Employment Agreement attached hereto and incorporated herein as Exhibit "A" on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

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Christina (Tori) Morgan, President

**ATTEST:**

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Stephen D. Carr, Secretary

**EMPLOYMENT AGREEMENT  
(Township Manager)**

This AGREEMENT dated as of the \_\_\_\_ day of January 2020, by and between the **Township of South Whitehall**, a Pennsylvania Township of the First Class (the “**Township**”), and **Renee Bickel** (the “**Manager**”).

**WHEREAS**, the Township is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 *et seq.*, as amended; and

**WHEREAS**, the Township pursuant to Resolution No. 2017- 134 duly adopted on June 7, 2017, appointed Renee Bickel as Township Manager for South Whitehall Township; and

**WHEREAS**, the Township pursuant to Resolution No. 2018- 09 duly adopted on January 2, 2018, reappointed Renee Bickel as Township Manager for South Whitehall Township; and

**WHEREAS**, the Township believes it is in the best interest of the Township to retain the services of the current Township Manager and reappoints Renee Bickel as the Township Manager and is desirous of executing an employment agreement memorializing same; and

**WHEREAS**, the Manager desires to continue her employment with the Township in the capacity of Township Manager, and she is desirous of executing an employment agreement with the Township.

**NOW THEREFORE**, for and in consideration of the mutual promises herein contained and the undertakings of the parties herein set forth, it is hereby agreed by and between the Township and the Manager as follows:

1. **EMPLOYMENT.** The Township agrees to employ the Manager and the Manager hereby accepts employment with the Township upon the terms and conditions herein set forth, and in accordance with and subject to all applicable legal requirements.

2. **TERM.** The Manager’s employment shall be at-will, and may be terminated by either the Township or the Manager at any time, for any reason, with or without notice. Pursuant to the Section 56504 of the First Class Township Code, the terms and conditions set forth in this Agreement shall expire either two (2) years from the date of this Agreement or the date of the Board of Commissioners’ organizational meeting following the next municipal election, whichever shall first occur. In the event employment is terminated before expiration of this Agreement, the Manager shall have no right to compensation or fringe benefits beyond the date of termination, except as set forth in Section 8. In the event the Manager remains employed by the Township following expiration of this Agreement without a new employment agreement being executed, the Manager shall have no right to the compensation, fringe benefits, or any of the

severance benefits set forth in Section 8, including if that employment is terminated, for any reason, after the expiration of this Agreement unless and to the extent this Agreement is extended, or any such benefits and/or compensation are extended without this Agreement being extended, in either case, by action of the Township Board of Commissioners.

3. **BASE COMPENSATION.** Pursuant to this Agreement, the Manager shall receive an annualized base salary for all services rendered of One Hundred and Twenty-Three Thousand Dollars (\$123,000.00) payable on regular Township pay days. Salary payments shall be subject to withholding and other applicable taxes. Modifications to the Manager's base salary shall be determined by the Township's Board of Commissioners in its discretion.

4. **FRINGE BENEFITS.**

a) During her employment by the Township, the Manager shall be entitled to such fringe benefits, on such terms and conditions (including employee co-payments), and pursuant to such generally applicable policies and procedures, as are offered to the Township's managerial employees. Such benefits currently include: (i) 50% of the premium for the family medical, prescription, dental and vision coverage, or after the occurrence of a qualifying event, family medical, prescription, dental and vision coverage; (ii) any offered supplemental health coverage (such as through American Fidelity) in which employees may participate entirely at their own expense; (iii) life insurance in an amount equal to annual salary rounded to the nearest thousand, subject to a \$125,000 cap; (iv) a defined benefit pension plan, and a "457 plan" in which employees may participate at their own expense; (v) participation in the Township's Thrift Savings Plan; (vi) the Manager shall be entitled twenty-five (25) paid time off ("PTO") days per calendar year, with any PTO of more than five (5) consecutive days in length to be taken at a time coordinated with the President of the Board of Commissioners; (vii) Manager is entitled to seven (7) days of paid sick leave per calendar year (2020 will have a starting bank of seven (7) days for a total bank of fourteen (14) days). Three (3) or more consecutive sick days shall require a doctor's note as may be requested by the Board of Commissioners and/or the Payroll/HR Coordinator; (viii) subject to the maximum amount and other requirements and limitations as set forth in the coverage program and/or documents, Manager is entitled to short-term and long-term disability coverage provided by the Township and administered by a third-party administrator or insurance company chosen by the Township. Short-term disability coverage shall provide a benefit of one hundred percent (100%) of the Manager's base salary up until and including the 90<sup>th</sup> day of disability. Long-term disability coverage shall provide a benefit of sixty percent (60%) of the Manager's base salary up to a maximum monthly payment of \$5,000; and (ix) an annual lump sum payment, which is prorated based on the Manager's annual salary, the number of days in the calendar year by which Manager's annual PTO entitlement for the calendar year exceeds the PTO days taken during that calendar year, calculated in the manner consistent with historical practice for Township employees.

b) Manager shall also be provided with the following: (i) a cellular phone for Township-related use; (ii) the Township shall pay for or reimburse Manager for cost of the annual membership dues, registration/attendance, and customary and necessary travel expenses reasonably incurred for the annual conferences for the Senior Professional in Human Resources (SPHR) and of the Society for Human Resource Management (SHRM); and (iii) a Township vehicle for Township related use. The Manager's use of the vehicle shall be considered a "non-exempt take home vehicle" and therefore Manager will have an assessment, as set by the IRS, each

year added to the Manager's taxable income. The assessed amount shall be added to the Manager's taxable income only for the purpose of calculating the tax liability. Manager shall be responsible for the tax on the assessed amount. With respect to all fringe benefits, Manager shall be responsible for ensuring compliance with all Internal Revenue Service documentary and other requirements.

c) Copies of all current health coverage, insurance, thrift savings, and pension plan documents are public documents and available for inspection at any time. The benefit plans and other fringe benefits offered by the Township, as well as elements, terms and conditions thereof, may be modified by the Township from time to time.

5. **REIMBURSEMENT OF EXPENSES.** The Township shall reimburse the Manager for customary and necessary expenses reasonably incurred by the Manager in the course of performing duties for the Township. Reimbursement will be made upon submission of appropriate documentation of such expenditures. Absent either (a) specific prior approval of the Board of Commissioners, or (b) extraordinary circumstances, the expectation is that such expenses will have been appropriately budgeted and approved by the Board of Commissioners.

6. **ROLE AND RESPONSIBILITIES.** The Manager shall hold the office of Township Manager, and shall exercise such authority, and have such responsibilities and duties, as are set forth in the job description attached as APPENDIX A to this Agreement, and as are set forth in the Code of the Township of South Whitehall, Chapter 50, Article I, as amended, and as may be further amended in the future. The position of Township Manager is an exempt, salaried managerial position. Hours of work shall include normal Township hours of operation Monday through Friday, and any additional hours, including but not limited to night meetings, as are necessary to properly fulfill the responsibilities of the position. It is understood that the Township may, from time to time, add to, curtail or otherwise modify the Manager's precise responsibilities and duties. The Manager hereby agrees to abide by the established policies and procedures of the Township, and such additional, reasonable policies and procedures as may be established from time to time.

7. **EXTENT OF SERVICES.** The Manager shall devote her full time, ability and attention to the Township business during the term of this Agreement, and may not directly or indirectly render any services for compensation of a business, commercial or professional nature to any person or entity, other than immediate family members, without the prior written consent of the Township, which consent shall be granted or withheld at the sole discretion of the Township. In addition, without any need for further approval by the Township being required, Manager is permitted to participate in teaching/instructional activities for compensation, as long as such activities do not interfere with Manager's job performance, role or responsibilities contemplated by this Agreement.

8. **SEVERANCE PAY UPON EMPLOYMENT TERMINATION.**

a) Termination by the Township without Cause. If the Township terminates the Manager's employment without cause, upon the Manager's execution of a release, satisfactory to the Township, of all employment-related claims against the Township and its elected and/or appointed commissioners, elected and/or appointed officials, officers, employees, attorneys, insurers, representatives, successors and assigns, the Township shall pay the Manager severance pay in an amount equal to twenty-six (26) weeks' salary at the Manager's then current annual base

salary rate. In addition, in the event the Manager elects and is otherwise eligible to continue health insurance coverage under the provisions of COBRA, the Township will excuse the Manager from payment of the applicable premium and any administrative fee for coverage through the end of the first full calendar month following the date of termination. The final payment to the Manager shall include payment in an amount that is prorated based on annual salary, the number of days by which the Manager's annual PTO entitlement for the calendar year in which termination occurs (prorated based on the date of termination) exceeds PTO days taken during the calendar year, or, conversely, be reduced by the amount reflecting the number of days by which PTO days taken exceeds the Manager's prorated PTO day entitlement ("**Net PTO Days**").

b) Termination by the Township With Cause. For the purposes of this Agreement, "**Cause**" means any of the following events:

i. The Manager is convicted of, whether or not appeal is taken, or pleads guilty or *nolo contendere* to, any crime involving personal dishonesty, moral turpitude, or willful or violent misconduct, or which is characterized as a felony under the penal laws of the United States or any State; or

ii. The Township discovers evidence of any embezzlement of Township funds by the Manager, or any other breach of fiduciary duty to the Township; or

iii. The Manager commits business misconduct in the performance of her duties; or

iv. The Manager engages in conduct that can be expected to cause damage to the reputation of the Township in the community or region; or

v. The Manager engages in willful misconduct within the meaning of the Pennsylvania Unemployment Compensation Law; or

vi. The Manager materially fails to perform her duties as set forth hereunder after receiving notice and a reasonable period of time under the circumstances (not to exceed 30 days) to correct the deficiency(ies).

If the Manager's employment is terminated for Cause, the Manager shall have no right to severance pay or other compensation or fringe benefits beyond the date of termination except as may be required by applicable law. The final payment to the Manager shall be increased or decreased accordingly to reflect Net PTO Days as of the date of termination.

c) Termination by Manager. If the Manager terminates her employment with the Township, provided that the Manager has given at least thirty (30) days' written notice of termination to the Township, the final payment to the Manager shall, if applicable, be increased to reflect positive Net PTO Days as of the date of termination, but shall not be decreased to reflect negative Net PTO Days.

9. **RETURN OF TOWNSHIP PROPERTY.** Upon termination of Manager's employment with the Township, for any reason, the Manager shall immediately return to the Township any and all Township property issued to her including but not limited to building key(s),



office key(s), the key(s) to any Township vehicle, Township-issued iPad, computer, and cellular phone, and any password(s) and/or back-up software the Manager possesses. Further, the Manager shall not access, or have others access for her, the Township's computer network or databases. Manager further agrees to notify the Township of any other items to which she had or has access, authorization, passwords, or credit accounts relating to the business of Township, and to immediately provide all such information to the Township's Payroll/HR Coordinator without retaining any such information thereafter.

10. **CONFIDENTIALITY.** The Manager agrees that she shall hold any confidential Township information learned or received by her during the course of her employment with the Township in strict confidence and shall exercise a reasonable degree of care to prevent disclosure of such information to others. The Manager shall not disclose or divulge either directly or indirectly any confidential Township information to others unless first authorized to do so in writing by the Board of Commissioners. This duty and responsibility shall continue into perpetuity and shall survive the termination of this Agreement.

11. **NOTICES.** Any notice required or desired to be given under this Agreement shall be in writing and shall be delivered either by certified mail, return receipt requested, or by FedEx, Standard Overnight Service, or by other nationally recognized overnight delivery service requiring a signature for receipt. Notices delivered by certified mail shall be deemed communicated on the next business day after mailing. Notices from the Township must be delivered to:

Renee Bickel  
445 Candlewood Way  
Harleysville, PA 19438

Notices from the Manager must be marked "URGENT - PERSONAL AND CONFIDENTIAL", and delivered to:

President  
South Whitehall Township Board of Commissioners  
4444 Walbert Avenue  
Allentown, PA 18104

With copy to the Township Solicitor as follow:

Joseph A. Zator II, Esq.  
Zator Law  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104

Either party may designate a different place to which notices shall be delivered by giving written notice to that effect to the other party in accordance with the provisions of this Section.

12. **WAIVER OF BREACH.** The Township's waiver of a breach of any provision of this Agreement by the Manager shall not operate or be construed as a waiver of any subsequent breach by the Manager. No waiver shall be valid unless in writing and signed by an authorized officer of the Township.

13. **PRIOR AGREEMENTS.** The Manager represents to the Township (a) that there are no restrictions, agreements or understandings whatsoever to which the Manager is a party which would prevent or make unlawful her execution of this Agreement or her employment hereunder, (b) that her execution of this Agreement and her employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which she is a party or by which she is bound, and (c) that she is free and able to execute this Agreement and to accept employment with the Township.

14. **ASSIGNMENT.** The Manager acknowledges that her services are unique and personal. Accordingly, the Manager may not assign her rights or delegate her duties or obligations under this Agreement. This Agreement shall be assignable by the Township, and shall inure to the benefit of and shall be binding upon the Township, and its successors and assigns.

15. **ENTIRE AGREEMENT.** This written Agreement supersedes any prior understandings or agreements, proposed or otherwise, oral or in writing, between the Manager and the Township relative to employment of the Manager by the Township, and constitutes the entire understanding between the Manager and the Township. This Agreement may be modified only in writing signed by the Manager and an authorized representative of the Board of Commissioners, and shall be binding upon and inure to the benefit of the Township and its successors and assigns and shall be binding upon the Manager, her heirs and legal representatives. The parties further acknowledge that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth, and each of the parties hereto acknowledges that she or it has relied on her or its own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made prior to this date by either of them to the other are void and of no effect and that neither of them has relied on them in connection with her or its dealings with the other.

16. **SEVERABILITY.** The provisions and restrictions contained in this Agreement shall be severable. If any provision or restriction in this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remaining provisions nevertheless shall continue in full force and effect and be binding upon the parties without being impaired or invalidated in any way.

17. **HEADINGS.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

18. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in South Whitehall Township, Lehigh County, Pennsylvania as of the date first written above.

ATTEST:

TOWNSHIP OF SOUTH WHITEHALL

\_\_\_\_\_  
STEPHEN D. CARR, SECRETARY

By: \_\_\_\_\_  
\_\_\_\_\_, PRESIDENT

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
RENEE BICKEL

**APPENDIX A**  
**South Whitehall Township Manager Job Description**

(Updated June 1, 2017)

Position Title: Township Manager

Reports To: Board of Commissioners

Overview: The Township Manager's authority shall come from the Board of Commissioners as a whole. Manage day-to-day Township operations. Serve as a central point of contact among the Board of Commissioners, staff and the community. Provide for continuity of operations through changes in Board membership. Foster a positive, progressive and accessible environment for officials, staff and public.

The Township Manager shall perform the following duties and responsibilities in addition to those outlined in the Code of the Township of South Whitehall, Chapter 50, Article I, as amended, and as may be amended or replaced from time to time in the future:

1. Direct and supervise activities of all municipal departments and functions, unless the Board of Commissioners takes action to the contrary.
2. Carry out all policies and programs established by the Board of Commissioners.
3. Responsible for the overall coordination, administration, and enforcement of all Township ordinances and resolutions and ensuring said coordination, administration, and enforcement is consistent with the Board of Commissioners' policy-making discretion.
4. Manage and provide for the supervision of public improvements, works and undertakings of the Township.
5. Manage and provide for the supervision for the Board of Authority and Police Department.
6. Manage Township funds and ensure funds are properly invested to provide an appropriate return and liquidity.
7. Attend to the negotiation and letting of contracts in due form of law, subject to the approval of the Board of Commissioners, and supervise the performance and faithful execution of same, except insofar as such duties are expressly imposed upon some other Township officer by statute.
8. Provide proper administration of all franchises, leases, permits, and privileges granted by or to the Township and ensure all terms and conditions imposed in favor of the Township or its residents in any public utility franchise or in any contract are faithfully kept and performed.
9. Preserve, protect, and maintain all Township property.

10. Attend all meetings of the Board of Commissioners with the right to take part in discussions, but without the right to vote. Prepare agenda in conjunction with Board President. Make recommendations with explanation to Board in all matters of substance and importance.
11. Report regularly to the Board of Commissioners the conduct of Township affairs, including submission of periodic reports on the condition of the Township finances and other such reports as the Board of Commissioners shall request and making such recommendations to the Board of Commissioners as the Manager deems necessary.
12. Prepare and submit to the Board of Commissioners, before the close of the fiscal year, or on such alternate date as the Board of Commissioners shall determine, a budget for the next fiscal year with an explanatory budget message. In preparing the budget, the Township Manager, or an officer designated by her, shall obtain from the head of each department, agency, board or officer estimates of revenues and expenditures and other supporting data as requested. The Township Manager shall provide the Board of Commissioners with monthly updates of revenues and expenses.
13. Administer the budget as approved, keeping the Board of Commissioners fully advised at all times as to the ongoing financial condition and needs of the Township.
14. Submit to the Board of Commissioners, as soon as possible after the close of the fiscal year, a complete report on the financial and administrative activities of the Township for the preceding year.
15. Obtain and maintain current knowledge regarding existing and changing legislative requirements for general operations, and alert the Board of Commissioners as to issues that may affect the Township. Provide options and recommend to the Board of Commissioners the adoption of such measures as may be advisable for the continued development and well-being of the Township.
16. Identify and coordinate the development of applications for funding opportunities in support of short-term and long-term goals of the Township.
17. Manage all Township employees, including the hiring of, and when deemed necessary and for the good of the Township, the discharging of, employees. Other management responsibilities include employee staffing, organization, procedures, training, promotion, discipline, and providing annual performance evaluations of all direct reports and ensuring that required performance evaluations are conducted for all other Township employees who do not report directly to the Township Manager. The Township Manager shall utilize and consult with the Township's human resource professional to ensure that the management of Township employees is in accordance with all applicable laws, regulations, codes, ordinances, resolutions, and Township policies and procedures. All hiring of employees and promotions involving an increase in compensation or benefits shall be made only within the confines of the budget approved by the Board of Commissioners. The Township Manager shall notify the Board of Commissioners prior to discharging any Township employee, and except in cases of emergency, prior to suspending any Township employee.

18. Pursuant to the Board of Commissioners' direction, take part in collective bargaining negotiations.
19. Ensure efficient administration of the general office and other functions of the Township government.
20. Assure that all material sums owed the Township are promptly paid, and that proper proceedings are taken for the security and collection of all the Township's claims. The Township Manager shall have the authority to write off any debt owed to the Township of less than \$2,500, which is deemed by the Township Manager to be uncollectible or not cost-effective to collect. Further, the Township Manager shall have the ability to settle outstanding sums to within 95% of the amount actually owed to the Township. The Township manager can write off outstanding interest, penalties and attorney's fees not to exceed \$1,000.
21. Ensure that all supplies and equipment for the various agencies, boards, departments, and other offices of the Township are purchased in accordance with the provisions of the First Class Township Code and all other applicable laws; keep an account of the purchases and, from time to time or when directed by the Board of Commissioners, make a full written report thereof; issue rules and regulations, subject to approval of the Board of Commissioners, governing the requisition and purchasing of all municipal supplies and equipment.
22. Manage all complaints regarding services or personnel of the Township. Investigate and dispose of such complaints and report thereon to the Board of Commissioners any complaints deemed pertinent to the operations of the Township.
23. Pursuant to the Board of Commissioner's direction, employ, supervise and coordinate the efficient use of all contracted services and experts, including legal, engineering, auditing, insurance, consultants and assessments.
24. Function as a key contact on inquiries to the Township from various sources, including federal, state, and county officials, businesses, and residents needs and concerns.
25. Manage Township staff and resources in a manner that is, when practicable, resident and business-friendly by dealing conscientiously, fairly, and diplomatically with public requests and concerns.
26. Monitor the performance of vendors.
27. Manage communications and relationships with media.
28. Provide for proper management of all Township records and documents to include destruction when allowed by law.
29. Perform such other duties as may be required by ordinance or by direction of the Board of Commissioners.

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING JOSEPH A. ZATOR II, ZATOR LAW OFFICES, LLC,  
AS THE TOWNSHIP SOLICITOR FOR THE TOWNSHIP OF SOUTH WHITEHALL**

**WHEREAS**, the Board of Commissioners desires to reappoint Joseph A. Zator, II, as the Township Solicitor for the Township of South Whitehall; and,

**WHEREAS**, the Township Commissioners are appreciative of the fine service which Joseph A. Zator, II, Zator Law Offices, LLC, has rendered as Township Solicitor for the Township of South Whitehall; and

**NOW, THEREFORE, BE IT RESOLVED** that Joseph A. Zator, II, Zator Law Offices, LLC, 4400 Walbert Avenue, Allentown, PA, be reappointed as the Township Solicitor for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall have been appointed, and shall be paid compensation per the attached "Appendix – A" of this Resolution.

**AND BE IT FURTHER RESOLVED** that said Township Solicitor 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.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

**Tracy J. Fehnel**

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**From:** Joseph Zator (jzator@zatorlaw.com)  
**Sent:** Monday, December 31, 2018 10:14 AM  
**To:** 'Tracy J. Fehnel'  
**Cc:** 'Renee C. Bickel'; Jennifer Alderfer; Stephanie Koenig  
**Subject:** RE: Professional Services Rate Schedule for 2019

Tracy,

Thank you for your email. As we did not raise our rates in 2018, I would propose an increase for 2019. Attorney rates would increase from \$185/hour to \$190/hour... essentially less than the current national COLA increase. Paralegals would be increased from \$90/hour to \$95/hour.

Certainly, feel free to let me know should you have any questions.

I wish you the best for a great New Year's Eve holiday and a happy, healthy New Year in 2019.

Joe

**Joseph A. Zator II, Esquire**



American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104  
P: 610.432.1900  
F: 610.432.1707  
[www.zatorlaw.com](http://www.zatorlaw.com)

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Pursuant to Treasury Regulations, any U.S. federal tax advice contained in this communication, unless otherwise stated, is not intended and cannot be used for the purpose of avoiding tax-related penalties. Thank you.

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**From:** Tracy J. Fehnel [mailto:fehnel@southwhitehall.com]  
**Sent:** Thursday, December 27, 2018 2:20 PM  
**Subject:** Professional Services Rate Schedule for 2019  
**Importance:** High

Everyone:

As in years' past, the month of January is when we place Resolutions w/new Rate Schedules on our Board of Commissioners' Meeting Agenda.



**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING JAMES L. BROUGHAL, BROUGHAL AND DEVITO, LLP, AS THE ALTERNATE TOWNSHIP SOLICITOR FOR THE TOWNSHIP OF SOUTH WHITEHALL**

**WHEREAS**, the Board of Commissioners desires to reappoint James L. Broughal, Broughal and DeVito, LLP, as the Alternate Township Solicitor for the Township of South Whitehall; and,

**WHEREAS**, the Township Commissioners are appreciative of the fine service which James L. Broughal has rendered as the Alternate Township Solicitor for the Township of South Whitehall.

**NOW, THEREFORE, BE IT RESOLVED** that James L. Broughal, Broughal and DeVito, LLP, 38 W. Market Street, Bethlehem, PA, be reappointed as the Alternate Township Solicitor for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall have been appointed, and shall be paid compensation per the attached "Appendix – A" of this Resolution.

**AND BE IT FURTHER RESOLVED** that said Alternate Township Solicitor 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.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

**Tracy J. Fehnel**

---

**From:** Lisa Pereira <lisapereira@broughal-devito.com>  
**Sent:** Thursday, January 2, 2020 1:54 PM  
**To:** Tracy J. Fehnel  
**Subject:** Broughal & DeVito Hourly Rate

Good afternoon Tracy,

The Broughal & DeVito hourly rate will remain at \$175.00 per hour.

Thank you,  
Lisa

Lisa A. Pereira, Esquire  
Broughal & DeVito, LLP  
38 West Market Street  
Bethlehem, PA 18018  
(610) 865-3664  
(610) 865-0969 (Fax)  
[lisapereira@broughal-devito.com](mailto:lisapereira@broughal-devito.com)

**PLEASE NOTE MY NEW EMAIL ADDRESS.**

STATEMENT OF CONFIDENTIALITY: The information contained in this transmission including any attached documentation is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify Broughal & DeVito, LLP immediately by replying to this e-mail. Please delete all copies of this message and any attachments immediately.

IRS CIRCULAR 230 DISCLOSURE: As required by U.S. Treasury Regulations governing tax practice, you are advised that any written tax advice contained herein was not intended to be used, and cannot be used, by any taxpayer for the purpose of avoiding tax penalties that may be imposed under the Internal Revenue Code.

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING ECKERT SEAMANS  
AS SOLICITOR FOR THE CIVIL SERVICE COMMISSION**

**WHEREAS**, the Civil Service Commission of the Township of South Whitehall, Lehigh County, Pennsylvania, from time to time, requires the services of legal counsel in situations; and,

**WHEREAS**, the Board of Commissioners desires to reappoint Eckert Seamans as the Solicitor for the Civil Service Commission; and

**WHEREAS**, the Township Commissioners are appreciative of the fine service which Eckert Seamans has rendered as Solicitor for the Civil Service Commission.

**NOW, THEREFORE, BE IT RESOLVED** that Eckert Seamans be reappointed as Solicitor for the Civil Service Commission for the Township of South Whitehall, for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed, and that Eckert Seamans shall be paid compensation as enumerated in "Appendix A" of this resolution.

**AND BE IT FURTHER RESOLVED** that said Eckert Seamans, Solicitor for the Civil Service Commission, shall be authorized to designate attorneys who are engaged in the practice of law with them, to render services required by the Township, providing, however, that Eckert Seamans shall be responsible for any and all legal services rendered by anyone designated by Eckert Seamans.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020**, by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

**Tracy J. Fehnel**

---

**From:** Amy Snyder <ASnyder@eckertseamans.com>  
**Sent:** Friday, December 27, 2019 1:52 PM  
**To:** Tracy J. Fehnel  
**Cc:** Renee C. Bickel; Ryan J. Cassidy  
**Subject:** RE: Professional Services Rates for 2020

Hi Tracy,

Happy holidays! In response to your request below, we are freezing our rates for the Township for 2020. Therefore, there will be no increase to our hourly rates.

Feel free to email or call with any questions.

Thanks,  
Amy

**Amy Z. Snyder**  
**ECKERT SEAMANS CHERIN & MELLOTT, LLC**

Two Liberty Place  
50 South 16<sup>th</sup> Street • 22<sup>nd</sup> Floor • Philadelphia, PA 19102  
Direct (215) 851.8433 | Mobile (215) 680.6242  
[asnyder@eckertseamans.com](mailto:asnyder@eckertseamans.com)  
[eckertseamans.com](http://eckertseamans.com)



**Tracy J. Fehnel**

---

**From:** Ryan J. Cassidy <rcassidy@eckertseamans.com>  
**Sent:** Thursday, January 03, 2019 10:22 AM  
**To:** Tracy J. Fehnel  
**Cc:** Gail Evangelista  
**Subject:** RE: Professional Services Rate Schedule for 2019

Hi Tracy, and Happy New Year. I did not receive your original message for some reason, but Scott and Amy forwarded it to me. In any event, we are freezing our rates for South Whitehall for 2019, so there will not be a rate increase. Let me know if you need any additional information. Thank you.

Regards,  
Ryan

**Ryan J. Cassidy, Esq. | Partner & Member**  
**Firm-Wide Chair, Labor & Employment Group**  
**ECKERT SEAMANS CHERIN & MELLOTT, LLC**

Two Liberty Place  
50 South 16<sup>th</sup> Street • 22<sup>nd</sup> Floor • Philadelphia, PA 19102  
Direct (215) 851.8531 | Mobile (215) 498.5248  
[rcassidy@eckertseamans.com](mailto:rcassidy@eckertseamans.com)

**Rate for 2019 same as 2018. See below.**

**Fehnel Tracy J.**

---

**From:** Amy Snyder <ASnyder@eckertseamans.com>  
**Sent:** Friday, December 29, 2017 12:45 PM  
**To:** Fehnel Tracy J.  
**Cc:** Bickel Renee C.; Ryan J. Cassidy  
**Subject:** Reorganizational Meeting - 2018 Rates

Hi Tracy,

Our secretary is out of the office today. I am including the information below, but please let me know if you'd like us to follow up with something more formal.

Ryan Cassidy - \$325 (\$10 Increase from 2014 rates)  
Mike Jones - \$325 (new rate)  
Scott Blissman - \$315 (\$20 Increase from 2014 rates)  
Amy Snyder - \$295 (\$20 increase from 2014 rates)  
Rachel King - \$205 (no change)

Thanks,  
Amy

Amy Z. Snyder  
ECKERT SEAMANS CHERIN & MELLOTT, LLC  
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**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING ECKERT SEAMANS  
AS SOLICITOR FOR THE PENSION COMMITTEE**

**WHEREAS**, the Pension Committee of the Township of South Whitehall, Lehigh County, Pennsylvania, from time to time, requires the services of legal counsel in situations; and,

**WHEREAS**, the Board of Commissioners desires to reappoint Eckert Seamans as the Solicitor for the Pension Committee; and,

**WHEREAS**, the Township Commissioners are appreciative of the fine service which Eckert Seamans has rendered as Solicitor for the Pension Committee.

**NOW, THEREFORE, BE IT RESOLVED** that Eckert Seamans be reappointed as Solicitor for the Pension Committee for the Township of South Whitehall, for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed, and that Eckert Seamans shall be paid compensation as enumerated in "Appendix A" of this resolution.

**AND BE IT FURTHER RESOLVED** that said Eckert Seamans, Solicitor for the Pension Committee, shall be authorized to designate attorneys who are engaged in the practice of law with them, to render services required by the Township, providing, however, that Eckert Seamans shall be responsible for any and all legal services rendered by anyone designated by Eckert Seamans.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020**, by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

## APPENDIX - A

### Tracy J. Fehnel

---

**From:** Amy Snyder <ASnyder@eckertseamans.com>  
**Sent:** Friday, December 27, 2019 1:52 PM  
**To:** Tracy J. Fehnel  
**Cc:** Renee C. Bickel; Ryan J. Cassidy  
**Subject:** RE: Professional Services Rates for 2020

Hi Tracy,

Happy holidays! In response to your request below, we are freezing our rates for the Township for 2020. Therefore, there will be no increase to our hourly rates.

Feel free to email or call with any questions.

Thanks,  
Amy

**Amy Z. Snyder**  
**ECKERT SEAMANS CHERIN & MELLOTT, LLC**

Two Liberty Place  
50 South 16<sup>th</sup> Street • 22<sup>nd</sup> Floor • Philadelphia, PA 19102  
Direct (215) 851.8433 | Mobile (215) 680.6242  
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[eckertseamans.com](http://eckertseamans.com)



### Tracy J. Fehnel

---

**From:** Ryan J. Cassidy <rcassidy@eckertseamans.com>  
**Sent:** Thursday, January 03, 2019 10:22 AM  
**To:** Tracy J. Fehnel  
**Cc:** Gail Evangelista  
**Subject:** RE: Professional Services Rate Schedule for 2019

Hi Tracy, and Happy New Year. I did not receive your original message for some reason, but Scott and Amy forwarded it to me. In any event, we are freezing our rates for South Whitehall for 2019, so there will not be a rate increase. Let me know if you need any additional information. Thank you.

Regards,  
Ryan

**Ryan J. Cassidy, Esq. | Partner & Member**  
**Firm-Wide Chair, Labor & Employment Group**  
**ECKERT SEAMANS CHERIN & MELLOTT, LLC**

Two Liberty Place  
50 South 16<sup>th</sup> Street • 22<sup>nd</sup> Floor • Philadelphia, PA 19102  
Direct (215) 851.8531 | Mobile (215) 498.5248  
[rcassidy@eckertseamans.com](mailto:rcassidy@eckertseamans.com)



**Rate for 2019 same as 2018. See below.**

**Fehnel Tracy J.**

---

**From:** Amy Snyder <ASnyder@eckertseamans.com>  
**Sent:** Friday, December 29, 2017 12:45 PM  
**To:** Fehnel Tracy J.  
**Cc:** Bickel Renee C.; Ryan J. Cassidy  
**Subject:** Reorganizational Meeting - 2018 Rates

Hi Tracy,

Our secretary is out of the office today. I am including the information below, but please let me know if you'd like us to follow up with something more formal.

Ryan Cassidy - \$325 (\$10 Increase from 2014 rates)  
Mike Jones - \$325 (new rate)  
Scott Blissman - \$315 (\$20 Increase from 2014 rates)  
Amy Snyder - \$295 (\$20 Increase from 2014 rates)  
Rachel King - \$205 (no change)

Thanks,  
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Amy Z. Snyder  
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**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING ECKERT SEAMANS AS  
LABOR COUNSEL FOR SOUTH WHITEHALL TOWNSHIP**

**WHEREAS**, the Board of Commissioners desires to reappoint Ryan J. Cassidy, of Eckert Seamans, as the Township Labor Counsel for South Whitehall Township; and,

**WHEREAS**, the Township Commissioners are appreciative of the fine service which Ryan J. Cassidy, of Eckert Seamans has rendered as the Township Labor Counsel for South Whitehall Township.

**NOW, THEREFORE, BE IT RESOLVED** that Ryan J. Cassidy, of Eckert Seamans be reappointed as the Township Labor Counsel for South Whitehall Township for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed, and that Eckert Seamans shall be paid compensation as enumerated in "Appendix A" of this resolution.

**AND BE IT FURTHER RESOLVED** that said Township Labor Counsel for South Whitehall Township 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.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

## APPENDIX - A

Tracy J. Fehnel

---

**From:** Amy Snyder <ASnyder@eckertseamans.com>  
**Sent:** Friday, December 27, 2019 1:52 PM  
**To:** Tracy J. Fehnel  
**Cc:** Renee C. Bickel; Ryan J. Cassidy  
**Subject:** RE: Professional Services Rates for 2020

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Tracy J. Fehnel

---

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**Cc:** Gail Evangelista  
**Subject:** RE: Professional Services Rate Schedule for 2019

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Regards,  
Ryan

**Ryan J. Cassidy, Esq. | Partner & Member**  
**Firm-Wide Chair, Labor & Employment Group**  
**ECKERT SEAMANS CHERIN & MELLOTT, LLC**

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Direct (215) 851.8531 | Mobile (215) 498.5248  
[rcassidy@eckertseamans.com](mailto:rcassidy@eckertseamans.com)

**Rate for 2019 same as 2018. See below.**

**Fehnel Tracy J.**

---

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**To:** Fehnel Tracy J.  
**Cc:** Bickel Renee C.; Ryan J. Cassidy  
**Subject:** Reorganizational Meeting - 2018 Rates

Hi Tracy,

Our secretary is out of the office today. I am including the information below, but please let me know if you'd like us to follow up with something more formal.

Ryan Cassidy - \$325 (\$10 increase from 2014 rates)  
Mike Jones - \$325 (new rate)  
Scott Blissman - \$315 (\$20 increase from 2014 rates)  
Amy Snyder - \$295 (\$20 increase from 2014 rates)  
Rachel King - \$205 (no change)

Thanks,  
Amy

Amy Z. Snyder  
ECKERT SEAMANS CHERIN & MELLOTT, LLC  
Two Liberty Place  
50 South 16<sup>th</sup> Street • 22<sup>nd</sup> Floor • Philadelphia, PA 19102  
Direct (215) 851.8433 | Mobile (215) 680.6242  
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[eckertseamans.com](http://eckertseamans.com)





**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING MARIA C. MULLANE, ESQUIRE, AS THE ZONING  
HEARING BOARD SOLICITOR FOR THE TOWNSHIP OF SOUTH WHITEHALL**

**WHEREAS**, the Township Zoning Hearing Board appointed Attorney Maria C. Mullane as Zoning Hearing Board Solicitor for the Township of South Whitehall; and,

**WHEREAS**, the Township Commissioners are appreciative of the fine service which Maria C. Mullane, Esquire, has rendered as the Township Zoning Hearing Board Solicitor for the Township of South Whitehall; and

**NOW, THEREFORE, BE IT RESOLVED** that Maria C. Mullane, Esquire, 5050 Tilghman Street, Suite 115, Allentown, be reappointed as the Township Zoning Hearing Board Solicitor for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall have been appointed, and shall be paid compensation per the attached "Appendix - A" of this Resolution.

**AND BE IT FURTHER RESOLVED** that said Township Zoning Hearing Board Solicitor shall be authorized to designate other attorneys who are engaged in the practice of law with her to render services required by the Township, providing, however, that she shall be responsible for any and all legal services rendered by said person.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

*Maria C. Mullane*

ATTORNEY AT LAW



COMMERCE CORPORATE CENTER  
5050 TILGHMAN STREET, SUITE 115  
ALLENTOWN, PENNSYLVANIA 18104-9114

TELEPHONE (610) 391-1120  
FAX (610) 398-7878  
E-MAIL: MULLANELAW@AOL.COM

November 1, 2019

RECEIVED  
EXECUTIVE DEPARTMENT

NOV - 6 2019

RENEE BICKEL, TOWNSHIP MANAGER  
SOUTH WHITEHALL TOWNSHIP  
4444 WALBERT AVENUE  
ALLENTOWN, PA 18104-1699

SOUTH WHITEHALL TOWNSHIP

RE: 2020 PROFESSIONAL FEES SCHEDULE

Dear Ms. Bickel:

Under the Pennsylvania Rules of Professional Conduct for Attorneys, Pennsylvania lawyers are required to set forth the terms of their legal representation and legal fees and expenses. Accordingly, this letter sets forth my legal fees schedule for representation of the Township Zoning Hearing Board for calendar Year 2020. My discounted legal fee rate to the Township has not changed since year 2018, however, my legal fee rate will modestly increase for year 2020. The Township would be charged as follows throughout year 2020 for legal services on behalf of the Township Zoning Hearing Board:

(1) Non-Litigation Municipal Rate. The Township will be billed at the rate of One Hundred Fifty and 00/100 (\$150.00) Dollars per hour [which amount represents an increase of \$10.00 per hour from my years 2018 and 2019 rate] for all non-litigation professional services rendered by my office in connection with my representation of the Township Zoning Hearing Board, including but not limited to, telephone calls, e-mails, and facsimile transmissions made or received with regard to a Zoning Hearing Board matter, conferences with any Zoning Hearing Board member or any representative designated by the Zoning Hearing Board, conferences with other attorneys, legal research associated with the Zoning Hearing Board, review and preparation of correspondence, review and preparation of any legal memoranda or legal opinions, attendance at any Township Zoning Hearing Board Public Hearings, the preparation of Zoning Opinions, the preparation of Decisions and Orders, and any further representation that may be necessary with regard to representation of the Zoning Hearing Board.



RENEE BICKEL, TOWNSHIP MANAGER  
SOUTH WHITEHALL TOWNSHIP  
NOVEMBER 1, 2019  
PAGE TWO

(2) Litigation Municipal Rate. The Township will be billed at the rate of One Hundred Seventy and 00/100 (\$170.00) Dollars per hour [which amount represents an increase of \$10.00 per hour from my years 2018 and 2019 rate] for any professional services rendered by my office involving litigation, if any, in any Court of competent jurisdiction regarding the Zoning Hearing Board and Zoning Hearing Board matters, including but not limited to telephone calls, e-mails, and facsimile transmissions made or received, legal research, review and preparation of correspondence, review and preparation of any documents, preparation of legal memoranda, pleadings, and legal Briefs, conferences with any Zoning Hearing Board member or any representative designated by the Board, conferences with other attorneys, appearance at any Court hearings, meetings, or conferences relative to any pending Court proceeding, and any further representation necessary with regard to any Land Use Appeal filed with the Court.

Payment on any submitted invoices for legal work performed are due upon receipt and payment should be received by my office within thirty (30) days of the date of the invoice. The Township will continue to be billed at the rate of \$0.20 per copy for any photocopies made by my office, and will continue to be billed strictly on an "at cost" basis for any out-of-pocket disbursements and expenses incurred by my office, or any costs advanced by my office, including but not limited to postage fees, certified mail, express mail charges, outside reproduction costs, any Court filing fees, parking fees incurred for attendance at Court, etc. Any such costs advanced, disbursements or expenses incurred, including the number of photocopies made, will be separately stated on the submitted invoice.

The scope of my representation does not include advice or services regarding accounting, tax, personal financial matters, or business management, and related non-legal matters and advice.

At the conclusion of a legal matter pertaining to my representation of the Township Zoning Hearing Board, my office will retain the legal file on the matter for a period of five (5) years after I close the file. At the expiration of that 5-year period, the

RENEE BICKEL, TOWNSHIP MANAGER  
SOUTH WHITEHALL TOWNSHIP  
NOVEMBER 1, 2019  
PAGE THREE

file will be destroyed unless the Township notifies my office in writing that the Township wishes to take possession of the file. I reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such file.

As in the past, I will diligently represent and pursue the interests of the Township Zoning Hearing Board.

If you have any questions regarding any of the above, please do not hesitate to contact me. Thank you for your consideration and professional courtesies in this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Maria C. Mullane". The signature is written in a cursive style with a large initial "M".

MARIA C. MULLANE

MCM/cmm  
SwiLegalFeesltrhp2\_admin

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING LAWRENCE B. FOX, ESQUIRE, AS SOLICITOR  
TO THE BUILDING CODE APPEALS BOARD FOR SOUTH WHITEHALL TOWNSHIP**

**WHEREAS**, the Township Building Code Appeals Board desires to reappoint Attorney Lawrence B. Fox as Building Code Appeals Board Solicitor for the Township of South Whitehall; and,

**WHEREAS**, the Township Commissioners are appreciative of the fine service which Lawrence B. Fox has rendered as the Township Building Code Appeals Board Solicitor for the Township of South Whitehall; and

**WHEREAS**, Lawrence B. Fox has acknowledged his willingness to serve an additional term as the Township Building Code Appeals Board Solicitor.

**NOW, THEREFORE, BE IT RESOLVED** that Lawrence B. Fox, Esquire, be reappointed as the Solicitor to the Building Code Appeals Board for South Whitehall Township, which appointment is for a term of two years, said appointment terminating on December 31, 2021, or until a successor shall be appointed, and that Lawrence B. Fox, Esquire, shall be paid compensation as enumerated in "Appendix A" of this resolution.

**AND BE IT FURTHER RESOLVED** that said Township Building Code Appeals Board Solicitor 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 said person.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

**Tracy J. Fehnel**

---

**From:** LBFox@lbfoxlaw.com  
**Sent:** Monday, December 23, 2019 3:07 PM  
**To:** Tracy J. Fehnel  
**Subject:** RE: Professional Services Rates for 2020

Dear Ms. Fehnel:

Your email of Friday, December 20, 2019, regarding submission of my proposed rate schedule for legal work applicable to calendar year 2020 has been received, and I thank you for the same.

My fee will not change during calendar year 2020 and continues at \$150.00 per hour.

Thank you for your inquiry.

Law Offices of Lawrence B. Fox, P.C.  
1834 Pennsylvania Avenue  
Hanover Township  
Allentown, PA 18109

Telephone: 610.861.9297  
Facsimile: 610.861.5989

CONFIDENTIALITY NOTE and IRS CIRCULAR 230 DISCLOSURE: The contents of this message may be confidential attorney/client communication, confidential attorney work product or a confidential communication of proprietary information. If you are not the intended recipient, please destroy and notify the sender. In addition, pursuant to Treasury Regulations, any tax advice contained in this message (including any attachments) is not intended or written to be used, and cannot be used or relied upon by you or any other person, for the purpose of (i) avoiding penalties under Internal Revenue Code or (ii) promoting, marketing or recommending to any other party tax advice addressed.

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING LAWRENCE B. FOX, ESQUIRE, AS THE TOWNSHIP TAX APPEAL HEARING OFFICER, AND ESTABLISHING THE MANNER OF COMPENSATION OF THE TOWNSHIP TAX APPEAL HEARING OFFICER, FOR THE TOWNSHIP OF SOUTH WHITEHALL**

**WHEREAS**, the General Assembly of the Commonwealth of Pennsylvania enacted the Local Taxpayers Bill of Rights (the "LTBR") within the provisions of Act 50 of 1998, codified at 53 P.S. §8421-8438; and

**WHEREAS**, by Ordinance No. 694, the Board of Commissioners of South Whitehall Township has adopted rules and regulations for practice and procedures implementing LTBR and other matters including the establishment of the Tax Appeal Hearing Officer; and

**WHEREAS**, the Board of Commissioners desires to reappoint **Lawrence B. Fox, Esquire**, as Tax Appeal Hearing Officer for the Township of South Whitehall.

**NOW, THEREFORE, BE IT RESOLVED** that **Lawrence B. Fox, Esquire**, be reappointed as Tax Appeal Hearing Officer for the Township of South Whitehall, which appointment is for a term of two years, said appointment terminating on December 31, 2021, or until a successor shall be appointed, and that Lawrence B. Fox, Esquire, shall be paid compensation as enumerated in "Appendix A" of this resolution.

**AND BE IT FURTHER RESOLVED** that said Township Tax Appeal Hearing Officer 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.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary

**Tracy J. Fehnel**

---

**From:** LBFox@lbfoxlaw.com  
**Sent:** Monday, December 23, 2019 3:07 PM  
**To:** Tracy J. Fehnel  
**Subject:** RE: Professional Services Rates for 2020

Dear Ms. Fehnel:

Your email of Friday, December 20, 2019, regarding submission of my proposed rate schedule for legal work applicable to calendar year 2020 has been received, and I thank you for the same.

My fee will not change during calendar year 2020 and continues at \$150.00 per hour.

Thank you for your inquiry.

Law Offices of Lawrence B. Fox, P.C.  
1834 Pennsylvania Avenue  
Hanover Township  
Allentown, PA 18109

Telephone: 610.861.9297  
Facsimile: 610.861.5989

CONFIDENTIALITY NOTE and IRS CIRCULAR 230 DISCLOSURE: The contents of this message may be confidential attorney/client communication, confidential attorney work product or a confidential communication of proprietary information. If you are not the intended recipient, please destroy and notify the sender. In addition, pursuant to Treasury Regulations, any tax advice contained in this message (including any attachments) is not intended or written to be used, and cannot be used or relied upon by you or any other person, for the purpose of (i) avoiding penalties under Internal Revenue Code or (ii) promoting, marketing or recommending to any other party tax advice addressed.

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING THE PIDCOCK COMPANY AS  
TOWNSHIP ENGINEER FOR THE TOWNSHIP OF SOUTH WHITEHALL**

**WHEREAS**, the Board of Commissioners appointed J. Scott Pidcock, The Pidcock Company, as the Township Engineer for the Township of South Whitehall; and,

**WHEREAS**, the Township Commissioners are appreciative of the fine service which The Pidcock Company has rendered as the Township Engineer for the Township of South Whitehall.

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

**NOW, THEREFORE, BE IT RESOLVED** that the Engineer be paid compensation on an hourly basis, or upon such other basis as may be agreed upon between the Engineer and the Board, as enumerated in "Appendix – A" of this Resolution, for all work performed including, but not limited to, the construction, reconstruction, maintenance and repair of all streets, bridges, culverts, and other engineering work. He shall prepare plans, specifications and estimates of all such work undertaken by the Township and shall, whenever required, furnish the Board of Commissioners and Township Manager with reports, information or estimates of any Township engineering work or on questions submitted by any of them in their official capacity.

**AND BE IT FURTHER RESOLVED** that said Township Engineer shall be authorized to designate other engineers who are engaged with him, the engineering firm of The Pidcock Company, to render services required by the Township, providing, however, that he shall be responsible for any and all engineering services rendered by him or anyone designated by him.

**AND BE IT FURTHER RESOLVED** that the Township Engineer shall not accept any commissions from outside "clients" requiring the processing of engineering work by South Whitehall Township boards or commissions without the prior approval of the Board of Commissioners as documented in the Minutes of the Board of Commissioners.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

**ATTEST:**

\_\_\_\_\_  
Stephen D. Carr, Secretary

# THE PIDCOCK COMPANY

CIVIL ENGINEERING AND LAND PLANNING  
ARCHITECTURE  
LAND SURVEYING

Oxford Drive at Fish Hatchery Road  
2451 Parkwood Drive Allentown, Pennsylvania 18103-9608  
Telephone: 610-791-2252  
Telefacsimile: 610-791-1256  
E-mail: info@pidcockcompany.com  
Website: www.pidcockcompany.com

November 21, 2019

Ms. Renee Bickel, SHRM-SCP, SPHR  
Township Manager  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104-1699

Re: Township Engineer  
Professional Rate Schedule for 2020

Dear Ms. Bickel:

Enclosed herewith is a rate schedule which we propose to be effective January 1, 2020. The new rate schedule includes an average increase of 2.5% for personnel. We have been--and continue to be--carefully monitoring and controlling our expenses so as to provide professional services efficiently.

Should you require any further information or discussion regarding these rates, please contact me, and I will gladly make myself available at your convenience or that of the Board. Our firm appreciates its association with the Township, and we thank you for your consideration and for the opportunity to be of continuing service.

Very truly yours,

THE PIDCOCK COMPANY

  
John R. Russek, Jr., P.E.  
Senior Manager

mdb

Enclosure

## APPENDIX - A

Established 1924  
J. Scott Pidcock, P.E., R.A.

Bruce E. Anderson, P.E., LEED AP  
Brian A. Dillman, P.E.  
Ronald J. Gawlik, P.E.  
Brian E. Harman, P.E., PTOE  
James A. Rothdeutsch, P.E., LEED AP  
John R. Russek, Jr., P.E.  
Brent C. Tucker, P.E.

Douglas E. Haberbosch, P.E.  
William G. Kmetz, P.L.S.  
Jeffrey R. Matyus  
John M. McRoberts, P.E.  
Brent D. Shriver, P.E.  
Todd L. Sonntag, R.A., LEED AP  
Anthony F. Tallarida, P.E.  
Ryan R. Troutman, P.E.

G. Edwin Pidcock, P.E., P.L.S. 1924-1967  
John S. Pidcock, P.E., P.L.S. 1954-1999  
Ralph M. Pidcock, P.L.S. 1952-2000 (Retired)

RECEIVED  
EXECUTIVE DEPARTMENT

NOV 25 2019

SOUTH WHITEHALL TOWNSHIP



THE PIDCOCK COMPANY

APPENDIX - A

South Whitehall Township  
2020 Professional Rate Schedule

PROFESSIONAL SERVICES

<u>Personnel Category</u>	<u>Hourly Rates</u>
Principal of Firm	\$135
Senior Engineer III	\$135
Senior Engineer II/Senior Architect II	\$130
Senior Engineer I/Senior Architect I	\$110
Project Engineer III	\$ 99
Project Engineer II	\$ 88
Project Engineer I	\$ 81
Engineering Technician	\$ 56
Senior Surveyor II	\$ 92
Senior Surveyor I	\$ 66
Land Surveyor	\$ 61
Senior Field Engineer II	\$126
Senior Field Engineer I	\$123
Field Engineer II	\$103
Field Engineer I	\$ 92
Observer	\$ 56
Administrative Assistant	\$ 35
Computer Aided Design Equipment	\$ 28
Electronic Survey Equipment	\$ 28

NOTES

With regard to the rates indicated in the Services categories above:

1. Transportation will be charged per mile. Out-of-pocket expenses such as blueprints, toll calls, equipment rentals, etc. will be billed at 1.1 times actual cost. The survey rates include standard equipment and stakes.
2. On those occasions when the demands of the contractor's schedule require the scheduling of time beyond our standard eight hour day such additional time (i.e. overtime) shall be invoiced at a rate of 1.5 times the Standard Hourly Rates indicated on the schedule above.
3. Our Professional Services will be invoiced on the basis of time worked by our staff in increments of no less than ¼ hour.
4. The term "Engineer" is used for employees with a background in engineering or engineering-related work. The category of engineering personnel utilized is determined based on the requirements of the tasks to be performed.
5. Computer Aided Design Equipment hours will be billed for use of specialized software in design and drafting as well as to facilitate processing plans under review including for determination of areas/dimensional aspects of plans, stormwater review, etc.



**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING AND ESTABLISHING THE MANNER OF COMPENSATION  
FOR KEYSTONE CONSULTING ENGINEERS, AS THE ALTERNATE TOWNSHIP ENGINEER,  
FOR SOUTH WHITEHALL TOWNSHIP**

**WHEREAS**, the Board of Commissioners desires to reappoint Keystone Consulting Engineers, as the Alternate Engineer for the Township of South Whitehall; and

**NOW, THEREFORE, BE IT RESOLVED**, that Keystone Consulting Engineers be reappointed as the Alternate Township Engineer, for the Township of South Whitehall, for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed.

**AND BE IT FURTHER RESOLVED** that the Alternate Township Engineer's fee schedule is attached as Appendix "A" of this Resolution, for all work performed including, but not limited to, the construction, reconstruction, maintenance and repair of all streets, bridges, culverts, and other engineering work. He shall prepare plans, specifications and estimates of all such work undertaken by the Township and shall, whenever required, furnish the Board of Commissioners and Township Manager with reports, information or estimates of any Township engineering work or on questions submitted by any of them in their official capacity.

**AND BE IT FURTHER RESOLVED** that said Alternate Township Engineer shall be authorized to designate other engineers to render services required by the Township, providing, however, that he shall be responsible for any and all engineering services rendered by him or anyone designated by him.

**AND BE IT FURTHER RESOLVED** that the Alternate Township Engineer shall not accept any commissions from outside "clients" requiring the processing of engineering work by South Whitehall Township boards or commissions without the prior approval of the Board of Commissioners as documented in the Minutes of the Board of Commissioners.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

ATTEST:

\_\_\_\_\_  
Christina (Tori) Morgan, President

\_\_\_\_\_  
Stephen D. Carr, Secretary

**2020 PROFESSIONAL FEE SCHEDULE**

	<b><u>HOURLY RATE</u></b>
PRINCIPAL/PROFESSIONAL ENGINEER	127.00
SENIOR ENGINEER / PROJECT MANAGER	111.50
PROFESSIONAL LAND SURVEYOR	108.00
PROFESSIONAL GEOLOGIST	121.00
PROJECT ENGINEER / SENIOR ENGINEERING DESIGNER	108.50
SENIOR ARCHITECTURAL DESIGNER	105.50
ENGINEERING DESIGNER I	89.50
ENGINEERING DESIGNER II	97.50
ENGINEERING DESIGNER III	105.00
REGISTERED LANDSCAPE ARCHITECT	105.00
ENGINEERING TECHNICIAN I	71.50
ENGINEERING TECHNICIAN II	79.50
DRAFTSMAN I	49.50
DRAFTSMAN II	56.50
LANDFILL INSPECTOR	99.00
CONSTRUCTION INSPECTOR I	67.00
CONSTRUCTION INSPECTOR II	81.50
SEWAGE ENFORCEMENT OFFICER	100.50
TYPIST/TECHNICIAN I	49.50
TECHNICIAN II	57.50
EXPERT TESTIMONY	180.50
FIELD SURVEY CREW (1-MAN)	117.50
FIELD SURVEY CREW (2-MAN)	146.50
FIELD SURVEY CREW (3-MAN)	180.50
ELECTRONIC SURVEY EQUIPMENT	7.50
ROBOTIC SURVEY EQUIPMENT	11.50
GPS SURVEY EQUIPMENT	13.00
ALL TERRAIN VEHICLE	121.50 (Per Day)
UTILITY TERRAIN VEHICLE	186.50 (Per Day)
SOIL INFILTRATION EQUIPMENT	26.00 (Per Day)
WATER LEVEL METER	26.00 (Per Day)
TRAFFIC COUNTER	6.20
TRAFFIC MODELING SYSTEM	6.20
PRINTS	6.00 (Per Print)
PHOTOCOPIES	0.30 (Per Copy)
OUTSIDE SERVICES	Net Cost Plus 5%

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING KEYSTONE CONSULTING ENGINEERS  
AS SEWAGE ENFORCEMENT OFFICER FOR SOUTH WHITEHALL TOWNSHIP**

**WHEREAS**, Chapter 72.42 of the Pennsylvania Sewage Facilities Act 537 requires that all municipalities in the State of Pennsylvania appoint a Primary and an Alternate Sewage Enforcement Officer; and,

**WHEREAS**, Keystone Consulting Engineers, Inc., has acknowledged their willingness to perform these duties for the Township of South Whitehall; and,

**WHEREAS**, the Board of Commissioners of the Township of South Whitehall have found Keystone Consulting Engineers, Inc., to be qualified for said appointment.

**NOW, THEREFORE, BE IT RESOLVED** that Keystone Consulting Engineers, Inc., be reappointed Sewage Enforcement Officer for the Township of South Whitehall, for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed.

**AND BE IT FURTHER RESOLVED**, that the Sewage Enforcement Officer be paid compensation on an hourly basis, as enumerated in Appendix "A" of this Resolution, for all work performed, and shall, whenever required, furnish the Board of Commissioners and Township Manager with reports, information or estimates of any Township Sewage Enforcement work, or on questions submitted by any of them in their official capacity.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020**, by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

---

Christina (Tori) Morgan, President

ATTEST:

---

Stephen D. Carr, Secretary

**ATTACHMENT I**

**SEWAGE ENFORCEMENT SERVICES  
SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**2020 FEE SCHEDULE**

1. TEST PIT PROFILE ANALYSIS (PROCEDURE FOR PROBE)

- a. Permit Application (Single Lot) - The property owner or his representative will be required to set up an appointment with the Sewage Enforcement Officer (SEO) to arrange for evaluation of the pit, collection of necessary site data, taking of necessary slope readings and notation of all soil mapping information. The owner is required to supply the necessary excavation and any information pertinent to the application. At this time, the SEO will try to answer any questions, which the owner may have in reference to his system planning or permit procedure.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$120.00 per EDU; quantity evaluation \$120.00 per perc test site, i.e. one for the primary site, and one for the secondary if applicable.

- b. Subdivision Planning - The developer is required to supply a drawing of the proposed subdivision delineating proposed subsurface disposal areas (drawn to scale) for each lot and shall have sufficient physically markers to locate these areas in the field according to their individual location on the subdivision plan. At this point, the developer will contact the Township SEO to set up an appointment to arrange for the SEO's evaluation or observation of the pit evaluation. The developer may retain a soil scientist, or other qualified individual(s), to evaluate individual probes. This is typically performed for site suitability and planning module preparation. The developer must provide appropriate oversight and all necessary equipment and labor.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$120.00 per pit observation; quantity observation is \$120.00 perc test site, i.e. one for the primary and one for the secondary site.

2. PERCOLATION TEST (LIMITED TO SIX HOLES)

- a. Percolation Test (Complete) - If the site is found suitable under Step 1, arrangements may be made for the performance of percolation tests. In the complete test, the SEO will provide the necessary labor, equipment and materials to properly conduct the test. If test results are unsuitable, the permit applicant or developer would be notified and further testing or incorporation of the proposed lot into surrounding suitable proposed lots would be required.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$575.00.

- b. Percolation Test (Partial) - Same as Item 2.a, except that permit applicant or developer would be required to dig the six holes and prepare them properly. The SEO would inspect the presoak and conduct the actual tests with the developer providing the necessary labor, equipment and materials.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$400.00 per test.

## APPENDIX - A

- c. Observation of Percolation Test - If the applicant or developer should desire to retain another qualified individual(s) to perform the percolation test and presoak, this option would apply. Prior to the performance of testing, the SEO shall be notified of who will perform the test. If this person(s) is qualified to perform percolation tests, scheduling may proceed. The SEO would then observe and inspect the pre-soak, hole depth and test preparation plus witness and verify test readings.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$345.00 per test; quantity observation \$345.00 per lot, i.e. 2 perc sites, includes both the primary and the secondary sites.

3. PERMIT APPLICATION REVIEW, PERMIT ISSUANCE/DENIAL - After the required testing has been analyzed and an application has been submitted, the SEO will process and notify the applicant of permit approval or denial. Please note that the system design is the responsibility of the applicant and that an incomplete submission will result in appropriate action.

Should the permit be denied per the Department of Environmental Protection's Rules and Regulations, the reasons for denial will be noted and the applicant's right to appeal will be brought to his attention. Copies of all permit correspondence and data will be provided to the applicant and to the Township for their use.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$260.00.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$200.00; additional review time at \$100.50 per hour.

- 3a. MINOR REPAIR – Repairs that do not include replacement of the treatment tank or absorption area, do require a permit under the Sewage Facilities Act. Installation or repair of building sewers, transmission lines, and other sewerage need to be monitored to assure compliance with slope requirements, as well as no adverse impact on the environment. In these circumstances a report will be generated supplying the appropriate information, i.e. Owner, Contractor, type of repair, etc. This information shall be provided for Township Records.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$260.00.

- 3b. REPAIR – Repairs that entail repair replacement, enlargement of a treatment or retention tank, or the repair, replacement, disturbance, modification or enlargement of a soil absorption area or spray field, or the soil within or under the absorption area or spray field require a permit as described in No. 3 above.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$200.00; additional review time at \$100.50 per hour.

4. PRE-CONSTRUCTION INSPECTION/MEETING - After receipt of a sewage permit, and prior to any lot earth disturbance, the SEO will inspect the site to reaffirm that the designated area for the on-lot system has not been disturbed since earlier testing. During this inspection, the system installer and applicant will be required to meet with the SEO at the site to review Township guidelines and construction procedures.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$200.00.

5. FINAL INSPECTIONS - At the time of system installation and prior to approval to cover, necessary field inspections shall be performed. System installation, grades and distances shall be checked to the standards set forth by DEP and the results of that inspection retained on file.

## APPENDIX - A

Including but are not limited to:

- a) Chisel Plow/Scarification
- b) Sand/Stone Placement
- c) Piping/Pressure Check

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$390.00.

6. VALIDITY OF PERMIT (RENEWAL) - If the system is not built within three (3) years from the date of permit issuance, or if the property is transferred within such time, renewal is applicable. The renewal is subject to:

- a) Review of available test data and previous permit.
- b) Verify prior testing as outlined in Item 11 below.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$275.00 per permit renewal.

7. SYSTEM MALFUNCTION - The SEO will investigate the malfunction, establish available data, and coordinate required testing procedures. Any related activities including, but not limited to, dye testing, water sampling and lab test fees, are also included.

Due to variability of malfunctions, the fee will be accrued hourly.

Keystone Consulting Engineers, Inc.'s 2020 fee is \$100.50 per hour.

8. ALTERNATE OR EXPERIMENTAL SYSTEM REVIEW - The SEO shall review and prepare a "Report of Findings" commenting on the applicant's submission.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$100.50 per hour.

9. ADDITIONAL SERVICES - PLANNING, WATER QUALITY, ENVIRONMENTAL - Included is long-range planning, water quality investigation and environmental consulting on basically any specialty assignment the Township would require which is not included in Items 1 through 9. This may include additional malfunction investigation & related activities, dye testing, water samples, etc.

Services will be billed at the rates given in the attached Professional Fee Schedule.

10. VERIFY PRIOR TESTING - This pertains to an applicant whose lot was tested and found acceptable for on-lot sewage disposal, more than three (3) years ago. The SEO will inspect the site to reaffirm that the designated area for the on-lot system has not been disturbed since earlier testing.

This verification is also required under PA Code Title 25 § 72.26(b), when testing was performed or observed by a previous Sewage Enforcement Officer.

If the area shows signs of having been disturbed, the applicant will be required to follow the procedure outlined in Items 1 and 2; if not disturbed, the applicant would advance to Item 3.

Keystone Consulting Engineers, Inc.'s 2020 fee for this service is \$200.00 per inspection.



**2020 PROFESSIONAL FEE SCHEDULE**

	<b><u>HOURLY RATE</u></b>
PRINCIPAL/PROFESSIONAL ENGINEER	127.00
SENIOR ENGINEER / PROJECT MANAGER	111.50
PROFESSIONAL LAND SURVEYOR	108.00
PROFESSIONAL GEOLOGIST	121.00
PROJECT ENGINEER / SENIOR ENGINEERING DESIGNER	108.50
SENIOR ARCHITECTURAL DESIGNER	105.50
ENGINEERING DESIGNER I	89.50
ENGINEERING DESIGNER II	97.50
ENGINEERING DESIGNER III	105.00
REGISTERED LANDSCAPE ARCHITECT	105.00
ENGINEERING TECHNICIAN I	71.50
ENGINEERING TECHNICIAN II	79.50
DRAFTSMAN I	49.50
DRAFTSMAN II	56.50
LANDFILL INSPECTOR	99.00
CONSTRUCTION INSPECTOR I	67.00
CONSTRUCTION INSPECTOR II	81.50
SEWAGE ENFORCEMENT OFFICER	100.50
TYPIST/TECHNICIAN I	49.50
TECHNICIAN II	57.50
EXPERT TESTIMONY	180.50
FIELD SURVEY CREW (1-MAN)	117.50
FIELD SURVEY CREW (2-MAN)	146.50
FIELD SURVEY CREW (3-MAN)	180.50
ELECTRONIC SURVEY EQUIPMENT	7.50
ROBOTIC SURVEY EQUIPMENT	11.50
GPS SURVEY EQUIPMENT	13.00
ALL TERRAIN VEHICLE	121.50 (Per Day)
UTILITY TERRAIN VEHICLE	186.50 (Per Day)
SOIL INFILTRATION EQUIPMENT	26.00 (Per Day)
WATER LEVEL METER	26.00 (Per Day)
TRAFFIC COUNTER	6.20
TRAFFIC MODELING SYSTEM	6.20
PRINTS	6.00 (Per Print)
PHOTOCOPIES	0.30 (Per Copy)
OUTSIDE SERVICES	Net Cost Plus 5%



**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION APPOINTING HANOVER ENGINEERING AS  
GEOTECHNICAL ENGINEER FOR THE TOWNSHIP OF SOUTH WHITEHALL**

**WHEREAS**, Hanover Engineering has acknowledged their willingness to perform these duties for the Township of South Whitehall; and

**WHEREAS**, the Board of Commissioners of the Township of South Whitehall has found Hanover Engineering to be qualified for said reappointment.

**NOW, THEREFORE, BE IT RESOLVED**, that Hanover Engineering be reappointed as the Geotechnical Engineer for the Township of South Whitehall, for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed.

**AND BE IT FURTHER RESOLVED** that Hanover Engineering, as the Geotechnical Engineer, be paid compensation on an hourly basis, as enumerated in "Appendix – A" of this Resolution, for all work performed, and shall, whenever required, furnish the Board of Commissioners and Township Manager with reports, information or estimates of any Geotechnical Engineering work, or on questions submitted by any of them in their official capacity.

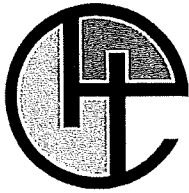
**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

**ATTEST:**

\_\_\_\_\_  
Stephen D. Carr, Secretary



# HanoverEngineering

RECEIVED  
EXECUTIVE DEPARTMENT

DEC 11 2019

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944  
Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

December 9, 2019 SOUTH WHITEHALL TOWNSHIP

Mrs. Renee Bickel, Township Manager  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104-1699

RE: Request for Geotechnical Engineer and  
Alternate Sewage Enforcement Officer  
Reappointment for 2020  
South Whitehall Township, Lehigh County

Dear Mrs. Bickel:

We sincerely thank the Township for the appointment of Hanover Engineering as the Geotechnical Engineer and Alternate Sewage Enforcement Officer during 2019, and we respectfully request the opportunity to be reappointed to these positions in 2020.

Enclosed please find one (1) copy of our 2020 Professional Fee Schedule for your reference. Please note, our 2020 Fee Schedule reflects a rate increase of approximately three percent (3%).

The Department of Environmental Protection requires appointment of named Sewage Enforcement Officers with their Certification Number at the beginning of each year. The record of your named Sewage Enforcement Officers, as officially approved by the Township, must be transmitted to the Department of Environmental Protection after approval.

The appointment of more than one Officer from Hanover Engineering will ensure coverage and flexibility for any tasks we may need to assist the Township with during the upcoming year. We request the following Officers be included:

Christopher A. Taylor – 03138  
Jacob A. Schray – 03134

Gregory C. Gray – 03945

Thank you sincerely for the Township's consideration of these reappointments. Please contact me if you have any questions regarding the above-referenced information.

Respectfully,

HANOVER ENGINEERING

Charles H. Unangst, PE, PLS  
President, Chief Executive Officer

chu:sas/llb  
T:\Hanover Corporate\Yearly Rates\Reappointment-Rate Letters\2020 Reappointment Letters\South Whitehall\vp\_2019-12-09.doc

Enclosure(s)

# APPENDIX - A

## HANOVER ENGINEERING ASSOCIATES, INC 2020 MUNICIPAL PROFESSIONAL FEE SCHEDULE

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
<u>ENGINEER</u>	
Senior Engineer	\$ 117.00
Registered	110.75
Graduate (Nonregistered)	95.00
<u>CERTIFIED PLANNER</u>	110.75
<u>REGISTERED GEOLOGIST / SENIOR SCIENTIST</u>	110.75
<u>REGISTERED LANDSCAPE ARCHITECT</u>	110.75
<u>TRAFFIC SPECIALIST</u>	110.75
<u>REGISTERED SURVEYOR</u>	103.50
<u>SENIOR PROJECT MANAGER</u>	110.75
<u>ENVIRONMENTAL</u>	
Environmental Specialist	96.50
Environmental Technician	84.25
<u>GIS (GEOGRAPHIC INFORMATION SYSTEMS) WORK</u>	
GIS Specialist	89.00
GIS Technician	75.00
<u>DESIGN / DRAFTING / TECHNICAL WORK</u>	
Senior Designer/Senior Technician	94.25
Design/Calculations/Technician	83.00
Draftsperson 1	74.50
Draftsperson/Technician 3	55.00
<u>GROUND PENETRATING RADAR / GLOBAL POSITIONING SERVICE FIELD PERSON</u>	105.50
<u>ZONING OFFICER / CODES ENFORCEMENT</u>	87.50
<u>SURVEY CREW</u>	
One-Person Crew (1 @ \$96.50 each)	96.50
Two-Person Crew (2 @ \$74.25 each)	148.50
Three-Person Crew (3 @ \$62.25 each)	186.75
One-Person Crew w/Robotic Equipment	122.00
3D Scanning w/One-Person Crew	186.00
<u>CONSTRUCTION OBSERVER / SEWAGE OFFICER</u>	
Highway, Heavy, Commercial, or Residential Construction	76.85
Highway, Heavy, Commercial, or Residential Construction (Senior)	83.50
Certified Sewage Enforcement Officer	74.50
Evaluate Soil Probes (maximum 3 probes per lot)	Lump Sum 247.50
Additional Soil Probes (each additional probe beyond 3 probes)	51.50
Additional Percolation Test Hole (per hole w/standard 6 hole perc test)	36.00
Onlot Sewer Percolation Test (Pass or Fail)	Lump Sum 455.40
Observe Percolation Test	Lump Sum 372.60
<u>SECRETARIAL / WORD PROCESSOR</u>	40.50

1. Travel to and from the job site is chargeable time, with project mileage charged at current IRS rate for region.
2. Overtime is charged at 1.5 times base rate.
3. Ordinary overhead expenses are included in the above rates.
4. Extraordinary expenses required specifically for a particular project will be billed at direct cost plus 5%. Examples of these expenses include soil borings costs or testing laboratory charges. All such additional expenses are to be specifically approved by the client prior to their use.
5. A special rate of \$165.00 per hour is established for formal hearings and court appearances as an expert witness for a Professional Engineer, Geologist, Surveyor, or other professional.
6. Cost for plan copies is \$0.55 per square foot (black & white); \$2.00 per square foot (color).
7. Cost for Mylars is \$1.65 per square foot (black & white); \$6.00 per square foot (color).
8. Cost for photocopies is \$0.25 per page (black & white); \$0.55 per page (color).
9. Field equipment usage will be charged as follows: Sewage Flow Meter - \$12.50/day, Traffic Counter - \$57.00/day, GPS Locator - \$23.50/day, RTKGPS - \$215.00/day, SUB-RTKGPS - \$52.00/day.
10. Push Camera - \$10.40/hour for Televising; \$15.60/hour for Televising and Locating Services.



**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING HANOVER ENGINEERING AS ALTERNATE SEWAGE ENFORCEMENT OFFICER (SEO) FOR THE TOWNSHIP OF SOUTH WHITEHALL**

**WHEREAS**, Hanover Engineering has acknowledged their willingness to perform these duties for the Township of South Whitehall; and

**WHEREAS**, the Board of Commissioners of the Township of South Whitehall has found Hanover Engineering to be qualified for said reappointment.

**NOW, THEREFORE, BE IT RESOLVED**, that Hanover Engineering be reappointed as the Alternate Sewage Enforcement Officer (SEO) for the Township of South Whitehall, for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed.

**AND BE IT FURTHER RESOLVED** that Hanover Engineering, as the Alternate SEO, be paid compensation on an hourly basis, as enumerated in "Appendix – A" of this Resolution, for all work performed, and shall, whenever required, furnish the Board of Commissioners and Township Manager with reports, information or estimates of any Alternate Sewage Enforcement work, or on questions submitted by any of them in their official capacity.

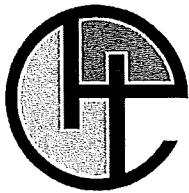
**DULY ADOPTED** this **6th** day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

**ATTEST:**

\_\_\_\_\_  
Stephen D. Carr, Secretary



# Hanover Engineering

RECEIVED  
EXECUTIVE DEPARTMENT

DEC 11 2019

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944  
Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

December 9, 2019 SOUTH WHITEHALL TOWNSHIP

Mrs. Renee Bickel, Township Manager  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104-1699

RE: Request for Geotechnical Engineer and  
Alternate Sewage Enforcement Officer  
Reappointment for 2020  
South Whitehall Township, Lehigh County

Dear Mrs. Bickel:

We sincerely thank the Township for the appointment of Hanover Engineering as the Geotechnical Engineer and Alternate Sewage Enforcement Officer during 2019, and we respectfully request the opportunity to be reappointed to these positions in 2020.

Enclosed please find one (1) copy of our 2020 Professional Fee Schedule for your reference. Please note, our 2020 Fee Schedule reflects a rate increase of approximately three percent (3%).

The Department of Environmental Protection requires appointment of named Sewage Enforcement Officers with their Certification Number at the beginning of each year. The record of your named Sewage Enforcement Officers, as officially approved by the Township, must be transmitted to the Department of Environmental Protection after approval.

The appointment of more than one Officer from Hanover Engineering will ensure coverage and flexibility for any tasks we may need to assist the Township with during the upcoming year. We request the following Officers be included:

Christopher A. Taylor – 03138  
Jacob A. Schray – 03134

Gregory C. Gray – 03945

Thank you sincerely for the Township's consideration of these reappointments. Please contact me if you have any questions regarding the above-referenced information.

Respectfully,

HANOVER ENGINEERING

Charles H. Unangst, PE, PLS  
President, Chief Executive Officer

chu:sas/llb

T:\Hanover Corporate\Yearly Rates\Reappointment-RateLetters\2020ReappointmentLetters\SouthWhitehall\lwp\_2019-12-09.doc

Enclosure(s)

*Envisioning and Engineering sustainable, cost-effective, and environmentally responsible projects since 1971*



# APPENDIX - A

## HANOVER ENGINEERING ASSOCIATES, INC 2020 MUNICIPAL PROFESSIONAL FEE SCHEDULE

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
<u>ENGINEER</u>	
Senior Engineer	\$ 117.00
Registered	110.75
Graduate (Nonregistered)	95.00
<u>CERTIFIED PLANNER</u>	110.75
<u>REGISTERED GEOLOGIST / SENIOR SCIENTIST</u>	110.75
<u>REGISTERED LANDSCAPE ARCHITECT</u>	110.75
<u>TRAFFIC SPECIALIST</u>	110.75
<u>REGISTERED SURVEYOR</u>	103.50
<u>SENIOR PROJECT MANAGER</u>	110.75
<u>ENVIRONMENTAL</u>	
Environmental Specialist	96.50
Environmental Technician	84.25
<u>GIS (GEOGRAPHIC INFORMATION SYSTEMS) WORK</u>	
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Draftsperson/Technician 3	55.00
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Observe Percolation Test	Lump Sum 372.60
<u>SECRETARIAL / WORD PROCESSOR</u>	40.50

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2. Overtime is charged at 1.5 times base rate.
3. Ordinary overhead expenses are included in the above rates.
4. Extraordinary expenses required specifically for a particular project will be billed at direct cost plus 5%. Examples of these expenses include soil borings costs or testing laboratory charges. All such additional expenses are to be specifically approved by the client prior to their use.
5. A special rate of \$165.00 per hour is established for formal hearings and court appearances as an expert witness for a Professional Engineer, Geologist, Surveyor, or other professional.
6. Cost for plan copies is \$0.55 per square foot (black & white); \$2.00 per square foot (color).
7. Cost for Mylars is \$1.65 per square foot (black & white); \$6.00 per square foot (color).
8. Cost for photocopies is \$0.25 per page (black & white); \$0.55 per page (color).
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10. Push Camera - \$10.40/hour for Televising; \$15.60/hour for Televising and Locating Services.



**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING SPOTTS, STEVENS AND MCCOY AS THE  
SOUTH WHITEHALL TOWNSHIP UTILITY ENGINEER**

**WHEREAS**, Spotts, Stevens and McCoy have acknowledged their willingness to perform these duties for the Township of South Whitehall; and

**WHEREAS**, the Board of Commissioners of the Township of South Whitehall has found Spotts, Stevens, and McCoy to be qualified for said reappointment.

**NOW, THEREFORE, BE IT RESOLVED**, that Spotts, Stevens and McCoy be reappointed as the Utility Engineer for the Township of South Whitehall, for a period of two (2) years, said appointment terminating on December 31, 2021, or until a successor shall be appointed.

**AND BE IT FURTHER RESOLVED** that Spotts, Stevens and McCoy as the Township Utility Engineer be paid compensation on an hourly basis, as enumerated in "Appendix – A" of this Resolution, for all work performed, and shall, whenever required, furnish the Board of Commissioners and Township Manager with reports, information or estimates of any utility engineer work, or on questions submitted by any of them in their official capacity.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020** by the Board of Commissioners of the Township of South Whitehall, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

**ATTEST:**

\_\_\_\_\_  
Stephen D. Carr, Secretary



**Spotts, Stevens and McCoy | 2020 Rate Schedule**

[VALID THROUGH DECEMBER 31, 2020]

Description <sup>(1)</sup>	Hourly Rate
Administrative Support	\$50
Technician, Project Support, Drafter	\$75
CAD Drafter, GIS Technician, Project Representative, Construction Observer, Graduate Surveyor	\$90
Designer, Surveyor, Planner, Senior Project Representative, Senior Construction Observer, Graduate Engineer, Graduate Geologist, Environmental Specialist, GIS Specialist, IEQ Specialist, Graduate Landscape Architect, Technical Specialist, Survey Crew Chief	\$106
Senior Designer, Senior Surveyor, Certified Planner, Senior Environmental Specialist, Engineer, Geologist, Senior Survey Crew Chief, Planner III	\$116
Project Engineer, Project Geologist, Senior Technical Specialist, Certified Industrial Hygienist, Senior Graduate Engineer, Registered Landscape Architect, Senior Industrial Hygienist, Senior Graduate Geologist, Project Manager	\$128
Technical Manager, Senior Engineer, Senior Geologist, Senior Planner, Senior EHS Specialist, Senior Project Manager, Senior Registered Landscape Architect	\$136

These rates apply to all projects executed and billed on a standard time and material basis. These rates do not include applicable sales tax. Project related expenses chargeable to the client include travel and living expenses for all personnel required to be away from the office in connection with the work; postage and shipping costs of samples and other materials; job expendable materials and supplies; special equipment rental; printing; reproduction; and the use of SSM Group, Inc. and its employees' vehicles. Overtime rates of 1.5 times normal rates apply to non-exempt employees for projects requiring overtime previously approved by the client. The services of outside consultants or specialists are charged at cost plus ten percent (10%). Standard billing terms apply.

<sup>(1)</sup> The terms "Engineer", "Land Surveyor" and "Geologist" are strictly limited to those individuals who are registered professionals in their respective disciplines. Use of these terms in titles or by reference is governed by the Engineer, Land Surveyor and Geologist Registration Law, 63 P.S. § 148 et seq and Regulations of the State Registration Board for Professional Engineers, Land Surveyors and Geologists, 49 PA CODE, Chapter 37.

The Specialist categories above include graduate engineers, graduate land surveyors and graduate geologists not registered in Pennsylvania.

# APPENDIX - A

Spotts, Stevens and McCoy

1047 N. Park Road > P.O. Box 6307 > Reading PA 19610-0307  
610.621.2000 > F. 610.621.2001 > SSMGROUP.COM



December 23, 2019

South Whitehall Township  
Board of Commissioners  
444 Walbert Avenue  
Allentown PA 18104

RECEIVED  
EXECUTIVE DEPARTMENT

DEC 23 2019

SOUTH WHITEHALL TOWNSHIP

RE: Engineering Services – Year 2020  
SSM File 103400.0000

Dear Board Members:

We would like to thank you for the opportunity to have served you during the past year. We appreciate your continued confidence in our work and value the relationship between South Whitehall Township and SSM.

We enjoyed helping your community be a great place to live, work and play in 2019; we look forward to continuing to help you serve your community in 2020. In fact, helping you make your community great is our core purpose.

It is our goal to provide you with great service at a fair price. We pride ourselves in working cooperatively as part of your team to meet your goals. Our attached 2020 Rate Schedule represents an overall increase of approximately 2.5 percent compared to our 2019 rates.

We truly enjoy the privilege of working with all of you and the South Whitehall Township staff. Our commitment to continue providing you high quality and responsive service remains our priority. If you have concerns or questions, please do not hesitate to contact me.

Sincerely,  
Spotts, Stevens and McCoy

A handwritten signature in blue ink that reads "Darryl A. Jenkins". The signature is fluid and cursive, with the first name being the most prominent.

Darryl A. Jenkins, P.E.  
Vice President and Chief Engineer  
[darryl.jenkins@ssmgroup.com](mailto:darryl.jenkins@ssmgroup.com)

Enclosure



**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2020-\_\_  
(Duly Adopted January 6, 2020)**

**A RESOLUTION REAPPOINTING CODEMASTER INSPECTION SERVICES  
AS THE RESIDENTIAL INSPECTOR FOR SOUTH WHITEHALL TOWNSHIP**

**WHEREAS** CodeMaster Inspection Services has acknowledged their willingness to perform these duties for the Township of South Whitehall; and,

**WHEREAS**, the Board of Commissioners of the Township of South Whitehall has found CodeMaster Inspection Services to be qualified for said reappointment.

**NOW, THEREFORE, BE IT RESOLVED**, that CodeMaster Inspection Services be reappointed as the Residential Inspector for the Township of South Whitehall, which appointment is until a successor is appointed.

**AND BE IT FURTHER RESOLVED**, that the Residential Inspector be paid compensation as enumerated in Appendix "A" of this Resolution, for all work performed, and shall, whenever required, furnish the Board of Commissioners and Township Manager with reports, information or estimates of any Residential Inspection work, or on questions submitted by any of them in their official capacity.

**DULY ADOPTED** this 6<sup>th</sup> day of **January 2020**, by the Board of Commissioners of the Township of South Whitehall, Lehigh County Pennsylvania, in lawful session duly assembled.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina (Tori) Morgan, President

ATTEST:

\_\_\_\_\_  
Stephen D. Carr, Secretary





**APPENDIX - A****SOUTH WHITEHALL TOWNSHIP****CodeMaster Inspection Services Fee Schedule**

Residential Building Plan Review/Inspection &amp; Other Services

Valid through December 31, 2020

**INCLUDES PLAN REVIEW & INSPECTIONS FOR ALL DISCIPLINES:****Building, Energy, Plumbing, Mechanical (HVAC), & Electrical**

Type	Fee	Number of Site Visits*
Single Family Dwelling	\$900 up to 3,500 SF \$20 for each additional 100 SF (or portion thereof)	12
Additions	\$600 up to 500 SF \$20 for each additional 100 SF (or portion thereof)	7
Renovations or Alterations	\$450 up to 500 SF \$15 for each additional 100 SF (or portion thereof)	5
Accessory Structure	\$250 up to 500 SF \$15 for each additional 100 SF (or portion thereof)	3
Manufactured Housing Mobile or with axle capabilities per unit on piers	\$275	3
Manufactured Housing Mobile or with axle capabilities per unit with basement	\$475	6
Industrialized Housing (Modular)	\$550 up to 3,500 SF \$10 for each additional 100 SF (or portion thereof)	7
Deck or Patio	\$200 up to 200 SF \$15 for each additional 100 SF (or portion thereof)	3
Deck, Patio or Porch w/ roof	\$300 up to 200 SF \$15 for each additional 100 SF (or portion thereof)	4
Above-Ground Pool/Spa	\$180	2
In-Ground Pool	\$300	4
Solar and Photovoltaic Panel System installations (roof or ground mounted)	\$200 plus \$3 per panel	3

**MINOR ALTERATIONS**

Minor Alterations/Demolition (1-2 disciplines)	\$180	2
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**PLUMBING**

Up to 5 fixtures	\$75	1
Each additional fixture	\$5	

**HVAC**

First system in existing residence or unit replacement in existing residence	\$75	1
Each additional unit	\$30	

**ELECTRIC**

Electrical service inspection	\$125	1
Minor alteration	\$120	2

**NOTES AND ADDITIONAL SERVICES**

Plan review re-submission for incomplete or denied plans	\$60 / hr**
Inspections only, re-inspections or additional inspections	\$60 / hr
Consultation, site visits and/or attendance at meetings with applicants, Township Officials or staff	\$60 / hr
Administration services (beyond typical permitting process)	\$40 / hr
*If the number of site visits exceeds the number listed above, the applicant will be charged for each additional inspection.	\$60 / hr

**SOUTH WHITEHALL TOWNSHIP**

**CodeMaster Inspection Services Fee Schedule**

Residential Building Plan Review/Inspection & Other Services

Valid through December 31, 2020

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**All hourly rates are based on a one-hour minimum fee.
---

CodeMaster may require building plans and specifications to be stamped and/or sealed by a design professional licensed in the Commonwealth of Pennsylvania. This would typically apply to non-conventional type construction or structures.
---

All listed fees containing a square foot price are calculated on the industry standard square footage basis measured outside-to-outside dimensions of all levels of the structure, and shall include basements, bays, hallways, stairways, utility/mechanical rooms, storage rooms, lobbies, attached garages, foyers, elevators, decks, covered patios, porches, and attics that have a minimum headroom height of six feet.
---

"KNOW THE CODE"



CodeMaster Inspection Services, Inc.  
1209 Hausman Road, Suite B  
Allentown, PA 18104-9300

484-223-0763 *phone*

484-223-0768 *fax*

[www.codemaster.info](http://www.codemaster.info)

November 15, 2019

Renee Bickel, Township Manager  
South Whitehall Township  
4444 Walbert Avenue  
Allentown, PA 18104

**Re: 2020 Services and Fee Schedule**

Dear Ms. Bickel:

Please find the attached 2020 CodeMaster Inspection Services residential fee schedule for plan review and inspection services.

We changed our fee schedule format this year in order to make it easier to read. We simplified our fee schedule by deleting some of the fee options within a category. For example, last year we proposed three different fees for electrical service inspections, based on the number of amps. This year we are proposing only one fee.

In order to continue covering our costs and enable us to provide excellent services to your Township, we made minimal increases to our fees. For example, a deck up to 200 SF increased from \$125 to \$200. The residential minor alterations plan review and inspection fee increased from \$125 to \$180. The residential reinspection fee increased from \$50 to \$60.

We appreciate the opportunity to serve you and the residents of South Whitehall Township and hope to continue our existing working relationship. If we can serve in any other capacity, please do not hesitate to contact us.

Please contact me with any questions. My email address is [scalluori@codemaster.info](mailto:scalluori@codemaster.info) and my phone number is 484-223-0763.

Sincerely,

Shannon Calluori  
Vice President Operations



**PUBLIC NOTICE**  
**SOUTH WHITEHALL TOWNSHIP**  
**2020 MEETING SCHEDULES**

The **2020** Meeting Schedules for South Whitehall Township are as follows:

**Board of Commissioners** – 7:00 p.m. - 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month. (One exception: January meetings are January 6<sup>th</sup> & 15<sup>th</sup>.) The 2<sup>nd</sup> Wednesday of the month is reserved for 6:00 p.m. meetings, only on an as-needed-basis or for workshop sessions. If a meeting is cancelled due to inclement weather or other reasons, the meeting will be postponed to the next evening, unless posted otherwise on the Township’s website.

**Building Code Appeals Board** – 3:30 p.m. - 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of each month. (Exceptions are as follows: The second meeting in November and December is cancelled.)

**Emergency Management Services** – 7:00 p.m., March 12<sup>th</sup>, June 11<sup>th</sup>, September 10<sup>th</sup>, and December 10<sup>th</sup>. All EMS meetings will be held at Cetronia Ambulance Corps., 4300 Broadway, Allentown.

**Landscape and Shade Tree Commission** – 10:00 a.m. - 4<sup>th</sup> Monday of each month. (Exceptions are as follows: In May and December will meet on the 3<sup>rd</sup> Monday.)

**Parks and Recreation Board** – 7:00 p.m. - 2<sup>nd</sup> Monday of each month. (Exceptions are as follows: No meetings will be held in July, August, and December.)

**Public Safety Commission** – 7:00 p.m. - 1<sup>st</sup> Monday of each month. (Exceptions are as follows: In January & September will meet on the 2<sup>nd</sup> Monday.)

Please check [www.southwhitehall.com](http://www.southwhitehall.com) for all meeting locations. Meetings for the Planning Commission and the Zoning Hearing Board for South Whitehall Township will be advertised appropriately prior to each meeting.

**RENEE C. BICKEL, SHRM-SCP, SPHR**  
Township Manager

