

LOWER PAXTON TOWNSHIP AUTHORITY

MONDAY, NOVEMBER 10, 2025 – 6:45 P.M.

ORDER OF BUSINESS

1. CALL TO ORDER - CHAIRMAN BLAIN
2. PLEDGE OF ALLEGIANCE - MR. MCCORMACK
3. BUSINESS MEETING - GENERAL AUTHORITY
 - 3.A. Appointment Of Tucker Arensberg As The Authority Solicitor And Ratification Of Engagement Letter

Documents:

EMAILED ENGAGEMENT LETTER LOWER
PAXTON SEWER AUTHORITY 091725.PDF

4. ADJOURN

NEXT MEETING – November 25, 2025

Be advised that public meetings of the Authority may be recorded for audio and/or video purposes.



Kevin L. Hall
khall@tuckerlaw.com
717-221-7951

September 17, 2025

Via Email: WWeaver@lowerpaxton-pa.gov

Lower Paxton Sewer Authority
Attn: David Blain, Chairman
425 Prince Street
Harrisburg, PA 17019

Re: Lower Paxton Sewer Authority

Dear Mr. Blain:

Thank you for retaining Tucker Arensberg, P.C. to represent you in the above matter.

Our Billing Structure:

We are required by our Rules of Professional Conduct to set forth in writing the terms of our representation.

The fee for our services for the above matters will be based upon the actual time incurred by each attorney or paralegal working on these matters multiplied by each person's respective hourly billing rate at the time the services are performed. We maintain itemized time and expense records which are detailed in client billing statements. We will bill you monthly for the time and costs incurred during the immediately preceding month. In addition, we will bill you for out-of-pocket disbursements which may include by way of example, filing fees, costs of investigations, expert witness fees, costs of depositions, travel expenses, photocopying, telephone, Westlaw and other miscellaneous costs. Bills are payable upon receipt. Our hourly rates are subject to change as of January 1 each year.

Current rates for the attorneys who may be handling these matters are as follows:

Shareholder:	\$250.00
Associate/Senior Counsel:	\$225.00
Paralegals:	\$175.00

Other attorneys may assist with your representation at their applicable hourly rates if we believe their participation in your representation is necessary or advantageous.

Our Commitments to You:

Our firm is dedicated to serving you professionally and ethically. In striving to do so, we make the following commitments to you:

1. *We shall hold strictly confidential all conversations and other communications with you, and all information which we receive from you during the course of our dealings. We will not reveal your confidences or secrets without your consent.*
2. *We will pursue your work conscientiously and without delay. In turn we will need your full and timely cooperation to help us represent you. However, we may not be able to control every aspect of the work, particularly with respect to the involvement of other parties and the nature of the legal system. We welcome your suggestions and requests for information.*
3. *We will work with you to develop an understanding of your business and your expectations. We will work together to establish goals and deadlines that meet your needs. Whenever possible, we will work with you to develop practical budgets.*
4. *We will communicate with you and keep you informed about the status of your work. Every effort will be made to have someone from this firm return your telephone calls on the day they are received, even if the person returning the call is not the lawyer with whom you are currently working. We will send to you copies of all significant correspondence and other documents. We will keep you informed of any significant developments relating to your matters.*
5. *We will charge you reasonable fees. We will delegate work efficiently in order to control costs. We will provide timely statements which accurately and completely show what work we have performed and the cost of that work.*
6. *We will meet with you at your request to discuss our services and fees. If you are dissatisfied with our services, or if you feel we have failed to meet any of these commitments, we ask you to call the lawyer involved in your work or Jerry Russo, the firm's Managing Shareholder, to discuss the matter. We will try very hard to honestly and fairly address your concerns.*

Invoices and Payments:

Unless another schedule is arranged, each month you will receive an invoice showing the fees and costs generated during the previous month. Since our costs in providing legal services are primarily salaries that we pay on a current basis, our invoices are payable on a current basis as well. Tucker Arensberg, P.C. reserves the right to impose a service charge of 1.5% per month on any balance which is not paid within 30 days of the date of the invoice. In the event that collection efforts are necessary, Tucker Arensberg, P.C. also reserves the right to add internal or outside collection costs and expenses, including reasonable counsel fees or other expenses incurred to collect any amounts owed.

Termination of Services:

We hope to establish a long-lasting relationship with you as your legal counsel. Nevertheless, you are free to terminate our services at any time by written notice to us. We may also terminate our services to you by written notice to you if we feel we cannot continue to work with you, if you fail to pay our monthly statements in a timely manner, or if we determine that our continued representation of you would violate the Rules of Professional Conduct applicable to lawyers, or for any other reason as set forth in Rule 1.16 of the Rules of Professional Conduct.

Use of E-Mail to Transmit Confidential Information:

We may use electronic mail (e-mail) to facilitate our communications with you, unless you direct us to do otherwise. However, please keep in mind that the security of e-mail cannot be guaranteed. For example, we recommend that in order to preserve the confidential nature of our communications with you that you take steps to prevent inadvertent or unauthorized access to your computer or other mobile devices. It is especially important to keep this in mind because it is likely that our communications will involve sensitive and confidential information. As with all of our client communications, we will take all reasonable steps to maintain confidentiality when communicating to you by e-mail. If you require any special security precautions, be taken with regard to our communications with you, please advise us.

Data Security/Information Security:

We reserve the right to contract with vendors who may have access to your private and confidential data. The access by such vendors is only on a “need to know” basis and is closely monitored. We will take steps to the best of our ability to ensure and preserve the confidential nature of this information. By entering into this engagement with our firm, you consent to the vendor access.

Attorney-Client Relationship:

When we have completed the engagement described in this letter, our lawyer-client relationship will automatically terminate, unless you engage us to perform other legal services for you. If we perform other legal services for you in the future, this engagement letter will apply to those services, unless we mutually agree in writing to another arrangement.

To the extent that we are undertaking the formation of a business entity, our scope of work may include assistance with the entity's initial beneficial owner report to be filed with FinCEN. Please be advised that once initial beneficial owner reporting is completed, our services in this regard will automatically terminate. We are not being engaged to assist the organizers or the entity with ongoing federal or state reporting requirements. Any such legal services in the future shall require a separate engagement of this firm at such time.

File Retention Policy:

After your matter is concluded, our file will be closed. All documents in your file, that cannot be obtained through the courts or another publicly available source, will be copied into an electronic format and retained by us. We may destroy any hard copies upon closing your file. Unless you make prior written arrangements with us, we reserve the right to destroy all electronically stored files ten years after a matter is closed.

Your Satisfaction is Important to Us:

We are pleased that you have selected Tucker Arensberg, P.C. to represent you and we will strive to provide you with exceptional client service. Your satisfaction is important to us, and we will do whatever we can to resolve any problems should they arise. In the event that you have any questions, please do not hesitate to call the lawyer handling your work or Jerry Russo, the firm's Managing Shareholder, at 717-221-7968.

Marketing Materials:

After this engagement is completed, we may from time to time provide you with information about Tucker Arensberg, P.C. and the services we offer, and we may also send to you newsletters, articles, or other information addressing substantive areas of the law. Providing this information to you does not in itself continue or create a lawyer-client relationship. Of course, if at any time you do not wish to continue to receive this information, please let us know and we will remove your name from our distribution list.

David Blain
September 17, 2025
Page 5

Return Signed Engagement Letter:

If you agree with the above, please sign this letter at the bottom.

Thank you for this opportunity to represent you. We look forward to serving you.

Very truly yours,

TUCKER ARENSBERG, P.C.



Kevin L. Hall
KLH: sez

AGREED:

David Blain, Chairman

Date: _____

TADMS:20947190