

**Canton Township Board of Supervisors
Re-organizational Meeting Minutes
January 05,2026**

Meeting called to order at 1:00 PM by current Chairman Butch Main.

Roll Call: Tom Bodnovich, Richard Horner, and Butch Main. Also, present Stephanie Pettit Township Manager, Christy Moore Assistant Secretary Treasurer-absent and Joseph Joscsak Code Enforcement Officer.

Nomination to appoint Butch Main as Chairman of the Board of Supervisors.

Nomination made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Nomination to appoint Tom Bodnovich as Vice Chairman of the Board of Supervisors.

Nomination made by: Mr. Richard Horner

Second by: Mr. Butch Main

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Nomination and Motion to appoint Stephanie Pettit as Secretary/Treasurer.

Compensation and benefits as stated in her contract.

Nomination made by: Mr. Tom Bodnovich

Second by: Mr. Rich Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Nomination and Motion to appoint Christy Moore as Assistant Secretary/Treasurer. Compensation and benefits as stated in her contract.

Nomination made by: Mr. Tom Bodnovich

Second by: Mr. Rich Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Nomination and Motion to apppoint Makel and Associates as Solicitor
Compensation-\$160.00 per hour- Letter attached.

Motion by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Nomination and Motion to appoint John Smith as Zoning Solicitor
Compensation-\$130.00 per hour- Letter attached.

Motion by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Nomination and Motion of Harshman CE Group as Engineer.

Compensation- Fee schedule attached.

Nomination made by: Mr. Rich Horner

Second by: Mr. Butch Main

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to set Secretary/Treasurer's Bond at \$750,000.00.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to set Assistant Secretary/Treasurer's Bond at \$30,00.00.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to appoint Stephanie Pettit as Open Records Officer.

Motion made by: Mr. Richard Horner

Second by: Mr. Tom Bodnovich

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to appoint Vicki Fields as Vacancy Board Chairman.

Motion made by: Mr. Richard Horner

Second by: Mr. Tom Bodnovich

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to hold the Board of Supervisors meeting on the 2nd Thursday of each month at 5:00 PM at 1265 W. Chestnut St, in the Municipal Building.

Motion made by: Mr. Tom Bodnovich

Second by: Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to hold the meetings for the Planning Committee at 4:30 PM on 2nd Thursday of every month at 1265 W. Chestnut St, in the Municipal Building.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to advertise the Board of Supervisors and the Planning Committee meetings for 2026.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Rich Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to set Township business hours Monday-Thursday 8:00 AM to 4:30 PM and Friday 8:00 AM to 2:00 PM.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to name Washington Financial as the 2026 depository.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to designate the Secretary/Treasurer and at least one of the three Supervisors sign all checks for vouchers and legal documents for 2026, and two Supervisors to sign when Treasurer is unavailable.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Rich Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to name Tax Delegate Committee-

Primary Voting Delegate- Stephanie Pettit

1st Alternate Voting Delegate- Christy Moore

2nd Voting Delegate- Tom Bodnovich

Motion made by: Mr. Richard Horner

Second by: Mr. Tom Bodnovich

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to appoint to the Zoning Hearing Board Jared Dorsey-2027, Korey Kennedy- motion to re-appoint until 2029, Jim Husk -2028.

Nomination made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried

Motion to appoint Stephanie Pettit Sewage Co-op Representative and to continue with Washington Sewage Council as Sewage Enforcement.

Fee Schedule is attached for Washington Sewage Council

Motion made by- Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to appoint Joseph Joscsak as Emergency Management Coordinator.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Rich Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to set mileage rate by the IRS for 2026 as 72.5 cents.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to appoint Joseph Joscsak as Zoning Office. Compensation and benefits as stated in his contract.

Motion made by: Mr. Richard Horner

Second by: Mr. Tom Bodnovich

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to appoint Joseph Joscsak as Code Enforcement Officer. Compensation and Benefits as stated in contract.

Motion made by: Mr. Tom Bodnovich

Second by: Mr. Richard Horner

Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to appoint Harshman CE Group for Building Inspection Services.
Compensation- fee schedule is attached (Universal Construction Code)
Nomination made by: Mr. Tom Bodnovich
Second by: Mr. Richard Horner
Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Motion to appoint Kym Secreet as Animal Control Officer.
Compensation- \$600.00 per month
Motion made by: Mr. Tom Bodnovich
Second by: Mr. Rich Horner
Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Nomination carried.

Recommendations to auditors: None.

Additional Items: None.

Discussion and Motion to approve the signing of the engagement letter from Palemo and Kissinger for the 2025 audit and to also approve Resolution 1 of 2026 to enter into a contract with a certified public accountant for the 2026 year.
Motion made by: Mr. Tom Bodnovich
Second by: Mr. Richard Horner
Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Motion to adjourn the meeting @1:14PM.
Motion made by: Mr. Richard Horner
Second by: Mr. Butch Main
Roll Call Vote: Main-yes, Bodnovich-yes, Horner-yes, Motion carried.

Minutes Respectfully Submitted



Christy Moore

Dennis M. Makel, Esquire
dennis@makelandassociates.com

Charlotte E. Karnes, Esquire
charlotte@makelandassociates.com

Almon S. Burke, Jr., Esquire
almon@makelandassociates.com

Grant A. Allison, Esquire
grant@makelandassociates.com

December 1, 2025

Canton Township
1265 West Chestnut Street
Washington, PA 15301

RE: Solicitorship for 2026

Dear Supervisors:

I am requesting to be reappointed as the Solicitor for the year 2026. As you are well aware, I do not charge for any phone calls between my office and the Board of Supervisors and/or Secretary/Treasurer. The reason for the free phone calls is that I believe in an open line of communication between my office and the Township in order to prevent any problems that may occur.

Also, I propose, in order to be retained, the following:

1. The Hourly Rate of One Hundred Sixty (\$160.00) Dollars per hour.
2. Two Hundred Fifty (\$250.00) Dollars to attend monthly meeting.
3. Reimbursement for costs incurred such as copy fees, faxes, etc.

As you are all well aware, our office takes pride in the fact that we are here to provide reasonable fees and great service. If you have any questions or concerns, please do not hesitate to contact my office. Thank you.

Very truly yours,

By:



Dennis M. Makel, Esquire
Solicitor for Canton Township

DMM: lc



SMITH BUTZ

A LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

88 Center Church Road
McMurray, PA 15317

December 10, 2025

Via Electronic Mail

Canton Township Zoning Hearing Board
Attn: Christy Moore, Assistant Township Manager
cmoore@yourcanton.com

Re: Smith Butz LLC Engagement Letter

Dear Christy and Members:

We are very pleased to have the opportunity to be of service to you. We look forward to working with you and will do our best to provide high quality legal services in a responsive, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Services. You have asked us to continue to represent Canton Township Zoning Hearing Board as their Solicitor. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

Staffing. I, along with Attorney Abigail Briggs, will be the attorneys primarily responsible for the representation. For me to render effective and cost-efficient services, I may also need to involve other attorneys, paralegals and other firm personnel who are not attorneys but are experienced in the preparation of documents and the completion of various tasks. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My direct telephone number is 724-745-5121 and my cell phone number is 724-344-0922. It is important that you are satisfied with our services and responsiveness at all times.

Responsibilities. In reliance upon information and guidance provided by you, we will provide legal counsel and assistance to you in accordance with this letter. Keep you reasonably informed of progress and developments, and respond to your inquiries.

To enable us to effectively render these services, you agree to cooperate fully with us in all matters relating to the analysis of your circumstances. You also agree to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of developments relating to the matter.

Writer's email: jmsmith@smithbutzlaw.com

Term of Engagement. We may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practical to protect your interests in the above matters.

Unless previously terminated, my representation will terminate upon our sending our final statement for services rendered. Following such termination, any otherwise nonpublic information supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be transferred to the person or company responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, at some point in time we reserve the right to destroy or otherwise dispose of any such documents retained by us. Therefore, if you want your records back, you should advise us in writing.

Fees, Disbursements and Other Charges. As the current Solicitor for the Canton Township Zoning Hearing Board, my billing rate is \$130 per hour; time devoted by paralegals is charged at billing rates which are currently \$95 per hour. These rates are adjusted from time to time generally to reflect increased experience and special expertise of consulting attorneys and paralegals and inflationary cost increases affecting our practice, and the adjusted rates will apply to all services performed thereafter.

We will also include on our bills expense charges for performing services such as large photocopying jobs, messenger and delivery service, computerized research, travel, charges paid to third parties, and search and filing fees at our actual costs. We anticipate billing you on a monthly basis and expect that our bills will be paid upon receipt. Our firm does accept all major credit cards.

We will furnish you with a statement describing our services rendered and separately showing disbursements and other charges in a format with such detail as you and we may agree. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related services.

Conflicts. Smith Butz, LLC has numerous clients. Many of these clients rely upon us for general representation. Although we hope it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between you and one of our other clients. If Smith Butz, LLC is not representing you in that matter and the matter is not substantially related to our representation of you as described above, you agree that we may represent the other client, subject to our discussion with you prior to undertaking such a representation.

Attorney Fees. As outlined herein, our firm expects payment for work performed upon receipt of the invoice detailing the amounts owed. Unfortunately, circumstances may arise wherein the client fails to abide by these terms. While we will work with you to ensure that a bill can be paid in full, if the bill remains outstanding and we are forced to devote additional time in our collection efforts, including, but not limited to initiating litigation, we will be entitled to receive reasonable interest and attorney fees associated with those efforts.

Document Retention. During the time that we represent you, we will create a file containing the documents that we draft for you, or that we receive from the opposing parties and the court. You will probably also bring us documents, such as tax records, expense records, bank records, deeds or other documents, and we may also obtain documents from other sources, such as medical records, for use in your case.

We will hold all of these records, and any additional objects that we come into possession of in connection with your legal matter, for you during the time that your case is going on. When your case is over, we will write to you to tell you that it is time for you to pick up the contents of your file. It is your responsibility to make sure that you get your file if you want it. We encourage you to pick your file up when we notify you that it is ready, and to keep it for a reasonable period of time after your matter is over, in case you should need any of the information contained in it.

Smith Butz, LLC maintains a Document Retention Policy that governs what will occur with your file, after the file is closed. After we send you the notice that your file is ready for pickup, we will keep it in our offices for sixty (60) days to give you the opportunity to get it at your convenience. If you want your file, we will provide you with the original file and we will keep a copy of it. If you fail to pick your file up during the pickup period, we will assume that you do not want the file. We will place the file in storage for an appropriate length of time based on our file retention procedures and the requirements of the Pennsylvania Rules of Professional Conduct or any other law or ethical standards in effect. At the end of the retention period, your original file (if you have not claimed it), or our retained copy (if you have previously claimed the original), will be destroyed in accordance with our file destruction policies. You will not receive any notice that the retention period has run or that the original file or our retained copy, as applicable, has been destroyed.

Should you have any questions relative to the provisions contained herein please contact me accordingly. We are pleased to have this opportunity to be of service and look forward to working with you.

Very truly yours,

/s/ John M. Smith

John M. Smith, Esq.

JMS/tmb



harshman
CE GROUP, LLC

Exhibit 1
of
General Terms and Conditions
Standard Attachment A

Professional Fees:

The hourly fees for professional services are as follows:

Principal Engineer	\$180	Construction Inspector II	\$80
Senior Project Engineer II	\$165	Construction Inspector I	\$65
Senior Project Engineer I	\$130	Technician III	\$95
Project Engineer II	\$105	Technician II	\$80
Project Engineer I	\$95	Technician I	\$65
Municipal Engineer II	\$105	Camera/Locator Operator	\$150
Municipal Engineer I	\$95	Professional Surveyor	\$105
Project Manager II	\$95	GIS / Municipal Specialist	\$95
Project Manager I	\$80	GIS Technician	\$65
Designer Architectural	\$105	Standard Survey Crew 2 Person	\$145
Designer Civil 3D	\$95	VRS/GPS Survey Crew	\$185
Designer III	\$105	Code Specialist	\$80
Designer II	\$80	Zoning Officer	\$63
Designer I	\$65	Code Enforcement	\$52
Certified Inspector II	\$105	Clerical/Admin	\$40
Certified Inspector I	\$95	Intern	\$35

All services are performed on an hourly basis. All time, including travel time, spent on the project will be invoiced. Legal testimony, overtime, and weekends, when approved by the Client, will be charged at 150% of these rates. For all invoices paid by credit card, a 3.5% processing fee will be added.

Reimbursable Expenses:

Travel and subsistence expenses, expendable field supplies, postage, mailings, and other project expenses will be invoiced at direct cost. Subcontracted services such as soils, traffic, or environmental investigations, contracted reproductions, architectural services, or aerial photogrammetry will be invoiced at direct cost plus ten percent. The following expenses will be invoiced at the stated rates:

Automobiles	\$0.70/mile
24x36 Drawing B/W	\$5.00/sheet
24x36 Drawing Color	\$10.00 / sheet

This schedule of fees and rates will be effective through December 2026.



harshman
CE GROUP, LLC

GENERAL TERMS AND CONDITIONS
STANDARD ATTACHMENT A

Harshman CE Group, LLC ("Harshman") shall provide services in accordance with the following terms:

1. **Compensation / Reimbursable Expenses.** Actual time expended by employees of Harshman while engaged on this project will be invoiced at the rates shown on Exhibit 1: "Standard Attachment A". Overtime on this project shall be worked only with approval of the Client, and will be paid in accordance with the rates shown on Exhibit 1. Professional services provided to the Client by Harshman's subconsultants shall be compensable at cost plus ten percent. Expenses incurred by Harshman and its subconsultants are to be reimbursed at the rates reflected on Exhibit 1.
2. **Terms of Payment.** Each month an invoice will be rendered for services performed during the preceding month. Payment is due upon receipt. If Client objects to an invoice, Client shall pay all undisputed amounts and provide prompt written or electronic notice, within 14 calendar days of the invoice date, of the nature of the objection. In the absence of such notice, the full amount of the invoice is due and payable. Amounts unpaid after 30 days will accrue interest in the maximum amount permitted by law.
3. **Conflicting Terms and Conditions.** The Client's acceptance of this proposal, issuance of a purchase order in response to this proposal, acceptance of the services rendered pursuant to this proposal or payment therefor will constitute acceptance of and agreement to all of the terms and conditions contained in this Standard Attachment A. In the event of a conflict between the terms and conditions contained in any purchase order or any other document and the terms and conditions in this Standard Attachment A, the Client agrees that the terms and conditions in this Standard Attachment A will govern and be enforceable.
4. **Site Access.** Client represents that it has an ownership interest in the site(s) and/or has the right to grant Harshman, its subconsultants, and their respective employees and agents entry onto the site(s). Client hereby grants Harshman a license and right of entry to access Client's site(s) to perform field activities.
5. **Construction Related Services.** In the event Harshman provides construction related services for this project, Harshman's roles shall not relieve the construction contractor or subcontractor from its responsibility for construction means, methods, techniques, sequences, procedures, safety precautions, construction schedules, defects and deficiencies or acts or omissions associated with the work. These will be the sole responsibility of the contractor under the contract for construction. Any damages arising from defects in the work, whether or not observed and reported by Harshman, shall be the sole responsibility of the contractor.

Harshman shall advise and consult with Client on the feasibility of construction of the project within the project schedule and budget. Client understands that Harshman has no control over the contractors' and suppliers' performance. Harshman's evaluation of the project schedule and budget will be Harshman's best judgment as a design professional familiar with the construction industry, based on the information and data available at the time evaluations are made. Client understands that when providing estimates or opinions of probable construction costs, Harshman has no control over the cost of labor, materials, or equipment, over competitive bidding or contractors' methods of pricing. Harshman makes no warranty, express or implied, as to the accuracy of such estimates and/or opinions as compared to bid or actual costs. Harshman also makes no warranty that the project can or will be completed within the requirements of the project schedule.

6. **Standard of Care / Liability.** Harshman shall perform the services set forth in this proposal with due and reasonable diligence in accordance with practices and principles accepted in the engineering profession. If any of the services provided by Harshman contain an error or omission that was within Harshman's control and was not attributable to any act or omission of the Client, Harshman shall furnish all engineering or design services and/or revised drawings and specifications as shall be necessary to correct or revise any such error or omission for a period of twelve months following substantial completion or, for errors or omissions occurring after substantial completion, for a period of twelve months following issuance of the final certificate for payment. Harshman makes no other warranty and disclaims any implied warranty on its services or its instruments of service.

Beyond the cost of furnishing services and revising drawings, Harshman's aggregate liability to the Client for all claims whatsoever resulting from or in any way attributable to errors, omissions, or other acts of Harshman (other than as covered by collectable insurance), whether or not based on the preceding paragraph and whether grounded in contract, tort (including negligence and strict liability), or otherwise, shall not exceed ten percent of the payments received by Harshman. In no circumstance shall Client or Harshman or any of their officers, agents, employees, or subconsultants be liable to the other, its successors and assigns, for remote, incidental, indirect or consequential damages or special loss or damage of any kind.

7. **Force Majeure.** Should Harshman be delayed in the performance of the services as the result of fire, lightning, earthquake or other natural disaster or as a result of labor disputes, strikes, civil insurrection or governmental action for which neither the Client nor Harshman is responsible then (1) the time herein fixed for completion of the services shall be extended for a period equivalent to the time actually lost by reason of the causes aforesaid and (2) Client shall pay to Harshman that amount of costs resulting from such delay including, but not limited to, costs associated with the interruption and resumption of the services.
8. **Ownership and Use of Documents.** Upon payment for services rendered, Harshman will grant to Client a license in, to, and for the use of all drawings, specifications, and other documents and electronic records, and the work embodied therein, produced by Harshman on behalf of Client in connection with the services rendered hereunder ("Intellectual Works"). The license will be irrevocable, perpetual, and, except as herein provided, non-exclusive. The license granted to Client shall be exclusive to Client with respect to those portions of the Intellectual Works which constitute or contain Client's proprietary information. Notwithstanding the grant of license, Harshman shall retain any copyright or similar claim in the Intellectual Works to the extent actually produced by Harshman and its agents or employees. Client shall not reuse all or any portion of the Intellectual Works on other projects without the prior written authorization of Harshman. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Harshman harmless from any claim, liability or cost (including reasonable attorneys'



fees and defense costs) arising or allegedly arising out of any unauthorized reuse of the Intellectual Works by the Client or any person or entity that acquires or obtains the Intellectual Works through the Client without the written authorization of Harshman.

Harshman will retain copies of the Intellectual Works for information and reference in connection with Client's use and occupancy of the project for a period of two years. Harshman shall not use or disclose any of Client's proprietary information unless (and only to the extent that) such proprietary information, pursuant to applicable law and not due to the act or neglect of Harshman, has become available in the public domain.

9. **Electronic Media Waiver.** In accepting and using electronic media such as CAD drawings provided by Harshman, the Client recognizes and accepts that: Harshman is providing these media for the undersigned's sole convenience, and does not assume any responsibility for the accuracy or suitability of information contained therein for the use intended by the undersigned; and Client is fully and solely responsible to verify the accuracy of the media and the actual built conditions, as it may affect the undersigned's work, and agrees to hold harmless Harshman from all problems resulting from any software virus(es) that may be attached to the file and/or email that is sent to the Client; and the media are an instrument of service of Harshman, who shall be deemed the author of the media and shall retain all common law, statutory and other reserved rights, including copyright, and under no circumstances shall the transfer of the media, or other instruments of service, for use by the Client be deemed a sale by Harshman, and Harshman makes no warranties, express or implied of merchantability or of fitness for a particular purpose; and the media shall not be used in whole or part by anyone other than the Client. If the media files are shared with other professionals, then that professional must also receive and agree to the terms of this waiver. To the fullest extent permitted by law, the undersigned hereby indemnifies and hold harmless Harshman, and its officers, directors, employees and consultants from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees arising out of, relating to and resulting from use of any electronic media provided by Harshman.
10. **Insurance.** Harshman maintains the following insurance coverages: workers' compensation -- statutory requirement; commercial general liability -- \$1,000,000; automobile liability -- \$100,000; and professional liability -- \$1,000,000. If Client requires further insurance coverage, Harshman will purchase additional insurance (if procurable) at Client's expense. Insurance certificates will be furnished upon request.
11. **Indemnification.** Harshman agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from any and all claims against the Client by reason of injury or death to person or damage to property to the extent caused by Harshman's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or any one for whom Harshman is legally liable. Harshman is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Harshman harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from any and all claims against Harshman by reason of injury or death to person or damage to property to the extent caused by the Client's negligent acts, errors or omissions and those of its consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. The Client is not obligated to indemnify Harshman in any manner whatsoever for Harshman's own negligence.

All construction and supply contracts and subsequent subcontracts written by the Client related to the project for which this Agreement is used will indemnify Harshman to the same extent as the Client in regard to third party claims arising from injury, death, or damage to property and will name Harshman as an additional insured. However, no contractor, subcontractor, or supplier shall be obligated to indemnify Harshman in any manner for Harshman's sole negligence or willful misconduct.
12. **Environmental Indemnification.** To the fullest extent permitted by law, the Client hereby assumes exclusive liability for, and shall defend, indemnify and hold harmless Harshman and its subconsultants from and against any and all claims, suits, losses, or damages, including attorneys' fees, arising out of or relating to claims made against Harshman in connection with the provision of services pursuant to this Agreement arising under and out of any and all environmental statutes, rules and regulations unless such claim, suit, loss or damage arises out of the sole and willful negligence of Harshman.
13. **Termination of Agreement.** This Agreement may be terminated by either party on not less than seven days' written notice. In the event of termination, Client shall pay to Harshman all billings for services completed through the date of termination, plus any amounts committed by Harshman as of the termination date, plus Harshman's reasonable billings for services occasioned by the termination, less the sums Harshman shall have already been paid on account of the services performed.

If the Client fails to make payment when due Harshman for services performed and expenses incurred, Harshman may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by Harshman within seven days of the date of the notice, the suspension shall take effect without further notice. Harshman will have no liability to Client for any delay or damage caused by such a suspension of services.
14. **Publicity.** Client authorizes Harshman to place temporary advertisement signs on the site(s) during the course of construction, subject to Client's approval of the design and to any local restrictions. Except as required by law, Harshman shall not, without the prior consent of Client, which will not be unreasonably withheld, make any announcement or issue any press release with respect to the project or Client. Harshman may inform clients and prospective clients that Harshman performs services for Client provided that Harshman does not disclose any confidential information.
15. **Third Party Beneficiaries.** Nothing contained in these General Terms and Conditions or any Agreement resulting from this proposal shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Harshman.
16. **Entire Agreement.** The Agreement formed by the acceptance of this proposal contains and reflects the entire relationship between the parties, and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof. It may be modified or amended only by a writing executed by Client and Harshman.
17. **Choice of Law.** The Agreement resulting from this proposal shall be governed and construed in accordance with the law of the Commonwealth of Pennsylvania, without reference to its choice-of-law principles.
18. **Severability.** In the event that any of the provisions of these General Terms and Conditions or of this proposal are found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.