BOROUGH OF BLOOMFIELD
RESOLUTION 2026-03

ADOPTING A SCHEDULE OF ATTORNEY FEES

A RESOLUTION OF BOROUGH OF BLOOMFIELD, PERRY COUNTY, PENNSYLVANIA TO ESTABLISH A SCHEDULE OF ATTORNEY FEES INCURRED IN MUNICIPAL CLAIMS AND LIENS

WHEREAS, pursuant to the Municipal Claims Act, 53 Pa.C.S.A. § 7106(a.1), the Borough of Bloomfield may establish and collect attorney fees incurred in the collection of any municipal claims;

NOW THEREFORE, BE IT RESOLVED, that the Borough of Bloomfield, Perry County, Pennsylvania hereby resolves as follows:

SECTION 1. The following schedule is to be used in assessing attorney fees in connection with municipal claims and liens:

A. Prepare and file District Justice Complaint	$191.00/hr
1. If defense is entered to Complaint, handle defense of claim, attend hearing, etc.	$191.00/hr
2. Prepare and file Execution documents through District Justice	$191.00/hr
3. Attend Execution Sale	$191.00/hr
B. Prepare and file Complaint with County Prothonotary have County Sheriff serve	$191.00/hr
1. Prepare and send (10) day default notice	$191.00/hr
2. Prepare and file praecipe to enter default judgment	$191.00/hr
3. Prepare and file praecipe for writ of execution, obtain copy of deed from courthouse to prepare exhibit describing real estate, calculate amount due, prepare and file writ of execution, Prepare County Sheriff's instructions, and prepare any other documents required by the County Prothonotary or County Sheriff	$191.00/hr
4. Research, prepare and file, if required, affidavit of lien holders prior to Sheriff's sale of real estate and/or	

personal property	$191.00/hr
5. If defendant is out-of-state resident, prepare required public notice of writ of execution	$191.00/hr
6. If answer filed to Complaint, handle defense of municipal claim	$191.00/hr
C. Prepare and send default letter	$191.00/hr
D. Prepare and file municipal lien	$191.00/hr

SECTION 2. In addition to the Collection Fees set forth under Subsection 1 above, the amount of out-of-pocket charges, costs, expenses, commissions and fees incurred in connection with the filing, preservation and collection of the MCTLA Unpaid Claims, including, but not limited to, prothonotary fees and charges, sheriff fees and charges, postage expenses, title search expenses, vehicle identification number (VIN) search expenses, skip tracing and/or other investigatory service expenses, and the costs, fees, charges and/or expenses arising out of any payment by any credit card, debit card or any other payment medium, are hereby approved and shall be included, upon incurrence, together with the applicable MCTLA Unpaid Claim.

SECTION 3. Severability. Should any section, paragraph, clause or phrase of this Resolution be declared unconstitutional or invalid by legislation or a court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, and shall remain in full force and effect.

SECTION 4. Inconsistencies. All prior ordinances, resolutions and/or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 5. Effective Date. This Resolution shall take effect immediately.

DULY ADOPTED, pursuant to the authority granted to Borough of Bloomfield under the laws of the Commonwealth of Pennsylvania in lawful session duly assembled on 7th day of July, 2026.

BOROUGH OF BLOOMFIELD

By: Melinda A. Anderson

ATTEST:

Danielle L. Shope (SEAL)

CERTIFICATION

I, the undersigned Secretary of Borough of Bloomfield, certify that the foregoing Resolution was adopted by a majority vote of the entire Borough Council at a meeting duly convened according to law and held on July 7, 2026 at which meeting a quorum was present; said Resolution was adopted by a yea or nay vote; said Resolution and the vote thereon showing how each member voted have been recorded in the minutes of said Council; and said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and official seal of the Authority, this 7th day of July, 2026.

Danielle L. Shope

Secretary