



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 3, 2026

Leslie Ann Peters, Esquire
Bowles Rice LLP
Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, Pennsylvania 15317
[REDACTED]

RE: RFP OGC-2025-07
Pennsylvania State System of Higher Education ("State System")
Project: Land Use Counsel (Western Region)

Dear Ms. Peters:

After evaluation of your proposal in response to RFP #OGC-2025-07 Land Use Counsel by the Office of General Counsel ("OGC"), I hereby appoint your firm, Bowles Rice LLP, the firm ("Firm") to represent the Commonwealth of Pennsylvania and the State System, in the above-referenced matter primarily in the Western Region of Pennsylvania. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed by the State System for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for legal services related to land use matters for the Commonwealth-owned universities and the Office of the Chancellor.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED].

2. Scope of Services

In this appointment, the Firm shall represent the Western Region of Pennsylvania, including Pennsylvania Western University (Clarion, California, and Edinboro campuses), Indiana University, and Slippery Rock University of the State System, in land use, land development, and zoning matters including, but not limited to, local codes and variances, demolition, new construction, parking and traffic, storm water, sustainability requirements, and Americans with Disabilities Act requirements. The Firm may represent other PASSHE universities in similar matters upon the request of the State System's Chief Counsel.

The Firm may at any time be called upon to provide specific services to the State System based on specific need, capacity, qualification, or such other circumstances as the State System shall determine. This engagement may include other general work as designated by the Chief Counsel of the State System or the Governor's Office of General Counsel.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates:

- Year 1 – Partners will be billed at a rate of \$400.00 per hour; Special Counsel will be billed at a rate of \$360.00 per hour; Legal Secretaries will be billed at a rate of \$150.00 per hour.
- Year 2 – Partners will be billed at a rate of \$410.00 per hour; Special Counsel will be billed at a rate of \$370.00 per hour; Legal Secretaries will be billed at a rate of \$150.00 per hour.
- Year 3 – Partners will be billed at a rate of \$425.00 per hour; Special Counsel will be billed at a rate of \$380.00 per hour; Legal Secretaries will be billed at a rate of \$150.00 per hour.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to ogc-outsidecounsel@pa.gov, along with copies to the Issuing Officer, Jordan Kiessling at [REDACTED] and Staff Assistant, Jocelyn Winterborne at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Leslie Ann Peters, Esquire
March 3, 2026
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Due to the urgent need for legal services, approval has been granted for the Firm to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Sincerely,



LAURIE A. MALONE
Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: Leslie Ann Peters 3-4-2026
Date

SPECIAL COUNSEL
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Alaina C. Koltash, Deputy General Counsel, Office of General Counsel
Karen Romano, Chief Counsel, PA State System of Higher Education
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel
Jocelyn Winterborne, Staff Assistant, PA State System of Higher Education



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

March 3, 2026

Brian L. Nagle, Esquire
MacElree Harvey, Ltd.
17 W. Miner Street
West Chester, Pennsylvania 19382
[REDACTED]

RE: RFP OGC-2025-07
Pennsylvania State System of Higher Education ("State System")
Project: Land Use Counsel (Eastern Region)

Dear Mr. Nagle:

After evaluation of your proposal in response to RFP #OGC-2025-07 Land Use Counsel by the Office of General Counsel ("OGC"), I hereby appoint your firm, MacElree Harvey, Ltd., the firm ("Firm") to represent the Commonwealth of Pennsylvania and the State System, in the above-referenced matter primarily in the Eastern Region of Pennsylvania. This appointment will be governed by all terms and conditions of the Contract for Legal Services which will be routed by the State System for execution.

This letter sets forth: (1) information regarding the proposed engagement; (2) specific scope of work to be performed; and (3) compensation to be paid for these services.

1. Information regarding the proposed engagement

The purpose of this appointment is for the Firm to satisfy a need for legal services related to land use matters for the Commonwealth-owned universities and the Office of the Chancellor.

Please review the above-described information carefully to ensure there are no conflicts of interest posed in the proposed representation of the Commonwealth of Pennsylvania in connection with providing legal services. Should you require additional information to evaluate any potential conflicts prior to your acceptance of this appointment, please contact Derek Riker, Deputy Chief of Staff at [REDACTED]

2. Scope of Services

In this appointment, the Firm shall represent the Eastern Region of Pennsylvania, including Cheyney University, Kutztown University, Millersville University, and West Chester University of the State System, in land use, land development, and zoning matters including, but not limited to, local codes and variances, demolition, new construction, parking and traffic, storm water, sustainability requirements, and Americans with Disabilities Act requirements. The Firm may represent other PASSHE universities in similar matters upon the request of the State System's Chief Counsel.

The Firm may at any time be called upon to provide specific services to the State System based on specific need, capacity, qualification, or such other circumstances as the State System shall determine. This engagement may include other general work as designated by the Chief Counsel of the State System or the Governor's Office of General Counsel.

3. Compensation

It is agreed upon by the Firm and all parties to this agreement consistent with its proposal for this engagement that the Firm shall be paid at the following rates: Partners and Income Partners will be billed at a rate of \$360.00 per hour; Associates will be billed at a rate of \$295.00 per hour; Paralegals will be billed at a rate of \$140.00 per hour.

Upon your review of the proposed assignment, the scope of work, and the compensation, should the Firm be willing to accept this assignment, please execute this letter as indicated below and return the correspondence via email to ogc-outsidecounsel@pa.gov, along with copies to the Issuing Officer, Jordan Kiessling at [REDACTED] and Staff Assistant, Jocelyn Winterborne at [REDACTED]. By signature hereto, you are acknowledging that the Firm has completed a conflict-of-interest analysis and identified nothing to be reported prior to the acceptance of work on behalf of the Governor's Office of General Counsel. Should a conflict or potential conflict be identified at any time during the term of this engagement, the Firm is under a continuing obligation to disclose such matter, in writing, to the Governor's Office of General Counsel in accordance with OGC's Conflict Waiver Procedure. Failure to sign and return your Firm's appointment letter within thirty (30) days will result in your Firm being dropped from this engagement.

Due to the urgent need for legal services, approval has been granted for the Firm to begin work immediately. We look forward to working with you on these important matters for the Commonwealth of Pennsylvania.

Sincerely,



LAURIE A. MALONE

Chief of Staff to the General Counsel

Accepted on Behalf of the Firm:

By: TJB 4-21-26
Date

Director
(Title)

cc: Theron R. Perez, First Deputy General Counsel, Office of General Counsel
Derek Riker, Deputy Chief of Staff, Office of General Counsel
Alaina C. Koltash, Deputy General Counsel, Office of General Counsel
Karen Romano, Chief Counsel, PA State System of Higher Education
Jordan M. Kiessling, Senior Legal Analyst, Office of General Counsel
Alicia C. Rizzi, Legal Office Administrator, Office of General Counsel
Jocelyn Winterborne, Staff Assistant, PA State System of Higher Education