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June 12, 2024

Mayor Travis Copenhaver
Town of Alderson
Post Office Box 179
Alderson, West Virginia 24910

Re: Representation by Steptoe & Johnson PLLC
Title and Construction Contracts Counsel (WVIJDC Project No. 2021W-1956)

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as counsel to the Town of Alderson (the "Town") in connection with the Town's water treatment plant replacement and relocation project (the "Project").

In this engagement, and subject to the completion of proceedings to our satisfaction, we expect to perform all legal services for the financing and construction of the Project, with the exception of bond counsel and Public Service Commission counsel, which are provided in separate engagements, including but not limited to:

1. Furnish advice and assistance to the Town in connection with (a) providing preliminary and final title opinions, (b) entering into construction contracts, and (c) such other actions as may be necessary in connection with the financing and construction of the Project.
2. Preparation of the deeds necessary to acquire the property required for the Project, and preparation of the easements necessary to obtain the property rights required for the Project.
3. Review of construction contracts, bid letting procedures, and surety and contractual bonds in connection therewith; however, Steptoe & Johnson PLLC will not be responsible for representing the Town should litigation result with the contractor(s) under the terms of this Agreement. Should the Town desire our representation in the event of such dispute, we will be happy to discuss a separate billing arrangement.
4. Preparation, negotiation, or review of contracts with other municipalities or public service districts in relation to the Project.

5. Obtain written confirmation from the Town's engineer and accountant to certify that all necessary permits and certifications have been obtained with respect to the Project.

Upon execution of this engagement letter, the Town will be our client and an attorney-client relationship will exist between us. We understand that the Town will engage another attorney or firm of attorneys to handle other matters relating to the Project, specifically including, but not limited to, real estate matters. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our services as local counsel are limited to those contracted for in this letter and the Town's execution of this engagement letter will constitute an acknowledgment of those limitations.

Based upon: (i) our current understanding of the scope of the Project, (ii) the duties we will undertake pursuant to this engagement, (iii) the time we anticipate will be required to devote to the matters set forth herein, and (iv) the responsibilities assumed by us, our fees as local counsel will not exceed \$20,000. However, if events occur which substantially change the scope of our engagement, we will confer with you to discuss new billing arrangements.

Our engagement shall terminate upon successfully closing the financing for the Project, provided that the Town may terminate this Contract of Engagement at any time in the event the Town is dissatisfied with the services provided by Steptoe & Johnson. In the event of termination prior to completion of our engagement, the Town shall, within a reasonable time thereafter, remit to Steptoe & Johnson all fees then owed, such fees to be based upon the actual hours expended and documented by Steptoe & Johnson, at the hourly billing rates set forth herein, together with actual expenses incurred and documented by Steptoe & Johnson.

At your request, papers and property furnished by you will be returned promptly upon conclusion of our engagement. Our own files, including lawyer work product pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

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If the foregoing terms of this engagement letter are acceptable to the Town, please return the enclosed duplicate original of this letter signed and dated by an authorized officer, retaining an original for your files. We look forward to working with you.

STEPTOE & JOHNSON PLLC

By: 
Its: Member

Accepted and Approved:

TOWN OF ALDERSON

By: 
Its: Mayor

Date: _____