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May 26, 2020

**VIA ELECTRONIC MAIL: [sslook@willistown.pa.us](mailto:sslook@willistown.pa.us)**

**Willistown Township, Chester County**

Sally Slook, Township Manager  
Charles E. Coxe Memorial Campus  
688 Sugartown Road  
Malvern, PA 19355

RE: Obermayer Rebmann Maxwell & Hippel LLP/  
Use of Legal Services As Special Counsel Relating to a  
Possible Sewer System Sale for the Willistown Township

Dear Ms. Slook:

Obermayer Rebmann Maxwell & Hippel LLP (“Obermayer” or the “Firm”) is pleased to have the opportunity to represent Willistown Township on a possible Sewer system sale and any other matters you may refer to us in the future. We apologize for the formality of the remainder of this letter; under the Pennsylvania Rules of Professional Conduct, attorneys are required to confirm to their clients in writing the basis of the retention and the fees which are charged.

This agreement (“Agreement”) is made between Obermayer and the Willistown Township (“You” or “Client”) on the date the last party signs it as indicated below.

The scope of our engagement will include, but not be limited to, research and analysis of legal issues, including, the statutes governing the sale of the Systems, assisting with the procurement process, working with your financial and other advisors, negotiations with prospective bidders, transaction structuring, attending meetings, drafting sale documents, representing you before the PAPUC, if applicable, and providing other support as requested by you with regard to the potential sale of the Systems. We will work closely and coordinate with Public Financial Management in this engagement.

At your direction, we will work with your Solicitor and other Township officials in these matters, including providing evaluations of the status of discussions and any recommendations for changes in strategy. Such evaluation will include legal issues, factual problems and recommendations for retention of experts or consultants, if appropriate.

If you should request or require additional services and/or services outside of the scope of this engagement, then we will either offer a new agreement or propose revisions of this agreement accordingly. Unless we agree otherwise, our engagement would end at the conclusion of these services.

As we noted in our proposal letter, our services will be billed on a monthly basis for services rendered at our prevailing hourly rates for municipal clients which currently are \$380 per hour for Partners, \$310 per hour for Associates; and \$175 per hour for any work performed by paralegals. We bill in one quarter or less increments. The bulk of the work on this transaction will be handled by me and my colleague Nicole Norcross. We may utilize lower rate associates and paralegals when appropriate.

You acknowledge that Firm is uniquely qualified in representation of parties regarding the sale and purchase of wastewater and drinking water systems (whether under Act 12 or otherwise) by municipalities or authorities to authorities or public utilities (collectively "Water and Sewer System Transactions") in addition to its land use and zoning practice. Given Firm's qualifications and experience, it is likely that Firm may have land development, zoning, and Water and Sewer System Transactions representation concurrently in a municipality. By executing below, you agree and understand that Firm represents applicants in land development and zoning matters before various municipalities throughout Pennsylvania, and may do so before Client and its various boards and commissions. You agree that Firm's representation of private applicants does not constitute a conflict of interest with Firm's representation of Client as special counsel in Water and Sewer System Transactions matters. Alternatively, by signing below, client waives future conflicts of interest with Firm's representation of Client as special counsel in Water and Sewer Transactions matters. Client has had the opportunity to consult with its own counsel with regard to this engagement and waiver. If you wish to terminate Firm's representation based upon a purported or potential conflict of interest, Client must provide written explanation of the conflict at issue, which will end the ongoing attorney-client relationship and Firm's obligations to you other than duties owed to former clients under the Pennsylvania Rules of Professional Conduct. Notwithstanding such notice to terminate, you agree not to try to disqualify Firm from any engagement entered into in reliance on the prospective waiver herein granted, and that the Firm may continue with any on-going representations of applicants in land development and zoning matters before you and your various boards and commissions which were commenced prior to your notice to terminate this engagement.

We do our best to see that our clients are satisfied not only with our services but with the reasonableness of the fees and the disbursements charged for those services. Therefore, if you have any question or objections to our invoice or the basis for our fees, please bring them to our attention promptly for discussion. If you object to only a portion of any invoice, we ask that you pay the remainder, which will not constitute a waiver of your objections.

If this proposal is acceptable to you, please execute the enclosed copy of this letter executed and return it to us. If the scope of the services described is incorrect, or if the terms of the engagement set forth in this letter are not satisfactory, please let us know so that we can discuss your concerns.

By executing this letter, it is acknowledged that there is uncertainty concerning the outcome of this matter and that the Firm and the undersigned attorneys have made no guarantees as to the disposition of any phase of this matter. Any representation or expression relative to the outcome of this matter is only an expression of opinion and does not constitute a guarantee.

Thank you for the opportunity to submit this proposal.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed on the day and year first above written.

Very truly yours,

/s/ Thomas S. Wyatt

The foregoing and attached terms and conditions of engagement, are hereby acknowledged and agreed on this 26 day of May, 2020.

**Willistown Township**

By:   
Sally Slook

Title: Township Manager

Sally Slook, Township Manager  
Willistown Township

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