

## RETAINER AGREEMENT & LETTER OF ENGAGEMENT

The Town of Greenwood ("The Town") hereby retains SNAVELY, PLASKOV & MULLEN, PLLC to represent it in the matter of an Article 10 Wind Energy Project known as the Eight Point Wind Energy Center.

The Town agrees to pay SNAVELY, PLASKOV & MULLEN, PLLC **\$225.00 per hour for partners' and/or "of-Counsel" time and \$150.00 per hour for associates' time** for representing the Town. Additionally, the Town agrees to pay mileage for travel at current IRS reimbursement rates, \$0.10 per page for copies, and all other costs and fees.

The Town understands that, with the Town's consent, SNAVELY, PLASKOV & MULLEN, PLLC may retain the services of other persons (for example: engineers, process servers, investigators, expert witnesses) representing the Town, and that SNAVELY, PLASKOV & MULLEN, PLLC may advance the fees of such persons on its behalf.

The Town agrees to pay or reimburse **all disbursements** incurred by SNAVELY, PLASKOV & MULLEN, PLLC. It understands that as the representation progresses, it may be asked to pay disbursements that have been incurred or may be incurred in the future, and that It may be asked to deposit money with its attorneys as an advance against future disbursements. Any portion of this money that has not been spent will be returned to it at the conclusion of the representation.

If SNAVELY, PLASKOV & MULLEN, PLLC decides at any time that it is not feasible or proper to continue representation, or if they are given notice that the Town can no longer pay them for future work, then they may withdraw from representing the Town upon reasonable notice.

The Town understands that the attorney fee discussed in this Retainer Agreement is only for services described above. It understands that services which have been rendered and continue to be rendered by SNAVELY, PLASKOV & MULLEN, PLLC, or any member or attorney of the law firm, relating to the above matter are outside the domain of this Retainer Agreement.

If the Town requests other services from SNAVELY, PLASKOV & MULLEN, PLLC, an additional attorney fee may be charged to it under terms of a separate agreement.

It is understood that the Firm is also intends to represent the Town of West Union, and any time billed while representing both clients will be split 50/50 between Greenwood and West Union.

### ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Dated: \_\_\_\_\_

**Town of Greenwood**

By: \_\_\_\_\_  
**David Heckman, Supervisor**

Dated: \_\_\_\_\_

**SNAVELY, PLASKOV & MULLEN, PLLC**

By: \_\_\_\_\_  
**Aaron I. Mullen, Esq.**

## RETAINER AGREEMENT & LETTER OF ENGAGEMENT

The Town of West Union ("The Town") hereby retains SNAVELY, PLASKOV & MULLEN, PLLC to represent it in the matter of an Article 10 Wind Energy Project known as the **Eight Point Wind Energy Center**.

The Town agrees to pay SNAVELY, PLASKOV & MULLEN, PLLC **\$225.00 per hour for partners' and/or "of-Counsel" time and \$150.00 per hour for associates' time** for representing the Town. Additionally, the Town agrees to pay mileage for travel at current IRS reimbursement rates, \$0.10 per page for copies, and all other costs and fees.

The Town understands that, with the Town's consent, SNAVELY, PLASKOV & MULLEN, PLLC may retain the services of other persons (for example: engineers, process servers, investigators, expert witnesses) representing the Town, and that SNAVELY, PLASKOV & MULLEN, PLLC may advance the fees of such persons on its behalf.

The Town agrees to pay or reimburse **all disbursements** incurred by SNAVELY, PLASKOV & MULLEN, PLLC. It understands that as the representation progresses, it may be asked to pay disbursements that have been incurred or may be incurred in the future, and that It may be asked to deposit money with its attorneys as an advance against future disbursements. Any portion of this money that has not been spent will be returned to it at the conclusion of the representation.

If SNAVELY, PLASKOV & MULLEN, PLLC decides at any time that it is not feasible or proper to continue representation, or if they are given notice that the Town can no longer pay them for future work, then they may withdraw from representing the Town upon reasonable notice.

The Town understands that the attorney fee discussed in this Retainer Agreement is only for services described above. It understands that services which have been rendered and continue to be rendered by SNAVELY, PLASKOV & MULLEN, PLLC, or any member or attorney of the law firm, relating to the above matter are outside the domain of this Retainer Agreement.

If the Town requests other services from SNAVELY, PLASKOV & MULLEN, PLLC, an additional attorney fee may be charged to it under terms of a separate agreement.

This agreement is contingent upon West Union receiving intervenor funds to pay for the representation. It is understood that West Union and Greenwood will be sharing attorney costs 50/50 under the terms hereof.

ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Dated: \_\_\_\_\_

**Town of West Union**

By: \_\_\_\_\_  
**Randy Heckman, Supervisor**

Dated: \_\_\_\_\_

**SNAVELY, PLASKOV & MULLEN, PLLC**

By: \_\_\_\_\_  
**Aaron I. Mullen, Esq.**