



Eckert Seamans Cherin & Mellott, LLC
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January 3, 2022

Stephen Repasch
Executive Director
Bethlehem Authority
Room 502, City Administration Building
10 East Church Street
Bethlehem, PA 18018

Dear Mr. Repasch:

We are pleased that you have engaged Eckert Seamans Cherin & Mellott, LLC (“Eckert” or “Firm”) to provide legal counsel and services to the Bethlehem Authority (the “Authority” or “Client”). The purpose of this engagement letter and the enclosed Terms of Engagement is to set forth our mutual understanding of the basis on which we have agreed to undertake this representation. The engagement will become effective upon our receipt of a copy of this letter signed by you.

This letter confirms the party that Eckert will represent, summarizes the scope of the engagement and nature of services Eckert will provide, and states the fee rates that will be charged. I have included with this letter a copy of Eckert’s Terms of Engagement. This document sets forth the Firm’s standard engagement terms, which will apply to and are an agreed part of this engagement, unless mutually modified in writing. Please make sure to review them and if you have any questions, call me to discuss.

Clients the Firm is Representing and Scope of Engagement

We want to make it clear that Eckert is only representing the Authority in this engagement. In accepting this engagement, the Firm has not agreed that it is representing any parent, sister or subsidiary company, any other entity which is affiliated with the Client, or any individual persons, that are not identified above. If you believe that we need to change the identification of the Client to which this engagement pertains, please discuss this matter with me before you sign this engagement letter.

Our engagement is to provide legal representation to the Authority in connection with the issuance of a series of revenue bonds of the Authority, generally designated as the Authority’s Guaranteed Water Revenue Refunding Bonds, Series of 2022. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than described above.

In the event a need arises for Eckert to represent you in respect to another matter or legal issue, I would be pleased to discuss it with you.

Fees and Expenses

We will perform the services described above for a fixed legal fee, plus expenses, in an amount to be quoted by us, and agreed to by you, when the structure and size of the bond issue is determined. Our fees, as well as those of the other financing professionals and related expenses, will be paid from the proceeds of the bond issue, or other funds, at the time of the closing. Our invoices may include a separate fee for the actual out-of-pocket costs and expenses to be incurred by us. Such out-of-pocket costs and expenses will include filing fees, advertisement fees, express mail and postage, telecopy charges, photocopying charges, and paper and electronic transcript preparation, which will also be payable at the time of closing on the bond issue. If you have any questions about fees, expenses or work we have performed, I encourage you to promptly contact me to discuss and I will do my best to address any questions.

Conflicts of Interest

We are not aware of any conflicts of interest that would prevent us from performing the engagement described herein. Please be advised that our Firm has been engaged by various lenders as lender's counsel, and by investment bankers as underwriter's counsel, from time to time, on unrelated transactions. One of those lenders or investment bankers could ultimately purchase the bonds. We will not represent the lender or investment banker on any transaction in which we serve as bond counsel to the Authority.

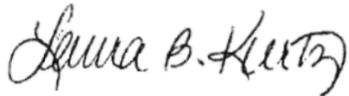
Countersignature by Client

Of course, you are always free to seek advice from other counsel on the terms of this engagement. If this engagement letter is consistent with your understanding of our fee and representation arrangement, please sign the enclosed copy where indicated and return it to me.

If you have any questions concerning any of the matters discussed in this letter, please contact me. We appreciate the opportunity to be of service to you on this project and look forward to working with you.

Very truly yours,

ECKERT SEAMANS CHERIN & MELLOTT, LLC



By: Laura B. Kurtz

lbk/crh

Enclosure

The undersigned acknowledges and agrees to the terms of the representation as set forth in this letter and the accompanying Terms of Engagement.

BETHLEHEM AUTHORITY

By: [Signature]

Printed Name: _____

Title: (Vice) Chair

cc: Conflicts Director