

November 16, 2020

Via email (rtweedle@tweedlelaw.com)

Town of Highland, Indiana
c/o Robert Tweedle, Esq.
Law Offices of Robert F. Tweedle
2850 45th Street, Suite A
Highland, Indiana 46322

Via email (sediaa@jbltd.com)

Town of Dyer, Indiana
c/o Adam Sedia, Esq.
11051 Broadway, Ste. B
Crown Point, Indiana 46307

Via email (SBMcNeil@kopkalaw.com)

Town of Griffith, Indiana
c/o Sheri Bradtke McNeil, Esq.
Kopka Pinkus Dolin PC
9801 Connecticut Drive
Crown Point, Indiana 46307

Via email (dsejna@whitingindiana.com)

City of Whiting, Indiana
c/o Denise Sejna, Esq.
Whiting City Attorney
1443 119th Street
Whiting, Indiana 46394

Via email (dewickland@aol.com)

Town of Munster, Indiana
c/o David Wickland, Esq.
8146 Calumet Avenue
Munster, Indiana 46231

Re: *Engagement Letter – Hammond Water Rate Increase Opposition*

Dear Counsel:

Thank you for choosing Dentons Bingham Greenebaum LLP to represent you in the matter described below.

I. **Our Clients.** The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons Bingham Greenebaum LLP will represent the Town of Highland, Indiana (“Highland”), the Town of Dyer, Indiana (“Dyer”), the Town of Griffith, Indiana (“Griffith”), the City of Whiting, Indiana (“Whiting”), and the Town of Munster, Indiana (“Munster”) (Highland, Dyer, Griffith, Whiting, and Munster, collectively, the “Municipalities” and individually, a “Municipality”).

II. **Scope of Representation.** We have agreed to provide legal services to the Municipalities in connection with the water rate increase proposed by the Municipalities’ wholesale supplier, the City of Hammond, Indiana (“Hammond”). Work performed outside the scope of representation will require a new or amended engagement letter.

III. **Terms of Business.** Attached is a copy of our Terms. If you would like another copy please let me know at any time.

IV. **Our Team and Charges.** Although I will be principally responsible for this engagement, it is anticipated that other lawyers and professionals will be involved. Our fees will be based on the time devoted to the representation, and the billing rates charged by each timekeeper for work performed within the Scope of Representation outlined in Section II above. Currently, our standard hourly charges range from \$240 to \$785 per hour depending on the lawyer’s or professional’s experience. For example, my time will be billed

at \$530 per hour during 2020, and Alex Gude's and Meaghan Haller's time will each be billed at \$365 per hour in 2020. Rates are readjusted each January 1st. Lawyers and professionals with rates higher than my rate, as adjusted from time to time, will not be engaged without your prior consent. Our representation of you may also involve costs, which are reviewed in the Terms. Additional services beyond the scope of this matter will be provided with the advance authorization from you either at an additional fixed fee basis or at the hourly rates of the lawyers and professionals engaged on the additional services. The Municipalities agree to be joint and severally liable for the fees beginning with time worked on November 1, 2020 and thereafter; however, the Municipalities agree among themselves to each be responsible for an equal 1/5 share of the fees for the representation.

V. Waiver of Conflicts of Interest; Consent to Joint Representation. The Municipalities have asked us to represent them in connections with challenges to Hammond's proposed water rate increase. The Municipalities acknowledge and agree that there is not a current conflict of interest in this representation. Further, the Municipalities each consent to the joint representation. Although the interests of each Municipality are generally consistent, the Municipalities acknowledge and understand that differences may exist or become evident during the course of our representation. Notwithstanding these possibilities, the Municipalities have determined that it is in their individual and mutual interests to have a single law firm represent them in connection with this matter and waive the potential conflicts of interest herein discussed.

Potential conflicts of interest include, but are not limited to, differing language in the wholesale water supply contracts entered into between each Municipality and Hammond (e.g., arbitration provisions in some contracts but not in others, rate approval mechanisms, etc.), differences in strategy for pursuing remedies, and differences in how rates may be set (e.g., by the Indiana Utility Regulatory Commission ("IURC") or by Hammond). The Municipalities agree to use best efforts to work together to agree upon a mutual strategy for seeking relief from Hammond's proposed water rate increase.

Moreover, the Municipalities acknowledge and agree that certain differences in the language in their respective wholesale water supply contracts with Hammond do not represent a conflict of interest. Specifically, some of the wholesale water supply contracts contain a provision identifying the IURC as the body to set rates, while other wholesale water supply contracts contain no such provision. Some of the contracts identify an arbitration provision to resolve differences, while others do not. Each Municipality agrees that seeking to have the IURC to take jurisdiction over the rates for those contracts with the provision referencing IURC jurisdiction is in its best interest because it is believed that if the IURC maintains jurisdiction over the rates under one contract, it may be difficult for Hammond to charge different wholesale rates to the Municipalities under the other wholesale water supply contracts. Moreover, if the IURC maintains jurisdiction over rates or if Hammond is required to charge the same rates to each Municipality under the contract provisions, then the arbitration provisions may be immaterial to the issues present in the joint representation.

In addition, it is possible that a circumstance could arise whereby our continuing with this representation could not occur without it adversely affecting one of the Municipalities in a manner that cannot be ethically waived. Should this happen, we will be forced to terminate our representation of the Municipalities, and it will be necessary for each of you to hire your own independent lawyers. In light of this possibility, we recommend that each Municipality seeks independent legal advice to determine whether consent to joint representation should be given. Whether or not you do so, however, is up to you.

VI. Supersedes Prior Engagement. Highland acknowledges and agrees that this engagement letter supersedes and replaces the prior engagement letter on this matter. Highland acknowledges and

agrees that it has been advised to seek outside counsel concerning amending its engagement with the Firm.

VII. **Counterparts.** This engagement letter may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this engagement agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures for all purposes.

Please indicate your agreement to the engagement letter and Terms by executing a copy of this Letter in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. We appreciate prompt receipt of an executed copy, but will commence work based on the understandings contained in this letter prior to our receipt of your signature. Of course, please contact me if you have any questions about anything in this Letter or the Terms, or with respect to any aspect of our representation of you.

Again, we are very pleased to have this opportunity to be of service and to work with you.

Very truly yours,

DENTONS BINGHAM GREENEBAUM LLP



David T. McGimpsey
Partner

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest and joint representation, and hereby waives any conflict or potential conflict of interest and consents to joint representation as set forth therein.

Town of Highland, Indiana

City of Whiting, Indiana

By: _____

By: _____

Printed: _____

Printed: _____

Date: _____

Date: _____

Town of Dyer, Indiana

Town of Munster, Indiana

By: _____

By: _____

Printed: _____

Printed: _____

Date: _____

Date: _____

Town of Griffith, Indiana

By: _____

Printed: _____

Date: _____

Enclosure: *Terms of Business*

DTM