

December 4, 2020

[Via email \(rtweedle@tweedlelaw.com\)](mailto: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 \(sediaa@jbltd.com\)](mailto:sediaa@jbltd.com)

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

[Via email \(SBMcNeil@kopkalaw.com\)](mailto: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 \(dsejna@whitingindiana.com\)](mailto:dsejna@whitingindiana.com)

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

[Via email \(dewickland@aol.com\)](mailto:dewickland@aol.com)

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

Re: *First Amendment to Engagement Letter – Hammond Water Rate Increase Opposition*

Dear Counsel:

Thank you again for choosing Dentons Bingham Greenebaum LLP (the “Firm”) to represent you in the matter described below. This letter agreement (“First Amendment”) amends the terms of engagement of the Firm as counsel to the City of Whiting, the Town of Dyer, the Town of Griffith, the Town of Highland, and the Town of Munster (collectively, the “Municipalities”) with respect to the challenge of the City of Hammond’s increase in water rates and charges. The original engagement is attached as Attachment 1 (the “original Engagement”)

I. **Retention of Expert Witness.** The Firm will retain Ted Sommer of London Witte Group as an expert witness and the Municipalities agree to pay in equal shares London Witte Group’s expert witness fees (i.e., 20% per municipality).

II. **Fees.** Fees will be billed from October 1, 2020, rather than November 1, 2020, as set forth in Section IV of the Original Engagement.

III. **Advice of Counsel.** Each of the Municipalities acknowledges and agrees that it has been advised to seek outside counsel concerning amending its engagement with the Firm.

IV. **No Other Changes.** Except as specifically provided herein, the provisions of the Original Agreement shall in all other respects remain in full force and effect.

V. **Counterparts.** This First Amendment 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 this First Amendment by executing a copy of this First Amendment in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. Of course, please contact me if you have any questions about anything in this First Amendment, or with respect to any aspect of our representation of you.

Again, we are very pleased 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 First Amendment. 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: *Original Engagement*

DTM

Attachment 1

大成 DENTONS

BINGHAM
GREENEBAUM

David T. McGimpsey
Partner

david.mcgimpsey@dentons.com
D +1 812 771 4413

Dentons Bingham Greenebaum LLP
212 West Sixth Street
Jasper, IN 47546
United States

dentons.com

November 16, 2020

[Via email \(rtweedle@tweedlelaw.com\)](mailto: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 \(dsejna@whitingindiana.com\)](mailto:dsejna@whitingindiana.com)

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

[Via email \(sediaa@jbltd.com\)](mailto:sediaa@jbltd.com)

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

[Via email \(dewickland@aol.com\)](mailto:dewickland@aol.com)

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

[Via email \(SBMcNeil@kopkalaw.com\)](mailto:SBMcNeil@kopkalaw.com)

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

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: George A. Smith

By: _____

Printed: George A. Smith

Printed: _____

Date: November 18, 2020

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

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: Thomas F. DeBickel

By: _____

Printed: Thomas F. DeBickel

Printed: _____

Date: 11/18/2020

Date: _____

Town of Griffith, Indiana

By: _____

Printed: _____

Date: _____

Enclosure: *Terms of Business*

DTM

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: _____

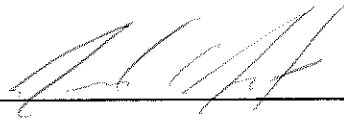
Printed: _____

Printed: _____

Date: _____

Date: _____

Town of Griffith, Indiana

By:  _____

Printed: Rick Rydz _____

Date: 11/17/2020 _____

Enclosure: *Terms of Business*

DTM

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: MAJ _____

Printed: _____

Printed: Denise L. Sejna, City Atty

Date: _____

Date: 11/16/2020

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

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: Dustin Anderson

Printed: _____

Printed: Dustin Anderson

Date: _____

Date: 1/17/20

Town of Griffith, Indiana

By: _____

Printed: _____

Date: _____

Enclosure: *Terms of Business*

DTM

Terms of Business

Dentons Bingham Greenebaum LLP

January 2020

Welcome to Dentons.

Thank you for choosing Dentons to represent you. These Terms of Business and the Engagement Letter form our Engagement Agreement.

Dentons and You

1. The Letter sets out the scope of our representation and identifies you as our sole client. We do not represent any other persons or entities, including your parent, subsidiaries, and affiliates, unless named in the Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in the Letter. The Terms apply as soon as we start acting on your instructions, regardless of whether or not you have signed the Letter.
2. The partners of Dentons Bingham Greenebaum LLP also are partners of Dentons United States LLP, which is the US Region member of Dentons Group (a Swiss Verein), whose members and their respective subsidiaries, affiliates and related entities provide legal services in different locations, each of which is its own Legal Practice. For a list of each Legal Practice by location, see [dentons.com/legalnotices](https://www.dentons.com/legalnotices).
3. This Engagement Agreement is between you and Dentons Bingham Greenebaum LLP only and not any other Dentons Legal Practice within or outside the US Region, or any entity or individual. We will conduct ourselves in accordance with the professional responsibility rules applicable in the jurisdictions in which we render services.
4. Other Dentons Legal Practices outside the US Region represent many clients in different geographies, including entities and individuals that may enter into transactions

or have disputes with you. Unless such other Dentons Legal Practice is specifically engaged by you or on your behalf outside the US Region, you agree that those representations by other Dentons Legal Practices do not conflict with our representation of you, and that you will not assert that other Dentons Legal Practices outside the US Region are precluded from representing those entities and individuals.

5. While Dentons Bingham Greenebaum LLP remains solely responsible to you for this engagement, we may involve other lawyers and professionals from other Dentons Legal Practices, within or outside the US Region, to provide services. Unless we state otherwise, we will do so by subcontract. You agree that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

Our Working Relationship

6. Effective representation requires open and honest communication. We need you to provide us with clear and timely instructions, relevant information and documents, and make yourself available for consultation.
7. You should carefully check for any insurance policies that might relate to the work we do for you and notify your insurers promptly to protect your rights. Unless you disclose these policies and we agree to advise on them in the Letter, we are not responsible for advising you on the

existence or applicability of any insurance coverage.

8. We may communicate with you using any reasonable method, including electronic communications, like email, which may not be absolutely secure and present risk of interception or copying.
9. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing communications to others. You agree we are under no duty to disclose to you any information that is confidential to another client or any other person.

Advance Clearance of Conflicts of Interest

10. Each Dentons Legal Practice represents a wide variety of entities and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests in a litigation, arbitration, bankruptcy, insolvency or other matter. As a condition of our representation of you, you agree that, without further notice, we may represent other clients in matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; or (2) we screen our lawyers and professionals who have such information from any involvement in the adverse representation. Of course, we will not use any confidential information received from you in any way

inconsistent with our professional responsibilities.

responsible for any collection costs, including reasonable attorneys' fees.

further notice to you. We need not keep documents containing our lawyer work product, mental impressions, notes, drafts, and emails and those documents will not be considered to be part of your client file.

Fees and Costs

11. Our fees are set out in the Letter. Hourly rates may be adjusted from time to time.
12. We may charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, auditing and assurance services, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized legal research, technology, and support services, we will charge you a rate reasonably apportioned to you. You agree to pay for third-party costs, such as experts, consultants, local counsel, retained by us on your behalf. In some circumstances, we may advance costs on your behalf and you agree to reimburse us promptly.
13. Unless expressly stated otherwise, estimates we provide are solely for planning purposes, subject to change, and reflect an assessment of fees or costs if a matter proceeds in accordance with our assumptions. This is neither a floor nor a ceiling on your obligation to pay, as actual fees and costs may deviate significantly from the estimate, either favorably or adversely. We will be happy to periodically update an estimate if requested. However, in the absence of such a request, we undertake no obligation to update or revise any estimate as a matter progresses or as actual fees and costs are realized.
14. All fees and costs of any Dentons Legal Practice, experts or third parties that we state or estimate exclude any sales, use, excise, transfer, value-added or similar taxes; any such taxes will be included in our invoices to you and are payable by you. If you or another payer of those fees, costs and taxes is required, on account of any taxes, to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount.
15. Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately, otherwise we will understand that the invoice is agreeable to you. Our invoices are payable when delivered on the terms set forth therein, and you remain responsible for paying them even if you have an arrangement with a third party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate and/or seek withdrawal, charge reasonable interest, and hold you

16. In adversarial proceedings, you agree that as of 90 days before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.

Privacy, Data Protection and Other Regulation

17. We are often asked for information about our experience. You consent to our public disclosure that you are a client and a general description of our work for you.
18. Anti-money laundering, anti-bribery, anti-terrorist and similar laws require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all the information we need for these purposes.
19. Dentons is committed to ensuring the privacy and confidentiality of personal data disclosed to us in the course of our work for you. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy standards equivalent to or higher than those required by law. We may transfer such data between locations in order to provide legal services to you.
20. Where we process personal data as provided above we do so as a data controller and we ultimately take responsibility for carrying out the data in compliance with applicable data protection and privacy laws. An overview of the categories of personal data we collect and how we use it is provided in the Privacy Policy that you may find at www.dentons.com. You confirm to us that, to the extent reasonable, you will communicate this Privacy Policy to any individuals whose personal data you provide to us. Any personal data supplied by us to you about our employees and/or any other individuals may only be used for the expressed purposes for which that information is provided to you.

21. We do not tolerate bribery or corruption.

Your File and Our Records Retention

22. Absent professional obligations or written direction from you to the contrary, we may dispose of all records relating to the representation seven years after we last performed work on the matter, without

Termination

23. You may terminate the engagement at any time for any reason. We may terminate the engagement at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested. You remain responsible for paying fees and costs related to work performed before the end of the engagement, and we will not be liable for any resulting loss.

Completion of Engagement

24. Our representation of you will end when we have completed the services described in the Letter, send our final invoice, or, unless otherwise agreed, after six months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation. Any new relationship will require a new Engagement Letter, notwithstanding any communications or administrative action after that period.

Translations

25. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

Entire Agreement

26. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless agreed to in writing by a partner of Dentons Bingham Greenebaum LLP. If there is a conflict between the Terms and the Letter, the provisions of the Letter control. If any part of the Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.