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June 30, 2025

VIA : Blofton@danvillein.gov

Town of Danville Water Utility
ATTN: Barry Lofton
49 N. Wayne Street
Danville, IN 46122

Re: *Engagement of Taft Stettinius & Hollister LLP*

Dear Council:

Thank you for selecting Taft Stettinius & Hollister LLP ("Taft") to represent the Town of Danville Water Utility (the "Utility") in connection with general municipal matters. This letter will confirm our discussion with you regarding our engagement and describe the basis on which our firm will provide legal services to the Utility. During the course of the representation, our client will be the Utility.

Scope of Engagement. Taft has been engaged to provide legal services to the Utility in connection to Indiana Utility Regulatory Commission approval procedures for the establishment of an exclusive water territory.

Client Responsibilities. The Utility agrees to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed by providing complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

Fees. The Utility agrees to pay Taft standard hourly rates contained herein for the Services. Our hourly billing rates for lawyers currently range from \$360.00 per hour for new associates to \$800.00 per hour for senior partners. Mark Alson will be the partner primarily working on this matter and his hourly rate is \$585.00. Time devoted by paralegals is charged at billing rates ranging from \$140.00 to \$355.00 per hour, if needed. Our standard rates are reviewed periodically, usually annually, and are subject to change during the course of this engagement. Other factors also may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained.

Payment of Statements. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may suspend the performance of services for you.

Termination of Engagement. The Utility may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the Utility of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Utility through the date of termination.

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Taft, by entering into this engagement with the Utility, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Taft is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Taft hereby states that it does not knowingly employ an unauthorized alien. Taft further affirms that, prior to entering into the Contract with the Utility, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Non-Appropriation. The Parties acknowledge that the Utility is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this engagement, the Utility's fiscal body should fail to appropriate sufficient funds to continue this engagement, it will become null and void. The Utility shall not be obligated to perform unless and until sufficient funds are appropriated. The Utility agrees to seek funding for the continuation of the engagement during each budget cycle during

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the initial term or subsequent term of this engagement. The Utility agrees to inform Taft in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

Non-Discrimination. Taft agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this engagement, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this engagement.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chou-il Lee", written in a cursive style.

Chou-il Lee

AGREED TO AND ACCEPTED:

Town of Danville Water Utility

Signature:

Town of Danville Water Utility
June 30, 2025

Printed Name and Title:

Dated