

**A RESOLUTION APPROVING AND ACCEPTING THE AGREEMENT WITH
CHAPMAN AND CUTLER, LLP TO PERFORM CONTINUING DISCLOSURE
SERVICES**

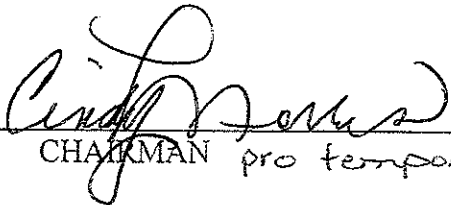
BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

SECTION 1: That South Sangamon Water Commission hereby approves and accepts the Agreement with Chapman and Cutler, LLP to perform continuing disclosure services. A copy of the Agreement is attached hereto as Exhibit "1".

SECTION 2: That Chairman and appropriate officers are authorized and directed to execute said Agreement on behalf of the Commission, and the proper officers of the Commission are directed to carry out the proposal by its terms.


SECTION 3: This Resolution is effective immediately.

PASSED this 20th day of November, 2023.



CHAIRMAN pro tempore

ATTEST:



Clerk

AYES: Morris, Johnson

NAYS: none

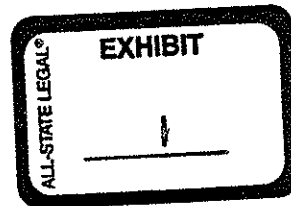
PASSED: 11/20/2023

APPROVED: 11/20/2023

ABSENT: Roth

October 30, 2023

Laura VanProyen
Clerk/Treasurer
South Sangamon Water Commission
9199 Buckhart Road
Rochester, Illinois 62563



Re: South Sangamon Water Commission (the "Commission")
Engagement to Perform Continuing Disclosure Services

Dear Laura:

We are pleased to provide an engagement letter for our services as Special Counsel to the Commission as described below. For convenience and clarity, we may refer to the Commission in its corporate capacity and to you, the Commission officers (including the governing body of the Commission) and employees and general and other special counsel to the Commission, collectively as "you" (or the possessive "your"). The purpose of our engagement is to assist you with the compilation of the annual continuing disclosure compliance report required by your outstanding continuing disclosure undertaking or undertakings as made under Rule 15c2-12 of the Securities Exchange Act of 1934 (the "CDUs") and with the timely filing of the same with the Electronic Municipal Market Access system created by the Municipal Securities Rulemaking Board (and commonly known as "EMMA") (collectively, the "Project"). You are retaining us for this limited purpose as further described below.

A. DESCRIPTION OF SERVICES

As Special Counsel to the Commission for the Project, we will work with you to research and compile necessary materials to be timely filed with EMMA. We intend to undertake each of the following (the "Services") as necessary:

1. File the most recent audited financial statements of the Commission (the "Audited Financial Statements") with EMMA.
2. Research the required annual financial information (the "Annual Financial Information") required to be filed annually by the Commission pursuant to the CDUs.

CHAPMAN

Focused on Finance

Laura VanProyen
October 30, 2023
Page 2

3. Compile the Annual Financial Information and, following your review and consent, file the Annual Financial Information with EMMA.

Our ability to timely provide the Services is dependent on the timeliness of information you provide to us, including the Audited Financial Statements. Our ability to timely provide the Services is also dependent on the availability of third-party prepared data required to be included in the Annual Financial Information, such as current property assessments and property tax collections.

B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Special Counsel to the Commission for the Project are limited as stated above. The Commission has other ongoing responsibilities with respect to the CDUs, namely, reportable event filing requirements, and we are not being engaged to make any independent investigation to determine whether such events have occurred or whether related notices were timely filed with EMMA. The Commission may also have ongoing responsibilities with respect to its outstanding bonds unrelated to the CDUs (such as federal tax law reporting requirements) and we are not being engaged to discuss or review whether the Commission is in compliance with such responsibilities. Our duties as Special Counsel to the Commission for the Project also *do not* include:

1. Giving any advice, opinion or representation as to the Commission's ability to meet its payment obligations with respect to its outstanding obligations or the investment of any of its bond proceeds. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Independently establishing the veracity of your certifications and representations.

3. Representing your interests in any matters unrelated to the Project, other than as part of a separate engagement.

4. Any matter not specifically set forth above in Part A.

C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the Commission will be our client, and an attorney-client relationship will exist between us. However, our services as Special Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations.

CHAPMAN

Focused on Finance

Laura VanProyen
October 30, 2023
Page 3

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. Accordingly, in light of all such relationships and consultations, we are requesting the Commission's consent to any conflict of interest that may exist or arise in our representation of the Commission in connection with our limited engagement for the Commission relating to the Project.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the Commission is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Commission and such other governmental unit or withdrawal from representation.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the Project.

1. In performing the services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. We do not ordinarily attend meetings of the governing body of the Commission at which the Project is discussed unless special circumstances require our attendance.

2. The documents which are prepared or reviewed by us, and the factual representations which may also be contained in such documents, are essential to the accurate completion of the Project. Accordingly, it is important for you to read, understand and provide comments with respect to such documents.

3. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the

CHAPMAN

Focused on Finance

Laura VanProyen
October 30, 2023
Page 4

documents appear reasonable to us, and are not corrected by you, we are relying upon you for their truth, accuracy and completeness.

4. Whenever a municipal issuer, such as the Commission, releases information which is reasonably expected to reach investors, such as the filing of the Audited Financial Statements and/or the Annual Financial Information on EMMA, it is said to be "speaking to the market." When speaking to the market, a municipal issuer must make certain that the information disclosed does not make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading. It is possible that events have occurred subsequent to the reporting period for the Audited Financial Statements or the date or dates information included in the Annual Financial Information was generated that have materially impacted the financial health and operations of the Commission. Although we will not make any independent investigation to determine whether such events have occurred, we are available and encourage you to consult with us regarding the same. We are relying on you to inform us whether, and to what extent, the Audited Financial Statements and/or the Annual Financial Information contain material misstatements or omissions in light of any such events.

E. FEES

As is customary, we will bill our fees as Special Counsel on a flat-fee basis instead of hourly. Disbursements and other non-fee charges will not be billed separately and are included in our fee for professional services. Our fee for the Project will be \$500. The continuation of this agreement is dependent upon our fee as Special Counsel being mutually agreeable to you and to us.

Our statement of charges will be rendered upon the completion of the Project. If, for any reason, the Project is not completed or our services are terminated prior to completion of the Project, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Project, with assistance as needed from other members of our public finance department.

F. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the Commission and the attorney-client relationship created by this engagement letter will be concluded upon the completion of the Project, which will occur once the agreed filings are made with EMMA.

CHAPMAN

Focused on Finance

Laura VanProyen
October 30, 2023
Page 5

Please note that you are engaging us as Special Counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to completion of the Project, any papers and property provided by the Commission will be promptly returned to you upon receipt of payment for our outstanding fees. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the Project, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting with EMMA, that we are permitted to make such documents or information available to other persons in our reasonable discretion.

In addition, we employ cloud-based applications to transmit and to store some or all information concerning this engagement, including the confidential or personal information you provide us. This means that the information you provide with respect to this engagement will not necessarily be stored within our firm or our network, but rather on a third-party's servers, which is commonly referred to as being stored in the cloud. We have reviewed the terms of use, policies, procedures and security practices of each cloud provider we use and your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have concluded the respective cloud providers' practices are compatible with our professional obligations regarding confidential treatment of your information. If you have any concerns about the cloud applications we use please contact us and we will be glad to discuss them further with you.

CHAPMAN
Focused on Finance

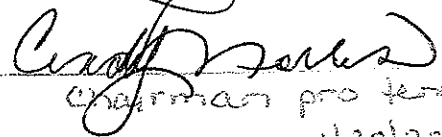
Laura VanProyen
October 30, 2023
Page 6

If the foregoing terms are not acceptable to you, please let us know. Please note that if we perform Services, this engagement letter shall be effective as of the date we have begun rendering the Services. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By 
Kent M. Floros

Approved
South Sangamon Water Commission
By 
Chairman pro tempore
11/20/2023

RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 23-08 adopted by the Commission on the 20th day of November, 2023, said Resolution being entitled:

**A RESOLUTION APPROVING AND ACCEPTING THE AGREEMENT WITH
CHAPMAN AND CUTLER, LLP TO PERFORM CONTINUING DISCLOSURE
SERVICES**

I do further certify that prior to the making of this certificate, the said Resolution was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 20th day of November, 2023.


Clerk

