

January 30, 2020

Mary Beth Murphy
Village Manager
Hastings-On-Hudson Village
7 Maple Avenue
Hastings-on-Hudson, New York, 10706

Re: Legal services for the creation of a village sewer fund and
finalizing the agreement with Suez

Dear Ms. Murphy:

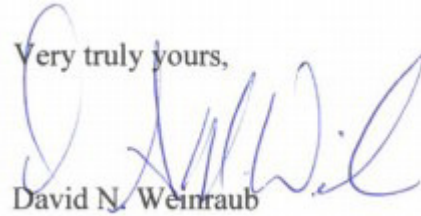
Thank you for engaging Brown & Weinraub, PLLC (the “Firm” or “we”) to represent Hastings-On-Hudson Village (the “Client”) regarding the creation of a village sewer fund and finalizing the agreement with Suez (the “Matter”). The Firm is pleased to undertake this representation.

As a matter of Firm policy, it is necessary that the Firm provide you with this Engagement letter to set out the specific terms applicable to the representation, which consist of the terms set forth in this letter and in the Standard Terms of Engagement for Legal Services (“Standard Terms”) attached hereto (collectively, the “Engagement Letter”). Please be aware that we are not to be considered to be your attorney on the Matter until this Engagement Letter has been signed and returned by you. You should not sign this Engagement Letter if you do not understand the terms of the representation or if they are unacceptable.

Specifically, the following terms and provisions apply to this engagement:

1. Alex Betke will be the lawyer primarily responsible for this Matter and the billing attorney on this engagement. This will be a flat fee Engagement of \$2,000.
2. In addition to the fee described above, you will be responsible for the Firm’s out-of-pocket charges and expenses incurred in connection with the engagement such as federal express charges, online legal research charges and any travel pre-approved by you.
3. The Firm will provide you a monthly invoice for services, expenses and charges on the earlier to occur of the conclusion of this engagement or as soon as possible following the end of this engagement.
4. You have agreed that the scope of this engagement be limited to assisting you in the Matter described herein. However, should you desire to enlarge the scope of this engagement in the future, the Firm would be pleased to discuss such additional undertakings with you.

Thank you for allowing Brown & Weinraub, PLLC to be of service to you in connection with this engagement. If the terms of this Engagement Letter meet with your approval, so indicate by signing and returning the original to me. A counterpart of this Engagement Letter is enclosed for your files.

Very truly yours,

David N. Weinraub

AGREED TO AND ACCEPTED:

Hastings-On-Hudson Village

By: _____
Mary Beth Murphy

Dated: _____, 2020

Standard Terms of Engagement for Legal Services
("Standard Terms")

Introduction

This standard Terms of Engagement contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter (the "Letter") to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions.

1. Parties. This Standard Terms state the terms under which Brown & Weinraub, PLLC ("B&W") shall provide and the client identified in the Letter ("Client") shall pay for legal services

2. Scope of Services ("Matter"). B&W shall provide legal services to Client in connection with the Matter described in the Letter. Legal services not required for the Matter as described therein will not be provided unless Client requests such services and B&W agrees to provide them. During this engagement, Client may request B&W to provide such additional legal services and, if B&W agrees, such additional services shall become part of the Matter.

3. Primary Attorney. The attorney at B&W who has primary responsibility for work on the Matter is identified in the Letter ("Primary Attorney"). The Primary Attorney may be reached at the following contact information: telephone 518-427-7350, facsimile 518-427-7792, email abetke@brownweinraub.com. The administrator for the Primary Attorney is Sarah Hirsch who may be reached at the following contact information: telephone 518-427-7350, facsimile 518-427-7792, email shirsch@brownweinraub.com. The Primary Attorney may use other B&W attorneys and non-attorney staff (such as paralegals) to do work on the Matter.

4. Client Confidentiality. B&W will protect client confidences and secrets as required by law. Please use special care when communicating with B&W via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-client privilege.

5. Conflicts of Interest.

(a) Client's "Affiliates". In this engagement, B&W represents only the person or entity that is identified as the "Client" in the Letter. "Client" does not include any "affiliates" of Client (*i.e.*, if Client is a corporation, limited liability company, or partnership, "affiliate" means any parent, subsidiary, employee, officer, director, shareholder, member or partner of the corporation, limited liability company, or partnership; or, if you are a trade association, "affiliate" includes any member of the trade association). Accordingly, for conflict of interest purposes, Client agrees that B&W may represent another client with interests adverse to any such affiliate, without obtaining Client's consent. Client further agrees that Client will not seek to disqualify B&W from representing another client in a matter where such client is adverse to Client's affiliate. Upon B&W's request, Client will use best efforts to arrange it so that none of Client's affiliates will seek to disqualify B&W from representing another client in any such matter.

(b) Other Clients Adverse to "Client". B&W represents many clients in a variety of matters. It is possible that in the future B&W may be asked by one of those clients to represent it in a matter where Client is an adverse party or has an adverse interest. If such a future matter is substantially unrelated to the Matter in this engagement and if Client has not given B&W any confidential information that is materially relevant to such a future matter, the Client agrees prospectively: (1) to waive any conflict of interest in connection with B&W representing another client in such a future matter even though it may be against Client or an interest of Client, and (2) not to seek to disqualify B&W from representing another client in any such future matter.

6. Fees. The fees B&W will charge a flat fee for services set forth in the Engagement Letter.

7. Expenses. B&W will charge for expenses it incurs that are directly and solely related to the Matter. Examples of such charges are filing fees, expert witness fees, travel expenses, mileage, transcripts, and the like. B&W will charge the Client only the actual amount it incurs for such expenses. Such expenses may either be paid/incurred by B&W and billed to the Client or the bill for the expenses may be submitted to Client for payment directly to the billing party. B&W does not charge for normal office overhead expenses such as telephone, facsimile and routine postage.

8. Billing and Payment. B&W's normal practice is to send the Client a monthly bill for fees and expenses for the prior month, although that practice may vary. Payment is due within thirty (30) days of receipt of the bill. In the event of a fee dispute, you may have the right to seek arbitration; we will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

9. Termination.

(a) By Client. Client may terminate this engagement within five (5) days for any reason by notifying B&W in writing. Client shall be responsible for outstanding invoices, for unbilled fees and expenses incurred before termination, and for fees and expenses in connection with an orderly transition of the Matter.

(b) By B&W. B&W may terminate this engagement within five (5) days written notice, including Client's failure to pay B&W's fees and expenses, provided, however, that B&W's right to terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.

(c) On Completion of the Matter. B&W's representation of Client on this Matter shall terminate automatically when the Matter is complete. The relationship of attorney-client between B&W and Client thereafter shall continue only if Client has engaged B&W on other matters or once again engages B&W on this Matter.

10. Entire Agreement. This agreement constitutes the entire agreement between B&W and Client as to the Matter and may be changed only by a written document, signed by both parties.

11. Governing Law. Any dispute arising under this Agreement shall be governed by the laws of the State of New York. Client consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of New York to resolve any such disputes.