

CRAIG L. OLIVO, ESQ.
colivo@bsk.com
P: 516.267.6324
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September 23, 2020

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

Re: *Retention of Bond, Schoeneck & King, PLLC*

Dear Ms. Murphy:

This will confirm the Village of Hasting-on-Hudson's ("the Village") retention of the law firm of Bond, Schoeneck & King, PLLC, ("BSK"), to perform such legal services as may be assigned by the Village. Excluded from the scope of this engagement shall be public finance legal services.

We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," except as otherwise modified below.

It is understood and agreed that our time shall be billed at the special reduced hourly rates of between \$300 and \$375 per hour for Partners and Senior Counsel time, and between \$215 and \$295 per hour for Associates' time, for professional time actually expended. If utilized, law graduate and paralegal time will be billed at \$175 per hour. If the defense costs of litigation are covered by an insurance policy covering the Village, we agree to accept the rates allowed by the insurer, subject to the Village paying the difference between the insurer's rates and the agreed upon hourly rates set forth herein, if any. If we cannot reach agreement with the insurer over rates, we reserve the right to decline the representation.

Time will be billed in units of one-tenth of an hour. Time records will be submitted and payments will be due on a monthly basis. Printouts of how the actual time was expended will also be provided with the bills.

If these terms (including the enclosed Terms of Representation) are acceptable, please sign and return it to me.

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Again, we have truly enjoyed working with you, appreciate the opportunity to be of service and look forward to continuing to work with you and the Village's team. If you have any questions about this letter, or about any aspect of our representation and arrangement, please do not hesitate to contact me.

We look forward to continuing to work with you and the Village.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Craig L. Olivo
Managing Member – Garden City Office

Enclosure

AGREED AND ACCEPTED:

VILLAGE OF HASTINGS-ON-HUDSON

By _____ (Date)

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services.** The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time (in quarter hour increments) that our attorneys, paralegals, and other service professionals devote to it. The hourly rates for those attorneys, paralegals and other service professionals who will work on Client matters vary, with specific rates reflecting the knowledge, experience and expertise of each individual assigned, time constraints imposed by the circumstances, the complexities of the matter and other relevant factors. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase

our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage, long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 30 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. **Disputes and Claims.** Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally

settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. Communications. We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. In-Firm Privilege. Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. Files. Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. Termination of Representation. You have the right to terminate our representation at any time for any reason.

However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond; (6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. Governing Law and Venue. The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. Waiver of Conflicts. During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. Acceptance of Terms of Representation. Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

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Managing Member – Garden City Office

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settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

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7. In-Firm Privilege. Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. Files. Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

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10. Governing Law and Venue. The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. Waiver of Conflicts. During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. Acceptance of Terms of Representation. Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

IRA S. LEVY
Attorney at Law
173 Ivy Hill Lane
Rye Brook, New York 10573
Phone: (914) 329-0297
Fax: (914) 939-5389
Email: iralevyesq@gmail.com

September 22, 2020

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

RE: Village of Hastings-on-Hudson – Tax Certiorari Special Counsel

Dear Ms. Murphy:

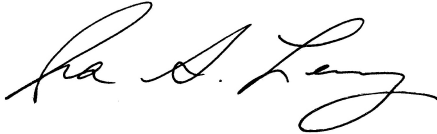
Please accept this letter as my proposal to continue to serve as Special Counsel to the Village of Hastings-on-Hudson for its tax certiorari proceedings for 2020-21 and 2021-22.

I propose to continue to represent the Village of Hastings-on-Hudson as Special Counsel for its tax certiorari proceedings at the rate of \$135.00 per hour. In addition, the Village would be billed for any direct expenses, such as appraisal and Court fees, overnight delivery charges and large copying projects that cannot be performed in-office. Wherever possible, the invoices for such expenses will be forwarded directly to the Village for direct payment. The Village will not be billed for non-itemized expenses, such as phone calls, local mileage, and minor copying.

I hope that the terms of my proposal meet with your approval. If so, please acknowledge your acceptance by signing this letter in the space indicated below and returning it to me.

I look forward to continuing to represent the Village of Hastings-on-Hudson in its tax certiorari proceedings. Thank you for your consideration.

Very truly yours,



Ira S. Levy

ACCEPTED AND APPROVED:

Dated:

BROKER SERVICES AGREEMENT
between
Insuregy Agency, Inc.
and
Village of Hastings on Hudson

I. PARTIES

The PARTIES to this AGREEMENT are Village of Hastings on Hudson (CLIENT) and Insuregy Agency, Inc. (BROKER).

II. SCOPE OF SERVICE

BROKER shall, as respects the categories of risk and insurance identified in Addendum A attached hereto and at CLIENT's request, perform the following SERVICES:

A. Develop underwriting information, structure offerings to insurers and secure, when reasonably available, an insurance program as desired by CLIENT with financially acceptable insurance companies providing the balance of coverage scope, cost and services selected by the CLIENT.

B. Review marketing plan with CLIENT prior to approaching insurers on any program and if marketed, present all quotes to CLIENT.

C. Review insurance policies, binders, certificates and other documents related to the CLIENT's insurance program.

III. COMPENSATION

BROKER will receive commission directly from the accepted insurance carriers and disclose to CLIENT.

IV. TERM

The term of this agreement shall be effective from October 6, 2020 and ending December 31, 2021

IN WITNESS WHEREOF, Village of Hastings On Hudson and Insuregy Agency, Inc. have caused this contract to be executed, all as of the day and year first above written.

Village of Hastings on Hudson

By: _____ Title: _____ Date: _____

Insuregy Agency, Inc., INC.

By: _____ Title: _____ Date: _____

ADDENDUM A

BROKER agrees to provide SERVICES to the following policies of CLIENT:

1. Liability
2. Property
3. Workers' Compensation
4. Crime
5. Cyber Liability
6. Automobile
7. Group Dental

It is understood and agreed that CLIENT may obtain additional services from BROKER for additional programs.