

HARRIS BEACH PLLC
ATTORNEYS AT LAW

April 1, 2022

THE OMNI
333 EARLE OVINGTON BLVD., SUITE 901
UNIONDALE, NY 11553
(516) 880-8492

PERSONAL AND CONFIDENTIAL

KEITH M. CORBETT, ESQ.

Hon. James M. Liguori
Incorporated Village of Muttontown
One Raz Tafuro Way
Muttontown, NY 11791

FAX: 516-880-8483
KCORBETT@HARRISBEACH.COM

Re: Agreement for Attorneys' Services

Dear Mayor Liguori:

On behalf of Harris Beach PLLC (the "Firm"), please accept this letter as the Firm's proposal for engagement by the Incorporated Village of Muttontown, including the scope of services we will be providing pursuant to this engagement, and the agreed upon fee and billing arrangements.

Scope of Engagement. The Firm shall act as Village Attorney for the Incorporated Village of Muttontown. The Firm shall provide the following legal services ("Services") to Client: general legal advice and consultation to the Village Mayor, Board of Trustees and appointed department heads of the Village on a wide variety of matters, including but not limited to general municipal law, state and federal laws relating to Village government, public disclosure issues, laws against discrimination, local law or resolution development and interpretation, land use law and housing subdivision law, enforcement and property/real estate law, contract law, environmental law, municipal leases, purchasing/procurement/bidding and the Americans with Disability Act; Provide general legal advice and consultation to the Village Planning Board and the Village Zoning Board; Answer requests for legal opinions in writing and verbally and prepare written legal opinions at the request of the Board of Trustees and the Village Mayor; Provide guidance and legal advice on the open meetings law, Freedom of Information Law requests, and Board of Trustee rules and procedures; Assist officials and employees to understand legal roles and duties of their respective offices and duties and respective relationships with other government agencies; Prepare and review local laws and resolutions for legal correctness and legal acceptability, as well as, prepare and review contracts, leases and other documents for legal correctness and acceptability; negotiate contracts, intergovernmental/municipal agreements and leases along with other documents upon request. The Firm shall also represent the Incorporated Village of Muttontown in relation to any and all litigation or disputes and claims that arise, whether in a defensive or affirmative nature, as well as represent the Village on any and all special projects.

It is understood that our services shall include telephone conferences, preparation of legal documents and the filing thereof, negotiations, research, preparation for and attendance at any conferences, meetings, hearings and trials regarding these matters. While we cannot currently determine the full scope of services we will be required to provide to you in connection with the

matter for which we are being engaged, it is anticipated that we will provide all services reasonably related to those matters within the scope of our representation.

As you know all expressions concerning progress or the outcome of issues relative to our engagement are necessarily matter of professional opinion and judgment only and are always subject to the kinds of uncertainties and risks with which you are familiar.

Firm Personnel; Principal Contact. Keith M. Corbett will be primarily responsible for the supervision of this Matter, but you are engaging the firm as a whole. I can be reached at (516) 880-8492 or kcorbett@harrisbeach.com. As necessary or appropriate, we will draw upon the talents and experience of other firm attorneys, professionals and staff in providing our services relating to the Matter.

Fee. Harris Beach has agreed to serve as Village Attorney on an annual retainer of \$75,000 to be billed monthly at a fee \$6,250. Our fee is based on the time spent by the attorneys and legal assistants who will work in relation to the scope of services listed above. Additionally, the Village has agreed to pay the Firm an hourly rate of \$275.00 per hour for partners and \$225.00 per hour for associates for any and all litigation or disputes and claims that arise, whether in a defensive or affirmative nature, as well as for any and all special projects. This fee is based on the time spent by the attorneys and legal assistants who work on the matter. We will, from time to time at your request, provide estimates concerning our estimated fee. In the unlikely event a dispute arises between us relating to our fees, you may have the right to arbitration of that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Other Charges. In addition to our fees for rendering professional services, our billing statements will include separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incidentally to the performance of our legal services.

Billing Cycle and Retainer. It is our normal practice to require the deposit of an initial retainer for legal services against which we bill and collect our fees and disbursements. We have agreed to waive the deposit of an initial retainer for this matter. However, commencing on July 1, 2022 monthly retainer payments in the sum of \$6,250.00 shall be paid on or before the 15th day of each month for the term of this engagement.

Termination of Engagement. The term of this engagement shall begin on July 1, 2022 to June 30, 2024. Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility with three (3) months notice. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide

additional advice on issues relating specifically to the Matter, the firm has no continuing obligation to advise you with respect to future legal developments, whether relating to the Matter or otherwise.

Conclusion of Representation; Disposition of Client Documents. Unless previously terminated, our representation with respect to the Matter will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, we will return your papers and property promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records; internal lawyers' work product such as drafts, notes, internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

Client Responsibilities. In order for us to provide you with quality legal representation, you agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. Please bear in mind that if we do not obtain such cooperation and information, the quality of our representation may suffer and your cost of receiving services may increase (due to additional time required on the Matter). We will, of necessity, be relying on the completeness and accuracy of the information you provide to us when performing our services on your behalf. The firm requires that payment of our statements for services and expenses are kept current as a condition to our continuing to provide you with services.

Permitted Methods of Communication. Our clients place a high value on their ability to communicate with their Harris Beach attorneys as promptly as possible. Accordingly, in performing our services, we may make use of cellular telephones, facsimile machines, email and so-called "smart phones" or personal digital assistants unless you direct us otherwise in writing. Nearly all of our clients elect for the convenience and speed of communication that can be achieved with these and other similar technologies over the risk that the communications may not be completely secure. We will of course take reasonable steps to help assure your communications using these methods remain confidential, but we will not be responsible for disclosures of your confidential information occurring from the use of such communication technologies. Please advise us in writing as to any particular form of communication technology you prefer that we not use in our communications with you.

Possible Conflicts. Harris Beach PLLC represents many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you. You [each] agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly

adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. For the purpose of determining whether a conflict of interest exists, it is only the client that we represent, and not its affiliates. You agree not to give us any confidential information regarding your affiliates unless they have separately engaged us to perform services on their behalf. While we recognize that to act adversely to any affiliate could jeopardize a long-term relationship with you, which we would naturally be reluctant to do, for conflict of interest purposes we reserve the right to represent another client with interests adverse to any affiliate that is not itself a client without obtaining any consent from you or your affiliates.

Although unlikely, it may be necessary in the course of your representation for our lawyers to analyze or address their professional duties or responsibilities or those of the firm, and to consult with the firm's risk management committee or other lawyers in doing so. To the extent we are addressing our duties, obligations or responsibilities to you in those consultations; it is possible that a conflict of interest might be deemed to exist as between our lawyers or firm and you. As a condition of this engagement, you consent to any conflict of interest that might be deemed to arise out of any such consultations. You further agree that these consultations are protected from disclosure by the firm's attorney-client privilege and that you will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect our obligation to keep you informed of material developments in your representation, including any conclusions arising out of such consultations to the extent that they affect your interests.

We look forward to working with you and appreciate the opportunity to represent the Incorporated Village of Muttontown in its corporate and general matters as Village Attorney. If this proposal is acceptable, please so indicate by returning a countersigned copy of this letter and a check payable to Harris Beach PLLC for the initial retainer, and then we will proceed with the representation. Please note that unless and until we hear from you to the contrary, we will assume that we are entitled to proceed under the terms of this letter. Consistent with firm policy,

however, we reserve the right to delay commencement of work on this Matter until you have signed and returned the letter to us, and/or to cease work on this Matter if you do not sign and return a copy to us within five days.

Please call me with any questions regarding the foregoing.

Sincerely,

HARRIS BEACH PLLC

By: _____
Keith M. Corbett, Esq.

Agreed and Accepted this
day of _____, 2022

Incorporated Village of Muttontown

By: _____
Print: James M. Liguori, Mayor

Subject to Approval

April 1, 2022

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Scope of Engagement. The Firm shall act as employment and labor counsel to the Incorporated Village of Muttontown. Our engagement shall be limited to advice, consultation and representation concerning general labor and employment law matters (the "Matter"). The Firm shall act as lead negotiator for labor matters, which typically include, reviewing the existing contract, any applicable arbitration decisions or grievance settlements and statutory changes to determine if proposals should be put forth on behalf of the client; gathering and reviewing information from Human Resources and administrators/supervisors regarding any issues of contract administration over the term of the last contract; assisting in the analysis of economic proposals and alternatives (wages, health insurance, retirement benefits, etc.); preparing draft proposals for review and discussion with appropriate client personnel; meeting with the client when appropriate to establish economic parameters and the goals for the negotiations; acting as chief spokesperson for the client during negotiations, as well as, when necessary, during post-impasse procedures (e.g., mediation, fact-finding and interest arbitration); advising as appropriate regarding any Taylor Law issues during negotiations, and Proceedings under the New York State Public Employees' Fair Employment Act, including strike injunction matters, union organizing, improper practice proceedings before the Public Employment Relations Board, and interest arbitration proceedings.

It is understood that our services shall include telephone conferences, preparation of legal documents and the filing thereof, negotiations, research, preparation for and attendance at any conferences, meetings, hearings and trials regarding these matters. While we cannot currently determine the full scope of services we will be required to provide to you in connection with the matter for which we are being engaged, it is anticipated that we will provide all services reasonably related to those matters within the scope of our representation.

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As always, if you have any questions, please do not hesitate to contact my office.

Sincerely,

HARRIS BEACH PLLC

By: _____
Keith M. Corbett, Esq.

Agreed and Accepted this
day of , 2022

Incorporated Village of Muttontown

By: _____
Print: James M. Liguori, Mayor

Subject to Approval