

December 18, 2025

Joseph Alati
Town of Mendon
16 West Main Street
Honeoye Falls, New York 14472

Dear Supervisor-Elect Alati:

The law firm of Bond, Schoeneck, & King, PLLC (the "Firm") is pleased to have the opportunity to serve as the Attorney for the Town of Mendon Zoning Board of Appeals ("the Town"), for a contract term until December 31, 2026 (the "Term"). The scope of our representation is more fully set forth below and in the attached Terms of Representation (collectively as the "Agreement"). We look forward to working with you and the Town's other leaders, staff and elected officials.

Upon the expiration of the Term of this Agreement, the Firm's legal representation of the Town may continue until the Town advises that our services are no longer required; our representation of the Town may be extended by mutual agreement of the Town and the Firm on such further terms and conditions as the Town and the Firm may then agree in writing. During the Term of this Agreement, we will do our best to provide the Town with quality legal services in a responsive and efficient manner.

Fundamental to a sound attorney-client relationship is a clear understanding of the terms and conditions upon which we will be providing legal services to the Town. Accordingly, the purpose of this Agreement is to clarify and confirm those terms and conditions. We apologize beforehand for the formal nature of this Agreement; however, its terms and conditions are now mandated by the current New York Lawyer's Code of Professional Responsibility and Rules of Court.

A. Scope of Services

We will function as the Attorney for the Town of Mendon Zoning Board of Appeals ("ZBA") in relation to any and all legal services required by the Town. Such legal services include, but are not limited to, reviewing applications before the ZBA, attending ZBA meetings as needed, being available to respond to day-to-day questions and concerns regarding ZBA matters, and other matters that may be requested by the Town or ZBA.

We will provide the Town with a detailed invoice on a monthly basis for all time spent on the Town's legal matters.

B. Staffing

David K. Hou, Esq., will be the attorney primarily responsible for the Town's legal representation. Inquiries may be made by telephone or email and should be addressed initially to Mr. Hou. We will endeavor to respond to inquiries the same day to the extent reasonably possible, but in any event no later than within 24 hours.

In addition to Mr. Hou, we have a staff of skilled attorneys and paralegals who may be assigned legal work for the Town and who will also be providing legal services from time to time, depending on the expertise required for a given matter.

It is our goal to provide quality legal services in an efficient, economical manner. As stated above, at times, this may necessitate involving other firm attorneys with the requisite experience and/or paralegals, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.

From time to time, internal conferences may also take place among our personnel, and two or more may attend meetings or proceedings on the Town's behalf. Although this approach might seem to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work, and ultimately is more economical to the Town as the client.

When questions or comments arise about our legal services, staffing, billings, or other aspects of our representation, please do not hesitate to contact Mr. Hou. It is important that you are satisfied with our legal services and responsiveness at all times, and we appreciate timely feedback so that concerns may be addressed and resolved on a timely basis. As part of this legal representation, Mr. Hou will meet with Town Board at its request at mutually agreeable times during the Term of this Agreement to discuss this legal engagement and make any necessary adjustments as mutually agreed.

C. Responsibilities

In reliance upon information and guidance provided by the Town, we will provide legal counsel and assistance to the Town in accordance with this Agreement, keep the Town informed of progress and developments, and respond to the Town's inquiries. To enable us to render these legal services effectively, the Town agrees to cooperate fully with us regarding the preparation and presentation of all matters as to which we are consulted as legal counsel to the Town, to disclose to us all facts fully and accurately that may be relevant to all such matters or that we may otherwise request, and to keep us timely apprised of any and all material developments relating to all such matters.

During the course of our legal representation, we may express our opinions or beliefs concerning a matter and the results that might likely be anticipated, based upon our

experience. Any such statement made by any attorney or employee of the Firm is intended be an expression of opinion only, based on information available to us at the time, and must not be construed by the Town as a promise or guarantee of any particular result. Likewise, to preserve the integrity of the attorney-client relationship, there should be no public comment regarding any legal advice that we may provide to the Town by any public official or staff absent prior discussion and confirmation by us and by the mayor that any such disclosure is appropriate.

D. Fees, Disbursements, and Other Charges

Bond will provide legal services at a discounted hourly rate of \$240.00/hr. applicable to all attorneys, hourly rate of \$175.00/hr applicable to all paralegals, for the matters identified above.

We will apply an hourly rate of \$280.00/hr. for all attorneys relating to litigation-related matters.

The Town will receive a statement of services at the end of each month detailing the number of hours spent that month, the work performed, and the attorney or paralegal who performed the work. While we do not anticipate significant disbursements or out of pocket expenses, we must advise that in addition to our fees, the Town will be responsible for payment for disbursements and out-of-pocket expenses, typically in the form of messenger service, certified mail or other postal charges, copying costs, long-distance telephone calls, service of process fees, filing fees and/or court costs and if necessary, use of any third-party consultants (with prior consent from the Town). Any significant disbursements or out-of-pocket expenses will be discussed with the Town prior to being incurred.

Lastly, in accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions, these rules require us to advise the Town that if a dispute arises about our fees, the Town has the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided upon request.

E. Client Confidentiality

Generally, all information we receive from the Town is held in confidence and is not released to any outside individuals or organizations, except as agreed to by the Town, or as required under an applicable law. We retain records relating to professional services that we provide so that we are better able to assist the Town with its professional needs and, in some cases, to comply with professional guidelines. In order to guard its non-public personal information, we maintain physical, electronic, and other procedural safeguards that comply with our professional standards.

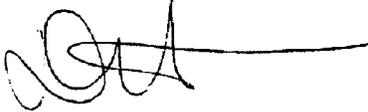
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If this Agreement accurately reflects the Town's understanding of and its agreement to the terms and conditions of our legal representation of the Town, please confirm the Town's acceptance by signing both duplicate original copies of this Agreement in the space provided below, retaining one copy for your records and promptly returning the other, duplicate original copy to me. Upon acceptance, these terms and conditions will apply retroactively to the date we first performed services on the Town's behalf.

Again, with our apologies for the formal nature of this engagement Agreement, we wish to convey that we are delighted to have the opportunity to be of service to the Town. We look forward to a mutually beneficial attorney-client relationship.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



David K. Hou

DKH/avp

Dated: _____

Joseph Alati
Town Supervisor

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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. 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.

10. 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.

11. 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.