

(proposed)

PANICCIA

The Law Office of Alfred Paniccia, Jr.

February 28, 2023

Binghamton-Johnson City Joint Sewage Board
4480 Vestal Road
Vestal, NY 13850

Re: Binghamton-Johnson City Joint Sewage Board
Letter of Engagement

Dear Board Members:

I am writing to confirm my understanding of the terms of my continued service as counsel to the Binghamton-Johnson City Joint Sewage Board, effective January 1, 2023.

I propose to provide legal services involving matters which the Board or Plant management staff bring to my attention. The terms are as follows:

1. Effective January 1, 2023, I will bill the Board for services on a time-expended basis, at the rate of \$200.00 per hour, except that time expended at a meeting of the Board shall be billed at a rate of \$175.00 per hour, for hours after 3:30 p.m. during a Plant business day.

2. In addition to the payment of fees for services rendered, the Board will be responsible to pay for reasonable expenses and costs incurred by me on the Board's behalf, including but not limited to court filing fees, postage and courier fees, witness fees, travel and lodging expenses approved by the Board in advance, expert fees and costs, computer assisted legal research charges, and fees related to service of process. These expenses and costs are referred to as disbursements. This obligation is entirely separate from the Board's obligation to pay fees for legal services.

3. I will bill the Board for services and disbursements. This billing will include an itemization of time expended, the fee for that time, and all disbursements. Bills will be submitted monthly, within sixty (60) days of the last day of each month. Payment will be made within sixty (60) days of submission of a bill unless, within that time, the Board or the Board's Finance Committee sends me written notice of a claimed error in the bill.

4. The Board may terminate my services at any time, and I may withdraw from further representation of the Board. In either event, I am entitled to fees for services and for disbursements, if any, through the date of termination or withdrawal.

5. I do not make any warranties or representations concerning the outcome of my representation.

THE LAW OFFICE OF ALFRED PANICCIA, JR.

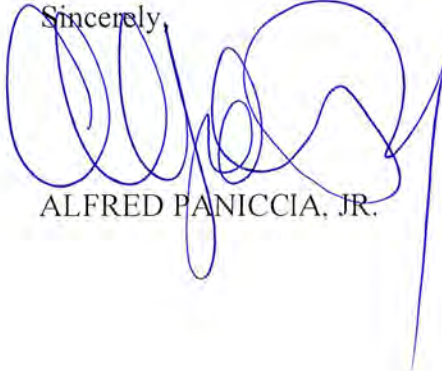
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6. I will consult with the Board with regard to the manner in which matters assigned to me will be handled. Nonetheless, I reserve the right to use my independent, professional judgment regarding my representation of the Board.

If the Board is agreeable to these terms, please have an authorized person sign this document in the spaces provided below, and return it to me. I enclose a second original of this letter for the Board's records.

I appreciate the opportunity to continue to provide services to the Board. If you have any questions please let me know.

Sincerely,

ALFRED PANICCIA, JR.

AP:sd
Enc
cc: Bookkeeper

AGREED

By: _____

Date: _____

Title: _____