

January 1, 2020

Town Board of the Town of West Seneca
c/o Hon. Gary A. Dickson, Town Supervisor
1250 Union Road
West Seneca, NY 14224

Re: Proposal to Provide Bond Counsel Services

To the Members of the Town Board:

Harris Beach PLLC is pleased to submit this proposal to continue providing general obligation bond counsel services to the Town of West Seneca. This letter will set forth a summary of the services we would expect to provide as bond counsel in 2020 and an estimate of the proposed fees that we would charge the Town for such services.

Experience

Harris Beach PLLC is a nationally recognized bond “Red Book” listed bond counsel firm. We serve as bond counsel to municipalities, school districts, fire districts and state and local agencies throughout New York State. Our Public Finance Department has experience with all types of general obligation bond financings and has worked with most of the underwriters and fiscal advisors who do business with New York State municipalities and school districts.

Services

As bond counsel to the Town, we would act as a recognized independent counsel with respect to the authorization of the obligations being issued, and undertake all legal services associated with that responsibility. In particular, we would draft or review all resolutions to be adopted by the Town Board to authorize the bond and/or notes to be issued, and all associated legal notices and certificates. We would work closely with the Town in structuring the financing, provide counsel regarding municipal finance questions raised in connection with a project and advise the Town as to alternatives available under any particular scenario.

For each bond anticipation note issue (other than a short-term loan from the Environmental Facilities Corporation (the “EFC”), we would prepare or review, as appropriate, the Notice of Sale, if any, for the financing’ and if an Official Statement is published for such transaction, we would assist in the preparation of such document by reviewing those sections describing the notes, the project being financed, and the legality and tax exempt status of the notes. For the closing on the notes, we would prepare all of the necessary documentation, including the certificate of determination or authorizing resolution, as appropriate, the note, the arbitrage and tax certificates, the material events disclosure agreement, if required, and all other certificates and documents customarily provided in this type of transaction. We would also file

the necessary information return with the Internal Revenue Service. Finally, we would render our approving opinion regarding the validity, enforceability and tax exempt status of the notes.

For each bond anticipation note or bond financing undertaking through the EFC, we will review and comment on all of the EFC loan documents, participate in conference calls with EFC personnel, prepare all additional documents that may be necessary and will arrange for delivery of the bonds or BANS, as applicable, to EFC, or its designee. If applicable, we will complete or review, as appropriate, the tax questionnaire provided by EFC for the financing and will address any tax issues that may be posed by EFC and its counsel. We will also calculate any minimum required annual payments to be made on a short term financing prior to the closing of a long term financing.

For each serial bond or statutory installment bond transaction (other than through the United States Department of Agriculture, Office of Rural Development (“RD”)), we expect to be primarily responsible for the preparation of the notice of sale for the bond issue. We would also assist the Town in the preparation of any official statement by reviewing those sections of the document pertaining to the bond issue, the projects being financed, and the legality and tax exempt status of the bonds. For the closing on the bond issue, we would prepare all the documentation customarily entered into for this type of transaction, including the certificate of determination; the form of bond, the tax and arbitrage certificates, the continuing disclosure agreement, if required, and all other certificates and documents to be entered into in connection with the financing. If the bond issue is to be insured by a municipal bond issuance policy, we would review the documents provided by the bond insurer, including the policy, closing certificates and legal opinion. We would also conduct the closing on the bonds and arrange for the delivery of the bonds to the purchaser (or if the bonds are in book entry form, to the depository for the bonds) and file the necessary information return with the Internal Revenue Service. Finally, we would render our approving bond counsel opinion regarding the validity, enforceability and tax exempt status of the bonds.

In connection with any bond financing undertaken through RD, in addition to the services described above with respect to statutory installment bonds, we would prepare all of the other necessary closing documents required in accordance with RD’s policies and requirements.

Please note that in connection with each bond and note transaction, we do not anticipate that we will be primarily responsible for the preparation of either the official statement (or other disclosure document) or any debt statement prepared and filed in accordance with New York Law. It is our assumption that these documents will be prepared either by the Town or by its fiscal advisor, if any, as is customarily the case. We will, however, review these documents and comment, as necessary, to ensure that the Town has complied with all applicable disclosure and filing requirements in connection with the bond issue.

Fees and Charges

Set forth below is the proposed schedule for fees we would charge the Town for bond counsel services.

Bond Anticipation Notes: For each original issue bond anticipation note issue, we would charge a fee not to exceed \$750 plus \$.50 per thousand dollars of note issued. For each renewal bond anticipation note issue, we would charge a fee not to exceed \$600 plus \$.50 per thousand dollars of note issued, plus out-of-pocket disbursements.

For EFC Short Term Loan: For the short term financing through EFC, we would charge a fee of \$3,500, plus \$0.50 per thousand dollars of bonds issued, plus disbursements.

RD Loan: For a long-term bond issue through RD, we estimate a fee not to exceed \$3,500 plus \$1.00 per thousand dollars of the loan amount.

Serial Bonds (competitive bid): For a serial bond issue, we estimate a fee not to exceed \$3,500 plus \$1.00 per thousand dollars of bonds issued, plus hourly fees as described below and out-of-pocket disbursements.

Statutory Installment Bond: For a statutory installment bond of \$5 million or less, we would charge a fee not to exceed \$1,500 plus \$1.00 per thousand dollars of bonds issued plus disbursements.

For EFC Long Term Loan: For the long term bond issue through EFC (including any hardship assistance grants), we would charge a fee of \$5,000 plus \$1.00 per thousand dollars of bonds issued, plus disbursements.

Refunding Bonds: For each refunding bond issue our fee will be as specifically agreed upon with the Town at the time of the refunding.

Bond Resolutions: Fees for preparation of bond resolutions will be \$600 for preparation of each resolution, provided that with the Town's approval, additional fees may be charged in the event that a particular resolution involves unusual research and complexity.

Hourly Fees: In addition to the foregoing fees, a fee of \$295 per hour for partners and \$195 per hour for associates and \$110 for Paralegals will be charged for time spent in meetings with Town officials in the Town or elsewhere, for attendance at rating agency sessions, for working group sessions with the Town's financial advisor and its own finance team and for our work on drafting and reviewing disclosure materials and any documentation which is required in connection with the negotiation by private sale of any Town obligations.

For matters apart from the foregoing, including research, analysis and rendering of advice to the Town and attendance at meetings in connection with development proposals, new financing alternatives for the Town and review of proposals submitted to the Town relating to

other than routine financings, Bond Counsel will charge the above hourly rates, subject to a maximum agreed upon fee for each matter.

Disbursements. Disbursements for direct out-of-pocket costs, such as telephone calls, photocopying and facsimile charges, postage and courier charges, and travel costs, if any, will be billed to the Town in addition to the fees for services rendered. The above fee quotes are based upon our understanding of the scope of services customarily provided on financing transactions. In the event that there is a change in circumstances which warrants significantly greater Bond Counsel services than which are normally required in connection with the types of transactions outlined above, we will contact you to arrange for an appropriate adjustment in our Bond Counsel fee, in an amount to be agreed upon with the Town at that time.

The above fee quotes are based upon our understanding of the projects being financed and the Town's current needs. In the event that there is a change in circumstances which warrants significantly greater bond counsel services than which are normally required in connection with the types of transactions outlined above, we would contact you to arrange for an appropriate adjustment in our bond counsel fee, in an amount to be agreed upon with the Town.

Billing and Collection Information

For services not associated with a specific financing transaction, such as review of proposals submitted to the Town relating to project development proposals and proposals submitted to the Town relating to other than routine financings, we will bill the Town periodically as such specific services are rendered. For services performed in connection with the issuance of bonds or notes, our fees are normally billed after the closing of each transaction. We customarily do not submit an invoice for services until that time, unless there is a substantial delay in completing the financing or the financing is not completed.

Termination of Engagement

Either the Town or Harris Beach may terminate this Engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve the Town of the obligation to pay the legal fees owed to Harris Beach for services performed and other charges owed to us through the date of termination. After the completion of our services on the Town's behalf, changes may occur in applicable laws or regulations that could have an impact upon the Town's future rights and liabilities. Unless the Town engages Harris Beach after completion of the Engagement to provide additional advice on issues arising from the Engagement or related matters, Harris Beach has no continuing obligation to advise the Town with respect to future legal developments.

Conclusion of Representation; Disposition of Client Documents

Following termination of this Engagement, any otherwise nonpublic information the Town has supplied to Harris Beach that is retained by Harris Beach will be kept confidential in accordance with applicable rules of professional conduct. At the Town's request, papers and

property will be returned promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matters worked on for the Town 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

The Town agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. The Town also agrees to pay in a timely manner our statements for services and expenses as provided above.

We look forward to working with you and appreciate the opportunity to represent the Town as bond counsel. If you find the terms of this Engagement acceptable, please have the enclosed copy of this letter signed on the signature line provided below and return it to my attention. Please call me with any questions regarding the foregoing.

If you find the terms of this proposal acceptable, please have a copy of this letter signed on the signature line provided below and return it to my attention.

Very truly yours,



C. Todd Miles

Agreed to and accepted this
____ day of January, 2020

TOWN OF WEST SENECA

By: _____
Name: Hon. Gary A. Dickson
Title: Town Supervisor