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May 6, 2026

Tistrya Houghtling  
Town Supervisor  
Town of New Lebanon  
14755 State Route 22  
P. O. Box 328  
New Lebanon, New York 12125

Re: Town of New Lebanon  
Bond Counsel Services - Establishment of Sewer District (the “Project”)

Dear Ms. Houghtling:

Hodgson Russ LLP (Hodgson Russ) is pleased to submit this proposal for professional services to provide the establishment proceedings for the creation of a sewer district in the Town of New Lebanon. An engagement letter will be delivered to you for the provision of bond counsel services in connection the issuance of debt obligations by the Town of New Lebanon at a later date.

Based upon the information furnished to Hodgson Russ by the Town, Hodgson Russ has the following understanding:

Our work will encompass professional services to provide the establishment proceedings and technical review for Town of New Lebanon Sewer District (the “Sewer District”).

The proposed Sewer District includes the commercial district of the Town of New Lebanon, centered on the intersection of US Route 20 and NYS Route 22.

The purpose of the proposed Sewer District is to address inadequate or failing septic systems which may be impacting drinking wells and water quality.

### **Scope of Services**

Hodgson Russ will assist the Town with the legal work associated with the establishment of the Sewer District. Such work will consist of:

- Preparation of general timetable and action steps for the establishment of the Sewer District pursuant to Article 12 of the Town Law;
- Review of map, plan and report (Engineering Report) to confirm compliance with Town Law Article 12;
- Confirmation of compliance with SEQRA;
- Preparation of orders, resolutions and public notices associated with the scheduling of a public hearing and the establishment of the Sewer District per Article 12 of the Town Law and preparation of a bond resolution; and

- Review and response to e-mails and participation, via telephone, in various meetings with individuals from the Town's Engineering Department

### **Legal Fees**

Hodgson Russ will complete the above-stated services for a not to exceed budget of \$5,500.

This matter will be billed on an hourly basis with bills typically rendered monthly. My current hourly rate is \$580. You would be charged the hourly rate for individuals who work on this matter. The current hourly rates of other attorneys that may become involved in this transaction generally fall in the range from \$220 to \$480. Paralegal rates average approximately \$175 per hour. You will be charged at the current hourly rate for any attorney or paralegal working on this matter, which will be disclosed to you at your request. We will utilize paralegals and associate attorneys (at relatively lower rates) where appropriate.

The budgeted legal fee noted above assumes that we will not be asked to attend any meetings or public hearings relating to the Sewer District. We are certainly available to attend any such meetings or hearings, and the work relating to such attendance will be billed at the hourly rates described above.

We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. Fees and expenses of others (such as consultants) generally will not be paid by us, but will be billed directly to you.

### **Timetable**

We are ready to begin work immediately. Please note that based on our preliminary review of the materials and our initial discussion, we expect that the procedure will involve at least two board meetings of the Town Board.

As part of our scope of work, we would work with the Town to outline a timetable of steps necessary for this matter to be ready for Town Board consideration.

### **Arbitration**

In the event that a dispute arises between us relating to our fees, you may have 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 to you upon request.

### **Privacy Policy**

During the course of this engagement, the firm may collect certain personal information relating to the services contemplated by this letter. When we do so, we require that clients provide the minimum amount of personal information necessary for us to perform our legal services. The collection of any such personal information will be governed by, and such personal information will be processed in accordance with, the firm's Privacy Policy, as well as any applicable privacy laws and codes of professional conduct. You can obtain a copy of the firm's Privacy Policy on our website at [www.hodgsonruss.com](http://www.hodgsonruss.com) or by requesting one from us.

**Conclusion**

We hope that the information set out above will be helpful to you. Please feel free to call me if you have any questions regarding the content of this letter, or otherwise.

If the provisions contained in this letter are acceptable to you, we would appreciate confirmation by having this letter signed by an official of the Town and returned to us by e-mail.

We appreciate the opportunity to work with the Town.

Very truly yours,



Frank Sarratori  
Partner

FCS:clo

Confirmed and Accepted this  
\_\_\_\_ day of \_\_\_\_\_, 2026.

TOWN OF NEW LEBANON, NEW YORK

BY: \_\_\_\_\_

Its \_\_\_\_\_

## **Firm Policy With Respect to Disbursements**

In connection with this matter, we will incur expenses, such as photocopying, shipping of documents, travel, long distance telephone charges, filing fees and other expenditures which may be appropriate in handling your work. Such expenses are not included as part of our fee for professional legal services, and periodic statements showing the amount of such disbursements will be rendered to you at your request.

Set forth below are summary descriptions of the categories of disbursements commonly incurred on behalf of the Town. This list is by no means exhaustive, and other charges not described below will be invoiced to the Town in an appropriate manner. Furthermore, the charges for certain of the items described below are imposed by third parties and may be increased without notice to us or to our clients:

1. **BINDING:** The entire cost of binding transcripts for circulation to various financing participants is invoiced to the Town. The total cost is a function on the number and size of the transcripts to be bound and the charges for photocopies (see below).

2. **COMPUTER TIME SHARING:** The actual cost of computer time sharing for access to legal and other data bases will be passed through to the Town. These charges are generally incurred in the course of performing legal research.

3. **FILING AND RECORDING FEES AND CERTIFICATE CHARGES:** The cost of various filings and recordings with federal, state and local agencies is borne by the Town. Charges for obtaining certified copies of documents from federal, state and local agencies are also invoiced to the Town. Occasionally, due to the nature and timing of the transaction involved, filings or requests for certified copies will be handled through service companies which may charge a premium rate.

4. **PUBLICATION:** Certain transactions require the publication of legal notices. The charges for such publication are established by the respective newspaper or periodical, and it is our policy to forward invoices to the Town for direct payment to the vendor.

5. **SHIPPING AND LOCAL DELIVERY:** The cost of shipment by Federal Express, United Parcel Service, Express Mail, U.S. Mail or other delivery service at the retail price charged for such service is invoiced directly to the Town. The actual amount of the charges will depend upon the number, weight, and carrier of packages and letters sent. The Town will also be charged for local delivery by outside couriers at their normal rates, and for our in house courier (\$7.50 per delivery or package).

6. **TRAVEL:** The actual cost of travel, including charges for mileage for firm-owned or attorney-owned automobiles at 72.5 cents per mile, parking, plane or train fares, taxi, hotel, meals, etc., will be invoiced to the Town.

We will send you bills periodically. Our normal billing cycle is monthly, but in certain cases, such as a real estate transaction where we expect the closing to occur soon, we may not bill you until the project is complete. Nevertheless, we reserve the right to send periodic bills if things take longer than we expect.

We expect our bills to be paid within 15 days after they are rendered and we regard them as past due 30 days after they are rendered. We might bill for disbursements, which involve out of pocket expenses that tie up our funds, more frequently than for fees. For large disbursements, we avoid our accounting process altogether – we will send you a copy of the bill, asking that you pay it directly and send us a copy of the check so we can keep track of the account.