

Organizational Meeting
January 5, 2026 – 4:00 PM
Town Hall
201 Frey St.
Newark, NY 14513

Supervisor Piscioti welcomed those in attendance followed by the gathering in the pledge of allegiance.

PRESENT: Supervisor Piscioti
Councilmembers: Diamond, Greco, Gerbig, VanLaeken
Highway Supt. Kuhlman
Deputy Vacchetto

ABSENT:

Supervisor Piscioti said they will go through all the organizational items and if there are any questions or comments, we can discuss. At the end, we will do a blanket motion.

Highway Superintendent wanted to confirm he still could get items under \$10,000.00 without quotes. This is a separate item on the Organizational Resolution that the Highway Superintendent can spend up to \$10,000.00.

Motion made by Councilman Diamond, seconded by Councilman Greco to approve all the Organizational Item Resolutions.
See attached.

UNFINISHED BUSINESS: N/A

NEW BUSINESS: N/A

PUBLIC COMENTS: No comments from the Public.

Councilman Gerbig asked if there were any updates on Southwest Improvement Area No. 3. Supervisor Piscioti said all the paper work was submitted to the State Comptroller for approval. We do not anticipate any issues.

Councilman Greco asked if Supervisor Piscioti had inquired about Amish and Horse clean up on the roads with the county. Supervisor Piscioti had not yet.

Supervisor Piscioti asked for a motion to close the Organizational Meeting.

ADJOURNMENT

4:16 PM Moved by Councilperson VanLaeken, Seconded by Councilperson Gerbig to adjourn the Town Board meeting.
All Voted Aye

Respectfully Submitted,
Terresa Vastbinder
Town Clerk

**Town of Arcadia
Organizational Meeting 2026**

**January 5, 2026
4:00 PM**

The annual organizational meeting on January 5, 2026 had the following Town Board Members present: Supervisor Piscioti, Councilmembers Diamond, Greco, Gerbig, VanLaeken, and Highway Supt. Kuhlman, Deputy Vacchetto

Absent:

BANK DEPOSITORY

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Town Board hereby designates the Newark Office Community Bank NA, Lyons National Bank, Citizen Bank, Bank of America, JP Morgan/Chase as depository of all town funds both General and Highway. Funds which are not immediately needed shall be deposited in Certificate of Deposits or Money Market Accounts in day of Deposit to day of withdrawal saving accounts, depending on need of cash at Lyons National Bank, Community Bank, NA, Fleet, JP Morgan/Chase depending which Bank will pay the most interest. (Maximum amount of six million)

Vote_5__Yes ___NO

OFFICIAL NEWSPAPER

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Times of Wayne County, Macedon, New York, a weekly paper, is hereby designated as the official newspaper of the Town of Arcadia for the year 2026.

When circumstances arise, requiring a form of Public Notice that must be published in the daily newspaper of general circulation within the Town, the Town Board hereby designates the Finger Lakes Times as the official newspaper of the Town of Arcadia in all such instances.

Vote_5__Yes ___NO

DATE OF REGULAR TOWN BOARD MEETING

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the regular meeting of the Town Board of Arcadia be set for the 2nd Tuesday of the month, and this meeting is to be held in the Town of Arcadia Conference Room, 201 Frey Street Newark, NY at 7:00 PM for the year 2026.

Vote 5_Yes ___No

APPOINTMENT OF DEPUTY SUPERVISOR, CLERK TO SUPERVISOR AND ACCOUNT CLERK/ BUDGET OFFICER

Dawn Piscioti, Supervisor of the Town of Arcadia appoints Councilmen Greco Deputy Supervisor of the year 2026, and appoints Hope Bush Clerk to the Supervisor. Councilman Diamond moved to approve the recommendation. Seconded by Councilman Greco.

Vote 5 Yes No

APPOINTMENT OF TOWN COUNSEL

A resolution offered by Councilman Diamond, seconded by Councilman Greco the Law Firm of Bond, Schoeneck & King, PLLC (David K. Hou of Counsel) as Town Counsel for the year 2026 on a fee basis of **\$235.00** per hour for routine day-to-day items, **\$250.00** per hour for passthroughs, and **\$280.00** per hour for litigation.

Vote 5 Yes No

APPOINTMENT OF DEPUTY HIGHWAY SUPERINTENDENT

Thomas Kuhlman, Highway Superintendent appoints Matthew Westcott, Deputy Highway Superintendent for the Year 2026 and to receive **\$2,750.00**. Justin Garling has been appointed EMO in charge of the shop for **\$2,000.00** for the 2026 year. Ben Bartlett is appointed MEO in charge of Town wide drainage projects and controls for **\$2,250.00** for the year 2026. Scott Devlin is appointed building and grounds maintenance for **\$2,250.00** for the year 2026. Councilman Diamond moved to approve the recommendation. Seconded by Councilman Greco.

Vote 5 Yes No

TOWN HISTORIAN

A resolution offered by Councilman Diamond, seconded by Councilman Greco that Chris Davis is appointed Town Historian for the Town of Arcadia for the year 2026.

Vote 5 Yes No

REGISTRAR OF VITAL STATISTIC AND DEPUTY

A resolution offered by Councilman Diamond, seconded by Councilman Greco that Terresa Vastbinder of Newark, NY be appointed Registrar of Vital Statistics for the term January 1, 2026 to December 31, 2026, for both the Town of Arcadia and Village of Newark, and Madyson Vacchetto, Deputy Registrar for the Term January 1, 2026 to December 31, 2026.

Vote 5 Yes No

DEPUTY TOWN CLERK

The name of Madyson Vacchetto of Clyde, NY submitted by Town Clerk Teresa Vastbinder for acceptance as Deputy Town Clerk. Councilman Diamond moved to approve the recommendation. Seconded by Councilman Greco.

Vote 5 Yes No

2ND DEPUTY AND SUB REGISTRAR

The name of _____ of _____, NY submitted by Town Clerk Teresa Vastbinder for acceptance as 2nd Deputy Town Clerk and Sub Registrar. Councilman _____ moved to approve the recommendation. Seconded by Councilman _____.

Vote Yes No

BUILDING AND ZONING CODE ENFORCEMENT OFFICER APPOINTMENT

A resolution offered by Councilman Diamond, seconded by Councilman Greco to appoint Edward DeWolf, Jr. as Zoning Enforcement Officer for the Town of Arcadia for the year 2026.

Vote 5 Yes No

TOWN HEALTH OFFICER

A resolution offered by Councilman Diamond, seconded by Councilman Greco that Diane Devlin RN, MS, BSN, be appointed Town Health Officer for the year 2026.

Vote 5 Yes No

ANIMAL CONTROL OFFICER

A resolution offered by Councilman Diamond, seconded by Councilman Greco that Tracy Brown of Newark, NY be appointed Animal Control Officer for the Town of Arcadia for the year 2026.

Vacations and/or Sick Time –The Town Board will be responsible to find someone to fill in for Animal Control Officer.

Vote 5 Yes No

EXTRA CLERK HIRE

A resolution offered by Councilman Diamond, seconded by Councilman Greco that Supervisor Pisciotto be authorized to supervise the employment of all extra clerk hire. Heads of Departments are to request permission from the Supervisor before hiring extra help. The rate of pay for extra hire is established as follows: minimum of \$16.00 per hour. The head of each department is to stay within budget allotments.

Vote 5 Yes No

FIXING RATE OF MILEAGE FOR TOWN EMPLOYEES

A resolution offered by Councilman Diamond, seconded by Councilman Greco pursuant to the provisions of Section 102 of the Town Law that each Town Officer and employee using his/her automobile for Town business shall be entitled to receive for such travel expenses the current prevailing IRS rate per mile, for each mile actually and necessarily traveled by him/her in the performance of the duties of his/her duties of his office or position. However, this to be subject to audit and ending of each trip and the nature of such business performed on such trip, including toll charges.

Vote 5 Yes No

MEAL ALLOWANCE

A resolution offered by Councilman Diamond, seconded by Councilman Greco to authorize a Town Employee a meal allowance up to \$75.00 per day for his/her meals when an itemized receipt is provided to the town for reimbursement. Receipts for alcoholic beverages will be not be reimbursed.

Vote 5 Yes No

PERMISSION TO HIGHWAY SUPERINTENDENT

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Town Board of the Town of Arcadia has given its approval and does hereby authorize the Town Highway Supt. Kuhlman of the Town of Arcadia to purchase without prior approval such items as materials, tools, etc. in the amount not to exceed \$10,000.00 with approval of the highway committee.

Vote 5 Yes No

CLERK TO CODE OFFICER

A resolution offered by Councilman Diamond, seconded by Councilman Greco that Madyson Vacchetto be designated in the job title to clerk for the Code Enforcement Officer, and Clerk to the Planning and Zoning Board Meetings.

Vote 5 Yes No

TO HIRE EXTRA EQUIPMENT

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Town Board of the Town of Arcadia hereby authorizes the Town Highway Supt. Kuhlman to hire extra equipment in case of emergency to work on highways of the Town of Arcadia at a price not to exceed the hourly rate approved by the State Supt. of Public Works.

Vote 5 Yes No

PRICE FOR PURCHASE FOR SAND AND GRAVEL

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Town Board of the Town of Arcadia hereby authorizes the Town Highway Supt. Kuhlman to pay the several land owners at the rate of and not more than up to \$10.00 per yard for bank run gravel.

Vote 5 Yes No

BONDS

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the following bonds be issued to cover the following names of Town Officers:

David Greco	Deputy Supervisor	\$250,000.00
Hope Bush	Account Clerk	250,000.00
Terresa Vastbinder	Town Clerk	70,000.00
Madyson Vacchetto	Deputy Town Clerk	70,000.00
Thomas Kuhlman	Highway Supt.	70,000.00
Marah Williams	Town Justice	70,000.00
Keith Benjaman	Town Justice	70,000.00
Kendra Kuperus	Justice Clerk	70,000.00
Sharon VerHeecke	Tax Receiver	\$3,126,599.04

Copies of the Bonds are filed in the office of the Town Clerk.

SUPERVISOR BONDS

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the bond for Supervisor Piscioti fixed at **\$3,126,599.04** fund. The original bond is to be filed with the Town Clerk, Newark, NY.

Vote 5 Yes No

ANNUAL SALARIES FOR PUBLIC OFFICERS FOR THE YEAR 2025

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the maximum annual salaries of Town Officers for 2026 be fixed as follows and the Supervisor be directed to pay the salaries of each officer (bi-weekly) payroll for everyone in the manner provided by law;

Supervisor	\$29,689.00
Bookkeeper – Full Time	50,891.36
Town Councilman (4 @ 6,883.75)	27,535.00
Town Clerk	57,291.00
Receiver of Taxes	10,955.00
Town Justice (2 @ (21,294.00)	42,588.00
Sole Assessor	68,000.00
Town Highway Supt.	88,910.00
Town Historian	1,357.00
Animal Control Officer	7,280.00
Code Enforcement	36,513.00
Court Clerk	41,782.00
Health Officer	1,622.00

Vote 5 Yes No

HIGHWAY DEPARTMENT PERSONNEL

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Highway Dept. Personnel be paid up to the following hourly rates;

Motor Equipment Operator	\$30.47
Part Time MEO	\$16.00 – 25.00 ***
Full Time Highway Laborer	\$16.00 – 25.00 ***
New Personnel Full Time MEO	\$18.00 - 28.00 ***
Part Time Seasonal (student)	\$16.00

****Adjustable by the Town Board and Highway Supt. based on experience. ****

Vote 5 Yes No

HIGHWAY PAY SCHEDULE

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Town of Arcadia Highway Dept. schedule a 40 hour regular work week and to continue to pay time and a half for all hourly employees over 40 hours per week.

EX: 4 days @ 10 hrs per day.

Vote 5 Yes No

TOWN OFFICE PAY SCHEDULE

A resolution offered by Councilman Diamond, seconded by Councilman Greco that the Town of Arcadia Town Office personnel Schedule a 32.5 hour work week.

EX: 5 days @ 6.5 hours per day.

Vote 5 Yes No

STANDING COMMITTEES

Committee Appointments as per Supervisor Piscioti, First Names will be chairperson:

Landfill/Water Districts	Diamond/Gerbig
Highway.....	Gerbig/ Diamond
Legislation, Personnel & Salary	VanLaeken/Gerbig
Planning, Zoning Building, Trails & Grounds.....	Gerbig/Greco
Assessments and Insurance.....	VanLaeken/Diamond
Public Safety, Health and Fire.....	Greco/VanLaeken
Elections.....	VanLaeken/Diamond
Shared Services.....	Greco/VanLaeken

TAX RECEIVER TO INVEST MONEY

A resolution offered by Councilman Diamond, seconded by Councilman Greco authorizing the Receiver of Taxes to deposit tax monies in an interest bearing account.

Vote 5 Yes No

UTILITY PAYMENTS

A resolution offered by Councilman Diamond, seconded by Councilman Greco authorizing Supervisor/Bookkeeper to pay utilities, postage, freights and Health Insurance before Town Board Audit, per section 118. of Town Law.

Vote 5 Yes No

TEMPORARY ASSIGNMENT FOR JUDGES

Resolution was made by Councilman Diamond, seconded by Councilman Greco to consent to temporary assignment of its Justices to preside in other City/Town/Village courts in the Seventh Judicial District as needed during the year 2026.

Vote 5 Yes No

PLANNING BOARD APPOINTMENT

Moved by Councilman Diamond, seconded by Councilman Greco to reappoint Michael Greene and Christopher Jendrick to the Planning Board for the term beginning January 1, 2026 – December 31, 2030

Vote 5 Yes No

ZONING BOARD OF APPEALS APPOINTMENT

Moved by Councilman Diamond, seconded by Councilman Greco to reappoint Daniel Quagliata to the Zoning Board of Appeals for the term beginning January 1, 2026 – December 31, 2030

Vote 5 Yes No

BOARD OF ASSESSMENT REVIEW APPOINTMENT

Moved by Councilman VanLaeken, seconded by Councilman Diamond to appoint Peter Blandino to the Board of Assessment Review for the term beginning October 1, 2026 to September 30, 2031.

Vote 5 Yes No

PLANNING AND ZONING BOARD

Resolution offered by Councilman _____, seconded by Councilman _____ for Chairman of Zoning Board and Chairman of Planning Board to receive \$700.00 each (paid \$350.00 two times a year) and Board members receive \$600.00 each (paid \$300.00 two times a year)

Vote 5 Yes No

ENGINEERING FIRM DESIGNATE FOR 2026

Resolution offered by Councilman Diamond, seconded by Councilman Greco to designate the Engineering Firm of MRB Group P.C., as Town Engineer for the Year 2026.

Vote 5 Yes No

WAYNE COUNTY WATER AUTHORITY

Southwest Water Improvement Area, Water District Numbers 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17 and SW Water:

Water Service Connection	\$1600.00
Basic Service	\$35.00/Quarterly
Commodity Charge	\$6.00/1000 gal.

A resolution offered by Councilman Diamond, seconded by Councilman Greco approving the Wayne County Water Authority schedule of charges for the Southwest Water Improvement Area and Water Districts Number 2,3,4,5,6,7,8, 9,10 11,12, 15,16 and 17.

Vote 5 Yes No

PROCUREMENT POLICY

A resolution offered by Councilman Diamond, seconded by Councilman Greco approving Guideline 3, (b) to Less than \$10,000.00 but greater than \$1,000.00 requires an oral request for the goods and oral/fax quotes from two (2) vendors for the Procurement Policy.

Vote 5 Yes No

CODE OF ETHICS

A resolution offered by Councilman Diamond, seconded by Councilman Greco approving the current Town of Arcadia Code of Ethics Policy.

Vote 5 Yes No

CAPITALIZATION POLICY

A resolution offered by Councilman Diamond, seconded by Councilman Greco approving the current Town of Arcadia Capitalization Policy.

Vote 5 Yes No

INVESTMENT POLICY

A resolution offered by Councilman Diamond, seconded by Councilman Greco approving the current Town of Arcadia Investment Policy.

Vote 5 Yes No

RETURN CHECK FEE

A resolution offered by Councilman Diamond, seconded by Councilman Greco approving a return check fee up to \$35.00.

Vote 5 Yes No

STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS

A resolution offered by Councilman Diamond, seconded by Councilman Greco to approve a standard workday for elected and appointed officials for the purpose of determining reportable days to the NYS Employees' Retirement System.

Vote 5 Yes No

CELL PHONE REIMBURSEMENT

A resolution offered by Councilman Diamond, seconded by Councilman Greco to approve cell-phone reimbursement to Supervisor, Town Clerk, Code Officer and Highway Superintendent in the amount of \$56.00 per month.

Vote 5 Yes No

CLOTHING ALLOWANCE

A resolution offered by Councilman Diamond, seconded by Councilman Greco to Approve a clothing allowance for the Arcadia Highway Workers in the amount of \$550.00 per year.

Vote 5 Yes No

PETTY CASH FUNDS AND CHANGE FUNDS;

A resolution offered by Councilman Diamond, seconded by Councilman Greco to approve the following Petty Cash Funds /Change Funds designations for 2026:

<u>Department</u>	<u>Amount</u>	<u>Authorized Signatures</u>
Town Clerk	\$200.00	Terresa Vastbinder
Tax Receiver	\$400.00	Sharon Ver Heecke

Vote 5 Yes No

**Respectfully Submitted,
Terresa Vastbinder
Town Clerk**

DAVID K. HOU, ESQ.

dhoul@bsk.com

P: 585.238.3524

F: 585.362.4701

December 18, 2025

Dawn Piscioti
Town Supervisor
Town of Arcadia
201 Frey Street
Newark, New York 14513

Dear Supervisor Piscioti:

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 Arcadia ("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 Arcadia in relation to any and all legal services required by the Town. Such legal services include, but are not limited to, being available to respond to day-to-day questions and concerns regarding day-to-day operations of the Town and its constituent boards, assisting with responding to FOIL requests; Open Meeting Law issues; assisting the code enforcement officer, and other routine matters. It is our understanding that the Town may not require our in-person presence at regular meetings, but we would be happy to attend meetings as may be permitted by the terms of engagement below.

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 \$235.00/hr applicable to all attorneys, hourly rate of \$175.00/hr applicable to all paralegals, for all routine day-to-day municipal matters identified above.

We will apply an hourly rate of \$250.00/hr. (plus half time for travel) for all attorneys, for all passthrough projects.

We will apply an hourly rate of \$280.00/hr. (plus half time for travel) for all attorneys, for all litigation 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,

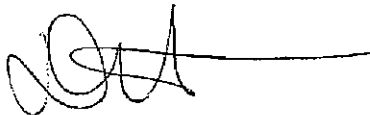
or as required under an applicable law. We retain records relating to professional services that we provide so that we are better able to assist the Town with its professional needs and, in some cases, to comply with professional guidelines. In order to guard its non-public personal information, we maintain physical, electronic, and other procedural safeguards that comply with our professional standards.

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: 1/6/2026

Teresa Vastbinder
Teresa Vastbinder

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.