



September 6, 2023

Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

74 Lafayette Avenue, Suite 501, Suffern, NY 10901
Tel: 845.357.4411

Re: Professional Engineering Services

To Whom it May Concern:

As you know, Brooker Engineering, PLLC a New York professional limited liability company (the “**Company**”) and the Village of Wesley Hills (the “**Consenting Party**”), are parties to that certain Professional Engineering Services dated as of 06/01/2023 , (the “**Agreement**”), a complete copy of which is attached hereto as Exhibit A.

This letter is to inform you that the Company intends to enter into a transaction in which Weston & Sampson PE, LS, LA, Architects, PC, a Massachusetts professional corporation (the “**Buyer**”), will purchase substantially all of the assets from the Company (the “**Transaction**”). Buyer and its affiliates offer interdisciplinary design, engineering, architectural and environmental services with office locations in 10 states and with 700 employees.

In connection with the Transaction and effective upon obtaining your consent, the Company and the Buyer intend on entering into an Assignment and Assumption Agreement, attached hereto as Exhibit B, by which the Company desires to assign, and Buyer desires to assume, all of the Company’s right, title, interest and obligations under the Agreement for the remainder of the term. The services currently being provided by the Company are the same services that will be provided upon the assignment of the Agreement, as are the individuals performing those services.

Pursuant to the Agreement, the assignment of the Agreement (and the Company’s rights, benefits, duties and obligations thereunder) by the Company to Buyer requires your consent. We are hereby notifying you of the impending transfer and requesting your consent to the assignment to, and assumption by, the Buyer of the Agreement and all of the rights, benefits, duties and obligations of the Company under the Agreement.

By signing this letter below, the Consenting Party consents to the assignment by the Company, and the assumption by the Buyer, of the Agreement and all of the Company’s rights, benefits, duties and obligations under the Agreement and agrees that the Agreement will remain in full force and effect notwithstanding the assignment of it to the Buyer by the Company.

Additionally, by signing below, the Consenting Party agrees and acknowledges that, as of the date hereof, the Agreement is in full force and effect and, to the knowledge of the Consenting Party, there is no default or event of default under the Agreement, nor any event or circumstance that, with the passage of time, the giving of notice, or both, would constitute such a default or event of default.

Please promptly sign below and return a copy of your executed letter via email to **ccarlino@brookerengineering.com** as soon as possible, but not later than the close of business on Friday, September 8, 2023. Also, please return the original of this letter to my attention at the address set forth above at your earliest convenience thereafter. Please feel free to call me at 845-357-4411 if you have any questions.

Thank you for your prompt attention to this matter.

Sincerely,



Brian Brooker
Manager, Brooker Engineering, PLLC

Acknowledged, agreed, and consented to as of
this ____ day of _____, 2023:

[CONSENTING PARTY]

By: _____
Name: _____
Title: _____

EXHIBIT A

Agreement

[See attached]



BROOKER ENGINEERING PLLC

NY OFFICE
74 Lafayette Avenue, Suite 501 845.357.4411 Tel
Suffern, NY 10901 845.357.1896 Fax

NJ OFFICE
22 Paris Avenue, Suite 105 201.750.3527 Tel
Rockleigh, NJ 07647

January 19, 2023

Honorable Mayor and Board of Trustees
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

Attention: Camille Guido-Downey

Re: Professional Engineering Services

Dear Mayor and Trustees:

We look forward to our re-appointment to serve the Village of Wesley Hills as your Engineering Consultant for the 2023 - 2024 term. We thoroughly enjoy working with the Village and look forward to continuing our good relationship for years to come.

Matthew Trainor will be your primary engineering representative.

Attached is our updated 2023 Village Consulting Fee Schedule.

Please indicate your acceptance by signing below and returning to our office at your earliest convenience. We look forward to working with you again.

Very truly yours,

BROOKER ENGINEERING, PLLC
Brian Brooker, P.E.
Principal

Name

Title

Signature

Date

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BROOKER ENGINEERING PLLC

NY OFFICE
74 Lafayette Avenue, Suite 501 845.357.4411 Tel
Suffern, NY 10901 845.357.1896 Fax

NJ OFFICE
22 Paris Avenue, Suite 105 201.750.3527 Tel
Rockleigh, NJ 07647

Wesley Hills Fee Schedule Effective June 1, 2023-May 31, 2024

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal Engineer P.E.	\$221.00
Engineer, P.E.	\$194.00
Matthew Trainor, P.E.	\$180.00
Engineer	\$162.00
Construction Field Review	\$138.00
CADD Drafter/Technicians	\$126.00
Engineering Intern	\$ 75.00
<u>SURVEYING</u>	
2-Man Survey Crew	\$232.00
Crew Chief	\$169.00
Instrument Man	\$120.00
Licensed Surveyor, P.L.S.	\$203.00

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EXHIBIT B

Assignment and Assumption Agreement

[See attached]

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (“**Assignment**”) is made and entered into to be effective on and after 12:01 a.m. Eastern Time on August 11, 2023 (“**Assignment Date**”), by and between Brooker Engineering, PLLC a New York professional limited liability company (the “**Assignor**”) and Weston & Sampson PE, LS, LA, Architects, PC, a Massachusetts professional corporation (“**Assignee**”),

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Assignee will purchase certain Acquired Assets, including the Contracts (each of which are defined in the Purchase Agreement);

WHEREAS, Assignor is a party to the Contracts to be assigned hereunder and which are listed on Schedule 3.11(a) to the Purchase Agreement; and

WHEREAS, in connection therewith, Assignor desires to assign all of its rights and obligations in and to the Contracts to Assignee and Assignee desires to assume all of Assignor’s obligations thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and in the Purchase Agreement, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the same meaning as used in the Purchase Agreement.
2. Assignment. Assignor does hereby grant, sell, convey, transfer, set over, deliver and assign unto Assignee, its successors and assigns, all of Assignor’s legal and equitable rights, privileges, interests, duties and obligations in, to and under the Contracts as of the Assignment Date, *provided however*, that it is understood and agreed that this Assignment will not transfer any Contracts for which consent to assignment is required until such time that consent has been obtained, such Contracts pending consent are governed under the Management and Services Agreement between the parties of even date hereto.
3. Assumption. Assignee hereby accepts the foregoing assignment of the Contracts and hereby assumes and agrees to keep, pay and perform from and after the Assignment Date all of Assignor’s duties, responsibilities and obligations with respect to the Contracts as of the Assignment Date.

4. Successors and Assigns. Subject to the foregoing, this Assignment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and legal representatives.

5. Indemnification by Assignor. Assignor hereby agrees to defend, indemnify and hold Assignee, its members, managers, employees and agents, harmless from and against any loss, claim, damage or expense (including court costs and reasonable attorney's fees) resulting from any act or failure to act of Assignor under the Contracts prior to the Assignment Date, all as more fully set forth in Section 8.1(a) of the Purchase Agreement.

6. Indemnification by Assignee. Assignee hereby agrees to defend, indemnify and hold Assignor, its officers, directors, employees or its agents, harmless from and against any loss, claim, liability, damage or expense (including court costs and reasonable attorney's fees) resulting from any act or failure to act of Assignee under the Contracts after the Assignment Date, all as more fully set forth Section 8.1(b) of the Purchase Agreement.

7. Further Assurances. Each of the parties hereto hereby further agrees at any time and from time to time, and without additional consideration, to execute, acknowledge and deliver to the other any and all such further instruments and assurances, and to perform such further acts, as may reasonably be necessary or desirable by such other party to more fully effectuate the assignment and assumption contemplated hereunder and to vest in Assignee full right, privileges and interest in and to the Contracts.

8. Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter hereof.

9. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

10. Severability. In the event that any provision, or portion thereof, of this Assignment is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision will be deemed to be severable as to that jurisdiction (but, to the extent permitted by law, not elsewhere) and will not affect the remainder of this Assignment, which shall continue in full force and effect. If any provision of this Assignment is held to be so broad as to be unenforceable, such provision will be interpreted to be only so broad as is necessary for it to be enforceable.

11. Counterparts. This agreement may be executed in counterparts, all of which shall be deemed originals and constitute one instrument. Any signature to this Agreement and on the Related Agreements delivered by electronic facsimile transmission or email PDF scan will be deemed to be delivery of an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of the Contracts as of the Assignment Date.

ASSIGNOR:

Brooker Engineering, PLLC

By: _____

Name: Brian Brooker

Title: Managing Member

ASSIGNEE:

Weston & Sampson PE, LS, LA, Architects,
PC

By: _____

Name: Francis M. Ricciardi

Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of the Contracts as of the Assignment Date.

ASSIGNOR:

Brooker Engineering, PLLC

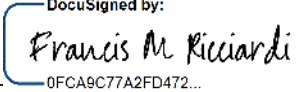
By: _____

Name: Brian Brooker

Title: Managing Member

ASSIGNEE:

Weston & Sampson PE, LS, LA, Architects,
PC

By:  _____
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Name: Francis M. Ricciardi

Title: President