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December 29, 2021

Via email: supervisor@ulysses.ny.us
Nancy Zahler, Supervisor
Town of Ulysses
10 Elm Street
Trumansburg, NY 14886

Re: Retainer Agreement for Legal Services

Dear Supervisor Zahler and Town Board Members:

This is to confirm our recent conversation with you, and to thank you for the request that this Firm represent the Town of Ulysses (hereinafter collectively as "Town") beginning January 6, 2022.

Scope of Representation

Our representation of the Town applies to the vast majority of the legal services which may be performed for the Town, including attendance at Town Board, Planning Board, and Zoning Board of Appeal meetings, as well as legal research and opinions on legal matters facing the Town, counsel on a daily basis to Town Board members, Town officials and employees, the preparation for and handling of routine Justice Court trials for Code Enforcement and Dog Control violations, and numerous other services. To the extent we can be excused from meetings which have no pending legal issues, this will keep control of the cost of legal services. For those meetings, I can always be available by phone.

Firm Representation

While I will be primarily responsible for your case, other lawyers in the firm may from time to time be involved in the event I am out of town or otherwise unavailable. Should I be unavailable when you call, please feel free to refer any questions to my legal assistant. If she is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

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Cooperation

We will need your cooperation in this matter. This may include provision of documents, preparation of letters, passage of resolutions, attendance at meetings, etc. We will endeavor to coordinate this with your schedule in order to make this as little an imposition as possible. However, this cannot always be done.

Billing Basis

We will provide a detailed review of our services in our monthly invoices, which are the most informative representation of the work we perform for the Town.

Billing Rates

The legal services rendered to you in this case will be based on a rate of up to \$250.00 per hour for partners, \$220.00 for associates, and \$180.00 an hour for the time of paralegals. Attorney fees may be written up or down depending on the expertise required of the attorney providing services. These rates may be modified over time, but we will, of course, inform you prior to our rates increasing. Our statements to you will reflect the rates in effect at the time of billing. Statements for legal services and expenses will be forwarded to you on a monthly basis unless you prefer otherwise.

Notice of Arbitration

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, you do have the right to demand arbitration against us in an effort to resolve such fee dispute. In the unlikely event that a fee dispute arises, and you notify us of your intention to arbitrate, at your request, we will provide them with the appropriate forms to file to implement their right to arbitrate.

Travel Time

In the event any travel is required on your behalf, such time may be charged at the hourly rate, plus mileage and travel expenses, if applicable. Travel time and distance would be measured from our nearest physical office location.

Efforts on Your Behalf

We will strive to complete your work as expeditiously as possible and at a fair and reasonable cost to you. We do represent other clients, and there will be times when we will be giving your work priority over others. But the converse is true, and we trust that you will understand if reasonable delays occur in completion of your work.

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Termination

You shall at all times have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

If you have any questions about these terms, please let me know. Otherwise, if they are acceptable to you, I would appreciate you signing a copy of this agreement and sending it back to me via email or US Mail.

We appreciate the opportunity to be of assistance to you, and look forward to working with the Town of Ulysses.

Sincerely,

COUGHLIN & GERHART, LLP



By Nathan D. VanWhy
Partner

NDV/kjg

**ENGAGEMENT AGREEMENT AND FEE SCHEDULE ACCEPTED AS PRESENTED
HEREIN ON BEHALF OF THE TOWN OF ULYSSES:**

By: _____

Date: _____