

January 6, 2024

Via Email: BHoldridge@thetownofchester.org
Supervisor Brandon Holdridge
Town of Chester
1786 Kings Highway
Chester, NY 10918

Re: Town of Chester – Legal Services Retainer Agreement – 2024

Dear Supervisor Holdridge:

I am honored to be appointed to serve as Attorney to the Town of Chester. Please allow this letter to serve as our formal retainer agreement in accordance with our prior legal services proposal.

SCOPE OF REPRESENTATION

Our office will provide general legal services to the Town of Chester as outlined below.

Chester General File:

Representation shall include:

- Drafting legal documents and preparation of legal opinions as needed by the Town
- Conducting legal research as requested. Please note, our office has a full subscription to the New York Lexis Advance Library providing us access to all New York case law, status and regulations as well as other resources. We view this cost as a general overhead cost and do not pass research costs on to the clients.
- Appearing at meetings of the Town Board as is necessary and providing legal advice to the Town Board.
- Reviewing and advising on existing Town policies such as personnel and procurement as requested.
- Preparing local law packages and advising the Board through the local law process.
- Advising the Town during annual assessment and budget cycles.
- Advising and prosecuting code enforcement matters.
- Advising the Town as to local, state and federal regulatory compliance.
- Advising the Town Board as to Comprehensive planning and zoning matters.

Please note that our office recommends the Town engage separate labor and bond counsel. From our discussion, it appears that the Town has already engaged counsel in those areas. We further understand that the Town of Chester has separate counsel to advise the Planning Board and Zoning

Board of Appeals. As such this agreement does not include representation of either of those boards. Our office will however coordinate with the respective counsel as may become necessary.

Representation also does not include any litigation efforts which shall be the subject of a separate retainer agreement and will be billed on an hourly basis.

FEES:

Our fees would be structured as follows:

General File:

- \$ 2,800 per month plus disbursements per the annexed fee schedule for the first 15 hours of billable time.
- For each hour beyond 15 hours in a month, the Town will be billed as follows:
 - Elizabeth Cassidy - \$ 200.00 per hour
 - Celeana Cotto, Legal Assistant - \$ 75.00 per hour.
- Our office recognizes that there will be some months where less than 15 hours of legal service is required. Our office will apply the difference to a subsequent month when legal services exceed 15 hours. For example, if our office bills 12 hours in June, but bills 18 hours in July, our office will apply the three unused hours from June to the July invoice.

Code Enforcement before the Justice Court:

In the event the Town wishes me to prosecute code enforcement matters such as local code violations or uniform code violations before the Justice Courts such work will be billed at \$ 200.00 per hour.

Litigation:

- Litigation files such as Article 78 proceedings, tax certiorari, or any litigation commenced by the Town) will be the subject of separate retainer agreements at the following rates:
 - Elizabeth Cassidy: \$ 250.00 per hour
 - Celeana Cotto, legal assistant: \$ 100.00 per hour

Any costs or expenses such as filing fees in excess of \$ 100.00 will be billed directly to the Town. Our office will submit a detailed invoice setting out the time spent together with a voucher each month. The Town shall provide our office with a Form 1099 each year.

This fee arrangement is subject to reevaluation if the time required to represent the Town warrants an alternate fee arrangement. Such an alternate fee arrangement shall be subject to approval by the Town Board.

ATTORNEYS:

Our office reserves the right to hire staff and attorneys as necessary to effectively represent the Town. Such staff and attorneys will be billed at rates equal to or lower than those set forth in this agreement.

CONFLICTS OF INTEREST:

There may be, albeit rare, instances where a conflict of interest arises. In such instances, I will need to recuse myself and have the Board appoint special counsel. Our office does not currently represent clients appearing before any of the Town of Chester boards. Our office will not accept any such representation.

I will advise the Board that I currently serve as Village Attorney for the Village of Florida. In the event there is a dispute between the Town of Chester and the Village of Florida which will most likely concern Glenmere Lake, the dam or the Village's water treatment plant, I will recommend that special counsel be appointed if such dispute arises.

COMMUNICATION WITH THE FIRM

Your primary contact on this matter will be Elizabeth K. Cassidy. We will endeavor to keep you fully advised with respect to the significant events occurring during the course of the representation. The Law Office of Elizabeth K. Cassidy communicates with its clients by telephone, mail, fax, e-mail and personal contact. You should be aware that communication by e-mail is not a secure means of communication and it is possible that others may have access to our communications by this method. If you have concerns about the confidentiality of email communication and prefer not to utilize this method of communication, please let us know. We will send you pleadings, documents, correspondence and other information throughout the representation either electronically or in paper format.

Please note that correspondence sent by this firm to the Town Board are privileged communications and should not be shared with third parties without discussion with us.

Our office will provide copies of our work done on behalf of the Town in electronic form unless otherwise requested. Documents which are privileged and confidential will be conspicuously marked as such.

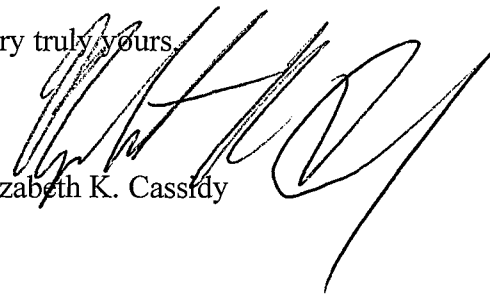
ARBITRATION

In the event a dispute arises regarding our fees, you may have the right to arbitrate the dispute under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

TERMINATION OF THE RELATIONSHIP

Our representation will until otherwise agreed in writing. In the event fees earned under this agreement are not remitted in a timely fashion, this office reserves the right to withdraw from this representation, subject to the requirements of the New York Code of Professional Responsibility and the applicable rules of the tribunal in question.

Very truly yours,


Elizabeth K. Cassidy

Agreed and Accepted:

Brandon Holdridge, Supervisor.

SCHEDULE OF FEES

Elizabeth K. Cassidy, Esq.	\$ 200.00 per hour
Paralegal	\$ 100.00 per hour
Legal Assistant	\$ 75.00 per hour

Postage/Federal Express/UPS	At Cost
Travel (beyond that to and from Town Hall)	Applicable hourly rate plus any costs (tolls, parking, etc)

Photocopies/facsimiles	The cost of routine photocopies is generally not charged to the Town. In the event a project requires significant copying, our office reserves the right to send such copying to an outside printer and pass the cost on to the Town.
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Miscellaneous expenses not described above	At cost
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