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December 27, 2023

VIA EMAIL – supervisor@townofnewlebanon.com

Tistrya Houghtling, Supervisor
Town of New Lebanon
PO Box 328
New Lebanon, NY 12125

Re: Retainer for Legal Services

Dear Supervisor Houghtling:

It has been our pleasure to provide legal services to the Town of New Lebanon for the past several years, and we are proposing to continue to do so during 2024. If approved by the Board, this letter will serve as our written retainer agreement and provide for the terms under which we will proceed to handle both general municipal law matters and municipal litigation matters. The terms of this written retainer agreement will apply during 2024, as well as thereafter, so long as the Town continues to utilize our services, until a revised written retainer agreement containing different terms is executed both by us and on behalf of the Town.

For general Town matters, excluding litigation matters, we will provide legal services to the Town of New Lebanon, subject to the following provisions. The scope of such general Town matters includes:

- (1) Attendance at meetings at the direction of the Town Board.
- (2) Review of contracts, and submission of revisions and suggestions to the Town Board.
- (3) Assist in the development, preparation, and review of draft ordinances, local laws, or other legislation.
- (4) Assist in the development, preparation, and review of resolutions.
- (5) Render legal opinion and advice to the Town Board and other Town officers as to the legality and legal consequences of proposed courses of action.

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These general Town legal services will be provided to the Town on an hourly basis at an hourly rate of \$195.00 per hour for attorneys, and \$100.00 per hour for paralegals, both of which will be billed in quarter-hour increments.

For legal services pertaining to municipal litigation matters, time will be billed on a monthly basis at the rate of \$225.00 per hour for attorneys, and \$100.00 per hour for paralegals, also billed in quarter-hour increments. For this retainer agreement, municipal litigation matters will not include code enforcement proceedings in Town Court. Such code enforcement proceedings will be handled under the general Town legal matters discussed above.

In addition to legal fees, our representation of you may require certain incidental charges for disbursements, auxiliary services and facilities (including such items as telephone toll calls, telecopy, photocopying, travel expenses, overtime charges for staff, postage and delivery services and similar items). For some smaller items, such as filing fees, we will simply charge your account and include the item on your statement. Where any substantial charge is involved, we may ask you to advance the necessary sums to us.

It is our practice to render statements from time to time for services performed and incidental charges recorded in our clients' account. In general, we bill on a monthly basis and provide you with a statement which sets forth the date on which services were rendered, the amount of time spent, and a description of the services. However, on occasion, time, disbursements or other charges may not be reflected on a statement for several months. Our payment terms are net 30 days, and we reserve the right to charge a late payment penalty of one and one-quarter percent (1.25%) per month for any bills not paid on a timely basis.

Our responsibility to proceed with this matter will begin when we receive from you a signed copy of this retainer letter and is also dependent upon your continued satisfaction of your responsibilities with respect to our representation as described on the enclosed New York State Bar Association Statement of Client Responsibilities.

Our representation may be terminated prior to the conclusion of the matter by you, or by us, subject to the rules of professional responsibility, upon written notice. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. Upon such payment, you are entitled to your file materials upon request. It is our policy to generally retain file materials for no longer than seven years, however, we will make reasonable efforts to contact you prior to destroying your file.

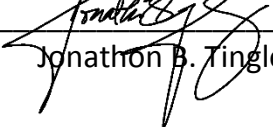
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In the event that a dispute arises between us relating to the firm's fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which we will provide to you upon your request.

If the foregoing is acceptable, please sign and return the enclosed copy of this letter. I look forward to continuing to work with you in connection with this matter.

Very truly yours,

GILCHRIST TINGLEY, P.C.

By: 
Jonathon B. Tingley

Accepted and Agreed to this _____
day of _____, 2024.

TOWN OF NEW LEBANON

Tistrya Houghtling, Supervisor

Enc.

NEW YORK STATE BAR ASSOCIATION

STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.