

SUSAN H. BROCK

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January 6, 2017

Supervisor Jason Leifer
Town of Dryden
93 East Main Street
Dryden, NY 13053

Re: Engagement Letter for Legal Services

Dear Supervisor-Elect Leifer:

This will confirm the terms on which the Town of Dryden is retaining me to provide legal services as an Attorney for the Town.

My hourly rate for these services is \$200, which is unchanged from the rate charged to the Town in 2015 and 2016. Any paralegal time will be billed at \$110/hour. In the event that work requested by any individual is anticipated to require more than one hour of work, I will request prior authorization from the Town Supervisor or Town Board. All time, including but not limited to meetings, telephone calls, document drafting, court and administrative appearances, research, and out-of-county travel will be billed on an hourly basis, to the nearest one-tenth of an hour. In addition to my time charges, I will bill for my actual disbursements, including but not limited to photocopying in bulk, any out-of-town travel expenses, any court filing fees, and other miscellaneous out-of-pocket expenses.

I will submit monthly bills showing a detailed description of services and a breakdown by day as to how much time was spent on Town matters. The bills will also show an itemization of disbursements for which the Town is being charged. Upon the Town's request, I will provide separate bills for specific matters.

In the event that a dispute arises between us relating to my fees, the Town shall 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 will be provided to you upon request.

The Town may terminate my representation at any time with or without cause by notifying me in writing of its desire to do so. Upon receipt of the notice to terminate representation, I will cease all legal work on the Town's behalf immediately. The Town will be responsible for paying all legal fees and expenses incurred until written notice of termination is received by me.

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At the conclusion of my representation of the Town, I will work with the Town Clerk and Town Supervisor to determine which files to transfer to the Town's possession. I will then retain any of its legal files still remaining in my possession for a minimum period of six years. I reserve the right to charge administrative fees and costs associated with retrieving, copying and delivering such files.

If the foregoing accurately describes our agreement, please sign this letter and please return a copy to me.

Please do not hesitate to discuss with me any questions you may have about this letter or any future bills. I have very much enjoyed working with the Town and look forward to my continued work with the Town.

Sincerely,



Susan H. Brock

Signature: _____

Date: _____