

SUSAN H. BROCK

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January 6, 2020

Supervisor Rod Howe
Town of Ithaca
215 N. Tioga St.
Ithaca, NY 14850

Mayor Svante L. Myrick
City of Ithaca
108 E. Green St.
Ithaca, NY 14850

Supervisor Jason Leifer
Town of Dryden
93 E. Main St.
Dryden, NY 13053

Re: Engagement Letter for Legal Services

Dear Supervisor Howe, Mayor Myrick, and Supervisor Leifer:

This will confirm the terms on which the Town of Ithaca, City of Ithaca, and Town of Dryden are retaining me to provide legal services as the attorney for the Ithaca Area Wastewater Treatment Facility.

Beginning January 1, 2020, my hourly rate for these services will be \$225.00. Since 2011, my hourly rate for IAWWTF work has remained unchanged at \$170. This increase will bring my IAWWTF rate into line with my standard municipal rate. If one uses the past three years as a guide, the increased rate will result in annual increased legal fees of between \$325 and \$3,100. The range is due to the fact that the amount of work I perform for the IAWWTF varies considerably by year.

Any paralegal time (which has not been necessary for many years, if ever) will be billed at \$125/hour. 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 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 IAWWTF matters. The bills will also show an itemization of disbursements for which the IAWWTF is being charged. Upon the IAWWTF's request, I will provide separate bills for specific matters.

In the event that a dispute arises between us relating to my fees, the IAWWTF/municipal owners 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.

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

At the conclusion of my representation of the IAWWTF, I will work with the Special Joint Committee Chair to determine which files to transfer to the IAWWTF's/municipal owners' possession. I will then retain any of their 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, each of you will need to sign this letter after your respective governing body approves it. Once that has occurred, please return a copy to me. This letter may be signed in separate counterparts, any one of which need not contain the signature of more than one party, but all of which taken together will constitute one and the same agreement.

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 three municipalities and IAWWTF staff and look forward to my continued work with you and them.

Sincerely,



Susan H. Brock

TOWN OF ITHACA

By: _____
Rod Howe, Supervisor

Date: _____

CITY OF ITHACA

By: _____
Svante L. Myrick, Mayor

Date: _____

TOWN OF DRYDEN

By: _____
Jason Leifer, Supervisor

Date: _____