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November 19, 2024

Town of Lansing
29 Auburn Road
Lansing, New York 14882

Re: 2025 Engagement Agreement for Legal Services

Please let this letter and the submitted standard municipal terms and conditions and Statement of Client Rights outline the general terms whereby Guy K. Krogh, Esq. is engaged as an Attorney for the Town to provide legal advice and services to the Town Supervisor, the Town Board, the Planning Board, or the Board of Zoning Appeals, and any other public officers or official bodies and committees of the Town when so approved or directed by the Town Board or Supervisor. This engagement and agreement are made effective January 1, 2025.

Fees for services performed by the Attorney (and his firm) will be based upon the amount of time devoted multiplied by the appropriate hourly billing rates. The Attorney's standard rate for 2025 is \$400 per hour, and municipal clients are provided with a 25% discount upon such rates. Thus, for this Agreement, billing rates for 2025 for attorneys is agreed at \$300.00 per hour, and paralegals will be billed at \$200.00 per hour. However, not all time will be deemed billable or be billed by the Attorney, who may exercise his discretion to "no charge" any time and billing entries. The Attorney will also not bill for any time incurred for responding to any billing inquiries that may arise, nor for time incurred concerning the terms of employment of the Attorney.

The Attorney will incur various costs and expenses in performing services including, but not limited to, filing fees, subpoena and service of process fees, reporting and transcription expenses, postage, courier delivery expenses, long distance telecommunications (only overseas calling), document reproduction and printing expenses, travel expenses (one-way only), and computer assisted legal and factual research expenses. While routine day-to-day expenses for these items are built into the regular billing rate, the Town and Attorney agree extraordinary projects sometimes arise that require, for example, copying hundreds or thousands of pages, and such matters be billed by the Attorney and reimbursed by the Town.

The Attorney will provide the Town with copies of such correspondences and documents as will keep the Town apprised of the status of each matter being handled by the Attorney, and the Attorney will endeavor to advise the Town as to any and all risks and expenses that any proposed course of action or conduct may entail so that the Town may weigh its alternatives and make a decision that is in the best interests of the Town and its constituents.

Yours, etc.

Guy K. Krogh, Esq. ("Attorney")

The Town has reviewed and understands this Agreement. The Town has had an opportunity to ask any and all questions it may have pertaining to this Agreement and has had each such question answered to its full satisfaction and understanding. Accordingly, this engagement and agreement are made effective the date stated above.

Town of Lansing ("Town")

THALER & THALER, P.C.

STANDARD TERMS AND CONDITIONS FOR MUNICIPAL ENGAGEMENTS AND EMPLOYMENT AS SPECIAL OR GENERAL COUNSEL

- 1. THE CLIENT** - The client is the municipality specified in the engagement letter, the attorney's professional responsibility extends only to the client, and representation does not extend to individual municipal officers and employees (except when permitted by law and approved by the governing board).
- 2. HOURLY RATES & FEES** - Fees for services will be based upon the amount of time devoted by the individuals performing the services calculated at agreed hourly rates. The hourly rate may change on 60 days' notice. Time will be billed in tenths of an hour and will include any time used in relation to the engagement, including for meetings, calls, conferences, letters, emails, reviews, preparation, editing, research, the drafting or issuance of opinions, resolutions, laws, ordinances, policies, replies, or memorandums, assisting or conducting environmental reviews, advising upon personnel and operational matters, municipal finance and laws, matters of litigation (advisory only), other preparation time, travel, and the performance or delivery of other general services. The Attorney may incur and bill for various costs and expenses in relation to filings, postage, deliveries, reproductions, printing, travel, and research, as referenced in the engagement letter.
- 3. PAYMENT & FEE DISPUTES** - We will send a monthly invoice payable upon a net-45 basis. If legal action is required to collect any amounts due, the costs of collection, including interest at the statutory contract rate and legal time, billed at the rates set forth for this agreement, shall be paid to the Attorney as if they were fees under this Agreement. In the event of any fee dispute you have the right to seek arbitration, and the attorney will comply with notice and other provisions of Part 137 of the Rules of the Chief Administrator in this respect, including by providing a copy thereof upon request.
- 4. CLIENT COPIES & DOCUMENT RETENTION NOTICE** - You have the right to be provided with copies of all documents prepared or reviewed by us, but you agree that we may exercise discretion as to which documents to deliver to keep you reasonably informed. We maintain files and records for 10 years after the date of termination of services. After such time, all records are safely destroyed to prevent capture or reconstruction by third parties. It is your sole responsibility to retrieve your file after closure should you desire to retain any portion thereof.
- 5. INSURANCE & TAXES** - We undertake no duty to advise you or ascertain whether there is or may be insurance coverage or indemnity agreements that may cover any claim, loss, or expense incurred by you unless we are expressly engaged for such a purpose. We also will not provide tax advice upon any matter unless expressly engaged to provide a tax opinion upon the matter, and you are encouraged to consult with your own CPAs, auditors, and advisors for tax advice.
- 6. EXPERTS** - We may need to hire outside experts, consultants, or accountants for your matter, and this will only occur with your prior approval and upon your agreement to pay these costs upon a direct-billed basis.
- 7. TERMINATION** - This relationship ends upon the delivery of an invoice marked as a final bill, unless we specifically agree otherwise in writing. In addition, you agree that we may withdraw and terminate this relationship in the event you fail to cooperate, engage in any conduct which would make it inappropriate to continue representation, or fail to make payments when due. If we must make an application to withdraw, you agree that non-payment is good cause for withdrawal. You may terminate this relationship at will. Regardless of the method of termination, you remain responsible for all fees up to the date of termination, including any fees incurred for termination, to substitute new counsel, or for post-termination advice or services, including the provision of historical events, archiving, and document searches and retrieval. If, after termination of representation, there is any change in the law that could affect you or your interests, we undertake no responsibility to advise of the same unless specifically engaged (or reengaged) to do so.
- 8. ELECTRONIC COMMUNICATIONS** - We utilize digital telephonic and communication systems that make use of the internet and wireless systems to deliver communications, work produce, and services. You are advised that these digital platforms carry unique risks, such as accidental, unlawful, or improper use or interception, and the transmission of viruses, malware, and other deleterious codes. Unless limited as to the use of any one or more of such technologies by written notice delivered to us, we are authorized to use and communicate through such mediums.
- 9. PRIVACY POLICY** - Certain federal and state laws require privacy notices, and we thus advise that we do collect non-public records and personal information about you that you provide or authorize us to obtain. We do not disclose any such information absent your consent, unless required under applicable law. We protect access to records electronically and otherwise in a manner as complies with law, and we do not transfer, sell, or use any personal information to assist or promote the sale of our or any third-party products or services.
- 10. CONFLICTS** - We represent and will in the future represent other clients and municipalities. Some of them may have interests that may be or become contrary to your interests. We cannot enter into this engagement if we are unduly restricted from keeping and engaging clients in a small marketplace, and thus you confirm that we may undertake adverse representations so long as: (i) it is not material or directly adverse to you; (ii) the lawyers engaged in your matter are not

engaged in such other matter; (iii) appropriate measures are taken to assure that non-public proprietary and confidential information about your matters and interests are not transmitted to lawyers or others involved in such other matter. If these standards are met you affirm and hereby waive any conflicts of interest that exist or may be asserted, including other claims that may preclude, challenge, or otherwise disqualify us from providing services in such other matters or to such other clients. This provision shall not be interpreted in a manner that violates any rules or canons of ethics, or the duty of loyalty owed to you, and you affirm that this consent is voluntary, fully enforceable, and may be duly relied upon by us.

11. STATEMENT OF CLIENT'S RIGHTS - (Mandatory disclosure form under New York State Law)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the conference and prior to the signing of a written retainer agreement, as well as clarifying the use event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin, or disability.

12. STATEMENT OF CLIENT'S RESPONSIBILITIES - (Informational Statement Adopted by the New York State Bar Association)

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 should be one of complete candor and the client should apprise the lawyer 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 to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving 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, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.

8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.

9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.

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 a suitable working relationship with the client is not likely.

13. CLIENT UNDERSTANDINGS - You are made aware that varying facts and circumstances call for a legal judgment, and that there is often no specific or unanimous "correct" answer. We will exercise our best judgment in all cases and provide services that are consistent with law and controlling or persuasive legal precedents, and that will minimize the risk and expense to the client. However, despite our best efforts, there is no assurance or guarantee of the outcome of any matter, the length of time it may take to resolve any matter, or the costs or fees which may be incurred to attempt to resolve any matter. You further agree you have had or been provided with an opportunity to have this Agreement reviewed by an independent advisor or counsel, and that you have otherwise reviewed and understand these terms and the Statement of Client Rights. You further acknowledge that you have had an opportunity to ask any and all questions you may have had pertaining hereto, and that each such question answered to your full satisfaction and understanding, and that your signature on the engagement letter signifies your assent to these terms