

**2021 AGREEMENT as to LEGAL REPRESENTATION between the
TOWN OF ENFIELD and GUY K. KROGH, ESQ.**

This agreement (the "Agreement") is made between the undersigneds as of January 1, 2021.

The Town of Enfield, with its offices at 168 Enfield Main Road, Ithaca, New York 14850 herein, (the "Town"), has requested that Guy K. Krogh, Esq., 309 North Tioga Street, Ithaca, New York 14850 (the "Attorney"), of Thaler & Thaler, P.C., provide services to the Town as an Attorney for the Town, and accordingly the Town hereby engages said Attorney to provide legal services to the Town at the request of the Town Supervisor, the Town Board, the Planning Board, or any other official of the Town, including, but not necessarily limited to:

- Preparing and reviewing necessary or desired legal documents primarily regarding municipal agreements, the Town Law and general municipal law, tax and real estate matters, litigation, personnel issues, and other matters of Town business;
- Attending Town Board, Planning Board and Zoning Board of Appeals Meetings upon request;
- The provision of such other or further legal services as the Town may desire or request.

Fees for services performed by the Attorney, and his associates and employees, (herein, the "Fees") will be based upon the amount of time devoted by the individuals performing the services, multiplied by those individuals' respective hourly billing rates. For this Agreement, billing rates for 2021 are as follows: Attorney - \$225.00 per hour; Paralegal - \$125.00 per hour (the "Fees"). Hours will be billed in minimum increments of a tenth of an hour. Hourly rates apply to all time expended relative to Town matters, including but not limited to:

- Meetings and conferences;
- Telephone calls and telephonic conferences, either placed by or placed to the Town, or otherwise made or had on the Town's behalf or related to Town matters;
- Preparation, review and revision of correspondence and documents, memoranda, or papers relative to Town matters;
- Legal research;
- Court appearances and court conferences;
- Preparation time for any meeting or court matters;
- Travel time; and
- Any other time expended on behalf of or in connection with Town matters that are traditionally billed in the Attorney's business.

However, not all time will be deemed billable or will be billed by the Attorney, who may exercise his discretion to "no charge" any time and billing entries. The Attorney will not bill for any time, charges or expenses incurred for responding to any billing inquiries that may arise, nor will the Attorney bill for any time, charges or expenses incurred for the negotiation or drafting of any documents 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, document reproduction and printing expenses, travel expenses, and computer assisted legal and factual research expenses. The Town agrees to reimburse the Attorney for any such costs and expenses actually and necessarily incurred by the Attorney on behalf of the Town. Such costs and expenses shall be deemed and billed as Fees under this Agreement.

The Attorney will provide the Town with copies of all correspondences, documents, and pleadings, and will keep the Town apprised of the status of each matter being handled, in whole or in part, by the Attorney. The Town has sole discretion in determining whether to terminate the Attorney's representation at any time, for any or no reason.

While the Attorney and his firm seek to avoid fee disputes with the Town, and encourage open discussion to resolve any fee disputes, the Town is advised that it has the right, at its election, to seek arbitration to resolve any fee dispute. In such event, the Attorney shall advise the Town in writing by certified mail that the Town has 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and the Attorney shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both the Attorney and the Town. The Town is referred to Part 137 of the Rules of the Chief Administrator of the New York State Courts for more information about arbitration. At any time, even if there is no fee dispute, the Attorney will forward the complete text of Part 137 to the Town.

The Attorney also has the right to withdraw from representing the Town in the event of the Town's failure to communicate or cooperate in the provision of legal services, or if the Town engages in any conduct which would make it inappropriate to continue representation, or if any bill rendered for Fees remains unpaid, in part or in full, for a period of 90 or more days after such bill is delivered to the Town.

The Attorney will send the Town an invoice every month, or more or less frequently, upon request of the Town.

The Town is hereby made aware that in the provision of municipal legal services there are often facts and circumstances that call for a legal judgment and for which there is no specific or unanimous "correct" answer. The Attorney shall exercise his best judgment in all cases and at all times to provide legal services and advice that are consistent with law and controlling or persuasive legal precedents, and that will minimize the risk and expense to the Town. Despite these best efforts, the Town acknowledges that 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. 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.

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, the Town and the Attorney each agree to all of the terms set forth in this Agreement.

Town of Enfield ("Town")

By: _____
 Title Date

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

 Title Date