

# BALDWIN, SUTPHEN & FRATESCHI, PLLC

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ATTORNEYS AT LAW

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\*Admitted in FL; \*\*Admitted in PA & NJ  
\*\*\* Retired Judge of the Court of Claims

December 19, 2022

Hon. John Deer  
Supervisor  
Town of Manlius  
301 Brooklea Drive  
Fayetteville, New York 13066

Re: Engagement Letter

Dear Supervisor Deer:

This letter will summarize the proposed terms of our firm's representation of the Town of Manlius (the "Client") regarding matters to be provided by BALDWIN, SUTPHEN & FRATESCHI, PLLC (the "Firm") and any of its successor firms.

## Scope of Engagement.

This engagement is upon the same terms and conditions as set forth in the previous engagements with the Town of Manlius.

The scope of our engagement will be representation of the Client in matters that fall within the jurisdiction of the Planning Board and any land use issues and related litigation, Zoning Board of Appeals and any related litigation, Employment/Labor Law Relations and any related arbitration or litigation, special districts, general litigation for the Town, tax certiorari proceedings, and any other matters determined as necessary by the Town Board (the "Services"). This will be billed at an hourly rate of \$170.00 per hour. Harris Beach PLLC will be retained as back-up counsel to assist the Town on issues that are either a conflict for our Firm or practice areas where they have more expertise.

In addition to the Services set forth above, the Firm will act as general counsel to the Town and represent the Town in general town matters, including attending Town Board meetings, drafting legislation and resolutions, keeping regular hours at Town Hall for internal and external meetings (40 hours per month), and general contract drafting and negotiation (except for labor contract negotiations and drafting). The general counsel work will be billed on a flat fee monthly basis at \$5,500 per month, the amount appropriated in the 2022 FY Budget.

### Fee Arrangement.

Our fee will be based on the time spent by the attorneys and legal assistants who work on the matter. Legal fees will be billed at \$170.00 per hour for 2023. Should a fee dispute arise which is not resolved by discussion between us, you may seek arbitration. We will provide information concerning arbitration in the event of such a dispute or upon your request.

### Other Charges.

In addition to our fees for rendering professional services, our billing statements will include separate charges for performing services such as photocopying, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incident to the performance of our legal services.

### Billing Cycle and Retainer.

It is our normal practice to require the deposit of a retainer for legal services against which we bill our fees and disbursements and we request a retainer of \$0.00 for the Services. The retainer is not an estimate of the total fees and disbursements that may be billed over the course of the Services. If the fees and disbursements exceed the retainer, prompt payment of the additional amount required is expected. An additional retainer amount may be requested if the retainer is exhausted before the Services is concluded. If the Services are concluded for less than the retainer, the unearned portion of the retainer will be returned. Fees for legal services and other charges are billed monthly and are payable within thirty (30) days of receipt.

### Termination of Engagement.

Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. 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. After the completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Services to provide additional advice on issues arising from the Services, the firm has no continuing obligation to advise you with respect to future legal developments.

### Client Responsibilities.

You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay in a timely manner our statements for services and expenses as provided above.

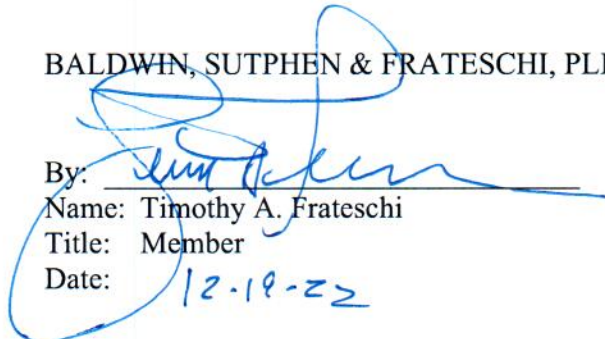
### Possible Conflicts.

The Firm represents other companies and individuals. It is possible that during the time we are representing you some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have

obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

We appreciate the opportunity to represent the Town. It is our understanding that the Town Board has authorized you to execute this contract by resolution at its January \_\_, 2023 meeting. Please call me if you have with any questions.

BALDWIN, SUTPHEN & FRATESCHI, PLLC

By:   
Name: Timothy A. Frateschi

Title: Member

Date: 12-19-22

TOWN OF MANLIUS

By: \_\_\_\_\_  
Name: John Deer  
Title: Town Supervisor  
Date: