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[DATE]

VIA EMAIL: [email address]

[Client
Address]

Re: Engagement Letter

Dear [Client Representative]:

We are pleased to confirm the terms of our engagement as required by the Joint Order of the Appellate Divisions of the Supreme Court of the State of New York and Part 1215 to Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York, effective March 4, 2002.

Please review the enclosed Statement of Client's Rights.

SCOPE OF ENGAGEMENT

[SAMPE SCOPES OF REPRESENTATION]

Toher & Barone, LLP ("Law Firm") will provide legal representation to [Client(s) Name] (the "Client") regarding contractual, real estate, land conservation and other general matters. Specifically, the Law Firm's counsel to the Client may include without limitation, for example, contract review and/or conveyance of easements and other real estate interests. The Law Firm is authorized to take any steps which, in consultation with the Client, are deemed necessary or appropriate to protect the Client's interests in these matters. ("Scope of Representation").

Toher & Barone, LLP ("Law Firm") will represent [Client(s) Name] (the "Client") with respect to protecting the Client's interests related to _____. The Law Firm will review the background and current activities regarding _____ to provide advice concerning avenues of legal action. Further, the Law Firm will provide services which may include representing the Client in various municipal and governmental proceedings (including proceedings before any Planning Board and/or Zoning Board of Appeals ("ZBA")) and/or litigation before the Supreme Court of _____ County, necessary to address _____. The Law Firm is authorized to take any steps which,

in consultation with the Client, are deemed necessary or appropriate to protect the Client's interests in these matters. ("Scope of Representation").

In addition, the Scope of Representation may include, as circumstances warrant, such additional matters as the parties may mutually agree shall be covered by this engagement letter. Such additional matters shall be included within the Scope of Representation under the same terms and conditions as are set forth herein.

Services rendered include legal research and advice: opinions, comments, substantive reviews and supporting documents and legal arguments; general advice and counsel; preparation of letters and contracts; review of title and environmental reports; appearances before the state and local agencies (including NYS Department of Environmental Conservation (DEC), Planning Board, ZBA and other local bodies); collaboration with consultants; pursuit of potential sources of information; meetings and negotiations; and closings.

Aside from the above-stated Scope of Representation, any additional (i) lawsuits, (ii) administrative proceedings and (iii) other types of litigation or formal proceeding to pursue equitable or legal interests will be authorized by the Client by a separate engagement letter and shall be subject to the billing rates established in this engagement letter. However, depending upon the circumstances, the Law Firm may request an additional fee deposit on new assignment, upon execution of a letter by the Client acknowledging same.

All services to be provided pursuant to the Scope of Representation shall end, unless otherwise expressly agreed to in writing signed by both parties, when all matters concerning the Scope of Representation have been concluded. The Law Firm will retain its file for a minimum of seven (7) years upon the completion of its representation of the Client's legal interests prior to its destruction. The Client may take possession of the file at any time during this retention period by providing a written request to the Law Firm. All expenses related to delivery of the file to the Client are the responsibility of the Client. The Law Firm will make reasonable effort to contact the Client in writing prior to the destruction of the file to afford the Client an additional opportunity to retain the file.

RETENTION OF EXPERTS

The Client understands that, in order for the Law Firm to properly represent their interests, it may be necessary to retain outside experts and to pay the expenses attendant upon having expert and fact witnesses testify. The Client will be responsible for the costs incurred for any such services, which in some cases may have to be paid in advance depending upon the requirements of the particular expert witness. No expert shall be retained and no potential fact witness approached without the Client's prior approval.

FEES, EXPENSES AND BILLING PRACTICE

We will submit our invoices on a monthly basis for each month during which services are rendered in accordance with the Scope of Representation. Our fees will be charged on the basis of _____ per hour for professional services for _____ and _____, and up to _____ per hour for associate attorneys working with the Law Firm. Paralegal services will be charged on the basis of _____ per hour. We will assign personnel as may

be warranted under the circumstances.

We review our fee schedule once each year and will advise the Client in advance of any proposed increase in our fee schedule prior to implementing any change.

The Law Firm will bill our time and submit our invoices on a monthly basis for each month during which services are rendered. The Client shall be required to pay such invoices upon receipt. Any unused portion of the retainer shall be refunded.

The Client is responsible to the Law Firm for any disbursements and expenses that may be incurred in connection with the Scope of Representation. Such disbursements and expenses may include, but not necessarily be limited to, filing fees, expert fees, photocopying charges, messenger charges, fax charges, postage, telephone toll calls, and travel expenses (beyond the Albany-Troy area). Attorney's travel expenses will be reimbursed at cost. In certain instances, we will forward the invoices for such services to the Client for direct payment to the service provider.

In order to permit the Client to monitor all activities in the most efficient manner, invoices will be provided, on a monthly basis, with detailed documentation of all services and disbursements. Statements will indicate the work performed during the time period covered by the statement, the amount of time devoted to the work performed, and the costs advanced by us on the Client's behalf. We request that after receiving our invoice the Client promptly remit any payment that is due within thirty days of receipt. After sixty days, interest will be added to outstanding balances at a rate of 1 ½ % per month. The Client is at liberty to terminate this agreement at any time in writing, upon payment of all outstanding invoices. The Law Firm reserves the right to withdraw as counsel and terminate our representation if any bill remains outstanding for more than 30 days. The Law Firm further reserves the right to withdraw as counsel and terminate our representation at any time for any reason (however, court approval may be required in some matters); and any termination by us must be in conformance with our obligations under the NY Rules of Professional Conduct.

Please be advised that if the Client's matter involves the consent or compliance of other individuals or entities, litigation or action of an administrative agency or body the Law Firm cannot guarantee the outcome.

RIGHT TO ARBITRATION

In the event that a dispute arises between us relating to the Law Firm fees, the Client may 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 shall be provided to upon request.

Signatures on this engagement letter of the parties below transmitted by electronic means shall be deemed to be their original signatures for all purposes and therefore, the exchange of copies of this letter by electronic means shall constitute effective execution and delivery of this engagement letter. The engagement letter may also be signed in counterparts.

Please sign below indicating acknowledgment of and agreement to the terms of this letter and the Scope of Representation, and return same to the Law Firm. The Law Firm acknowledges

receipt of the initial retainer payment. Should you have any questions regarding our engagement, please do not hesitate to call our office.

It will be our pleasure to be of service to you.

Very truly yours,

Read, Understood and Agreed:

[client]

STATEMENT OF CLIENT'S RIGHTS

Section 1210.1 of the Joint Rules of the Appellate Division amended June 1, 2018
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer 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 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, gender identity, gender expression, age, national origin or disability.