

**Privileged and Confidential**

October 25, 2025

Thomas J. Flaherty, Town Supervisor  
Town of Webster  
1000 Ridge Road  
Webster, NY 14580

Re: Town Legal Services Retainer Agreement

Supervisor Flaherty:

The purpose of this letter is to confirm the scope and terms of our engagement.

**Scope.**

You have engaged DeMarco Taylor ("the Firm") to provide legal services to the Town of Webster ("You" or "the Town") for a twelve month period, beginning on January 1, 2025 (the, "Effective Date"), including: 1.) serving as attorneys to the Planning Board, Zoning Board of Appeals, and Town Board, 2.) prosecuting municipal code violations and dangerous dog complaints, 3.) representing and advising the Town in general legal matters that may arise during the normal course of Town business, 4.) managing engagements of outside counsel. One attorney will be dedicated to each board, with Kyle D. Taylor serving as primary counsel to the Town Board. If requested by you, the Firm is prepared to handle and/or assist in handling legal services that would fall under the Scope (and are not covered by any of the current Town Attorneys) prior to the Effective Date. In carrying out the aforementioned services, the Firm will prepare and file all relevant documents and appear at all conferences, meetings, or hearings with the Town and/or third parties on your behalf. The Firm will exercise its independent discretion in determining what conferences, meetings, or hearings require attendance of a member of the Firm in person.

The Firm, when appropriate, is also prepared to provide additional services, including representing the Town in municipal litigation, Article 78 proceedings and appeals, as well as any other litigation authorized by the Town. The Firm will provide any services outside of the Scope subject to the Town and the Firm executing a separate retainer agreement that covers the desired services. You understand and agree that the Firm's receipt or use of your confidential or other information in the course of our representation of you in the Matter will not give rise to any expectation that the Firm will render any other advice or services outside the scope of this engagement letter.

**Annual Fee and Payment Schedule.**

The Firm has agreed to provide the work outlined in the Scope at an annualized rate of \$165,000.00. This annual rate shall be paid in twelve monthly installments of \$13,750.00, which shall be payable on

the first business day of each month via recurring electronic bank transfer. The Firm will perform any services prior to the Effective Date that fall under the Scope at a rate of \$250.00 per hour. The Firm will provide a detailed billing statement on the first of each month for work performed prior to the Effective Date during the previous month. The Town agrees to pay any invoice within 30 days of receipt. For any service that falls outside of the Scope and occurs after the Effective Date, the Firm will provide said services, subject to the execution of a separate retainer agreement, at a rate of \$250.00 per hour.

Information regarding standard hourly rates and other charges established by the Firm is proprietary. You agree not to disclose such information to third parties without the Firm's prior written consent.

#### Client Cooperation.

Your cooperation is essential in allowing the Firm to provide effective representation. As such, you agree to be available to discuss issues as they arise, attend and participate in any meetings, hearing, or court proceedings, and provide complete and accurate information and documents to the Firm on a timely basis. Further, you agree to keep the Firm reasonably informed of material developments.

#### Communication.

You have the right to be provided with all copies of correspondence and any documents related to the Matter and to be kept apprised of the status of the Matter. The Firm strives to keep its clients reasonably informed about the status of their engagement through frequent communication. Unless advised otherwise, the Firm will assume that communication via telephone and/or unencrypted email is acceptable to you.

#### Confidentiality.

All communication with the Firm will be treated as privileged and confidential and will not be shared with any third party without your express written consent. You and the Firm agree that all work product, communication, and billing statements are confidential and said confidentiality shall survive the expiration or termination of this engagement letter.

#### Conflicts of Interest.

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide legal services to current clients and future clients who may be competitors, customers, suppliers, or have other business dealings and relationships. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability: 1.) to represent you in any matter involving, directly or indirectly, another client; and 2.) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions, we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

#### Town's Right to Terminate.

The Town may terminate the Firm's engagement on any or all matters at any time, with or without cause. However, the Town agrees that termination of this engagement requires a majority vote of the Town Board. In the event of termination, the Firm will receive the reasonable and fair value of the services provided by the Firm. You agree to pay the Firm all fees and expenses incurred then due before the Firm releases your files.

The Firm's Right to Terminate.

Subject to any applicable ethical rules or legal requirements, the Firm reserves the right to terminate its representation of you. In such event, the Firm will provide you with ninety days (90) written notice of its decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding invoices in a timely manner, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards, your failure to give clear or proper direction as to how the Firm is to proceed, or other good cause.

Termination Upon Conclusion.

Unless previously terminated, the Firm's representation of you, and its attorney-client relationship with you, terminates upon the conclusion of services and delivery of the final invoice for services rendered.

Binding Agreement.

This letter represents the entire agreement between you and the Firm. By signing below, you acknowledge that this letter has been carefully reviewed and its content understood and that you agree to be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome of the Matter or the time or cost necessary to resolve the Matter. No change or waiver of any of the provisions of this letter and our Standard Terms of Engagement shall be binding on either you or on the Firm unless the change is in writing and signed by both you and the Firm.

Fee Dispute Process. If you dispute any fees or are seeking a refund, you have the right to elect to resolve this matter by arbitration pursuant to Part 137 of the New York Code of Rules and Regulations.

If this letter expresses your clear understanding of our agreement, please sign below where indicated, and it will constitute our agreement and provide the Firm full authorization on your behalf.

Receipt.

You acknowledge that you have read and understands each provision of this Retainer Agreement and the you have received an unexecuted copy of the Retainer Agreement. After acceptance by the Firm, a signed copy of the signature page shall be sent to you via email or regular mail.

Very truly yours,

Kyle D. Taylor, Esq.

Thomas J. Flaherty has reviewed and agreed to the above terms of engagement of the Firm for the purposes and to the extent described in this letter.

By: \_\_\_\_\_

Thomas J. Flaherty, Town Supervisor  
Town of Webster

Date: \_\_\_\_\_