

**ATTORNEY RETAINER AGREEMENT
TOWN OF NORTH SALEM
BUDGET YEAR 2026**

I. ANNUAL RETAINER

\$78,000; payable in monthly installments of \$6,500.00 exclusive of transportation costs and disbursements.

II. ATTENDANCE AT MEETINGS

A. Town Board	The Attorneys for the Town will attend every meeting of the Town Board. This includes the monthly regular meeting, the monthly work session, and any and all special meetings where a majority of the board is present. (Note: excuse from attendance at special meetings is at the discretion of the Supervisor or majority vote of the board) (anticipated number of meetings = 30 per year).
B. Board of Appeals	The Attorneys for the Town will attend every regular meeting of the Board of Appeals (anticipated number of meetings - 12 minimum). Special regular meetings and work sessions may require the Attorneys for the Town's attendance and will be at the discretion of the Chair or majority vote of the Board.
C. Planning Board	The Attorneys for the Town will attend one (1) Planning Board meeting per month. The Attorneys for the Town are to be available daily to conference with the Chair of the Planning Board and the Town's planner on an as needed basis.

III. CONSULTATION AND RESEARCH

- A. CONSULTATION** - The Attorneys for the Town will be available for consultation with the Supervisor or his office, the Town Board and Chair of the Planning Board and Board of Appeals; and Building Inspector on a daily basis. Consultation will also be provided to all other department heads, elected officials and board members as may be required.
- B. LEGAL RESEARCH** - The Attorneys for the Town will provide legal research for all municipal matters at the request of the Town Board, Planning Board, Board of Appeals, or their respective Chair, and all other department heads and elected officials, as may be required.

Note 1: This does not include litigation nor labor related matters.

Note 2: In cases where research, consultation or attendance at meetings involves an application pending before a municipal board and the fees may be recouped by the Town from the applicant in accordance with the Standard Schedule of Fees of the Town of North Salem, all such services may be charged separately to the Town at the hourly rate stated elsewhere in this Agreement.

C. RESOLUTIONS - The attorneys for the Town may be called upon to draft resolutions for the Town Board, Board of Appeals and, to a lesser extent, the Planning Board. In all cases the Attorneys for the Town are to be available to edit resolutions and supply the necessary legal advice and research to the respective board, as may be required.

IV. LOCAL LAWS AND ORDINANCES

The Attorneys for the Town will be responsible for advising the Town Board and the drafting and necessary legal research to amend or draft any of the Town's existing or new laws and ordinances.

V. MISCELLANEOUS

A. REAL ESTATE MATTERS - The Attorneys for the Town will dispose of routine real estate matters such as transfers of land, easements, and rights of way.

B. LEGAL CLAIMS - The Attorneys for the Town will process legal claims to the Town's insurer, if and when needed.

C. CONTRACTS AND LEASES - It is understood and agreed that municipal contracts and leases such as Garbage Contracts, MTA leases, etc., are considered normal municipal business and the Attorneys for the Town will be responsible for drafting and reviewing same, if requested.

D. TOWN CODE PROSECUTOR - The Attorneys for the Town will make all necessary appearances as Town Prosecutor. This includes violations of Town ordinances and local laws. Such services shall be performed at the blended rate of \$295.00 per hour.

Sections I through V above are services to be provided under the retainer.

VI. ADDITIONAL SERVICES/HOURLY RATE

The Town may retain the Attorneys for the Town as its counsel for other matters such as (a) defense of Article 78 Proceedings or Declaratory Judgment actions filed against a municipal board; (b) commencement and maintenance of actions on behalf of a municipal board; (c) tax certiorari proceedings and other litigation type services; (d) New York State Police Prosecutions; (e) matters involving the town's special districts; or (f) matters

involving large blocks of time for which we would find it necessary to bill on a separate hourly basis. It is understood and agreed that the hourly rate for the Attorneys for the Town will be a blended rate of \$295.00 per attorney's time.

We envision the following delegation of responsibilities within our office for the calendar year:

Town Board and Planning Board – Roland A. Baroni, Jr. and Lisa Colosi Florio

Board of Appeals – Lisa Colosi Florio

Litigation/Prosecutions – Stephen R. Lewis

VII. TERM

This Agreement is for the period commencing January 1, 2026, through December 31, 2026, except that the Agreement may be terminated by the giving of thirty (30) days prior written notice.

TOWN OF NORTH SALEM

By: _____
Warren J. Lucas
Supervisor

ABRAMS FENSTERMAN, LLP

By: _____
Roland A. Baroni Jr.
Senior Counsel