

NDV LAW, PLLC

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June 8, 2025

By email only: supervisor@townofulyssesny.gov

Katelin Olsen, Supervisor
Town of Ulysses
10 Elm Street
Trumansburg, NY 14886

Re: Legal Services Engagement Letter

Dear Katelin,

This letter confirms our recent conversation concerning the Town of Ulysses (the “Town”) retention of NDV Law, PLLC as its general legal counsel. We are honored to have the opportunity to assist you with your legal needs. Our mission is to provide exceptional legal services grounded in professionalism, integrity, and a steadfast commitment to our clients' success. We value clear communication, mutual respect, and a collaborative relationship with our clients, and we are dedicated to upholding the highest ethical standards in all aspects of our practice.

Assuming Town Board approval, our services to you would begin July 1, 2025, on the terms and conditions outlined herein.

Assigned Attorney/ Scope of Services

I will be the attorney assigned to primarily represent the Town. We will provide to the Town all legal services requested and within our capabilities to perform. In those instances where we believe retaining a different law firm will result in a better outcome, we will continue to act as general counsel for the Town and assist you in overseeing that different law firm.

Fee Structure

Our fee structure is designed to be transparent and fair. For the remainder of the 2025 calendar year, I and any other partners will bill in one-tenth of an hour increments at an hourly rate basis of \$265. In the event an associate or paralegal performs work, they will similarly bill at an hourly rate basis of \$215 and \$165, respectively. We are happy to consider alternative fee arrangements for matters as needs arise or change over time. Any necessary expenses incurred by us, such as court filing fees, will be billed separately.

Invoices will be sent monthly and are due within 30 days of receipt. Payments can be made by check or electronically. If you have any questions regarding your invoice, please contact us promptly.

Confidentiality

We are committed to maintaining the confidentiality of all information shared with us. Any communications, documents, or details regarding your case will be treated with the utmost discretion and will not be disclosed without your explicit consent, except as required by law or court order, or if such communication, document, or detail has become publicly available through no fault of ours.

Client Responsibilities

To ensure a successful working relationship, we ask that you fulfill the following responsibilities:

- Provide accurate and complete information relevant to your issues in a timely manner.
- Be responsive to our communications and adhere to agreed-upon timelines.
- Review all documents provided to you and inform us of any inaccuracies or concerns.
- Maintain clear and respectful communication with our team. Please do not hesitate to reach out to us if you need clarification or additional information about any aspect of the matters regarding which we represent you.

Dispute Resolution

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, you may have the right to demand arbitration to resolve it. In such case, please notify us of your intent to arbitrate; we will send you the appropriate forms to file and begin arbitration.

Termination of Representation

You have the right to terminate our representation of you at any time for any reason. Such termination, however, does not affect your responsibility for our fees and expenses. We may terminate our representation of you in accordance with the New York State Rules of Professional Conduct (the “RPC”) Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of NDV Law, PLLC; (6) your material breach of our engagement letter; or (7) any other reason permitted or required under the RPC.

If we terminate this engagement before completion of all matters, we will take steps as reasonably practicable to protect your interests in those remaining matters, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf as of the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of you will terminate upon completion of the services being provided to you. Files will be returned as set forth herein, and otherwise consistent with the RPC.

Files

Either during or at the conclusion of our representation of you, at your request and provided outstanding fees and costs have been paid, will return to you your papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format,

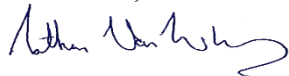
at our discretion. You may be charged reasonable costs associated with researching, retrieving, compiling, copying, and/or delivering file contents in response to your request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records, and internal work products (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period following the end of our representation of you, without further notice to you. Unless we notify you differently, we maintain significant materials for seven years following the end of a particular matter. Thereafter, you agree that we may destroy them without further notice to you.

Acceptance of Terms

By signing below, you acknowledge that you have read, understood, and agreed to the terms outlined in this engagement letter. If you have any questions or require modifications to this agreement, please contact us before signing.

Sincerely,

NDV Law, PLLC



Nathan D. VanWhy, Esq., Member

Town of Ulysses

Katelin Olson

Date: _____