



September 16, 2022

VIA ELECTRONIC DELIVERY ONLY

Valerie Capels
Town Administrator
Town of Bristol, Vermont
townadmin@bristolvt.org

Selectboard
Town of Bristol

Re: Engagement Agreement for Preparation of Bond Closing Documents

To Whom It May Concern:

I am writing to confirm that you have requested Monaghan Safar Ducham PLLC (the Firm) to represent the Town of Bristol (the Town) with respect to the preparation, closing, and completion of the necessary bond closing documents to be delivered to the Vermont Bond Bank or other lender in connection with a proposed financing for renovations and improvements to the Town's Pine Street Water Line. We appreciate your confidence in our Firm and are pleased to accept this engagement subject to the terms of this Agreement, which sets forth the terms of our services.

Scope of Services

Except as we may otherwise agree in writing, the Firm will represent the Town in the above-referenced matter. Because this engagement is limited to the above undertaking, the Firm's acceptance of this engagement does not involve an undertaking to provide any services to you or any of your interests in any other matter unless you specifically request and we agree to provide such services. After completion of this matter, changes may occur in applicable laws or regulations that may impact your future rights and liabilities. Unless you engage us after completion of this matter to provide advice on issues arising from this matter, the Firm will have no obligation to provide any advice to you with respect to future legal developments.

You may limit or expand the scope of the Firm's engagement from time to time, provided that the Firm must agree to any expansion of scope. Except as we may otherwise agree in writing, the terms of this Agreement apply to all expansions in the scope of engagement and to all additional engagements which the Firm may undertake for you.

Hourly Rate

The Firm has agreed to represent you at our hourly municipal rate of \$225 per hour for partners. Associate time will be billed at \$175 per hour. Paralegal time is billed at \$90 per hour. These rates are subject to periodic adjustment, generally at the beginning of a calendar year, with 30 days' notice to you.

Certain form documents have been generated by the Firm. These form documents have taken the Firm several hours to create and update. The Firm reserves the right to charge a standard fee, which is dependent upon the type, length and complexity of the document, for each form presented to Client. Standard hourly billing rates may be applied to modify the document to your needs.

Costs and Disbursements

In addition to the fees listed above, you will be responsible for the costs and disbursements which may be incurred in the course of our representation of you. These disbursements include court costs and filing fees, service of process fees, expert fees, transcript costs, long-distance telephone charges, facsimile charges, copying costs, travel expenses, computer research costs, overnight and courier delivery charges, and any other additional charges other than the actual payment of attorney fees. Outside vendor bills in excess of \$300 will be sent directly to you for payment. You acknowledge that our relationship with vendors will be adversely impacted if you do not pay such vendor bills promptly.

Monthly Statements

The Firm will send you monthly invoices for services performed and costs advanced, payable within thirty (30) days of the billing date. If a monthly statement is of a nominal amount, we may hold those charges to a subsequent month. If you fail to pay the bills for legal services and expense reimbursement sent to you, the Firm will have the right to cease performing services on your behalf, and may withdraw from any representation, to the extent permitted by applicable rules and/or the court. Interest will be charged at the rate of one point five (1.5%) percent per month (eighteen (18%) percent per annum) on all late invoices. In the event of nonpayment for valid invoice amounts, you agree to pay all reasonable costs of collection incurred by the Firm, including reasonable attorneys' fees and court costs, and you agree to reimburse the Firm at its standard hourly rate for time expended by Firm attorneys in attempting to collect the outstanding balance due.

Termination of Agreement

You agree that we shall have the right to withdraw from this engagement if you do not make payments as required by this Agreement, or if you have misrepresented or failed

to disclose material facts, or failed to follow advice after a course of action has been discussed. In any of these events, you will procure substitute attorneys at our request.

This matter shall be deemed concluded and our representation under this Agreement terminated, upon, at the latest, the entry of any final judgment in the trial court.

Communications

Unless requested otherwise, the Firm will plan to use e-mail when convenient and as appropriate to communicate information about your case with you and with third parties. The Firm does not use any e-mail security or scrambling devices. The e-mail address for Brian P. Monaghan, Esq., the primary Firm attorney who will be representing you in this matter, is bmonaghan@msdvt.com.

Please be aware that if you are using an employer email address to correspond with our office, you should have no expectation of privacy and your employer may access your correspondence. Accordingly, we advise that you use a personal email account.

Document Retention

During the course of this engagement, the Firm will maintain a file on your behalf that will include both physical documents and electronically-stored information (together, “the file”). The file may include material such as pleadings, transcripts, exhibits, reports, contracts, wills, certificates and other documents as are determined to be reasonably necessary to the representation. The file shall be and remain your property. The Firm may also include in the file attorney work product, mental impressions and notes (collectively, “work product”). All work products shall be and will remain the property of the Firm. The Firm may, in its discretion, employ third-party electronic storage media, including Dropbox, Clio, or other similar vendors for the storage of any of your information, which vendors shall employ the latest industry-standard encryption technology.

At the termination of this engagement or upon our Firm’s sending you its final statement, whichever occurs earlier, the Firm will return to you all original documents that you have provided to us. Further, for a period of seven (7) years (unless otherwise required by the Vermont Rules of Professional Conduct) after termination or upon our Firm sending you its final invoice, and provided there are no outstanding unpaid statements for fees and charges owed by you to the Firm, you shall have the right on request to take possession of the file, not including work product, such as attorney notes. In such event, the Firm may at its expense make and retain copies of all or portions of your file. If you do not request possession of your file within this time period, the Firm will have no further responsibility for retention and maintenance of the file, and may, at its option, securely dispose of all or part of the file without further notice to you.

Disputes

Any disputes under this Agreement shall be construed in accordance with the laws of the State of Vermont and any dispute hereunder shall be filed with a mutually-selected arbitrator, with any arbitration to occur at Burlington, Vermont.

ACKNOWLEDGEMENT OF ARBITRATION: THE PARTIES TO THIS AGREEMENT UNDERSTAND THAT IT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, BOTH PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS LAW. INSTEAD, BOTH PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

Conclusion

In the event you have questions or concerns about our invoices or services, I request that you advise me promptly. It is our goal that you be fully satisfied with our services as well as the cost thereof.

If this letter correctly sets forth your understanding of our Agreement, and your questions have been answered to your satisfaction, please sign and return the original of this letter and keep a copy for your own records.

We look forward to working with you and appreciate the opportunity to serve you.

Very truly yours,

Monaghan Safar Ducham PLLC

/s/ Brian P. Monaghan, Esq.

Brian P. Monaghan, Esq.

I have read and reviewed the above Agreement with the law firm of Monaghan Safar Ducham PLLC and hereby agree to and accept its terms on behalf of the Town.

By: _____
Town Administrator
Duly Authorized Agent

_____ Date