

SIVE | PAGET | RIESEL

MICHAEL BOGIN
DIRECT DIAL: (646) 378-7210
MBOGIN@SPRLAW.COM

November 5, 2020

VIA ELECTRONIC MAIL

dshaw@shawperelson.com

David S. Shaw, Esq.
Shaw, Perelson, May & Lambert, LLP
21 Van Wagner Road
Poughkeepsie, New York 12603

**Re: CCSD Comments - Proposed Town of New Castle
Form Based Code for the Chappaqua Hamlet**

Dear David:

This letter confirms that you have retained Sive, Paget & Riesel, P.C. (the "Firm") to represent and counsel the Chappaqua Central School District in connection with the Town of New Castle's proposed Form-Based Code rezoning. Specifically, we will make recommendations regarding the State Environmental Quality Review Act review of the proposed rezoning, will attend Board of Education meetings and Town Board public hearings relating to the rezoning, and will assist in preparing oral and written comments and other documentation required to support the District's comments on the rezoning. This retainer will not, however, cover any litigation, which would be the subject of a modified or additional retainer agreement.

As you know, we have represented the District on several Projects over the last 15 years, and so we have already begun substantive work on this matter, for which the District will be billed.

I will be principally responsible for this matter, though other partners and associates and paralegals may work on it as required. My regular 2020 billing rate is \$910/hour but is being reduced to \$460 hour for this matter. While other partners may work on this matter, no partner rate will exceed this rate. Allison Sloto will be principally assisting me. Her regular associate rate is \$435/hour but will be capped at \$400 hour for this matter. While other associates may work on this matter, no associate rate will exceed this rate. Paralegals' 2020 rate is \$295/hour. Associates and paralegals will be used wherever possible and appropriate to reduce legal fees. These billing rates are subject to adjustment from time to time by the Firm but will not change during the remainder of 2020. The Firm will take direction from you in connection with this engagement.

In addition to being paid for its professional services, the Firm will also be reimbursed for its out-of-pocket disbursements, such as postage, Federal Express, travel, and photocopying. The District will

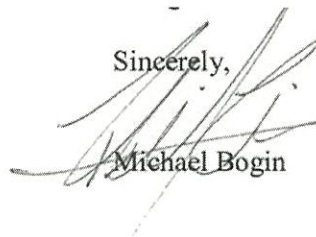
be billed monthly and payment must be received within 30 days of your receipt of the bill. These bills will contain a full description of the services and out-of-pocket disbursements.

If a dispute arises between us relating to fees, the District may have a right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. Our engagement to represent you will be deemed to have terminated at any time that more than nine (9) consecutive months elapse during which you do not request, and we do not furnish, any billable services. Unless you advise us to the contrary in connection with any particular matter(s), we shall be free to dispose of all files pertaining to this matter at any time after five years have elapsed after we last performed services on such matter. Such disposal will be accomplished in a manner that will protect the confidentiality of such files.

Based on our prior representation, we are waiving the typical requirement for a retainer. If this letter agrees with your understanding, please sign below at the designated area and return this letter to us.


We look forward to working with you and the District on this important matter.

Sincerely,



Michael Bogin

Agreed to:



11/9/2020

Shaw, Perelson, May & Lambert, LLP

By: _____

VICTORIA BAYARD TIPP
PRESIDENT, BOARD OF EDUCATION