

## ATTORNEY CONTRACT

Agreement made this 9<sup>th</sup> day of January, 2017, between THE TOWN OF LEWISTON, hereinafter referred to as "Town" and SEAMAN NORRIS LLP, hereinafter referred to as "Attorney":

1. The Town hereby engages the Attorney and the Attorney hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 9, 2017, and shall terminate at the first meeting of the Town Board in January, 2018.
3. The Attorney agrees to render general legal services including consultation, attendance at meetings and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorney \$39,000.00 per year payable in monthly installments.
4. The following services shall be rendered by Attorney at an additional charge as follows:
  - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members at the rate of \$195.00 per hour;
  - b) Legal Services in connection with increase in facilities and capital projects with a value over \$500,000.00 and involving new construction or major maintenance or repair for which bidding is normally required. Services will be rendered subject to agreement with the Town Board on a case by case basis.
  - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$195.00 per hour.
5. Town shall also reimburse the Attorney for all disbursements as provided quarterly on a voucher that are expended on behalf of the Town.
6. The Attorney will not provide services incurred on behalf of the Town in excess of this agreement unless authorized to do so by resolution of the Town Board.

7. It is understood that the Attorney is not the sole attorney for the Town and that the responsibility for legal services is split between Attorney and the other attorney for the Town.
8. This Contract may be terminated by either party at any time, and the Attorney will be paid only for those services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this 9<sup>th</sup> day of January, 2017.

Town of Lewiston

By:   
David Steve Broderick, Jr., Supervisor

Seaman Norris LLP

By:   
Brian D. Seaman, Attorney