

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, is made

BETWEEN, The Borough of Alpha, New Jersey, 08865, located in Warren County, New Jersey, referred to as "You" or "Your", whose address is, c/o Mayor Craig Dunwell, 1001 East Boulevard, Alpha, New Jersey, 08865,

AND The Law Office of Howard Davis, P.C., whose address is 580 Sylvan Avenue, Suite 2D, Englewood Cliffs, New Jersey, 07632 referred to as the "Law Firm," "We" or "Us".

1. **Legal Services To Be Provided.** We agree to assist You with regard to the following matter:

You informed Us that You have conducted a "Preliminary Assessment" of the former Leigh Fuel Property, Block 102, Lot 1, Borough of Alpha, N.J. (the "Site") and are planning to conduct a "Site Investigation" to investigate the potential environmental impacts at the Site. There are some unresolved questions regarding who owns legal title to the Site, but You do not own the Site. You are evaluating the potential environmental contamination at the Site to decide whether or not to acquire it and requested advice as to Your potential environmental legal liability if You decide to acquire title to the Site.

We will provide You legal counsel regarding environmental legal liabilities for environmental contamination at the Site, in the event You acquire the Site.

The Law Firm's consultation and assistance will consist of legal services described above only and does not include the filing of litigation. Should You wish to file litigation a separate retainer agreement would be necessary. Neither You nor the Law Firm are obligated to continue representation in litigation.

We are not engineers or environmental consultants or Licensed Site Remediation Professionals ("LSRP"). We do not perform engineering or scientific analysis or provide technical advice regarding construction, or the investigation and remediation of contamination.

2. **Reporting:** We will only report to, provide updates to or respond to questions regarding the Law Firm's representation of You to: (1) You; (2) an individual with Power of Attorney to act on Your behalf; (3) Your other attorneys; or, (4) Your legally appointed representative. Except as noted in the preceding sentence, We will not report to, provide updates to or respond to questions from any other person or entity making inquiries as to the status of our representation of You.

3. **Additional Legal Services.** If You need any other services which may or may not be related to the above matter, You and the Law Firm may make a new agreement for the other services.

4. **Legal Fees.** The Law Firm cannot predict or guarantee what Your final bill will be. This will depend on the amount of time spent on Your case and the amount of other expenses.

Our fees are not contingent upon the outcome of a matter and/or a dispute.

A. **Hourly Rate.** You will provide a retainer in the amount of \$2,500.00. This sum will be used to pay fees and expenses according to this Agreement. The retainer will be applied to fees and expenses; You will not have to pay anything further until the retainer is exhausted. Thereafter, We will bill You periodically, and after the retainer is exhausted, We may request that You replenish same and pay the outstanding fees. We also reserve the right to request an additional retainer or increase same. Please forward Your check and two signed originals of this Agreement as soon as possible so that We may begin or continue work on Your behalf. You agree to pay the Law Firm for legal services at the following rates:

<u>Rate Per Hour</u>	<u>Services of</u>
\$350	Howard P. Davis
\$350	Anne M. Ronan
\$350	Marisa Y. Paradiso
\$325	Eric Grille
\$300	Rob Gorrie
\$250	Drew Levinson
\$250	Brian Winfield
\$250-\$350	(associate attorneys)

Rates are subject to change if Your matter is not completed within the year 2020.

B. **All Services Will Be Billed.** You will be billed at the hourly rates set forth in paragraph 4A for all services rendered in increments of tenths (0.1) of an hour. This includes telephone calls, dictating and reviewing letters, travel time to and from meetings, legal research, negotiations and any other service relating to this matter. Fees may be subject to change if Your matter is not completed within the year.

5. **Costs and Expenses.** In addition to legal fees, You must pay the following costs and expenses if incurred:

Service and messenger fees (although We will not be serving litigation papers pursuant to this arrangement), photocopying charges, telephone charges, postage costs, telecopy (fax) charges, travel charges including mileage and tolls, expenses associated with legal research including on-line research charges, and any other necessary expenses in this matter.

The Law Firm may suggest that expert(s), investigator(s) or appraiser(s) be retained directly by You. You would then be solely responsible to pay the expert(s).

6. **Bills.** The Law Firm will send You itemized bills from time to time. The Law Firm may require that costs and expenses (see paragraph 5) be paid in advance. All other bills for costs and legal expenses are due upon receipt. The Firm reserves the right to charge interest at a yearly rate of 12% on any remaining balance not paid within 30 days from the date of the bill.

7. **Clients' Responsibility.** You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay and stay current on all bills as required by this Agreement. If You do not comply with these requirements, the Law Firm may withdraw from representing You. The Law Firm will also withdraw at Your request.

8. **File Retention and Destruction.** At the completion of this matter or termination of our representation of You, We will retain Your legal files for a period of seven years after the matter is complete. At the expiration of the seven year period We may destroy these files without further notice to You unless You notify Us in writing that You wish to have copies of the files. At the completion of this matter or termination of our representation of You, if You request the files, You agree to pay for third party reproduction, copying and scanning services, and costs and expenses charged by the Law Firm associated with retrieving, reproducing, copying, scanning and delivering such files.

9. **No Guarantee.** Because of the uncertainty of negotiations and any legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and We do not warrant, predict or guarantee results or the final outcome of any case, including Yours. Further We retain the right to withdraw unilaterally from this matter for any reason.

10. **File Lien.** Should this Agreement be breached or in any way terminated, You agree to pay Us any amount due or incurred before We will be obligated to release a copy of our file to You or to another law firm. In addition, You agree that We shall have a lien on Your file and sums recovered until such time as We are paid in full.

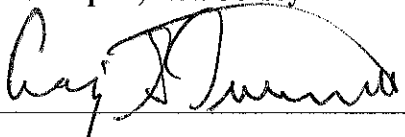
11. **Signatures.** You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of Your questions and fully explained this Agreement to Your complete satisfaction. You understand We will not be Your attorneys until this Agreement has been fully executed by You and the Firm.

The Law Office of Howard Davis, P.C.

By: _____
Howard P. Davis, Attorney

Date: _____

Borough of Alpha, New Jersey

By:  _____

Date: 10/28/2020

Craig S. Donnell, Mayor
Print Name and Title