

# VAN DEWATER AND VAN DEWATER, LLP

COUNSELORS AT LAW

John B. Van DeWater (1892-1968)  
Robert B. Van DeWater (1921-1990)  
Gerard J. Comatos, Jr.  
Kyle W. Barnett  
Daniel F. Thomas III  
Danielle E. Strauch

Rebecca S. Mensch

Sarah E. Ryan  
Sarah N. Wilson  
Meghan Clemente

85 CIVIC CENTER PLAZA, SUITE 101  
P.O. BOX 112  
POUGHKEEPSIE, NEW YORK 12601

(845) 452-5900  
Fax (845) 452-5848

WEBSITE ADDRESS:  
[www.vandewaterlaw.com](http://www.vandewaterlaw.com)

GENERAL E-MAIL ADDRESS:  
[info@vandewaterlaw.com](mailto:info@vandewaterlaw.com)

Noel deCordova, Jr. (1929-2013)  
Edward vK Cunningham, Jr. (1935-2018)  
Ronald C. Blass, Jr. (1951-2018)

John K. Gifford  
James E. Nelson  
Jeffrey S. Battistoni  
Counsel

September 1, 2022

Neil Bettez, Supervisor  
Town of New Paltz  
P.O. Box 550  
52 Clearwater Road  
New Paltz, NY 12561

**Re: Town of New Paltz – Engagement Agreement for Tax Certiorari Matters**

Dear Supervisor Bettez:

This letter sets forth the terms and conditions under which Van DeWater & Van DeWater, LLP, is engaged by you in connection with the defense of tax certiorari proceedings. The scope of services is to provide representation to the Town, the Assessor and Board of Assessment Review involving challenges to real property tax assessments in both Article 7 and Article 78 proceedings including negotiations, court appearances, discovery, motion practice and trial and advise the Assessor and the Town Board on legal issues pertaining to the same.

We believe a letter of engagement advances our mutual interest of arriving at a clear understanding concerning the nature of our representation and the manner in which we will be compensated. Further, we are required by court rule to provide our clients with a written retainer agreement explaining, among other things, the manner in which fees and expenses will be billed.

We will bill you for our legal services on an hourly basis. I and other attorneys who work on your behalf will bill at an hourly rate of \$250.00 per hour. If the efficient management of the work would be advanced by the involvement of paralegals, we will bill for their time at the rate of \$130.00 per hour.

In addition to our legal fees, we will be reimbursed for any expenses which are reasonably and necessarily incurred by the firm as a result of our engagement. These expenses

typically include long distance telephone charges, photocopy expense, travel expenses, filing fees, fees for transcripts, witness fees, other litigation expenses and the like.

We will bill for our legal fees and disbursements on a monthly basis. Payment is due within 30 days.

Under New York State law, clients have the right to arbitrate fee disputes in civil matters for amounts of at least \$1,000 but less than \$50,000. Members of an arbitration panel are impartial and will be familiar with the area of law in dispute. You should know that the outcome of arbitration is final and binding on all parties.

At the conclusion of this matter, we will retain your legal files for a period of seven years after we close your file. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

If you have any questions about this letter or the services we provide for you, we encourage you to call or write. If you have any questions about any of our invoices, please call as soon as you receive the statement. If we have not heard from you within 30 days of the date of the invoice, we will assume that you have reviewed it and find it acceptable, and we will expect payment in a timely manner.

Thank you for your interest in retaining my firm. I look forward to working with you.

Sincerely,

VAN DEWATER & VAN DEWATER, LLP

By: \_\_\_\_\_  
KYLE W. BARNETT

KWB/jbo

The undersigned hereby accept the terms and conditions set forth herein.

TOWN OF NEW PALTZ

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Neil Bettez, Supervisor