

**HARRIS BEACH** PLLC  
ATTORNEYS AT LAW

August 30, 2021

Ulster County Economic Development Alliance, Inc.  
P.O. Box 1800, 244 Fair Street  
Kingston, NY 12402  
Attention: Tim Weidemann, President/CEO, Ulster County  
Economic Development Alliance

THE OMNI  
333 EARLE OVINGTON BLVD, SUITE 901  
UNIONDALE, NEW YORK 11553  
516.880.8484

**THOMAS J. GARRY**  
MEMBER  
DIRECT: 516.880.8489  
FAX: 516.880.8483  
TGARRY@HARRISBEACH.COM

RE: Engagement Letter for Legal Services Between Harris Beach PLLC and Ulster County Economic Development Alliance, Inc.

Dear Mr. Weidemann:

This letter summarizes the proposed terms of Harris Beach PLLC's (the "Firm") representation of Ulster County Economic Development Alliance, Inc. ("Client"), including the scope of services the Firm will provide Client pursuant to this engagement and the agreed-upon fee and billing arrangements. Unless otherwise set forth herein, the Firm's representation will be limited to Client only, and does not extend to any separate or differing interests of Client's officers, directors, owners, subsidiaries, affiliates, agents, employees, or family members, or to any other potentially-interested or related parties (individually "Affiliate," and collectively, "Affiliates").

**Scope of Engagement.** The Firm agrees to provide legal counsel to Client with regard to the following (the "Matter"): Represent Ulster County Economic Development Alliance, Inc. as special counsel to (A) render legal advice in connection with compliance under the New York Not For Profit Corporations Law, State Environmental Quality Review Act, Public Authorities Accountability Act, Public Authorities Reform Act and related Authorities Budget Office compliance; (B) render legal advice in connection with the revitalization of the West campus and potentially the East campus of the property commonly known as Tech City, including without limitation: (i) develop potential RFEIs, RFPs, RFQs, (ii) master development plans, letters of intent, agreements, leases, subleases, tax agreements, development of Overlay Zone, financing structures, cooperation agreements, issuances of taxable and tax-exempt obligations, brownfield issues and tax credits, and similar and related issues, structures and documentation; (iii) with respect to the East campus only, land assembly; and (C) structure, negotiate, draft, and review disposition or development documentation and render opinions, as applicable, in connection with the foregoing. The Firm will represent Client to the best of its ability, but does not guarantee any particular result.

This engagement letter constitutes the entire agreement between the Firm and Client regarding the Matter described herein and supersedes any prior written or oral statements or agreements made by the Firm or Client. If Client desires legal counsel on an issue outside the scope of the Matter, or to change any other terms of this letter, the Firm may agree to provide such counsel or different terms, but only after executing a separate agreement with Client (which may be communicated by e-mail). Unless expressly included in the foregoing description of the

Matter, the Matter does not include any appeals that may arise from the Matter. Please also note that the Firm does not engage in lobbying activities on behalf of any client.

Client agrees that the Firm may disclose the fact of its representation of Client, including in materials that the Firm uses to describe its practices and expertise.

**Firm Personnel; Principal Contact.** Thomas J. Garry, Esq., Andrew Komaromi, Esq., and Michael V. Curti, Esq. will be responsible for the supervision of the Matter, but Client is engaging the Firm as a whole and not any individual attorney. Mr. Garry can be reached at (516) 880-8489 or by email at: [tgarry@harrisbeach.com](mailto:tgarry@harrisbeach.com). Mr. Komaromi can be reached at (516) 880-8385 or by email at: [akomaromi@harrisbeach.com](mailto:akomaromi@harrisbeach.com). Mr. Curti can be reached at (914) 298-3026 or by email at: [mcurti@harrisbeach.com](mailto:mcurti@harrisbeach.com). As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to the Matter, and from time-to-time may also utilize the services of contract lawyers or third-party consultants. These individuals will be billed at their standard hourly rates unless otherwise stated below.

**Fee Arrangement.** The Firm's fee is based on the time spent by the attorneys and legal assistants who work on the Matter. Currently, our hourly rates generally range from \$390-\$650 for members and senior counsel, \$220-\$375 for associates and other attorneys, and \$100-\$225 for paralegals. These rates are subject to change annually. Additionally, for some work or attorneys, the rate may be higher if highly-specialized matters are involved. The following fee structure will be in place for this matter:

<b>Harris Beach Attorney</b>	<b>Standard Hourly Rate</b>	<b>20% Discounted Rate</b>
Thomas J. Garry	\$525.00	\$420.00
Andrew Komaromi	\$525.00	\$420.00
Michael V. Curti	\$475.00	\$380.00
Other Partners	<i>All subject to 20% discount on Standard Hourly rate</i>	
Associates	<i>All subject to 20% discount on Standard Hourly rate</i>	
Paralegals	<i>All subject to 20% discount on Standard Hourly rate</i>	

Based upon the work of Ulster County Economic Development Alliance, we are willing to apply a twenty-percent (20%) courtesy discount as noted above to the following attorney rates. We will also apply the same discount towards the attorney's rates who work on the matter that may not listed in the table above. Client is responsible for payment of all legal fees, expenses, and disbursements, regardless of the ultimate outcome of the Matter.

We will charge for all time spent representing Client's interests, including, by way of example, telephone and office conferences with Client or Client's representatives, co-counsel,

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opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to Client requests for additional information; preparation of letters, pleadings, and other documents; and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town). Hourly charges are applied to total time devoted to client representation, including travel time (when necessary) and reasonable time spent waiting for in-person and virtual court appearances to begin.

We will, at Client's request, provide fee estimates. However, such estimates are provided only for Client's information; they are not guarantees and are not binding on the Firm. Actual costs might be higher or lower than the estimated amount depending on a host of factors, including, for example, number and types of motions filed; whether proceedings such as trials, hearings, or closings are delayed or postponed; scope and extent of discovery; and the amount of assistance Client is able to provide the Firm in areas such as collection of information, documents, and electronically stored information, the location of witnesses, etc. In the event a dispute arises between Client and the Firm regarding fees, Client may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Client upon request.

**Other Charges.** In addition to the Firm's fees for rendering professional services, Client shall be responsible for, and Firm invoices will include, separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, preparing responses to Client's auditors, and other expenses and services incurred incidentally to the performance of the Firm's legal services. Client shall also be responsible for payment of any expenses and disbursements incurred by the Firm on Client's behalf (*i.e.*, transcription fees, filing fees, expert witness fees, etc.), which will be billed to Client with the Firm's invoice. Based on the nature of the expense, the Firm may also request that Client pay or advance the fee directly to the person/entity requesting/charging the same. The Firm shall promptly notify Client of any significant expense that is incurred in connection with the Matter.

Should Client ever issue a litigation hold to the Firm for a matter unrelated to the Firm (*e.g.*, due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential party), Client shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

**Billing Cycle and Retainer.** The Firm generally requires its clients to deposit a retainer for legal services against which the Firm bills and collects fees and disbursements. The Firm has waived the requirement for an initial retainer with respect to this Matter, but reserves the right to require one if deemed appropriate in the future. Per our Firm's guidelines, fees for legal services and other charges are billed monthly and are payable within 30 days of Client's receipt of the Firm's invoice, which will be sent to Client at the address set forth above unless Client requests it be sent to a different address.

If Client ever overpays an invoice, Client agrees that the Firm may apply such overpayment to any outstanding fees and expenses or to Client's next bill, with notice to Client

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as to how the Firm applied the overpayment. If there are no outstanding fees or expenses and no work in progress, the Firm shall refund the overpayment to Client.

If Client has any questions relating to the Firm's services or the charges, we will be pleased to discuss them with Client at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, Client agrees to notify us in writing or email within 30 days of receiving our billing statement if Client disputes any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of Client's receipt of a billing statement, Client will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

**Termination of Engagement.** Either party may terminate the engagement described herein at any time for any reason by providing the other party written notice, subject, on the Firm's part, to the rules of professional conduct. No such termination, however, will relieve Client of the obligation to pay the legal fees owed to the Firm for services performed and other charges owed to the Firm through the date of termination. After the Firm's completion of legal services to Client, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client engages the Firm after completion of the Matter to provide additional advice on issues relating specifically to the Matter, the Firm has no continuing obligation to advise Client with respect to future legal developments, whether relating to the Matter or otherwise.

**Conclusion of Representation; Disposition of Client Documents.** Unless previously terminated, the Firm's representation of Client with respect to the Matter will conclude when the Firm sends Client the last invoice for services rendered in the Matter. Following such conclusion, any otherwise nonpublic information Client has supplied to the Firm that is retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, the Firm will return Client's papers and property promptly after receipt of payment for any outstanding fees and costs. If Client does not make such a request within 90 days following the conclusion of the engagement set forth herein, Client agrees and understands that any materials left with the Firm after the engagement ends may be retained or destroyed at the Firm's discretion.

Please note that "materials" include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at its expense, copies of all documents generated or received by the Firm in the course of its representation. The Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. The Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time

after the conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

**Client Cooperation.** Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation of Client, as well as any updates or changes to Client's contact information. Such cooperation is essential, as the Firm will, of necessity, be relying on the completeness and accuracy of the information Client provides to the Firm when performing services on Client's behalf. Should Client not fully cooperate with the Firm, both the efficiency and economy of the Firm's representation of Client may suffer.

**Communication with Client and Confidentiality.** Unless Client directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with Client, and Client shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with Client. Texting is not a preferred method of communication, but may be used on a limited basis to communicate non-sensitive information to Client. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of Client's confidential information occurring from the use of such communication technologies. Client agrees to notify the Firm if Client has any requests or requirements regarding the Firm's methods of communication with Client that differ from the foregoing.

Consistent with applicable rules of professional conduct, the Firm will employ reasonable physical, technical, and administrative safeguards to protect the confidentiality of all information related to the Matter. The Firm utilizes a document management system that stores electronic information in the cloud and that employs industry standard safeguards to protect that information. By agreeing to the terms of this engagement letter, Client consents to the Firm storing Client's files in the cloud and acknowledges that, as with any technology, such storage creates some risk of inadvertent or unauthorized disclosure of confidential information (e.g., bad acts perpetrated by cyber criminals).

**Possible Conflicts.** Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only Client that the Firm represents, and not any of its Affiliates. Client agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein.

Harris Beach, PLLC has on occasion represented Ulster County in other capacities. By signing this engagement letter, all parties acknowledge that the Firm's representation of Ulster County Economic Development Alliance, Inc. does not pose a conflict.

**Choice of Law and Venue.** Both the terms of this engagement letter and the attorney-client relationship it creates between Client and Harris Beach shall be governed by the laws of the State of New York (including the New York Rules of Professional Conduct), without giving effect to

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the conflicts of law principles thereof. Any claim, suit, action, dispute, or proceeding arising out of, or with respect to, this engagement letter or the legal services provided hereunder (collectively, for purposes of this paragraph only, "claim") shall be brought in a New York State court situated in Monroe County, New York, or in the United States District Court for the Western District of New York, and no other. Client hereby consents to personal jurisdiction and venue in those courts for the purpose of any claim and waives Client's rights to bring any claim in any other court or jurisdiction. However, this Paragraph shall not interfere with Client's right to pursue fee arbitration as permitted by Part 137 of the Rules of the Chief Administrator of the Courts.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of this engagement letter. Consistent with its policy, the Firm reserves the right to delay commencement of work on this Matter until Client has signed and returned this engagement letter to us. However, any services rendered by the Firm in connection with the Matter prior to Client signing below shall be governed by the terms of this letter.

We appreciate the opportunity to represent, and look forward to working with, Ulster County Economic Development Alliance, Inc. in this Matter.

Sincerely,

HARRIS BEACH PLLC

By: 

Thomas J. Garry

Agreed and Accepted  
this 31 day of August, 2021

**Ulster County Economic Development Alliance, Inc.**

By: 

Tim Weidemann, President/CEO, Ulster County  
Economic Development Alliance

TJG:sp