

LEGAL SERVICES AGREEMENT

Attorney Michael L. Donovan, who practices law at 52 Church Street, PO Box 2169, Concord, New Hampshire 03302-2169, is pleased to provide legal services as special counsel to Rye Planning Board, 10 Central Road, Rye, NH 03870.

A. SCOPE OF LEGAL SERVICES

Special Counsel to Rye Planning Board for legal services as described on Exhibits A and B.

B. CLIENT RESPONSIBILITIES.

1. To pay for the performance of legal services and all expenses incurred in connection therewith, as set forth herein.
2. To cooperate fully and to provide all information known or available to you which may aid in the representation.
3. To be reasonably available for court testimony and otherwise as required by a party to litigation, if litigation results from this matter.

C. LEGAL FEES AND EXPENSES.

1. Fee. Attorney shall be paid for services at an hourly rate of \$ 200.00 per hour, which is guaranteed against increase for a period of 12 months. The attorney will bill at this rate for all time spent on this matter, including but not limited to telephone calls with the client and others (minimum charge of 0.2 hrs. per call); responding to emails; travel time to meetings and court; and waiting time while at court, land use board hearings, meetings, depositions or mediation.

2. Expenses. The client shall pay for all non-routine expenses associated with this matter, including filing fees and service costs; transcript and stenographic costs; witness and expert fees; exhibit preparation; express mailings; copying lengthy and/or voluminous documents mediation fees; etc.

The attorney does not invoice clients for routine copying or in-state telephone toll charges and fax transmission charges. The attorney bills for mileage at \$ 0.55 per hr.

3. Invoices. Fees and expenses shall be invoiced monthly at mid-month. Statements are payable upon receipt. Interest shall accrue at the rate of 1.5% per month on any amount in arrears more than one billing cycle. Statements paid within 10 business days of the date of the statement receive a 1.5% discount. Attorney will not send his first statement for work pursuant to this agreement until mid to late December 2021.

D. GENERAL MATTERS.

1. Information for Client. The attorney will keep the client informed as to the status of the matter and the courses of action which are being followed or being recommended. The client will be sent copies of all pertinent correspondence, pleadings and filings. At the client's request the attorney will make available all written matters sent or received.

1a. Electronic Copies. Unless the client requests otherwise, copies will be provided only electronically when possible.

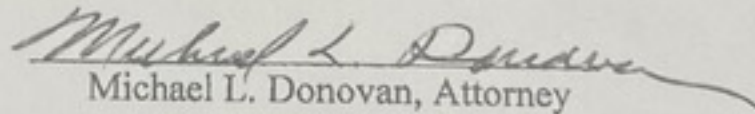
2. Termination by Client. The client may terminate the representation at any time for cause or without cause. The client will be responsible for payment of all amounts due for attorney's fees and expenses provided up to the date of termination.

3. Termination by Attorney. The attorney may terminate representation for any reasons as permitted or required by the New Hampshire Rules of Professional Conduct or as permitted by court rules. Cause for termination by the attorney include nonpayment of amounts due the attorney under this agreement.

4. Malpractice Insurance. The attorney warrants that he maintains Malpractice insurance in an amount which meets the requirements of Rule 1.19 of the New Hampshire Rules of Professional Conduct.

5. Term. This Agreement runs from November 1, 2021 until March 17, 2022, or until the services in Exhibit A and B are concluded, whichever is sooner. It may be extended by agreement of the parties.

Dated: 11/1, 2021


Michael L. Donovan, Attorney

Dated: 11/1, 2021

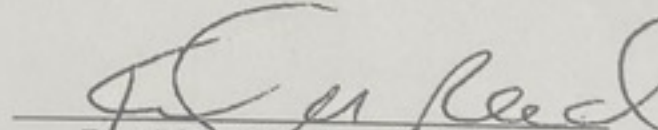

Rye Planning Board, Client
By Duly Authorized
Kimberly Reed
Planning and Zoning Administrator

EXHIBIT A

Scope of Legal Services

1. Pending Applications. Continued assistance with planning board review of the following pending applications. This includes attendance at planning board meetings when requested by the chair, preparation of proposed conditions of approval and review of legal instruments identified in the conditions of approval, as well as general advice on legal questions which may arise during the remaining review of these applications.

- Tuck Realty 30 Unit MF Development.
- Benchmark Assisted Living Facility.
- Pierce Condo Conversion.

2. LDR Review. Assist the board with review of the LDR's generally as set forth in Exhibit B. For this work, the fees proposed in Exhibit B would be charged.

EXHIBIT B

WORK PROGRAM PROPOSAL

Review of Rye Planning Board LDR's

Consultant Michael Donovan, Esq., doing business as Michael Donovan Law, PLLC, will review the Rye Planning Board Land Development Regulations (LDR's) to identify areas that may warrant revision based on the board's first 18 months of experience working with the new regulations. This will not be a comprehensive review of the substantive scope of the new LDR's, (which took place in 2018-19), but rather a "fine tuning" aimed at facilitating board members' ability to understand and work with the regulations; clarifying regulations where necessary; addressing a few areas where the regulations may be incomplete or "loop holes" may exist; and identifying areas where the regulations may be too burdensome.

The Work Program.

Step 1. Board members and the Planning & Zoning Administrator and Building Inspector will be asked to identify specific sections, regulations or topics which they would like reviewed by the consultant. A list (or matrix) will be prepared by the Planning & Zoning Administrator and given to the consultant.

Step 2. Consultant will review the LDR's and prepare a "white paper" type report, probably organized article by article, describing the substance of some revisions that may be worthy of consideration. This will be given to the R & R Committee for review.

Step 3. R & R Committee to provide its feedback to consultant on which revisions it would like to pursue further. Consultant will meet with the R & R Committee as necessary.

Step 4. Consultant to take input from R & R and prepare draft text of amendments for all matters that R & R has indicated it wants to pursue further.

Step 5. Consultant will meet with R & R as required to review text of proposed amendments and revise as necessary.

Step 6. Consultant will prepare final proposed amendments for presentation to the planning board and meet with the planning board as required to review the proposed amendments. This will include an explanatory memorandum to the board

Step 7. Consultant will prepare the public hearing notice for proposed amendments and attend the public hearing on the amendments if required.

Step 8. If amendments are revised after the public hearing, consultant will continue to assist the board with the revisions and will attend a subsequent public hearing if required.

Fee.

The consultant's fee shall be \$175/hr. for all work except attendance at meetings. There will be a not to exceed of \$3000 for all work except attendance at meetings.

It is not certain how many meetings the consultant will be required to attend. Consultant would prefer meetings in which he could participate remotely either by telephone, zoom or some other way. Such meetings would be billed at \$175/hr.

For meetings in Rye, the fee will be \$175/hr. for daytime meetings and \$200/hr. for evening meetings. Consultant will not charge mileage, but will charge 2 hrs. of travel time for each meeting in Rye. Charges will be prorated if consultant attends a meeting for other reasons.

Invoicing.

Consultant may invoice for work completed on a basis no more frequently than once per month or consultant may invoice once upon completion of the work.