



CELEBRATING 40 YEARS OF SERVICE TO OUR CLIENTS

AGENDA ITEM: Consent I

DATE: 10/26/26

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October 15, 2026

Board of Selectmen
Town of Rye
10 Central Road
Rye, NH 03870

RE: Renewal of Representation Agreement

Dear Members of the Selectboard:

Thank you for considering DONAHUE, TUCKER & CIANDELLA, PLLC to continue to represent the Town of Rye as general counsel. This engagement will be effective on January 1, 2027 through December 31, 2029. This letter is being sent to provide you with further information about the members of the Firm and about the Firm's basic policies.

OUR FIRM/RESPONSIBLE ATTORNEY

I will be the attorney primarily responsible for your files. Since there may be an occasion when I am in court, have a prior commitment, or happen to be away from the office, it may be necessary for another attorney in the Firm to meet with you or to handle an aspect of your matters. When you engage our Firm, you engage all attorneys in the Firm and, therefore, matters will be assigned within the Firm to the attorney with the requisite expertise. By engaging our Firm, we feel that you benefit from the shared knowledge and expertise of all its members. There may be cases where the expertise of two or more attorneys will be very valuable to you.

Our office hours are from 8:00 a.m. to 5:00 p.m. Please ask for me, or my Paralegal, Stephanie Carty, when calling. In my absence, she will assist you as much as possible. She is instructed, however, not to give legal advice. In an emergency, in my absence, she may refer your call to an available attorney in the Firm.

CONFLICT OF INTEREST

A conflict may arise whenever the interests of a current client might affect, or be affected by, the personal, business, financial or professional interests of a lawyer, a professional or business

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associate or relative of the lawyer, another current client, or a former client. When there are such multiple interests, there is always a possibility that the lawyer's ability to serve one set of interests without adversely affecting other interests will be compromised. Whenever such interests become conflicting, it is necessary for the lawyer to withdraw from all attorney-client relationships affected by such conflict and it is then necessary for each person to hire a new lawyer. We are aware of no such conflict related to this representation at this time.

YOUR RIGHTS

As we work on your matter, we will keep you advised of its progress by forwarding to you copies of all correspondence. Please feel free to call at any time to inquire as to the status of any matter.

If at any time you become dissatisfied with our handling of this matter, you should not hesitate to tell me immediately so we can discuss and resolve the problem. It is essential to your representation that we maintain a good relationship throughout. You may terminate our representation at any time. In the event of termination, you will be responsible for payment of any fees earned or expenses incurred. We may terminate this representation only as permitted or required by law and regulations. Failure to pay fees or expenses or make deposits when due, will be cause for such termination.

Concerning electronic communications, attorneys and legal staff will make their best efforts to ensure that all substantive electronic communications pertinent to client representation are printed out and placed in the clients paper file. Some electronic communications, however, particularly those of transitory or inconsequential nature, may be electronically deleted from our active e-mail system. By signing this agreement, you acknowledge that you have been apprised of the firm's electronic communications policy and that electronic communications that no longer exist in the Firm's active computer database will not be retrievable.

ELECTRONIC DATA COMMUNICATION AND STORAGE

In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

At the conclusion of this matter, we will return any original documents related to your case. We do not maintain physical files and only maintain an electronic file. We retain electronic files for ten (10) years, except for such records that may need to be destroyed pursuant to a Protective Order. During this period, you may request a copy of your file, which will be provided to you upon request. If you do not request a copy of your electronic file they will be destroyed after the expiry of this 10-year period. We will be certain to maintain confidentiality throughout our entire involvement with this matter including the storage and eventual destruction of your file.

YOUR RESPONSIBILITIES

To achieve the best possible representation, you will need to cooperate with us fully and provide us with all the information we need to assist you. So that we may maintain continuous contact with you throughout the representation, please notify us immediately if there is any change in your address or telephone number.

It is important that we make our fee arrangements clear to you. As we discussed, legal fees for years 2027 and 2028 will be \$275 per hour for partner and of counsel time, \$250 per hour for junior associate time and \$200 per hour for paralegal time. Beginning January 1, 2029 legal fees will be \$290 per hour for partner and of counsel time, \$265 per hour for junior associate time and \$220 per hour for paralegal time

We will provide you with itemized statements on a monthly basis. In addition to paying our legal services, it is agreed that you will reimburse the Firm for all costs and expenses incurred in your case. This includes, if applicable, sheriff's service fees, investigative fees, Court filing fees, special postage fees such as certified mail or large mailings, mileage (\$.76/mile), large photocopying projects, on-line electronic research, and any other similar out-of-pocket expenses. Furthermore, outside paralegal services at a stated hourly rate or project rate for title searches and similar projects.

We participate in the Interest on Lawyers' Trust Account program (IOLTA) administered by the New Hampshire Bar Association, whereby financial institutions agree to pay interest to a non profit fund which provides grants for legal services and education for qualified programs in the State such as New Hampshire Legal Assistance. Advances may be requested for fees and expenses as our representation proceeds. Any unused advance at the end of our representation will be refunded.

It is also agreed that fees for legal services and expenses will be paid promptly upon presentation of statements, unless other mutually satisfactory arrangements have been made with us. Unless waived by us, a finance charge of 1.5 percent per month (18 percent annual percentage rate) may be imposed on any balance not paid within thirty (30) days of billing. For your convenience, please be aware that we accept MasterCard, Visa and Discover.

Should our Firm be disengaged by you before conclusion of any matter, or should you be unable to make timely payment of our statements, we shall retain a lien on any sums on deposit with the Firm (including trust deposits), for attorney's fees and for all costs and expenses incurred. You

also agree to pay us all attorneys' fees and costs incurred if we are required to undertake collection of any sum you owe us.

While this agreement is intended to prevent any confusion of the terms of my representation, should a fee dispute arise you are agreeing, pursuant to this paragraph, to submit any fee dispute between us to Fee Dispute Arbitration with the New Hampshire Bar Association. You understand that you have the right to use other court forums to address fee disputes, but we are both agreeable to compromising those rights to submit to binding arbitration. Any decision made by the arbitration panel, whether for you or us, will be final and non-appealable. It has the same effect and enforceability as if rendered by a court of law. The New Hampshire Bar Association selects the panel from among a list of volunteers who have agreed to hear fee disputes. There are no costs associated with the panelists. You are encouraged to seek independent legal counsel on this issue before agreeing to this provision.

Our Firm warrants that we will maintain malpractice insurance in an amount which meets or exceeds the requirements of Rule 1.19 of the NH Rules of Professional Conduct during representation.

If you have any questions about any of the foregoing, please do not hesitate to call to discuss them or to consult with independent counsel. If the terms of this letter are acceptable to you, please sign the enclosed additional copy and return it to us in the self-addressed stamped envelope provided.

We look forward to representing you. While we cannot guarantee success in all cases, we want to personally assure you that our Firm will use its best efforts on your behalf. Once again, thank you for choosing our Firm.

Very truly yours,
DONAHUE, TUCKER & CIANDELLA, PLLC



Eric A. Maher, Esq.
emaher@dtclawyers.com

EAM/sac
Enclosure

The Town of Rye Board of Selectmen hereby accepts and agrees to the terms and conditions disclosed in the foregoing Representation Agreement.

Date: _____

By: _____
Matthew Scruton, Town Administrator