

Jason McCoy, Mayor
John D. Ward, Town Administrator
Town of Vernon
Memorial Building
14 Park Place
Vernon, CT 06066

RE: Engagement Letter for Legal Services

Gentlemen:

We are pleased that the Town of Vernon wishes to engage the law firm of Blackwell, Davis & Spadaccini, LLC as its counsel. The Attorneys Rules of Professional Conduct require that we confirm our fee arrangement and the other essential terms of our engagement in writing with you. If you concur, this letter will serve as such a confirmation. We understand this engagement will remain effective until terminated by the unilateral action of either party on thirty - (30) days' prior notice.

Scope of Engagement. We understand that you have engaged us to:

- Review and re-draft the Town of Vernon Zoning Regulations as amended through November 17, 2010, consistent with the Proposed Plan of Conservation and Development dated July 2011; and ~~_____~~ *Shu*
- Review and re-draft the Town of Vernon Zoning Regulations as amended through November 17, 2010, consistent with changes in the Connecticut General Statutes and previous internal amendments. *jit*

POCD - specifically w/ regard to form based zoning, Rockville section of Town

Should additional work be required we will inform you immediately of the factors involved in order that you can review and decide your course of action. Blackwell, Davis & Spadaccini, LLC would welcome the opportunity to provide additional services to you but we understand that we will not be responsible for any other aspect of any other matter without additional written instructions. We also understand that, presently, there is no other matter for which we have assumed responsibility to you. *To Town Administrator*

Deadlines. Based upon our conversations with you and other employees of the Town of Vernon, we will provide an initial review/draft of the Zoning Regulations to Len Funderman by the close of business on September 12, 2011. Of course reasonable delays may occur, but we expect to provide you with this initial review/draft by that date. *Len Funderman*

Fee arrangements. This firm shall bill at \$200.00 per hour for legal services plus reasonable expenses and costs incurred in the above-captioned matter. Our hourly rate includes

normal copying in quantities fewer than ten (10) pages, secretarial work during normal working hours, regular postal charges, and local telephone calls. Aside from the issue of legal fees, we will require reimbursement or advance payment of any filing fees (for example, fees with the Secretary of the State) or for any charges for additional copying, long distance telephone calls, telecopies, filing fees, marshal fees for service of process, express mail, messenger service, and similar charges, which will be billed separately at our actual cost. Any fees from litigation associated with this transaction are separate and apart from the fees shown above. ~~Initially, we will bill off of a retainer of \$2,500.00, which will be held in our clients' funds (escrow) account.~~ JK

Communications. I will have primary responsibility in this matter. If there is any aspect of this matter that I feel should be brought to your attention at any time or which requires a decision, I will call, write or e-mail you about it. If you ever have a question, feel free to contact me by e-mail or at any of the numbers previously provided. My e-mail address is jclark@bds-law.com. If I am not available when you call, please leave word and I will get back to you as soon as possible.

We understand that this issue is a matter of public record and we may receive inquiries from the press or other organizations looking for comment with respect to this engagement. Of course, our confidential communications with the Town of Vernon are protected by the attorney-client privilege and client confidentiality, but with respect to public information by signing below you specifically authorize us to speak with the press.

If this represents your understanding with Blackwell, Davis & Spadaccini, LLC, please sign and date below and return the original of this letter to me. We appreciate the opportunity to represent you and look forward to continued work on your behalf.

Sincerely,

Justin R. Clark

ACCEPTED AND AGREED TO:

Authorized signature

Date:

Mayer Jason McCoy
9/4/2011