

MAKER, FRAGALE & DI COSTANZO, LLP

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November 6, 2025

City of Peekskill  
840 Main Street  
Peekskill, NY 10566

Att: Matthew C. Alexander, City Manager

Re: Retainer Agreement

Dear Mr. Alexander:

This letter sets forth the terms under which Maker, Fragale & Di Costanzo, LLP ("Firm") will continue to represent the City of Peekskill in selected tax certiorari proceedings in 2026. I have represented the City in such proceedings since June of 2017.

The Firm will bill at the rate of \$225.00 per hour or part thereof. I will be the member of the Firm who will render services under this agreement. The Firm will submit statements to the City on or about the first day of each month showing the time expended during the preceding month and the disbursements incurred by the Firm since the prior statement. Disbursements will not include telephone, telefaxing, in-house photocopying charges or computer research. Disbursements will include, however, filing fees and the cost of messengers, overnight couriers and out-of-office photocopying should the need for such copying arise.

The City has the absolute right to terminate this agreement at any time, with or without reason or cause. If this retainer agreement is terminated, the City's sole obligation and liability to the Firm shall be to reimburse the Firm for any costs or disbursements advanced on its behalf and to pay for the services performed prior to the termination of this agreement.

It is the Firm's record retention policy to maintain files in storage for a period of seven years. If the City requests the file during that seven year period, the Firm will accommodate that

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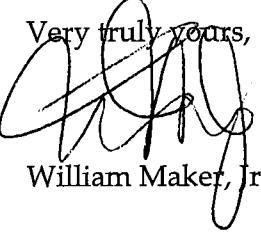
request. After that time, if you have not requested that the file be returned, its contents may be destroyed.

New York State has a "New York Fee Dispute Resolution Program," which governs the resolution of fee disputes between attorneys and clients. Under this program, the City may have the right, under certain circumstances, to compel the Firm to arbitrate fee disputes. The rules governing such fee disputes are set forth in Part 137 of the Rules of the Chief Administrator of the Courts. Copies of these rules may be obtained on-line at:

[www.courts.state.ny.us/admin/feedispute](http://www.courts.state.ny.us/admin/feedispute) or by calling (212) 428-2862.

If the City agrees to these terms, please either send me the City Council's resolution appointing the Firm counsel for selected tax certiorari proceedings pursuant to these terms.

If you have any questions, please do not hesitate to contact me.

Very truly yours,  
  
William Maker, Jr.