

January 2, 2026

VIA E-MAIL

Matthew Alexander
City Manager
City of Peekskill
840 Main Street
City Hall, Room 32
Peekskill, New York 10566

Re: Legal Services; Keane & Beane, P.C.
City of Peekskill City Attorney Retainer

Dear Matt:

I write to confirm the terms of our firm's provision of legal services to the City of Peekskill as City Attorney from January 1, 2026 through December 31, 2026. The firm, however, serves at the pleasure of you and this Agreement can be terminated by you at any time for any reason.

General Counsel Retainer

For general municipal services, we will provide advice and counseling on the full range of municipal issues that will arise from time to time at a fixed rate of \$275.00 per hour. Eric Gordon, Esq. will staff the position of City Attorney and be the primary contact between our firm and the City. Among other things, the retainer will cover attendance at Common Council meetings, meeting with City staff at City Hall, consultation, advice, opinions on questions presented by City officials, review and preparation as necessary of routine City contracts, resolutions, local laws, litigation and other actions, and the like. We will render bills on the first day of each month for work done the prior month. Our office bills in increments of tenths of an hour.

Land Use Applications

For review of land use applications our firm will charge the City at a rate of \$250.00 per hour for associates and \$285.00 per hour for partners. We will bill in each instance on the first day of each month for work done in the prior month. We will only work on land use matters assigned to us by the City Planner. George Alissandratos, Esq. will attend the Planning Board meetings and Christian Gates, Esq. will attend the Zoning Board of Appeals meetings.

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The City has authority to require land use applicants to reimburse the City's legal fees for State Environmental Quality Review Act reviews under New York State Environmental Conservation Law § 8-109(7)(a) and for special permit and other land use reviews under New York State Municipal Home Rule Law § 10 and § 22, the New York State General City Law and the City of Peekskill City Code, so long as the fees are reasonable and necessary and incurred in connection with the City's examination and action on the applicant's project. Thus, review of an applicant's documents and submissions for compliance with law or approval requirements will be reimbursable and billed at rates applicable to land use applications. Conversely, enforcement or Article 78 review proceedings will not be reimbursable, and they will be charged to the City at the rate set forth above for general counsel matters.

Labor and Employment Law

Our firm will also provide legal services for personnel, labor and employment law and related matters. Lance Klein, Esq. and Richard Zuckerman, Esq., will be the lead contact with respect to such matters including but not limited to: (a) advice and counsel regarding contract administration, personnel, human resources, civil service and other related labor and employment issue; (b) litigation, including but not limited to PERB hearings and charges, grievance and other arbitrations, disciplinary hearings, Federal Court matters, and State Court matters; (c) labor negotiations; and (d) any other labor and employment matters for which the City requests our services. Mr. Klein and Mr. Zuckerman will charge the City at the rate of \$395.00 per hour. Other partners will charge at the rate of \$350.00 per hour and associates will charge at a rate of \$300 per hour while working on any labor and employment law related matters.

Law clerks and paralegals will be billed at a rate of \$200 per hours for all matters.

This agreement does not include legal services for tax certiorari, In Rem matters (all of which are handled by separately retained counsel) and matters prosecuted in City Court relating to City Code violations and vehicle and traffic matters, which are handled by the City Prosecutor, Ingrid Sullivan.

Any out-of-pocket expenses and reasonable disbursements, including, but not limited to, overnight delivery costs, filing fees, extensive copying charges, and transcripts when necessary, parking and travel expenses, and other such extraordinary fees or expenses are payable in addition to the legal fees. These expenses also will be included in our monthly statements.

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In the event a dispute arises between us relating to fees, you have the right to seek arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. A copy of Part 137 will be provided to you upon your request.

You have the right, at any time, to terminate this engagement upon written notice to us. Immediately upon receipt of such written notice, we will cease to render any further services. Should you elect to exercise your right of termination, you will have the continuing obligation to pay all fees for services rendered and disbursements incurred prior to such termination. Once such fees and disbursements have been paid in full, we will cooperate in arranging for the transfer of files and records to you or your designee.

We may terminate our engagement and withdraw from representing the City at any time with the consent of the City or for good cause. Should we elect to exercise said right, you agree to cooperate and free us of any obligation to perform further services on your behalf and to pay to us in full all sums due to us for work performed and disbursements incurred prior to such withdrawal. For these purposes "good cause" shall be deemed to include (i) those instances in which you fail to meet your obligations under this Agreement and continue to fail to do so for thirty (30) or more days after written notice from us of such failure, (ii) your refusal to cooperate with us and (iii) any circumstance which would render our continuing representation of you unethical, impracticable or unlawful.

It is expressly understood that we do not guarantee or predict any result whatsoever in connection with the legal services to be performed on your behalf. Further, this Agreement shall be deemed to exclude matters not expressly included herein. We will consult with you or with whomever you designate prior to undertaking to perform any services regarding such excluded matters, including, but not limited to, litigation matters and arbitrations, and will enter into a separate retainer arrangement with you as to such services.

This Agreement sets forth the complete agreement and understanding of the parties. It shall not be changed except upon the mutual consent of the parties reduced to a writing signed by both parties.

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If the foregoing is acceptable, please execute where indicated below and return at your earliest convenience. We look forward to continuing our work with the City of Peekskill in 2026.

Very truly yours,



Nicholas M. Ward-Willis

NMW/sj

ecc: Barbara Durkin, Office Manager

ACKNOWLEDGED AND AGREED TO BY:

By: _____
Matt Alexander, City Manager

Dated: _____