



Portland, ME

Augusta, ME

Concord, NH

Boston, MA

Washington, DC

Nathan R. Fennessy
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March 17, 2024

Via Email Only - administrator@WarnerNH.gov

Town of Warner Select Board
c/o Kathy Frenette, Town Administrator
Town of Warner
Town Hall
P.O. Box 265
Warner, NH 03278

RE: Town Counsel for Select Board – Town of Warner, NH

SUBJECT: Confirmation of Engagement

Dear Ms. Frenette:

Thank you for asking Preti Flaherty Beliveau & Pachios, LLP (“**Preti Flaherty**”) to serve as Town Counsel for the Town of Warner Select Board. This letter will confirm the nature and scope of our legal services with respect to this engagement and the business terms and conditions of our relationship.

Client. The Town of Warner (the “**Client**”) is our client. We are not being engaged to represent, and we will not represent, any other person or entity in connection with this matter except as we may hereafter expressly agree in writing.

Professional Undertaking. We are being engaged to represent the Client as legal counsel related to all Town of Warner matters. Unless we otherwise agree further in writing, our legal representation will be limited to the performance of these services.

Relationship with Preti Strategies, LLC. As you may be aware, Preti Strategies, LLC (“**Preti Strategies**”) is an independent affiliate of Preti Flaherty. Preti Strategies and Preti Flaherty are separate companies, engaged in different businesses. Preti Strategies is a government relations and consulting firm that is not engaged in the practice of law and does not provide legal services. Preti Flaherty is a general service law firm. Your retention of Preti Flaherty to provide legal services does not constitute an engagement of or client relationship with Preti Strategies, which may have previously represented, may now represent, or may hereafter represent and provide legislative or consulting services to others that may compete with you or otherwise adversely affect your interests, directly or indirectly. In the event that you should also require government relations or consulting services from Preti Strategies, potential conflicts of interest would be assessed and the terms of any such engagement would be memorialized in a separate agreement between you and Preti Strategies.

PRETI FLAHERTY

Town of Warner

March 17, 2025

Page 2

Matter Responsible Attorney; Hourly Rates and Fees. I will be the principal attorney and primary contact and will have general responsibility for all aspects of the firm's relationship with regard to this matter. My hourly rate is \$220. Subject to my supervision, portions of our work for you may be performed by other partners/directors, of counsel, associates, or paralegals here at Preti Flaherty, with hourly rates ranging from \$125 to \$220.

Conflicts of Interest. We understand from the facts now known to us, that there are no legal conflicts with any third party that would prohibit us from serving as counsel for the Client. However, sometimes such relationships become apparent only as time passes. If such a relationship comes to our attention, we will contact you immediately.

Provided that our understanding on all the foregoing is correct, kindly give your written acknowledgement and consent by countersignature below.

Commencement of Engagement.

Our representation of the Client's legal interests in this matter will commence upon our receipt of all countersigned acknowledgments of this engagement letter. A PDF of the confirming signatures is acceptable for this purpose. We ask that you promptly return this letter with the countersignatures so that we can begin working to protect the Client's interests.

General Terms and Conditions. Other terms of this engagement are set forth in the accompanying *General Terms and Conditions of Engagement*, which are incorporated herein.

If you have any questions or concerns about any aspect of this letter, please contact me immediately so that we can address those issues and proceed with this engagement with a clear understanding of the essential business terms of our relationship.

Although we cannot guarantee the outcome or success of any engagement or professional undertaking, we will strive to represent and serve your interests in this matter as responsively, effectively, and efficiently as possible.

We appreciate your business and confidence in Preti Flaherty, and I look forward to working with you.

Sincerely,

Nathan R. Fennessy

Nathan R. Fennessy

NRF/srb
Enclosure

Communications with the Firm.

Unless you advise us otherwise, we will assume that you agree and consent to our communications with you by telephone, regular mail, e-mail, fax and courier services. To maintain attorney-client privilege with you, all of our communications should be made with devices that are not subject to monitoring by third parties. Employee communications on workplace computers are typically subject to an employer's internal policies which often permit employer access to employee email communication even on the employee's personal email account. Therefore, unless you are communicating with us on behalf of your employer, you should avoid using any workplace computer to send us email.

Storage of Information in the Cloud

Our firm employs a cloud-based application to store information in electronic (digital) format concerning the matter(s) we are handling for you. This includes personal information you provide us and any information about the matter itself. Although we still maintain some paper files, this cloud-based storage means much of the information you provide us for your matter will not be stored within our offices or our network, but rather on a third-party's servers. This is commonly referred to as being stored in the cloud. Your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have reviewed the cloud vendor's terms of use, policies, procedures and practices and have concluded they are compatible with our professional obligations. If you have any concerns about this cloud storage application, please contact us and we will be glad to discuss it with you.

Conflicts Waiver.

We are a general service law firm that you recognize has represented, now represents and will continue to represent, numerous clients (including, without limitation, your debtors, creditors and direct competitors), nationally and internationally, over a wide range of industries and businesses and in a wide variety of matters. Consequently, without a binding waiver, conflicts of interest might arise that could deprive you or other clients of the right to select us as their counsel. Thus, as an integral part of the engagement, you agree that we may, now or in the future, represent other entities or persons, including in litigation, adversely to you or any affiliate of yours on matters that are not substantially related to (a) the legal services that we have rendered, are rendering or in the future will render

to you under the engagement, and (b) other legal services that the Firm has rendered, is rendering or in the future will render, to you or any affiliate (an "Allowed Adverse Representation"). You also agree that you will not, for yourself or any other entity or person, assert that either (a) our representation of you or any affiliate in any past, present or future matter, or (b) our actual, or possible, possession of confidential information belonging to you or any affiliate is a basis to disqualify us from representing another entity or person in any Allowed Adverse Representation. You further agree that any Allowed Adverse Representation does not breach any duty that we owe to you or any affiliate.

Client Responsibilities.

You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with the fee arrangement outlined in the Engagement Letter.

Termination or Withdrawal from Engagement.

You have the right to discharge us for any reason at any time on reasonable notice. We have the right to terminate services and withdraw as your counsel on reasonable notice under any of the circumstances provided in the applicable Rules of Professional Conduct, or if any of the preceding terms and conditions are not fulfilled, or if any invoice is not paid within thirty (30) days. Unless previously terminated, our representation will terminate upon the conclusion of our work for you in this matter, but in no event later than our sending you our final invoice in this matter. Termination of our services will not affect your responsibility for payment of legal services rendered, additional charges incurred before termination and charges incurred in connection with an orderly transition of the matter. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we will have no continuing obligation to advise you with respect to future legal developments.

Client File

During our representation of you, we will be forwarding to you copies of all pleadings, documents, correspondence, and other information regarding your matter that are generated or received by this firm. These copies will be for your file. Please retain them. The records which we create during the course of this engagement reflecting our records and work product related to this engagement, and records we have received from others on your behalf, whether in paper or electronic form shall, at all times, be subject to our continuing retention and/or destruction in accordance with applicable Rules of Professional Conduct and such policies and procedures as we may, from time to time, adopt. We recognize that you are entitled to the return of all original documents and other property or papers that you deliver to us. If at any time during or at the conclusion or earlier termination of this engagement you should determine or believe that we have in our possession or under our control, any original signed documents, papers or other property which belongs to you, we strongly recommend that you specifically identify the same to us and request and obtain delivery and return of the same from us promptly.

File Retention and Destruction.

Upon the conclusion of this engagement, our file concerning this engagement will be officially closed. On your request, we will promptly return to you all original signed documents, papers and other information and data in our possession pertaining to this engagement to which you are entitled. We will retain and safeguard all information and data which you have not asked to be returned (either on or off of our premises), consistent with applicable Rules of Professional Conduct. We reserve the right after ten (10) years to destroy all or portions of such closed files in our sole discretion, except for records that

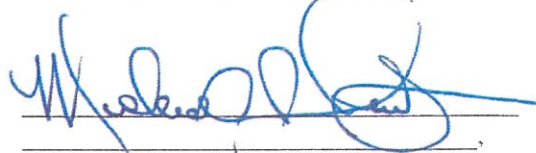
have intrinsic value in the particular version, such as original signed documents, which we will maintain until they are out of date and no longer of consequence. We will destroy files in a manner consistent with our professional obligation to preserve the confidentiality of the materials and information contained therein. Unless required by Rules of Professional Conduct, we will not provide further notice of our intended destruction of these documents.

eDiscovery Services Vendor.

If stated in the engagement letter, our firm will use Everlaw to review documents in your case and produce them as required by the Courts' e-discovery rules. Everlaw is a document management platform that substantially reduces the amount of lawyer and paralegal time incurred searching for and organizing documents. This software allows the use of predictive-coding and targeted searches to efficiently analyze and identify key documents, instead of manual review which is time consuming and costly. Everlaw automates indexing, deposition exhibits, and creates privilege logs that would otherwise require significant manual work. Additionally, the software automates the production process (Bates numbering, file formatting, etc.). These features will result in savings throughout the life of your case.

Everlaw charges \$12.00 per gigabyte/month. After the initial searches and predictive coding, the volume of documents is reduced, also reducing the cost. Everlaw provides the ability to place the database in a freeze mode once the productions and reviews have been completed, at which point we will only be billed at \$2.00 gb/month instead of \$12.00 gb/month. We can thereafter activate the database when needed. The Everlaw charges will be paid monthly, and then billed to your matter as a cost.

UNDERSTOOD AND AGREED:



duly authorized representative of the Town
of Warner, New Hampshire Select Board

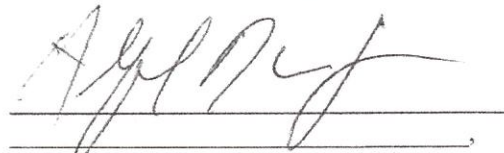
Date: 04-04-25

UNDERSTOOD AND AGREED:

duly authorized representative of the Town
of Warner, New Hampshire Select Board

Date: _____

UNDERSTOOD AND AGREED:



duly authorized representative of the Town
of Warner, New Hampshire Select Board

Date: 4-10-25

Compensation; Hourly Rates.

Consistent with ethical standards applicable to the jurisdictions in which we practice, we charge reasonable fees for our legal services. Numerous factors go into the establishment of a reasonable fee, and the primary factor will normally be our hourly rates, adjusted annually, applicable to the particular matter and the number of hours expended.

Expenses; Disbursements.

Typically, we charge our clients not only for legal services rendered but also for other ancillary costs and services. Examples include charges for long-distance telephone calls, travel, courier services, computerized research services, and the use of our facsimile, photocopy and printing machines. These charges do not, in all instances, reflect our actual out-of-pocket costs. For disbursement items that exceed \$500, we reserve the right to transmit invoices to a client for direct payment. For lesser disbursements, we will generally advance the amount and include a charge for reimbursement in our monthly statement. Extraordinary expenses will not be incurred, except in emergency situations, without a client's specific authorization.

Invoices; Payment; Interest on Past Due Invoices.

Unless otherwise stated in the engagement letter, we will bill you monthly. All amounts owed to us for fees and costs are due, and you agree to pay all such amounts, upon receipt of our invoice. We reserve the right to assess a late fee of one and one-half percent (1.5%) per month on all amounts unpaid more than thirty (30) days. We may also suspend or terminate services on account of nonpayment, subject to the limitations of applicable Rules of Professional Conduct. We accept payment via check to our PO Box in Portland, ME, via ACH or wire, or credit card via the Make a Payment Online link on our website (<https://www.preti.com/make-a-payment-online/>).

Escrow Deposits.

Any escrow deposits we receive from you will be placed in a trust account for your benefit. Unless we otherwise agree, your escrow deposit will be placed in a pooled account, and you will not be paid interest on it. By court rule in each jurisdiction where we have an office, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. If you prefer your escrow deposits held in a segregated account, please advise us.

Arbitration.

If you disagree with the amount of our fee, please take up the question with your principal lawyer contact or with the Firm's Managing Partner. In most cases, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event we are unable to resolve a fee dispute, you have the right to request arbitration under applicable Bar rules, and we agree to participate fully in that process.

Estimates.

Although we may from time to time respond to a client request for an estimate of the amount of professional fees or expenses that may be incurred in an engagement, or on a particular task or undertaking in furtherance of an engagement, such estimates, even though given by us in good faith and on the basis of our best judgment when given, are inherently inexact and are always subject to unforeseen contingencies and changed facts and circumstances. Accordingly, we cannot and will not be bound by any such estimates, unless we expressly agree in writing at the time such estimate is given.