



Robert M. DeCrescenzo
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December 14, 2016

Mr. Robert Skinner
Chief Administrative Officer
Town of Canton
P.O. Box 168
4 Market Street
Collinsville, CT 06022

Re: Land Use Regulation Training

Dear Mr. Skinner:

We are pleased you have retained Updike, Kelly & Spellacy, P.C. to render legal services on behalf of the Town of Canton. We wish to confirm our fee arrangement and the scope of our representation in connection therewith.

1. Scope of Engagement. Our representation will involve representation of the Town of Canton in connection with training for the Town's land use commissions. Thereafter, our engagement may extend to such other matters as you may from time to time request.
2. Fees and Hourly Rates. For this engagement only, we will charge our municipal rate of \$225.00 per hour. Our normal billing practice is to charge for our services based on the amount of time devoted to a matter at hourly rates for the particular attorneys and paralegals involved. These hourly rates are determined according to each individual's experience and demonstrated level of expertise. My current hourly rate is \$430.00. Hourly rates for partners range from \$335.00-\$565.00 and hourly rates for associate attorneys vary from \$230.00 for our newest associates to \$330.00 for those of senior status. Hourly rates are revised as of the end of each calendar year and new rates would apply to services rendered after January 1 of each year.

The time for which you will be charged will include, but will not be limited to: drafting of pleadings, motions, briefs, letters, agreements and other documents; taking and defending depositions; court hearings and trials; telephone and office conferences with clients, consultants and other parties; conferences among attorneys and other legal personnel; factual investigation; legal research; and travel time.

3. Disbursements. In addition to the fees described above, we will bill you for all expenses and disbursements incurred by us in connection with our representation. These expenses and disbursements will be itemized on our statements and include, but are not limited to:

Updike, Kelly & Spellacy, P.C.

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photocopying; messenger and delivery services; computerized research; travel (including mileage, airfare, parking, meals, lodging and ground transportation); long-distance telephone; telecopying; word processing; service of process and court costs; express mail and overnight delivery charges; and filing and recording fees.

4. Billing Statements and Payment Terms. Our practice is to send a monthly statement for services rendered and disbursements incurred during the previous month. The detail in all billing statements will demonstrate the nature of the fees and disbursements being incurred. All statements will be due and payable upon receipt unless we have agreed to an alternative arrangement in writing. Statements not paid within thirty (30) days are subject to interest at twelve percent (12%) per year until paid in full.

We would request that you advise us of any special billing instructions relating to your account as well as the address to which statements should be mailed. If any questions or objections about a monthly statement may arise, we ask that they be raised promptly for discussion. If only a portion of a statement is considered to be objectionable, we ask that the remainder be paid, which payment will not be considered a waiver of your objection.

5. Retainer. As a courtesy, no retainer will be required at this time.

6. Withdrawal from Representation. If you do not meet your obligations of timely payments under this agreement, we reserve the right to withdraw from this representation on that basis alone, subject, of course, to any required judicial or administrative approvals. In addition, upon the termination of our relationship for any reason, if you request that we transfer our files to you, the company or to a third party, we agree to transfer to you the following (1) documents given to us by you or your agents; (2) deposition or other discovery documents pertinent to a litigation case for which you have been billed and have paid (such as expert witness opinions); and (3) pleadings and other court papers, (4) originals in our possession and a copy of any other contract or other transaction or estate plan document, survey maps, public record searches or consultant reports in our possession to which you are a party or which we prepared or obtained on your behalf, (5) copies of all our correspondence between us and you or others in connection with our representation of you and (6) any other documents we are required to deliver to you in accordance with applicable law and rules of professional conduct at that time. We will not deliver any documents or property which, under applicable law or rules of professional conduct, we are prohibited from delivering. Unless required by applicable law and rules of professional conduct, you agree we need not deliver either originals or copies of e-mails, our internal notes, internal memoranda, preliminary drafts, copies of research materials or accounting records. You agree that our usual hourly rates will apply to the assembly of a file for delivery in accordance with this paragraph, that we may retain a complete set of copies of any documents we deliver to you and that you will reimburse us for our costs in copying such documents. This agreement is also subject to termination by either party upon reasonable notice for any reason subject, again,

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to any required judicial or administrative approvals. Upon such termination, however, you will remain liable for any unpaid fees and costs as described above.

7. Arbitration. While we look forward to a mutually beneficial and enjoyable relationship with you, as you know, one of the jobs of a lawyer is to provide for the unanticipated. Accordingly, should any fee dispute arise between us, we mutually agree that such dispute will be subjected to binding arbitration pursuant to the American Arbitration Association's arbitration program and that the arbitrators may award reasonable attorney's fees to the prevailing party in such proceedings. By signing this agreement, you acknowledge your awareness of the fact that by agreeing to arbitrate, you waive your right to a court or jury trial. In the event that the amount in controversy regarding a fee claimed to be due to the Firm is within the jurisdictional limits of the small claims procedures for the State of Connecticut, or if the Firm should elect to limit its claim to the amount within the jurisdiction of the small claims docket, then the Firm may bring an action to recover such fees in the small claims session of the Connecticut Superior Court in accordance with Chapter 24 of the Connecticut Rules of Court.

8. Governing Law; Choice of Forum. The validity, construction and performance of this agreement shall be governed by the laws of the State of Connecticut, without regard to the laws as to choice or conflict of laws. The venue of any dispute arising hereunder, including the site of arbitration shall be in Connecticut.

9. Insurance. The firm maintains errors and omissions coverage applicable to the services to be rendered.

10. Future Services. The terms and conditions of this agreement will also apply to services rendered for all future matters that we mutually agree will be handled by our firm.

11. Retention of Documents. Upon the closing of this matter, you may request that any original documents in the file be returned to you.

12. Meritas. Our firm is a member of Meritas, a network of over 200 independent commercial law firms, located in major cities throughout the world. While Meritas members are not engaged in the joint practice of law and do not share fees among themselves, membership in Meritas gives us, and our clients, important access to competent, legal resources in other jurisdictions and specialty areas of practice so that our clients' needs for legal services can be handled efficiently virtually anywhere. While we will only work alongside and utilize the services of another Meritas firm in this matter with your express knowledge and consent, we want you to be aware of Meritas and its possible benefits to you. Further information about Meritas can be obtained at the organization's website at www.meritas.org.



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13. E-mail and Facsimile Communication. In connection with this engagement, we may communicate with you or others via e-mail or facsimile transmission. As these types of transmissions can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails and/or facsimiles from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail and/or facsimile transmissions, or for the unauthorized use or failed delivery of e-mails and/or facsimile transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail and/or facsimile transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

If this letter correctly sets forth your understanding of the scope of the services to be rendered to you by Updike, Kelly & Spellacy, P.C., and if the terms of the engagement are satisfactory, and you confirm that we have made disclosures regarding potential conflicts of interest adequate, please execute the enclosed copy of this letter and return it to us. If the scope of the services described is incorrect, or if the terms of the engagement set forth in this letter are not satisfactory to you, please let me know in writing in order that we may discuss either aspect.

We appreciate the opportunity to represent you and look forward to working with you and to a successful relationship. Thank you for your confidence in selecting our firm.


Very truly yours,


Robert M. DeCrescenzo, Esq.

RMDe:psm

I HAVE READ THE FOREGOING THOROUGHLY AND CAREFULLY AND AGREE TO ACCEPT EACH OF THE ABOVE TERMS AND CONDITIONS.

TOWN OF CANTON



BY: Robert Skinner
Chief Administrative Officer
Duly Authorized

12-22-16
Date