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TOWN OF PLAISTOW



CELEBRATING OVER 35 YEARS OF SERVICE TO OUR CLIENTS

*PLEASE RESPOND TO THE EXETER OFFICE*

February 17, 2021

*Via First Class Mail and Email to: [mpearson@plaistow.com](mailto:mpearson@plaistow.com)*

TOWN OF PLAISTOW

Board of Selectmen

Mark A. Pearson, Town Manager

145 Main Street

Plaistow, New Hampshire 03865

**RE: Representation Agreement**

Dear Mr. Pearson and Members of the Board:

Thank you for considering DONAHUE, TUCKER & CIANDELLA, PLLC (hereinafter the "Firm") to represent you in connection with negotiating the renewal of the cable television franchise agreement with Comcast. This letter is being sent to provide you with further information about the members of the Firm and about the Firm's basic policies.

OUR FIRM/RESPONSIBLE ATTORNEY

I will be the attorney primarily responsible for your files. Attorney Brendan A. O'Donnell may be assisting me. Since there may be an occasion when I am in court, have a prior commitment, or happen to be away from the office, it may be necessary for another attorney in the Firm to meet with you or to handle an aspect of your matters. When you engage our Firm, you engage all attorneys in the Firm and, therefore, matters will be assigned within the Firm to the attorney with the requisite expertise. By engaging our Firm, we feel that you benefit from the shared knowledge and expertise of all its members. There may be cases where the expertise of two or more attorneys will be very valuable to you.

Our office hours are from 8:00 a.m. to 5:00 p.m. Please ask for me, Attorney O'Donnell, or my telecommunications paralegal Catherine M. Senter, when calling. In the absence of myself or Attorney O'Donnell, she will assist you as much as possible. She is instructed, however, not to give legal advice. In an emergency, in my absence, she may refer your call to an available attorney in the Firm.

DONAHUE, TUCKER & CIANDELLA, PLLC

16 Acadia Lane, P.O. Box 630, Exeter, NH 03833

111 Maplewood Avenue, Suite D, Portsmouth, NH 03801

Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253

83 Clinton Street, Concord, NH 03301

LIZABETH M. MACDONALD  
JOHN J. RATIGAN  
DENISE A. POULOS  
ROBERT M. DEROSIER  
CHRISTOPHER L. BOLDT  
SHARON CUDDY SOMERS  
DOUGLAS M. MANSFIELD  
KATHERINE B. MILLER  
CHRISTOPHER T. HILSON  
HEIDI J. BARRETT-KITCHEN  
JUSTIN L. PASAY  
ERIC A. MAHER  
CHRISTOPHER D. HAWKINS  
BRENDAN A. O'DONNELL  
ELAINA L. HOEPPNER  
WILLIAM K. WARREN

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RETIRED

MICHAEL J. DONAHUE

CHARLES F. TUCKER

ROBERT D. CIANDELLA

NICHOLAS R. AESCHLIMAN

### CONFLICT OF INTEREST

A conflict may arise whenever the interests of a current client might affect, or be affected by, the personal, business, financial or professional interests of a lawyer, a professional or business associate or relative of the lawyer, another current client, or a former client. **We are ware of no such conflicts at this time.**

### YOUR RIGHTS

As we work on your matter, we will keep you advised of its progress by forwarding to you copies of all correspondence. Please feel free to call at any time to inquire as to the status of any matter.

If at any time you become dissatisfied with our handling of this matter, you should not hesitate to tell me immediately so we can discuss and resolve the problem. It is essential to your representation that we maintain a good relationship throughout. You may terminate our representation at any time. In the event of termination, you will be responsible for payment of any fees earned or expenses incurred. We may terminate this representation only as permitted or required by law and regulations. Failure to pay fees or expenses or make deposits when due, will be cause for such termination.

Concerning electronic communications, attorneys and legal staff will make their best efforts to ensure that all substantive electronic communications pertinent to client representation are printed out and placed in the clients paper file. Some electronic communications, however, particularly those of transitory or inconsequential nature, may be electronically deleted from our active e-mail system. By signing this agreement, you acknowledge that you have been apprised of the firm's electronic communications policy and that electronic communications that no longer exist in the Firm's active computer database will not be retrievable.

### ELECTRONIC DATA COMMUNICATION AND STORAGE

In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of



confidential client information to third-party service providers during this engagement. We advise you to refrain from communicating with us on any device provided by your employer (unless you are a Town employee) or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address, (unless you work for the Town), or a shared email account.

Unless you work for the Town, you should utilize only a private email account that is password protected and accessed solely by you.

### YOUR RESPONSIBILITIES

To achieve the best possible representation, you will need to cooperate with us fully and provide us with all the information we need to assist you. So that we may maintain continuous contact with you throughout the representation, please notify us immediately if there is any change in your address or telephone number.

It is important that we make our fee arrangements clear to you. As we discussed, legal fees for lawyers will be between the rates of One Hundred Ninety-Five Dollars (\$195.00) and One Hundred Seventy-Five Dollars (\$175.00) per hour, and One Hundred Fifteen Dollars (\$115.00) per hour for paralegals (**see attached Schedule**). These rates may be adjusted annually, on January 1<sup>st</sup> of each year, to ensure comparability with our standard, new client billing rates for similar work.

We will provide you with itemized statements on a monthly basis. In addition to paying our legal services, it is agreed that you will reimburse the Firm for all costs and expenses incurred in your case. This includes, if applicable, sheriff's service fees, investigative fees, Court filing fees, special postage fees such as certified mail or large mailings, mileage (\$.56/mile), large photocopying projects, on-line electronic research, and any other similar out-of-pocket expenses. Furthermore, outside paralegal services at a stated hourly rate or project rate for title searches and similar projects.

It is also agreed that fees for legal services and expenses will be paid promptly upon presentation of statements, unless other mutually satisfactory arrangements have been made with us. Unless waived by us, a finance charge of 1.5 percent per month (18 percent annual percentage rate) may be imposed on any balance not paid within thirty (30) days of billing. For your convenience, please be aware that we accept MasterCard, Visa and Discover.

Should our Firm be disengaged by you before conclusion of any matter, or should you be unable to make timely payment of our statements, we shall retain a lien on any sums on deposit with the Firm (including trust deposits), for attorney's fees and for all costs and expenses incurred. You also agree to pay us all attorneys' fees and costs incurred if we are required to undertake collection of any sum you owe us.

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Representation Agreement  
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While this agreement is intended to prevent any confusion of the terms of my representation, should a fee dispute arise you are agreeing, pursuant to this paragraph, to submit any fee dispute between us to mandatory non-binding mediation before a mediator who is agreed to by both parties. In the event that we both are unable to agree upon a mediator, we both agree to submit our dispute for non-binding mediation to the American Arbitration Association ("AAA"), which will then appoint a mediator for us, and the mediation shall be conducted pursuant to the AAA's rules. We both agree that any such mediation will take place in Exeter, New Hampshire and that we both will equally share the costs of mediation. Any action by either of us to resolve any dispute with respect to our services shall be brought exclusively in Exeter, New Hampshire, either in the Rockingham County Superior Court or in the U.S. District Court for the District of New Hampshire, and you consent to the jurisdiction of such Courts for that purpose. New Hampshire law will govern the terms of our representation, as well as any dispute, claim, or issue arising out of or relating to our representation. You are encouraged to seek independent legal counsel on this issue before agreeing to this provision.

If you have any questions about any of the foregoing, please do not hesitate to call to discuss them or to consult with independent counsel. If the terms of this letter are acceptable to you, please sign the enclosed Acknowledgement and Acceptance sheet (last page) to the additional copy and return the original to us in the self-addressed stamped envelope provided, or scan it to us via email.

We look forward to representing you. While we cannot guarantee success in all cases, I want to personally assure you that our Firm will use its best efforts on your behalf. Once again, thank you for choosing our Firm.

Very truly yours,  
**DONAHUE, TUCKER & CIANDELLA, PLLC**



Katherine B. Miller, Esq.  
[kmiller@dtclawyers.com](mailto:kmiller@dtclawyers.com)

Enclosures

cc: John J. Ratigan, Esquire  
Brendan A. O'Donnell, Esquire

SCHEDULE OF RATES:

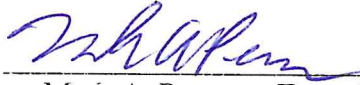
Katherine B. Miller, Esq.	\$195	PRIMARY ATTORNEY- Partner
Brendan A. O'Donnell, Esq.	\$175	ASSISTING ATTORNEY- Associate
Catherine M. Senter	\$115	PARALEGAL

**ACKNOWLEDGEMENT AND ACCEPTANCE**

The undersigned hereby accepts and agrees to the terms and conditions disclosed in the foregoing Representation Agreement.

**TOWN OF PLAISTOW**

Date: 2/22/21

BY:   
Mark A. Pearson, Town Manager  
Duly Authorized