

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, APRIL 1, 2015
Amended 3/30/15
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Friends of Neperan Park
2. Proposal for Landscape Architecture Design Services – Gracemere Trail
3. Painting – Riverside Hose
4. Sinkhole Repair – RiverWalk Park
5. Arbor Day Resolution
6. RFP – Lift Gate for New 12 ft. Dump Body
7. Consulting Agreement – CPI-HR re Affordable Care Act Activities
8. Amend Master Fee Schedule – Long Term Parking
9. Fire Department Membership Changes
10. TVAC Service Award Pension Program 2014
11. Lake Savers
12. RiverWalk Park Landscaping
13. Contract with New New York Bridge Community Benefits Fund – Fire Truck
14. Budget Meetings and Public Hearings
15. Bond Resolutions
16. Retainer Agreement – Wilson, Bave, Conboy, Cozza, Couzens, P.C.

Executive Session

- 1A. (1) Parks and Recreation Staffing
- 1A. (2) Temporary/Seasonal Employee Recreation
- 2A. Fire Department Membership

March 16, 2015

RETAINER AGREEMENT

Village of Tarrytown v.
Consolidated Edison Co. of New York, Miller
Pipeline LLC and Premier Utility Services LLC
Index No: 69901/12

This engagement letter will generally set forth this firm's retention by the Village of Tarrytown and Wilson, Bave, Conboy, Cozza, Couzens, P.C. (Law firm) to maintain a claim against the above named defendants. The Village agrees to pay the sum of \$225.00 an hour for partners and \$160.00 per hour for associates for legal services rendered in the above reference matters in addition to disbursements. Disbursements include such items as court fees, stenographer fees, medical records and experts. A quarterly itemized bill will be provided.

This retainer agreement is in connection with the above referenced claims brought as the result of the incidents of March 2010 which form the basis of the claims for damage to Village property and other incidental damages. The retainer includes all legal work necessary to prosecute the claims of the Village including all correspondence, investigation, motions, court appearances, depositions and trial.

The Village has the right to terminate this engagement at any time for any reason whatsoever upon written notice to the law firm. In the event of such termination, you shall be expected to pay for legal services rendered in the course of your representation and all other disbursements incurred prior to the date of termination.

This firm is not aware of any conflict of interest in accepting this assignment.

Acknowledge and Agreed

Dated: March , 2015

Wilson, Bave, Conboy, Cozza & Couzens, P.C.

Michael Blau

Village Administrator