



Alyssa C. Tibbetts
alyssa@tibbetts.law

201 US Route One #302
Scarborough, ME 04074

May 10, 2025

Via email to: batibbetts@windhammaine.us

Town Council
Town of Windham
c/o Barry Tibbetts Town Manager
8 School Road
Windham, ME 04062

Re: Tibbetts Law Legal Services

Dear Town Council Members:

It is my pleasure to continue providing legal services to the Town of Windham. This letter outlines the scope of legal services to be provided by Tibbetts Law, the standard terms of engagement for such legal services, as well as billing and other administrative arrangements. Upon your acceptance of these terms and your acknowledgement below, this letter represents our agreement regarding the legal services to be provided.

Identity of Clients

Tibbetts Law agrees to represent the Town of Windham and, acting through its Town Council and/or their designee, the Town shall be the client of Tibbetts Law for purposes of the legal services outlined herein. For the matters described in this engagement letter, Tibbetts Law does not and will not represent any affiliates, officers or employees of the Town without the Town's informed consent as may be appropriate under the Maine Rules of Professional Conduct for attorneys. The Town Council hereby authorizes the Town Manager to act as its representative for purposes of requesting counsel or representation. The Town Council further authorizes the Town Manager to delegate the coordination of legal services to other Town staff in their capacity as Town officials as the Town Manager deems appropriate.

Scope of Work

The legal services to be provided by Tibbetts Law under this engagement are limited to counsel and representation in the areas of public finance and tax increment financing. Your engagement of Tibbetts Law does not include representation beyond the scope described above or in any other matter, unless expressly agreed to in writing by Tibbetts Law and the Town of Windham.

Billing and Other Administrative Arrangements

Tibbetts Law is a solo practice and, as such, I will perform all services in connection with the legal services to be provided under this engagement letter. The cost of legal services has been established based on a variety of factors in accordance with the Maine Rules of Professional Conduct adopted by the Maine Supreme Judicial Court. All legal services to be performed within the scope of this engagement letter will be billed at a discounted hourly rate for government clients of \$250. This rate will be held through December 31, 2025, and may be increased incrementally as may be appropriate due to costs or other market conditions. Rates will be reviewed on an annual basis and, in the event there is a need to increase your hourly rate, I will notify you as far in advance as possible.

In addition to the hourly rate for legal services, you will be responsible for all reasonable disbursements in connection with the legal services performed, including, but not limited to travel costs, mailing costs, filing fees, electronic research, and large photocopying jobs. If particular disbursements are substantial, you may be asked to pay such costs directly and in advance of work being performed.

Legal services will be billed on a monthly basis and will include a description of the services rendered and the time that has been spent on such services. All bills are due and payable within thirty days. Tibbetts Law accepts payment by credit card and reserves the right to assess fees for such payments and for late payments.

If you disagree with the amount billed for any services provided, please contact me as soon as possible and I will work with you to resolve the matter. In the event a fee dispute is not readily resolved, you have the right to request arbitration under supervision of the Maine Board of Bar Overseers and I agree to participate fully in that process.

Retainer; Trust Account

You are not required to submit a retainer for your engagement of Tibbetts Law for the legal services outlined in this letter.

Tibbetts Law reserves the right to require advance payment for future matters as may be necessary and appropriate. In the event that a retainer is required for a future matter, you will be notified in writing and funds will be placed in a trust account held by Tibbetts Law as security for your past, present and future obligations, including your obligations to pay for legal services and disbursements promptly upon your receipt of invoices for the same. The trust account held by Tibbetts Law is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposits therein. By court rule, interest earned on the pooled trust account is payable to a charitable foundation established in accordance with such court rule. Tibbetts Law may draw against these funds to satisfy any monthly statements not paid when due. You will be notified if any such draws are made and applied to your account. You agree that if requested you will replenish these funds to the original balance and to increase the deposit to a greater amount if necessitated by the nature of the matter. If there should be any balance of these

funds remaining at the time legal services are terminated and all statements have been paid, the balance will be returned to you.

Attorney-Client Relationship

As a matter of professional responsibility, Tibbetts Law is required to preserve in confidence communications with its clients. The professional obligation and the legal privilege accorded attorney-client communications exist to encourage candid and complete communications between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including, under given circumstances, other employees or representatives of the Town of Windham. We should discuss in advance any intention of yours to include others in our confidential relationship.

Please be advised that, under Maine's Freedom of Access Act, correspondence and other records sent to you by Tibbetts Law may be a public record subject to disclosure unless such record falls within the scope of a privilege against discovery or use as evidence recognized by Maine courts, or another exception set forth in Maine law applies.

Electronic Communications

To the extent feasible, appropriate and mutually convenient, I will communicate with you by e-mail in order to provide timely and responsive service. As with all other client communications, our e-mail communications will be held as privileged and confidential. Tibbetts Law employs industry-standard security measures to maintain the confidentiality of client communications and files. Most correspondence will not be sent via encrypted e-mail unless it is necessary and appropriate to do so or unless specifically requested by the client.

Client Responsibilities

You agree to pay statements for services and expenses as provided above. In addition, you agree to cooperate with requests for information necessary to provide legal services and to provide all information known or available to you that is relevant to your request for legal services. You further agree to provide, in writing, any changes in the name, address, telephone number, authorized contact person, e-mail address, or other relevant changes regarding your entity. The contact information that you provide will be relied upon to reach you in the event that instructions or authorization are required to proceed with legal work on your behalf.

Termination of Representation; Disposition of Documents

You may terminate the legal services provided under this letter at any time, with or without cause, by notifying me in writing. Your termination of services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

I am subject to the Maine Rules of Professional Conduct, which list several types of conduct or circumstances that require or allow me to withdraw from representing a client, including, for

example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to my advice, and conflict of interest with another client. I will endeavor to identify in advance and discuss with you any situation which may lead to withdrawal and, if withdrawal ever becomes necessary, I will provide you with written notice.

If you affiliate with, acquire, are acquired by or merge with another entity, you agree to provide sufficient notice to permit withdrawal from representation if such affiliation, acquisition or merger creates a conflict of interest between any clients of Tibbetts Law and the other party to such affiliation, acquisition or merger, or if it is not in the best interests of Tibbetts Law to represent the new entity.

Unless previously terminated, representation by Tibbetts Law will terminate upon the conclusion of work for you in the matters outlined herein, but in no event later than the date of the final statement for services rendered. If a period of 90 days passes in which Tibbetts Law performs no legal services, we will consider this engagement terminated. Following such termination, any otherwise nonpublic information you have supplied that is retained by Tibbetts Law will be kept confidential in accordance with the applicable rules of professional conduct.

Upon termination of representation, if you so request, your papers and other data will be returned to you promptly. Otherwise, they will be retained by Tibbetts Law for a period of eight (8) years and then destroyed without further notice. Tibbetts Law maintains most files electronically and reserves the discretion to maintain files in either hard copy or electronic form. Tibbetts Law may also retain internal files such as drafts, notices, research, time and expense reports related to the legal services provided, all of which will be retained by Tibbetts Law.

I appreciate the opportunity to provide legal services to the Town of Windham. If the terms of this letter are acceptable, please sign and return this engagement letter to me.

Sincerely,



Alyssa C. Tibbetts

I have reviewed this engagement letter in its entirety and am duly authorized by the Town of Windham to accept and agree to the terms and conditions set forth herein as it relates to the engagement of Tibbetts Law to perform legal services for the Town:

Barry Tibbetts, Town Manager

Date