



**VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES**  
**REGULAR MEETING AGENDA**

<b>MEETING DATE:</b> May 23, 2023
<b>AGENDA ITEM SECTION:</b> Resolutions
<b>AGENDA ITEM NO. :</b> 7
<b>AGENDA ITEM:</b>  <b><u>Resolution:</u></b> Consider a resolution authorizing the Interim Village Administrator to execute a renewal retainer agreement with McCarthy Fingar to provide legal services to the Village of Dobbs Ferry commencing on June 1, 2023
<b>ITEM BACKUP DOCUMENTATION:</b>  1. Draft resolution 2. Village Attorney retainer agreement

1. Draft resolution
2. Village Attorney retainer agreement

**RESOLVED** that the Dobbs Ferry Board of Trustees authorizes the Interim Village Administrator to execute a renewal retainer agreement with McCarthy Fingar to provide legal services to the Village of Dobbs Ferry commencing on June 1, 2023.



**VILLAGE OF DOBBS FERRY**  
**112 Main Street**  
**Dobbs Ferry, New York 10522**  
**TEL: (914) 231-8500 • FAX: (914) 693-3470**

VILLAGE ATTORNEY  
RETAINER AGREEMENT  
VILLAGE OF DOBBS FERRY, NY

The Village of Dobbs Ferry ("Village") hereby retains the law offices McCarthy Fingar, LLP ("McCarthy Fingar"), 711 Westchester Avenue, Suite 405, White Plains, NY 10604 to act in the role of Village Attorney and General Counsel in accordance with the following terms:

1. Personnel

Attorneys Lori Lee Dickson and Daniel Pozin shall be responsible for the Scope of Services provided by McCarthy Fingar hereunder. Ms. Dickson will continue to sit with the Board of Trustees and Mr. Pozin with the Planning Board. In the event either is unavailable, other attorneys at McCarthy Fingar shall be available as needed.

2. General Scope of Services

The General Scope of Services provided to the Village shall cover customary and routine municipal matters including the following: (a) attending or otherwise participating in regular and special meetings of the Village Board and Planning Board including work sessions, executive sessions and advice of counsel sessions; (b) attending or otherwise participating in other meetings (e.g. with staff) on an as needed basis; (c) providing counsel to the Mayor and Trustees, Village Administrator, Village Clerk, Village Treasurer, Building Department, Department of Public Works, and Police Department, and legal support on an as needed basis to other departments and professional staff; (d) drafting legislation, resolutions and notices when requested; (e) drafting and reviewing business documents, including but not limited to, agreements, licenses, easements, contracts and leases; (f) assisting and advising Village personnel in matters involving response to FOIL requests and Open Meetings Law compliance, although primary responsibility will remain with Village Personnel; (g) providing legal advice, written opinions and memoranda as needed to assist the Village Board and/or the Village Administrator, including general advice on possible litigation prior to commencement of a

proceeding or receipt of a notice of claim; (h) upon request, providing educational-type programs to assist with the review of land use matters; and (i) monitoring and responding to e-mail correspondence and telephone communications between and among McCarthy Fingar, the Village, Village officials, Village staff and persons with matters pending with the Village. McCarthy Fingar shall be paid a General Retainer covering the General Scope of Services of \$100,700.00 per year, payable in equal monthly installments of \$8,391.67.

### 3. Land Use Applications

For each land use application that may come before the Board of Trustees or the Planning Board, McCarthy Fingar shall charge (a) a blended hourly rate of \$245.00 per hour regardless of the attorney working on the matter, for the first two hours of work, and thereafter (b) its Regular Hourly Rates on a straight hourly basis. Regular Hourly Rates range from \$250.00 to \$500.00 depending on the attorney. Work on land use applications includes review of project documents including SEQRA documents, communications with applicants, and their attorneys and consultants as needed, and attendance at meetings of the Board of Trustees and/or Planning Board as the case may be. This rate structure will apply regardless of the Board having jurisdiction for approval of the application. The Village has authority to require land use applicants to reimburse the Village's legal fees under Village Code Chapters 169 and 300. McCarthy Fingar shall invoice separately, and the Village shall pay directly for any charges which may become subject to billing by the Village for reimbursement by others including from funds held by the Village in escrow pursuant to Chapters 169 & 300 of the Village Code. It remains entirely within the purview of the Village whether it will charge others, such as land use applicants, for the services provided to the Village by McCarthy Fingar. Payment of such separately billed invoices by the Village shall not be contingent upon collection by the Village under any reimbursement or escrow policy.

### 4. Litigation

Litigation consists of any matter that is commenced by a formal court or arbitration paper, such as a summons, complaint, petition for review, notice of claim, or violation, and includes (a) representing the Village in local court enforcement matters relating to Village Code violations; (b) any defense of the Village in litigation, including small claims actions and Article 78 proceedings, (c) litigation or other actions or proceedings brought by or on behalf of the Village, including in rem tax foreclosure proceedings; (d) appeals, arbitrations, mediations and any other litigation-related matters assigned by the Village Board of Trustees, including non-party subpoenas and depositions. McCarthy Fingar will not prosecute Vehicle & Traffic offenses. Work on litigation matters will be billed at the blended rate of \$245.00 per hour regardless of the attorney working on the matter.

5. Special Projects

Special Projects include major Village endeavors which are not typically done, such as land acquisition, disposition, or development, broad-scale update or revision of the Village Code or Comprehensive Development Plan, and development of complex legislation. Special Projects also include providing advice on legal matters specifically posed by, and/or attending meetings involving, ad-hoc committees, advisory committees, the LDC, taskforces and similar organizations. Work on Special Projects will be billed at the blended rate of \$245.00 per hour regardless of the attorney working on the matter.

6. Outside Counsel

It is acknowledged that the Village engages separate Labor Counsel for all labor relations and employment matters and General Liability Counsel (as may be assigned under insurance policies) for Constitutional or other Federal claims, property damage and personal injury matters, and that McCarthy Fingar shall not be responsible for same, although McCarthy Fingar shall communicate and coordinate efforts with such separate counsels as may be necessary. In addition, with respect to Certiorari Proceedings, the Greenburgh Town Assessor will be primarily responsible for negotiating resolutions for such matters and McCarthy Fingar will assist in negotiations where necessary and review stipulations of settlement.

7. Disbursements:

The Village will be responsible to McCarthy Fingar for any disbursements and expenses as may be included on a regular invoice or submitted separately. Such disbursements and expenses include filing fees, expert fees, and messenger charges. There will be no charge for Lexis/Westlaw searches.

8. Term:

McCarthy Fingar shall serve at the pleasure of the Village Board of Trustees in accordance with terms of this Agreement. Terms may be amended upon agreement of the parties and shall be set forth in a subsequent written agreement. The Village Board of Trustees may conduct an annual review of compensation, goal setting and evaluation of performance.

9. Records:

McCarthy Fingar shall maintain legal records and files on any matter in which they have rendered services to the Village. All such records compiled by McCarthy Fingar pursuant to this Agreement shall revert to the Village upon termination of the Agreement.

10. Other Clients:

During the term of this Agreement, McCarthy Fingar shall not represent any other client before any department, board or commission of the Village.

11. Village Rights:

McCarthy Fingar is obligated to inform you that the Village has a right to arbitration of any fee dispute under Part 137 of Rules of the Chief Administrator of the Courts.

Dated: May \_\_, 2023

Village of Dobbs Ferry

McCarthy Fingar, LLP

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name: Daniel Pozin

Title: Co-Administrative Partner