

English, Carroll & Boe, P.C.

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October 22, 2013

Via E-Mail

Attorney-Client Privileged

Eileen Blackwood, Esq.
Burlington Community Development Corporation
C/O Clerk and Treasurer Office
149 Church Street
Burlington, VT 05401

Re: Engagement Letter

Dear Eileen:

English, Carroll & Boe, P.C. ("ECB") is pleased to offer to provide legal services to Burlington Community Development Corporation ("BCDC") regarding general corporate and real estate matters. We wish to reach agreement with BCDC in advance as to the conditions and guidelines that will govern our relationship, consistent with the rules of professional responsibility that apply to all attorneys.

The services which we will provide will be in accordance with the following terms and conditions:

A. **Professional Fees** – Our legal fees are determined by the amount of time spent on the file. It is expected that Kathleen Boe will be the primary attorney working on BCDC files at the current rate of \$215.00 per hour. Our current rate for paralegal time is \$85.00 per hour. Our rates are subject to change (usually at the beginning of a calendar year) and I will give you advance notice of any change.

B. **Costs and Expenses** – In the course of our representation, it may be necessary for ECB to incur certain costs or expenses, such as copying, telefax charges, municipal clerk fees, filing fees and postage. BCDC will reimburse ECB for the costs or expenses actually incurred and reasonably necessary for completing the assigned matter, as long as our charges for costs and expenses are competitive with other sources of the same products or services.

C. **Billing** – ECB will bill BCDC monthly, and expect payment no later than 30 days from the billing date. All bills will include a summary of the kinds of services rendered during the relevant period and shall be accompanied by a detailed statement describing the services performed, the time expended each day and for the entire period by each attorney or paralegal, and the hourly rates charged therefore. Reimbursable expenses included in each bill will also be broken down by category, and we will maintain back-up documentation for all expenses for your review as may be necessary.

Burlington Community Development Corporation
Attn: Eileen Blackwood, Esq.
October 22, 2013
Page 2 of 2

D. **Involvement** – Richard W. Haesler, Jr., Esq. (“Richard”) will be our initial client contact for BCDC. We will keep Richard closely involved with the progress of our services in all assigned matters, and we will keep Richard apprised of all material developments.

E. **Client’s Duties** – BCDC and its representatives agree to be truthful with ECB, to keep us informed of any relevant developments which may come to your attention, to provide us with necessary information and documents relating to the legal matters we are working on for BCDC, and to abide by this Agreement.

F. **Termination** – BCDC has the right to terminate our engagement by written notice at any time, and we have the same right, subject to our obligation to give reasonable notice to permit BCDC to obtain alternative representation or services, and subject to applicable attorney ethical provisions. If BCDC terminates our engagement, BCDC agrees to immediately pay to us all fees and expenses incurred to date. At the conclusion of our representation, the client file for BCDC, except for our notes, belongs to BCDC, and we will offer to return the complete file to BCDC. We may retain a copy of the file, and if so, we will do so for approximately seven (7) years. After that time, we will destroy the file without any further notice to BCDC.

G. **Disputes** – The laws of the State of Vermont shall govern the interpretation of this engagement agreement, including all rules or codes of ethics which apply to the provision of services.

Please review this engagement letter; if you have any questions concerning it, do not hesitate to contact me. If it is acceptable to BCDC, please acknowledge that you have reviewed it, understand it, and desire to have us represent BCDC on the basis of the terms of this letter by signing and returning a copy to me.

I look forward to working with you and Richard on BCDC legal matters.

Sincerely,

ENGLISH, CARROLL & BOE, P.C.

By: Kathleen M. Boe
Kathleen M. Boe, Esq.

Read and accepted.

Burlington Community Development Corporation

By: _____
Name: _____

_____ Date