



Stephanie L. Fera
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May 10, 2021

VIA EMAIL

Mr. Nathaniel Schmidt, Solicitor
Warren County, PA
204 Fourth Avenue
Warren, PA 16365

Christopher M. Byham, Solicitor
Warren County School District
Conewango Township
City of Warren
Stapleford & Byham, LLC
600 Market St.
Warren, PA 16365

RE: Northwest Bank Tax Assessment Appeals

Dear Mr. Schmidt and Mr. Byham:

Our firm currently represents Warren County with regard to tax assessment appeals filed by Northwest Bank to which the City of Warren, Conewango Township, and Warren County School District (hereinafter the Taxing Bodies and the Client) are also parties. The Taxing Bodies have requested that we represent them with regard to these tax assessment appeals under which the fees and costs shall be split among them as follows:

Warren County School District: 57%
Warren County: 22%
City of Warren: 15%
Conewango Township: 6%

If any of the Taxing Bodies no longer wishes to pursue this matter or disengages the Firm, the remaining Taxing Bodies shall be responsible for the fees and costs according to the proportionate amount of taxes of the Taxing Bodies still engaged by the Firm.

WAIVER OF CONFLICT OF INTEREST: Taxing Bodies understand and acknowledge that the Firm's representation of them may, depending upon the facts and circumstances of these cases, conceivably result in a situation in which the Taxing Bodies become adverse to each other, which would create potential conflicts of interest. Each of you nevertheless which to engage the Firm to represent your interests in this matter instead of proceeding with separate counsel. Each Taxing

Body by signing below expressly waives any conflict of interest, which may subsequently arise as a result of this representation. We will do our best to alert you to any potential conflicts, so that those may be appropriately addressed.

Our firm also represents Warren County for general labor and employment law services. The Taxing Bodies acknowledge that this fee agreement letter will also form an attorney-client relationship with each of them for those services, or for general solicitor services and/or business law matters as needed. In the event any of the Taxing Bodies chooses to use our firm for those services, the invoicing arrangements and rates explained below will also apply for those other services, but will be billed individually (i.e. not be split across the group in the way the tax appeal invoices will).

We charge fees for our services on the basis of hours, or increments of an hour. Our current hourly rates for attorneys is \$250 per hour and the Paralegal hourly rate is \$135. I will be your primary point of contact and will be responsible for all work performed.

You agree to pay the Firm promptly as billed for all fees, costs and expenses incurred by the Firm. At the Firm's request, the Client shall make payment directly to the vendor on account of costs and expenses incurred on behalf of the Client and the Client agrees to make payment promptly upon the receipt of billings from any vendors with respect thereto. The Firm will not advance any costs such as filing fees, expert costs or transcript costs in excess of \$350.00. In certain larger matters where there will be sizeable costs, the Firm may ask the Client to escrow or advance monies to cover these costs before they are incurred. The Firm will not charge for nor itemize certain costs such as photocopying charges except to the extent they are out of the ordinary and/or excessive. In such event, these costs will be itemized in your monthly invoice. For this matter, the Firm will send one monthly invoice and each of the Taxing Bodies shall pay its proportionate share of the total invoiced amount.

The Firm will provide the Client with a detailed invoice of fees for services rendered and costs incurred during each month. Invoices will be provided as soon as possible following the end of each month. Payment is due within twenty-one (21) days of the date of our invoice. Where the Client does not pay promptly, we reserve the right to charge interest at the rate of one percent (1%) per month, compounded, on statements not paid within twenty-one (21) days of the invoice date. In the unfortunate event that we are required to incur costs in connection with collecting any invoices, the Client agrees to be responsible for those costs, including reasonable attorney's fees. The Client has the right to terminate its relationship with the Firm at any time. In the event of such termination, the Firm will attempt to minimize any costs or disadvantages to the Client that would be associated with a transition to new counsel. If the engagement is terminated by either the Firm or the Client, the Client shall be responsible for paying our fees and costs through both the date of



termination and during the additional period after termination when asked to assist in your making arrangements for new counsel as well as other fees and costs associated with transferring the work to your new counsel.

We routinely use electronic mail to communicate and exchange documents and information related to the legal services provided. Generally, e-mail is an accepted form of communication and even if intercepted is protected by the Attorney Client Privilege. However, there is no absolute certainty that electronic communication, particularly unencrypted communication, will not be intercepted, inadvertently sent, or read by a third party. You may request or we may suggest other means of communicating certain confidential information such as personnel information or settlement strategies. If you do not want e-mail to be used during the Firm's representation of you, please provide instructions on how you wish communication to be structured.

At the conclusion of this matter, we will retain your legal files for a period of seven (7) years after we close our file. At the expiration of the seven (7) year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

We appreciate the opportunity to be of service to you. Please confirm your acceptance of this arrangement by signing a copy of this letter where indicated below and returning it to me. Please retain a signed copy of this letter for your records.

If you have any questions or comments with regard to anything set forth above, please do not hesitate to contact me.

Very truly yours,

Cafardi Ferguson Wyrick Weis + Gabriel llc



By: Stephanie L. Fera

cc: Christopher P. Gabriel



WARREN COUNTY

DATE

WARREN COUNTY SCHOOL DISTRICT

DATE

CITY OF WARREN

DATE

CONEWANGO TOWNSHIP

DATE

