

Meeting: 01/06/2025  
Moved by: C. Damone  
Seconded by: C. Brucker

Resolution 2025-16

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**Re-Appointment of Town Attorney 2025**

**WHEREAS**, under Town Law § 20, the Town Board shall designate all appointed officers and employees of the Town.

**NOW, THEREFORE, BE IT RESOLVED** that Rossi & Rossi be re-appointed as the Town Attorney for the Town of Newport for the 2025 calendar year in accordance with Rossi & Rossi Letter of Engagement (Appendix A.2).

Financial Impact:  
N/A

	Ayes	Nays
Councilmember Brucker	<u>  X  </u>	_____
Councilmember Coleman	<u>  X  </u>	_____
Councilmember Damone	<u>  X  </u>	_____
Councilmember Goodman	_____	_____
Supervisor Lowell	<u>  X  </u>	_____

## LETTER OF ENGAGEMENT

To: **TOWN OF NEWPORT**  
**2788 Newport Road**  
**Newport, New York 13416**

This Letter of Engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

Having reviewed with you the Statement of Client's Rights and the Statement of Client's Responsibilities, we have undertaken your representation in connection with the matter[s] described below:

### SCOPE OF REPRESENTATION

Providing General Legal Services to the Town of Newport as Town Attorney.

### FEES, EXPENSES AND BILLING PRACTICE

Our fees will be charged as indicated below [check appropriate box]:

☐ If on contingency, the fee will be charged in accordance with the following percent or scaled percentages:

One-third (1/3) of the amount of any settlement or judgment collected and received. The stated percentage or percentages will be applied to the net sum recovered after the deduction of expenses. You will be liable for reimbursement of expenses whether or not there is a recovery.

☒ On the basis of our time charges as follows:

\$ 250.00 Per hour for the services of Vincent J. Rossi, Jr., Esq.  
\$ 250.00 Per hour for the services of Evan A. Rossi, Esq.

### TERM

The Term of this agreement will be \_\_\_\_\_ **year(s)** from the date accepted and signed by the Town of Newport.

### FILE RETENTION

The firm retains closed files for at least seven years after they are closed.


### TERMINATION CLAUSE

The Town of Newport may terminate our representation at any time. We have the same right if we determine that our representation becomes infeasible for any reason, subject to reasonable notice for the Town to arrange other counsel.

## ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

ROSSI & ROSSI  
Attorneys at Law PLLC  
587 Main Street, Suite 302  
New York Mills, New York 13417  
Telephone: (315)733-4671

By:   
EVAN ROSSI, ESQ.

Dated: January 6, 2025

THE TOWN OF NEWPORT  
2788 Newport Road  
Newport, New York 13416  
Telephone: (315)845-8340

By: \_\_\_\_\_  
Nathaniel Lowell, Town Supervisor

Dated: January \_\_\_\_\_, 2025