



[Zoom Link 4118425407](#)
Village of Cayuga Heights
Board of Trustees Special Meeting
April 23, 2025 10:15 a.m.

	EXHIBIT/PAGE
1. Call To Order	
2. Privilege of the Floor:	
3. Letter of Engagement	2026-024 pgs. 2-4
4. Adjournment	

EXHIBIT 2026 - 024



TISH E. LYNN
DIRECT DIAL: 315-565-4538
tlynn@hancocklaw.com

April 17, 2025

ENGAGEMENT LETTER AND AGREEMENT

VIA E-MAIL ONLY: lwoodard@cayuga-heights.ny.us

Hon. Linda Woodard
Mayor, Village of Cayuga Heights
Marcham Hall
836 Hanshaw Road
Ithaca, NY 14850

Re: Labor & Employment Representation

Dear Mayor Woodard:

Hancock Estabrook, LLP would be pleased to represent the Village of Cayuga Heights (the "Village") as detailed herein. This Engagement Letter and Agreement ("Agreement") sets forth the terms of our engagement and the terms of our representation. Let me know if you have any questions or concerns.

1. SERVICES PROVIDED. Hancock Estabrook, LLP will provide services to the Village of Cayuga Heights relative to its labor and employment matters. By signing this Agreement, the Village authorizes Hancock Estabrook, LLP to represent it in these matters. "Legal services" as used in this Agreement include consultation, advice and negotiations where appropriate to assist the Village in these matters. The Village authorizes us to take any steps which, in our sole discretion, we deem necessary or proper to protect the Villages interests.

2. FEES AND COSTS. Our fees for legal services will be charged on an hourly basis. We will apply a reduced municipality rate of \$270.00 per hour for partners and of-counsel; associate time will be billed at \$240.00 per hour; and paralegal time, if any, will be charged at \$150.00 per hour. Rates are reviewed each January and will be adjusted at that time. I will be the lead attorney on this matter.

3. BILLING. We will bill the Village for our legal time in quarter-hour increments, portal to portal. Expenses we incur for the matter, including, but not limited to fax charges, travel expenses, photocopying, postage, and express delivery expenses, will be itemized and included on the monthly billings. Vehicle mileage expenses will be billed at current Internal Revenue Service



*Hon. Linda Woodard
April 17, 2025
Page 2*

rates. We may ask the Village to advance certain large expenses, such as retention of expert witnesses or consultants.

4. RETAINER. We will not require a retainer for this engagement.

5. INVOICES. We will send the Village bills each month for the prior month's time. All balances billed are due within thirty (30) days of the date of the billing statement. In the event a bill remains unpaid beyond thirty (30) days, the Village hereby agrees that we may, in our sole discretion, suspend or cease any work or services with respect to the matter until the balance is brought current.

6. DISCHARGING US. The Village may discharge us at any time by written notice effective when we receive it. Unless specifically agreed otherwise, we will provide no further services and advance no further costs on the Village's behalf after receiving the notice. If we are the Village's attorneys of record in any proceeding, we will send the Village a substitution of attorneys form which the Village agrees to execute and return immediately. The Village will remain obligated to pay us at the agreed rates for all services provided up to the date of discharge, and to reimburse us for all costs advanced up to the date of discharge.

7. OUR WITHDRAWAL. If we decide there has been an irretrievable breakdown in the attorney/client relationship or a material breach of this agreement or if a bill remains unpaid beyond sixty (60) days, we may, if no lawsuit has yet been commenced on the Village's behalf, withdraw from representation. If a lawsuit is pending, we may apply to the court to withdraw as the Village's attorneys. If that happens, the Village will be provided with notice and an opportunity to be heard in court. If the Village owes any fees or expenses at the time of our withdrawal, we may, in addition to any other remedy, seek a lien on any money or property that is awarded to the Village in the action brought on its behalf.

8. FEE DISPUTES. In the event of a dispute involving a fee, the Village has the right to elect to resolve that dispute by arbitration under Part 137 of the Rules of the Chief Administrator of the Courts.

9. FILE RETENTION AND DESTRUCTION. At the conclusion of this matter, we will return any "original" documents provided by you. All files are stored electronically and no "paper" files are retained by the Firm.

This Engagement Letter and Agreement may be executed in counterparts, and signatures on counterparts of this Agreement that are delivered via e-mail or other electronic means shall be acknowledged as if such were an original execution. Your execution of this Agreement confirms your authorization to enter this Agreement.

If the terms set forth in this Engagement Letter and Agreement are acceptable, kindly indicate your understanding and acceptance by signing below and returning the executed Agreement to me via e-mail (tlynn@hancocklaw.com).



Hon. Linda Woodard
April 17, 2025
Page 3

Thank you for retaining Hancock Estabrook, LLP to represent the Village of Cayuga Heights. I look forward to working with you.

Very truly yours,

HANCOCK ESTABROOK, LLP

A handwritten signature in blue ink that reads 'Tish E. Lynn'.

Tish E. Lynn

TEL/lmg

I HAVE READ AND UNDERSTAND THE WITHIN ENGAGEMENT LETTER AND AGREEMENT, HAVE RECEIVED A COPY, AND ACCEPT ITS TERMS.

DATED: April ____, 2025

VILLAGE OF CAYUGA HEIGHTS

By: _____

HON. LINDA WOODARD