

EDWARD A. HARTZOG, ESQ.
ATTORNEY AND COUNSELOR AT LAW
New York • Washington, D.C.

July 30, 2026

VIA E-MAIL: efalcone.ptj@RCLS.org

Mr. Edward Falcone
Interim Director
The Port Jervis Free Library
138 Pike Street
Port Jervis, New York 12771

Re: Engagement Letter – Election Law Related Matters

Dear Mr. Falcone:

This letter shall serve as an agreement to retain my services, (the “**Agreement**”), on behalf of the “Board of Trustees of the Port Jervis Free Library (the “Library”) – a duly chartered public library by the Board of Regents of the State of New York, pursuant to Education Law § 216 – in addressing several matters including: a petition filed by Mr. Anton Treuting with the New York State Department of Education on May 1, 2026 (Appeal No. 22745) [including an allegation related to the June 4 budget vote and election]; as well as, providing guidance to the Board and administrative staff as to the scope and impact of the recently enacted “Dr. John L. Flateau Voting & Elections Database of New York Act” – which became effective on April 1, 2026 and requires local school districts, including the Library, to provide specific information to the New York State Board of Elections regarding their election(s) and voters – (the “**Client**”), dated as of **July 30, 2026**.

1. Scope of Engagement. I will provide legal counsel to the Client on all issues regarding the above-referenced matter(s) including but not limited to any and/or all; investigation(s), research, discovery, interview(s), hearing(s), pre-trial preparation, trial, appeal(s) negotiation(s) of settlement and/or reports related to the same.

a. Scope Strictly Limited. The scope of this engagement is exclusively limited to those matters and issues specifically enumerated in Paragraph 1. This Agreement is expressly limited to establishing an attorney-client relationship with the Client named above. The attorney client relationship created

hereby is expressly limited to Client, and no un-named party or entity will be considered a client.

b. Acceptance. This offer of engagement is valid only if signed and returned to my office within 5 days. The engagement will commence upon Client signing this Agreement and returning the signed version in person or, via mail to my New York City office, located at 1185 Avenue of the Americas, 3rd Floor, New York, New York 10036. The correspondence must also contain payment, as detailed in paragraph 2 below. I encourage Client to keep a copy of the signed version of this Agreement for Client's Records.

2. Consideration for Services Rendered. The legal fee for services rendered will be fixed at an hourly rate of **\$575.00 [five hundred seventy-five dollars] per hour**, billed in increments of six minutes. To commence representation, I require an initial deposit of **\$5,000.00 [five thousand dollars]** with the return of the signed version of this Agreement to my office.

a. Termination of Engagement. If a party terminates this Agreement under paragraph 3 below, any unearned fees will be returned to Client within 20 days.

b. Disbursements and Outside Charges. The consideration for services rendered does not include disbursements and outside charges reasonably connected with the scope of the engagement contemplated by this Agreement, including (but not limited to) expenses, costs, fees, and the like in connection with copying, printing, publishing, recording, appraisal, valuation, service of process, mail, delivery, or courier; such disbursements and outside charges will be the sole responsibility of Client. No such disbursements or outside charges in excess of \$200 will be incurred without first informing Client and obtaining Client's approval. Disbursements and outside charges will be tabulated on an invoice sent to Client by regular mail, e-mail, or both at least once per 60 days.

c. Payment of Fees. Detailed bills are provided upon request or at the completion of and/or preparation of any complaint, motion or other application to the Court for relief, and reflect time and expenses from the date of any prior bill. Once the retainer is exhausted, the Client is responsible for the payment of all fees and expenses over and above the Retainer Amount. Fees are payable upon receipt of the statement. The Firm ordinarily will not perform work for any client whose account is more than 30 days in arrears. We reserve the right to charge market rate interest on accounts unpaid for more than 30 days. You have the right to terminate the representation at any time – as set forth in paragraph 3 "Termination" below – I have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either event, fees and costs incurred on or before the date of termination must be paid as described in this letter.

3. Termination. Client has the unrestricted right to terminate this Agreement at any time, and for any reason, upon written notice by regular mail, e-mail, or both. I may terminate this Agreement on account of an impasse between us, a material breach of this Agreement (including non-payment of consideration for services rendered), or for any other permissible reason under this Agreement or the New York Rules of Professional Conduct. Upon termination of this Agreement by either party, I have the right to collect from Client (i) any consideration due for services rendered and (ii) any disbursements or outside charges incurred but not yet paid. I may seek any remedy allowable by law and the New York State Rules of Professional Conduct, including (but not limited to) a retaining or charging lien.

4. Cooperation. I represent that all legal advice will be rendered in my best professional judgment and in the best interests of Client. Client's refusal to follow or cooperate with such legal advice may be considered an impasse giving me good cause to terminate this Agreement under paragraph 3 above.

5. No Guarantee of Results. Client acknowledges that I cannot guarantee the successful outcome of any transaction or litigation with respect to any person or government agency not party to this Agreement, and I have not made, do not make, and will not make any such guarantee or representation to Client.

Initial here to affirm acknowledgement of Paragraph 5 above:

6. Arbitration and Governing Law. Any dispute under this Agreement will be governed by the laws of the State of New York. In the event a dispute arises with respect to fees between \$1,000 and \$50,000, Client shall have the right to seek arbitration with respect to such fees. Any such arbitration shall be governed by 22 NYCRR Part 137. I may also, with the consent of Client, request arbitration of any fee dispute. Arbitration is considered to be a more efficient and less costly method of resolving disputes and results in a final and binding determination. Upon the occurrence of a dispute, I will provide Client with the necessary information and forms regarding arbitration.

Kindly indicate your understanding and acceptance of the Agreement and the attached Statement of Clients' Rights and Responsibilities by signing where indicated below.

Mr. Edward Falcone
Port Jervis Free Library
July 30, 2026

I have read the above Agreement and attached Statement. I have received a copy of both and accept all of the terms of the Agreement.

CLIENT:

Date: _____

By: Edward Falcone, Interim Director
The Port Jervis Free Library

FIRM:

Date: _____

Edward A. Hartzog, Esq.

Statement of Clients' Rights and Responsibilities

Your attorney is providing you with this statement to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney, please read this statement carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

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At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the

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terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.