

HISCOCK & BARCLAY^{LLP}

Mark R. McNamara
Partner

June 4, 2012

Ms. Catherine DeWolff
Tax Collector
P. O. Box 45
Essex, New York 12936

RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Index No. 437-11
Our File: 3054108


Dear Ms. DeWolff:

As we discussed, enclosed is the redacted version of the response to S. B. Lewis's May 16, 2012 FOIL request.

Very truly yours,


Mark R. McNamara

MRM/srm
Enclosure

cc: Town of Essex (via email with enclosure)

(518) 963-4288 FAX

Check Number: 7499

Total:			5505.30	

I, _____, Certify that the above account in the amount of \$ _____
(Claimants' Signature)
Date Signed _____ is true and correct; that the items, services and disbursements charged
were rendered to or for the **TOWN OF ESSEX** on the dates stated; that no part has been paid or satisfied; that taxes,
from the municipality are exempt, are not included; and that the amount claimed is actually due.

Date: 5/17/12 Authorized Officials Signature [Signature]
Date: _____ Authorized Officials Signature _____

HISCOCK & BARCLAY LLP

Town of Essex
2313 Main Street
Essex, NY 12936

May 8, 2012
Invoice No: 4335690
File No. 311903-30641 08
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through April 30, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

Total Fees

897.00

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Mark R. McNamara	Partner	1.90	335.00	636.50
Jessica A. Norgrove	Sr Associate	0.90	220.00	198.00
Lisa M. Shaver	Paralegal	0.50	125.00	62.50

COSTS

May 8, 2012
Invoice No. 4335690
File No. 311903-3054108
Town of Essex

DESCRIPTION	AMOUNT
Copy Charges	0.10
Total Costs	.10
Total Current Fees and Costs	USD 897.10
ADDITIONAL INFORMATION	
Prior Unpaid Balance due to Hiscock & Barclay, LLP	4,608.20

HISCOCK & BARCLAY^{LLP}

Remittance Copy

April 19, 2012
Invoice No: 4333841
File No. 311903-3054108
Town of Essex

	AMOUNT
Total Current Fees and Costs	4,608.20
Prior Unpaid Balance due to Hiscock & Barclay, LLP	538.20
Total Payment Enclosed	

Payment Due Upon Receipt in US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 329681022391
Swift Code for International Wire: KEYBUS33

When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

HISCOCK & BARCLAY ^{LLP}

Town of Essex
2313 Main Street
Essex, NY 12936

April 19, 2012
Invoice No: 4333841
File No. 311903-3054108
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through March 31, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

April 19, 2012
 Invoice No. 4333841
 File No. 311903-3054108
 Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
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Total Fees

4,601.50

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Mark R. McNamara	Partner	11.90	335.00	3,986.50
Jessica A. Norgrove	Sr Associate	2.00	220.00	440.00
Lisa M. Shaver	Paralegal	1.40	125.00	175.00

COSTS

DESCRIPTION	AMOUNT
Copy Charges	6.70

Total Costs

8.70

Total Current Fees and Costs

USD 4,608.20

ADDITIONAL INFORMATION

Prior Unpaid Balance due to Hiscock & Barclay, LLP

538.20

HISCOCK & BARCLAY ^{LLP}

Remittance Copy

May 8, 2012
Invoice No: 4335690
File No. 311903-3054108
Town of Essex

	AMOUNT
Total Current Fees and Costs	897.10
Prior Unpaid Balance due to Hiscock & Barclay, LLP	4,808.20

Total Payment Enclosed

Payment Due Upon Receipt in US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 329681022391
Swift Code for International Wire: KEYBUS33

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Identifying which invoice(s) is being paid.

HISCOCK & BARCLAY ^{LLP}

Town of Essex
2313 Main Street
Essex, NY 12938

RECEIVED

APR 23 2012

TOWN OF ESSEX

April 19, 2012
Invoice No: 4333842
File No. 311903-3045264
Mark R. McNamara

Re: Review of Construction Contracts

For Professional Services rendered through April 19, 2012

DATE	INIT	DESCRIPTION
------	------	-------------

Total Fees		25.00
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COSTS

DATE	DESCRIPTION	UNITS	RATE	AMOUNT
01/31/12	Computerized Legal Research -ESSEX	1	75.00	75.00
03/13/12	Computerized Legal Research -ESSEX	1	75.00	75.00
Total Costs				150.00

Total Current Fees and Costs	USD	175.00
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ADDITIONAL INFORMATION

HISCOCK & BARCLAY ^{LLP}

Remittance Copy

April 19, 2012
Invoice No: 4333842
File No. 311903-3045264
Town of Essex

AMOUNT

Total Current Fees and Costs

173.00

Payment Due Upon Receipt in US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3045264
ABA#: 021300077
Account #: 329681022391
Swift Code for International Wire: KEYBUS33
When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

TOWN OF ESSEX	MULTIFUND	7499
Hiscock & Barclay LLP		7499
4335690 & 43338	5/15/2012	\$5,505.30
	\$0.00	\$5,505.30
	5/21/2012	\$5,505.30

HISCOCK & BARCLAY LLP

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.565.1300 • F 716.565.1301

FEDERAL ID NO. 15-0339022

Remittance Copy

March 16, 2012
Invoice No: 4330718
File No. 311903-3054108
Town of Essex

Total Current Fees and Costs

Prior Unpaid Balance due to Hiscock & Barclay, LLP

Total Payment Enclosed

AMOUNT

20,288.95

20,288.95

pol. ct # 7409
Ab # 2012 - 3

Payment Due Upon Receipt In US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 320681022391
Swift Code for International Wire: KEYBUS33

When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

BARCLAY

LLP

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1800 • F 716.566.1801

FEDERAL ID NO. 18-0339022

Town of Essex
2313 Main Street
Essex, NY 12938

March 18, 2012
Invoice No: 4330716
File No. 311903-3054108
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through February 29, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

Total Fees

4589.00

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Mark R. McNamara	Partner	1.40	335.00	469.00
Jessica A. Norgrove	Sr Associate	0.30	220.00	66.00

COSTS

DESCRIPTION	AMOUNT
Copy Charges	3.20

Total Costs

3.20

March 16, 2012
Invoice No. 4330718
File No. 311903-3054108
Town of Essex

Total Current Fees and Costs	USD	538.20
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ADDITIONAL INFORMATION

Prior Unpaid Balance due to Hiscock & Barclay, LLP	20,288.93
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TOWN OF ESSEX

MULTIFUND

7442

Hiscock & Barclay LLP

4/19/2012

\$538.20

7442

4330716

4/18/2012

\$538.20

\$0.00

\$538.20

TOWN OF ESSEX

2313 MAIN ST.

PO BOX 355

ESSEX, NY 12936

(518) 963-4287

(518) 963-4288 FAX

VOUCHER

Abstract Number: 2012-4

Voucher Number: 12-191

Check Number: 7436

[illegible]

CLAIMANT'S CERTIFICATION

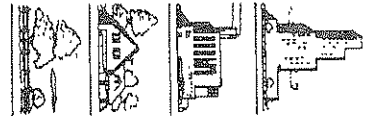
I, _____, Certify that the above account in the amount of \$ _____
(Claimant's Signature)

Date Signed _____ is true and correct; that the items, services and disbursements charged were rendered to or for the TOWN OF ESSEX on the dates stated; that no part has been paid or satisfied; that taxes, from the municipality are exempt, are not included; and that the amount claimed is actually due.

Authorized Officials Approval – Town of Essex Use Only

*The above services or materials were rendered or furnished to the TOWN OF ESSEX
on the dates stated and the charges are correct.*

Date: 4/16/12 Authorized Officials Signature: Sharon [Signature]



ESAC

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7594 FAX/758-1993 esac@esac.com

Sharon Bolsen, Supervisor
Main Street
Essex, NY 12936

April 1, 2012

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED March 1 through March 31, 2012

Re: LEWIS FAMILY FARM V. TOWN OF ESSEX

FEE

Principal: 19.25 hours @ \$175.00 = \$3,368.75
Disbursements posted to date: 16.45

AMOUNT DUE

\$3,385.20

355.24.1

Empire State Appraisal Consultants
18 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

April 02, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12355

Professional Services

Principal

Hrs/Rate Amount

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
-----------------	---------------

SUBTOTAL:

[19.25	3,368.75]
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For professional services rendered

19.25	\$3,368.75
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Additional Charges :

<u>Price</u>	<u>Qty</u>
--------------	------------

Principal

3/31/2012 Telephone

	16.45
\$16.45	1

SUBTOTAL:

[16.45]

Total additional charges

\$16.45

Total amount of this bill

\$3,385.20

TOWN OF ESSEX

MULTIFUND

7436

Empire State Appraisal Consulta

4/19/2012

\$3,385.20

7436

12355

4/17/2012

\$3,385.20

\$0.00

\$3,385.20

TOWN OF ESSEX

2313 MAIN ST.

PO BOX 355

ESSEX, NY 12936

(518) 963-4287

(518) 963-4288 FAX

VOUCHERAbstract Number: 2012-3Voucher Number: 2012-138Check Number: 7380

CLAIMANTS NAME AND ADDRESS			Entered Date:	Batch Number:
Empire State Appraisal Consultants, Inc.			3/13/12	1263
16 Hudson Street				
Kindershook, NY 12106				
DATE	INVOICE #	Description of Services & Materials	Amount	Debit Account (Office Use Only)

Total:			10508.50	

CLAIMANT'S CERTIFICATION

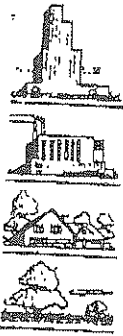
I, _____, (Claimants' Signature) Certify that the above account in the amount of \$ _____

Date Signed _____ is true and correct; that the items, services and disbursements charged were rendered to or for the TOWN OF ESSEX on the dates stated; that no part has been paid or satisfied; that taxes, from the municipality are exempt, are not included; and that the amount claimed is actually due.

Authorized Officials Approval – Town of Essex Use Only

The above services or materials were rendered or furnished to the TOWN OF ESSEX
on the dates stated and the charges are correct.

Date: 3/14/12 Authorized Officials Signature: Shawn Pore

**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7584 FAX/758-1993 esac@berk.comSharon Boisen, Supervisor
Main Street
Essex, NY 12936

March 1, 2012

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED January 1 through February 29, 2012

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

FEE

Principal: 7.00 hours @ \$175.00 = \$1,225.00
AMOUNT DUE

\$1,225.00

A1355.4.1

TOWN OF ESSEX

VOUCHER

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESSEMPIRE STATE APPRAISAL CONSULTANTS
Sixteen Hudson Street
Kinderhook, NY 12106

TERMS

Purchase
Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

TOTAL

Abstract No.

Vendor's
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price	Am
3/1/12	See attached			\$1,225
			TOTAL	\$1,225

CLAIMANT'S CERTIFICATION

Barry M. Herbold

I, Barry M. Herbold, certify that the above account in the amount of \$ 1,225 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes from which the municipality is exempt, are not included; and that the amount claimed is actually due

3/1/12

DATE

SIGNATURE

President

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUTHORIZED SIGNATURE

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

March 02, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12331

Professional Services

Principal

Hrs/Rate Amount

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
-----------------	---------------

SUBTOTAL:

[7.00	1,225.00]
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For professional services rendered

7.00	\$1,225.00
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**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7694 FAX/758-1893 esac@berk.comSharon Boisen, Supervisor
Main Street
Essex, NY 12936March 1, 2012
THIRD STATEMENT**STATEMENT**

FOR PROFESSIONAL SERVICES RENDERED December 1 through December 31, 2012

FEE

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

Principal:	30.50 hours @ \$175.00	=	\$5,337.50
Disbursements posted to date:			<u>6.00</u>

AMOUNT DUE

\$5,343.50

TOWN OF ESSEX

VOUCHER

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESSEMPIRE STATE APPRAISAL CONSULTANTS
Sixteen Hudson Street
Kinderhook, NY 12106

TERMS

Purchase
Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION N

AMOUNT

TOTAL

Abstract No.

Vendor's
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
3/1/12	See attached			\$5,343.50
				TOTAL \$5,343.50

Barry M. Herbold

CLAIMANT'S CERTIFICATION

I hereby certify that the above account in the amount of \$ 5,343.50 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/1/12

DATE

SIGNATURE

President

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

SIGNATURE

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

March 02, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12331

Professional Services

Principal

Hrs/Rate

Amount

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
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SUBTOTAL:

For professional services rendered

[7.00	1,225.00]
7.00	\$1,225.00

05/25/2012 10:11 Town of Essex

(FAX)5189634288

P.037/075

TOWN OF ESSEX

MULTIFUND

7380

Empire State Appraisal Consulta

3/16/2012

\$6,568.50

7380

1/1/12-2/29/12

3/13/2012

\$6,568.50

\$0.00

\$6,568.50

(518) 963-4287.
(518) 963-4288 FAX

Check Number: 7409

Authorized Officials Approval – Town of Essex Use Only

*The above services or materials were rendered or furnished to the TOWN OF ESSEX
on the dates stated and the charges are correct.*

Date: _____ Authorized Officials Signature _____

The logo for Barclay LLP, featuring the word "BARCLAY" in a bold, sans-serif font, with "LLP" in a smaller font to its right. The logo is set against a dark, textured background that appears to be a horizontal bar.

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 • F 716.566.1301

FEDERAL ID NO. 18-0339022

Town of Essex
2313 Main Street
Essex, NY 12936

February 13, 2012
Invoice No: 4327136
File No. 311903-3054108
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through February 13, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
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February 13, 2012
Invoice No. 4327136
File No. 311903-3054108
Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

05/25/2012 10:12 Town of Essex

(FAX)5189634288

P.042/075

February 13, 2012
Invoice No. 4327138
File No. 311903-3054108
Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

February 13, 2012
 Invoice No. 4327138
 File No. 311903-3054108
 Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

Total Fees 19,743.50

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Christopher J. Hanliff	Counsel	8.30	235.00	1,950.50
Mark R. McNamara	Partner	3.50	335.00	1,172.50
Mark R. McNamara	Partner	34.50	320.00	11,040.00
Jessica A. Norgrove	Sr Associate	21.90	220.00	4,818.00
Lisa M. Shaver	Paralegal	6.10	125.00	762.50

COSTS

DESCRIPTION	AMOUNT
Copy Charges	13.60
Payment to - Mark R. McNamara- Travel expenses to Albany, NY to attend 12/13/11 Property Inspection	217.08
Payment to - Hampton Inn & Suites- Hotel expense 12/12/11	158.46
Payment to - Jessica A. Norgrove- Travel to Essex, NY to inspect client-related property (Lewis Family Farm) with appraiser on 12/13/11	154.29

Total Costs 543.43

Total Current Fees and Costs USD 20,286.93

ADDITIONAL INFORMATION

Prior Unpaid Balance due to Hiscock & Barclay, LLP .00



1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.866.1800 • F 716.866.1801

FEDERAL ID NO. 15-0339022

Remittance Copy

February 13, 2012
Invoice No: 4327136
File No. 311903-3054108
Town of Essex

	AMOUNT
Total Current Fees and Costs	20,286.93
Prior Unpaid Balance due to Hiscock & Barclay, LLP	.00
Total Payment Enclosed	

Payment Due Upon Receipt In US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 328681022391
Swift Code for International Wire: KEYBUS33

When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

TOWN OF ESSEX

MULTIFUND

7409

Hiscock & Barclay LLP

3/16/2012

\$20,286.93

7409

6/2/11 to 1/31/12	3/16/2012	\$20,286.93	\$0.00	\$20,286.93
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BARCLAY

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 • F 716.566.1301

MARK R. MCNAMARA
PARTNER

DIRECT DIAL 716.566.1536
DIRECT FAX 716.846.1210
MMCNAMARA@HBLAW.COM
ALSO ADMITTED IN: DISTRICT OF COLUMBIA

February 3, 2012

Ms. Sharon Boisen
Supervisor, Town of Essex
P.O. Box 355
2313 Main Street
Essex, New York 12936

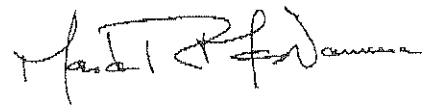
RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Our File: 3054108

Dear Sharon:

Enclosed is Empire State Appraisal Consultants, Inc.'s January 1, 2012 statement and breakdown of its work in preparing an appraisal on the subject property in this case. You can either send payment to Hiscock & Barclay and I will cut a check directly to Empire State Appraisal Consultants, Inc. or simply send a check directly to them. If you are paying ESAC directly, please copy me on the transmittal letter and check.

Please contact me if you have any questions.

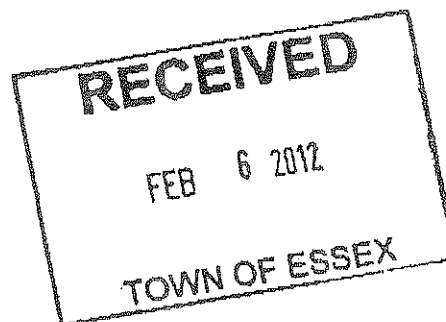
Very truly yours,

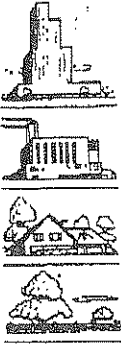


Mark R. McNamara

MRM:kr
Enclosure

cc: Oksana Ludd, Esq. (with Enclosure)



**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12106
518/758-7594 FAX/758-1993 esac@berk.comMark R. McNamara, Esq.
Hiscock and Barclay
110 M&T Center
3 Fountain Plaza
Buffalo, NY 14203

January 1, 2012

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED December 15 through December 31, 2012

FEE

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

Principal:	30.50 hours @ \$175.00	=	\$5,337.50
Disbursements posted to date:			<u>6.00</u>

AMOUNT DUE

\$5,343.50

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

January 04, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12314

Professional Services

Hrs/Rate Amount

Principal

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
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SUBTOTAL:

[30.50	5,337.50]
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For professional services rendered

30.50	\$5,337.50
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Additional Charges :

<u>Price</u>	<u>Qty</u>
--------------	------------

Principal

12/16/2011 Deed copies

\$6.00	1	6.00
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SUBTOTAL:

[6.00]

Total additional charges

\$6.00

Total amount of this bill

\$5,343.50

05/25/2012 10:15 Town of Essex

(FAX)5189634288

P.052/075

TOWN OF ESSEX

MULTIFUND

7345

Supplier: Hiscock & Barclay LLP

Acct #:

Date: 2/16/2012 Amt: \$5,343.50

7345

Invoice Number	Date	Amount	Discount	Amt. to Pay	Invoice Number	Date	Amount	Discount	Amt. to Pay
12314	2/13/2012	\$5,343.50	\$0.00	\$5,343.50					

HISCOCK & BARCLAY

80 STATE STREET
ALBANY, NEW YORK 12207
T 518.429.4200 • F 518.429.4201

OKSANA M. LUDD
PARTNER

DIRECT DIAL 518.429.4294
DIRECT FAX 518.427.3490
OLUDD@HBLAW.COM
ALSO ADMITTED IN OHIO

June 16, 2011

Ms. Sharon Boisen
Supervisor
Town of Essex
Essex, New York 12936

Re: Engagement of Hiscock & Barclay, LLP by
Town of Essex.

Dear Ms. Boisen:

Thank you for engaging the Firm to represent you in the following matters:

All matters relating to such tax certiorari cases filed in 2011 with respect to property located in the Town of Essex, which the Town Supervisor may determine from time to time to assign to this Firm, and all related issues and litigation, including, but not limited to, Freedom of Information Law ("FOIL") requests or any other related matters. ("Matter"):

The Firm is pleased to undertake this representation. As a matter of Firm policy, it is necessary that the Firm provide you with this engagement letter to set out the specific terms applicable to the representation. These terms consist of the terms set forth in this letter and in the Standard Terms of Engagement for Legal Services ("Standard Terms") attached hereto (collectively, the "Engagement Letter"). Please be aware that we are not to be considered to be your attorneys on the Matter until this Engagement Letter has been signed and returned by you, so please respond promptly. You should not sign this Engagement Letter if you do not understand the terms of the representation or if they are unacceptable.

Ms. Sharon Boisen
June 16, 2011
Page 2

Thank you for allowing H&B to be of service to you in connection with this engagement. If the terms of this Engagement Letter meet with your approval, please so indicate by signing and returning the original to me. A counterpart of this Engagement Letter is enclosed for your files.

Very truly yours,

HISCOCK & BARCLAY, LLP

By: Oksana M. Ludd
Oksana M. Ludd

AGREED TO AND ACCEPTED:

Sharon Boisen
Sharon Boisen, Supervisor
Dated: _____

HISCOCK & BARCLAY, LLP**Standard Terms of Engagement for Legal Services
("Standard Terms")****Introduction**

This Standard Terms of Engagement for Legal Services contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter (the "Letter") to which this Standard Terms of Engagement is attached (collectively, the "Engagement Letter"). Therefore, we ask that you review this document carefully and contact us promptly if you have any questions.

1. **Parties.** This Standard Terms states the terms under which Hiscock & Barclay, LLP (we or "H&B") shall provide and the Town of Essex ("Client") shall pay for legal services.
2. **Scope of Services ("Matter").** H&B shall provide legal services to Client in connection with the Matter described in the Letter. Legal services not required for the Matter as described therein will not be provided unless Client requests such services and H&B agrees, in writing, to provide them.
3. **Primary Attorney.** Mark R. McNamara will be the attorney at H&B who has primary responsibility for work on the Matter (the "Primary Attorney"). The Primary Attorney may be reached at the following contact information: telephone (716) 566-1536, facsimile (716) 846-1210, e-mail mnamara@hblaw.com. The legal secretary for the Primary Attorney is Kathy Roesch who may be reached at the following contact information: telephone (716) 566-1523, facsimile (716) 566-4037, e-mail kroesch@hblaw.com. Jessica A. Norgrove will also provide legal services on this matter. Jessica can be reached at the following contact information: telephone (518) 429-4262, facsimile (518) 533-2941, e-mail jnorgrove@hblaw.com. Issues with respect to FOIL will be addressed by Matthew Kerwin who may be reached at the following contact information: telephone (315) 425-2820, facsimile (315) 425-8552, email mkerwin@hblaw.com. The Primary Attorney may use other H&B attorneys and non-attorney staff (such as paralegals) to do work on the Matter. Client has the right, exercisable at any time, to require a change in the Primary Attorney and other attorneys and staff working on the Matter. H&B also reserves the right to make changes to such personnel at any time.
4. **Client Confidentiality.** H&B will protect client confidences and secrets as required by law. Please use special care when communicating with H&B via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-client privilege.
5. **Conflicts of Interest.**
 - (a) **Client's "Affiliates".** In this engagement, H&B represents only the person or entity that is identified as the "Client" in the Letter.

(b) Other Clients Adverse to "Client". H&B is a large law firm which represents many clients in a variety of matters. It is possible that in the future, H&B may be asked by one of those clients to represent it in a matter where Client is an adverse party or has an adverse interest. If such a future matter is substantially unrelated to the Matter in this engagement and if Client has not given H&B any confidential information that is materially relevant to such a future matter, then Client agrees prospectively (1) to waive any conflict of interest in connection with H&B representing another client in such a future matter even though it may be against Client or an interest of Client; and (2) not to seek to disqualify H&B from representing another client in any such future matter.

6. Fees. The fees H&B will charge for its services will be based on the amount of time spent by its attorneys and paralegals on the Matter. Time is charged in units of tenths of an hour. The fee will be the time spent by attorneys and paralegals multiplied by their hourly billing rate in effect when the work is done. The hourly billing rates are subject to change at the beginning of each calendar year. The current hourly billing rate of Mark R. McNamara is \$320, of Jessica A. Norgrove is \$220 and of Matthew Kerwin is \$220. Upon request, H&B will provide Client with the hourly billing rate for each person working or expected to work on the Matter.

7. Expenses. In addition to the fees described above, H&B will charge Client for expenses it incurs that are related to the Matter. Examples of such expenses are filing fees, expert witness fees, travel expenses, mileage, transcripts, judgments and lien searches, computerized legal research and the like. Expenses may either be incurred/paid by H&B and billed to Client, the bill for the expense may be submitted to Client for payment directly to the billing party, or H&B may assist Client in setting up a billing relationship between the third party vendor and Client so Client can pay the charges directly.

8. Retainer Account. Client shall maintain the \$2,500.00 retainer in accordance with the Engagement Letters dated February 10, 2010 and January 26, 2011, respectively.

9. Billing and Payment. H&B's normal practice is to send Client a monthly bill for fees and expenses for the prior month, although that practice may vary. Payment is due on receipt of the bill. In the event of a fee dispute, Client may have the right to seek arbitration; we will provide Client with the necessary information regarding arbitration in the event of a fee dispute, or upon Client's request.

10. Termination.

(a) By Client. Client may terminate this engagement at any time for any reason by notifying H&B in writing. Client shall be responsible for outstanding invoices, for unbilled fees and expenses incurred before termination, and for fees and expenses in connection with an orderly transition of the Matter.

(b) By H&B. H&B may terminate this engagement at any time for any reason, including Client's failure to pay H&B's fees and expenses, provided, however, that H&B's right to

terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.

(c) On Completion of the Matter. H&B's representation of Client on this Matter shall terminate automatically when the Matter is complete. The relationship of attorney-client between H&B and Client thereafter shall continue only if Client has engaged H&B on other matters or once again engages H&B on this Matter.

11. Entire Agreement. This Engagement Letter constitutes the entire agreement between H&B and Client as to the Matter and may be changed only by a written document, signed by both parties.

12. Governing Law. Any dispute arising under this Engagement Letter shall be governed by the laws of the State of New York. Client consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of Albany to resolve any such disputes.

13. Additional Services. H&B is a full-service law firm with a wide array of expertise as described in the enclosed list of our Practice Groups. Please feel free to contact the Practice Group Chair about additional services offered by H&B.

HISBORN & BARCLAY

PRACTICE OFFERINGS

(As of 1/25/11)

Trademarks & Copyrights

(212) 784-5806

Litigation

Jon P. Devendorf

(315) 425-2724

Brian E. Whiteley

(617) 274-2903

Construction & Surety

Kalski

(716) 566-1510

d

(315) 425-2763

Rights

(315) 425-2716

Project Development

Liffe

(315) 425-2875

Utilities

Lizza

(315) 425-2710

L

(518) 429-4224

Institutions & Lending

Lsky

(716) 566-1413

Human Services

(518) 429-4250

Lward

(716) 566-1558

(315) 425-2784

Insurance & Regulation

Lca

(585) 295-4420

Property Litigation

Christopher E. Blank

(585) 295-4308

Douglas J. Nash

(315) 425-2828

Business

Richard J. Day

(716) 566-1422

Employment

Benheimer

(716) 566-1575

Election Law Compliance

(315) 425-2784

Amendment

Lrty

(716) 566-1471

Land Use

Lsh

(585) 295-4414

Prosecution

Lgerald

(315) 425-2856

(585) 295-4469

Liability

Ly

(716) 566-1560

Le

Lill

(518) 429-4296

(315) 425-2787

Tax & Condemnation

Lara

(716) 566-1536

Lndo

Lmer

(315) 425-2773

(518) 429-4220

Sports & Entertainment

Robert J. Lanza

(212) 784-5809

Thomas I. Mandelbaum

(212) 784-5816

(315) 425-2829

Actions

(315) 425-2823

Products Liability Defense

Lin

(315) 425-2805

Accidents

Ltilauffer

(716) 566-1430

05/25/2012 10:18 Town of Essex

(FAX)5189634288

P.060/075

TOWN OF ESSEX

GENERAL FUND

7013

Supplier: Hiscock & Barclay LLP

Acct #:

Date: 7/20/2011 Amt: \$2,500.00

1381

Invoice Number	Date	Amount	Discount	Amnt. to Pay	Invoice Number	Date	Amount	Discount	Amnt. to Pay
7-20-2011	7/20/2011	\$2,500.00	\$0.00	\$2,500.00					

LMP12 M/P CHECK

51N311/38287

HISCOCK BARDCLAY

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 F 716.566.1301

MARK R. MCNAMARA
PARTNER

DIRECT DIAL 716.566.1536
DIRECT FAX 716.846.1210
MMCNAMARA@HBLAW.COM
ALSO ADMITTED IN: DISTRICT OF COLUMBIA

December 6, 2011

Ms. Sharon Boisen
Supervisor, Town of Essex
P.O. Box 355
2313 Main Street
Essex, New York 12936

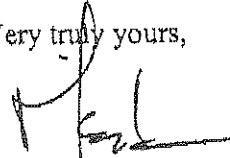
RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Our File: 3054108

Dear Sharon:

Enclosed is Empire State Appraisal Consultants, Inc.'s statement and breakdown of its work in preparing an appraisal on the subject property in this case. You can either send payment to Hiscock & Barclay and I will cut a check directly to Empire State Appraisal Consultants, Inc. or simply send a check directly to them. If you are paying ESAC directly, please copy me on the transmittal letter and check.

Please contact me if you have any questions.

Very truly yours,


Mark R. McNamara

MRM:kr
Enclosure

cc: Oksana Ludd, Esq. (with Enclosure)

TOWN OF ESSEX

VOUCHER

Purchase
Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESSEMPIRE STATE APPRAISAL CONSULTANTS
Sixteen Hudson Street
Kinderhook, NY 12106

TOTAL

Abstract No.

Vendor's
Ref. No.

TERMS

Date	Quantity	Description of Materials or Services	Unit Price	Amount
12/1/11	See attached			\$12,038.00
TOTAL				\$12,038.00

CLAIMANT'S CERTIFICATION

Barry M. Herbold

I, Barry M. Herbold, certify that the above account in the amount of \$ 12,038.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

12/1/11

DATE

SIGNATURE

President

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUTHORIZED OFFICIAL

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

December 01, 2011

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12307

Professional Services

Hrs/Rate Amount

Principal_____

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
-----------------	---------------

SUBTOTAL:

[65.25	11,418.75]
---	-------	------------

For professional services rendered

65.25	\$11,418.75
-------	-------------

Additional Charges :

<u>Price</u>	<u>Qty</u>
--------------	------------

Principal

11/17/2011 Mileage

\$0.50	178	89.00
--------	-----	-------

Lodging

\$122.09	1	122.09
----------	---	--------

11/18/2011 Ferry

\$10.20	1	10.20
---------	---	-------

Mileage

\$0.50	293	146.50
--------	-----	--------

Essex

Page 3

	<u>Price</u>	<u>Qty</u>	<u>Amount</u>
11/21/2011 Mileage			120.00
	\$0.50	240	
11/28/2011 Mileage			45.50
	\$0.50	91	
11/30/2011 Telephone			23.20
	\$23.20	1	
SUBTOTAL:			[619.34]
Total additional charges			\$619.34
Total amount of this bill			<u>\$12,038.09</u>

HISCOCK & BARCLAY

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 • F 716.566.1301

MARK R. MCNAMARA
PARTNER

DIRECT DIAL 716.566.1336
DIRECT FAX 716.846.1210
MMCNAMARA@HBLAW.COM
ALSO ADMITTED IN: DISTRICT OF COLUMBIA

December 19, 2011

Ms. Sharon Boisen
Supervisor, Town of Essex
P.O. Box 355
2313 Main Street
Essex, New York 12936

RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Our File: 3054108

Dear Sharon:

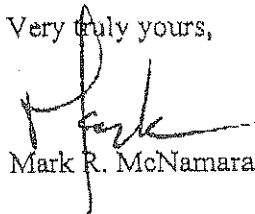
Enclosed is Empire State Appraisal Consultants, Inc.'s December 16, 2011 statement and breakdown of its work in preparing an appraisal on the subject property in this case. Please note Mr. Robinson's explanation as to the additional charges being due to the complex nature of the subject property.

As with the previous invoice, you can either send payment to Hiscock & Barclay and I will cut a check directly to Empire State Appraisal Consultants, Inc. or simply send a check directly to them. If you are paying ESAC directly, please copy me on the transmittal letter and check.

Also enclosed is ESAC's follow-up discovery request for documents and other data necessary to complete the appraisal.

Please contact me if you have any questions.

Very truly yours,



Mark R. McNamara

MRM:kr
Enclosures

cc: Oksana Ludd, Esq. (with Enclosures)

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

December 16, 2011

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12312

Professional Services

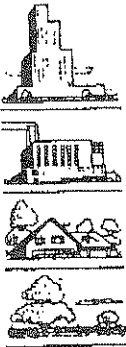
Hrs/Rate Amount

Principal_____

Essex

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
SUBTOTAL:	[25.25	4,418.75]
For professional services rendered	25.25	\$4,418.75

**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7594 FAX/758-1993 esac@berk.comMark R. McNamara, Esq.
Hiscock & Barclay
1100 M&T Center
3 Fountain Plaza
Buffalo, NY 14203

December 16, 2011

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED

December 1 through December 15, 2011

PER

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

Principal: 25.25 hours @ \$175 = \$4,418.75

AMOUNT DUE

\$4,418.75

HISCOCK & BARCLAY^{LLP}

Mark R. McNamara
Partner

June 4, 2012

Ms. Catherine DeWolff
Tax Collector
P. O. Box 45
Essex, New York 12936

RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Index No. 437-11
Our File: 3054108


Dear Ms. DeWolff:

As we discussed, enclosed is the redacted version of the response to S. B. Lewis's May 16, 2012 FOIL request.

Very truly yours,


Mark R. McNamara

MRM/srm
Enclosure

cc: Town of Essex (via email with enclosure)

(518) 963-4288 FAX

Check Number: 7499

Total:			5505.30	

Date Signed _____ is true and correct; that the items, services and disbursements charged were rendered to or for the **TOWN OF ESSEX** on the dates stated; that no part has been paid or satisfied; that taxes, from the municipality are exempt, are not included; and that the amount claimed is actually due.

Date: 5/17/12 Authorized Officials Signature [Signature]
Date: _____ Authorized Officials Signature _____

HISCOCK & BARCLAY LLP

Town of Essex
2313 Main Street
Essex, NY 12936

May 8, 2012
Invoice No: 4335690
File No. 311903-30641 08
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through April 30, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

Total Fees

897.00

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Mark R. McNamara	Partner	1.90	335.00	636.50
Jessica A. Norgrove	Sr Associate	0.90	220.00	198.00
Lisa M. Shaver	Paralegal	0.50	125.00	62.50

COSTS

May 8, 2012
Invoice No. 4335890
File No. 311903-3054108
Town of Essex

DESCRIPTION	AMOUNT
Copy Charges	0.10
Total Costs	.10
Total Current Fees and Costs	USD 897.10
ADDITIONAL INFORMATION	
Prior Unpaid Balance due to Hiscock & Barclay, LLP	4,808.20

HISCOCK & BARCLAY^{LLP}

Remittance Copy

April 19, 2012
Invoice No: 4333841
File No. 311903-3054108
Town of Essex

	AMOUNT
Total Current Fees and Costs	4,608.20
Prior Unpaid Balance due to Hiscock & Barclay, LLP	538.20
Total Payment Enclosed	

Payment Due Upon Receipt in US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 329681022391
Swift Code for International Wire: KEYBUS33

When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

HISCOCK & BARCLAY ^{LLP}

Town of Essex
2313 Main Street
Essex, NY 12936

April 19, 2012
Invoice No: 4333841
File No. 311903-3054108
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through March 31, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

April 19, 2012
 Invoice No. 4333841
 File No. 311903-3054108
 Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

Total Fees

4,601.50

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Mark R. McNamara	Partner	11.90	335.00	3,986.50
Jessica A. Norgrove	Sr Associate	2.00	220.00	440.00
Lisa M. Shaver	Paralegal	1.40	125.00	175.00

COSTS

DESCRIPTION	AMOUNT
Copy Charges	6.70

Total Costs

8.70

Total Current Fees and Costs

USD 4,608.20

ADDITIONAL INFORMATION

Prior Unpaid Balance due to Hiscock & Barclay, LLP

538.20

HISCOCK & BARCLAY ^{LLP}

Remittance Copy

May 8, 2012
Invoice No: 4335690
File No. 311903-3054108
Town of Essex

	AMOUNT
Total Current Fees and Costs	897.10
Prior Unpaid Balance due to Hiscock & Barclay, LLP	4,808.20

Total Payment Enclosed

Payment Due Upon Receipt in US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

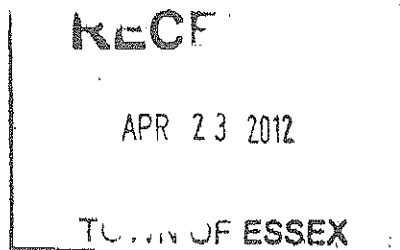
Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 329681022391
Swift Code for International Wire: KEYBUS33

When remitting by wire please notify us by email at "payments@hblaw.com"

Identifying which invoice(s) is being paid.

HISCOCK & BARCLAY ^{LLP}

Town of Essex
2313 Main Street
Essex, NY 12938



April 19, 2012
Invoice No: 4333842
File No. 311903-3045264
Mark R. McNamara

Re: Review of Construction Contracts

For Professional Services rendered through April 19, 2012

DATE	INIT	DESCRIPTION
------	------	-------------

Total Fees		25.00
------------	--	-------

COSTS

DATE	DESCRIPTION	UNITS	RATE	AMOUNT
01/31/12	Computerized Legal Research -ESSEX	1	75.00	75.00
03/13/12	Computerized Legal Research -ESSEX	1	75.00	75.00
Total Costs				150.00

Total Current Fees and Costs	USD	175.00
------------------------------	-----	--------

ADDITIONAL INFORMATION

HISCOCK & BARCLAY ^{LLP}

Remittance Copy

April 19, 2012
Invoice No: 4333842
File No. 311903-3045264
Town of Essex

AMOUNT

Total Current Fees and Costs

173.00

Payment Due Upon Receipt in US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3045264
ABA#: 021300077
Account #: 329681022391
Swift Code for International Wire: KEYBUS33
When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

TOWN OF ESSEX	MULTIFUND	7499
Hiscock & Barclay LLP		7499
4335690 & 43338 5/15/2012	\$5,505.30	
	\$0.00	
	\$5,505.30	
	5/21/2012	\$5,505.30

HISCOCK & BARCLAY LLP

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.565.1300 • F 716.565.1301

FEDERAL ID NO. 15-0339022

Remittance Copy

March 16, 2012
Invoice No: 4330718
File No. 311903-3054108
Town of Essex

Total Current Fees and Costs

Prior Unpaid Balance due to Hiscock & Barclay, LLP

Total Payment Enclosed

AMOUNT

20,288.95

Feb 4 2012 - 3

Payment Due Upon Receipt In US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 320681022391
Swift Code for International Wire: KEYBUS33

When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

BARCLAY

LLP

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1800 • F 716.566.1801

FEDERAL ID NO. 18-0339022

Town of Essex
2313 Main Street
Essex, NY 12938

March 18, 2012
Invoice No: 4330716
File No. 311903-3054108
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through February 29, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

Total Fees

4589.00

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Mark R. McNamara	Partner	1.40	335.00	469.00
Jessica A. Norgrove	Sr Associate	0.30	220.00	66.00

COSTS

DESCRIPTION	AMOUNT
Copy Charges	3.20

Total Costs

3.20

March 16, 2012
Invoice No. 4330710
File No. 311903-3054108
Town of Essex

Total Current Fees and Costs	USD	538.20
-------------------------------------	------------	---------------

ADDITIONAL INFORMATION

Prior Unpaid Balance due to Hiscock & Barclay, LLP	20,288.93
--	-----------

TOWN OF ESSEX

MULTIFUND

7442

Hiscock & Barclay LLP

4/19/2012

\$538.20

7442

4330716

4/18/2012

\$538.20

\$0.00

\$538.20

TOWN OF ESSEX

2313 MAIN ST.

PO BOX 355

ESSEX, NY 12936

(518) 963-4287

(518) 963-4288 FAX

VOUCHER

Abstract Number: 2012-4

Voucher Number: 12-191

Check Number: 7436

CLAIMANT'S NAME AND ADDRESS			Entered Date:	4-17-12
ESAC			Batch Number:	1467
116 Hudson Street Kinderhook, NY 12106				
DATE	INVOICE #	Description of Services & Materials	Amount	Debit Account (Office Use Only)
Total:			3385.20	3385.20

CLAIMANT'S CERTIFICATION

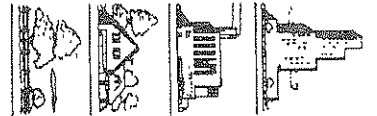
I, _____, Certify that the above account in the amount of \$ _____
(Claimant's Signature)

Date Signed _____ is true and correct; that the items, services and disbursements charged were rendered to or for the TOWN OF ESSEX on the dates stated; that no part has been paid or satisfied; that taxes, from the municipality are exempt, are not included; and that the amount claimed is actually due.

Authorized Officials Approval – Town of Essex Use Only

*The above services or materials were rendered or furnished to the TOWN OF ESSEX
on the dates stated and the charges are correct.*

Date: 4/16/12 Authorized Officials Signature: Sharon [Signature]



ESAC

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7594 FAX/758-1993 esac@esac.com

Sharon Bolsen, Supervisor
Main Street
Essex, NY 12936

April 1, 2012

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED March 1 through March 31, 2012

Re: LEWIS FAMILY FARM V. TOWN OF ESSEX

FE

Principal: 19.25 hours @ \$175.00 = \$3,368.75
Disbursements posted to date: 16.45

AMOUNT DUE

\$3,385.20

355.24.1

Empire State Appraisal Consultants
18 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

April 02, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12355

Professional Services

Principal

Hrs/Rate Amount

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
-----------------	---------------

SUBTOTAL:

[19.25	3,368.75]
---	-------	-----------

For professional services rendered

19.25	\$3,368.75
-------	------------

Additional Charges :

<u>Price</u>	<u>Qty</u>
--------------	------------

Principal

3/31/2012 Telephone

	16.45
\$16.45	1

SUBTOTAL:

[16.45]
---	--------

Total additional charges

\$16.45

Total amount of this bill

\$3,385.20

TOWN OF ESSEX

MULTIFUND

7436

Empire State Appraisal Consulta

4/19/2012

\$3,385.20

7436

12355

4/17/2012

\$3,385.20

\$0.00

\$3,385.20

TOWN OF ESSEX

2313 MAIN ST.

PO BOX 355

ESSEX, NY 12936

(518) 963-4287

(518) 963-4288 FAX

VOUCHERAbstract Number: 2012-3Voucher Number: 2012-138Check Number: 7380

CLAIMANTS NAME AND ADDRESS			Entered Date:	<u>3/13/12</u>
Empire State Appraisal Consultants, Inc.			Batch Number:	<u>1263</u>
16 Hudson Street				
Kindershook, NY 12106				
DATE	INVOICE #	Description of Services & Materials	Amount	Debit Account (Office Use Only)

Total:			<u>10508.50</u>	

CLAIMANT'S CERTIFICATION

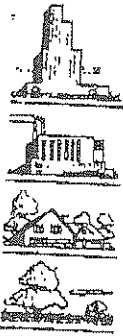
I, _____, (Claimants' Signature) Certify that the above account in the amount of \$ _____

Date Signed _____ is true and correct; that the items, services and disbursements charged were rendered to or for the TOWN OF ESSEX on the dates stated; that no part has been paid or satisfied; that taxes, from the municipality are exempt, are not included; and that the amount claimed is actually due.

Authorized Officials Approval – Town of Essex Use Only

The above services or materials were rendered or furnished to the TOWN OF ESSEX
on the dates stated and the charges are correct.

Date: 3/14/12 Authorized Officials Signature: Shawn Pore

**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7584 FAX/758-1993 esac@berk.comSharon Boisen, Supervisor
Main Street
Essex, NY 12936

March 1, 2012

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED January 1 through February 29, 2012

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

FEE

Principal: 7.00 hours @ \$175.00 = \$1,225.00
AMOUNT DUE

\$1,225.00

A1355.4.1

TOWN OF ESSEX

VOUCHER

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESSEMPIRE STATE APPRAISAL CONSULTANTS
Sixteen Hudson Street
Kinderhook, NY 12106

TERMS

Purchase
Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

TOTAL

Abstract No.

Vendor's

Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price	Am
3/1/12	See attached			\$1,225
			TOTAL	\$1,225

CLAIMANT'S CERTIFICATION

Barry M. Herbold

I, Barry M. Herbold, certify that the above account in the amount of \$ 1,225 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/1/12

DATE

SIGNATURE

President

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUTHORIZED SIGNATURE

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

March 02, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12331

Professional Services

Principal

Hrs/Rate Amount

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
-----------------	---------------

SUBTOTAL:

[7.00	1,225.00]
--------	-----------

For professional services rendered

7.00	\$1,225.00
------	------------

**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7694 FAX/758-1893 esac@berk.comSharon Boisen, Supervisor
Main Street
Essex, NY 12936March 1, 2012
THIRD STATEMENT**STATEMENT**

FOR PROFESSIONAL SERVICES RENDERED December 1 through December 31, 2012

FEE

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

Principal:	30.50 hours @ \$175.00	=	\$5,337.50
Disbursements posted to date:			<u>6.00</u>

AMOUNT DUE

\$5,343.50

TOWN OF ESSEX

VOUCHER

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESSEMPIRE STATE APPRAISAL CONSULTANTS
Sixteen Hudson Street
Kinderhook, NY 12106

TERMS

Purchase
Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION N

AMOUNT

TOTAL

Abstract No.

Vendor's
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
3/1/12	See attached			\$5,343.50
				TOTAL \$5,343.50

Barry M. Herbold

CLAIMANT'S CERTIFICATION

I hereby certify that the above account in the amount of \$ 5,343.50 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/1/12

DATE

SIGNATURE

President

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

March 02, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12331

Professional Services

Principal

Hrs/Rate

Amount

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
-----------------	---------------

SUBTOTAL:

For professional services rendered

[7.00	1,225.00]
7.00	\$1,225.00

05/25/2012 10:11 Town of Essex

(FAX)5189634288

P.037/075

TOWN OF ESSEX

MULTIFUND

7380

Empire State Appraisal Consulta

3/16/2012

\$6,568.50

7380

1/1/12-2/29/12

3/13/2012

\$6,568.50

\$0.00

\$6,568.50

BARCLAY
LLP

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 • F 716.566.1301

FEDERAL ID NO. 18-0339022

Town of Essex
2313 Main Street
Essex, NY 12936

February 13, 2012
Invoice No: 4327136
File No. 311903-3054108
Mark R. McNamara

Re: Tax Appeal/Lewis

For Professional Services rendered through February 13, 2012

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

February 13, 2012
Invoice No. 4327136
File No. 311903-3054108
Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

05/25/2012 10:12 Town of Essex

(FAX)5189634288

P.042/075

February 13, 2012
Invoice No. 4327138
File No. 311903-3054108
Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

February 13, 2012
 Invoice No. 4327138
 File No. 311903-3054108
 Town of Essex

DATE	INIT	DESCRIPTION	HOURS	AMOUNT
------	------	-------------	-------	--------

Total Fees

19,743.50

Timekeeper Summary

Timekeeper	Title	Hours	Rate	Amount
Christopher J. Hanliff	Counsel	8.30	235.00	1,950.50
Mark R. McNamara	Partner	3.50	335.00	1,172.50
Mark R. McNamara	Partner	34.50	320.00	11,040.00
Jessica A. Norgrove	Sr Associate	21.90	220.00	4,818.00
Lisa M. Shaver	Paralegal	6.10	125.00	762.50

COSTS

DESCRIPTION	AMOUNT
Copy Charges	13.60
Payment to - Mark R. McNamara- Travel expenses to Albany, NY to attend 12/13/11 Property Inspection	217.08
Payment to - Hampton Inn & Suites- Hotel expense 12/12/11	158.46
Payment to - Jessica A. Norgrove- Travel to Essex, NY to inspect client-related property (Lewis Family Farm) with appraiser on 12/13/11	154.29

Total Costs

543.43

Total Current Fees and Costs

USD 20,286.93

ADDITIONAL INFORMATION

Prior Unpaid Balance due to Hiscock & Barclay, LLP

.00



1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.866.1800 • F 716.866.1801

FEDERAL ID NO. 15-0339022

Remittance Copy

February 13, 2012
Invoice No: 4327136
File No. 311903-3054108
Town of Essex

	AMOUNT
Total Current Fees and Costs	20,286.93
Prior Unpaid Balance due to Hiscock & Barclay, LLP	.00
Total Payment Enclosed	

Payment Due Upon Receipt In US Dollars

Please remit payment to:

Hiscock & Barclay, LLP
1100 M&T Center
3 Fountain Plaza
Buffalo, New York
14203-1414

Instructions for payment by wire transfer are:

Bank Name: Key Bank National Association
Bank Address: 201 South Warren St., Syracuse, NY 13202
Bank Telephone Number: (800) 821-2829
Reference Name/number: 311903-3054108
ABA#: 021300077
Account #: 328681022391
Swift Code for International Wire: KEYBUS33

When remitting by wire please notify us by email at "payments@hblaw.com"
Identifying which invoice(s) is being paid.

TOWN OF ESSEX

MULTIFUND

7409

Hiscock & Barclay LLP

3/16/2012

\$20,286.93

7409

6/2/11 to 1/31/12	3/16/2012	\$20,286.93	\$0.00	\$20,286.93
-------------------	-----------	-------------	--------	-------------

(518) 963-4287
(518) 963-4288 FAX

Check Number: 7345

Total:			5,343.50	

Date Signed _____ is true and correct; that the items, services and disbursements charged were rendered to or for the **TOWN OF ESSEX** on the dates stated; that no part has been paid or satisfied; that taxes, from the municipality are exempt, are not included; and that the amount claimed is actually due.

Date: 2/15/2 Authorized Officials Signature [Signature]

BARCLAY

MARK R. MCNAMARA
PARTNER

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 • F 716.566.1301

DIRECT DIAL 716.566.1536
DIRECT FAX 716.846.1210
MMCNAMARA@HBLAW.COM
ALSO ADMITTED IN: DISTRICT OF COLUMBIA

February 3, 2012

Ms. Sharon Boisen
Supervisor, Town of Essex
P.O. Box 355
2313 Main Street
Essex, New York 12936

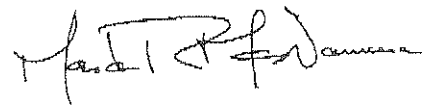
RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Our File: 3054108

Dear Sharon:

Enclosed is Empire State Appraisal Consultants, Inc.'s January 1, 2012 statement and breakdown of its work in preparing an appraisal on the subject property in this case. You can either send payment to Hiscock & Barclay and I will cut a check directly to Empire State Appraisal Consultants, Inc. or simply send a check directly to them. If you are paying ESAC directly, please copy me on the transmittal letter and check.

Please contact me if you have any questions.

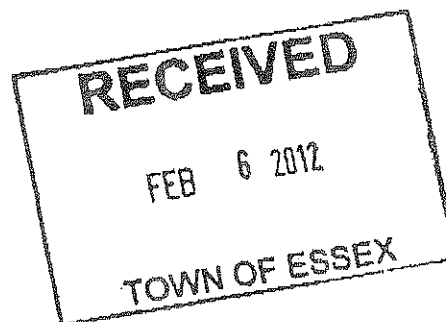
Very truly yours,

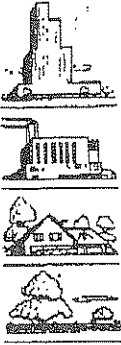


Mark R. McNamara

MRM:kr
Enclosure

cc: Oksana Ludd, Esq. (with Enclosure)



**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12106
518/758-7594 FAX/758-1993 esac@berk.comMark R. McNamara, Esq.
Hiscock and Barclay
110 M&T Center
3 Fountain Plaza
Buffalo, NY 14203

January 1, 2012

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED December 15 through December 31, 2012

FEE

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

Principal: 30.50 hours @ \$175.00 = \$5,337.50

Disbursements posted to date: 6.00

AMOUNT DUE

\$5,343.50

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

January 04, 2012

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12314

Professional Services

Hrs/Rate Amount

Principal _____

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
-----------------	---------------

SUBTOTAL:

[30.50	5,337.50]
---------	-----------

For professional services rendered

30.50	\$5,337.50
-------	------------

Additional Charges :

<u>Price</u>	<u>Qty</u>
--------------	------------

Principal

12/16/2011 Deed copies

\$6.00	1	6.00
--------	---	------

SUBTOTAL:

[6.00]

Total additional charges

\$6.00

Total amount of this bill

\$5,343.50

05/25/2012 10:15 Town of Essex

(FAX)5189634288

P.052/075

TOWN OF ESSEX

MULTIFUND

7345

Supplier: Hiscock & Barclay LLP

Acct #:

Date: 2/16/2012 Amt: \$5,343.50

7345

Invoice Number	Date	Amount	Discount	Amnt. to Pay	Invoice Number	Date	Amount	Discount	Amnt. to Pay
12314	2/13/2012	\$5,343.50	\$0.00	\$5,343.50					



80 STATE STREET
ALBANY, NEW YORK 12207
T 518.429.4200 • F 518.429.4201

OKSANA M. LUDD
PARTNER

DIRECT DIAL 518.429.4294
DIRECT FAX 518.427.3490
OLUDD@HBLAW.COM
ALSO ADMITTED IN OHIO

June 16, 2011

Ms. Sharon Boisen
Supervisor
Town of Essex
Essex, New York 12936

Re: Engagement of Hiscock & Barclay, LLP by
Town of Essex.

Dear Ms. Boisen:

Thank you for engaging the Firm to represent you in the following matters:

All matters relating to such tax certiorari cases filed in 2011 with respect to property located in the Town of Essex, which the Town Supervisor may determine from time to time to assign to this Firm, and all related issues and litigation, including, but not limited to, Freedom of Information Law ("FOIL") requests or any other related matters. ("Matter"):

The Firm is pleased to undertake this representation. As a matter of Firm policy, it is necessary that the Firm provide you with this engagement letter to set out the specific terms applicable to the representation. These terms consist of the terms set forth in this letter and in the Standard Terms of Engagement for Legal Services ("Standard Terms") attached hereto (collectively, the "Engagement Letter"). Please be aware that we are not to be considered to be your attorneys on the Matter until this Engagement Letter has been signed and returned by you, so please respond promptly. You should not sign this Engagement Letter if you do not understand the terms of the representation or if they are unacceptable.

Ms. Sharon Boisen
June 16, 2011
Page 2

Thank you for allowing H&B to be of service to you in connection with this engagement. If the terms of this Engagement Letter meet with your approval, please so indicate by signing and returning the original to me. A counterpart of this Engagement Letter is enclosed for your files.

Very truly yours,

HISCOCK & BARCLAY, LLP

By: Oksana M. Ludd
Oksana M. Ludd

AGREED TO AND ACCEPTED:

Sharon Boisen
Sharon Boisen, Supervisor
Dated: _____

HISCOCK & BARCLAY, LLP**Standard Terms of Engagement for Legal Services
("Standard Terms")****Introduction**

This Standard Terms of Engagement for Legal Services contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter (the "Letter") to which this Standard Terms of Engagement is attached (collectively, the "Engagement Letter"). Therefore, we ask that you review this document carefully and contact us promptly if you have any questions.

1. **Parties.** This Standard Terms states the terms under which Hiscock & Barclay, LLP (we or "H&B") shall provide and the Town of Essex ("Client") shall pay for legal services.
2. **Scope of Services ("Matter").** H&B shall provide legal services to Client in connection with the Matter described in the Letter. Legal services not required for the Matter as described therein will not be provided unless Client requests such services and H&B agrees, in writing, to provide them.
3. **Primary Attorney.** Mark R. McNamara will be the attorney at H&B who has primary responsibility for work on the Matter (the "Primary Attorney"). The Primary Attorney may be reached at the following contact information: telephone (716) 566-1536, facsimile (716) 846-1210, e-mail mnamara@hblaw.com. The legal secretary for the Primary Attorney is Kathy Roesch who may be reached at the following contact information: telephone (716) 566-1523, facsimile (716) 566-4037, e-mail kroesch@hblaw.com. Jessica A. Norgrove will also provide legal services on this matter. Jessica can be reached at the following contact information: telephone (518) 429-4262, facsimile (518) 533-2941, e-mail jnorgrove@hblaw.com. Issues with respect to FOIL will be addressed by Matthew Kerwin who may be reached at the following contact information: telephone (315) 425-2820, facsimile (315) 425-8552, email mkerwin@hblaw.com. The Primary Attorney may use other H&B attorneys and non-attorney staff (such as paralegals) to do work on the Matter. Client has the right, exercisable at any time, to require a change in the Primary Attorney and other attorneys and staff working on the Matter. H&B also reserves the right to make changes to such personnel at any time.
4. **Client Confidentiality.** H&B will protect client confidences and secrets as required by law. Please use special care when communicating with H&B via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-client privilege.
5. **Conflicts of Interest.**
 - (a) **Client's "Affiliates".** In this engagement, H&B represents only the person or entity that is identified as the "Client" in the Letter.

(b) Other Clients Adverse to "Client". H&B is a large law firm which represents many clients in a variety of matters. It is possible that in the future, H&B may be asked by one of those clients to represent it in a matter where Client is an adverse party or has an adverse interest. If such a future matter is substantially unrelated to the Matter in this engagement and if Client has not given H&B any confidential information that is materially relevant to such a future matter, then Client agrees prospectively (1) to waive any conflict of interest in connection with H&B representing another client in such a future matter even though it may be against Client or an interest of Client; and (2) not to seek to disqualify H&B from representing another client in any such future matter.

6. Fees. The fees H&B will charge for its services will be based on the amount of time spent by its attorneys and paralegals on the Matter. Time is charged in units of tenths of an hour. The fee will be the time spent by attorneys and paralegals multiplied by their hourly billing rate in effect when the work is done. The hourly billing rates are subject to change at the beginning of each calendar year. The current hourly billing rate of Mark R. McNamara is \$320, of Jessica A. Norgrove is \$220 and of Matthew Kerwin is \$220. Upon request, H&B will provide Client with the hourly billing rate for each person working or expected to work on the Matter.

7. Expenses. In addition to the fees described above, H&B will charge Client for expenses it incurs that are related to the Matter. Examples of such expenses are filing fees, expert witness fees, travel expenses, mileage, transcripts, judgments and lien searches, computerized legal research and the like. Expenses may either be incurred/paid by H&B and billed to Client, the bill for the expense may be submitted to Client for payment directly to the billing party, or H&B may assist Client in setting up a billing relationship between the third party vendor and Client so Client can pay the charges directly.

8. Retainer Account. Client shall maintain the \$2,500.00 retainer in accordance with the Engagement Letters dated February 10, 2010 and January 26, 2011, respectively.

9. Billing and Payment. H&B's normal practice is to send Client a monthly bill for fees and expenses for the prior month, although that practice may vary. Payment is due on receipt of the bill. In the event of a fee dispute, Client may have the right to seek arbitration; we will provide Client with the necessary information regarding arbitration in the event of a fee dispute, or upon Client's request.

10. Termination.

(a) By Client. Client may terminate this engagement at any time for any reason by notifying H&B in writing. Client shall be responsible for outstanding invoices, for unbilled fees and expenses incurred before termination, and for fees and expenses in connection with an orderly transition of the Matter.

(b) By H&B. H&B may terminate this engagement at any time for any reason, including Client's failure to pay H&B's fees and expenses, provided, however, that H&B's right to

terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.

(c) On Completion of the Matter. H&B's representation of Client on this Matter shall terminate automatically when the Matter is complete. The relationship of attorney-client between H&B and Client thereafter shall continue only if Client has engaged H&B on other matters or once again engages H&B on this Matter.

11. Entire Agreement. This Engagement Letter constitutes the entire agreement between H&B and Client as to the Matter and may be changed only by a written document, signed by both parties.

12. Governing Law. Any dispute arising under this Engagement Letter shall be governed by the laws of the State of New York. Client consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of Albany to resolve any such disputes.

13. Additional Services. H&B is a full-service law firm with a wide array of expertise as described in the enclosed list of our Practice Groups. Please feel free to contact the Practice Group Chair about additional services offered by H&B.

HISBORN & BARCLAY

PRACTICE OFFERINGS

(As of 1/25/11)

Trademarks & Copyrights

(212) 784-5806

Litigation

Jon P. Devendorf

(315) 425-2724

Brian E. Whiteley

(617) 274-2903

Construction & Surety

Kalski

(716) 566-1510

d

(315) 425-2763

Rights

(315) 425-2716

Project Development

Liffe

(315) 425-2875

Utilities

Lizza

(315) 425-2710

L

(518) 429-4224

Institutions & Lending

Lsky

(716) 566-1413

Human Services

(518) 429-4250

Lward

(716) 566-1558

(315) 425-2784

Insurance & Regulation

Lca

(585) 295-4420

Property Litigation

Christopher E. Blank

(585) 295-4308

Douglas J. Nash

(315) 425-2828

Business

Richard J. Day

(716) 566-1422

Employment

Lbenheimer

(716) 566-1575

Election Law Compliance

(315) 425-2784

Amendment

Lrty

(716) 566-1471

Land Use

Lsh

(585) 295-4414

Prosecution

Lgerald

(315) 425-2856

(585) 295-4469

Liability

Ly

(716) 566-1560

Le

Lill

(518) 429-4296

(315) 425-2787

Tax & Condemnation

Lara

(716) 566-1536

Lndo

Lmer

(315) 425-2773

(518) 429-4220

Sports & Entertainment

Robert J. Lanza

(212) 784-5809

Thomas I. Mandelbaum

(212) 784-5816

(315) 425-2829

Transactions

(315) 425-2823

Products Liability Defense

Lin

(315) 425-2805

Trucks

Ltilauffer

(716) 566-1430

05/25/2012 10:18 Town of Essex

(FAX)5189634288

P.060/075

TOWN OF ESSEX

GENERAL FUND

7013

Supplier: Hiscock & Barclay LLP

Acct #:

Date: 7/20/2011 Amt: \$2,500.00

1381

Invoice Number	Date	Amount	Discount	Amnt. to Pay	Invoice Number	Date	Amount	Discount	Amnt. to Pay
7-20-2011	7/20/2011	\$2,500.00	\$0.00	\$2,500.00					

LMP12 M/P CHECK

51N311/38287

HISCOCK BARDCLAY

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 F 716.566.1301

MARK R. MCNAMARA
PARTNER

DIRECT DIAL 716.566.1536
DIRECT FAX 716.846.1210
MMCNAMARA@HBLAW.COM
ALSO ADMITTED IN: DISTRICT OF COLUMBIA

December 6, 2011

Ms. Sharon Boisen
Supervisor, Town of Essex
P.O. Box 355
2313 Main Street
Essex, New York 12936

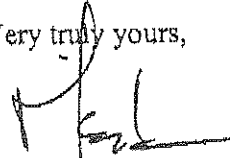
RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Our File: 3054108

Dear Sharon:

Enclosed is Empire State Appraisal Consultants, Inc.'s statement and breakdown of its work in preparing an appraisal on the subject property in this case. You can either send payment to Hiscock & Barclay and I will cut a check directly to Empire State Appraisal Consultants, Inc. or simply send a check directly to them. If you are paying ESAC directly, please copy me on the transmittal letter and check.

Please contact me if you have any questions.

Very truly yours,


Mark R. McNamara

MRM:kr
Enclosure

cc: Oksana Ludd, Esq. (with Enclosure)

TOWN OF ESSEX

VOUCHER

Purchase
Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESSEMPIRE STATE APPRAISAL CONSULTANTS
Sixteen Hudson Street
Kinderhook, NY 12106

TOTAL

Abstract No.

Vendor's
Ref. No.

TERMS

Date	Quantity	Description of Materials or Services	Unit Price	Amount
12/1/11	See attached			\$12,038.00
TOTAL				\$12,038.00

CLAIMANT'S CERTIFICATION

Barry M. Herbold

I, Barry M. Herbold, certify that the above account in the amount of \$ 12,038.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that all has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

12/1/11

DATE

SIGNATURE

President

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUTHORIZED OFFICIAL

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

December 01, 2011

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12307

Professional Services

Hrs/Rate Amount

Principal

Essex

Page 2

<u>Hrs/Rate</u>	<u>Amount</u>
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SUBTOTAL:

[65.25	11,418.75]
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For professional services rendered

65.25	\$11,418.75
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Additional Charges :

<u>Price</u>	<u>Qty</u>
--------------	------------

Principal

11/17/2011 Mileage

\$0.50	178	89.00
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Lodging

\$122.09	1	122.09
----------	---	--------

11/18/2011 Ferry

\$10.20	1	10.20
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Mileage

\$0.50	293	146.50
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Essex

Page 3

	<u>Price</u>	<u>Qty</u>	<u>Amount</u>
11/21/2011 Mileage			120.00
	\$0.50	240	
11/28/2011 Mileage			45.50
	\$0.50	91	
11/30/2011 Telephone			23.20
	\$23.20	1	
SUBTOTAL:			[619.34]
Total additional charges			\$619.34
Total amount of this bill			\$12,038.09

HISCOCK & BARCLAY

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 • F 716.566.1301

MARK R. MCNAMARA
PARTNER

DIRECT DIAL 716.566.1336
DIRECT FAX 716.846.1210
MMCNAMARA@HBLAW.COM
ALSO ADMITTED IN: DISTRICT OF COLUMBIA

December 19, 2011

Ms. Sharon Boisen
Supervisor, Town of Essex
P.O. Box 355
2313 Main Street
Essex, New York 12936

RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
Our File: 3054108

Dear Sharon:

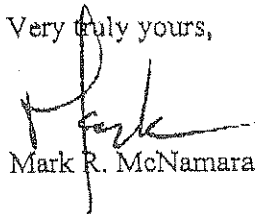
Enclosed is Empire State Appraisal Consultants, Inc.'s December 16, 2011 statement and breakdown of its work in preparing an appraisal on the subject property in this case. Please note Mr. Robinson's explanation as to the additional charges being due to the complex nature of the subject property.

As with the previous invoice, you can either send payment to Hiscock & Barclay and I will cut a check directly to Empire State Appraisal Consultants, Inc. or simply send a check directly to them. If you are paying ESAC directly, please copy me on the transmittal letter and check.

Also enclosed is ESAC's follow-up discovery request for documents and other data necessary to complete the appraisal.

Please contact me if you have any questions.

Very truly yours,



Mark R. McNamara

MRM:kr
Enclosures

cc: Oksana Ludd, Esq. (with Enclosures)

Empire State Appraisal Consultants
16 Hudson Street
Kinderhook, NY 12106

Invoice submitted to:
Essex

December 16, 2011

In Reference To: FOR PROFESSIONAL SERVICES RENDERED
Invoice #12312

Professional Services

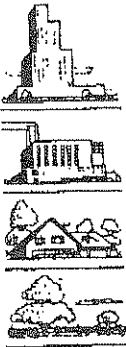
Hrs/Rate Amount

Principal_____

Essex

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
SUBTOTAL:	[25.25	4,418.75]
For professional services rendered	25.25	\$4,418.75

**ESAC**

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12108
518/758-7594 FAX/758-1993 esac@berk.comMark R. McNamara, Esq.
Hiscock & Barclay
1100 M&T Center
3 Fountain Plaza
Buffalo, NY 14203

December 16, 2011

STATEMENT

FOR PROFESSIONAL SERVICES RENDERED

December 1 through December 15, 2011

PER

Re: LEWIS FAMILY FARM v. TOWN OF ESSEX

Principal: 25.25 hours @ \$175 = \$4,418.75

AMOUNT DUE

\$4,418.75

1100 M&T CENTER
3 FOUNTAIN PLAZA
BUFFALO, NEW YORK 14203
T 716.566.1300 • F 716.566.1301

MARK R. MCNAMARA
PARTNER

DIRECT DIAL 716.566.1536
DIRECT FAX 716.846.1210
MMCNAMARA@HBLAW.COM
ALSO ADMITTED IN: DISTRICT OF COLUMBIA

November 7, 2011

Ms. Sharon Boisen
Supervisor, Town of Essex
P.O. Box 355
2313 Main Street
Essex, New York 12936

RE: Lewis Family Farm, Inc., et al. v. Town of Essex, et al.
File No. 3045264-3054108

Dear Sharon:

Enclosed is a copy of the Empire State Appraisal Consultants, Inc.'s retainer agreement which I have accepted on behalf of the Town of Essex consistent with the Town Board's prior resolution and your direction to move forward with this case.

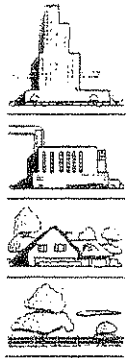
Please contact me if you have any questions.

Very truly yours,



Mark R. McNamara

MRM:kr
Enclosure



ESAC

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12106
518/758-7594 FAX/758-1993 esac@berk.com

October 20, 2011

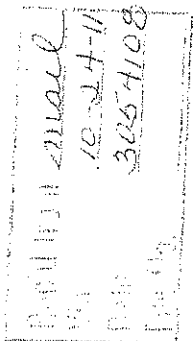
Mark R. McNamara, Esq.
Hiscock & Barclay
1100 M&T Center
3 Fountain Plaza
Buffalo, NY 14203

RE: LEWIS FAMILY FARM, ET AL
VS
TOWN OF ESSEX

Dear Mark:

In accordance with your request, we are pleased to submit this fee proposal to provide real estate valuation and consulting services with regard to the following properties:
an approximate 1,100 acre organic beef cattle farm, numerous dwellings and farm buildings.
a single-family residence on 5.2 acres. It is our understanding the scope of work is to derive value opinions applicable to the 2011 tax roll. We propose to conduct the necessary data collection and analysis to derive our value conclusions.

it is not possible to quote a flat fee. Therefore, our fee for the appraisals will be billed at hourly rates of \$125 for associates and \$175 for principals.



ESAC

EMPIRE STATE APPRAISAL CONSULTANTS

Mark R. McNamara, Esq., October 20, 2011, Page 2

Additional fees for consulting services including conferences, travel, pre-trial preparation, appraisal review, expert testimony, etc. will be billed at the quoted hourly rates.

All work products generated by our firm will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation, the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers, and Appraisal Institute, and the Uniform Rules of the New York State Trial Courts.

If you have any questions concerning this proposal, please do not hesitate to contact us.

Yours very truly,

ESAC APPRAISERS - CONSULTANTS

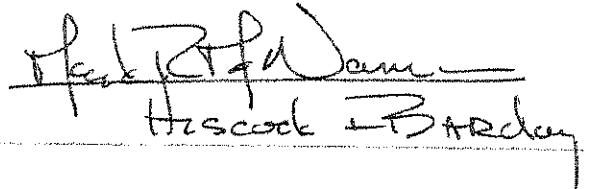


JEFFREY E. ROBINSON, MAI, SRA
NYS Certified-General
Real Estate Appraiser
Certificate #46-37947

JR/sp

Enclosure

Accepted on behalf
of the Town of
Essex.


Mark R. McNamara
Hiscock & Barclay