

**PETER D. RUGGIERO, ESQUIRE**  
ATTORNEY AND COUNSELOR AT LAW

COPY

Admitted To Practice In Rhode Island, Massachusetts & The Federal Courts

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January 23, 2003

The Honorable Claudette J. Linhares  
Tiverton Town Council President  
343 Highland Road  
Tiverton, Rhode Island

Re: Assistant Town Solicitor Services

Dear Ms. Linhares:

I am very pleased that the Tiverton Town Council (the "Client") has selected Peter D. Ruggiero, Esquire (the "Attorney") as an Assistant Town Solicitor to the Town for the Planning and Zoning Boards (the "Services"). The Attorney's objective is to provide the Client with prompt and effective legal representation in a relationship of mutual trust and confidence. To achieve this objective, it is necessary that the terms of our engagement are clearly communicated and mutually understood at the beginning of our business relationship. It is also necessary that both the Client and the Attorney are open and responsive to each other in discussing problems or concerns if and when they arise. This Letter of Engagement (the "Agreement") is intended to articulate and confirm the terms and conditions of the business relationship between the Client and the Attorney.

1. SCOPE OF SERVICES

You are retaining the Attorney as your legal representative to provide the Services. The Attorney is being retained to provide the Client with legal representation to assist the Planning Board and Zoning Board of Review in their functions, including meeting attendance when requested. The Client may expand the scope of services with the consent of with the Attorney.

2. CLIENT DUTIES

The Client agrees to be truthful, to cooperate, and to inform the Attorney throughout this business relationship. The Client also agrees to abide by this Agreement.

3. CONDITIONS AND EFFECTIVE DATE

This Agreement to retain the Attorney cannot take effect and the Attorney's obligations to perform will not arise until after the Client has returned a signed copy of this Agreement to the Attorney.

4. COMPENSATION AND BILLING PRACTICES

The Client agrees to pay the Attorney at an hourly fee rate of \$100.00 per hour for all non-litigation and \$150 per hour for litigation matters to provide the Scope of Services. The Client is also responsible for all fees or costs associated with the Attorney providing the scope of services. In the event that any debt related to this Matter must be collected from the Client, all fees, expenses, and costs, including attorney fees, associated with the debt collection effort must be paid for by the Client.

5. DISCHARGE AND WITHDRAWAL

The Attorney shall serve at the pleasure of the Client and may be removed by the Client at any time for any reason. If this action occurs, the Attorney expects to be compensated at the appropriate hourly rate for services rendered and for any direct expenses up to the point of termination. The Attorney reserves the right to withdraw from this Agreement the Client's consent, for good cause consistent with the Rules of Professional Conduct, or if the Client should breach this Agreement.

6. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in my statements to the Client shall be construed as a promise or guarantee about the outcome of any service result. Any comments about any outcome was merely an expression of opinion.

7. COMPLETE INTEGRATION

This Agreement represents the entire understanding between the Client and the Attorney. Any other statement or writing made prior to this Agreement shall be null and void and have no effect. This Agreement may only be amended by mutual consent of the Client and the Attorney. Any amendment will be considered merged into this Agreement only if in writing and signed by both the Client and the Attorney. This Agreement contains two (2) pages.


If the Client agrees that the foregoing correctly reflects the desired business relationship with the Attorney, please indicate so by signing below and returning this Agreement to the Attorney.

By The Parties

TOWN OF TIVERTON

PETER D. RUGGIERO, ESQUIRE

By: Claudette Linhares

By: 

Date: 1/25/03

Date: 1-23-03