October 12, 2021

**VIA E-Mail**

Hon. Michael Cashman

Supervisor

Town of Plattsburgh

151 Banker Road

Plattsburgh, NY 12901

***Re: Investigation of Potential Real Property, including inactive landfill and Groundwater Supply Contamination by PFCs***

***Retainer by Town of Plattsburgh, New York***

Dear Supervisor Cashman:

We would like to represent the Town of Plattsburgh in the matter of PFCs contamination found in the inactive town landfill.

Our firm specializes in PFCs contamination and represents numerous counties, towns, special districts (water and fire) and villages in New York and around the nation.

I have been appointed as co-lead counsel in the federal multi-district litigation (MDL) panel surrounding liability concerns associated with Aqueous Film Forming Foam (AFFF) and PFCs contamination. In addition to the MDL Panel, our firm is actively litigating PFC site contamination in state and federal courts in New York and around the nation on all other PFC sites of contamination not involving AFFF. Predominately, we have discovered this contamination near manufacturing facilities (Hoosick Falls, etc.); airports (Dutchess County, etc.); fire training centers (the counties of Putnam, Dutchess, Rockland, Greene, Seneca, etc.); municipal water systems (Towns of Dover Plains, East Fishkill, Cairo, etc). However, we believe the contamination is much more widespread encompassing waste water treatment facilities and landfills and transfer stations. In fact, the NYS DEC recently tested nearly 1,300 inactive landfills and the contamination is widespread. See the DEC report here:

<https://www.dec.ny.gov/docs/materials_minerals_pdf/inactivelandfills2021.pdf>

In the DEC report, the state clustered a number of landfills which exceeded state contamination standards in groundwater and drinking water and prioritized them as Priority Group 1 for remediation. The report stated in Section 4, Conclusions:

“Included within this group are the sites for which exceedances of criteria in groundwater, actively used by the local community as a drinking water resource, have been identified. These sites have been allocated to Priority Group 1 of the Solid Waste Site Mitigation and Remediation Priority List, for further investigation and mitigation/remediation considerations. At these locations, the Department initiated immediate response actions based on recommendations from NYSDOH. Through December 2020, these sites include: Town of Plattsburgh Solid Waste Landfill.”

It is our assertion that removal of these contaminants should not be borne by local taxpayers who properly followed the rules and regulations issued by state and federal regulators and that those responsible for this contamination should be accountable. There is a cost recovery program (pending federal litigation) seeking to recover damages for municipalities and states, wastewater treatment facilities, airports and landfills. We believe that the Town of Plattsburgh has a claim to be filed in this pending litigation.

This letter is our proposal for the retention of Napoli Shkolnik PLLC (“Napoli Shkolnik”) to represent the Town of Plattsburgh, New York (the “Town”), in the investigation and any resulting litigation regarding the perfluorinated chemicals (“PFC”) contamination of the Town’s real property, including its inactive landfill and groundwater supply.

Napoli Shkolnik has both the financial and legal resources to provide the Town with the highest level of representation. Napoli Shkolnik is prepared to investigate the PFC of the Town’s real property and groundwater supply on behalf of your Town upon the signing of this retainer agreement. If upon the conclusion of Napoli Shkolnik’s initial investigation is determined there are actionable claims for PFS contamination(s), Napoli Shkolnik shall bring suit on behalf of the Town. Napoli Shkolnik is prepared to finance the entire litigation including all out of pocket expenses and disbursements and handle the lawsuit on a contingent fee basis. This guarantees that the taxpayers will not be responsible for any costs of this litigation whether we are successful or not. To that end, Napoli Shkolnik proposes the following fee arrangements:

**TERMS OF RETAINER**

Napoli Shkolnik shall handle the entire litigation for a contingent fee of Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. All costs and disbursements of the litigation will be paid by Napoli Shkolnik and will be reimbursable at the end of the litigation out of the proceeds of any recovery or settlement.

In the event there is no recovery, the Town shall not be obligated to pay the law firm any disbursements or any legal fee for services rendered. Disbursements may include (but are not limited to) some of the following expenses: court fling fees, sheriff fees, medical and hospital report/record fees, doctor’s report, court stenographer fees, deposition costs, expert fees for record review, conferences with counsel, preparation of exhibits and reports, expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, and long-distance telephone charges. At the time of the final settlement, these expenses shall be deducted prior to the computation of the Attorney’s Fee.

The above contingency fee shall be computed on the net recovery arrived at by deducting from the gross recovery all appropriate disbursements in connection with the institution and prosecution of this claim as set forth in the paragraph above.

In addition, if the firm borrows money from any lending institution to finance the cost of the client’s case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protection or promoting the client’s interest will bear interest at the lesser of (i) the Bank Rate Monitor National Index for personal loans effective on the date of the initial advance and (ii) the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution. The interest will be included as a disbursement at the end of the case and will not in any be recoverable unless there is a recovery in the case by suit settlement or otherwise.

No attorney can accurately predict the outcome of any legal matter. Accordingly, no representations are made either expressly or impliedly as to the final outcome of this matter.

Napoli Shkolnik may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Town. The Town understands that Napoli Shkolnik is a professional limited liability company with a number of attorneys. Several of those attorneys are anticipated to work on the Town case.

Napoli Shkolnik may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorney’s involved have agreed to the division of fees and assumption of joint responsibility.

This Agreement shall be considered construed under and in accordance with the laws of the State of New York and the rights, duties, and obligations of the Town and of Attorneys regarding Attorney’s representation of the Town and regarding anything covered by this Agreement shall be governed by the laws of the State of New York.

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The Town shall not be responsible for any fees, costs or disbursements in the event the litigation is unsuccessful.

It is a privilege to have this opportunity and we look forward to working with you.

Very truly yours,

NAPOLI SHKOLNIK, PLLC

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Description automatically generated

Paul J. Napoli

Agreed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2021

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Location

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please print name and title under signature)

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