

**Agenda**  
**June 20, 2022**  
At Piseco Common School  
**Town of Arietta**

- Call to Order
- Roll Call
  
- **Resolutions:**
  - 22-06-42      Mileage Rate Change
  - 22-05-43      Hire Law Firm – attached agreements
  
- **Open Bids: Equipment Storage Building Project NO. 2022-2**
  - Snowmobile Trails – Grier**
  - Town Buildings and Grounds - Stobo**
  - Internal Management / Insurance**
  - Recreation, Website & Chamber – C. Wilt**
  - Finance / Airport - Rhodes**
  - Lake / Dam / Invasive/campsite - Rudes**
  - Highway / Parks - Small**
  - Codes / LaScola**
  
- **New Business:**
  - Piseco Community Hall Repairs/Mold
  - Swim instructor pay
  
- **Old Business:**
  - Tax Collector
  - Account Clerk/ Computer Aide, advertise
  
- Motion to pay the bills for the evening
- Public Comment
- **Motion to adjourn**





# Young / Sommer LLC

ATTORNEYS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205  
Phone: 518-438-9907 • Fax: 518-438-9914

[www.youngsommer.com](http://www.youngsommer.com)

Laura Bomyea Darling, Esq.  
Telephone Extension: 249  
[ldarling@youngsommer.com](mailto:ldarling@youngsommer.com)

March 24, 2022

**VIA FIRST CLASS MAIL**

Chris Rhodes, Town Supervisor  
Town of Arietta  
P.O. Box 37  
1722 State Route 8  
Piseco, NY 12139

***RE: Letter of Engagement***

Dear Supervisor Rhodes:

This is to confirm our understanding that you have sought to engage the law firm of YOUNG/SOMMER LLC ("Young/Sommer" or "the Firm") to provide legal services for the Town of Arietta (the "Town"), which is seeking a new Town Attorney. This proposal would be for Young/Sommer to provide general legal services. The engagement applies only to legal representation concerning general work as town attorney and does not include litigation of any kind. In the event that there is litigation, Young/Sommer will provide litigation assistance as requested and under the terms of a separate or modified engagement letter.

We will perform services on a time and material basis and we will bill you at the following hourly rates for our services: **Partners/Associate/Of Counsel \$200 and Paralegals \$95**. The billing rates may be changed from time to time but not without notice to you. In addition to our professional fees, we will bill for disbursements, including (but not necessarily limited to) filing fees, computer-assisted legal research, transcript and court reporter fees, expert witness fees, necessary travel and photocopies to be paid when they accrue unless required in advance. The Firm shall render statements on a monthly basis which shall become payable upon receipt, the sums for which will first be deducted from the balance, if any, of your retainer, and, if no sums remain on retainer, will be billed to you directly. Should a question regarding any fee or disbursement arise, please contact us at your earliest convenience upon receiving the subject statement.

**No Conflicts of Interest.** We have tried to determine whether there are any potential conflicts of interest that would prevent our firm from undertaking this representation. The method we used is reasonable and customary for law firms, and consisted of an inquiry to all attorneys in

the firm and a search of certain of our records. We conducted our review in accordance with the rules of professional responsibility adopted in the State of New York and we are pleased to report that nothing has been found that would disqualify us from this representation.

**Withdrawal or Termination.** You may terminate our relationship at any time and for any or no reason, but we will require payment for services performed to that time. We may terminate our relationship if we find that you are not performing the tasks we find essential to functioning as your counsel, or are otherwise acting contrary to the terms of our engagement, or if continuance as your counsel would be unethical, unlawful or ineffective.

**Representation of Others.** We represent many municipalities, private companies and community groups with interests that are or may be different from your own. If a controversy should arise between you and any other client of our firm, we, after taking into account the rules of professional ethics that apply to us, may decline to represent either you or such other client or both you and such other client. In any case, we may require payment for services performed to that time.

**Documents and Records.** At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. At that time, we will return to you any documents that are specifically requested to be returned, including, if requested, the entire file. As to any documents so returned, we may elect to keep a copy of the documents in our files. We will maintain all documents you furnish to us in our files to the extent we find them relevant to our representation of you. We may discard other documents received from you or others. We will supply you with your documents from our files upon request, although we may retain a copy. We will maintain our client files so long as we find advisable. All documents in our files are eventually subject to destruction pursuant to our record retention schedule then in effect. Before we destroy the file, we will make an attempt to contact you and provide you an opportunity to retrieve the file. We cannot guarantee, however, due to the passage of time, that we will be successful in our effort to contact you.

**Final Billing.** If, at the conclusion of the representation on this matter, and after a final invoice has been prepared and paid, there remains a balance in the retainer account from your retainer deposit, that sum will be remitted to you. Please note that in the event of a dispute regarding our legal fees, you may be entitled to make use of arbitration and the Fee Dispute Resolution Program set forth at 22 NYCRR Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. We have enclosed a statement of your rights as a client. Please carefully review the Statement of Client's Rights.

**Conclusion.** This letter is intended to be a complete description of the terms of our engagement as your counsel. Our firm policy is to agree to any changes in these terms only in writing, not by any oral agreement or other undertaking, so that there will at all times be a complete and reliable written description of our respective responsibilities. If this letter does not correctly reflect the terms and conditions of our representation, please advise me as soon as possible so that a revised version can be prepared. Finally, it is expressly understood and agreed that no guarantees or promises have been made about the outcome of any matters and the manner in which any matter is concluded does not affect the amount of the fee.

If the terms of this retainer are acceptable, please sign this letter below and return it to Young/Sommer LLC at your earliest convenience. Enclosed is a copy of this letter for your records.

Please call with any questions.

Very truly yours,

  
Laura Bomyea Darling, Esq.

LBD/yl

Enclosure

ACCEPTED AND AGREED TO:

\_\_\_\_\_

Dated: \_\_\_\_\_

## **STATEMENT OF CLIENT'S RESPONSIBILITIES**

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional Responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

## STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.



**AGREEMENT BETWEEN TOWN OF ARIETTA AND  
MILLER, MANNIX, SCHACHNER & HAFNER, LLC  
FOR PROVISION OF LEGAL SERVICES TO TOWN OF ARIETTA**

This Agreement is entered into as of April 1, 2022 between the **TOWN OF ARIETTA** (Town) and **MILLER, MANNIX, SCHACHNER & HAFNER, LLC** (MMSH) for the provision of Legal Services to the Town of Arietta.

**WHEREAS**, the Town of Arietta requires legal representation in a wide variety of matters to deal with the numerous legal issues that come before and involve the Town; and

**WHEREAS**, the Town Board of the Town of Arietta wishes to engage legal MMSH on a contractual basis for the period from April 1, 2022 to December 31, 2023; and

**WHEREAS**, the Town has agreed by Resolution to engage the services of MMSH on its behalf; and


**WHEREAS**, MMSH has agreed to provide such legal services to the Town, the Town and MMSH hereby agree as follows:

1. **Subject of Agreement** - MMSH shall advise and represent the Town and render legal services to it as requested by appropriately authorized Town personnel. MMSH understands that Attorney Wayne Judge is the Town's Principal Counsel and that MMSH will likely be called upon only in the event of Attorney Judge's unavailability.
2. **Scope of Services** - MMSH will provide Legal Services consisting of attendance at Town Board, Planning Board and Zoning Board of Appeals meetings as requested by the Town, conferences, telephone consultations and other meetings with the Town Supervisor, Town Board and appropriately authorized personnel; drafting of letters, legal opinions and other legal documents and providing ongoing advice regarding general legal matters. MMSH will also provide services consisting of representation of the Town in litigation matters in Federal, State and Town Courts, contract review, bond counsel services, personnel matters and special district work, as requested.
3. **Term and Renewal** - The Term of this Agreement shall be from April 1, 2022 to December 31, 2023. It may be renewed thereafter as the parties see fit.
4. **Compensation** - Fees for all of MMSH's Legal Services will be billed to the Town at hourly rates not to exceed \$230 per hour for 2022 and \$240 per hour for 2023. MMSH will invoice the Town on a monthly basis and the Town will pay all invoices within thirty (30) days.

**TOWN OF ARIETTA**

**MILLER, MANNIX,  
SCHACHNER & HAFNER, LLC**

By: \_\_\_\_\_  
Chris Rhodes, Town Supervisor

  
By: \_\_\_\_\_  
Mark Schachner, Esq.