

TOWN OF HURLEY

ENGAGE YOUNG / SOMMER LLC TO REPRESENT THE TOWN AS A SUPERFUND SITE

Resolution No. 2024-

Moved By _____

Date: January 23, 2024

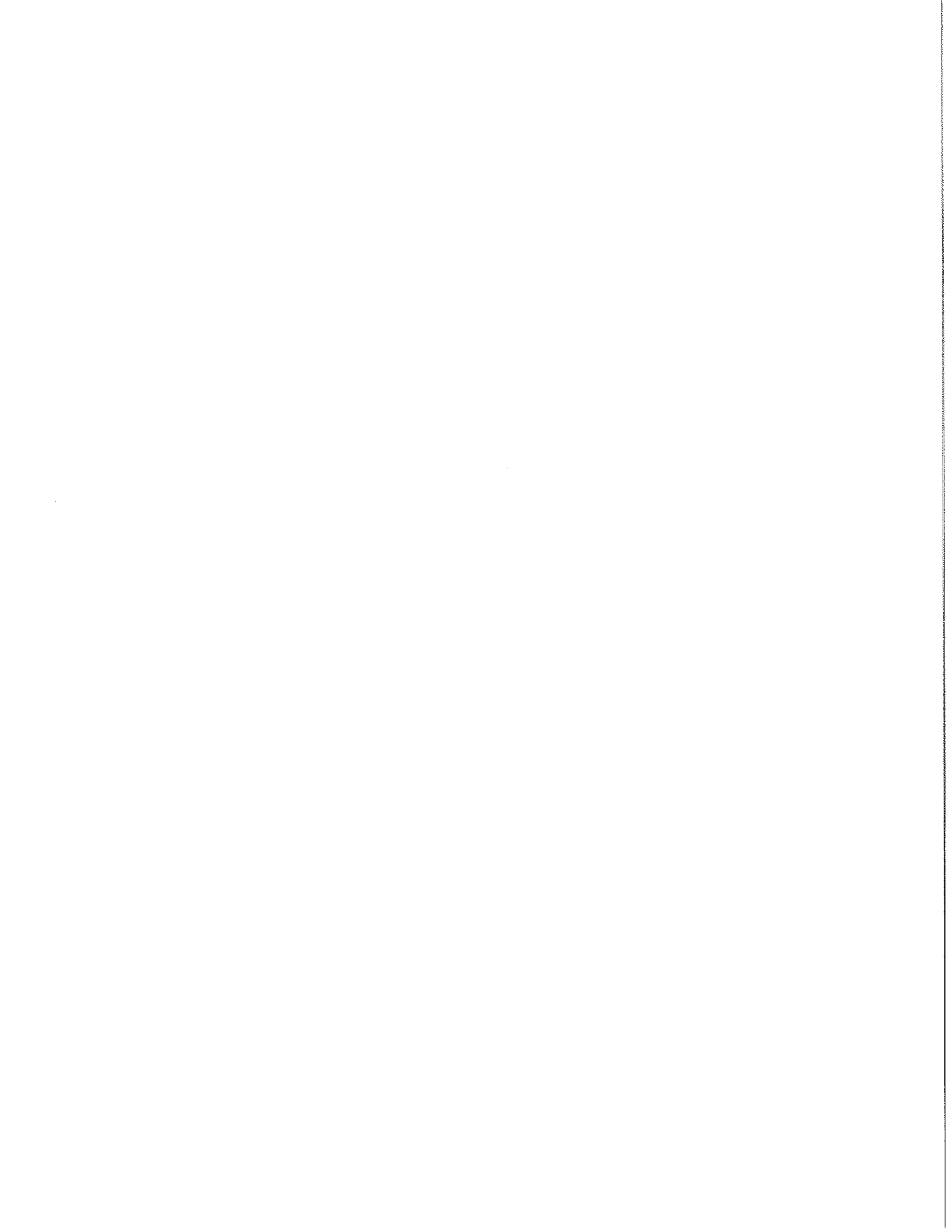
Seconded By _____

WHEREAS, The Town's closed landfill has been declared a Superfund site by the New York State Department of Environmental Conservation (DEC); and

WHEREAS, legal counsel is required to navigate the next steps required by DEC,

THEREFORE, BE IT RESOLVED, that by the Town Board of the Town of Hurley to engage Young / Sommer LLC to represent and advise the Town regarding the designation of the closed Town of Hurley Landfill site as a Superfund site.

	AYE	NAY
Mike Boms, Supervisor	_____	_____
Diana Cline, Councilperson	_____	_____
Deb Dougherty, Councilperson	_____	_____
Tim Kelly, Councilperson	_____	_____
Gregory Simpson, Councilperson	_____	_____



Young / Sommer LLC

ATTORNEYS AT LAW

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January 22, 2024

Via Electronic Mail Only

(Email: supervisor@townofhurley.org / supervisorsec@townofhurley.org)

Michael Boms, Supervisor
Town of Hurley
10 Wamsley Place
Hurley, NY 12443

RE: Town of Hurley Landfill Superfund Site; Engagement of Young/Sommer LLC

Dear Supervisor Boms:

This letter sets forth the terms for retaining Young/Sommer LLC to represent and advise the Town of Hurley ("Town") regarding the designation of the closed Town of Hurley Landfill Site as a Superfund Site by the New York State Department of Environmental Conservation. These services include reviewing relevant documents, performing needed research, and consultation with the Town and discussions with the Department.

This engagement agreement does not extend to representation in any other matter without authorization in writing from you. Litigation, if necessary, will be authorized by a supplemental engagement letter.

For these legal services, you agree to pay YOUNG/SOMMER LLC, at the discounted rate of \$290.00 per hour for partner Joseph F. Castiglione and senior of counsel, \$235.00 per hour for associate time, and \$100.00 for paralegal time. Joseph Castiglione will be the attorney primarily handling this matter. In addition, you agree to pay all reasonable costs incurred by the Firm during and in the course of our representation, including, but not limited to, computer-assisted legal research, necessary travel and mileage at the then-current IRS reimbursement rate, photocopies, and postage, to be paid when they accrue unless required in advance.

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 partners in the firm and a search of certain of our records. As previously raised, the firm represents Cedarwood Development East LLC, Town of Hurley (Ulster County) - A 48 Unit condominium project. The firm will not have attorneys working on this matter discuss or perform work on the Cedarwood

matter and will maintain separation between attorneys on the two matters. Ultimately, 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 under the rules governing conflicts with clients.

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 significant controversy should arise between you and any other existing client of our firm, we, in conformity with 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.

Billing. 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. 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. A copy of the "Statement of Clients' Rights and Responsibilities" is attached for your use.

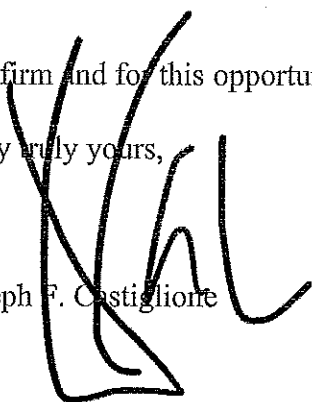
Conclusion. This letter is intended to be a complete description of the terms of our engagement as your counsel. Our firm policy is to agree to any changes in these terms only in writing, not by any oral agreement or other undertaking, so that there will at all times be a complete and reliable written 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.

If this sets forth your understanding of our agreement, please sign where indicated below and return this original to us.

We thank you for your confidence in our firm and for this opportunity to be of service.

Very truly yours,

Joseph F. Castiglione

A handwritten signature in black ink, appearing to read 'JFC', written over the typed name 'Joseph F. Castiglione'.

Accepted and Agreed To, January __, 2024

Town of Hurley

By: _____

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.

