

Young / Sommer LLC

ATTORNEYS AT LAW

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February 4, 2025

Village of Middleburgh
Attn: Timothy Knight, Mayor
309 Main Street
Middleburgh, NY 12122

***RE: Engagement of Young/Sommer LLC Proposal for Legal Services
Special Counsel for Abandoned Property Proceeding***

Dear Mayor Knight:

I am providing a proposal for legal services for the Village of Middleburgh (the "Village"), specifically to act as special counsel in an abandoned property proceeding under Real Property Actions and Proceedings Law Article 19A. The property is located at 111 Railroad Avenue. We propose to provide legal services for the Article 19A process on an hourly basis, which may include: review of title, review of code enforcement file, review of draft notices and certifications, drafting and filing of motion papers, and transfer of the property to the Village.

FEES FOR SERVICES

Young/Sommer proposes a discounted hourly rate for municipal matters. I will be primarily responsible for handling this matter at a rate of \$245/hr. Rates for partners and associates who provide assistance will be billed at the following rates (\$245/hr. for partners; \$205/hr. for associates). Paralegals will be billed at a rate of \$185/hour. In addition, we will charge you for disbursements, including:

Photocopies: \$.10/page

Color photocopies: \$.25/page

Mileage: IRS rate

Court Filing Fees, Postage and Service of Process: At cost

Lexis: Services provided under firm's plan are allocated among clients based on monthly usage; out-of-plan services are charged at cost.

We will not bill hourly time while driving but do require to be reimbursed for mileage.

We will bill for our services on a monthly basis. We will strive to minimize your legal fees while expediting resolution of the matter.

AREA OF EXPERTISE

I primarily practice in the areas of municipal law, real property, zoning and land-use permitting, administrative and environmental law, and general code enforcement. Specifically, I have worked with the Village of Cherry Valley, Village of Ilion, Village of Rockville Centre, Village of Dolgeville, Village of Saranac Lake, and City of Auburn on enforcement of building codes and use of Article 19-A and 19-B to take title to abandoned property. As special counsel to the Greater Mohawk Valley Land Bank, I have also provided initial guidance to several municipalities across New York State on how to handle zombie and abandoned properties.

NO CONFLICTS OF INTEREST

By submitting this proposal, Young/Sommer confirms that it will accept the Village's conflict of interest policy and affirms that we have no existing conflicts of interest pertaining to current Village projects that are known to the firm.

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 previously performed.

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.

BILLING. THE FIRM WILL NOT REQUIRE A RETAINER

The Firm shall render statements on a monthly basis which shall become payable within thirty (30) days of receipt. 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 your account, 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

Please call with any questions. We thank you for this opportunity.

Very truly yours,

YOUNG/SOMMER LLC



E. Hyde Clarke, Esq.

Accepted:

Timothy Knight, Mayor

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 non-lawyer personnel in your non-lawyers 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.

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.