

Roemer Wallens
Gold & MineauxLLP
Counsellors at Law

VIA EMAIL & FIRST CLASS MAIL
(supervisor@marbletown.net)

February 18, 2022

Rich Parete, Town Supervisor
Town of Marbletown
1925 Lucas Ave.
Cottkill, New York 12419

**Re: Town of Marbletown and Roemer Wallens Gold & Mineaux LLP
(UPSEU Grievances, Negotiations and Labor Relation Issues)**

Dear Supervisor Parete:

This will confirm that the Town of Marbletown (the "Town") has retained this firm to represent the Town in connection with UPSEU grievances, negotiations and other labor relation issues. I forward this proposed retainer letter which is intended to establish the relationship between our firm and the Town in connection with the above representation of the Town.

1. Scope of Representation. We will represent the Town regarding pending grievances, negotiations and other UPSEU labor relation matters.
2. Professional Services. The basis of the fee shall be the 2022 hourly rate of \$275.00 per hour. Hourly charges shall include all legal research, analysis, memoranda, correspondence, telephone conversations with you or other persons, preparation for, and appearances at meetings, court appearances and any other tasks necessary to represent the Town in this undertaking.
3. Payment Policy and Separate Billings. We will send the Town statements on a monthly basis which shall set forth, in increments no less than one tenth of one hour, the time spent by our firm on the Town's behalf along with detailed descriptions of our related activities. Additionally, we will include all out-of-pocket costs and disbursements on such statements.
4. Withdrawal. We reserve the right to withdraw from representation at any time if financial commitments to us are not honored, or, of course, in the event we perceive any conflict of interest or other ethical consideration.

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5. Arbitration. In the event that a dispute arises between us relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to the Town upon request.

6. Discharge. The Town has the absolute right to discharge us for any reason at any time. We will promptly turn the files over to the new attorney on request. The Town will remain responsible for all fees and costs incurred through the date of discharge, but payment of our final statement is not a precondition to the release of the file.

We cannot and do not warrant or predict results of final developments. Be assured, however, that it is our desire to afford the Town conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable. If the foregoing is satisfactory to the Town, kindly indicate the Town's consent and approval by countersigning in the space provided on this original and the enclosed copy of this letter. Return the copy to me in the self-addressed, stamped envelope, and retain the original letter for your records.

Thank you for choosing our law firm to assist the Town in these matters.

Very truly yours,

Roemer Wallens Gold & Mineaux LLP

William M. Wallens

William M. Wallens

WMW:ejb

Encs.

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The undersigned hereby acknowledges that he/she has read and understands this letter in its entirety, has had a full opportunity to consider its terms, has had a full and satisfactory explanation of same, and fully understands its terms and agrees to such terms. The undersigned fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this letter and acknowledges that the undersigned was provided with and has read the Statement of Client's Rights, a copy of which is attached to this letter.

Town of Marbletown

By: _____

Name: Rich Parete

Title: Supervisor

Dated: _____

Statement of Client Rights

(As adopted by the Administrative Board of the Courts)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling 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 withdraw from 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 a reasonable fee and to have your lawyer explain at the outset how the fee 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 fee arrangement 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 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 in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.