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January 31, 2024

**Via Email**

Village of Scotia  
4 North Ten Broeck Street  
Scotia, New York 12302

**Attn:** David J. Bucciferro, Mayor

**Re: Engagement Letter for Labor & Employment Law Services**

Dear Mayor Bucciferro:

This is to confirm our recent emails and to thank you for your request that this Firm continue to serve as special legal counsel to the Village of Scotia (hereinafter "Village" or "you") with respect to Labor & Employment ("L&E") matters, including: Civil Service Law, human resources and personnel-related issues; collective bargaining and related bargaining unit negotiations; grievance arbitrations; the defense of General Municipal Law Section 207-a and -c claims; the defense of discrimination and disability claims; representation of the Village in proceedings before the Public Employment Relations Board ("PERB"); and related L&E proceedings and actions before the federal and courts and agencies. We are pleased to have this opportunity to continue to assist you, and we want to acquaint you with our manner of handling your case.

**Scope of Representation**

Our representation of the Village is in connection with the above-referenced L&E matters only, unless we otherwise agree in writing.

**Firm Representation**

While I will be primarily responsible for providing legal services, other lawyers in the firm may, from time to time, be involved in the event I am out of Village or otherwise unavailable. On occasion, I may ask another C&G partner to assist. To be cost effective, I may also ask a C&G associate or paralegal to assist with legal research or the drafting of documents, which I will review. Should I be unavailable when you call, please feel free to refer any questions to my paralegal, Ronitta J. McPherson or my legal assistant, Allison Pascucci. If either is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

### **Cooperation**

We will need the Village's cooperation from time to time to effectively represent it in this matter. This may include assistance in the preparation of for collective bargaining and litigation as well as attendance at meetings, depositions, hearings and other proceedings, etc. We will endeavor to coordinate this with all concerned in order to make this as little an imposition as possible. However, this cannot always be done.

### **Billing Basis, Rates and Retainer**

We have agreed to provide legal services to the Village based on an hourly basis. As such, we are not in a position to quote you a specific fee for our services because it is impossible to determine, at this point, how much work will be involved.

We agree to invoice the Village monthly with a detailed statement and payment will be due upon receipt of our invoice, but not later than thirty (30) days thereafter. We will send monthly invoices to your attention. Our statements to you will reflect the rates in effect at the time of billing. If you have questions about our billing rate or method, please feel free to discuss this matter early in our representation of you.

Our current hourly rates for the legal services of this kind are \$275.00 per hour for partners and Of Counsel attorneys; \$235.00 per hour for associates; and \$190.00 an hour for paralegals. These rates will be in effect from January 1, 2024 through December 31, 2024. We agree to obtain your approval of any future rate increases, which shall not exceed five percent (5%) per calendar year, effective January 1, 2025.

We are not able to advance significant expenses on behalf of our clients, and we will try to anticipate same. If we do advance any monies for nominal expenses and fees on your behalf, such as filing fees, transcript costs, travel and photocopying, we will expect the Village to promptly reimburse us upon billing.

### **Notice of Arbitration**

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, the Village does have the right to demand arbitration against us in an effort to resolve such fee dispute. In the unlikely event that a fee dispute arises, and the Village notifies us of its intention to arbitrate, at your request, we will provide Village with the appropriate forms to file to implement its right to arbitrate.

### **Termination**

The Village shall at all times have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

### **Statement of Client's Rights**

Attached to this letter is a "Statement of the Client's Rights" which you should read prior to engaging of our Firm to perform legal services.

If you have any questions about these terms, please let me know. Otherwise, if they are acceptable to you, I would appreciate the authorized Village officer signing a copy of this agreement, and sending it back to me via email.

We appreciate the opportunity to be of assistance to you, and look forward to working with you in this matter.

Sincerely,

COUGHLIN & GERHART, LLP



By: Paul J. Sweeney  
Of Counsel

**We agree to the terms of representation and engagement as outlined above and have read the attached Statement of Client's Rights.**

**VILLAGE OF SCOTIA**

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Please print*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.

Source: <https://ww2.nycourts.gov/attorneys/clientsrights.shtml>