

**TOWN OF HUME
TOWN BOARD MINUTES
DECEMBER 13, 2023
7:00 PM**

The regular monthly meeting of the Hume Town Board; Allegany County; Fillmore, New York was held at the Town of Hume Museum/Courtroom. Officials in attendance were: Supervisor Darlene Mason, Councilmen Christopher Austin(7:45 pm), Peter Hopkins, Bruce Hinz(7:35 pm), Joel Clark and Town Clerk Dawn Bentley.

CALL TO ORDER

Pledge of Allegiance said and Moment of Silence was observed.

MINUTES

Motion made by Councilman Hopkins, Second by Councilman Clark to accept minutes from November 15th meeting as written. 3 ayes 0 noes So Carried

COMMUNITY FORUM

Comprehensive Plan Report – Surveys are out the are being put in various points throughout the town, due by January 1st, 2024

MUSEUM – NO REPORT

JUSTICE – NO REPORT

DOG CONTROL – NO REPORT

LEGAL

Attorney Contract for 2024 – discussed by board.

Motion made by Councilman Hopkins, second by Councilman Clark to renew Attorney agreement for 2024. 3 ayes 0 noes So Carried

SEE ATTACHED

Still working on Richard Buck for easements hold harmless agreement for Dugway Ditch.

HIGHWAY – Kevin Peet

Replacing the Skidsteer – sourcewell full cab – needs adapter plate

7:35 pm Councilman Hinz arrived

Motion made by Councilman Hopkins to Authorize Highway Superintendent to purchase Giant Gia – G1500xTra 2023 on next year’s budget. Second by councilman Hinz.

4 ayes 0 noes So Carried

WATER/SEWER – Kevin Kruppner

Keeping up on Maintenance and getting everything ready for the winter.

7:45 pm Councilman Austin arrived.

TOWN CLERK – Dawn Bentley

Everything running smooth.

Getting ready for January Taxes.

SUPERVISOR – Darlene Mason

Has the contract to sign for the corner where old Mobil station was.

Motion made by Councilman Austin to allow Supervisor to sign contract for the Old Mobil Station on the Corner of Rt19 and 19a. Second by Councilman Hopkins.

5 ayes 0 noes So Carried

8:12 pm

Motion made by Councilman Austin, Second by Councilman Hopkins to go into Executive Session to discuss the Medical, financial credit or employment history of a particular person or corporation, or matters leading to the appointment, employment promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

5 ayes 0 noes So Carried

8:55 pm

Motion made by Supervisor Mason Second by Councilman Hopkins to come out of Executive Session.

5 ayes 0 noes So Carried

Motion made by Supervisor Mason, Second by Councilman Hinz to pay all bills.

5 ayes 0 noes So Carried.

Motion made by Supervisor Mason, Second by Councilman Austin to adjourn the meeting.

5 ayes 0 noes So Carried.

Next meeting January 10th, 2024 at 7:00 pm. Location is the Town of Hume Museum/Courthouse, 10842 Claybed Rd., in the Hamlet of Hume, NY.

The above is true and accurate to the best of my knowledge.

Dawn Bentley

Town Clerk

Merry Christmas to one and all!!!!

**ANNUAL RETAINER AGREEMENT
TOWN MUNICIPALITY**

AGREEMENT made and entered into this 13 day of December, 2023, by and between the **TOWN of HUME** with offices at 20 North Genesee Street, Fillmore, New York 14735, hereinafter referred to as the "*Town*", and **RICHARDSON, PULLEN & BUCK, P.C., ATTORNEYS at LAW**, with offices at 21 Minard Street, P.O. Box 182, Fillmore, New York 14735-0182, hereinafter referred to as the "*Attorneys*".

WITNESSETH that in consideration of the mutual covenants and conditions herein contained, the parties hereto do agree as follows:

1. The Town hereby retains and employs the Attorneys to act as Retained Attorneys for the Town in all matters requiring the services of an attorney or a legal opinion by a licensed attorney, during 2024. Such services shall include all matters routinely attended to by municipal counsel but shall not be deemed to include specialized areas of legal practice such as major bond issues, labor law practice, patent law practice and securities and exchange practice or other areas of specialty.
2. If the Attorneys determine that a matter referred to them by the Town pertains to an area of specialty practice, they shall notify the Town of such determination within five (5) work days of their receipt of correspondence or communication concerning the matter. The Attorneys shall thereupon be either relieved of the duty to further handle the matter or negotiate a separate fee for the handling of such specialty matter, if determined mutually by the Attorneys and the Town Supervisor that it is in the best interest of the Town for the Attorneys to handle the matter. The Supervisor may request that the Attorneys act for the Town to seek competent counsel and assist such counsel, under a separate fee structure, in the handling of the specialty matter.
3. The Town agrees to pay a fee of Two Hundred Dollars (\$200.00) per hour for all time spent by a lawyer in the Attorneys' office on legal work performed for the Town. Such time shall include, without limitation, time spent on the following tasks: conferences, telephone calls, e-mails, research, investigation, drafting papers and correspondence, travel, depositions, court appearances, trials, hearings, arbitrations, attendance at Town Board Meetings (where requested to do so), and such other appearances and tasks as may be necessary or helpful for the Attorneys, to discharge the office of Town Attorney.
4. The Town understands that paralegals employed by Richardson, Pullen & Buck, P.C. will perform various facets of this work, supervised by one of the Attorneys of the law firm. It agrees to pay to the Attorneys the sum of Ninety-five Dollars (\$95.00) per hour for any services rendered by paralegals for routine work performed on behalf of the Town.
5. The Town also understands that it will be required to pay all expenses such as, but not limited to, costs of service of process, fees for expert services, witness fees, costs of depositions, transcripts, travel expenses, and court filing fees.

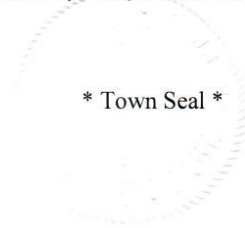
6. It is further understood that services will be billed on a monthly basis and expected to be paid upon receipt of said billing statement.

7. The Attorneys hereby accept such employment and agree to render to the best of their ability the services required of them as the Attorneys by this agreement on the terms and conditions herein stated.

8. Preservation and Maintenance of Client Files: In accordance with government regulations, the Attorneys will routinely maintain all client files for a period of seven (7) years after each matter is concluded and closed. Following such time, the Attorneys shall be free to destroy any file and all of its contents. If the Client wishes to have the Attorneys preserve client files for a longer period of time, they may contact the Attorneys and arrange for an extended preservation and maintenance period, for which there will be a modest charge. If the Client wishes to have Attorney files turned over to Client at the expiration of such time, it may request such files from the Attorneys. Unless the Attorneys receive a written request from the Client for such files to be turned over, or for extended preservation, the Attorneys shall be free to destroy all such files. If the Client requests that a file be turned over to the Client, it will be required to sign a "Release and Receipt" acknowledging that the file has been provided to the client.

Town Supervisor: initial here DM to accept terms of paragraph eight (8).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.



TOWN of HUME

By *Darlene M. Mason*
Darlene Mason, Town Supervisor

RICHARDSON, PULLEN & BUCK, P.C.

By *Seth D. Pullen*
Seth D. Pullen, Esq.

Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended June 1, 2018
(22 NYCRR §1210.1)

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, gender identity, gender expression, age, national origin or disability.

Statement of Client's Responsibilities
(Informational Statement Adopted by the New York State Bar Association)

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 should be one of complete candor and the client should apprise the lawyer 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 to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving 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, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
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 a suitable working relationship with the client is not likely.