



**Special Board of Trustees Meeting  
Tuesday June 4th, 2024 6:00 pm  
Community Room**

Watch here: <https://www.youtube.com/@bethlehempubliclibrary9609>

Public comments can be submitted here: <https://www.bethpl.org/contact-us/contact-the-director/>

Board packet information can be accessed here: <https://www.bethpl.org/board-of-trustees/>

**Agenda**

- **Call to order**
- **Public participation**
- **New business**
  - Attorney engagement for SEQR/bond counsel/building project
  - SEQR process update
  - Other new business
- **Executive session**
- **Adjournment**

**Next board meeting: Monday June 10, 2024**

**Next Friends of the Library meeting: June 17, 2024 6:30 pm**

WHITEMAN  
OSTERMAN  
& HANNA LLP

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May 17, 2024

Geoffrey Kirkpatrick, Library Director  
Bethlehem Public Library  
451 Delaware Avenue  
Albany, New York 12054

*Re: Engagement of Whiteman Osterman & Hanna LLP*

Dear Geoff:

Whiteman Osterman & Hanna LLP appreciates the opportunity to provide legal services to the Bethlehem Public Library (the "Library") in connection with its planned Building Project. In accordance with our firm policy, the purpose of this letter is to set forth our understanding as to the terms upon which we have been engaged.

### **MUTUAL RESPONSIBILITIES**

We will provide the legal services that, in our professional judgment, are appropriate for this matter and in accordance with applicable legal and ethical standards. The Library agrees that you and the other officers of the Library will be reasonably available to confer with us upon request, will provide us with such documents and information as the Library may possess relating to the matter, will disclose all facts and circumstances of which the Library or its officers are aware that may bear upon our handling of the matter, will promptly pay our fees in accordance with the terms of this letter, and will otherwise assist our efforts as we reasonably request.

It is understood that I will be the partner of this Firm primarily responsible for this engagement.

### **DETERMINATION OF FEE**

Our fees are determined, in accordance with applicable ethical rules, by considering a number of factors, including the amount of time that our lawyers, legal assistants and staff devote to the matter, the experience and expertise of the professionals who perform the services, the complexity, novelty and difficulty of the questions involved, the magnitude of the matter, any time limitations or other special demands presented, and the results obtained.

You agree that our fee will be based upon the time which we devote to the matter, in

accordance with standard hourly rates assigned to the particular lawyers and legal assistants performing the work. Currently these rates vary from \$170 to \$210 for legal assistants, from \$255 to \$325 for associates, from \$360 to \$695 for counsel, and from \$365 to \$520 for partners. These rates are subject to periodic adjustment, and the rates billed will be those in effect at the time the services in question were rendered. As a courtesy to the Library, we will bill all attorney time at our discounted library rate of \$250 per hour and all paralegal time at the rate of \$150.

We will submit monthly bills that show the hours worked and disbursements incurred during the preceding month.

### **BILLING FOR COSTS AND EXPENSES**

In addition to our fees, we will bill you for any expenditures which we make or expenses we incur for you or on your behalf. These may include computer-based legal research costs, the costs of reproducing documents, long distance telephone charges, parking and travel costs, expenses which we incur while we are away from our office on your business, fees which accountants or consultants retained on your behalf charge us, and other similar expenditures. Where such expenditures are significant in amount, we may ask you to make payment directly to the provider of goods or services, or we may require an additional retainer amount to cover such expenses.

### **STATEMENTS**

We will send you statements for services rendered and for expenditures which we have made for you on a monthly basis. The amounts set forth in the statements are due within thirty days after the statement is mailed. If you have any questions about any statement, please call me promptly to discuss it.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature and, where consistent with our ethical obligations, withdrawing from this representation. We also reserve the right to ask you for reasonable security for past due balances and work required in the near future. As a condition of our undertaking this representation, you agree to provide such security to us upon request.

In fairness to the majority of our clients who pay our statements promptly, we have established late payment charges designed to recover the costs of carrying overdue accounts. We reserve the right, to the extent permitted by law, to add a late payment charge at the rate of 9% per annum (0.75% per month) to your past due account. These late charges will accrue from the due date of the bill until the date it is paid.

Under certain circumstances, disputes regarding our fees may be subject to the New York Fee Dispute Resolution Program established under 22 NYCRR Part 137.

### **CONFLICTS OF INTEREST**

As you are aware, Whiteman Osterman & Hanna LLP has a diverse practice that includes representation of many other companies and individuals in many areas. We have performed our standard internal conflicts check and we believe our performance of this engagement will not conflict with any client or matter on which we are engaged as of the date of this letter, except the Bethlehem Central School District and its Board of Education for which we are engaged in conversations regarding a mutual conflict waiver. In the event any other conflict comes to our attention, we will promptly notify you, and you agree to promptly meet with us to discuss, in good faith, a reasonable resolution. Within applicable ethical and legal guidelines, we will endeavor to continue our representation and to preserve our relationship.

### **RECORDS RETENTION**

The Firm maintains a records retention and destruction policy, which may be amended from time to time. It is the Firm's practice, in accordance with its records retention policy, to review the file at the conclusion of our engagement for purposes of determining information and documents that will be returned, retained in our files, or destroyed. With respect to documents that are retained in our files, under our current records retention policy, the Firm reserves the right to destroy client files seven years after the conclusion of the matter, except as to matters, such as trust and estate matters, which require a longer document retention period. You may also arrange for the return of the file to it, upon payment of shipping costs.

### **DOCUMENT PRESERVATION**

If this matter involves litigation, or the assertion or defense of a potential claim, it is imperative that you immediately take all necessary steps to ensure that there is no disposal, alteration, or destruction of documents (including electronic documents and emails) that might relate in any way to the claim at issue. Under applicable court rules and judicial precedent, you are obligated to preserve all documents and communications that relate in any way to the claim and you can be subject to judicial sanctions for failing to do so. This may require you to ensure that any systems that automatically archive or destroy electronic documents are turned off. We would be pleased to provide you with additional assistance and advice in this regard if you have questions.

### **TERMINATION**

We anticipate a long and mutually satisfactory relationship. However, you have the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving you written notice if you fail to cooperate with us or to pay our bills when due or if we determine that continuing to represent you would be unethical, impractical, or improper. If our relationship is terminated by either of us, you will remain obligated to pay us in full for our past services and for costs and expenses in accordance with the terms of this letter.

Bethlehem Public Library

*Re: Engagement of Whiteman Osterman & Hanna LLP*

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**AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING**

This agreement will apply to any additional matters we agree to undertake upon your behalf unless we enter into an express written agreement reflecting an alternate arrangement. Please review this letter carefully, and if it does not accurately reflect the terms of our engagement, let me know as soon as possible. Otherwise, please ask the Library's Board of Trustees to approve it and authorize you to sign it in the space provided below. Your signature evidences the authority of the Board to enter into this engagement. Once signed, please return a copy of the letter to me via email or mail.

Very truly yours,

*Robert Schofield*

Robert T. Schofield

**APPROVED AND ACCEPTED:**

BETHLEHEM PUBLIC LIBRARY

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Geoffrey Kirkpatrick, Library Director

Dated: May \_\_\_\_, 2024