

**Business of the Village Board
Village of Saranac Lake**

BILL #18-2026

SUBJECT: Legal Services Water and Wastewater Projects

Date: 2/9/2026

DEPT OF ORIGIN: Village Manager

DATE SUBMITTED: 1/30/2026

SUMMARY STATEMENT

Authorize Village Manager to sign contract for legal services for Saranac Lake Drinking Water and Wastewater Projects

RECOMMENDED ACTION

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL:

| | |
|------------------|------------|
| MAYOR WILLIAMS | <u>yes</u> |
| TRUSTEE BRUNETTE | <u>yes</u> |
| TRUSTEE RYAN | <u>yes</u> |
| TRUSTEE SCOLLIN | <u>yes</u> |
| TRUSTEE WHITE | <u>yes</u> |

January 21, 2026

Bachana Tsiklauri
Village Manager
Village of Saranac Lake
39 Main Street, Suite 9
Saranac Lake, NY 12983

Re: Legal Services for Village of Saranac Lake Drinking Water and Wastewater Projects

Dear Mr. Tsiklauri:

The rules which govern the conduct of attorneys in this state require me to provide the Village with this letter of engagement to explain the scope of the legal services to be provided, the legal fees to be charged, including expenses and billing practices, and to explain your arbitration rights as they pertain to any fee dispute. While this letter may seem formal and cumbersome, it is required to assure your understanding of the matters discussed and, thus, hopefully, eliminate later misunderstandings between lawyer and client.

Scope of Services

You have asked us to assist the Village with legal matters relative to the Village's pending drinking water and wastewater collection system and treatment system upgrades, which generally includes environmental reviews, project reviews, contract review, bidding, easement and property rights reviews, permitting assistance and similar needs general to projects of these general description. No litigation or general legal matters for the Village are included in our scope.

For 2026, our legal fees would be billed at the hourly rate of \$295 per hour, billed monthly. Our rates for paralegal work is \$125 per hour, but most of the Village's matters would be handled directly by an attorney. I will be the primary attorney on this matter. We also bill for any costs incurred by us and for large scale copying, postage, and similar costs.

Please note that our practice does not include all areas of law. If there ever arises an area where we do not practice, we have contacts at firms that we work with to assist. We would discuss that with you if it arises.

In terms of response times, we do want to note that we are finding here in recent years that many items are being referred to us from clients on short notice. It seems many things come up late or are addressed in a short time frame. We may not be able to respond to every matter in an immediate

or emergency fashion. Projects and matters are prioritized by us based on a reasonable time to respond basis. If the bulk of the Village's matters are sent to us in emergency fashion, we will revisit the rate and our response capabilities with the Village. In that regard, we ask that you notify us as early as possible on matters that may require our attention- even if it is only to keep us up to date. That way we can have such matters on our docket for items that could arise and require our attention. That, then, allows us to better plan and respond to the Village's needs in an efficient and economic fashion.

Email Communications

Our communication with you is intended to be solely with you, confidential, and constitutes attorney-client privileged communication. If you communicate with us via email, you do so knowing that email is susceptible to interception, spying and reading by third parties. If you use email services such as "gmail", "yahoo", "aol", "msn" or other third-party email systems, the user agreements that you "sign" when using such systems could authorize those systems to monitor your emails for, among other things, ads and related software. Likewise, you may have seen news reports over the past few years of significant security breaches with email systems such as "gmail", "yahoo" and the like. Email should not be considered a secure form of communications.

Our point is that using email cannot be guaranteed to be confidential and we are not responsible for any loss or damage caused to you by any third party viewing or reading of our mutual email correspondence.

Please also note that email is not intended to be an instant form of communication. Though we strive to respond to emails within 24 hours of receipt, there are instances where due to projects or matters pending, we may not be able to respond as quickly as you request. In addition, there are instances where your email on a topic may be filtered by our spam filters. Thus, if an email is not returned, the email should not be a substitute for a phone call if something is urgent.

In addition, all emails are billed at our minimum of 1/10th of an hour. Often people may think that emails are simply a quick back and forth communication. However, emails require thought and context, and given what has become a large volume of communication, all emails are billed.

Lastly, please note that copying anyone outside of the Village administration (Mayor, Board of Trustees, etc.) may waive attorney client privilege. This would include engineers, committee members and the like. We require that no confidential emails sent by us be forwarded or transmitted without our express prior written consent. In addition, please note that simply copying or corresponding with our office does not, in and of itself, constitute privileged communications under New York law. When in doubt, you should contact us before placing any significant confidential information in any email. Lastly, please remain cognizant that email may be subject to FOIL.

Texting

Please note that there may be times when we communicate with you via mobile telephone. We ask that you not communicate with us via text message for any legal matters. Of all forms of communication, we believe texting to be one of the most unsafe forms of communication in terms

of maintaining your confidentiality and the attorney-client privilege. Texts are often available for viewing on the screens of mobile phones, tablets, and other similar devices, thus increasing the likelihood that such communications can be viewed and/or intercepted by third parties. Our engagement with you does not include any obligation to return any text messages and we reserve the right to delete without responding to text messages deemed by us to be of a legal nature or otherwise. In the event we do respond to a text message, we are not responsible for any loss or damage caused to you by any third party viewing or reading our mutual text correspondence.

Dispute Over Fees

Although occurring infrequently, should there arise a dispute concerning our fees, the dispute is governed by Section 137 of the Rules of the Chief Administrator of the Courts. These rules provide that you can require such disputes as are covered by the rules to be resolved through the arbitration process, i.e. you may demand that we arbitrate the dispute with you. There are forms and regulations within Section 137 describing your rights and I would be happy to provide copies to you at any time.

We appreciate the opportunity to serve the Village in this regard. Thank you.

Sincerely,



Matthew F. Fuller, Esq.
mfuller@meyerfuller.com

The foregoing is accepted by the Board of Trustees of the Village of Saranac Lake.

Dated: _____

By: _____

Title: _____