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December 23, 2025

Town of Mendon Supervisor  
16 West Main St.  
Honeoye Falls, NY 14472

**Re: Engagement Agreement for Planning Board Legal Counsel / Legal Services for the Town of Mendon**

Dear Supervisor:

I am very pleased to have the opportunity to be of continued service to the Town of Mendon (the "Town") Planning Board and I look forward to continuing to work with the team at the Town. I will continue to endeavor to provide high quality legal services in a responsive and efficient manner that best serves the Town's interests.

Key to a sound attorney-client relationship is a clear understanding of the terms and conditions upon which legal services will be provided. Thus, the purpose of this engagement agreement (sometimes referred to as an "engagement letter," and referred to herein as the "Engagement Agreement" or "Agreement") is to clarify and confirm these terms and conditions. Please excuse the formal nature of this Engagement Agreement – some of its substance is mandated by the Rules of Court.

A. Scope of Services

*Planning Board.* The Town has asked me to act as legal counsel for the Town of Mendon Planning Board (the "Board"). Such legal services include representation of the Board as it relates to applications before the Board, including attendance at the public meetings of such Board as needed, preparation for such meetings, conferences with the Board/Board Chair relating to legal issues anticipated at such meetings where needed, research and analysis of legal issues relevant to pending applications, and drafting/revising resolutions.

*Other Matters, Upon Mutual Agreement.* Moreover, upon our mutual agreement, for any specific matter that does not include representation of the Planning Board as set forth above, I may provide additional legal services to the Town for which the Town may need support, which may include, by way of example, conflict counsel, code drafting, etc. Such additional services would be provided upon request of the Town, and agreement by me, at the hourly fee set forth herein.

B. Representation

*Generally.* I, Donald A. Young, Esq. will be responsible for the representation. I will provide legal services on matters specifically referred to me and requested by the Town and which are within the Scope of Services, all in accordance with this Engagement Agreement. When questions or comments arise about services, billings, or other aspects of the representation, please do not hesitate to contact me directly. It is important that you are satisfied with my services and responsiveness. This engagement begins on January 1, 2026 and, unless terminated by either party, continues on a month-to-month basis through the end of the calendar year, but may be extended and/or continued on the terms set forth herein on a month-to-month basis for the fees detailed herein for so long as the Town and I agree to the same.

*Termination.* Should the Town decide that it no longer requires my services, for budgeting purposes or otherwise, it may terminate this representation at any time. To the extent permitted by rules of professional responsibility and the court, I may terminate representation under this monthly Engagement Agreement a) upon

30 days' notice, or b) at any time if you breach any material term of this Engagement Agreement, fail to cooperate or follow advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in my opinion, render my continuing representation unlawful, unethical, or otherwise inappropriate. If I elect to terminate representation, the Town will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve me of any further obligation to perform legal services. If this Engagement Agreement is not terminated at the end of a calendar month, a pro-rated portion of the monthly fee for the Planning Board will be due based upon the proportion of the number of days this Engagement Agreement was effective during the last month in which this Engagement Agreement was effective.

*No Continuing Duty.* Once this Agreement has terminated, my representation hereunder will be concluded. From that date forward, unless we have entered into a new agreement so specifying, I will have no duty to inform the Town of changes in the law that may affect the Town or any legal matters I previously handled on the Town's behalf. If, at a later date the Town would like me to advise the Town on any changes in the law or review any legal instruments or documents, the Town may contact me to request a new engagement.

*Technology.* In providing services I make use of technologies customary to the practice of law, including, e.g., email, word-processing software, secure cloud storage, legal research platforms, e-signature tools, and, where appropriate, artificial intelligence tools provided by reputable third-party vendors (e.g., Microsoft, Westlaw). Electronic data, including data of yours that is confidential, may be transmitted or stored using such technologies. In using these technologies, I maintain commercially reasonable administrative, technical, and physical safeguards designed to protect your confidential information, consistent with my professional obligations. The Town acknowledges that, notwithstanding such safeguards, use of such technologies carries inherent risks, and consents to my reasonable use of the technologies described above to facilitate representation.

### C. Responsibilities

In reliance upon information and guidance provided by the Town, and at the specific request of the Town, I will provide legal counsel and assistance to the Town in accordance with this Agreement, keep the Town informed of progress and developments, and respond to the Town's inquiries.

To enable me to effectively render these services, the Town agrees to cooperate fully with me in all respects, including to fully and accurately disclose to me all facts that may be relevant to the matters or that I may otherwise request, and to keep me apprised of developments relating to the matters.

To facilitate confidentiality, proper recordkeeping, and timely responses, substantive client communications should not be conducted via text message. Please do not send text messages concerning substantive legal matters, as text messages are not a secure or reliable method for legal communications. Substantive client communication may more effectively be made via phone call or email, for example. If you nonetheless do send a text message related to municipal business, please be aware that, pursuant to applicable records and disclosure laws, it is likely to be considered a public record and required to be retained by the Town pursuant to law.

During the course of this representation, I may express opinions or beliefs concerning a matter and the results that might likely be anticipated, based upon my experience. Any such statement is intended to be an expression of opinion only, based on information available at the time, and is not a promise or guarantee of any particular result.

*D. Fees, Disbursements, and Other Charges*

*Monthly Fee for Planning Board.* Fees for representation of the Planning Board will be the monthly amount of \$1,312.50. Services provided for this fee shall include representation of the Planning Board as described herein.

*Additional Services for Hourly Fee.* In addition, at the Towns specific request and upon my agreement to the same, I am available to provide additional legal services which do not include representation of the Planning Board (which Planning Board services are covered by the monthly fee above), including, for example, on matters including conflict counsel, code drafting, etc., all at the rate of \$235.00 per hour, billed in tenths of an hour.

The following matters will be billed separately from the above quoted services at the hourly rate of \$245.00, billed in tenths of an hour: Charge Back Matters, where legal fees are sought to be charged back to a land use applicant, which in the case of Planning Board representation is limited to addressing positive declarations and the process required thereafter as per the State Environmental Quality Review Act ("SEQR").

Any issues arising after a decision by the Planning Board (e.g., after approval by resolution) are not within the scope of this Agreement. This limitation includes enforcement or monitoring of conditions of approval. However, if requested and agreed to by me, I may perform post-approval services at the hourly rates specified in this section.

*Litigation / HR / Employment not within Scope.* Among other matters not listed as within the Scope of Services, for the purposes of clarity, the following are also not within the scope of this Engagement Agreement: litigation matters, including, for example, Article 78 Proceedings, tax certiorari, employment litigation (including complaints filed with administrative agencies [i.e., EEOC], preparing for litigation, investigations, Article 75 proceedings), employment/appointment matters, human resources matters, and investigations.

*Payment.* The Town will receive a statement of services at the end of each month by email invoicing the Town for the amount owed and detailing services rendered. Payment is expected within thirty days, however, should the Town anticipate any difficulties in timely payment, the Town should promptly contact me upon receipt of the billing statement so we can discuss potential accommodation. The Town should also be aware that failure to pay billing statements as rendered, or as modified by agreement, may result in withdrawal of representation.

*Expenses.* While I do not anticipate significant disbursements or out-of-pocket expenses, I must advise that in addition to legal fees, the Town will be responsible for payment for disbursements and out-of-pocket expenses, including, for example, filing fees, and, if necessary, any third-party consultants. Any significant disbursements or out-of-pocket expenses will be discussed with the Town beforehand.

Lastly, in accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions, these rules require me to advise the Town that if a dispute arises about these fees, the Town has 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 upon request.

*E. Client Confidentiality and Records/Files*

*Confidentiality.* As a general matter, information I receive from the Town is held in confidence and is not released to any outside individuals or organizations, except as agreed to by the Town, as set forth herein, or as required under applicable law or regulation. I am obligated to maintain the confidentiality of your confidential

information. I retain records relating to professional services provided so that I am better able to assist the Town with its professional needs and, in some cases, to comply with professional guidelines. In order to guard non-public personal information, I maintain physical and electronic safeguards to comply with professional standards.

*Records/Files.* At the conclusion of this representation, I will retain your client file for a period of seven years. I may store some or all client file materials in a digital format. Regarding digitizing such documents, any original paper documents provided by you will be returned to you unless otherwise agreed. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing prior to their destruction. After any or all paper documents are digitized, paper documents in the client file may be destroyed, subject to the exceptions noted above. At the expiration of the seven-year period, I may destroy all client file materials unless you notify me in writing that you wish to take possession of them.

F. Miscellaneous

*Review of Agreement:* You have a right to review this Agreement with other legal counsel prior to signing.

*Binding Agreement.* This Agreement represents the entire agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this agreement without the written consent of all of the parties thereto.

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If the Town understands this Engagement Agreement, finds that it accurately reflects the Town's understanding of the terms and conditions of my representation of the Town, and if the Town agrees to the same, please confirm the Town's acceptance and agreement by signing in the space provided below and promptly return it to me. Upon acceptance, these terms and conditions will apply retroactively to the date I first performed services the subject of this Engagement Agreement on the Town's behalf.

I am very pleased to have the opportunity to be of service and look forward to working with the Town to meet its legal needs.

Very truly yours,



Donald A. Young, Esq.

*I have read and understand this Agreement, and, on behalf of the Town, which has duly approved this agreement, agree to it.*

ACKNOWLEDGED AND AGREED TO:

Town of Mendon

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

By: Joe Atali

Title: Town of Mendon Supervisor