

**TRUMBULL HOUSING AUTHORITY**

Hedgehog Circle Trumbull, CT 06611

**SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF  
THE TRUMBULL HOUSING AUTHORITY**

DATE: February 11, 2013

TIME: 8:00 p.m.

LOCATION: Stern Village 200 Hedgehog Circle  
Trumbull, CT 06611 Community Hall

1. Roll Call & Pledge of Allegiance
2. Public Comment
3. Tenant's Association Report
4. Insurance
5. Executive Session – “Personnel Matters”
6. Retainer Agreement
7. Election Procedure for Tenant Commissioner
8. Old Business
9. New Business
10. Adjournment

**SAMPLE LETTER FOR NOTICE OF ELECTION FOR TENANT COMMISSIONER**

**FINAL FORM AND ELECTION DETAILS TO BE DECIDED**

Dear Tenant:

Please be advised that Tenant Commissioner Thelma Burr resigned effective December 27, 2012. On \_\_\_\_\_, 2013, the First Selectman of the Town of Trumbull appointed Joyce Meehan as a interim Tenant Commissioner pursuant to the Charter of the Town of Trumbull. On \_\_\_\_\_, 2013, the Trumbull Housing Authority received a petition from the tenant's of Stern Village to hold an election to fill the remaining term of Ms. Burr whose term would have ended on December 2, 2013 absent her resignation.

Pursuant to Connecticut General Statute § 8-41(c), the Trumbull Housing Authority will be holding an election for the appointment of a Tenant Commissioner to fill Ms. Burr's remaining term. The election will be held on \_\_\_\_\_, 2013 at \_\_\_ p.m in the Stern Village Community Room, 200 Hedgehog Circle, Trumbull, CT 06611. The Trumbull Housing Authority invites you to attend the election and cast your vote for the new Tenant Commissioner.

If you would like your name to appear on the election ballot on election day please contact the Executive Director of Stern Village at (203) \_\_\_\_ - \_\_\_\_\_ on or before \_\_\_\_\_, 2013. If you do not contact the Executive Director by \_\_\_\_\_, 2013 to request your name appear on the election ballot, you name may not appear on the election ballot. A list of all candidates whose names will appear on the election ballot will be posted on the wall adjacent to Executive Director's Office in the Community Room at Stern Village on \_\_\_\_\_, 2013.

We hope that you will attend the Tenant Commissioner election and cast your vote!

Sincerely,

## RETAINER AGREEMENT

CLIENT: Trumbull Housing Authority  
200 Hedgehog Circle  
Trumbull, CT 06611

DATE: February \_\_\_\_, 2013

FILE & MATTER NO: General Counsel for Trumbull Housing Authority

This Retainer Agreement sets forth the agreement between Owens, Schine & Nicola, P.C., and Trumbull Housing Authority concerning our representation of you as your General Counsel.

1. You have specifically retained Attorney Darin L. Callahan of Owens, Schine & Nicola, P.C. as your General Counsel. Attorney Callahan will be principally responsible for the legal services provided to you under this Retainer Agreement. We use a "team approach" with one lead attorney. As such, other professionals in this office will likely perform services on your matters other than Attorney Callahan. We will use our best judgment to determine the most economical use of our attorneys and staff personnel. Billed time includes all time spent on your matters, e.g. conferences; telephone calls; meetings; legal research; drafting of documents, correspondence, pleadings; negotiations; court time; and travel to and from locations away from our office. You are not billed for secretarial time, but there is a charge for the time of our legal assistants.

2. Our fees are based upon the amount of time we devote to your matters as General Counsel. You will receive an itemized bill on a regular periodic basis. **We will charge you:**

**\$160.00 per hour for all attorney time; and  
\$80.00 per hour for all paralegal time.**

Our billing rates may change. If our hourly rates change, you will be notified at least 30 days before the change takes effect. Time is billed by one-tenth of an hour, which is the minimum time charged for any service. Other personnel may be used and billed at different rates. The itemized billings will identify personnel and their rates. If you have questions in this regard, please ask us.

3. **WE DO NOT REPRESENT CLIENTS ON A FIXED FEE BASIS.** Any figures we quote you concerning the total costs of our services are merely estimates. Any numbers mentioned to you are mere estimates of possible ranges based on anticipated occurrences; they cannot be relied upon as an estimate of your total fee and cost exposure.

4. In addition, you will be responsible for all costs which we may incur on your behalf, e.g. filing fees, service of process fees, depositions, appraisals, witness fees and fees for accountants, counselors, and other costs.

5. You will receive a periodic bill from us, usually monthly, itemizing the time and costs charged to your account for that period. The itemization includes only brief references to our activity on your matters; we do not itemize all specific services rendered on a particular date. You must contact us in writing within 30 days of receipt of your periodic bill if you have a question or complaint regarding any charges on your statement. If we do not hear from you, we will assume that there are no questions or problems.

6. All balances on your account are due 25 days after the date of the statement. We have the right to terminate the representation if invoices are not timely paid. Interest at the legal rate is owing on unpaid balances, computed from the due date. The monthly billing statement we render must be paid in full. If you are unable to pay a particular statement in full, it is imperative that you contact us immediately upon receipt of the statement. In all events, a monthly payment on your account will be required. In the event an agreement is not reached or payment is not received when due, we retain the right to withdraw as counsel.

7. We also have the right, at our discretion, to withdraw as your General Counsel if you have misrepresented or failed to disclose material facts to us, if you fail to follow our advice or cooperate or for any other valid reason. Likewise, you may discharge us at any time for any reason. You will be required to pay your bill in full before we are obligated to turn over the file(s) and other information to you or substitute counsel.

8. You acknowledge that we have made no guarantees regarding the disposition of any of your matters. All our expressions relative to your matters are only our opinions.

9. Our representation does not include rendering tax advice to you. You must seek such advice from your accountant or other financial advisor.

10. Should we be required to bring suit or otherwise expend time trying to collect the amounts due us under this agreement, you agree to be responsible for our court and other costs and reasonable attorney's fees, including payment of our normal hourly rates if we represent ourselves.

11. This agreement contains all of the terms of our financial arrangements with you and can be modified by a written document signed by both parties.

12. You acknowledge receiving a duly executed duplicate original of this agreement.

13. Pursuant to firm policy, all client files will be automatically destroyed without notice six (6) years after the completion of the matter unless the firm receives a written request for the file from the client at least thirty (30) days prior to the scheduled destruction date. All requests for files must be addressed and forwarded to the firm's Administrator.

PLEASE NOTE: This is a legal, binding contract between you and us. Before signing it, please read it carefully and be sure you understand all of the contents.

OWENS, SCHINE & NICOLA, P.C.

By: \_\_\_\_\_

Darin L. Callahan

READ, APPROVED AND ACCEPTED:

By: \_\_\_\_\_

\_\_\_\_\_,  
Trumbull Housing Authority Commissioner  
Duly Authorized

\_\_\_\_\_  
Date

***Owens, Schine & Nicola, P.C.***

799 Silver Lane  
P.O. Box 753  
Trumbull, CT 06611

Ph:203-375-0600

Fax:203-375-5003

Town of Trumbull  
5866 Main Street  
Trumbull, CT 06611

February 7, 2013

**Attention:**

File #: 14010-04036

Inv #: 13095

**RE:** Housing Authority Issues

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>LAWYER</b>
Jan-11-13	Prepare for and attend meeting re: employment issues	1.30	DLC
	Telecom with G. Hanna. Review correspondence and perform legal research. Provide advice re: same.	2.20	DLC
	Draft email to A. Musto re: file transfer.	0.10	DLC
Jan-14-13	Draft advice to commission re: tenant commissioner appointment statutes; FOI; authority to issue checks. Attend meeting.	1.70	DLC
Jan-15-13	Meeting with Commissioners	0.80	DLC
Jan-16-13	Perform legal research re: personnel matters	3.00	DLC
Jan-17-13	Review correspondence. Perform legal research. Draft letter re: FOI request.	0.80	DLC
Jan-18-13	Reveiw statue re: tenant commissioners appointment	1.80	DLC
Jan-21-13	Continue reviewing statues. Perform legal research. Draft legal advice, re 8-41.	4.10	DLC
Jan-24-13	Reviewing and revising personnel agreement	2.80	DLC
Jan-29-13	Revisions to personnel agreement and telecoms with counsel. Prepare for an attend THA meeting.	4.20	DLC

Jan-30-13	Draft letter to commissioners. Telecom with H. Wise re: Meehan eviction. Review A. Musto correspondence re: same and file transfer.	1.20	DLC
Feb-04-13	Review correspondence from R. Friedson and draft advice re: tenant election.	0.70	DLC
Feb-05-13	Review correspondence from R. Friedson and draft advice re: executive director settlement agreement; agenda; tenant violation. Telecom with R. Friedson re: misc. matters.	0.10	DLC
Feb-06-13	Draft follow up advice to Commissioner Friedson re: tenant election	0.40	DLC
	Totals	25.20	\$4,032.00
	Courtesy per arrangement of parties	4,032.00	
	Total Fees After Discount	\$0.00	
	<b>Total Fee &amp; Disbursements</b>		<b>\$0.00</b>
	<b>Balance Now Due</b>		<b>\$0.00</b>

**TIMEKEEPER SUMMARY**

DLC	25.20	\$0.00
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