

LAW OFFICE OF
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-Of Counsel-
HENRY C. DECSI, JR., CPA

December 12, 2013

CONFIDENTIAL

Hon. Reginald Spinello and Honorable
Members of the City Council
City of Glen Cove
City Hall, 9 Glen Street
Glen Cove, New York 11542

Re: Special Counsel Services for Representation of the City of Glen
Cove Planning Board, Zoning Board of Appeals and other Related Matters

Dear Mayor Spinello and Honorable Members of the City Council:

Thank you for the opportunity to serve as Special Counsel to the Planning Board and Zoning Board of Appeals of the City of Glen Cove, and to provide special counsel services to the City and its boards, agencies, officers and departments in other related matters. I submit this Retainer Agreement to confirm the terms of our representation which is to commence on January 1, 2014.

This letter will serve as our Retainer Agreement (the "Agreement") and it sets forth the terms and conditions pursuant to which this firm will be providing services.

1. Services. The services to be rendered include the following:

a. Preparation for and attendance at all regular meetings and public hearings of the Planning Board and Zoning Board of Appeals (the "Boards");

b. Conferences, correspondence and meetings with City officials, staff and personnel, including the City's General Counsel, as necessary and appropriate, in connection with the regular meetings and hearings of the Boards;

c. Preparation of reports, documents, memoranda, resolutions and finding statements for the Boards;

d. Representation of the City, the Boards and their Members in any litigated matters, including Article 78 proceedings brought to review any action by the Boards and in any subsequent appeals;

- e. Attendance at special meetings or at hearings held by the Boards;
- f. Legal research in connection with the Services required by this Agreement;
- g. Representation of the Boards, the City and various other agencies, boards, officers, and departments of the City in other special assignments, as directed from time to time;
- h. All other related services, as necessary and appropriate, as directed by the officials and officers of the City.

2. No Representations Regarding Outcome of Matters or Proceedings. It is specifically acknowledged that we make no representations, express or implied, concerning the outcome of any matters or proceedings. You acknowledge that we have not guaranteed and cannot guarantee the success of any action taken by us in the performance of the services provided for by this Agreement.

3. Fees and Costs.

a. Monthly Fee. For the services described above, other than litigation and attendance at special meetings and hearings, we propose a monthly fee of \$2,750.00.

b. Hourly Fees. For litigated matters, including Article 78 Proceedings, we are to be paid legal fees based on the time spent at the rate of \$190.00 per hour. We charge for all time each attorney or legal assistant spends on any matter or proceeding, including time spent drafting documents, conducting legal research, conferring or engaging in telephone calls relating to the matter with you, other counsel, or other persons, attending meetings and conferences and preparing correspondence and memoranda. The hourly billing rates proposed are reduced rates for municipal representation.

c. Special Services. For all other special services in which our representation is requested, including special meetings and hearings, we propose the same hourly billing fees of \$190.00 per hour as described above for litigated matters.

d. The aforesaid fees shall be paid by the City to the extent that they are not payable to the Firm pursuant to the provisions of Sections 245-13 and 280-12 of the City Code, or other similar provisions as enacted from time to time, which fees are the responsibility of applicants to the Boards.

e. Costs. The City will be responsible for paying all costs and disbursements incurred in the performance of the Services including, without limitation, filing fees, costs of service of process, fees for expert witnesses, witness-subpoena fees, overnight delivery service charges, photocopy charges, postage, facsimile and telephone charges and other customary office disbursements.

f. Statements:

(i) Monthly Statements. We shall prepare and render to the City more or less on a monthly basis a statement of charges for services rendered which are not the responsibility of applicants to the Boards and costs advanced or incurred during the calendar month. Outstanding balances are due upon receipt of the invoice.

(ii) Interim Statements. We reserve the right to prepare and render interim statements when appropriate, reflecting all current costs and charges due, and such balances are likewise due upon receipt of an invoice.

4. Right to Arbitration. Under Part 137 of the New York Rules of Court, the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

5. Communications.

a. We will keep you informed as to the status of the Services covered by this Agreement, and will explain the laws applicable to your situation, the available courses of action, and the attendant risks. We will notify the City promptly of any development in all cases, including court appearances, meetings and hearings, and will be available for meetings and telephone conferences at mutually convenient times. If you have any questions with respect to charges shown on any bill, please immediately contact John M. Chase who will be responsible for addressing your inquiry.

b. Periodically, our firm distributes promotion materials which include listings of representative clients in a variety of industry and service groups. Accordingly, from time to time, we may refer in our materials to our representation of the City without disclosing confidential information.

6. Withdrawal or Discharge of Attorneys.

a. The City shall have the right to discharge the Firm at any time. In such case, the Firm shall be entitled to receive any and all moneys, on account of fees and/or costs per the terms and provisions hereof, up to and including the effective date of such discharge.

b. The firm shall have the right to withdraw from this representation, as described herein, if we believe it appropriate to do so, upon giving to the City reasonable notice and time to secure other legal counsel. Should the Firm withdraw, we shall be entitled to receive all fees and/or costs per this Agreement, up to and including the effective date of such withdrawal.

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7. Client's Rights. Enclosed is the Statement of Client's Rights for your review and information.

Once again, thank you for the confidence you have placed in my firm. We look forward to our service in the City.

Very truly yours,

CHASE, RATHKOPF & CHASE, LLP

By: _____
John M. Chase

AGREED AND ACCEPTED
, 2014

CITY OF GLEN COVE

By: _____
Hon. Reginald Spinello

cc: Charles McQuair, Esq.