



Phillips Lytle LLP

City of Glen Cove
City Hall
9 Glen Street
Glen Cove, New York 11542
Attn: Ralph V. Suozzi, Mayor

December 30, 2010

Re: Miscellaneous Environmental Matters

Ladies and Gentlemen:

It is the practice of this Firm to set forth the scope of any engagement in a letter. Although the rest of this letter may sound very formal, the Code of Professional Responsibility recommends that law firms issue retainer agreements for any representation that they undertake, and we believe that our clients prefer such a clear statement of their arrangements with the Firm.

This will confirm that you have retained us to represent the City of Glen Cove ("City") in connection with certain borrowings to be made by the City from the Environmental Facilities Corporation (collectively, "Projects"). We are pleased to accept that engagement.

We will charge you at our standard hourly billing rates, which are subject to revision in accordance with the Firm's standard policies. We agree to give you at least thirty (30) days notice before any such revisions shall be effective as to the City. Although other attorneys and/or paralegals may work on the Projects, the following are the principal attorneys we anticipate will be working on these matters and their 2011 billing rates:

Morgan G. Graham	\$385/hr.
Milan K. Tyler/Partner	\$450/hr.
Paul V. O'Brien/Special Counsel	\$390/hr.

ATTORNEYS AT LAW

05-398592.1

MILAN K. TYLER, PARTNER DIRECT 212 508 0439 MTYLER@PHILLIPSLYTTLE.COM

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Notwithstanding the foregoing, in recognition of the CDA's municipal status, we agree to afford you a ten (10%) percent discount on matters payable by the CDA (as opposed to being payable by third parties).

The disbursements in such matters can include, but are not limited to, the cost of photocopying, long distance telephone calls, travel, postage (other than first class letters), and the like. For your convenience and for expediency, we may advance funds for some of these disbursements. As to other disbursements, however, we may forward to you the bill or invoice when we receive it from the person providing the service and ask that you pay the invoice directly.

We must reserve the right to withdraw as your attorneys at any time after reasonable notice to you. By the same token, you, of course, have the option to turn this matter over to other counsel at any time. Should either you or we find it necessary to end our representation of you in this matter, it is agreed that you will pay promptly all amounts owing for legal services and disbursements at the time the representation is ended, plus any additional legal fees and disbursements resulting from ending our representation.

In the event a dispute arises regarding legal fees, you may have the right to resolve the dispute by means of arbitration pursuant to the New York State Fee Dispute Resolution Program. The nature and scope of your rights and instructions on how to initiate any such arbitration are set forth in a Notice of Client's Right to Arbitrate which must be provided prior to the commencement of any action to recover disputed fees. We would be pleased to provide additional information to you at any time regarding this program.

If the foregoing terms of our representation are agreeable, please sign and return the enclosed copy of this letter to me in the self-addressed stamped envelope that is enclosed for your convenience. If you have any questions concerning the contents of



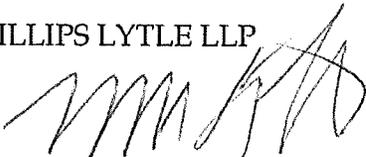
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this letter, or should any questions arise as this matter moves forward, please do not hesitate to contact me.

Very truly yours,

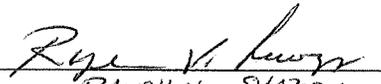
PHILLIPS LYTTLE LLP

By 

Milan K. Tyler

I have read the above letter, fully understand its contents, and verify that it is an accurate statement of the agreement and understanding between the Glen Cove Community Development Agency and Phillips Lytle LLP regarding the above matter.

GLEN COVE COMMUNITY DEVELOPMENT AGENCY

By: 

Name: RALPH V. SUZZESI

Title: MAYOR, CITY OF GLEN COVE