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March 21, 2016

VIA E-MAIL & FIRST CLASS MAIL

Charles G. McQuair, Esq.
City of Glen Cove, City Attorney
9 Glen Street, Lower Level
Glen Cove, New York 11542

**Re: City of Glen Cove, et. al., Respondents adv.
Roni Epstein and Marsha Silverman, Petitioners, Index #2016/000488
Article 78 Proceeding, Nassau County Supreme Court**

Dear Mr. McQuair,

Thank you for considering our firm to represent the City of Glen Cove, City of Glen Cove City Council, Planning Board of the City of Glen Cove, City of Glen Cove Industrial Development Agency, and the City of Glen Cove Community Development Agency (collectively referred to as the "City" or "City Agencies") in the above referenced litigation matter involving the proposed "Villa" development (the "Litigation"). This Retainer Agreement will reflect our understanding that, subject to the approval of the City Council, this firm will represent all of the City Agencies as special counsel in the Litigation.

1. **Services.** Our Services will include the following:
 - a. Investigation and analysis of the claims asserted in the Complaint and the Petition;
 - b. Preparation and filing of all appropriate pleadings, motions, memoranda of law, discovery demands and responses, stipulations, trial materials, and any and all other documents necessary to represent the City Agencies' interests in the Litigation;
 - c. Representation at conferences, arguments, depositions, discovery proceedings, hearings and trial, as necessary;

- d. Consultations, meetings, conferences and negotiations with opposing counsel, or counsel for other parties;
- e. Legal research, as necessary; and
- f. All other appropriate actions necessary to represent the City's interests in the Litigation.

2. **Services Not Included in Agreement.** This agreement does not cover our fees for services before appellate courts. In the event such services are necessary, it will be the subject of a separate retainer agreement.

3. **No Representations Regarding Outcome of the Litigation.** We have advised the City that litigation is inherently risky. The City acknowledges that we make no representations to the City, express or implied, concerning the outcome of the Litigation. The City further acknowledges that we have not guaranteed and cannot guarantee the success of any action taken by us on the City's behalf.

4. **Fees and Costs.**

a. **Hourly Fees.** Our fees are calculated based on the time spent on this matter, on an hourly fee basis. We charge for all time each attorney or legal assistant devotes to the Litigation. We agree to charge a single rate for all our attorneys' time on this matter as follows:

All Attorneys	–	\$190.00 per hour
Paralegal/Legal Assistants	–	\$85.00 per hour

From time to time, we review the firm's billing rates (usually annually). We reserve the right to make appropriate revisions to the above rates based on our periodic review, with the City's prior consent.

b. **Statements.**

i. **Monthly Statements.** We shall prepare and render to the City on a monthly basis a statement of charges for services rendered 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.

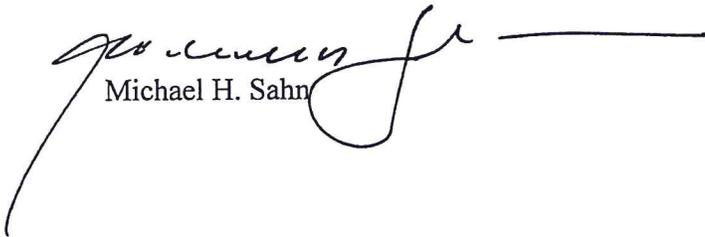
5. **Right to Arbitration.** Under Part 137 of the New York Rules of Court, the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

6. **Communications.** We will keep the City informed as to the status of the Litigation, and agree to explain the laws applicable to the Litigation, the available courses of action, and the attendant risks. We will notify the City promptly of any developments in the case, including court appearances, meetings and hearings and will be available for meetings and telephone conferences with you at mutually convenient times. The undersigned shall be the primary contact person for the Firm regarding this matter.

7. **Waiver of Conflict.** By accepting this engagement letter, the City fully understands and consents that our firm currently, and in the past, represents clients before various City Agencies and that our representation in of these cases shall not be deemed a conflict by undertaking this representation.

Once again, thank you for the confidence you have placed in our Firm. We look forward to representing the City in this matter.

Very truly yours,


Michael H. Sahn

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