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Town of Cicero
8236 Brewerton Road
Cicero, New York 13039

January 12, 2016

Law Firm Letter of Engagement Regarding Planning Board Retainer Agreement

To The Town of Cicero Town and Planning Board:

I am pleased to present this Letter of Engagement confirming our agreement as to the legal fees payable to Germain & Germain, LLP (the "Firm") pursuant to a certain Retainer established by the Town Board for legal services rendered to the Town of Cicero Planning Board (the "Planning Board"). This Letter of Engagement shall govern the period from January 1, 2016, through December 31, 2016.

Performance of Services. Neil Germain, Robert Germain, and John Marzocchi will have primary responsibility for the above referenced work, but other attorneys and non-legal personnel, such as law clerks and paralegals, may work on Planning Board matters from time to time. This will enable the Firm to provide the Planning Board with the best quality legal service. Any work performed by non-legal staff will be performed under the direct supervision of an attorney.

Termination of Engagement. Upon written notice to the Firm, the Town and/or the Planning Board may terminate the Firm's engagement at any time, with or without cause. The Firm will return all Planning Board papers and property immediately upon termination of engagement. The Firm will, however, retain the Firm's own files. The Firm files include, for example: the Firm's administrative records; time and expense reports; personnel and staffing materials; and lawyers' work papers such as drafts, notes, memoranda, research, etc. The Planning Board, or the Planning Board's new attorney, may arrange to make copies of all documents that are necessary to the Town's continued representation. The Firm will ask the Planning Board to pay the cost of copying. Termination of the Firm's services will not affect the Planning Board's responsibility to pay for legal services rendered and all costs incurred up to the date notice of termination is received, as well as for any work required by the Firm to

facilitate an orderly turnover of the matters in process at the time of termination.

The Firm may terminate this engagement for any of the reasons permitted under the New York Code of Professional Responsibility, including: the Planning Board's failure to promptly pay the Firm's bills; misrepresentations of (or failure to disclose) any material facts; action taken contrary to the Firm's advice; or any other conduct or situation that, in the Firm's judgment, impairs an effective attorney-client relationship between the Firm and the Planning Board or presents conflicts with our professional responsibilities. If required, our Firm will request a Stipulation executed by the Planning Board allowing the Firm to withdraw as attorney of record in any judicial, administrative, arbitration, mediation or similar proceedings. If necessary, the Firm may apply for a Court Order approving the withdrawal of appearance on the Planning Board's behalf.

Retention of Files. Because of the expense associated with storage, the Firm reserves the right, without further notice, to destroy all file documents seven (7) years after termination or completion of a matter.

Charges for Services. The Town of Cicero hereby agrees to pay the Firm a twelve (12) month retainer fee of Six Thousand Five Hundred Dollars (\$6,500.00), to be paid in monthly installments of Five Hundred Forty One and 66/100 Dollars (\$541.66), which shall assure the Firm's availability. The retainer shall apply to and include the following: attendance at Planning Board Meetings and other meetings as reasonable requested; consultation with Planning Board Members. The retainer does not cover legal fees in regard to individual applications to the Planning Board. These fees shall be paid by each individual applicant in accordance with the fee schedule established by the Town for each individual application.

Fee Dispute. In the event of a fee dispute, the Town may have the right to resolve the dispute via arbitration, as provided for by the New York State Fee Dispute Resolution Program, 22 NYCRR Part 137. If that occasion should arise, and the Town is eligible to request that the dispute be resolved via arbitration, the Firm will, as required by law, provide the Town with the Standard Instructions to Clients for the Resolution of Fee Disputes Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. If that circumstance exists, the Firm may not commence an action in court to collect any disputed fees until such notice has been provided.

Again, if the Town has any questions or desires any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly.

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After reviewing this letter, please execute one (1) copy where indicated below and return it to me for the Firm's files and retain one (1) copy for the Town's files.

We appreciate The Town's confidence in our firm and the opportunity to represent the Planning Board in these matters. I look forward to working with you.

Sincerely,

Neil Germain

Germain & Germain, LLP
Neil G. Germain

APPROVED AND AGREED: TOWN OF CICERO

By:

Mark Venesky
Mark Venesky, Supervisor
Town of Cicero

Dated: January 28, 2016