

KEANE & BEANE, P.C.

445 HAMILTON AVENUE
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May 5, 2006

Via E-mail: ardsleymayor@aol.com

Mayor Jay Leon
Mayor of Ardsley

Via E-mail: mayorelmsford@aol.com

Mayor Robert Williams
Mayor of Elmsford

Via E-mail: dflood@fragomen.com

Mayor Dennis Flood
Mayor of Irvington

Via E-mail: Josephrph@gmail.com

Mayor Joseph Bova
Mayor of Dobbs Ferry

Via E-mail: wkinnally@gibney.com

Mayor William L. Kinnally
Mayor of Hastings

Via E-mail: Drewskifix@aol.com

Mayor Drew Fixell
Mayor of Tarrytown

Re: Retainer Agreement Between Keane & Beane, P.C. and Resident Tax
Payers/Mayors

Dear Mayors:

Keane & Beane, P.C. would be pleased to represent each of you as a Village-resident/taxpayer and as the Village's mayor and thus, an elected representative of all Village-resident/taxpayers, with respect to proceedings involving whether the costs for acquisition, operation and maintenance incurred by the Town of Greenburgh (the "Town") in connection with certain parks should be imposed only upon the owners of real property outside of the six (6) villages within the Town of Greenburgh. Specifically, Keane & Beane, P.C. is being retained to intervene and represent you in Robert B. Bernstein v. Paul J. Feiner/Town of Greenburgh, Westchester County Index Number 6805/06 and any related proceedings.

The purpose of this Retainer Agreement is to confirm our retention and to set forth the terms of our engagement with respect to this matter. The nature of our relationship requires that

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you understand and agree to the financial commitments inherent in your representation by Keane & Beane, P.C. Herbert Rosenberg, Esq. has agreed to assist on a pro bono basis, and lend his expertise and knowledge in drafting documents.

Keane & Beane, P.C. attorneys – including several members and associates of the Firm – practice regularly in the area of municipal law and are well-suited to undertake the tasks associated with this representation. It is likely that one or two may assist me in this litigation. In consideration of the legal services rendered, Keane & Beane, P.C.'s legal fees will be based on the hourly rate of our various members and associates in effect when the services are performed. Keane & Beane, P.C. also charges for the time spent by paralegals. The current hourly rates for the partners, associates and paralegals in our firm are attached hereto. Our minimum billing increment is fifteen minutes or one-quarter hour. As discussed, notwithstanding this rate schedule, we are extending to you a flat \$225 per hour rate for each attorney. Any out-of-pocket expenses (also referred to as “disbursements”) we incur in representing you, such as filing fees, reproduction costs for documents, overnight mail charges, on-line research, telecopying, messenger fees, parking and other local travel expenses, long distance telephone calls and other such extraordinary fees or expenses are payable in addition to the legal fees.

Keane & Beane, P.C. sends monthly billing statements to our clients. Each monthly statement contains a detailed breakdown of the services performed during the month in question, which includes the dates on which each service was performed, and the attorney or paralegal who performed the work. It is our mutual expectation that you will pay each monthly billing statement within thirty (30) days after receipt. In the event a dispute arises between us relating to fees, you may have the right to seek arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. A copy of Part 137 will be provided upon your request.

You have the right, at any time, to terminate this engagement upon written notice to Keane & Beane, P.C. Immediately upon receipt of such written notice, Keane & Beane, P.C. will cease to render any additional services. Such termination shall not, however, relieve you of the obligation to pay fees due for services rendered and disbursements incurred prior to such termination. Should you elect to exercise its right of termination, and assuming that all fees for services rendered and disbursements incurred have been paid, Keane & Beane, P.C. will cooperate in arranging for the transfer of files and records to your new attorney.

Keane & Beane, P.C. may withdraw from the representation described herein with consent or for good cause. If a client fails to meet its obligations under a retainer agreement (including this one) and continues to fail to do so for thirty (30) or more days after written notice thereof from Keane & Beane, P.C., Keane & Beane, P.C. shall have the right to declare the engagement and the retainer agreement at an end and decline to represent the client further. Should Keane & Beane, P.C. elect to exercise said right, you agree to cooperate and free Keane & Beane, P.C. of any obligation to perform further services on behalf. In addition to noncompliance with this retainer agreement, good cause for Keane & Beane, P.C.'s withdrawal

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may also include a client's refusal to cooperate with Keane & Beane, P.C. or to follow Keane & Beane, P.C.'s advice on a material matter, or any circumstance which would render Keane & Beane, P.C.'s continuing representation unethical or unlawful. Upon such termination, all sums previously due to Keane & Beane, P.C. shall be paid in full.

I trust you will understand Keane & Beane, P.C.'s desire to clearly set forth the complete and entire terms of this engagement so as to avoid any future misunderstanding. If you find the foregoing to be acceptable, I ask that you signify consent to the terms of this agreement by executing this letter at the place indicated below and return an original executed copy of this letter to Keane & Beane, P.C. In addition, kindly e-mail your consent as soon as possible and we will begin work on your behalf. Please notify me promptly if any of the above is unclear.

It is expressly understood that Keane & Beane, P.C. does not guarantee or predict any result whatsoever in connection with this litigation. Further, this retainer agreement expressly excludes matters not specifically articulated as included herein. With respect to any such matters, Keane & Beane, P.C. will consult with you prior to undertaking any services with respect thereto and will reach a separate retainer agreement as to the services.

Keane & Beane, P.C. is not aware of any client representation that constitutes any conflict of interest as to its engagement of our services. If a conflict does arise or appear, Keane & Beane, P.C. will communicate with you about the conflict and its resolution.

As discussed with Herbert Rosenberg, Esq. it is my understanding each Village has authorized or will authorize in the near future the establishment of a legal fund for purposes of this litigation. We expect to look to this legal fund for the payment of our fees, rather than to the intervening mayors personally. Accordingly, we request that you send us a retainer check in the amount of \$5,000 along with the signed retainer. This retainer agreement will take effect when executed by you and returned to me with the retainer check. However, the effective date of this retainer agreement will be retroactive to the date Keane & Beane, P.C. first performed services for you. The date at the beginning of this letter is for reference only. Even if this retainer agreement does not take effect, you will be obligated to pay Keane & Beane, P.C. for the reasonable value of any services Keane & Beane, P.C. may have rendered.

In addition, I have enclosed a draft Resolution for adoption by your respective Board of Trustees, confirming our retention in accordance with the terms outlined above.

If you have any questions, please call me. For further information regarding our firm you may wish to visit our website at www.kblaw.com. I appreciate the confidence you have placed in Keane & Beane, P.C. and thank you for asking Keane & Beane, P.C. to represent you in this matter.

KEANE & BEANE, P. C.

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KEANE & BEANE, P.C.

By: 
Richard L. O'Rourke

RLO/cp
Enclosure(s)

cc Barbara S. Durkin, Office Manager

I have read and understood the foregoing terms and agree to them, as of the date Keane & Beane, P.C. first provided services.

By: _____

Title: _____

Date: _____

KEANE & BEANE, P. C.

May 5, 2006
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By:

Title:

Date:

REDACTED
SIGNATURE

