



Block, Longo, LaMarca  
& Brzezinski, P.C.

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CLARENCE OFFICE:

JEFFERY D. PALUMBO, ESQ., SPECIAL COUNSEL  
CHRISTOPHER A. CARDILLO, ESQ., SPECIAL COUNSEL  
JENNIFER A. HURLEY, ESQ., SPECIAL COUNSEL  
TRACY A. MURRAY, PARALEGAL

July 20, 2023

*Via email only (robert.restaino@niagarafalls.ny.gov)*

The Honorable Robert Restaino  
Niagara Falls Mayor  
745 Main Street  
P.O. Box 69  
Niagara Falls, New York 14302

***Re: Engagement of Block, Longo, LaMarca & Brzezinski, P.C. (the "Firm" or "we") by the City of Niagara Falls to represent the Niagara Falls City Council ("Client" or "you")***

Dear Mayor Restaino:

Thank you for engaging the Firm to represent the Niagara Falls City Council in the following matter ("Matter"): ***Eminent Domain and associated settlement proposals***. The Firm is pleased to undertake this representation.

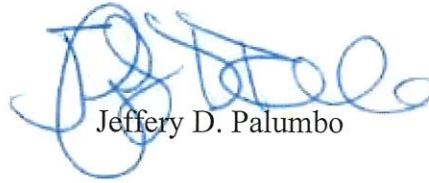
As a matter of Firm policy, it is necessary we provide you with this engagement letter to set out the specific terms of our representation. These terms consist of the terms set forth in this letter and in the Standard Terms of Engagement for Legal Services ("Standard Terms") attached hereto (collectively, the "Engagement Letter"). Please be aware that we are not to be considered to be your attorneys on the Matter until this Engagement Letter has been signed and returned by you, so please respond promptly. You should not sign this Engagement Letter if you do not understand the terms of the representation or if they are unacceptable.

If the terms of this Engagement Letter meet with your approval, please so indicate by signing and returning to me by e-mail, facsimile or U.S. Mail. Please note the Firm's representation of your interests in this matter is subject to a \$6,000 retainer fee.

The Honorable Robert Restaino  
July 20, 2023  
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We look forward to working with you.

Very truly yours,



Jeffery D. Palumbo

JDP/bae

cc (*email only*): [christopher.mazur@niagarafalls.ny.gov](mailto:christopher.mazur@niagarafalls.ny.gov)

***AGREED TO AND ACCEPTED:***

By: \_\_\_\_\_

Dated: \_\_\_\_\_



Block, Longo, LaMarca  
& Brzezinski, P.C.  
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**Standard Terms of Engagement for Legal Services**  
**(“Standard Terms”)**

**Introduction**

This Standard Terms of Engagement for Legal Services contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter (the “Letter”) to which this Standard Terms of Engagement is attached (collectively, the “Engagement Letter”). Therefore, we ask that you review this document carefully and contact us promptly if you have any questions.

1. **Parties.** This Standard Terms of Engagement states the terms under which Block, Longo, LaMarca & Brzezinski, P.C. (“Firm”, “BLLB” or “we”) shall provide and the client identified in the Letter (“Client”) shall pay for legal services. If Client is a corporation, partnership, or limited liability company, BLLB represents only that entity and does not represent its shareholders, officer, directors, partners, members, managers, or employees. If Client is an individual, BLLB represents only that individual and not that individual’s spouse or other family members, any entities in which the individual owns an interest nor any other owners of any such entities.
2. **Scope of Services.** BLLB shall provide legal services to Client in connection with the Matter described in the Letter. Legal services not required for the Matter as described therein will not be provided unless Client requests such services and BLLB agrees, in writing, to provide them.
3. **Primary Attorney.** Jeffery D. Palumbo, Esq. will be the attorney at BLLB who has primary responsibility for work on the Matter (the “Primary Attorney”). The Primary Attorney may be reached at the following contact information: Jeffery D. Palumbo - telephone (716) 716-317-0667, e-mail [jpalumbo@blockandlongo.com](mailto:jpalumbo@blockandlongo.com). The paralegal for the Primary Attorney is Tracy A. Murray who may be reached at the following contact information: telephone (716) 317-0671, e-mail [tmurray@blockandlongo.com](mailto:tmurray@blockandlongo.com). The Primary Attorney may use other BLLB attorneys and non-attorney staff (such as paralegals) to do work on the Matter. Client has the right, exercisable at any time, to require a change in the Primary Attorney and other attorneys and staff working on the Matter. BLLB also reserves the right to make changes to such personnel at any time.
4. **Client Confidentiality.** BLLB will protect client confidences and secrets as required by law. Please use special care when communicating with BLLB via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-client privilege.
5. **Conflicts of Interest.** “Client’s “Affiliates””. In this engagement, BLLB represents only the person or entity that is identified as the “Client” in this Letter. “Client” does not include any “affiliates” of Client (*i.e.*, if Client is a corporation, limited liability company, or partnership, “affiliate” means any parent, subsidiary, employee, officer, director, shareholder, member or partner of the corporation, limited liability company, or partnership; or, if Client is a trade association, “affiliate” includes any member of the trade

association). Accordingly, for conflict of interest purposes, Client agrees that BLLB may represent another client with interests adverse to any such affiliate, without obtaining Client's consent. Client further agrees that Client will not seek to disqualify BLLB from representing another client in a matter where such client is adverse to Client's affiliate. Upon BLLB's request, Client will use its best efforts to arrange it so that none of Client's affiliates will seek to disqualify BLLB from representing another client in any such matter.

6. **Fees.** The fees BLLB will charge for its services will be based on the amount of time spent by its attorneys and paralegals on the Matter. Time is charged in units of tenths of an hour. The fee will be the time spent by attorneys and paralegals multiplied by their hourly billing rate in effect when the work is done. The hourly billing rates are subject to change at the beginning of each calendar year. The current hourly rate of Jeffery D. Palumbo is \$350.00. The current hourly rate for Tracy A. Murray is \$250.00.
7. **Expenses.** In addition to the fees described above, BLLB will charge Client for expenses it incurs that are related to the Matter. Examples of such expenses are filing fees, transcripts of court and other proceedings, postage, subpoenas, expert witness fees, travel expenses, mileage, judgment and lien searches, computerized legal research and the like. Expenses may either be incurred/paid by BLLB and billed to the Client, the bill for the expense may be submitted to Client for payment directly to the billing party, or BLLB may assist Client in setting up a billing relationship between the third-party vendor and Client so Client can pay the charges directly.
8. **Fee Estimates and No Guarantee of Outcome.** We may provide Client with an estimate or a proposed budget for the fees and expenses that are expected to be incurred for this engagement. Although we make every effort to be accurate in providing estimates and budgets, Client agrees that these projections and budgets are estimates only and that circumstances beyond our control may result in fees and expenses being larger than projected. Similarly, although we may be asked to comment on or predate the expected outcome of the matter, we are unable to guarantee any result for this engagement. Client agrees that such projections are just that, predictions.
9. **Retainer Account.** At the start of this engagement, Client shall deposit the amount of \$6,000 to be maintained by BLLB until the conclusion of the Matter. Client agrees that the retainer may be applied by BLLB against outstanding invoices.
10. **Billing and Payment.** Our normal practice is to send Client a monthly bill for fees and expenses for the prior month, although that practice may vary. Payment is due on receipt of the bill. In the event of a fee dispute, Client may have a right to seek arbitration; we will provide Client with the necessary information regarding arbitration in the event of a fee dispute, or upon Client's request.
11. **Records Retention.** We will endeavor to return original documents and records to you at the termination of the engagement. Records are kept for at least seven years. Please inquire of your attorney as to the specific time period that records of your engagement will be retained. Following the expiration of the retention period, records are destroyed by confidential means.

12. **Attorney-Client Relationship.** We are very proud of our client relationships, and occasionally identify clients to others who ask about our client base, or in institutional materials. Unless you object in writing, we assume that you agree that we may state that we represent you in such matters as we deem appropriate, although of course we would not publish or disseminate any confidential information.
13. **Termination.**
  - a. **By Client** - Client may terminate this engagement at any time for any reason by notifying BLLB in writing. Client will be responsible for outstanding invoices, unbilled fees and expenses incurred before termination and fees and expenses in connection with an orderly transition of the Matter.
  - b. **By BLLB** - We may terminate this engagement at any time for any reason, including Client's failure to pay BLLB's fees and expenses; provided, however, that BLLB's right to terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.
  - c. **On Completion of the Matter** - BLLB's representation of Client on this Matter shall terminate automatically when the Matter is complete. The relationship of attorney-client between BLLB and Client thereafter shall continue only if Client has engaged BLLB on other matters or once again engages BLLB on this Matter.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between BLLB and Client as to the Matter and, except as otherwise provided herein, may be changed only by a written document signed by both parties.
15. **Governing Law.** Any dispute arising under this Agreement shall be governed by the laws of the State of New York. Client consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of Erie to resolve any such disputes.