

LITTLE MEDEIROS KINDER
BULMAN & WHITNEY PC

July 28, 2010

Jean Ann Guliano
Chair
East Greenwich School Committee
111 Pcirce Street
East Greenwich, RI 02818

Re: Engagement of Legal Services

Dear Ms. Guliano:

This letter will confirm that the Town of East Greenwich School Committee (hereafter the "School Committee" or the "Committee") has engaged my services, and that of our firm, in connection with the dispute with the abutters of the new Middle School project regarding their claims that the construction activities have caused/are causing physical damage to their homes. As we agreed, I conducted a preliminary assessment of this dispute, and reported to the School Committee sitting in Executive Session on my findings at a meeting held at the Town Hall on Tuesday, July 13, 2010. My views on the matter are pretty well summed up in the Press Release which I drafted for issuance by the School Committee, and which with some editing the School Committee released for publication shortly after that meeting.

Importantly, I understand and acknowledge that this engagement may be short term and that, their schedules permitting, the School Committee may choose at some point to transition this matter to its regular legal counsel, Oliverio & Marcaccio.

As with my representation of the School Committee on the High School Fields project, I have agreed to bill for my services on this matter at the reduced hourly rate of \$275/hour, and our engagement shall be subject to the same Terms of Engagement. Our engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. Where appropriate and to control costs, I may enlist the assistance of one or more of our associate attorneys, whose rates range from \$225-\$250/hour. We will also bill for our disbursements. We bill monthly, and our invoices are fully formatted and show what legal professional performed what work, on what day, for how long, and at what charge. Our bills are payable on receipt.

Attorneys

Christopher H. Little *
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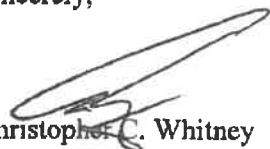
It is difficult to estimate how many hours this representation will involve. I would not anticipate that it will involve more than 10 – 20 hours per month in the coming months to monitor and to weigh in occasionally as required – e.g., to respond to letters from the abutters' counsel as I recently did, to respond to inquiries from the press, or to meet with and update the School Committee on the status of the dispute. That of course will change if in fact the abutters take legal action. Should they do so I will be happy to provide a litigation strategy and budget to the School Committee for its consideration at that time.

Given the urgency of this matter when the abutters threatened last month to go to court to stop this project, and as you know, I did not wait for the execution of this engagement letter or a formal vote of the School Committee approving this engagement before commencing my preliminary assessment last month. This will confirm our agreement that I shall nonetheless be paid for such services.

Finally, this will also confirm that, by signing below, you are representing that you have authority to sign on behalf of the School Committee and to bind the Committee to these terms of engagement.

In closing, I look forward to working you, Ray, and the other members of the School Committee, to keep this dispute from disrupting the timely and proper construction of this important project.

Sincerely,


Christopher C. Whitney
Enclosure

AGREED TO:

Town of East Greenwich School Committee

By: Jean Ann Guliano
Title: Chairperson
Date: _____

LITTLE MEDEIROS KINDER BULMAN & WHITNEY, P.C.

TERMS OF ENGAGEMENT

We appreciate your decision to retain Little Medeiros Kinder Bulman & Whitney, P.C. as your legal counsel. Our initial engagement is limited to the matter(s) identified in the engagement letter that accompanies this attachment. The following summarizes our billing practices and certain other terms that will apply to our initial and any future engagement.

1. **MONTHLY BILLING.** We will bill monthly throughout the engagement for a particular matter, absent an express agreement to the contrary, and our statements are due within 30 days from the date they were rendered. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally responsible for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee was charged.

2. **DELINQUENCIES.** In the event that a statement is not fully paid within 60 days from the date it was rendered, we will have the discretion to determine whether our withdrawal from this matter is appropriate under the circumstances. Any statement that is not fully paid within 60 days is subject to interest at the rate of eight percent per annum from the date the statement is rendered until it is paid. By retaining us under these terms, you agree that we are entitled to attorneys' fees and costs, if collection activities are necessary. You also agree that non-payment of statements shall entitle us to stop work and withdraw from your representation in any court or administrative proceedings and you agree not to contest any such withdrawal.

3. **RETAINERS AND ESTIMATES.** When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. The firm generally requires a retainer in an amount which is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation. Any unearned portion of the retainer will be returned to you.

4. **INQUIRIES AND BILLING FORMATS.** We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire.

5. **DELEGATION AND PERIODIC CHANGES IN RATES.** In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. When selecting lawyers to perform services for a client, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands and other factors influencing the professional responsibility required for each matter. Of course, our internal allocation of values for lawyer times changes periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation. We record and bill our time in one-tenth hour (six minute) increments.

6. **EXPENSES.** In addition to legal fees, our statements include out-of-pocket expenses that we have advanced on your behalf and other charges (which may exceed direct costs) for certain support activities. Little Medeiros Kinder Bulman & Whitney reserves the right to submit expenditures to you for direct payment to the service provider. Advanced costs generally will include such items as travel expenses, filing, recording, certification and registration fees charged by governmental bodies. Our charges typically include overnight courier services, postage in excess of normal first class letter rates, computer research and charges for photocopying materials sent to you or third parties or required for our use. Unless otherwise specifically agreed, you agree to pay us for photocopying at the rate of \$.10 per page.

7. **THIRD PARTIES SUCH AS EXPERTS AND COURT REPORTERS.** During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these costs.

8. **SCOPE OF OUR DUTIES.** We will provide the legal services generally described in the engagement letter that accompanies this attachment. You will provide us with such factual information and materials as we require to perform the services identified in the engagement letter, and will make such business or technical decisions and determinations as are appropriate. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing, unless otherwise specified in the letter. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

9. **ETHICAL MATTERS.** Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and its lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our

representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or similar legal entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions. In those cases, our professional responsibilities are owed to the entity. Of course, we can also represent individual executives, shareholders, partners and other persons related to the entity in matters that do not conflict with the interests of the entity.

During the term of this engagement, our primary obligation and goal is to meet the legal needs of you - our valued client. Consequently, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client. You agree, however, that you will be reasonable in evaluating such circumstances and that you will give your consent if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you, (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to withhold consent to our representation of another client whose interests are adverse to yours. You will retain the right, of course, to contest in good faith our representation that the criteria have been met, in which event we would have the burden of supporting our representations to you.

10. **TERMINATION OF SERVICE.** Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either party subject to ethical restraints and the payment of all fees and costs. In the unusual event that a court of competent jurisdiction refuses to permit Little Medeiros Kinder Bulman & Whitney to withdraw upon termination, you remain responsible for fees and costs.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

PRIVACY POLICY

Under a recently adopted federal law, attorneys in some circumstances may be required to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of client confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy and the confidentiality of your information.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as agreed to by you, or as required under applicable law.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

This notice requirement only applies to nonpublic personal information about individuals who obtain financial products or services primarily for personal, family, or household purposes, and does not apply to information about companies or individuals who obtain such products or services for business, commercial, or agricultural purposes.