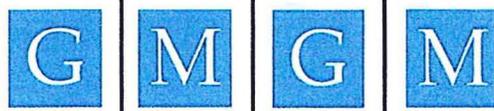


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January 28, 2014

Timothy Tomlinson, Esq.
York Dolan & Tomlinson PC
42850 Garfield Rd Ste 101
Clinton Township, MI 48038

RE: Retention of Gasiorek, Morgan, Greco & McCauley, P.C. ("GMGM") by the City of Roseville ("Community")

Dear Tim,

Pursuant to our telephone conversations and/or email exchange regarding the above referred to matter, this will confirm that your community has requested that I take over the representation of their interests.

The purpose of this letter is to set forth the terms of my representation. The purpose of the Community's retention of GMGM is to allow for the substitution of counsel as Mr. Charles Dunn, formerly of Giarmarco, Mullins & Horton, P.C., who had represented the Community, has left that firm and taken another position which no longer allows for his representation of the Community. The scope of the representation being transferred to GMGM is as follows:

- (1) The Headlee Amendment Stormwater Permit litigation now pending on Application for Leave in the Michigan Supreme Court, Case No. 147924-147929.
- (2) Administrative contested case as to Phase II Permit now pending (but presently stayed) before Administrative Law Judge Lacasse.

As I previously advised you, I have been representing nine (9) other cities and townships in these matters since 2008 and will continue to do so. In addition, Wayne and Oakland Counties and several other communities also having previously been represented by Mr. Dunn, have agreed to transfer representation in the above-referenced matters to GMGM. As all of these counties, cities and townships have a common interest in enforcing compliance with the Headlee Amendment related to these NPDES Stormwater Permits and challenges to terms and conditions of the permits themselves, I am of the opinion that no conflict of interest exists. Moreover, by expanding the number of clients being



represented by GMGM, the Community's allocated share of professional fees and costs for legal services, as discussed below, will be smaller than it has been paying to date.

In consideration for the performance of these legal services by me to the Community, the Community will pay GMGM at the rate of Two Hundred (\$200.00) Dollars per hour, subject to the allocation set forth below. From time to time, my Senior Associate, Chris Hogg, will be involved in research and ancillary services and his time will be charged at One Hundred Seventy-Five (\$175.00) Dollars per hour. GMGM will bill the Community monthly with a detailed, itemized statement for all hours worked and expenses incurred in that period. I assume our statements for professional services should be sent to your attention. In addition, the Community shall reimburse GMGM upon request for all out-of-pocket expenses, such as photocopying, postage and mileage at the approved IRS rate, incurred by GMGM on behalf of the Community. Travel time will be charged at one-half (1/2) the applicable hourly rate. If you have a question about any bill or about the services performed, you should call me when you receive the statement and I would be pleased to discuss it with you. We would appreciate the bill being paid within thirty (30) days of its date, if possible.

Consistent with Mr. Dunn's approach to billing multiple clients, I shall allocate or blend the fees and expenses of each statement for legal services. I understand that Mr. Dunn allocated forty (40%) percent of the total of his statements to each of his two counties (20% each to Oakland and Wayne) with the balance of sixty (60%) percent being shared equally by each of his ten (10) non-county communities. I proposed to allocate thirty (30%) percent of the total of my statements for legal services to be shared equally by Oakland and Wayne (15% each) and the balance of seventy (70%) percent to be shared equally by each of the non-county communities I represent including the nine (9) I have been representing and others who were previously represented by Mr. Dunn and who agree to transfer that representation to GMGM. An example of the fee allocation is as follows. If my nine (9) current clients were to divide the remaining seventy (70%) percent of the bill, each would pay roughly 7.77%. If, in addition to those 9 communities, another five (5) communities formerly represented by Mr. Dunn transfer the representation to GMGM (four of which have already committed), each community's share would be five (5%) percent of the total bill. If all ten (10) of the former Dunn clients were to transfer, each community's share would be roughly 3.68%. I will advise you of the final percentage allocation for your community and when it will become effective. In any event, your percentage share will be less than you are currently paying. An appropriate substitution of counsel will be filed in all required forums.



If at any time the Community wants to terminate GMGM's services, the Community must notify GMGM in writing. The Community will be obligated to pay for all legal services performed and costs incurred prior to termination. Likewise, if at any time GMGM finds that it is unable to continue representing the Community, GMGM will notify the Community, in writing. As soon as possible after such termination, a final bill will be prepared and sent.

All actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement, or the transactions resulting from this Agreement, shall be litigated only in courts located within Oakland County, Michigan. However, appeals from any such trial court may be taken to the appropriate courts notwithstanding the preceding sentence.

Upon written request, the Community shall have the opportunity to review and obtain copies of certain material within the GMGM client file regarding our representation of the Community. GMGM has the right to reserve and retain its work product generated during its representation, including, but not limited to, briefs, memoranda, opinions, and correspondence. This Agreement authorizes GMGM at the close of its representation to destroy or otherwise dispose of the file without further notice. Such destruction or disposition would be done in a manner that preserves the confidentiality of the contents and the Community's representation by GMGM.

GMGM shall devote its best professional efforts to the business of the Community. We will take such action as is deemed appropriate under the circumstances and will keep you informed of the progress of such actions as are taken on the Community's behalf. Any expression by us concerning the outcome of any matter represents our opinion but is not a warranty or guarantee as to that outcome. GMGM shall accept no representation contrary to the interests of the Community, and will bring to the Community's attention any potential conflicts of interest which may arise.

GMGM, in the performance of the duties required of it hereunder, shall not discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin or ancestry, nor because of age, sex or marital status, except where based on bona fide occupational qualification.

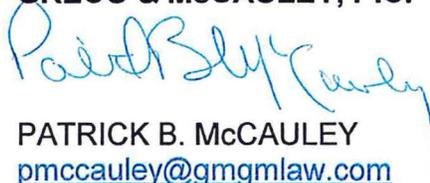
Should you have any questions as to this proposed retainer letter agreement, I would be pleased to respond.



We look forward to providing these legal services to the Community in a timely, professional, thorough, efficient and cost-effective manner.

Very truly yours,

**GASIOREK, MORGAN,
GRECO & McCAULEY, P.C.**



PATRICK B. McCAULEY
pmccauley@gmgmlaw.com

PBM:kc

ACKNOWLEDGED, ACCEPTED AND AGREED
this _____ day of _____, 2014

CITY OF ROSEVILLE

By: _____

Its: _____