



JOHN A. MANCUSO
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June 26, 2026

VIA ELECTRONIC MAIL

Deputy Supervisor Joseph Wetmore
c/o Town Supervisor Ruth Groff
Town of Lansing
29 Auburn Road
Lansing, New York 14882

Re: Letter of Engagement – Baker v Wetmore

Dear Supervisor Groff:

We are pleased to confirm the terms of Mancuso Brightman PLLC's (the "Firm") representation of Joseph Wetmore ("you" or the "Client") in connection with the defendant of the Client in the matter of *Baker v Wetmore*, CV-26-1050 (the "Matter"). Thank you for the opportunity to assist you and the Town with respect to the Matter. If you desire legal counsel on an issue outside the scope of the Matter, the Firm may agree to represent you, provided you execute a separate agreement, which may be communicated by email.

Billing Arrangement. We have found that setting forth the basic terms of our engagement at the outset of our representation benefits us both. The Firm's billings to you for our services will be based on the time that we devote to it. I will be the responsible attorney on the Matter, but you are engaging the Firm as a whole and not any individual attorney. The hourly rates for the Matter will be \$395 an hour for members; \$325 an hour for associates; and \$105 an hour for paralegals. As discussed, the Town of Lansing (the "Town") has agreed to pay the statements for services rendered on behalf of the Client. We will send statements to the Town on a monthly basis. Bills are due within 30 days of issue; late payments may be charged 2% interest. Prompt payment is greatly appreciated. It is our general practice to review and, potentially, increase our hourly rate(s) annually during the fourth quarter of each year effective for all time logged and billed the following calendar year (after January 1). We will advise you of our new rate(s) before its effective date. While we will make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, the Client may have the right to arbitrate that dispute pursuant to 22 NYCRR Part 137.

Expenses and Disbursements. Regardless of the billing arrangement, all disbursements or "out of pocket" expenses incurred by the Firm on the Client's behalf will remain the responsibility of the Town. Bills for such disbursements will be addressed to the Town for payment or billed to the Town with the Firm's invoice, and will include any costs, fees and/or disbursements (*i.e.*, filing fees, publication fees, copying charges, fax charges, postage, messenger/process services, mileage, long distance telephone charges, legal online research, etc., including reasonable administrative

fees) advanced by the Firm and/or which are due to be paid on the account. Such expenses may be incurred in the normal course without advance approval from the Town. Mileage will be charged at the IRS mileage rate effective for each calendar year in which they are incurred. With the Town's prior permission, we may engage the services of third-party experts (including, for instance, appraiser/appraisal firm, surveyor and/or title abstract company) that may assist with the Matter.

Billing Cycle. Upon signing this document, the Town agrees that the Firm's invoices will be sent to the Town on a monthly basis either by mail or electronically via the email address you have provided. If the Town fails to make payment of fees or disbursements as provided in this letter, consistent with our obligations under the Rules of Professional Conduct, we may discontinue our representation of the Client or take other appropriate action.

Client Communication. During the course of this engagement, we expect each of us will communicate and/or otherwise make documents available electronically, including through email and/or the use of cloud computing. Unless otherwise directed, the Firm will use unencrypted email as the primary means of communication. While the use of technology involves some risk that third parties may access confidential communications, we believe, and understand that you agree, that the benefits of using this technology outweigh the risk of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you will advise us. You should make sure that any computer or device you use in communicating with us is password protected and not accessible for use by any third party, as that could impact the attorney-client privilege.

Conclusion/Termination of Engagement. Either of us may terminate this relationship at any time for any reason, subject on our part to our obligations to the Client under the Rules of Professional Conduct. Either during or at the conclusion of our representation of the Client, at the Client's request and provided outstanding fees, disbursements and other costs have been paid, we will return the Client its papers and property in the Firm's possession. If the Client does not make a request within 90 days, we retain the right, at the Firm's discretion, to destroy or dispose of these internal materials following the end of our representation of the Client. We will maintain client materials of significance for a period of seven years following the end of our representation of the Client. Thereafter, we may destroy them without further notice to the Client. Our internal records and documents related to this representation will be retained solely by the Firm. These internal materials include administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc. prepared for internal use), as well as paper files and information in other storage media (including voicemail, email and other electronic files). Unless terminated earlier, our representation of the Client will terminate upon our sending a final statement for services rendered in the Matter.

Potential Conflicts; Client Cooperation. Conflicts of interest will be addressed as required by the Rules of Professional Conduct. Our representation extends solely to Client and not to its constituents (including its officers, directors, shareholders, or employees) or to any affiliated or related entities, or their constituents. The Client understands that it should not provide confidential information regarding any affiliated or related entity during the course of this representation (and doing so will not make the affiliate or related entity a client). The Client acknowledges and

agrees that our representation of it in this matter will not give rise to a conflict of interest in the event of our representation of another client in a matter adverse to any affiliated or related entity or any constituent. The Client agrees to cooperate fully with the Firm and provide promptly all information known or available to the Client relevant to our representation. Such cooperation is essential, as the Firm will, of necessity, be relying on the completeness and accuracy of the information the Client provides to the Firm when performing services on the Client's behalf.

If the terms of this engagement agreement, including the aforementioned fee arrangement, are acceptable to the Client and the Town, please sign where indicated below and return a signed engagement letter to me via email. Upon receipt of a signed copy of this agreement, our representation of the Client will begin.

We appreciate the opportunity to be of service to you and look forward to working with you. If there are any questions about this letter, or about any aspect of our proposed representation and arrangement, please do not hesitate to contact me.

Sincerely,

MANCUSO BRIGHTMAN PLLC



John A. Mancuso

ACCEPTED: By signing below, the Client (as defined above) and the Town (with respect to the payment of the Firm's invoices) accepts the terms of this letter engagement.

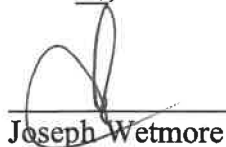
June 29, 2026

TOWN OF LANSING



By: Town Supervisor Ruth Groff

June 29, 2026



Joseph Wetmore