



Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

April 15, 2025

Ms. Ruth Groff
Town Supervisor
Town of Lansing Town Hall
29 Auburn Road
Lansing, New York 14882

Re: Engagement of Services

Dear Supervisor Groff:

We are pleased that you have given us the opportunity to serve as counsel for the Town of Lansing (the "Town").

This letter will confirm the Town's engagement of Harter Secrest & Emery LLP ("HSE"), effective April 15, 2025, in accordance with the terms of this letter and the enclosed Statement Regarding Terms and Conditions of Engagement.

1. **Client:** the Town of Lansing will be our client in these matters:

- ORES Application (engagement and representation in the ORES permitting process for the Silverline Energy Center); and *Cayuga Solar Project*
- "Non-Reimbursable" in connection therewith (negotiation and documentation of a host community benefit agreement and/or PILOT and other ancillary agreements)

2. **Scope of Services:** The scope of our engagement and duties to the Town shall relate solely to assisting with legal matters related to the Cayuga Solar Project, including, but not limited to, assisting the Town with the ORES permitting process and negotiating related plans and agreements, including any host community agreement, payment in lieu of taxes, and road use agreement as appropriate. In the event the Town requests us to undertake additional matters for the Town or to expand the scope of our representation, such additional services will be governed by the Statement Regarding Terms and Conditions of Engagement unless we mutually agree otherwise. Unless earlier terminated by either the Town or us, our representation will be deemed concluded

1600 BAUSCH & LOMB PLACE ROCHESTER, NY 14604-2711 PHONE: 585.232.6500 FAX: 585.232.2152

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April 15, 2025

Page 2

at the time we render our final invoice for services with respect to the matter described in this engagement letter or any additional matters that we may undertake for the Town.

3. **Fees and Expenses:** It is prudent to outline our fee agreement at the outset of the engagement. Our policies concerning fees for services and reimbursement of disbursements are explained in the Statement Regarding Terms and Conditions of Engagement. Our fees for this matter will be on an hourly basis, based upon our hourly rates in effect at the time services are rendered. See below table for the hourly rates of the lawyers anticipated to assist with this matter.

Attorney	Title	Service Areas	Rates
Megan K. Dorritie	Partner	Energy, Commercial Litigation	Standard Rate: \$565
Matthew A. Eldred	Senior Associate	Energy, Environmental, Land Use and Zoning	Standard Rate: \$425
Agata Pijanowski	Associate	Energy, Environmental, Land Use and Zoning	Standard Rate: \$320

If you have any questions about these arrangements, please contact us as soon as possible. If not, please sign a copy of this letter and return it to us.

Once again, we are pleased to have this opportunity to represent the Town, and we look forward to working with you.

Very truly yours,

Harter Secrest & Emery LLP



Matthew A. Eldred
DIRECT DIAL: 585.231.1487
EMAIL: MELDRED@HSELAW.COM

MAE:dmh

Enclosure

cc: Guy K. Krogh, Esq., Town Attorney

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

April 15, 2025

Page 3

Agreed to this _____ day of _____, 2025

Town of Lansing

By: _____
Ruth Groff, Town Supervisor



Harter Secrest & Emery LLP

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STATEMENT REGARDING TERMS AND CONDITIONS OF ENGAGEMENT

1. Understanding

We are pleased to have the opportunity to provide legal services to you. Experience has shown that our relationship will be stronger if we proceed with a mutual understanding about the scope of our representation, our charges, and payment terms. Unless the engagement letter relating to this matter specifically alters these arrangements, the terms of this Statement will apply to the matter covered by the engagement letter. These terms will also apply to all future matters in which we represent you, unless expressly changed in a subsequent engagement letter. We do not provide business, investment, insurance, or accounting advice.

2. Scope of Representation

A. *Who is our Client?* Unless otherwise expressly stated in the engagement letter, or in a separate engagement letter, our representation is limited to, and our professional responsibilities are owed only to the person(s) or entity(ies) named as the client(s) in the engagement letter, even though in certain instances the payment of our fees may be the responsibility of others. Our firm's representation of a corporation, limited liability company, partnership, joint venture, trade association or other entity does not include the representation of the interests of any related individuals or entities, such as the shareholders, directors or officers of a corporation; a company's parent, subsidiaries or affiliates; the members or managers of a limited liability company; the partners of a partnership or joint venture; or the members of a trade association or other organization. Accordingly, our representation of an entity in this matter will not give rise to a conflict of interest in the event the firm represents other clients adverse to the entity's affiliates in other matters.

B. *Insurance Coverage.* Unless otherwise expressly provided in our engagement letter, our engagement does not include responsibility either for review of your insurance policies to determine the possibility of coverage for any damage or loss sustained by you, for any claims that have or may be asserted against you, for payment of attorneys' fees and costs, or for notification of your insurance carriers concerning any matter.

C. *Post-Representation Changes in Laws.* You are engaging us to provide legal services in connection with the specific representation set forth in the engagement letter. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of this representation to provide additional advice on issues arising from this representation, we will have no obligation to advise you with respect to future legal developments or their impact.

Statement Regarding Terms and Conditions of Engagement
Page 2

3. Fees

Unless otherwise agreed in the engagement letter, our fees will be based primarily on the amount of time spent by lawyers and paraprofessionals, and, in some cases, by law clerks. We may, however, adjust the charge upward based on other factors such as the novelty or complexity of issues and problems encountered, the extent of the responsibility involved, the result achieved, the efficiency of our work, the customary fees for similar legal services and other factors that will enable us to arrive at a fair fee.

There may be instances where we utilize prior work product or firm-developed computer models, simulations or spreadsheets to perform services relative to our representation of you. Since it is to your benefit as well as ours to utilize these tools in providing services to you, the amount billed may not necessarily correlate with the time involved to perform all or any part of the representation. In all cases, however, the charges will be less than if we had to perform these tasks or services without the benefit of these tools.

The fees and costs relating to this matter may not be predictable with reasonable certainty. Therefore, unless otherwise expressly provided in our engagement letter, we have made no commitment to you regarding the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed is only an estimate. Furthermore, your obligation to pay our fees and costs is in no way contingent upon the ultimate outcome of the matter unless expressly stated otherwise in the engagement letter or retainer agreement.

4. Rates

Our hourly rates are based upon a number of factors, including the experience, reputation and ability of the individuals performing the services, and are subject to change from time to time during the representation. Without limiting the foregoing, our hourly rates are typically adjusted each year and, unless the engagement letter expressly provides otherwise, these increases will be automatically applied to all work performed after the effective date of the increase.

5. Work Assignments

The attorney with whom you will primarily deal may assign portions of your work to other firm lawyers, paraprofessionals, law clerks and support staff. However, the responsible attorney will continue to be responsible to you for the entire assignment, and will be available to discuss the use of other personnel with you upon request. Should you have any concerns with respect to the staffing of your matter, please bring them to the attention of the responsible attorney immediately.

Statement Regarding Terms and Conditions of Engagement
Page 3

6. Advice About Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based upon information available to us at the time, and should not be construed by you as a promise or guarantee of any particular outcome.

7. Document Retention Policy

Upon termination of the representation and full payment of our fees and expenses, we will return to you any of your documents and other property that you request be returned. You agree that unless you specifically request that file documents or other property be sent to you upon the termination of the representation, we may immediately discard all such file materials that appear not to be needed at some future time. All other documents or property that might have value or that we believe might be needed at some future time will be retained by us for a period of seven (7) years following the closing of the file. After that time, we will destroy or otherwise dispose of, without any further notice to you, any documents, file materials or other property in our possession whose return has not been requested by you. We intend that our file concerning your representation will consist only of business records that have value. During and after the representation, we will have discretion and may exercise professional judgment in deciding what records we will retain for the file and those that we will not. If you request the return of your records during or after the representation, or the transfer of your records to other counsel, you agree to pay for the professional time and expenses for gathering, segregating, and producing those materials. Under all circumstances, we are permitted to retain copies of such records for our business purposes at our expense.

8. Advance Consent for the Firm to Consult with HSE Counsel

As you know, we are a large law firm. We represent many clients and handle a great number of complex matters each year. In part, because of the number of clients that we represent and the complexity of the matters we become involved in, issues arise from time to time concerning our legal and ethical obligations with respect to our representation of a client. These might include, for example, conflicts of interest and issues arising between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we seek the advice of an HSE attorney who is a member of the firm's Practice Management Committee and who has expertise and experience in such matters.

We believe it is in our clients' interest, as well as our interest, that in the event legal ethics or related issues arise during a representation, we receive advice concerning our obligations from HSE counsel. Accordingly, as part of our agreement concerning our representation of you, you agree that if we determine in our professional judgment during the course of the representation that it is either necessary or appropriate to consult with HSE counsel we have your consent to do so.

Statement Regarding Terms and Conditions of Engagement
Page 4

You also agree that our internal discussions with HSE counsel are protected by the attorney-client privilege to the fullest extent permitted by law and that our representation of you does not act as a waiver of or otherwise invalidate such attorney-client privilege held by HSE.

9. Invoices for Services and Disbursements

Except as otherwise agreed, invoices are typically rendered monthly to reflect work performed in the previous month, as well as disbursements or expenses incurred on your behalf, such as long-distance telephone charges, special postage, expedited mailing charges, delivery/messenger charges, fax charges, travel expenses, photocopying, binding and use of other service providers. We will also require reimbursement for payments made on your behalf for filing fees, deposition and trial transcripts, fees of experts, witness fees, service of process, etc. If a specific disbursement is more than \$250, we may require that you pay same in advance or directly to the vendor.

We also may separately charge for computerized legal research systems (such as "Lexis" and "Westlaw"), as use of such systems greatly reduces attorney research time, and thus assists in controlling the cost to you. You may also be charged for necessary overtime and associated charges for secretarial or word processing time.

10. Payment

Payment is due within 30 days after the date of our invoice. If we do not receive questions about the invoice within the 30-day period, it will be assumed you have reviewed the invoice and find it in order. Invoices unpaid after 30 days will be subject to a late charge of 0.75% per month (9% per year) on the unpaid balance commencing from the date of the invoice and continuing until paid. Payments can be made by check, wire transfer, automated clearing house, or credit card (a surcharge applies) payable to the order of "Harter Secrest & Emery LLP." Questions concerning manner of payment may be directed to our Finance Department. If any invoice remains unpaid for more than 60 days, we may, consistent with our ethical obligations and judicial requirements, either terminate our representation or cease performing services for you until arrangements satisfactory to us have been made for payment of the arrearage, as well as future fees and unbilled work in process.

11. Right to Arbitrate Certain Fee Disputes

Part 137 of the Rules of the Chief Administrator of the New York Courts requires that certain fee disputes are subject to arbitration at the client's option. We will provide you with a copy of that rule upon request. It also can be located on the Internet at <http://www.nycourts.gov/admin/feedispute>.

Statement Regarding Terms and Conditions of Engagement
Page 5

12. Electronic Communications

It is likely that during the course of this engagement, both you and the firm will use electronic devices and Internet services (which may include wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Although the use of this technology involves some degree of risk that third parties may “hack into” or otherwise access confidential communications, we both believe that the benefits of using this technology outweigh the risk of accidental disclosure. Nevertheless, just as the firm has policies and systems in place designed to make our electronic communications with you reasonably secure, it is equally important that you also communicate with us in a secure and private manner that reasonably protects the confidentiality of information we share and any attorney-client privilege that may apply to our communications. This means that you should not use any computers or other electronic devices, networks, or Internet addresses that are owned, controlled, or may be accessed by others, including, but not limited to, a hotel, library or Internet café, or a shared home computer, to send or receive confidential information to or from us. Any device you use should be password protected and not accessible for use by any third party.

13. Client Responsibilities

You agree to pay our invoices as provided above. You also agree to be candid and cooperative with us and to keep us informed with complete and accurate information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business or strategy decisions in a timely manner. You understand that we rely on the completeness and accuracy of the information you provide when performing legal services for you.

14. Termination of Engagement

You may, at any time, terminate our representation upon written notice to the firm. We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. If we terminate the engagement, we will take reasonable steps to protect your interests in the above matter, and you agree to take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and you agree to not oppose our request. Your termination or our withdrawal will not relieve you of your obligation to pay for services already rendered, including work in progress and incomplete at the time of termination, and for all expenses incurred on your behalf through the termination or withdrawal date. If this agreement or our services are terminated for any reason, such termination shall be

Statement Regarding Terms and Conditions of Engagement
Page 6

effective only to terminate our services prospectively and all other terms of the engagement letter and terms and conditions shall survive any such termination.

15. Entire Agreement

The engagement letter and these terms and conditions constitute the entire understanding and agreement between you and the firm in this matter and supersedes any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us by you. If any provision of this engagement letter and these terms and conditions are held by a court or other adjudicator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. We are not advising you with respect to this agreement, because we would have a conflict of interest in doing so. If you wish to receive such advice, you should consult independent counsel of your choice.

16. Choice of Law

The relationship between you and the firm, including the validity, construction, and enforceability of the engagement letter and these terms and conditions, shall be governed in all respects by the law and professional conduct rules of the State of New York, without regard to conflicts of laws principles.

17. Consent to Use of Information

In connection with future materials that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, you agree that, if those materials avoid disclosing your confidential information as defined by the applicable ethical rules, they may identify you as a client, may contain factual synopses of your matters, and may indicate generally the results achieved.

18. Questions

If you have any question about any aspect of our arrangements from time to time, please discuss your concerns with the attorney responsible for your matter or with Craig S. Wittlin, the firm's Managing Partner. It is important to both you and the firm that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters.

Thank you.

Harter Secrest & Emery LLP

