



**Lippes
Mathias**
Wexler Friedman LLP

50 Fountain Plaza
Suite 1700
Buffalo, NY 14202
Phone: 716.853.5100
Fax: 716.853.5199
lippes.com

Via Electronic Mail

April 9, 2018

James Simon, Supervisor
Town of Yates
8 South Main Street
Lyndonville, NY 14098

Re: Proposed Lighthouse Wind Project

Dear Supervisor Simon:

It is our practice and the Rules of Professional Conduct require us to confirm in writing the identity of any client we represent, the nature of our undertaking on behalf of that client, and our billing and payment arrangements.

Scope of Services

The Town of Yates has been a party to Article 10 Proceedings involving the Lighthouse Wind Project (the "Project"). The Project proposes the siting of industrial wind turbines in the Towns of Yates and Somerset. The Town Board has determined that it is in the Town's best interest for Lippes Mathias Wexler Friedman LLP (the "Firm") to represent both the Towns of Yates and Somerset as the Project moves from the Stipulation Phase to the Application Phase of the Article 10 review process. The Town of Yates has engaged the Firm to represent the Town on all matters regarding the Project. This engagement shall include but be not limited to the Public Service Law Article 10 siting process and any related litigation.

Communication Responsibilities

As your attorneys, we will endeavor to keep you apprised of significant developments and to consult with you about our work on an ongoing basis. We often communicate our progress by sending copies of memoranda we prepare reflecting our research and deliberations. If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. For example, some modes of communication, such as fax or e-mail, may not be convenient for some clients or may be considered to compromise confidentiality or to present

Dennis C. Vacco | Partner | dvacco@lippes.com

New York: Albany Buffalo New York City Florida: Fort Lauderdale Beach Ontario: Mississauga Toronto Erie



greater risks of interception than other communication modes. We will, of course, abide by your preferences in that regard.

It is imperative that you keep us apprised of any relevant information or significant changes that may affect our representation. We will rely on your communications in performing our services. To that end, you must respond to our inquiries and otherwise cooperate with our requests so that we may provide you with effective representation. Of course, we are legally and ethically bound to keep your communications confidential. If you share our communications with third parties, however, that protection may be lost. To avoid this result, please do not share these communications or speak with anyone other than us or the individuals whom we retain to assist us in this matter.

Conflicts

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the circumstances under which we may represent other clients with interests which are or may be adverse to yours. In that regard, we are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information.

Fees and Costs

We have agreed to represent the Town on an hourly fee basis. In order to provide for cost sharing, with the Town of Somerset, our fees regarding the Project will be referenced on one invoice which will be distributed to both Towns at the end of each month. The apportionment of these fees between the Towns should be the subject of a separate Inter-municipal Agreement to be prepared by the respective Town's Attorneys. We will record all time attributed to joint services provided for both Yates and Somerset related to this engagement. To the extent that either Town requests legal services that are specific to one Town, then a separate invoice for those services will be generated and issued to the Town requesting those services on a monthly basis. The legal team dedicated to the Project will be Benjamin Wisniewski, Mark Davis and me. When appropriate, however, we may utilize the services of other attorneys in our office as needed consistent with the objective of providing quality legal services at a



reasonable cost. Our normal hourly billing rates are \$230.00, \$295.00 and \$475.00. However, in recognition of the fact that this engagement is with a municipality we have agreed to the following reduced rates. My rate will be reduced to \$270, Mr. Wisniewski's rate is reduced to \$190, and Mr. Davis' rate is reduced to \$250. These are the same hourly rates which we previously agreed to with the Town of Somerset. Hourly billing rates are subject to change from time to time at the discretion of the Firm.

We expect prompt payment after receipt of a billing invoice without regard to the consummation of any proposed transaction or the outcome of any matter. We reserve the right to charge interest for bills that are not paid within 30 days.

Very truly yours,

Lippes Mathias Wexler Friedman LLP

Dennis C. Vacco

DCV/sjb

SIGN AND AGREED TO:

James Simon, Supervisor
Town of Yates