



Benjamin E. Wisniewski, Esq.
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Via Email to (mark.boylan@geneseeny.gov)

September 17, 2025

Genesee County
Attn: County Attorney Mark S. Boylan, Esq.
7 Main Street
Batavia, NY 14020

RE: Engagement for Legal Services Related to Renewable Energy Siting in Genesee County

Dear Mark,

This engagement letter sets the terms of my representation of Genesee County, New York (the "County") in connection with the various large scale renewable energy facilities proposed to be located in the County, and that are subject to approval by the New York State Office of Renewable Energy Siting and Electric Transmission ("ORES"). I am happy to provide legal services to the County through my law Firm Wisniewski Law PLLC (the "Firm") under the following terms and conditions.

Scope of Legal Services

ORES Proceedings

At the County's direction, the Firm will appear as party representative for the County in any ORES Proceeding relevant to projects proposed to be sited in Genesee County , and provide comprehensive legal representation related to the County's participation as a prospective party, full party, and/or amicus party. The Firm will assist the County during the pre-application process, seek party status for the County, and assist the County in retaining an expert or experts to assist in identification and analysis of project impacts. The Firm, at the County's direction, will also coordinate the participation of the County and any other host municipalities in any given proceeding. When possible, the Firm will draft and file a request for Local Agency Account Funds ("LAAF"), which if awarded can offset the cost of both this Firm's and the experts' services.

In providing comprehensive legal representation, the Firm will assist the County in administration of any LAAF award, coordinate with other municipalities, experts and lay witnesses, and draft and file an issues statement. If permitted, the Firm will also assist in drafting and filing direct testimony and rebuttal testimony, represent the County during the live cross-examination hearings, draft post hearing briefs, bring and reply to motions, engage in discovery, and provide any additional services necessary for the County to contribute to a complete Record in the Proceeding.

The Firm will also, from time to time, attend County board meetings (remote or in person), or otherwise provide updates and legal advice to the County Attorney, the County Manager, and other County officials concerning the status of any ORES proceedings.

The Firm will also coordinate with state agencies and other interested parties to the proceeding and may actively seek settlement of disputed issues. If necessary, the Firm will also assist in negotiation of potential agreements such as a PILOT, Host Community Agreement, Decommissioning Agreement, and/or Road Use Agreement (assistance in negotiating these agreements may or may not be reimbursable with any funding award). The Firm will also represent the County during any procedural conferences or hearings before the assigned Administrative Law Judges or other government officials.

At the County's discretion, the Firm may also assist the County in reviewing post-permit filings and ensuring any Project's compliance with the terms of any siting permit and other applicable laws or agreements.

The Firm and the County may focus on some or all of the following issues of concern: cumulative impacts; impacts to agriculture and the agricultural economy; compliance with local law; compliance with pre-application consultation requirements; visual impact and impact on community character; sound propagation and modeling; ecological impacts including impact on wetlands, soil drainage, and animals; impact on agricultural resources and livestock; loss of farmland; impact on property values; impacts on recreation and tourism; issues related to decommissioning; impact on transportation safety; impacts to cultural resources; and any other issues that may be identified during the course of any Proceeding.

Ancillary Services

At the County's discretion, the Firm may also provide legal services related to the Solar Projects and/or renewable energy siting in the County, and that are ineligible for reimbursement with Local Agency Account Funding (the "Ancillary Services"). Such services may include assistance in reviewing and potentially updating local laws relevant to solar energy siting, negotiation of contracts, coordination of a County wide strategy for minimizing or avoiding the cumulative impacts of large scale renewable energy facilities, and any other

matters relevant to renewable energy siting but not potentially reimbursable using Local Agency Account Funding.

Appeals to court not part of engagement

If any ORES proceeding results in a ruling adverse to your interests, I will provide advice on whether an appeal is warranted. The decision whether to undertake representation in any appeal must be agreed to in advance, and a new engagement letter will be required. **Statute of limitations warning: any appeal of a final decision by ORES must be commenced in the Appellate Division of the Supreme Court, Third Department, within 90 days of the decision. See NY PSL Section 146.**

Retainers and Fees

The Firm will **not** require a retainer for fees and disbursements.

For work that is performed in connection with any ORES Proceeding and/or potentially reimbursable with LAAF, the Firm will charge you for legal services rendered by Benjamin E. Wisniewski on an hourly basis at a rate of **\$300/hr**. For Ancillary Services not directly related to the ORES Proceeding and/or not potentially reimbursable by Local Agency Account Funding, the Firm will charge you for legal services rendered on an hourly basis at a rate of **\$300/hour**. The Firm sometimes works with a contract, of-counsel attorney, Kenneth Smith, Esq., who may assist with your case. Any work performed by Mr. Smith will be billed at a rate of **\$230/hour**. The Firm bills time in minimum one-tenth hour (six-minute) units.

I will bill you monthly. Payment will be due within 45 days of receipt of invoices. If LAAF is awarded to the County, I will seek reimbursement to the County, directly from the State, for eligible legal and expert invoices. I will submit payment vouchers seeking reimbursement to the County on at least a quarterly basis.

The time for which I am to be paid includes but is not limited to drafting, counseling, administration, preparation, appearances, office conferences, research, analysis, travel, advice, telephone calls, e-mail, and other forms of communication.

You will be responsible for all reasonable and necessary expenses associated with this matter. For example, expenses may be incurred for experts, filing fees, printing, copying, publishing, travel, and postage. The Firm may advance money to pay for these expenses and such costs will be included in the next bill.

Travel costs: I will take all practicable steps to minimize travel costs and expenses. Where travel is billed to the County, I will charge a reduced rate of **\$200/hr** for the round trip to and from the County in lieu of billing at my normal hourly rate, plus travel expenses. Travel

expenses include but are not limited to lodging, train tickets and car rental or taxi, or mileage reimbursement for personal vehicle use based on standard mileage reimbursement rate of \$0.70 per mile.

Pursuant to Title 22 of the Official Compilations of Codes, Rules and Regulations of the State of New York ("NYCRR"), Part 1215, you are hereby informed that in the event you dispute the legal fee charged to you by this Firm, you may, with certain exceptions, have the right to arbitration of fee disputes under Title 22 NYCRR, Part 137 of the Rules of the Chief Administrator.

Concluding Our Work Together

You may terminate this engagement at any time by providing notice in writing of termination. Upon receipt of such notice, subject to any required court approval, I will promptly cease providing any service to you. You will be responsible for paying for services rendered up to the time I receive such notice and for such reasonable services that I provide thereafter in connection with the transfer of matters to your new counsel.

I may terminate this engagement for any reason by giving you 14 days prior written notice. Upon termination of representation, you will be responsible for paying for my services rendered up to the time I terminate my engagement and for such reasonable services that I provide thereafter in connection with the transfer of matters to your new counsel.

The file created by my Firm in connection with this matter will belong to you. I will provide you with copies of documents and significant correspondence. When the matter is completed, I will deliver the originals of all documents to you. Some original documents may only exist in electronic format. I will retain physical and/or electronic copies of documents, correspondence, and, to the extent I deem appropriate, notes made in connection with this engagement in my file. You may direct me to turn over my file to you or to anyone else, at any time. In such a case, I will retain in my possession all internal communications and notes prepared by my Firm and, at your expense, make, retain, and store physical and/or electronic copies of any portion of your file to be delivered to you or your designee.

It is my Firm's policy to destroy all copies of correspondence, notes, and documents retained in my file created in connection with the representation, six (6) years after the completion of the engagement. Electronic copies of correspondence, notes, and documents retained in my file may be destroyed six (6) years after the completion of the engagement.

If the foregoing terms are acceptable to the County, please sign and return a copy of this letter at your earliest convenience. A copy of this letter may be publicly filed as part of any County LAAF request.

I look forward to working with Genesee County.

Be well,

/s/ Benjamin E. Wisniewski
Benjamin E. Wisniewski, Esq.

I have read and agree to the terms and conditions set forth in this letter.

Rochele M. Stein Date: 10/8/2025
Genesee County

By: Rochele M. Stein, Chair

RESOLUTION NO. 423

**ENGAGEMENT LETTER/WISNIEWSKI LAW
PLLC-LEGAL SERVICES RELATED TO
RENEWABLE ENERGY SITING IN GENESEE
COUNTY/COUNTY ATTORNEY – APPROVAL OF**

Legislator Clattenburg offered the following resolution:

WHEREAS, the Genesee County Legislature, together with its towns and villages, have formally opposed the siting of large-scale industrial solar projects on New York State strategic prime farmland, and specifically the proposed EDP Alabama Solar Project, and

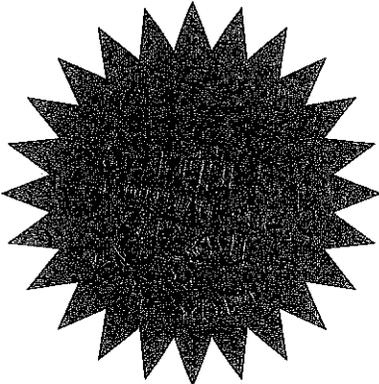
WHEREAS, it has been recommended that the County of Genesee enter into an agreement for legal services in relation to renewable energy siting in Genesee County, and

WHEREAS, the Ways and Means Committee and County Attorney did review this request and recommends approval at this time. Now, therefore, be it

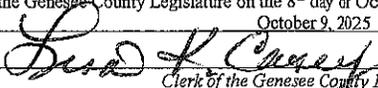
RESOLVED, that the Chairperson of the Genesee County Legislature is hereby authorized and directed to execute an Engagement Letter with Wisniewski Law, PLLC, 1150 Crosspointe Lane, Suite 2, Webster, NY 14580, for legal services relating to renewable energy siting in Genesee County, for the term commencing October 8, 2025 and termination by the County Attorney upon consultation with the County Manager, at a cost not to exceed \$300/hour.

Budget Impact: Funds have been allocated in the County Attorney’s budget.

Legislator Deleo seconded the resolution which was adopted by 200 votes.



State of New York
County of Genesee
I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted
by the Genesee County Legislature on the 8th day of October 2025. Dated, Batavia, New York.
October 9, 2025


Clerk of the Genesee County Legislature