



Benjamin E. Wisniewski, Esq.
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Via Email to supervisor@townofbatavia.com

February 23, 2026

Town of Batavia
Attn: Supervisor Greg Post
Town Hall
Oakfield, New York 14125

RE: Engagement for Legal Services Related to Alabama Solar Park and Ancillary Legal Services

Dear Supervisor Post,

This engagement letter sets the terms of my representation of the Town of Batavia, New York (the “Town”) in connection with the Office of Renewable Energy Siting and Electric Transmission (“ORES”) proceeding on the Application of Alabama Solar Park LLC, Matter No. 24-03016 (the “Proceeding”), related to the proposed 130 mw Alabama Solar Park energy facility (the “Solar Project”). I am happy to provide legal services to the Town through my Law Firm Wisniewski Law PLLC (the “Firm”) under the following terms and conditions.

As we have discussed, I will also be representing Genesee County, the Town of Alabama, and the Town of Oakfield (collectively, including Batavia, the “Joint Clients”), with regard to the Alabama Solar Project. Although I am not aware of any existing or anticipated conflict of interest between the Joint Clients, this letter also provides counseling concerning the conflicts of interest that can arise when one attorney provides joint representation to multiple clients in a single ORES proceeding.

Scope of Legal Services

Alabama Solar Park LLC

The Firm will appear as party representative for the Town and the other Joint Clients in the Proceeding, and provide comprehensive legal representation related to the Town’s

participation as a prospective party, full party, and/or amicus party. The Firm will assist the Town during the pre-application process, seek party status for the Town, and assist the Town in retaining an expert or experts to assist in identification and analysis of project impacts. 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. Up to \$130,000 of Local Agency Account funding may be available to participants in the Proceeding. It is anticipated that the Joint Clients will submit a joint LAAF request, and jointly retain this Firm and any experts necessary to provide an offer of proof.

In providing comprehensive legal representation, the Firm will assist the Town in administration of any LAAF award, coordinate with 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 Town 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 Town to contribute to a complete Record in the Proceeding.

The Firm will also, from time to time, attend town board meetings (remote or in person), or otherwise provide updates and legal advice to the Town Board and town officials concerning the status of the Proceeding.

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

Typically, I do not attend public comment hearings as it is often a better use of resources to prepare an issues statement and party status request, but I can attend and provide commentary at one or more ORES public comment hearings the request of the Town or the Joint Parties.

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

The Firm and the Town may focus on some or all of the following issues of concern during the Alabama Solar Proceeding: cumulative impacts: agricultural impacts: economic impacts; 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 and farming activity, and the

agricultural economy; 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 the Proceeding.

Ancillary Services

At the Town's direction, the Firm may also provide legal services related to the Solar Project and/or renewable energy siting in the Town of Batavia, 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, and any other matters relevant to renewable energy siting but not potentially reimbursable using Local Agency Account Funding.

Appeal to court not part of engagement

If the 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.

The Firm's normal rate is \$300/hr. For work that is performed in connection with the 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 discounted 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 or a similarly qualified contract attorney 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 town, I will seek reimbursement to the Town or appropriate Joint Client, directly from the State, for eligible legal and expert invoices. I will submit payment vouchers seeking reimbursement to the Town 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 Town, I will charge a reduced rate of **\$200/hr** for the round trips 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 Town, please sign and return a copy of this letter at your earliest convenience. A copy of this letter will be publicly filed in the Proceeding as part of the Town's LAAF request.

I look forward to working with the Town of Batavia.

Be well,

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

Encl: Conflict Counseling Letter and Waiver Acknowledgement (incorporated by reference)

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

_____ Date: _____
Town of Batavia

By: _____

[Conflict Counseling Letter and Waiver Next Page, Additional Signature Required]

Engagement Letter Enclosure: Conflict Counseling Letter and Waiver Acknowledgement

The Town of Batavia has requested that Wisniewski Law PLLC represent the Town of Alabama, the Town of Oakfield, the Town of Batavia, and Genesee County (collectively the "Joint Clients"), in the Office of Renewable Energy Siting and Electric Transmission ("ORES") proceeding on the Application of Alabama Solar Park LLC, Matter No. 24-03016 (the "Proceeding"), related to the proposed 130 mw Alabama Solar Park energy facility (the "Solar Project").

Under the New York Rules of Professional Conduct (the "Rules"), specifically Rule 1.7, concurrent representation of multiple clients in the same matter creates a potential conflict of interest if there is a significant risk that the representation of one client will be materially limited by responsibilities to the other, or if the clients have differing interests.

Although the interests of the Joint Clients appear to be fully aligned with regard to their opposition to the Solar Project, municipal entities are separate legal persons, and their interests could potentially diverge during the course of the Proceeding. Examples of possible future differences include:

1. Differing views on litigation strategy, information requests, or settlement terms;
2. One Town benefiting from a resolution (e.g., a particular settlement or host community agreement allocation) that disadvantages the other;
3. Allocation of attorneys' fees between the Towns; or
4. Emergence of facts or claims that make one Town's position adverse to the other's.

Concerning my communication with the Joint Clients, in a joint representation, information shared with me by one of the Joint Clients generally cannot be withheld from the other Joint clients if relevant and material to the representation.

If an actual conflict arises that prevents continued joint representation, I may be required to withdraw from representing any or all of the Joint Clients, potentially requiring each to obtain new counsel at additional expense and possible delay.

Despite these risks, I reasonably believe that I can provide competent and diligent representation to each and every Joint Client at this time, the representation is not prohibited by law, and it does not involve the assertion of a claim by one client against the other in this proceeding before ORES.

To proceed with joint representation, each Joint Client must give informed consent, confirmed in writing, after full explanation of the material risks and reasonably available

alternatives (such as each Town retaining separate counsel). By signing below the Town of Batavia confirms that:

1. Attorney Benjamin E. Wisniewski, Esq. has explained the nature of the potential conflict, the material risks described above, and the reasonably available alternatives.
2. The Town understands those risks and alternatives.
3. The Town consents to Wisniewski Law PLLC's concurrent representation of Genesee County, and the Towns of Alabama, Oakfield, and Batavia in the Proceeding, notwithstanding the potential for differing interests or future adversity.
4. The Town agrees that information shared in the joint representation may be disclosed between the three Towns and the County as necessary for the representation.
5. The Town acknowledges that, should an irreconcilable conflict arise, my withdrawal from some or all representations may become necessary.

This consent applies only to the current known circumstances in the Proceeding and does not waive future conflicts that may arise in unrelated matters.

Please indicate your consent by signing and returning a copy of this letter, along with the accompanying engagement letter. If you have any questions or wish to discuss this further before consenting, please contact me immediately. You are encouraged to consult independent counsel such as the town or county attorney regarding this decision.

Be well,

/s/ Benjamin E. Wisniewski

Benjamin E. Wisniewski, Esq.

I have read the above, understand the risks and implications of joint representation, and hereby give informed consent to the concurrent representation described.

_____ Date: _____
Town of Batavia

By: _____