

CERIO LAW OFFICES, PLLC

THOMAS J. CERIO DAVID W. CERIO MICHAEL R. RODA SHANNON D. RASH
125 EAST JEFFERSON STREET • SUITE 200 • SYRACUSE, NEW YORK 13202

OUR INTEGRITY IS YOUR SECURITY

Mr. Kevin Rode, Town Supervisor
& Town Board Members
Town of Lysander 8220 Loop Road
Baldwinsville, NY 13027-1321

January 13, 2026

Re: Letter of Engagement Gentlemen

Dear Supervisor Rode,

This letter of engagement confirms that we will undertake to provide legal services to The Town commencing January 2026 through December 31, 2026. It is Cerio Law Offices' intent in providing this letter to set forth a clear understanding of the fees to be charged, the type of expenses that might be incurred, and my billing practices. If you have any questions or desire any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly. The following sets forth my standard terms of engagement.

1. Performance of Services. My office will have primary responsibility for the above-referenced work. I am the primary point of contact for any legal issues or questions, and I will from time to time assign attorneys in my office to handle same, a paralegal may work on your matters from time to time. We will always provide you with the best quality legal service. Any work performed will be performed under the direct supervision of myself or a competent attorney.
2. Charges for Services. The Town hereby agrees to pay me a monthly retainer of Six Thousand One Hundred Fifteen Dollars and Fifty-eight Cents (\$6,115.58) to assure my availability. The retainer shall apply to and include the following: attendance at Town Board meetings and other meetings as requested; consultation with Town Board members as well as Department heads and other Town personnel; legal representation for general and normal Town business. The retainer does not cover special District work, environmental reviews, litigation; special Town projects; or bonding. Though my normal hourly rate is significantly higher, the Town will be billed at a blended rate of Two Hundred Twenty-Five Dollars and No Cents (\$225.00) per hour for my services provided outside of the retainer.
3. Costs. Legal services may involve costs and expenses for which you will be responsible, either directly or in reimbursement of my direct payment to the service provider. In the normal course of my work, I incur and will bill you for these expenses which include but are not necessarily limited to: copying charges at the rate of Twenty Cents (\$.20) per page, filing fees, deposition and transcript costs, overnight mailings. On occasion I may be required to secure the services of outside consultants, accountants and legal counsel on your behalf. I will consult with you before retaining any such experts and before incurring any substantial liability for out-of-pocket expenditure. In circumstances involving any substantial expenditure, I may require that you advance those sums to me before I expend them. In any event, I will forward to you for direct payment any invoices for costs that exceed Five Hundred Dollars and No Cents (\$500.00).

ATTORNEYS AND COUNSELORS AT LAW
215 EAST JEFFERSON STREET • 2ND FLOOR • SYRACUSE, NEW YORK 13202
(315) 422-8709 • FAX (315) 476-8002
CERIOLAWOFFICES.COM



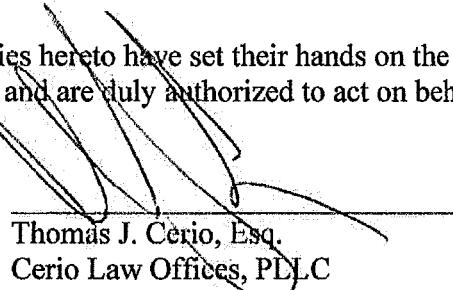
4. Standard Billing and Payment Procedures. My office normally bills monthly, providing you with a monthly statement for services rendered during the previous month and for disbursements incurred for your account. The details in the monthly statements will inform you of both the nature and progress of work and of the fees and costs incurred. If we are working on more than one matter for you, you may request separate billings for each such matter or a combined billing for all matters.

5. Monthly statements may contain information protected by the attorney-client privilege and the attorney's work product doctrine. These privileges could be waived if someone other than an authorized client representative sees the privileged material. Therefore, I recommend that you keep all my bills in a file marked "attorney-client privileged materials" and maintain the file in a secure location.

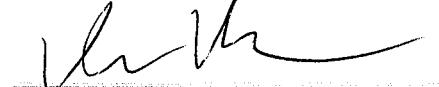
6. Termination of Engagement. Upon written notice to me, you may terminate my engagement at any time with or without cause. I will return all your papers and property immediately upon your termination of my engagement. I will, however, retain my office files. These files include, for example, administrative records, time and expense reports, personnel and staffing materials and lawyers' work papers such as drafts, notes, memoranda, research, etc. You or your new attorney can arrange to make copies of all papers that are necessary to your continued representation. I will ask you to pay the cost of copying. Termination of our services will not affect your responsibility to pay for legal services rendered and all costs incurred up to the date when I receive notice of termination as well as for any work required of me to facilitate an orderly turnover of matters in process at the time of termination. I may terminate our engagement for any of the reasons permitted under the New York Code of Professional Responsibility, including: your failure to promptly pay my bills, misrepresentations of (or failure to disclose) any material facts, action taken contrary to my advice, or any other conduct or situation that in my judgment is an irretrievable breakdown in the attorney client relationship.

In Witness Whereof, the parties hereto have set their hands on the dates and signature next to the writing of their names below and are duly authorized to act on behalf of each entity:

Date: 1/17/26


Thomas J. Cerio, Esq.
Cerio Law Offices, PLLC

Date: 1/17/26


Mr. Kevin Rode, Town Supervisor
Town of Lysander