



Phillips Lytle LLP

Via E-Mail (supervisor@dryden.ny.us)

Privileged and Confidential

November 17, 2023

The Town of Dryden, NY
c/o Jason Leifer, Town Supervisor
93 East Main Street
Dryden, NY 13053

Re: Telecommunications Matters re: Dryden Fiber

Dear Jason:

The purpose of this letter is to confirm the scope and terms of our engagement, including our Standard Terms of Engagement, which are attached.

Scope. The Town of Dryden, NY ("you") has engaged Phillips Lytle LLP (the "Firm") to represent you in connection with the following scope of work: reviewing and advising on telecommunications agreements and transactional, operational and regulatory matters as requested by you in connection with the business of Dryden Fiber (collectively, the "Matter"). The Firm's services will be limited to representing you in the Matter. The Firm's services will not extend to your general business, personal or legal affairs, or to any other aspect of your activities. You understand and agree that the Firm's receipt or use of your confidential or other information in the course of our representation of you in this Matter will not give rise to any expectation that the Firm will render any other advice or services outside the scope of the Matter.

Fees and Assignment of Firm Personnel. The Firm's fees are based on hourly rates and the actual time spent on the Matter by the Firm's attorneys. Bruce Frankiewicz and I will be primarily responsible for the supervision of the Matter, but you are engaging the Firm, not any attorney individually. As and when necessary, we will draw upon the talent and expertise of other partners and associates within the Firm and utilize paralegal staff to handle administrative and other tasks. FYI, here are the rates of the attorneys most likely to be working on the Matter: my rate is \$655 per hour, Bruce

ATTORNEYS AT LAW

DAVID E. BRONSTON SPECIAL COUNSEL DIRECT 212 508 0470 DBRONSTON@PHILLIPSLYTLLE.COM



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Frankiewicz's is \$510 and Ben Sugarman's is \$245. I have been authorized to apply an 8% discount to our rates which we do for smaller municipalities and towns in certain instances.

Retainer. The Firm requires a retainer of \$7,500. This payment, and all future advance payments as described in this letter, become property of the Firm immediately upon receipt and may be used by the Firm at any time without restriction. These monies will not be put into a trust, escrow, or other segregated account. The initial retainer and all future advances will be offset against fees and disbursements as they are billed. When the retainer is depleted, we will revisit the need to replenish. Any amount that is not used will be returned to The Town of Dryden, NY.

Binding Agreement. This letter, together with our Terms of Engagement, represent the entire agreement between you and the Firm. By signing below, you acknowledge that this letter has been carefully reviewed and its content understood and that you agree to be bound by all of its terms and conditions. Furthermore, you acknowledge that the Firm has made no representations or guarantees to you regarding the outcome of the Matter or the time or cost necessary to resolve the Matter. No change or waiver of any of the provisions of this letter and our Standard Terms of Engagement shall be binding on either you or on the Firm unless the change is in writing and signed by both you and the Firm.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning a PDF copy to me. Please do not hesitate to call me to discuss any questions you may have regarding this letter and our Standard Terms of Engagement. In the event you do not return a signed copy of this letter, this letter together with our Standard Terms of Engagement will become binding upon our commencement of work on the Matter.



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Thank you again for this opportunity to be of service to you; my colleagues and I look forward to working with you.

Very truly yours,

David E. Bronston

The Town of Dryden, NY has reviewed and agreed to the above terms of engagement of Phillips Lytle LLP for the purposes and to the extent described in this letter and our Standard Terms of Engagement.

THE TOWN OF DRYDEN, NY

By _____
Name and Title: Jason Leifer, Town Supervisor

Date: _____