



Andrew H. Montroll, Esq.
Mark D. Oettinger, Esq.
Evan K. Barquist, Esq.
L. Randolph Amis, Esq.

Hajra F. Khan, Esq.
Douglas M. Brines, Esq.
Kristen Connors, Esq.

April 28, 2023

Chittenden County Communications Union District
c/o Charlie Baker
Executive Director of the Chittenden County Regional Planning Commission

via email to: Charlie Baker (cbaker@ccrpcvt.org)

Re: Letter of Engagement for Legal Services

Dear Charlie,

Thank you for requesting legal services from our office to assist the Chittenden County Communications Union District as may be requested from time to time. We are pleased to represent the Chittenden County Communications Union District in such matters.

My current rate for attorney services is \$315 per hour. However, we have reduced our fees for Chittenden County Communications Union District to \$275 per hour. When appropriate, we may also utilize the assistance of our firm's paralegals. Our paralegals are billed at a rate of \$135 per hour. We will provide you with a monthly invoice or statement that reflects the following information: the date that the services were performed; a brief description of services; and the time spent performing the services. Our time is billed to the tenth of an hour. In addition to the hourly fees, you may be responsible for certain out-of-pocket expenses that we incur on your behalf. These could include, without limitation, filing fees, overnight mail fees, and travel expenses, including mileage at the federal rate. We do not charge for incidental in-house photocopying, or first-class mail. Payment for our services is due upon receipt of your invoice.

For efficient communication, please let us know promptly if your email address or other contact information changes.

We will perform all services in a professional and business-like manner. However, we cannot guarantee a particular result or outcome of any matter.

Either party may terminate this agreement at any time, subject to Chittenden County Communications Union District's obligation to pay, as specified above, for services rendered up

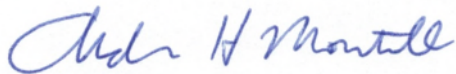
to the date of termination at our hourly rate. In addition, if our representation of Chittenden County Communications Union District includes an entry of appearance in court or administrative agency, we will need to receive approval from the court or administrative agency to withdraw our appearance. The cost of the legal services that are necessary to effectuate our withdrawal of appearance will also be Chittenden County Communications Union District's obligation.

If these terms are acceptable to you, please have this letter of engagement countersigned below by a duly authorized representative of the Chittenden County Communications Union District and return it to me.

Once a signed copy of this engagement letter, our representation of you will formally begin.

Again, thank you for the opportunity to be of service to you. Please feel free to contact me if you have any questions.

Sincerely,



Andrew H. Montroll, Esq.

By my signature below, the Chittenden County Communications Union District hereby agrees to the terms and conditions stated above and hereby engage Montroll, Oettinger & Barquist, P.C., to provide legal services as described above.

Chittenden County Communications Union District

By: _____
Authorized representative

Date: _____