



January 6, 2022

William Wood, Supervisor
Town of Burke
5165 State Route 11
PO Box 121
Burke, New York 12917

Re: Engineering Services Proposal
Review of Proposed Smart Path Connect AC Transmission Line Upgrade Project
Town of Burke, New York
Public Service Commission Case 21-T-0340

File: 708.5884

Dear Supervisor Wood:

Barton & Loguidice, D.P.C. (B&L) is pleased to present the Town of Burke with this proposal for engineering services to review and evaluate the potential environmental, engineering, and socio-economic impacts associated with the Alternating Current (AC) transmission line upgrade project being proposed by the New York Power Authority (NYPA) and National Grid. The proposed AC transmission line upgrade project, which includes several different existing power line segments, involves the rebuilding of approximately 100 miles of existing 230 kilovolt (kV) transmission lines to either 230 kV or 345 kV, along with the associated substation construction and upgrades.

In accordance with the provisions of Article VII of the New York Public Service Law, an applicant (i.e. power supplier) must provide the Public Service Commission (PSC) with detailed information regarding the proposed transmission line, in addition to evaluating the potential environmental, engineering, and socio-economic impacts associated with the project. Specifically, in accordance with the provisions of 16 NYCRR Chapter I, Subchapter G (Certificates of Environmental Compatibility and Public Need), Part 86 (General Exhibits), the following information must be included with each application:

- Exhibit 1: General Information Regarding Application
- Exhibit 2: Location of Facilities
- Exhibit 3: Alternatives
- Exhibit 4: Environmental Impact
- Exhibit 5: Design Drawings
- Exhibit 6: Economic Effects of Proposed Facility
- Exhibit 7: Local Ordinances
- Exhibit 8: Other Pending Filings
- Exhibit 9: Cost of Proposed Facility



William Wood, Supervisor
Town of Burke
January 6, 2022
Page 2

Article VII stipulates that a municipal party that could potentially be impacted by the installation and operation of a new transmission line due to its proposed location/alignment can apply to the NYS Department of Public Service (DPS) for intervenor funding. The purpose of intervenor funding is to provide municipal parties with a funding source to retain the services of engineers, consultants, and attorneys to contribute to the development of a complete record leading to an informed decision by the PSC, and to foster broad public participation throughout the review and evaluation process. For this particular project, NYPA and National Grid were required to submit a fee of \$450,000 to the PSC for the purposes of establishing an Intervenor Fund. The intervenor funding request must include pertinent information (i.e., qualifications and experience) for the engineering firm and environmental counsel that will be responsible for reviewing and evaluating all aspects of the proposed AC Transmission Line Upgrade project on behalf of the Town of Burke. In addition, the intervenor application must also include a copy of any contract or agreement, or proposed contract or agreement, between the Town and its consulting engineer, and the Town and the law firm that the Town selects for this project.

Scope of Services

The potential environmental, engineering, and socio-economic impacts associated with NYPA and National Grid's proposed 100-mile long AC transmission line upgrade project that will pass through a portion of the Town of Burke consists of the following:

- Wetlands and Water Resources Impacts
- Topography, Geology, and Soils Impacts
- Land Use Impacts
- Wildlife and Aquatic Resources Impacts
- Threatened and Endangered Species Impacts
- Vegetation Impacts
- Cultural Resources Impacts
- Noise Impacts
- Visual Resources Impacts
- Public Health Impacts
- Socioeconomic Impacts
- Utilities and Infrastructure Impacts
- Transportation Impacts

On behalf of the Town of Burke, B&L staff will conduct a detailed review of NYPA and National Grid's application and associated studies to insure that each of the above noted potential environmental, engineering, and socio-economic impacts has been thoroughly and properly analyzed in accordance with federal and state mandated guidelines and/or standard accepted procedures. In addition, B&L staff will



William Wood, Supervisor
Town of Burke
January 6, 2022
Page 3

review the criteria and methodology utilized by the Applicant to establish site baseline conditions to insure that the evaluation and/or comparison of estimated environmental, engineering, and economic impacts vs. baseline conditions is applicable and accurate.

B&L will work in conjunction with the West Law firm in conducting a review and evaluation of the project specific information that has been submitted to the Siting Board for the proposed AC transmission line upgrade project. Please note that our involvement on this project is largely contingent upon the award of intervenor funding to the Town of Burke, and therefore we will not proceed with any work on this project until we have received written authorization to proceed from the Town. In addition to the review of submitted information, B&L will attend meetings as requested by the Town and/or the West Law firm.

Fee and Schedule

Based upon our experience in conducting the detailed review and evaluation of Article VII applications prepared by others for similar projects, B&L has estimated that the following level of effort will be required for the review of the proposed AC transmission line upgrade project, including our involvement and participation in meetings held by the Applicant, as well as Town Board meetings.

Wetlands and Water Resources Impacts:	Est. 6 hours of staff time
Topography, Geology, and Soils Impacts:	Est. 6 hours of staff time
Land Use Impacts:	Est. 6 hours of staff time
Wildlife and Aquatic Resources Impacts:	Est. 6 hours of staff time
Threatened and Endangered Species Impacts:	Est. 6 hours of staff time
Vegetation Impacts:	Est. 6 hours of staff time
Cultural Resources Impacts:	Est. 4 hours of staff time
Noise Impacts:	Est. 12 hours of staff time
Visual Resources Impacts:	Est. 12 hours of staff time
Public Health Impacts:	Est. 12 hours of staff time
Utilities and Infrastructure Impacts:	Est. 12 hours of staff time
Socioeconomic Impacts:	Est. 8 hours of staff time
Transportation/Roadway Impacts:	Est. 8 hours of staff time
Attendance at Public Statement and Evidentiary Hearings:	Est. 40 hours of staff time
Meetings with Town Board:	Est. 16 hours of staff time
Total No. of Estimated Hours:	160 hours

Based on an average hourly billing rate of \$155/hour for Barton & Loguidice staff, the estimated level of effort is: 160 hours x \$155/hour = \$24,800. Including an amount of \$200 for direct reimbursable expenses (e.g., mileage, photocopying, postage, etc.), the total estimated fee for B&L's involvement with the review of the Article VII application is \$25,000.

We propose to assist the Town on a time and expense basis in accordance with our Standard Hourly Billing Rates in effect at the time that the work is performed. We propose that the Town of Burke approve a not to exceed amount of \$25,000 for our involvement in this project, and we will not exceed this amount without receiving prior written approval of the Town. B&L understands that our involvement in this project is largely

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William Wood, Supervisor
Town of Burke
January 6, 2022
Page 4

contingent upon the award of intervenor funding to the Town of Burke, and, therefore, we will not proceed with any work on this project until we have received written authorization to proceed from the Town.

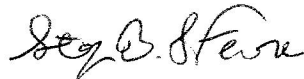
If this proposal meets with your approval, please countersign below and return one copy to B&L and retain one copy for your files. If you have any questions, please contact Steve Le Fevre at (518) 218-1801, Ext. 2029. We appreciate the opportunity to provide the Town of Burke with continued professional environmental consulting and engineering services.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Scott D. Nostrand, P.E.
Senior Vice President

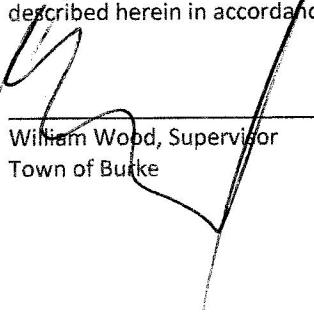


Stephen B. Le Fevre, P.G., C.P.G.
Senior Managing Hydrogeologist

SDN/SBL/tmj
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Burke ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.



William Wood, Supervisor
Town of Burke

2-8-2022
Date

Barton & Loguidice
Billing Rates For Calendar Year 2022



Travel by passenger vehicle*IRS standard mileage rate
 Overnight travel & subsistenceat cost
 Telephone, postage, overnight delivery, etc.....at cost
 In-house printing..... Unit rate schedule for printed material
 Field equipment & expendablesUnit rate schedule
 Outside services including lab services & printingCost plus 15%

INDIVIDUAL TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

Billing Title	Hourly Rate
Executive Manager	\$270.00
Manager V	\$232.00
Manager IV	\$210.00
Manager III	\$195.00
Manager II	\$183.00
Manager I	\$170.00
Professional VI	\$156.00
Professional V	\$140.00
Professional IV	\$126.00
Professional III	\$114.00
Professional II	\$99.00
Professional I	\$82.00
Technician VII	\$139.00
Technician VI	\$131.00
Technician V	\$115.00
Technician IV	\$107.00
Technician III	\$96.00
Technician II	\$80.00
Technician I	\$69.00
Construction III	\$131.00
Construction II	\$111.00
Construction I	\$99.00
Technical Assistant III	\$97.00
Technical Assistant II	\$82.00
Technical Assistant I	\$70.00

* IRS standard mileage rate in effect at time of travel (exclusive of operator time).

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C.

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.