

**Attachments to Otsego County Conservation Association Request for Intervenor Funds in the Alternating Current Transmission Upgrades Proceeding**

Case Number(s): 13-E-0488, 13-T-0454, 13-M-0457, 13-T-0455, 13-T-0456, 13-T-0461

Related Documents are:

Exhibit "A" – Letter of Support, Otsego Land Trust

Exhibit "B" – Letter of Support, Butternut Valley Alliance

Exhibit "C" – Letter of Support, Otsego 2000, Inc.

Exhibit "D" – Letter of Support, Delaware-Otsego Audubon Society

Exhibit "E" – Resumes, Darla M. Youngs and Jeffrey O'Handley

Exhibit "F" – Resumes, Robert M. Palladine, Jr., Jeffrey L. Robbins, Christen M. Craig, Douglas Obrist, James Olcott, and Justin R. Strong, and Qualifications Summary, C&S Companies

Exhibit "G" – Resume, Douglas H. Zamelis, Esq.

Exhibit "H" – Statement of Services, C&S Companies

Exhibit "I" – Statement of Services, Douglas H. Zamelis, Esq.



February 7, 2014

David Prestemon, ALJ  
NYS Public Service Commission  
3 Empire State Plaza  
Albany, NY 12223-1350

Dear Mr. Prestemon:

Otsego Land Trust (OLT) preserves the distinctive rural character of the Otsego Region in Central New York by maintaining the natural and cultural legacy handed down through generations, and by securing the working forests and farms, natural ecosystems, and scenic landscapes that define our region. On behalf of OLT, I am submitting this letter in support of Otsego County Conservation Association's application for intervener funds due to the anticipated impacts of the Edic to Fraser transmission line proposal in seven Otsego County municipalities—the towns of Richfield, Exeter, Burlington, New Lisbon, Laurens, Otsego, and the City of Oneonta.

OLT holds conservation easements on more than 9,000 acres in Otsego County. As I know you are aware, we have an ethical and legal responsibility to monitor our easements and assure the maintenance of their conservation values into perpetuity or until such time as the easement would be extinguished by extraordinary means. The supporters and funders of OLT are deeply invested in the outcomes of all energy and transmission projects that impact the environmental health of the Otsego region. Our conservation easement holders, particularly those directly affected by the Edic to Fraser Proposal, are actively interested in any legally responsible party for the maintenance of conservation values on their properties as they are delineated in their easement agreements.

Therefore, OLT and the effected easement owners have a real property interest in the form of conservation easements on land directly affected by the Edic to Fraser transmission line proposal: Parcels # 175.00-1-13.00 (Lena Road, Town of New Lisbon, Otsego County) # 95.00-1-19.01 & # 111.00-1-8.02 (Zachow Road, Town of Burlington, Otsego County), #111.00-1-18.00 (Cranberry Bog Road, Town of Burlington, Otsego County), and # 131.3-1-13.00 (Depot Road, Town of Columbia, Herkimer County).

OCCA is currently the only party in Otsego County to apply for intervener funds in these proceedings, and is well positioned to assist in further informing the record concerning the project proposed to traverse Otsego County. Therefore, OLT stands in support of OCCA in their application for funds and in our joint efforts to mitigate impacts of the Edic to Fraser Transmission Line Proposal on the overall environmental health of Otsego County.

Thank you.

Sincerely,  
*Virginia Kennedy*  
Virginia Kennedy  
Executive Director



February 13, 2014

Honorable Kathleen H. Burgess  
Secretary to the Commission  
New York State Public Service Commission  
Empire State Plaza, Agency Bldg. 3  
Albany NY 12233-1350

RE: Case 13-E-0488 - In the Matter of Alternating Current Transmission Upgrades  
Comparative Proceeding

Dear Secretary Burgess:

The Butternut Valley Alliance, Inc. (BVA) is a 501(c)(3) corporation located in Otsego County. We are a watershed advocacy group of the Butternut Creek which is located near the headwaters of the Susquehanna River. We take an interest in preserving all aspects of the quality of life in the valley. Our mission is to encourage the preservation and protection of the environmental qualities, farming and cultural heritage, economic viability, open space and village charms of the entire Butternut Creek watershed.

Most of our members and supporters reside in the Towns of Burlington, New Lisbon, Morris, and Butternuts. Several of our members and supporters in Burlington and New Lisbon live under, near, or within plain sight of the Marcy South power line.

For obvious reasons, BVA has a keen interest in the subject proceedings and, in particular, the potential for placement of new power lines alongside Marcy South. At the present time, we have decided not to request intervenor party status and instead to work with and through the Otsego County Conservation Association (OCCA).

We, therefore, strongly support OCCA's applications for intervenor party status and for intervenor funding and we respectfully request that the Commission grant these applications.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Eklund".

Robert E. Eklund  
Chairman, Board of Directors

268 MEYERS MILL ROAD ~ MOUNT VISION, NY 13810 ~ EKLUND66@HOTMAIL.COM

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The Butternut Valley Alliance encourages the preservation and protection of the environmental qualities, farming and cultural heritage, economic viability, open space and village charms of the entire watershed.

# OTSEGO 2000

February 12, 2014

David Prestemon, ALJ  
NYS Public Service Commission  
3 Empire State Plaza  
Albany, NY 12223-1350

Dear Mr. Prestemon,

We at Otsego 2000 are concerned about the proposed expansion of the Marcy South power line corridor by North American Transmission Corporation, and thus are sending you this letter supporting the Otsego County Conservation Association's (OCCA) application for intervener funds as the project undergoes review by the Public Service Commission.

Otsego 2000 believes that the Otsego Lake region is a masterpiece of nature, and that its surrounding landscapes, valleys, villages, and farms constitute a unique confluence of historic, environmental, cultural, agricultural, rural, and scenic resources. We believe that the long-term economic well-being of the region and the quality of life for its residents derives from these resources and their stewardship. Thus, we seek to protect these attributes for the benefit of present and future generations. As no place is an island, we extend our concern and programs to the region's larger setting in Central New York. We advance our mission through informed advocacy, public education, innovative projects, economic alternatives, and strategic campaigns.

Otsego 2000 was founded 33 years ago to protect the environmental, historic, cultural and agricultural resources of Otsego Lake and northern Otsego County. In fact, we were founded by a group of concerned citizens alarmed at the negative impact of a major power line slicing through the heart of the Susquehanna headwaters and the historic and cultural landscape which was the setting for many of James Fenimore Cooper's most well-known novels. The power line was eventually moved west, to where it now traverses Otsego County from south to north, following the Butternut Valley.

Since 1981, Otsego 2000 has played a leadership role in systematically documenting and protecting the historic and cultural resources of Otsego County and fighting for them against inappropriate industrial development. There are now well over 36,000 acres

Post Office Box 1130 • Cooperstown, N.Y. 13326  
607-547-8881 • Fax: 607-547-6195  
[www.otsego2000.org](http://www.otsego2000.org)

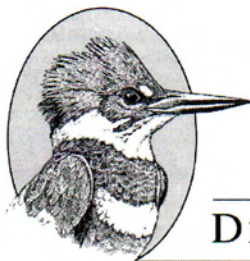
listed on or eligible for the National Register of Historic Places, as well as several hamlets, villages, and independent structures. The Butternut Valley, in its own right, is rich with historic and cultural resources which have yet to be fully documented (some of which were regrettably lost when Marcy South was built, like photographer Arthur Telfer's homestead). Several of the farms and hamlets located in the Butternut Valley towns retain their original boundaries and land usage from the early 1800s and could qualify as historic resources if properly documented.

For these reasons, as well as for protecting the natural resources of Otsego County, Otsego 2000 is joining with the Otsego County Conservation Association to independently assess the potential impacts of the proposed expansion by North American Transmission Corporation and we look forward to working closely with OCCA.

Sincerely,

A handwritten signature in cursive script that reads "Ellen F. Pope". The signature is written in dark ink and is positioned above the printed name.

Ellen F. Pope  
Executive Director



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DELAWARE-OTSEGO AUDUBON SOCIETY, INC.

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P.O. Box 544, ONEONTA, NY 13820

David Prestemon, ALJ  
NYS Public Service Commission  
3 Empire State Plaza  
Albany, NY 12223-1350

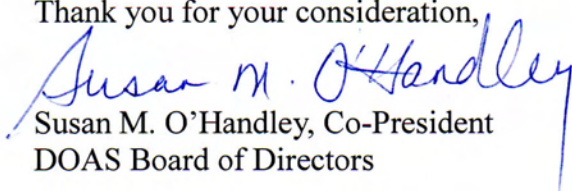
February 7, 2014

Dear Judge Prestemon,

The Delaware-Otsego Audubon Society represents more than 500 members in the Otsego County region. We support OCCA's planned technical review of the proposed Edic to Fraser transmission line in Otsego County to identify potential environmental impacts and recommended mitigations, should that route be chosen.

DOAS is particularly interested in the impacts of the transmission line to habitat including deciduous and mixed forests, wetlands such as bogs, marshes, swamps, moving and standing water including rivers, streams, and woodland ponds or vernal pools. These ecosystems are the breeding and feeding grounds for numerous species of birds, mammals, fish, amphibians, reptiles, invertebrates, and plants, a number of which are endangered, threatened, of special concern or in significant decline. A number of these habitats are considered too small for State and Federal Protection, and due to outdated maps, sensitive areas of concern may not be addressed.

Thank you for your consideration,

  
Susan M. O'Handley, Co-President  
DOAS Board of Directors

## Darla M. Youngs

3560 State Route 205 • Hartwick, New York 13348 • (607) 293-6092

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*OBJECTIVE: Challenging and rewarding management position in a stable environment – with advancement and growth opportunity – that will enable me to both utilize and expand my current skill set.*

### PROFESSIONAL EMPLOYMENT

■ **Otsego County Conservation Association, PO Box 931, Cooperstown, NY 13326. (607) 547-4488. July 2011 to present**

**EXECUTIVE DIRECTOR.** Concurrently performing all job duties listed below as well as all administrative and managerial duties of the executive director with regard to matters of finance, programs, personnel, buildings and grounds, development, public relations, and special activities. Recently appointed to Otsego County Natural Gas Advisory Committee.

**ADMINISTRATIVE DIRECTOR, October 2008 to July 2011.** Full-time staff for regional environmental nonprofit organization. Hands-on and/or otherwise involved in all aspects of programming. Also directly responsible for all annual fund solicitation materials, public relations (including press releases, advertising, newsletters and eco-bulletins), website development and content, database maintenance and development, graphic design, research, inter-organizational communications, general office duties, materials archiving, grant writing and reporting, event planning, and accounts receivable and payable. Currently representing OCCA on the Earth Festival Steering Committee, Otsego County Water Quality Coordinating Committee (vice-facilitator), Lakes Festival Executive Committee and the Coalition for Citizens Against Unsafe Gas Drilling.

■ **Otsego 2000, PO Box 1130, Cooperstown, NY 13326. (607) 547-8881. May 2006 to October 2008**

**ASSOCIATE DIRECTOR.** One of two full-time staff members employed by regional environmental nonprofit organization. Duties included public relations (press releases, advertising, newsletters and e-bulletins), website development and content, database maintenance and development, graphic design, research, inter-organizational communications, general office duties, materials archiving, grant writing, event planning, and accounts receivable and payable. Also primary staff liaison between Otsego 2000 and the Cooperstown Farmers' Market, for which Otsego 2000 serves as sponsor and administrator. Represented Otsego 2000 on the Earth Festival Steering Committee, Lake Festival Executive Committee, Otsego County Water Quality Coordinating Committee (secretary) and Sustainable Otsego.

**ADMINISTRATIVE ASSISTANT, May 2006 to October 2007.**

■ **Otsego Templeton Publishing Co., Inc., PO Box 890, Cooperstown, NY 13326. November 1997 to May 2006**

**GENERAL MANAGER, March 2001 to May 2006.** Head of independently owned publishing company, products including "The Freeman's Journal" (broadsheet, weekly), "Otsego Times" (tabloid, monthly), "Otsego Book" (tourist-based half tab, annually) and "The Glimmerglass" (tabloid, weekly, seasonal), among other titles. Entirely hands-on in all departments, and on all projects. Responsible for direction of all facets of company operations and staffing, including editorial, production, sales, circulation, and accounts receivable and payable.

**EDITOR, February 2006 to May 2006.** Editor of "Otsego Times" (monthly). Responsible for writing and compilation of publication content, as well as editing.

**PRODUCTION MANAGER, November 1997 to March 2001.** Head of composing room for "The Freeman's Journal," and later for "Otsego Book" and "Otsego Times." Responsible for makeup, layout and design of both editorial and advertising content, as well as for hiring, training, and supervising of related staff and freelance employees.

■ **The Journal Co., Cooperstown, NY 13326. July 1994 to March 1997**

**PRODUCTION DIRECTOR, July 1994 to March 1997.** Head of composing room for two publications, both tabloid in size: "The Journal," a weekly shopper, and the Tri County Motor Club "AAA Traveler," a monthly trade publication. Responsible for make-up, layout and design of both editorial and advertising content, as well as for hiring, training, and supervising of related staff and freelance employees.

**ALSO** head of composing room for "The Freeman's Journal," an award-winning broadsheet published twice weekly, from July 1994 until its temporary demise in July 1996, as well as head of composing for "The Cooperstown Independent," the short-lived successor to "The Freeman's Journal."

**COORDINATOR, Tri County Motor Club "AAA Traveler," May 1996 to March 1997.** Responsible for editorial content of this publication, and liaison between The Journal Co. and the client.

■ **Richner Publications, 379 Central Avenue, Lawrence, NY 11559. (516) 569-4000. December 1990 to July 1994**

**PRODUCTION MANAGER, February 1992 to July 1994.** Head of Production Division, including Production, Art and Commercial departments, for 10 weekly award-winning community newspapers (tabloid), nine shoppers (half-tab), special supplements and commercial work. Responsible for hiring, training and supervising staff of 30-plus, including subcontractors.

**EDITORIAL DESIGN DIRECTOR, March 1991 to February 1992.** Head of Production Department, including Typing and Proofreading departments; staff of nine.

**EDITORIAL DESIGNER, December 1990 to March 1991.** Special page designer for five weeklies.

■ **Weekly News Group, Phillips Plaza, Lynbrook, NY 11563.**

**October 1990 to December 1990**

**MANAGING EDITOR.** In charge of content, layout and design of five weekly newspapers (tabloid); oversaw work of editorial staff of five.

■ **Buy-Lines Press Inc., 2465 Grand Avenue, Baldwin, NY 11510.**

**April 1986 to October 1990**

**EDITOR, December 1989 to October 1990.** Responsible for all phases of editorial content, makeup, layout, design and pasteup for weekly trade publication and special editions; staff of three.

**TYPESETTER, July 1987 to December 1989.** Typeset new, corrected and revised display advertisements. Assisted with pasteup.

**DATA ENTRY, April 1986 to September 1986.** Input reader ads and editorial.

■ **Nassau Pennysaver Publications, Freeport, NY 11520.**

**July 1984 to April 1986**

**EDITOR.** Editor of seven weekly Pennysaver issues (half-tab). Responsible for all phases of editorial content, makeup, layout, design and pasteup.

**ALSO** editor and designer of the "Freeport Advantage," a weekly community newspaper (tabloid), from October 1985 to April 1986.

## **SOLE PROPRIETORSHIPS**

**DMYoungs Design, 3560 State Highway 205, Hartwick, NY 13348.**

**May 1996 to present**

■ **OWNER/OPERATOR.** Self-employed as a graphic designer. Past and present clients including Cooperstown Chamber of Commerce, Otsego Land Trust, Cooperstown Concert Series, Don Olin Realty, Sam Smith's Boatyard, Tri County Motor Club, The Brookwood School, Otsego County Conservation Association, Southside Mall, Delaware County Historical Association, "The Freeman's Journal," Cooperstown Book Nook and Wilber National Bank, among others.

**ALSO** designed, managed and published "Leatherstocking Weekly," a weekly calendar of events-based newspaper, from March 1997 to November 1997 (co-owned with two other individuals).

## **EDUCATION**

Morrisville College, Morrisville, NY. Associate's in applied science degree in journalism technology. Morrisville-Eaton Jr. Sr. High School, Morrisville, NY. Regents diploma, member National Honor Society.

## **ACHIEVEMENTS AND AWARDS**

### **Collegiate**

Editor, Morrisville Chimes, campus newspaper; member, Phi Theta Kappa. Awards: Founder's Award, Gerald Leone Memorial Award, Press Club Achievement Scholarship Award, Gold Key for Outstanding Achievement.

### **Professional**

New York Press Association: 1994, third place, Overall Graphic Design. 1995, first place, Best Advertising Idea: Multi-Advertiser Page; second place, Best Color Ad Created by a Newspaper; three honorable mentions, including Overall Graphic Design and Classifieds. 2002, third place, Circulation Promotion; 2003, first place, Circulation Promotion; 2004, second place, Circulation Promotion; 2005, second place, Circulation Promotion; various other departmental awards.

## **REFERENCES**

Erik Miller, former executive director of Otsego County Conservation Association  
607-724-1327, ext. 212

Polly Renckens, former executive director of the Cooperstown Chamber of Commerce  
315-858-7017

J. Michael Moffat, former owner/publisher, Otsego Templeton Publishing Co., Inc.  
607-547-9573; 547-2543; 547-2511

Stuart Richner, owner/publisher, Richner Communications  
1-516-569-4000

*additional references available upon request*



**Jeffrey O'Handley**  
107 East Hill Road  
Hartwick, NY 13348  
607-293-8375

**EDUCATION: Bachelor of Science, Natural Resources Management (Wildlife Science), Cook College, Rutgers University, May 1987.**

## **PROFESSIONAL EXPERIENCE**

### **Program Director, Otsego County Conservation Association, Cooperstown, NY**

**July, 2013 - present.**

Provide outreach and education that promotes understanding of environmental issues and health, as well as OCCA's mission through Otsego County and region. Duties include coordinating, leading, and promoting nature walks and other public programs; recruiting and training farmers and coordinating efforts with partner organizations on an agricultural plastics recycling program; working with local groups and volunteers to remove invasive species from area waterways; coordinating highway clean-up program; writing educational articles on environmental topics for area newspaper. Provide support to Executive Director and other staff where needed, maintain records and program activity logs, assist with hiring, training and supervision of college interns.

### **Field Services Inspector, Inspection Processing Service, Inc.; Allie Inspection Services, LLC, Hartwick, NY**

**December 2012 - May, 2013.**

Visit properties to verify occupancy status, conduct interior and exterior inspections to assess and document property conditions. Photograph properties, complete and upload forms and photographs with company-provided software in a timely manner.

### **President, Co-owner, Wildlife Learning Company, Inc., Hartwick, NY**

**July, 2003 - January, 2012.**

Oversee operations of family-owned environmental education service provider. Create and teach EE programs for schools, teachers, general public. Responsible for care of permanent live animal collection, and care of rehabilitation wildlife. Supervise marketing efforts. Work closely with partner organizations to develop mutually beneficial programs promoting conservation of our natural environment, including Otsego County School Recycling Support Program, Burn Barrel Biology. Co-develop short and long-term business plan.

### **Environmental Information and Education Consultant, Huntington, NY**

**September 2000 - January 2002.**

Created and taught environmental education programs for various groups including teachers, students, and environmental centers. Prepared interpretive materials, guides, and text for environmentally-themed exhibits and nature trails.

### **Education Department, Central Park Conservancy, New York, NY.**

**October 1992 - September 2000.**

Served in a variety of positions in a department that reached 11,000 + participants per year, with annual operating budget in excess of \$500,000.

### **Director of Education, August 1998 - September 2000.**

Overall supervision of staff, programs and budget. Created department mission, set short and long-term goals in accordance with the Conservancy's strategic planning initiatives. Worked closely with Development office to secure and report on program funding.

### **School Partnership Coordinator, September 1996 - July 1998.**

Recruited school administrators and teachers to participate in School Partnership. Supervised development and implementation of lesson plans and other curriculum materials and managed Partnership Program budget.

**Science Program Specialist, August 1993 - September 1996.**

Developed and provided materials and training for teachers involved in partnership programs with the Conservancy. Wrote text for park visitor center exhibits and educational materials.

**Education Specialist, October 1992 - August 1993.**

Planned and taught Park education programs. Created exhibit with other Department staff.

**Queens College Center for Environmental Teaching and Research, Caumsett State Park, Huntington, NY. February 1988 - October 1992.**

**Associate Director/Education Program Director. January 1991 - October 1992.**

Coordinated residential environmental education programs. Hired, trained and supervised full- and part-time staff of 15. Prepared press releases and brochures for the Center's programs.

**REFERENCES**

Furnished on request



### Education

B.S. Environmental Engineering, Rensselaer Polytechnic Institute

M.S. Environmental Engineering, Rensselaer Polytechnic Institute

### Specialized Training

40-Hour Value Engineering Training

40-Hour OSHA Hazardous Waste Operations

8-Hour OSHA Supervisor Training

Dale Carnegie Management Training

### Professional Organizations

Water Environment Federation

New York Water Environment Association

Manufacturer's Association of Central New York

## Robert M. Palladine, Jr. Senior Principal/Environmental Services

Bob Palladine has more than 35 years of experience in environmental engineering consulting. As a senior principal for C&S's environmental services group, his responsibilities include technical oversight, project development, and management of each of the disciplines within the group. Technical experience includes work involving wastewater treatment, combined sewer overflows, industrial waste-water pretreatment, chemical and petroleum bulk storage, solid and hazardous waste management, state environmental quality review process and regulatory affairs.

### Experience

**Program/Project Management Services:** Deputy program manager for the Camp Dresser & McKee/C&S Joint Venture, providing ongoing program management services to the Onondaga County Save the Rain Program. The program includes more than 30 CSO treatment and conveyance improvement projects with a total project cost of over \$500 million.

**Environmental Planning:** Completion of environmental planning studies, as well as environmental assessment forms, impact studies and regulatory compliance with the State Environmental Quality Review Act under 6NYCPR Part 617.

**Regulatory Affairs:** Provide assistance to corporate, institutional, and governmental clients in the areas of regulatory compliance, permitting, monitoring and reporting.

**Hazardous Waste/Brownfields:** Involved with environmental investigation, design, remediation, and compliance activities for clients within the private, institutional, and government sectors. Developed subsurface investigations programs for soil, sediments, surface water, and groundwater associated with releases of petroleum and chemicals to the environment. Also involved with designing and implementing remediation systems.

**Pretreatment:** Industrial wastewater pretreatment program compliance for industry and municipal pretreatment program administration services.

**Wastewater Treatment:** Facility planning, process evaluation, design and construction administration services for upgrades of municipal sewage treatment systems, specialized experience in solids handling and industrial wastewater pretreatment programs.



## Education

A.A.S., Electrical Engineering Technology, SUNY Canton College of Technology

Continuing Education at Onondaga Community College and Syracuse University

## Registration and Certifications

Professional Engineer, New York

LEED Accredited Professional

## Professional Organizations

The Association of Higher Education Facilities Officers (APFA)

Society for College and University Planning (SCUP)

## Jeffrey L. Robbins, P.E., LEED AP Principal Engineer

Jeff Robbins has 30 years of experience in consulting engineering. His responsibilities include the study, design, quality control, and project management of various electrical and multi-discipline projects. Technical expertise includes site primary electrical distribution, building power distribution, power generation, interior lighting, exterior lighting, energy conservation studies, and value engineering.

## Experience

### Higher Education

**State University of New York College of Agriculture and Technology at Cobleskill, Comprehensive Site Utility Assessment Study, Cobleskill, NY, ongoing**—Electrical distribution evaluation for a 336-acre campus-wide infrastructure study, including aerial photogrammetry and traditional hard shot survey, ground penetrating radar, a full utility condition assessment/evaluation/report (potable, waste, storm, fire protection water, natural gas, steam and condensate, electrical power and lighting, communications, security, fuel systems, landscape, and sustainability implications). Project information will be all combined into one updatable 3D-FIMS database information model. \$739,836.

**SUNY Oswego, Campus-Wide Infrastructure Study, Oswego, NY, ongoing**—Electrical distribution evaluation for a 732-acre campus-wide infrastructure study, including aerial photogrammetry and traditional hard shot survey, ground penetrating radar, a full utility condition assessment/evaluation/report (potable, waste, storm, and fire protection water, natural gas, steam and condensate, electrical power and lighting, communications, security, fuel systems, landscape, and transportation systems), and sustainability implications. Project information will be all combined into one updatable 3D-GIS database information model. \$1.3 million.

**Upgrade Site Electrical Distribution System, SUNY New Paltz, New Paltz, NY, 2010** – Project management and electrical design for the replacement of the campus's site electrical distribution system including new 13.2 KV service, new ductbank and cabling, system reconfiguration to 3 loops, selected transformer and building switchgear replacement, and switchgear building addition. Project is currently under pre-bid review for bidding in early 2011.

**Campus Wide Electrical Distribution Upgrade, SUNY Cortland, Cortland, NY, 2010** – Project management and electrical design for the replacement and upgrade of the campus' site electrical distribution system including upgrade of 115 KV substation, new ductbank and cabling, system reconfiguration to 3 loops, conversion of a portion of the campus from 4,000 V to 13.8 V, selected transformer replacement, road reconstruction, and new substation switchgear building. Project currently on design manual/pre-bid phase.

**Substation Replacement, SUNY Buffalo, Buffalo, NY, 2010**—Project management and electrical design for the replacement of the campus' main electrical substation, including 23 KV switchgear, transformers, secondary switchgear, switchgear building and circuit redistribution. Project includes complex phasing to keep existing substation operation while building new substation on same site.

**Site Electrical Distribution Replacement, SUNY Plattsburgh, Plattsburgh, NY, 2008**—Project management and design for the complete replacement of an existing 4,160 volt site electrical distribution system with a 12.47 kV system on the campus, including the replacement of all ductbanks, manholes cables, and building services entrances, encompassing all buildings on campus. An emergency generator was also installed for a dormitory complex.



**Onondaga Community College Dormitories, Syracuse, NY, 2006**—Project manager for mechanical, electrical, plumbing and life safety disciplines for design-build dormitory project. Project consisted of 500 beds in three-three story buildings. Dormitories consisted of apartment style suites with kitchenettes, living space, and three multi-occupant sleeping rooms. Project was completed within an 18 month period, from start of design to occupancy.

**Site Electrical Distribution Study, SUNY Buffalo, Buffalo, NY**—Project management and planning for a study of the complete primary electrical distribution system, including electrical load profiles, future electrical load projections, system configuration assessment, equipment condition survey, substation size and configuration analysis, utility feeder analysis, and power factor correction analysis. Results of the study will provide both short term and long term master plan for increasing capacity and reliability in a manageable, constructible approach.

**Electrical Distribution System Upgrade and PCB Transformer Replacement, SUNY Oswego, Oswego, NY**—Project management, planning, and design for the complete upgrade of the campuses primary electrical distribution system along with replacement of PCB transformers. Project consisted of new substation, replacement of ductbank system, new 15 KV cables, new primary switchgear, and replacement of all building transformers and secondary switchgear. The primary electrical system replaced a single radial feed at 2,400 volts and 4,800 volts with a multiple loop system at 13.2 KV. Project increased reliability and provided for expansion on campus. Project was completed in two phases.

**Underground Electrical Distribution Replacement, SUNY Potsdam, Potsdam, NY**—Project management, planning, and design for the upgrade of the campuses primary electrical distribution system. Project consisted of new primary electrical switchgear, new 15 KV cables, replacement of several building transformers, and modifications and extension of the ductbank system. The new distribution system replaced a combination of a 4,800 volt loop system and 13.2 KV multiple radial system with a multiple loop system at 13.2 KV, eliminating different delivery voltages to the campus.

**Primary Electrical Distribution Study, Le Moyne College, Syracuse, NY**—Project management and planning for a study to increase the capacity and reliability of the primary electrical distribution system including two independent utility feeders, co-generation system, site distribution upgrades, new primary switchgear, and inclusion of additional buildings to the site electrical distribution system.

**Replace Site Primary Electrical Distribution, Mohawk Valley Psychiatric Center**—Project management, planning design and field inspection for the replacement of site electrical. The initial study recommended phased approach to the upgrade. Phase I included cable replacement, configuration of a multiple loop system and the installation of dual voltage transformers. Phase II provided an increase in service voltage from 4,160 volts to 13.2 KV, dual independent service feeders, new high voltage switchgear and building, adding two new buildings to the system, and a 2,000 KW emergency generator.

**Oswego County Public Safety Center, Oswego, NY**—Project management and electrical design for County's Public Safety Center, including the jail, booking, sheriff's department, 911 center, and courts systems, family services. Electrical design included primary electrical services and other site distribution and lighting.

**Metro-Jefferson Public Safety Facility, Watertown, NY**—Project management and electrical design for the County's Public Safety Facility, including the jail, Combined sheriffs and police department, courts system, and 911 center. Design included a primary distribution system throughout the site and site lighting.



## Education

Bachelor of Science, Chemistry, State University College at Cortland, 1993

## Specialized Training

FHWA Traffic Noise Model Training Course, Harris Miller Miller & Hanson Inc., Continuing Education

ACC/ACI – NA/FAA, Beyond NEPA, 2007 Airport Desk Reference Workshop, Continuing Education

## Professional Organizations

Air and Waste Management Association (AWMA)

## Software Skills

EPA's NonRoad Model

FHWA Traffic Noise Model (TNM)

NYS DOT ROADMAP Program

Microsoft Office

## Christen M. Craig Project Environmental Scientist

Christen Craig joined C&S's environmental service group in 1995. She has more than 18 years of experience with wastewater, solid waste, site contamination, site investigations, environmental assessments and audits, sampling and analysis programs, SPDES monitoring programs, industrial inspections, and permitting. Her responsibilities include coordinating the firm's activities for pretreatment program development and implementation, landfill monitoring programs, NEPA and SEQR compliance, and air and noise modeling and analysis.

## Experience

### Post-Closure Landfill Monitoring and Reporting

**Town of Clay Landfill Post-Closure Environmental Monitoring and Reporting, Town of Clay, Clay, NY, 1995-Present**—Project Manager for post-closure environmental monitoring and reporting at the Town of Clay Landfill. Work consisted of coordinating sampling and analysis programs with approved laboratories, communication with regulatory agencies, interpreting analytical data, preparation of 6 NYSCRR Part 360 post-closure variance documents, completing comparisons with NYSDEC standards and guidance values, completing quarterly landfill inspections and landfill gas monitoring and annual report preparation. Approximate Project Cost: \$23,000 per year.

**Knoxboro Landfill Post-Closure Environmental Monitoring and Reporting, Southwest Oneida County Joint Garbage, Metal, and Refuse Disposal System (SWOCO), Augusta, NY, 1995-Present**—Project Manager for post-closure monitoring and reporting at the Knoxboro Landfill. Work consisted of organizing, tabulating, and interpreting analytical data, completing comparisons with NYSDEC standards and guidance values, preparation of 6 NYSCRR Part 360 post-closure variance documents, quarterly landfill inspection and combustible gas monitoring, communication with regulatory agencies, preparation of semi-annual leachate reports to Oneida County, and annual report preparation. Approximate Project Cost: \$8,000 per year.

**Town of Cicero Landfill Post-Closure Environmental Monitoring and Reporting, Town of Cicero, Cicero, NY, 2010 - present**—Project Manager for post-closure monitoring and reporting at the Town of Cicero Landfill. Work consisted of coordinating sampling and analysis programs with approved laboratories, communication with regulatory agencies, interpreting analytical data, completing comparisons with NYSDEC standards and guidance values, completing annual landfill inspections and landfill gas monitoring and annual report preparation. Estimated Project Cost: \$11,200 per year.

**Village of Solvay Landfill Post-Closure Environmental Monitoring and Reporting, Village of Solvay, Solvay, NY, 2009 - present**—Project Manager for post-closure monitoring and reporting at the Village of Solvay Landfill. Work consisted of coordinating sampling and analysis programs with approved laboratories, communication with regulatory agencies, interpreting analytical data, preparation of 6 NYSCRR Part 360 post-closure variance documents, completing comparisons with NYSDEC standards and guidance values, completing semi-annual landfill inspections and landfill gas monitoring and semi-annual report preparation. Approximate Project Cost: \$20,000 per year.



**Orange County Landfill Post-Closure Environmental Monitoring and Reporting, Orange County Department of Public Works, Division of Environmental Facilities and Services, Goshen, NY, 1995-2011**—Project Manager for post-closure monitoring and reporting at the Orange County Landfill. Work consisted of organizing, tabulating, and interpreting analytical data, completing comparisons with NYSDEC standards and guidance values, coordinating sampling and analysis programs, preparation of 6 NYCRR Part 360 post-closure variance documents, communication with regulatory agencies, preparation of isopleths maps using Surfer 8 Contouring and 3D Surface Mapping for Scientist and Engineers, and annual report preparation. Approximate Project Cost: \$44,500 per year.

**Skaneateles Landfill Post-Closure Environmental Monitoring and Reporting, Town of Skaneateles, Skaneateles, NY, 2007-2009**—Project Manager for post-closure monitoring and reporting at the Town of Skaneateles Landfill. Work consisted of coordinating sampling and analysis programs with approved laboratories, communication with regulatory agencies, interpreting analytical data, completing comparisons with NYSDEC standards and guidance values, completing annual landfill inspections and landfill gas monitoring and annual report preparation. Estimated Project Cost: \$11,400 per year.

### **Pretreatment Program Development and Implementation**

**Orange County Sewer District No. 1 – Harriman Sewage Treatment Plant Pretreatment Program, Orange County Department of Public Works, Division of Environmental Facilities and Services, Orange County, NY, 2005-Present** - Program Administrator for development and implementation of the Harriman Sewage Treatment Plant Pretreatment Program. Work consisted of development of sewer use laws, enforcement response plans, and industrial wastewater discharge permits; as well as industrial and treatment plant monitoring, headworks analysis, and comprehensive industrial wastewater survey. Approximate Project Cost: \$36,000 per year.

**Village of Mexico Wastewater Treatment Plant Mini-Pretreatment Program, Village of Mexico, Mexico, NY, 2009** – Project Manager for the development and implementation of the Village of Mexico Sewage Treatment Plant Mini-Pretreatment Program. Work consisted of updating the Village of Mexico Sewer Use Law, developing an enforcement response plan and industrial wastewater discharge permits; as well as industrial and treatment plant monitoring and industrial surcharge calculations. Approximate Project Cost: \$5,000.

**Binghamton-Johnson City Joint Sewage Treatment Plant Pretreatment Program Implementation, Binghamton-Johnson City Joint Sewage Board, Binghamton, NY, 1995-2005** – Program Administrator for the implementation of the BJCJSTP Pretreatment Program. Work consisted of industrial inspections, issuance and renewal of industrial wastewater permits, self monitoring report review, compliance and noncompliance correspondence, annual pretreatment audits, comprehensive industrial wastewater surveys, annual reporting, and on-call technical assistance. Approximate Project Cost: \$50,000 per year.

### **Air and Noise Modeling**

**D025401; PIN 3045.55: Route 104, George Street to Kocher Road, City of Oswego, NYSDOT Region 3, 2008**—Work consisted of completing a mesoscale emission analysis. The analysis was done for volatile organic compounds (VOC), carbon monoxide (CO), and oxides of nitrogen (NO<sub>x</sub>). The mesoscale emission analysis computations were based on the United States Environmental Protection Agency's (USEPA) MOBILE 6.2 emission model. This information resulted in a relative comparison of the project's effect on regional air quality. Estimated Construction Cost: 7.6 million.

**D213271; TAS 08-1: Pavement Reconstruction, Mileposts 289 to 304, Syracuse Division, NYS Thruway Authority, 2005**—Work consisted of completing a mesoscale emission analysis. The analysis was done for volatile organic compounds (VOC), carbon monoxide (CO), and oxides of nitrogen (NO<sub>x</sub>). The mesoscale emission analysis computations were based on the United States Environmental Protection Agency's (USEPA) MOBILE 6.2 emission model. This information resulted in a rela-



tive comparison of the project's effect on regional air quality. Estimated construction cost: \$132 million.

**D010283; PIN 3037.56: Route 31 Reconstruction/Widening and Bridge Replacement over Seneca River at Belgium, Onondaga County, NYSDOT Region 3, 2000**—Work consisted of completing both Microscale and Mesoscale air quality analyses. The mesoscale emission analysis was done for volatile organic compounds (VOC), carbon monoxide (CO), and oxides of nitrogen (NO<sub>x</sub>). This information resulted in a relative comparison of the project's effect on regional air quality. As part of the microscale air quality analysis, modeling of existing and future vehicle carbon monoxide emissions were performed along the project corridor. Estimated construction cost: \$20 million.

**D025401; PIN 3045.55: Route 104, George Street to Kocher Road, City of Oswego, NYSDOT Region 3, 2008**—Work consisted of completion of a noise study in accordance with New York State regulations using the FHWA Traffic Noise Model (TNM), Version 2.5. Tasks included determining existing land use and FHWA Noise Abatement Criteria levels to be applied; measurement of existing noise levels; prediction of existing and future noise levels; assessment of noise impact; examination and evaluation of noise abatement measures; identification of activities or land uses affected by construction noise; and recommendation of measures to minimize adverse construction noise impacts. Project Cost: \$Estimated Construction Cost: 7.6 million.

### Environmental Site Assessments

**Phase I ESA, Operation Oswego County, Inc., Oswego, NY, 2011**—Phase I Environmental Site Assessment on a commercial property located in the Town of Oswego, New York, which was performed consistent with the American Society for Testing and Materials (ASTM) E1527–05, *Standard Practice for Environmental Site Assessments – Phase I Environmental Site Assessment Process*. Tasks included site visits, review of regulatory databases, review of historical aerial photographs and sanborn fire insurance mapping, owner interviews, and report preparation. Approximate Project Cost: \$5,300.

**Phase I ESA, Central New York Regional Transportation Authority, Syracuse, NY, 2008**—Phase I Environmental Site Assessment on a commercial property located in the City of Syracuse, which was performed consistent with the American Society for Testing and Materials (ASTM) E1527–05, *Standard Practice for Environmental Site Assessments – Phase I Environmental Site Assessment Process*. Tasks included site visits, review of regulatory databases, review of historical aerial photographs and sanborn fire insurance mapping, owner interviews, and report preparation. Project Cost: \$6,500.

**Phase I ESA, North Syracuse Central School District, Syracuse, NY, 2007**—Phase I Environmental Site Assessment on a commercial property located in North Syracuse, which was performed consistent with the American Society for Testing and Materials (ASTM) E1527–05, *Standard Practice for Environmental Site Assessments – Phase I Environmental Site Assessment Process*. Tasks included site visits, review of regulatory databases, review of historical aerial photographs and sanborn fire insurance mapping, owner interviews, and report preparation. Project Cost: \$7,000.

**Phase I ESA, Oneida Indian Nation, New York, 2006–2007**—Phase I Environmental Site Assessment on 17,000 acres of Oneida Indian Nation properties, which was performed consistent with the American Society for Testing and Materials (ASTM) E1527–00, *Standard Practice for Environmental Site Assessments – Phase I Environmental Site Assessment Process*. Responsibilities included review of regulatory databases, review of historical aerial photographs and sanborn fire insurance mapping, and report preparation. Total Project Cost: \$600,000.

### National Environmental Policy Act (NEPA) Compliance

**Detroit Metropolitan Wayne County Airport Deicing Fluid Force Main Project, Detroit Metropolitan Wayne County Airport Authority, Detroit, Michigan, 2009**—Prepared an environmental finding of categorical exclusion consistent with Federal Aviation Administration (FAA) Order 5050.4B, “National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions,” and FAA Order 1050.1E, “Environmental Impacts: Policies and Procedures”. Responsibilities included addressing potential impacts relating to air quality, archaeological, biotic communities, coastal resources, compatible land use, construction impacts, endangered species, energy supply and





natural resources, environmental justice, farmland, migratory bird treaty act, floodplains, hazardous materials, historic resources, natural resources, noise, parks and public lands, surface transportation, wetlands, wild and scenic rivers, and water quality. Total Project Cost: \$9,481.

**New Downtown Common Center, Central New York Regional Transportation Authority, Syracuse, New York, 2007**—Prepared a NEPA documented categorical exclusion consistent with 23 CFR 771.117(d). Responsibilities included addressing potential impacts relating to air quality, traffic, historic resources, noise, vibration, acquisition and relocations, hazardous materials, community disruption and environmental justice, wetlands, floodplains, threatened and endangered species, water quality, coastal zones, navigable waterways, safety and security and construction. Total Project Cost: \$13,500.

**Various Airport Development Projects, Categorical Exclusion Documents, New York, New Jersey, Ohio, and Pennsylvania, 2007-Present**—In accordance with the National Environmental Policy Act, Ms. Craig assists in coordinating the firm's activities for environmental assessment and categorical exclusion documents for airport development projects. Ms. Craig has authored numerous categorical exclusion documents since the creation of the Federal Aviation Administration's Environmental Evaluation Forms. These forms have been prepared for more than 30 airports in New York, New Jersey, Ohio, and Pennsylvania.



## Education

Syracuse University, Bachelor of Science in Electrical Engineering

## Registration and Certifications

Professional Engineer:  
California  
Colorado  
Massachusetts  
Michigan  
New York  
North Carolina  
Rhode Island  
Texas

FERC Standard of Conduct  
– IUSA

NERC CIP – IUSA

## Memberships

Institute of Electrical and Electronic Engineers  
IEEE™

Power and Energy Society  
PES

## Douglas Obrist, P.E. Principal Engineer

Doug is a principal engineer at C&S. He has more than 24 years of experience in electrical engineering with considerable expertise in both design and construction management. The major portion of his career has been devoted to the design of electrical systems for industrial, healthcare, educational, commercial, and municipal projects. He has expertise in electrical power systems, including medium voltage power distribution, data centers, systems analysis, short circuit, coordination, arc flash studies, and instrumentation design.

## Experience

**Utility Substation 23 – New Downtown Source** - Worked as an extension of staff with Rochester Gas and Electric to provide electrical engineering support for the Station 23 project. Station 23 is located in downtown Rochester, NY. It contains the following equipment: 4 sections of 11.5kV AIS, 4 x 11.5kV grounding transformers, 2 x 115kV / 11.5kV three winding transformers, 1 x 11.5kV Phase Shifting Transformer, Transmission pipe type cable Circuits 901 and 920 feed into the two transformers. Circuit 901 is connected to Station 33 and Mortimer (NG) while Circuit 920 is connected to Station 42. Work at remote stations including Station 42, Station 137, and Station 33 is necessary to meet the program requirements. Station 23 is to be rebuilt and expanded on the same footprint. The entire electrical infrastructure for power and transmission distribution within the building needs to be replaced. This includes the AC and DC systems. The major equipment needed for upgrades in Station 23 includes:

- Four sections of 11.5kV Gas Insulated Switchgear (GIS) with protection and control
- Two sections of 34.5kV GIS with protection and control
- 115kV double bus GIS, with separate protection and control.
- Two 115/11.5kV three winding transformers
- Two 115/34.5 kV three winding transformers

In order to accommodate the changes in Station 23, additional work is necessary in remote stations. This includes the following:

- **Station 42:** Install a 115kV phase shifting transformer. Provide new Protection and Control (P&C) equipment in East Control House, and related control cables.
- **Station 137:** Install the 11.5kV PST from Station 23 and make the connections to existing feeders. Provide 2 new 34.5kV transmission lines, 802 and 803, from Station 23 terminating in existing switchgear positions.
- **Station 33:** Provide a 115kV Disconnect Switch on Line 901 at Station 33, such that the UG portion of Line 901, between Stations 23 and 33, can be isolated from the OH portion of Line 901, between Station 33 and Mortimer Station.
- **Line 901:** Replace the OH transmission from Mortimer to Station 33 and the UG pipe type cable portion of Circuit 901 from Station 33 to Station 23.
- **Fiber Optics:** Additional fiber runs between several stations are necessary to accommodate a SONET ring. This will provide the necessary paths for this and future anticipated projects.



**Village of Frankfort** — Project Manager and Lead Electrical Engineer for the upgrades to the Village's 46kV substation to accommodate 5kV circuit breaker modifications. Designed a new 5kV overhead distribution feeder, approximately one mile to the future Industrial Park #2.

**Roswell Park Cancer Institute – CCC Building Medium Voltage Generator** – Project Manager and Lead Electrical Engineer for electrical engineering design and construction administration phase services for the new 2MW medium voltage (4160V) diesel generator, associated 5kV distribution feeders, transfer switches and switchgear at the Roswell Park Cancer Institute (RPCI).

**Cayuga Correctional Facility – Replace Switchgear** – Project Manager and Lead Electrical Engineer for electrical engineering design and construction administration phase services for the Replacement of 15kV Switchgear and modifications to the 15kV distribution system at the Cayuga Correctional Facility in Moravia, NY.

**Riverview Correctional Facility – Replace Switchgear** – Project Manager and Lead Electrical Engineer for electrical engineering design and construction administration phase services for the Replacement of 15kV Switchgear and modifications to the 15kV distribution system at the Riverview Correctional Facility in Ogdensburg, NY.

**Utica Aud – Upgrade Electrical System** – Project Manager and Lead Electrical Engineer for electrical engineering design services for the replacement of the main electrical system at the Utica Memorial Auditorium and connection to utility network system.

## Electrical Design Experience Prior to C&S

Prior to joining C&S in 2010, Doug has managed and been the lead electrical engineer on various electrical substation and distribution projects, including the following:

**Owl Wire, Rome, New York**—Project manager and lead engineer responsible for the design to replace the 12.47kV normal power switchgear and transformers associated with the main service entrance. The existing main service was fed from a privately owned 115kV substation to three separate banks of oil filled transformers. A new 13.8kV service, originally from the utility company, was designed and constructed. Provided commissioning services to witness the testing of the new electrical equipment and provide a report to the client.

**Cornell University College of Agriculture & Life Sciences Teaching and Research Center, Harford, NY** Study for condition survey and engineering appraisal Coordination/Short Circuit/Arc Flash study for medium and low voltage electrical systems including 15kV nominal overhead systems, related metalclad switchgear, and all secondary substations and pole mounted services, all secondary switchboards and breakers with an arc flash hazard higher than class 0.

**GE Sediment Processing Facility, Fort Edward, New York**—Project management and electrical design for the 34.5 kV substation with 10 MW of power and 13.2kV distribution for the processing facility. Designed new 13.2 kV feeder ductbank system with loop switches for the facility. Designed electrical services to all of the buildings on site from the loop system. Also designed electrical distribution from the utility to various buildings remote from the site.

**New York State Office of General Services, 34.5kv Transformer, Empire State Plaza, Albany, NY** – Project manager and lead electrical engineer for design to replace an existing 34.5kV 20 mVA transformer. Design included modifications to existing feeders to accommodate removal and reinstallation of transformer to its original location.

**State Office Building, Campus Substation Upgrade, Albany, NY** – Engineering Study and design for the expansion of its 115kV electrical substation to serve SEMATECH, the SUNY Albany campus, and the W.A. Harriman State Office Campus. Analyzed, inspected, and designed a Phase I substation upgrade including a motor operated disconnect, circuit switch, 15/20/25 mVA transformer, and metal clad switchgear lineup with 15 kV circuit breakers.

**Masonic Home Facility, Utica, NY** - Project manager and lead engineer for the electrical design study for the condition survey and engineering appraisal study for medium and low voltage electrical



systems at the Masonic Home Facility. The system included electrical service metal clad switchgear, 15kV nominal underground systems, pole mounted services, building switchgear, all secondary switchboards, and breakers with an arc flash hazard higher than class 0. Information was obtained to model the electrical distribution system in SKM power tools in order to provide a report of the short circuit, coordination, and arc flash values.

**Cornell University College of Veterinary Medicine, Schurman Hall, Ithaca, NY** - Project manager and lead engineer for the electrical design to replace the normal power switchgear and transformer associated with the main service entrance, replace the emergency power generator, and increase the capacity of the emergency power distribution system. Key design elements included removing the building from the 2.4kV power system and connect to the 13.2kV power system, New 15kV Loop Switch, Switchgear and 1000 kVA Transformer to serve the building via a ductbank system. New switchgear designed with Zone Selective Interlocking Circuit Breakers to feed various normal and emergency loads in. The project also included a replacement generator and a Coordination/Short Circuit/Arc Flash model.

**Camp Smith Switchgear Replacement, Cortlandt Manor, NY** – Project Manager and Lead Electrical Engineer for Study and Design of a medium voltage service and distribution system for a military campus. Design included a metal enclosed switchgear line up to replace the outdated medium voltage metal clad switchgear. Designed a new loop system and upgraded services to various buildings, Additional ductbanks and feeders were designed for future upgrades.

**Time Warner Cable, Upstate New York Regional Data Center, Syracuse, NY** – Project Manager and Lead electrical Engineer for the installation of a large data center, including a new electrical service. New 13.2 kv electrical service designed for the data center with metal enclosed switchgear and 1500 kva substation transformers. The backup power consists of synchronized 1500kw generators. Provided a Coordination/Short Circuit/Arc Flash model was produced for this project.

**National Grid, Main Service and Generator Replacement, Albany, NY** - Project Manager and Lead electrical Engineer for the Study and design for the replacement of the electrical service to the North Albany Complex. New 15kV switch and transformer to replace metal clad switchgear and transformers. New 208 volt switchgear and feeders within the building to replace existing electrical service equipment. Provided a Coordination/Short Circuit/Arc Flash model for this project.

**Watertown Correctional Facility Electric Service Replacement, Watertown, NY** - Project Manager and Lead electrical Engineer for the Designed of the medium voltage electrical service to replace the outdated medium voltage electrical service. Design included a combination of new metal clad switchgear and metal enclosed switchgear to accommodate the 4160v service and an existing 4160v generator.

**Mt. McGregor Correctional Facility, Wilton, NY** - Project Manager and Lead electrical Engineer for the Study to evaluate the existing distribution system which consists of medium voltage switchgear, generators, overhead and underground distribution both in ductbanks and tunnels.



## Education

Bachelor of Engineering,  
University of Maine, 1998

## Registration and Certifications

Professional Engineer NYS,  
2010

Certified Energy Manager  
Accredited, 2001

## James Olcott, P.E., CEM Energy Group Manager

Jim Olcott has nearly 20 years experience in the energy sector. His expertise includes identifying, developing, and implementing energy conservation and generation projects. Jim provides commodity consulting services to clients, advising on traditional and renewable procurement strategies. He has led the development of millions of dollars in cost savings projects including engineering, financing, and contract structuring. Jim has directed teams of engineers while conducting hundreds of energy audits throughout the country. Jim is a current board member for Syracuse University's Center of Excellence which focuses on clean and renewable energy and serves on the Board of Advisors for Utility Solar, which works to develop a utility scale solar generation system.

## Experience

**SUNY Cobleskill Energy Analysis, Cobleskill, NY, 2010**—Analyzed the benefit of eliminating a central steam station which supplies the entire campus with a new high efficiency hydronic system. Options considered included a centralized and decentralized condensing systems.

**University of Rochester Lattimore Hall, Rochester, NY 2010**—Principal in Charge of an ASHRAE Level III energy audit in accordance with NYSERDA's FlexTech program on a 70,000 square foot administrative office building with an induction HVAC system. Measures investigated related to HVAC control system upgrades, mechanical equipment replacements, and lighting. eQuest was used to evaluate the potential energy savings associated with each of these measures.

**Finger Lakes Community College Energy Audit, Canandaigua, NY 2010** – Principal in charge of an energy audit in accordance with NYSERDA's PON 4 program on a 312,000 square foot community college. The primary purpose of this audit was to lay the ground work for a full retro-commissioning process. Developed measures including: implementing warm-up mode, mixed air temperature setpoint correction, bathroom exhaust fan occupancy sensors, demand control ventilation, and a wind turbine assessment.

**Ulster County Energy Audit, Kingston, NY, 2010**—Led an energy engineering team through the auditing of all of the county's buildings. The effort resulted in the identification of over \$5 million dollars worth of cost savings measures with an average payback of 6yrs.

**International Wire Energy Analysis, Camden, NY, 2010**—Completed the analysis of a new 16 wire draw machine capable of improving the electric consumption of the process by 21%. The effort also resulted in improvements to the production time and labor effort associated with the creation of the finished product.

**Crucible Industries Energy Performance Analysis, Solvay, NY, 2010**—Quantified the performance improvements of a new cooling water pumping variable frequency drive system. The resulting product had a 10 month payback without any incentive dollar consideration.

**Central Square School District Energy Audit, Central Square, NY, 2010**—Conducted the energy audit of seven district buildings. The effort identified HVAC, building envelope and renewable generation options.

**Monroe County Energy Coach Contract, Rochester, NY, 2006**—Designed and implemented an energy coach contract with the county to manage and strategically reduce the county's 500 plus utility accounts.



*The following projects were completed as an employee of a previous firm.*

**New York University, New York, NY, 2009**—Implementation of one full time CHP facility manager capable of training existing employees and adhering to pre-established key performance indicators for a 12 MW system consisting of two CT and one back pressure steam generator.

**Large Commercial Client, New York, NY, 2009**—Implementation of gas turbine maintenance staff to maintain a 5.5 MW solar turbine in mid-town Manhattan.

**Northeast Biomass, Fulton, NY, 2008**—Successfully developed and negotiated the Power Purchase Agreement for a \$140 million dollar biomass facility

**Syracuse University, Syracuse, NY, 2008**—Developed, organized and selected to perform a carbon reduction program for the university's adherence to American & University Presidents' Climate Commitment.

**Loretto Nursing Home Energy Reduction Program, Syracuse, NY, 2008**—Developed a \$5 million dollar energy reduction program which provided \$250,000 of annual net benefits during a 10-year program. Obtained facility and board approval as well as negotiated the final contract.

**Onondaga Community College, Syracuse, 2008**—Developed, organized, and selected to perform a carbon reduction program for the university's adherence to American & University Presidents' Climate Commitment.

**Cortland Memorial Hospital, Cortland, NY, 2007**—Negotiated and organized the re-commissioning of a 5 MW generation facility. Assigned facility manager to oversee the operation of the facility.

**Sheland Farms, Adams, NY, 2006**—Negotiated and developed the installation of a 150 kW dairy farm anaerobic digester. Contract included a twelve year service agreement with annual performance guarantees.

**Oneonta YMCA, Oneonta, NY, 2006**—Developed a \$2 million dollar energy reduction program which leveraged incentive dollars with not-for-profit funding sources. Obtained facility and board approval and negotiated final contact.

**Industrial Experience, Multiple Locations, 2000-2005**—Jim conducted industrial audits at the following companies throughout the country; Corning, Quebecor, BAE, Lockheed Martin, Ford, Anheuser Busch, Bristol Myers Squibb, Owens Corning, Suiza Foods, Polaroid, Tyco Healthcare and Finch Paper. This activity included the identification of energy reduction opportunities, the quantify of opportunity impact, schematic design, and client presentation and approval. The activities for the clients listed involved 70 industrial sites.

**GSA Experience, 2001**—Jim evaluated six GSA facilities in the Northeast for the potential of CHP. This work was coordinated through the GSA facilities group in Boston, MA. The sites included the Coast Guard building in downtown Boston and VA hospitals at Brockton, Bedford, Jamaica Plains, West Roxbury, and White River Junction. The Coast Guard building investigation resulted in the installation a 30kW roof mounted PV system and a dozen additional conservation measures.

**DOE Experience, 1995-1998**—Jim conducted over fifty energy audits throughout the state of Maine for the Industrial Assessment Center at the University of Maine at Orono.



## Education

A.A.S. Environmental Technology, SUNY Morrisville, 2003

B.S. in Environmental Science, Cazenovia, 2005

## Professional Organizations

NYS Wetlands Forum, Inc.

## Justin R. Strong Environmental Scientist

Justin is responsible for environmental and ecological assessments including wetland delineations, and rare and endangered species reviews for real-estate transactions, construction projects and right-of-way acquisition. In addition, Justin provides services related to environmental permits including wetlands mitigation planning and design.

## Experience

**Livingston Avenue Railroad Bridge over the Hudson River, Albany and Rensselaer Counties, New York, Ongoing**—Co-authored an environmental assessment for the replacement of the Livingston Avenue Bridge. The EA reviewed potential impacts to the Hudson River and the surrounding area, associated with construction of a new bridge. The EA is currently in its draft stage, but upon completion will co-author the final environmental assessment. Construction cost: \$102 million.

**New Cingular Wireless PCS, LLC, AT&T Mobility Corporation Fremont Fiber Optic Line, Town of Marcy, Onondaga County, New York, Ongoing**—Lead project scientist for the wetlands delineation and wetlands permitting for the construction of a underground fiber optic line in the Town of Marcy. Performed wetlands delineation using GPS equipment and prepared wetlands delineation report. Prepared joint permit application for state and federal approvals. Construction cost: \$100,000.

**Dickerson St. Bridge over Onondaga Creek, City of Syracuse, Syracuse, New York, Ongoing**—Lead project scientist for the wetlands delineation and threatened and endangered species review, and permitting for the construction of Dickerson St. Bridge in the City of Syracuse. Performed environmental site overview and prepared correspondence letters to state and federal agencies. Co-authored the chapter 4 environmental section of the draft final design report. Construction cost: \$500,000.

**Eaton Rd. over Electric Light Bridge, Madison County, Eaton, New York, Ongoing**—Lead project scientist for the wetlands delineation and threatened and endangered species review, and permitting for the construction of Eaton Road in the Town of Eaton. Performed environmental site overview and prepared correspondence letters to state and federal agencies. Co-authored the chapter 4 environmental section of the draft final design report. Construction cost: \$900,000.

**Truxton-Tully Road Reconstruction, Cortland County, Truxton, New York, Ongoing**—Lead project scientist for the wetlands delineation and threatened and endangered species review, and permitting for the reconstruction of Truxton-Tully Road in Truxton. Performed preliminary wetland delineation with a full delineation to be done in the Spring of 2012. Will be co-authoring the chapter 4 environmental section of the draft final design report as well as preparing state and federal permits. Construction cost: \$4 million.

**North/South Arterial (Rtes. 5, 8, 12), NYSDOT, City of Utica, New York, Ongoing**—Assisted with preliminary design of alternatives for public meetings. Performed preliminary environmental screening for wetlands and threatened and endangered species. Performed field survey of possible threatened and endangered species habitat within the project area. Co-authored chapter 4 of the environmental assessment. Construction cost: \$65 million.

**Utica Rome Expressway Wetland Mitigation, NYSDOT, Town of Marcy, New York, 2010**—Designed and oversaw construction of 13 acres of wetland mitigation that resulted from the construction of Utica Rome Expressway (Rt. 49). Construction cost: \$650,000.



**Culverts Project 12, NYSDOT, Madison, Hamilton, Fulton Counties, New York, 2010**—Lead project scientist for the wetlands delineation and threatened and endangered species review and permitting for the reconstruction and rehabilitation of culverts at multiple locations throughout NYS. Performed wetland delineation and project screening for threatened and endangered species. Co-authored chapter 4 environmental section of the final design report. Construction cost: \$1,200,000.



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## C&S Companies

Since 1968, the C&S Companies have earned a solid reputation for quality engineering, architecture, planning, environmental, and construction services. Clients across the country trust C&S to deliver successful projects time and time again. Our diverse group of professionals specializes in meeting multi-disciplined challenges, working as a team to seamlessly complete both routine and complex projects. We work together to design, enhance, conserve, and protect the world around us.

### Resources

Our staff of more than 400 has the expertise to handle almost any challenge. The professionals at C&S know that your needs and concerns should always be at the forefront. The diversity of our abilities is unique in our industry, enabling us to support an incredible range of project types and specialties. We can streamline the delivery of even the most complicated multi-discipline projects by drawing on our significant in-house resources. Our experts support each other by collaborating on projects, combining their knowledge to deliver the best solutions to each client. This internal partnership means that we are as proficient at handling complex, multimillion-dollar projects that require myriad services as we are at small projects

involving only one specialty. Project management and production groups coordinate projects from inception through construction, enabling us to provide a continuity of service that our clients rely on. C&S uses state-of-the-art equipment, and the latest technologies to deliver tomorrow's solutions to you today.

### Services

C&S works for local, state, and federal governments; the private sector; industry; developers; and the military. We support projects throughout the United States and the world with a diverse set of services:

- Aviation
- Building information modeling
- Civil infrastructure
- Construction and program management
- Construction/design-build
- Energy
- Environmental
- Facilities
- GIS / information management
- Land use and market strategies
- Landscape architecture
- Planning
- Sound attenuation
- Sustainable/green design
- Transportation



Contact:  
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 sstamps@cscos.com  
 (315) 455-2000

# Environmental

At C&S, we believe that people should be stewards for the environment, so we look for innovative and sustainable approaches to environmental consulting. Our multidisciplinary staff of environmental engineers, geologists, and scientists provides comprehensive engineering and consulting services in all phases of environmental management. Our successful track record includes projects for utility companies, industrial/manufacturing, higher education, K-12 schools, private developers, and municipalities.

Our environmental services are diverse and comprehensive. Our highly trained team of professionals provide services related to asbestos, wastewater, water supply, air quality, hazardous waste, regulatory assistance, site remediation, environmental audits, and solid waste management.

## Air Quality

- Regulatory compliance reviews
- Permitting
- Air quality modeling
- Emissions testing
- Compliance planning
- Compliance actions
- Design of pollution control systems

## Building Demolition, Selective Demolition, and Renovations

- Asbestos-containing materials, lead-based paint, polychlorinated biphenyls, microbial growth, and universal waste surveys
- Mitigation design
- Monitoring of handling, transportation, and disposal of hazardous materials

## Hazardous Waste

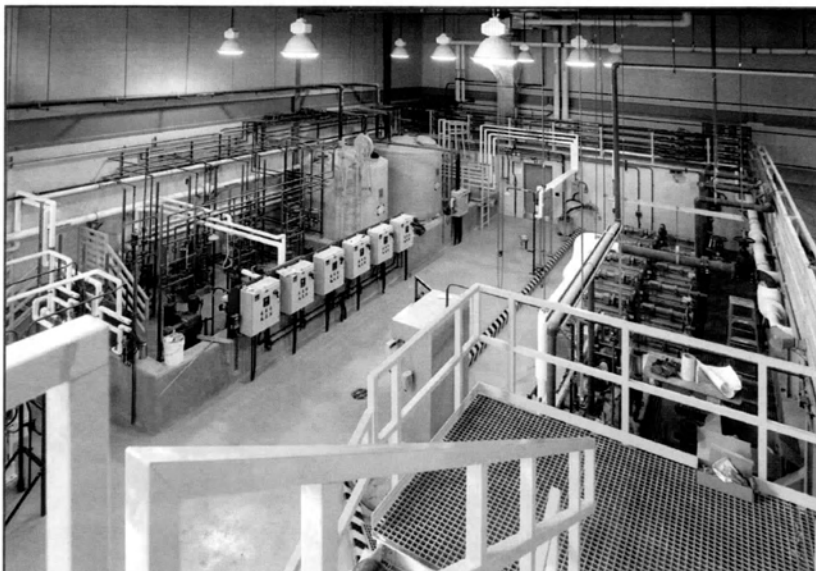
- Hazardous waste management program development
- Employee training programs
- Development of contingency plans and waste tracking systems

## Oil, Petroleum, and Chemical Storage

- Code compliance
- Plans, reports, studies, etc.
- Communication with regulators
- License and permit applications
- Preparation of plans and specifications
- Federal SPCC plans and oil spill contingency plans
- NYSDEC PBS and CBS registrations, and CBS spill prevention reports

## Site Investigations

- Phase I/II environmental site assess-





ments

- Subsurface investigations
- Soil vapor investigation
- Environmental forensics
- Assessment and implementation of remedial technologies
- Compliance audits
- Environmental impact statements

### Solid Waste Management

- Consent order negotiation assistance
- Monitoring well installation and abandonment
- Closure investigation reports, closure design, and construction services
- Post closure landfill monitoring
- Remedial closure design, construction administration, and construction inspection

### Wastewater

- Evaluations and design of new treatment facilities and improvements to existing facilities
- Renewing or obtaining permits
- Comprehensive performance evaluations

- Development of pretreatment programs
- Installation of pilot treatment facilities
- General assessment of facilities

### Water Supply and Treatment

- Water supply infrastructure
- Water supply permitting
- Intake design
- Zebra mussel control
- Distribution system modeling
- Pipeline design and river crossings
- Water storage tanks
- Pumping stations

### Wetlands and Ecological Services

- Wetland and waterway delineation reports and surveys
- Jurisdictional determinations
- Threatened and endangered species screenings and surveys
- Environmental assessment and impact analysis
- Permit acquisition
- Mitigation and monitoring reports
- Mitigation design
- Post-construction mitigation monitoring

### Wildlife Hazard Management

- Wildlife hazard assessments
- Wildlife hazard management plans
- Wildlife hazard management training
- Staff education and information

Contact:  
 Jim Olcott, P.E., CEM  
 jolcott@cscos.com  
 (315) 455-2000

## Energy

With soaring energy prices showing no sign of abating, facilities are looking for the most economical means possible to reduce their energy costs. At the same time, environmental regulations and a trend toward sustainability are pushing energy efficiency into the forefront. C&S works with clients to meet their energy and operational efficiency needs through customized turnkey partnering programs. By assembling a team of diverse experts, we can address operating costs, sustainability, occupant education, safety, and comfort.



C&S knows that older or poorly maintained facilities can quickly drain budgets. Significant opportunities exist to make even the oldest buildings more energy efficient and healthier for occupants. Our diverse staff help clients realize cost savings and efficiency improvements—from planning and funding through design and construction.

C&S is an Energy Star partner and a NYSERDA FlexTech contractor, which gives us the ability to bench-

mark energy use against similar facilities and start our clients on the road of making facilities LEED certified, an Energy Star facility, or both.

C&S can assist you in understanding opportunities and alternatives for providing energy-efficient and environmentally responsible sustainable designs and construction. Our LEED accredited professionals and certified energy managers represent all design disciplines, including architectural, structural, mechanical, electrical, plumbing, site/civil, environmental, and

construction. Our team has been involved in the design, commissioning, construction management and LEED certification on sustainable projects for higher education, K-12 schools, commercial facilities, and institutional projects. C&S is also a member of the U.S. Green Building Council.

- Comprehensive energy modeling
- Energy auditing/measurement and verification
- Life cycle costing and economic analysis
- Waste heat recovery and reuse
- Utility usage optimization
- Energy management systems and controls
- Commissioning
- Alternative energy
- Co-generation
- LEED administration and consulting
- Supply consulting construction management for energy projects
- Mechanical contracting
- Web-based facilities management
- Funding assistance
- Utility bill evaluation
- Energy Star benchmarking
- Company partnering

**Contact:**

Maureen Clegg, P.E., LEED AP  
 mclegg@cscos.com  
 (315) 455-2000

# Facilities

Whether your project involves new building design, rehabilitation, renovation, or expansion, C&S's staff delivers the right mix of services for facility projects. Our professional architects, engineers, and other experts design a variety of facility types for a wide range of markets, including higher education, K-12 schools, military, industrial/manufacturing, airports, municipalities, and state and federal agencies.



## Architecture

Our architects work hand-in-hand with our engineers to deliver complete project solutions. In addition to new building or renovation projects, our team assists with programming, conceptual design and feasibility studies, three-dimensional computer rendering, code analysis, building envelope restoration, historic preservation, and construction administration and inspection. Our staff are involved from the evaluation and planning stages through design, development of contract documents, and construction administration.

## Engineering

C&S's strength is the knowledge and experience we bring into the design and

solution of each project. Our 45 years of experience, combined with our professional staff's educational background and advanced technical training, allows us to provide a broad range of engineering services.

- Mechanical
- Electrical
- Plumbing
- Structural
- Energy
- Building condition assessments
- Building environmental remediation
- Facilities information management systems
- Life safety, fire, security, and communication
- Telecommunications and special systems

## Sustainability

C&S also has dozens of LEED-accredited professionals who are skilled in integrating green building technology into almost any type of project. Our sustainability experts cover every discipline, including architecture, energy, electrical, mechanical, structural, landscape architecture, planning, environmental, construction, construction management, public outreach, and more.

Contact:  
John Trimble, P.E. LEED AP  
jtrimble@cscos.com  
(315) 455-2000

# Industrial Services

C&S has a dedicated group of engineers, architects, and construction staff devoted to the industrial market. Our in-house experience encompasses mechanical, HVAC, electrical, structural, architectural, plumbing, fire protection, communication, security, and environmental services. We understand the unique challenges faced by the industry and help our clients by producing project solutions and integrated services to support their business needs. Areas of expertise include:

## Engineering

- Site and utilities
- Environmental
- Facilities
- Process and controls
- Energy and commissioning
- Technical inspections
- Sustainability

## Program/Construction Management

- Quality control
- Critical path scheduling
- Value engineering
- Estimating
- Constructability review

## Construction

- General construction
- Design-build
- Mechanical and process
- Equipment installation

## Health and Safety

- Safety and health training
- On-site, compliance-type, safety audits

## Technology and Tools

- Primavera/Expedition project management software
- 3-D design and building information modeling (BIM)
- Finite element analysis and thermal modeling
- Commissioning equipment
- Facility management systems
- Fabrication facility



Contact:  
Joseph Hartnett  
Business Development Manager  
jhartnett@cscos.com  
(315) 289-3632

## C&S Technical Resources, Inc.

Established to streamline the traditional method of delivering construction performance, C&S Technical Resources provides a single source of responsibility for total project execution. Whether your project demands a particular skill or a full range of disciplines, our services are tailored to the task at hand. Our workforce includes pipe-fitters, millwrights, masons, welders, and mechanics—each with a diverse background of practical experience from a variety of trades and industries.



We have years of experience serving a wide range of market sectors, including food and beverage manufacturing, healthcare, electronics, chemical and pharmaceuticals, metal processors, utilities and power generators, plastics molding, and municipalities.

### Process Piping Installation and Fabrication

Our experienced fitters, fabricators, and certified welders regularly perform all facets of piping replacement and installation. Services include threaded, soldered, or welded installations of plastic, steel, copper, carbon, and more. Our technicians are experienced with chemical conveying and food processing systems as well as water, wastewater, steam, and condensate, and other process-intensive applications.

Supported by our ability to perform rigging and machinery moving, our abilities include turnkey installation of cooling towers and condensing units, process holding and blending tanks, wash and rinse systems, bottling and filling lines, wastewater treatment, and sanitary and biomedical piping systems.

### Equipment Installation, Fabrication, and Millwrighting

The millwrights and ironworkers at C&S perform system installation, repair, rebuilding, and modification of a variety of manufacturing equipment and conveying systems. With experience in milling equipment, kilns, storage tanks, cooling towers, packing equipment, and other forms of production and manufacturing support equipment, our craftsmen also support system and equipment start-up and maintenance activities.

### Energy Improvement Projects and Service

C&S performs energy audits, improvement projects, and commissioning through a multi-disciplined team of engineers, technicians, and craftspersons. In addition, C&S offers mechanical system service contracts to ensure your systems are operational and are functioning at their intended energy efficiency ratings.

## General Construction Services

### Carpentry and Interiors

C&S's project managers and union carpenters provided a wide array of general carpentry services including:

- General carpentry
- Renovations
- Acoustical ceiling work
- Metal stud walls
- Sheetrock
- Wood casement
- Cabinetry
- Countertops
- Window installations
- Prefabricated building installations

### Memberships

- American Welding Society
- American Concrete Institute
- Construction Financial Management Association
- Mechanical Contractors Association
- Specialized Carrier & Rigger Association
- American Society of Heating, Refrigerating, and Air Conditioning Engineers

### Union Memberships

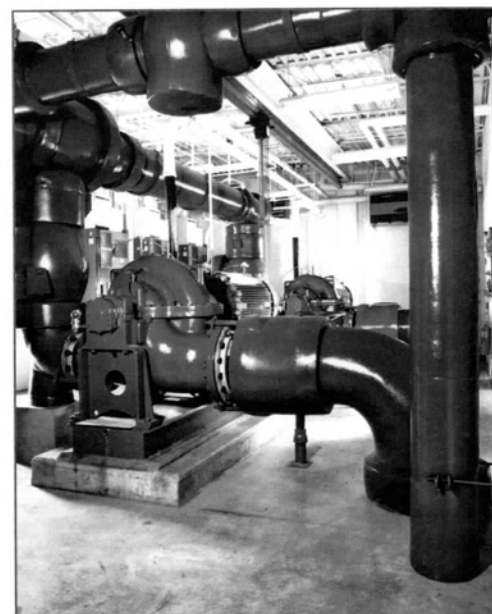
- Iron Workers Local 60
- Iron Workers Local 30 (Rochester)
- Masons Local 2
- Masons Local 3 (Western NY)
- Pipefitters Local 267
- Pipefitters Local 13 (Rochester)
- Pipefitters Local 73 (Oswego)
- Carpenters Local 747
- Millwrights Local 1167

## Certifications

- American Society of Healthcare Engineers

Members of our project management team have also completed the following training courses:

- OSHA 40 hour training
- OSHA 10 hour training
- Man lift training
- Rough-terrain fork truck training
- Lockout tag out training
- Fork truck training
- Confined space entry training
- Fall protection training
- Trenching and shoring training
- Hearing conservation training





**DOUGLAS H. ZAMELIS, ESQ.**  
**7629A State Highway 80**  
**Cooperstown, New York 13326**  
**(315) 858-6002**  
**dzamelis@windstream.net**

**February 2014**

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**CAREER EXPERIENCE**

**Law Office of Douglas H. Zamelis**  
**Manlius and Cooperstown, New York**

**July 2007-Present**

Represented and counseled corporate, municipal and individual clients in environmental, health & safety, land use, zoning and real property matters.

**SELECTED MATTERS:**

- Counseled municipality on adoption of Comprehensive Plan and local legislation regulating wind energy conversion facilities, and counsel of record for successful defense of legislation in Article 78 challenge by leaseholders.
- Counsel of record for citizens group that successfully challenged approval by New York State Urban Development Corporation in Article 78 proceeding and obtained judicial enforcement of restrictive covenants for Radisson Planned Community to prevent the construction of proposed Northwest Family YMCA in their residential neighborhood.
- Counsel of record for citizens group that successfully challenged approvals for proposed industrial wind power project in agricultural and residential neighborhood by Town of Richfield Planning Board in Article 78 proceeding and appeal.
- Counsel of record for citizens group that successfully challenged by Article 78 proceeding the approval by Town of Warren and Town of Stark Town Boards of a proposed industrial wind power project, and obtained an award of attorney's fees for violations of the Open Meetings Law.
- Counsel of record for citizens group that successfully challenged the Town of Harpersfield's failure to enforce its site Plan Review Law and obtained an award of attorney's fees for violations of the Open Meetings Law.
- Counsel of record for citizens group that successfully challenged by Article 78 proceeding the approval by Town of Russia Land Use Board of Appeals of a proposed asphalt manufacturing plant.
- Counsel of record for citizens group that successfully challenged by Article 78 proceeding and appeal the environmental impact review and approval of a proposed sports complex in their residential and agricultural neighborhood.

- Counsel of record in Article 78 proceeding by citizen who successfully enforced violations of the Freedom of Information Law and Open Meetings Law by a school, and obtained award of attorney's fees and order directing the Board of Trustees to attend mandatory Open Meetings Law training by Committee on Open Government.
- Counsel of record for citizens group in SEQRA litigation against Wal-Mart Corporation and Town of Potsdam involving proposed Wal-Mart Supercenter.
- Counseled large ferrous and non-ferrous metals recycler in federal and state compliance matters involving air, water, solid/hazardous waste, and petroleum discharge issues, and settlements with OSHA concerning alleged health and safety violations.
- Counsel to multinational corporation on environmental and other matters in connection with several legacy sites throughout New York State.
- Assisted in the adoption by municipality of amendment to local law regulating heavy industry that has successfully withstood challenge at trial court and appellate level.

**Syracuse University College of Law  
Syracuse, New York**

**July 2007 –June 2008**

**Visiting Assistant Professor; Director, Community Development Law Clinic**

Supervised and mentored 10 third year law students handling transactional matters including incorporation of not-for-profit organizations and application for tax exempt status, organization and counseling of for-profit limited liability companies, applications for administrative approvals, and real estate transactions. Reviewed and approved all student work prior to release, attended client meetings and developed and implemented client/matter tracking system. Prepared and delivered weekly seminars and coordinated and oversaw weekly case round meetings.

**Green & Seifter, Attorneys, PLLC  
Syracuse, New York**

**February 2003-June 2007**

**Member and Leader of Environmental, Land Use, and Zoning Practice Group**

Represented and counseled private and public sector clients in transactions, compliance, and litigation matters involving complex and controversial environmental, municipal, land use, and zoning issues before federal, state, and local courts, agencies, and boards.

**SELECTED MATTERS:**

- Counsel of record for COR Development, LLC in SEQRA litigation with Pyramid Companies concerning development of competing shopping center in Watertown, NY, and authored successful motion for permission to appeal granted by Court of Appeals.
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- Advised Indian nation relative to preparation of NEPA Environmental Impact Statement for proposed fee-to-trust application to U.S. Department of Interior/Bureau of Indian Affairs and counseled Nation concerning environmental due diligence aspects of various real property acquisitions and commercial transactions.
- Counsel for business park in modification of RCRA/Part 373 permit and redevelopment of former IBM facility.
- Counsel of record for M. Wallace & Son, Inc. in defense of \$13 million contribution action brought by National Grid pursuant to CERCLA pending in U.S. District Court, Northern District of NY, and currently in final stages of settlement.
- Represented large mechanical contractor in criminal Clean Air Act investigation resolved without indictment and settlement with OSHA concerning alleged health and safety violations involving asbestos.
- Counsel for recipient of USEPA Pollution Prevention Award and manufacturer of analytical instruments concerning reporting of routine releases of mercury pursuant to Section 313 of EPCRA.
- Counsel for NY manufacturer of commercial wood products concerning alleged Clean Air Act violations relating to asbestos by abatement contractor and project monitor.
- Advised various school districts relative to SEQRA and SHPA compliance for school consolidation and major capital construction project.
- Counseled licensed professional engineer during criminal Clean Water Act investigation resolved through administrative Consent Order.
- Counsel of record to municipality relative to NY Navigation Law actions commenced by State of NY and neighboring property owners.
- Advised retail developer in successfully obtaining land use approvals for successful redevelopment of existing facility.
- Advised plastics manufacturer in successfully obtaining land use approvals from municipality relative to multi-million dollar expansion project.
- Special counsel to municipality in drafting and adoption of the town's first comprehensive zoning law.

**DOUGLAS H. ZAMELIS, ESQ.**

**February 2014**

**Hancock & Estabrook, LLP**  
**Syracuse, New York**  
**Partner, Environmental Law Department**

**August 1992-February 2003**

Represented and counseled private and public sector clients in transactions, compliance, and litigation matters involving environmental, land use, and zoning issues.

*SELECTED MATTERS:*

- Plaintiffs' counsel of record for consortium of fifteen Fortune 500 companies in CERCLA contribution action in U.S. District Court, Western District of NY, resulting in multi-million dollar recovery of response costs incurred at the Frontier Chemical Site in Pendleton, NY.
- Environmental counsel for Metropolitan Development Association of Syracuse and Central NY in acquisition from Lockheed-Martin and development of Electronics Park, a 181-acre office/industrial park, subject to corrective action under RCRA.
- Defense counsel of record for former Chief Operator of Village of Pulaski Wastewater Treatment Plant acquitted of felony criminal Clean Water Act and Environmental Conservation Law violations following five-day bench trial.
- Counsel for Otsego Electric Cooperative, Inc. in obtaining land use and environmental approvals and relative to siting and construction of 44 kV electrical transmission line in Towns of Laurens and Oneonta in southern Otsego County, NY.
- Special counsel for Town of Perth in adoption of mining moratorium and first comprehensive zoning law resulting in withdrawal of NYSDEC mining permit application by major mining company.
- Counsel of record for Adirondack Stone Products in successful application for local land use approvals from City of Rome and for permit from NYSDEC for mine in Rome, NY, and successful defense of Article 78 proceedings against NYSDEC and City of Rome in Supreme Court and at Appellate Division.
- Special counsel of record for Town of Cape Vincent in obtaining mining permit for municipal mine in Town of Clayton and successful defense of Article 78 proceedings by adjacent water bottling company against NYSDEC and Town of Clayton in Supreme Court and Appellate Division.
- Counsel of record for Air-Flo Manufacturing Co., Inc. in successful defense of cost recovery action brought by State of NY pursuant to CERCLA venued in U.S. District Court, Western District of NY, relative to Prattsburg Landfill Site and negotiated settlement with client's insurance carrier which covered all of client's response costs and attorneys' fees.

**DOUGLAS H. ZAMELIS, ESQ.**

**February 2014**

- Advised accredited asbestos analytical laboratory during criminal Clean Air Act investigation resolved without indictment or other proceedings.
- Counseled national paper manufacturer relative to asbestos litigation venued in Mississippi State Court.
- Advised certified asbestos contractor during criminal Clean Air Act investigation resolved without indictment or other proceedings.
- Counsel for Joslyn Manufacturing in successful completion of NYSDEC Voluntary Cleanup Program and subsequent conveyance of former manufacturing facility in New Hartford, NY.
- Environmental counsel for Mohawk Valley Water Authority relative to SEQRA and SHPA compliance for siting and construction of several water storage, transmission, and related facilities throughout the Mohawk Valley.

**Jacobowitz & Gubits, LLP**  
**Walden, New York**  
**Associate**

**September 1989-August 1992**

Represented and counseled clients regarding environmental and land use development matters.

**SELECTED MATTERS:**

- Counsel for Lubricant Packaging and Supply Co., Inc. in negotiation of Consent Orders with NYSDEC and compliance actions thereunder arising out of alleged hazardous waste violations at property in Middletown, NY, listed on the NY Registry of Inactive Hazardous Waste Disposal Sites.
- Prosecuted zoning violations on behalf of Town of Blooming Grove against operator of illegal automotive repair operation resulting in guilty verdict and \$70,000.00 fine.
- Defended specialty ceramics manufacturer and principals in NYSDEC enforcement proceedings involving alleged nuisance odor violations at facility in Florida, NY.
- Counseled RSR Corporation in NYSDEC enforcement proceeding arising out of alleged violations of the National Ambient Air Quality Standards for lead under the Clean Air Act and successfully obtained local land use approvals from Town of Wallkill for facility improvements to secondary lead smelter in Middletown, NY.
- Prosecuted noise ordinance violations on behalf of Village of Highland Falls resulting in guilty verdict and substantial fine.

**DOUGLAS H. ZAMELIS, ESQ.**

**February 2014**

**New York State Department of Environmental Conservation  
Syracuse, New York  
Legal Intern**

**March 1988-April 1989**

Performed facility compliance inspections, advised Division of Water and Legal Affairs staff, prepared notices of violation, administrative complaints, motions, and consent orders.

**SELECTED MATTERS:**

- Drafted Consent Order resulting in abatement of Clean Water Act violations and closure of LCP Chemicals facility in Solvay, NY.
- Investigated alleged Clean Water Act violations and drafted Consent Order addressing same at Southern Container facility in Marcellus, NY.
- Implemented and maintained computerized enforcement tracking system for Clean Water Act violations and compliance activities.

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**REPORTED CASES:**

*Matter of Frigault v. Town of Richfield Planning Bd.*, 107 A.D.3d 1347 (3<sup>rd</sup> Dept. 2013)

*Matter of Mimassi v Town of Whitestown Zoning Bd. of Appeals*, 104 A.D.3d 1280 (4<sup>th</sup> Dept. 2013)

*Matter of Mulligan v. Diamond Dreams at Cooperstown Ltd.*, 92 A.D.2d 1235 (4<sup>th</sup> Dept. 2012)

*Matter of Ehrich v. New Roots Charter School*, 2010-1581, NYLJ 2011-1-19; 10:09:47.0 (Sup. Ct. Mad. Cty. 2011)

*Utica Land Equities LLC v Utica Holding Co.*, 71 A.D.3d 1557 (4<sup>th</sup> Dept. 2010)

*Matter of North Country Citizens for Responsible Growth v. Town of Potsdam Planning Bd.*, 39 A.D.3d 1098 (3<sup>rd</sup> Dept. 2007)

*Matter of Pyramid Co. of Watertown v. Planning Bd. of Tn. of Watertown*, 24 A.D.3d 1312 (4<sup>th</sup> Dept. 2005)

*Dack v. YMCA of Greater Syracuse, Inc.*, 38 Misc. 3d 1234(A) ( Sup. Ct. Onon. Cty. 2013)

*Matter of Brander v. Town of Warren Town Bd.*, 18 Misc. 3d 477 (Sup. Ct. Onon. Cty. 2007)

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**EDUCATION**

Syracuse University College of Law, Syracuse, NY

- J.D., May 1989
- Member, Environmental Law Society

State University of New York College of Environmental Science and Forestry  
Syracuse, NY

- M.S., Environmental Science, Concentration in Environmental Policy, May 1989

Cornell University, Ithaca, NY

- B.S., Agriculture, Concentration in Communication Arts, May 1986
  - Teaching Assistant, Professional and Business Speaking, Spring 1986
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## **ADMISSIONS**

Courts of the State of NY, January 1990

U.S. District Court, Southern District of NY, November 1990

U.S. District Court, Northern District of NY, December 1990

U.S. District Court, Western District of NY, March 1997

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## **PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS**

New York State Bar Association

Environmental Law Section, Co-Chair, Task Force on Petroleum Spills, 2006-Present

Member, 1990-Present

Onondaga County Bar Association

Environmental Law Section, Chair, 2002-2004

Member, 1992-Present

Otsego County Bar Association

Member, 1997-Present

Professional Abatement Contractors of New York, Inc.

Member, Board of Directors, 2003-2005

Legal Advisor to Board of Directors, 2003-Present

New York Water Environment Association, Inc.

Member, 2005-Present

Central New York Air & Waste Management Association

Member, 2003-Present

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**C&S Companies**  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212  
p: (315) 455-2000  
f: (315) 455-9667  
www.cscos.com

February 11, 2014

Darla M. Youngs  
Executive Director  
Otsego County Conservation Association  
7193 State Highway 80, PO Box 931  
Cooperstown, NY 13326

Re: Engineering Services – OCCA Intervenor Technical Assistance  
Proposed AC Transmission Upgrade Projects

Dear Ms. Youngs:

C&S Engineers, Inc. (“Engineer”) is pleased to submit this proposal to render engineering services in connection with the Otsego County Conservation Association’s (OCCA) Intervenor efforts with regard to the New York State Public Service Commission’s planned AC Transmission Upgrade Projects (hereinafter called the “Project”). Our Basic Services will consist of providing technical assistance to the OCCA as described in the attached Exhibit “A”. We ask OCCA (“Owner”) to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

The Basic Services described herein shall be offered for the time period described in Exhibit “A”. If you should request any modifications or changes to the general scope or extent of the Project, the time and fee allowed for performance of our services will be adjusted equitably.

C&S Engineers, Inc. will complete the base scope tasks associated with Otsego County Intervenor Services as described herein during the time period indicated on a time and materials basis for a not-to-exceed fee of \$14,000. Billings will be based upon the rates applied to the title of the individuals assigned to the project, multiplied by the number of hours (or portions of an hour) that such individuals performed services for the project, plus the ENGINEER’s reimbursable expenses which will be billed to CLIENT on the basis of actual cost and the cost of services of independent professional associates and consultants retained by ENGINEER to assist ENGINEER in rendering services for the project, which will be billed to CLIENT on the basis of actual cost plus 5%. Such invoices are due and payable within thirty days of receipt. Our current rate schedule is attached hereto as Exhibit “B”.



In addition to the Basic Services as set forth in Exhibit "A", we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us as described above. The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "C", "Terms and Conditions (Study and Report Phase)", attached hereto.

This proposal, together with attached Exhibits "A", "B" and "C" constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing Terms and Conditions, description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. The proposal will remain open for acceptance until March 1, 2014, unless modified by us in writing.

Very truly yours,  
C&S ENGINEERS, INC.



Robert M. Palladine, Jr.  
Senior Principal

Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014

By: \_\_\_\_\_  
OCCA Authorized Representative

cc: Douglas Zamelis, Esq.

Attachments:

- Exhibit "A": Scope of Basic Services and Period of Performance
- Exhibit "B": Billing Rate Schedule
- Exhibit "C": Terms and Conditions – Study and Report Phase

**Exhibit "A"**  
**SCOPE OF BASIC SERVICES and PERIOD OF SERVICE**



**Project Name:** Otsego County Intervenor Technical Assistance

**Client Name:** Otsego County Conservation Association

**Overview of Services**

C&S Engineers, Inc. (C&S) will provide professional services to assist Otsego County Conservation Association (OCCA) in reviewing information and preparing comments regarding the proposed AC Transmission Upgrade projects with particular emphasis on the projects within Otsego County.

**Background**

OCCA is applying to the New York State Public Service Commission for Intervenor Status consistent with the requirements of Public Service Law (PSL) Section 122(5). C&S Engineers, Inc. will provide technical assistance to OCCA in the review of the proposed transmission projects in the areas of environmental, construction and operational related impacts. This effort will focus on those specific areas of interest to OCCA and the County residents and businesses that they represent in an effort to inform the PSC of local stakeholder's interests leading to a more complete record and informed decision.

**Scope of Services**

**Project Scoping Review**

Scoping is the process by which the issues to be addressed in the proceedings are identified. The scoping documents provided by the PSC should include the following:

- Detailed description of the projects
- Identification of potentially significant adverse environmental, construction or operational impacts affecting the character of the local community.
- Definition of the extent and quality of information to be provided
- Proposed reasonable alternatives.
- Proposed range of mitigation measures.

Our technical review services will include review of the scoping documents for the proposed Otsego County routes issued by the project sponsors through the PSC, including but not limited to the following:

- Assessment of reasonably related short-term and long-term impacts, cumulative impacts, and other associated environmental, construction and operation and maintenance related impacts.
- Assessment of adverse impacts that cannot be avoided or adequately mitigated if the project is implemented as currently proposed.
- Identification of proposed mitigation measures beneficial to the community.
- Interpretation and analysis of technical information and assistance to OCCA in summarizing and disseminating information to the local stakeholders.
- Opinion on the adequacy of information to be provided
- Preparation of comments for the public record

**Special Studies**

C&S has not included any specific studies at this time but is available to review traffic impact studies, wetlands surveys, habitat assessments, cultural resources studies and other reports offered by the project sponsors and advise OCCA as to the completeness of the information presented and the need for any further studies to address specific or unique impacts of interest to the local community.

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**Exhibit "A"**  
**SCOPE OF BASIC SERVICES and PERIOD OF SERVICE**

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**Public Involvement**

C&S has assumed that OCCA will attend any public meetings and public hearings that may occur for this project. C&S can provide support for these meetings as requested by OCCA.

**Period of Service**

The above services will be provided during the period of February 1, 2014 through July 31, 2014.

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Exhibit "B"  
2014 Billing Rate Schedule



C&S Engineers, Inc. Rate Schedule	
<u>TITLE</u>	<u>RATE/HR.</u>
Senior Principal	\$180
Principal Engineer/Architect/Dept. Mgr	\$160
Managing Engineer/Architect/Geologist	\$135
Chief Engineer/Architect	\$135
Senior Project Engineer/Architect	\$115
Senior Wildlife Biologist	\$111
Project Engineer/Architect/Environmental Scientist	\$96
Engineer/Architect	\$86
Senior Designer	\$85
Staff Engineer/Architect	\$79
Geologist	\$77
CADD Operator	\$75
Designer/Design Technician	\$72
Environmental Analyst	\$64
Administrative Assistant	\$60

External Expenses: Billed at cost

Services by Others: Subcontractors will be invoiced at cost plus 5% to cover administrative expenses.

**EXHIBIT "C"**  
**TERMS & CONDITIONS**  
**(Study and Report Phase)**

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in the letter part of this Agreement.

**2.01 Payment Procedures**

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% 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. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project 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.

**4.01 Owner's Responsibilities**

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished

pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements, including study objectives and constraints, space, capacity, and performance requirements; flexibility and expendability; and any budgetary limitations.

C. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other existing data relative to the Project.

D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

E. Furnish to Engineer, as Engineer requires for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01), the following:

1. data prepared by or services of others, including without limitation borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials and equipment;
2. appropriate professional interpretations of all of the foregoing;
3. environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
4. property, boundary, easement, right-of-way, topographic and utility surveys;
5. property descriptions;
6. zoning, deed and other land use restriction; and
7. other special data or consultations not covered in Section 1.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Owner shall arrange for safe access to and make all provisions for Engineer and its consultants to enter upon public and private property as required for Engineer to perform services under this agreement.

**5.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

**EXHIBIT "C"**  
**TERMS & CONDITIONS**  
**(Study and Report Phase)**

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete 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.

**6.01 Controlling Law**

This Agreement is to be governed by the law of the state of New York without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Onondaga County, New York.

**7.01 Successors, Assigns, and Beneficiaries**

A. 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 by paragraph 7.01.B 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.

B. 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.

**8.01 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. Engineer may also rely upon publically available information that is ordinarily used by members of the subject profession.

B. Owner agrees that if Engineer is not employed to provide professional services during the Design, Bidding (if the work is put out for bids) or the Construction Phases of the Project, Engineer will not be responsible for, and Owner shall indemnify, hold Engineer (and Engineer's professional associates and consultants) harmless, and defend Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Owner or others. Nothing contained in this paragraph shall be construed to release Engineer (or Engineer's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

C. All 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. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

D. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and

**EXHIBIT "C"**  
**TERMS & CONDITIONS**  
**(Study and Report Phase)**

to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

**E. 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 (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.**

**F. 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). 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.**

#### **9.01 Opinions of Probable Cost**

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

#### **10.01 Dispute Resolution**

**A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under Section 10.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.**

**B. If any dispute cannot be resolved pursuant to paragraph 10.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.**

**C. This Section 10.01 shall survive any termination or cancellation of this Agreement.**

#### **11.01 Total Agreement/ Severability**

This Agreement (consisting of the letter part of this Agreement, this Exhibit "A" and any additional exhibits referenced in the letter part of 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. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



February 10, 2014

OTSEGO COUNTY CONSERVATION ASSOCIATION  
Att: Darla M. Youngs, Executive Director  
7193 State Highway 80  
Cooperstown, New York 13326

Re: Engagement for Legal Services

Dear Ms. Youngs:

I would like to thank the Otsego County Conservation Association ("OCCA") for the opportunity to assist in matters related to New York Public Service Commission ("PSC") Proceeding 13-E-0488 indentified as "In the Matter of Alternating Current Transmission Upgrades - Comparative Proceeding" (the "Proceeding"). This letter agreement describes the scope of the services to be provided, provides a proposal for the terms of my engagement, and outlines OCCA's obligation to pay fees and costs incurred in connection therewith. Please feel free to call me if you have any questions concerning this agreement. Please note that this agreement can be amended only in writing.

I will assist OCCA in reviewing the "Part A" submissions and supporting materials of North American Transmission ("NAT") and other applicants in order to evaluate issues of concern and impacts to OCCA members and, further, to identify specific areas of technical, economic, environmental and other expertise needed to allow OCCA to participate meaningfully in the Proceeding. I will provide legal advice and guidance to OCCA throughout the Proceeding and will assist in the preparation of OCCA's comments on the initial scoping proposals submitted by NAT and other applicants in their "Part A" submissions. If necessary and requested by OCCA, I will prepare briefs as appropriate and other written submittals to the PSC, attend relevant technical/procedural conferences and "Part A" hearings and coordinate the efforts of OCCA's experts, including assisting in the preparation of expert witness direct testimony on the "Part A" applications. It is my non-binding estimate that the preceding scope of work will result in legal fees and costs of approximately Fifteen Thousand Dollars (\$15,000.00). Legal fees and costs under this engagement agreement will therefore not exceed Fifteen Thousand Dollars (\$15,000.00) without OCCA's prior, written authorization.

Page 1 of 3

7629A State Highway 80 • Cooperstown, New York 13326  
• 315.729.6907 • dzamelis@windstream.net •



My discounted hourly rate for this matter will be \$225.00 and this hourly rate is subject to adjustment by \$25.00 as of January 1 of each year during which the representation continues, beginning January 1, 2015. No retainer deposit will be required for this engagement.

I will bill in quarter hour increments, with detailed task descriptions, and will invoice this matter electronically on a monthly basis. All time spent on your matter will be billed to your account. Interest will accrue on any amounts more than 30 days overdue at the rate of 9.00% per annum. In addition to reflecting the charges for my legal services, my invoice will reflect costs incurred by me in rendering legal services, including but not limited to, long distance telephone charges, telecopy and telex charges, photocopying expenses, computerized legal and other research systems, filing fees and court costs, service of process, messenger and special delivery services, travel expenses, and returned check fees, and may include charges for extraordinary items which may be generated by the particular demands of the project involved. Further, if certain out-of-pocket expenses are incurred on your behalf, these invoices will be sent directly to you for payment. No out-of-pocket expense exceeding \$100.00 will be incurred without your prior authorization.

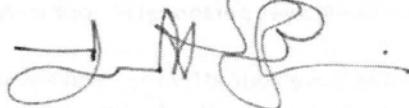
I cannot assure OCCA of any ultimate outcome in this matter. However, I will exert, in good faith, my timely, ethical, and professional efforts on your behalf and will, at all points along the way, communicate with you regarding the progress of my efforts so that you can make informed decisions about tactics and strategy, as well as my continued representation.

This engagement agreement shall only become effective upon the award of intervenor funds by the PSC. OCCA may terminate this engagement at any time by notifying me in writing. Subject to compliance with applicable ethical considerations, I may also withdraw from the representation under certain circumstances by notifying OCCA in writing. These circumstances include, but are not limited to cases where I have good cause for termination, where my withdrawal may be accomplished without a material adverse effect to OCCA's interests, or where OCCA fails to fulfill an obligation to me, including the obligation to pay fees and expenses to me as agreed. Upon termination of representation, OCCA will be obligated to pay me for all services rendered and expenses incurred as of the date of receipt of the letter of termination.

A copy of the Statement of Client's of Rights & Client's Responsibilities is enclosed. If a fee dispute arises in this matter, OCCA may have the right to elect to resolve the dispute through arbitration pursuant to Part 137 of the Rules issued by Administrative Order of the Chief Administrative Judge. A copy of Part 137 is available upon request.

If you agree with the terms set forth herein, please execute a copy of this agreement where indicated below and return it to me. If you have any questions about anything in this letter, please contact me. Again, I greatly appreciate the opportunity to assist and represent OCCA relative to this matter.

Very truly yours,



Douglas H. Zamelis

Encl.

**ACCEPTANCE**

17 The matters set forth in this letter are understood and agreed to by the undersigned this day of February, 2014.

OTSEGO COUNTY CONSERVATION ASSOCIATION

By: 

Darla M. Youngs, Executive Director

## Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended April 15, 2013  
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

## **Statement of Client's Responsibilities**

(Informational Statement Adopted by the New York State Bar Association)

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter if the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.