

Professional Services Agreement

Agreement made the _____ day of _____, 2025
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Lansing
("Client")

for services related to the following Project:

Article VIII Review Services
AES - Cayuga Solar
NextEra Energy Resources - Silverline Energy Center
Town of Lansing, New York
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated June 12, 2025, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;

- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A

LaBella's Proposal



June 12, 2025

Ruth Groff
Supervisor
Town of Lansing
29 Auburn Road
Lansing, New York 14882

RE: Proposal for Article VIII Review Services
AES - Cayuga Solar (LaBella Proposal No. P2503208)
NextEra Energy Resources Silverline Energy Center (LaBella Proposal No. P2503209)

Dear Ms. Groff:

LaBella Associates, DPC is pleased to submit the following proposal to assist the Town of Lansing with review services associated with two Article VIII application to the Office of Renewable Energy Siting and Electric Transmission (ORES) from AES Corporation and NextEra Energy Resources. This proposal outlines our understanding of the project and presents our proposed scope of work.

PROJECT DESCRIPTION

AES intends to apply to ORES for an Article VIII permit for their Cayuga Solar project located within the Town of Lansing. AES' proposed project is a 60 MW solar energy generation facility located on 500 acres of land.

Separately, NextEra Energy Resources intends to apply to ORES for an Article VIII permit for their Silverline Energy Center project, also located in the Town of Lansing. NextEra's project is a 150 MW solar energy generation facility. Collectively, the two projects are hereby referred to as the "project".

SCOPE OF SERVICES

LaBella will support the Town throughout the Article VIII process as a technical consultant, helping Town officials and Town residents to understand environmental and engineering issues associated with the proposed solar energy project. LaBella's review of the Article VIII application will focus on issues of local concern and areas where the proposed project may be inconsistent with the Town code, particularly the Town's solar energy and related laws. In addition, LaBella's civil and electrical engineering teams will perform a review of the site plans and electrical/connection aspects of the project.

The scope of work will include comprehensive review services from LaBella's team of engineers, environmental, and landscape architecture professionals. Our assistance will be available from pre-application through the start of construction. We have outlined our understanding of applicable services.

Below, find a proposed list of tasks broken down by Project phase:

Pre-Application Phase

- Attend meetings with local agencies and community members
- Develop Project Review Needs List and submit list to Applicant
- Review Applicant's initial concept and reports (*Wetland Delineation Report, Stream Delineation Report, Wildlife Site Characterization Report, Archaeological/Cultural Resources Study*)



Application Review Phase

- The Applicant must prepare 25 exhibits to support the application. LaBella will commence review of the Exhibits in coordination with the Town's Special Counsel.
- LaBella will review and provide analysis of the Application and the studies contained within the Appendices to assess the broad range of environmental, visual, and/or health impacts the Project would have on the Town. LaBella's review will focus on the Application exhibits related to issues of local concern including:
 - road and bridge use/deterioration;
 - visual impacts;
 - vegetation screening;
 - community character;
 - noise;
 - lighting;
 - water well impacts;
 - decommissioning including financial surety;
 - complaint resolution;
 - protection of recreational resources and trails;
 - public health and safety;
 - economic impacts to the Town;
 - environmental monitoring to ensure ongoing compliance and performance of mitigation measures;
 - the Operations & Maintenance Plan and Storm Water Pollution Prevention Plan (SWPPP);
 - agricultural resource impacts and monitoring;
 - communication interference;
 - compliance with local laws;
 - setbacks;
 - residence classification (participant vs. non-participant);
 - emergency services and related training and communication
- Civil engineering review of plan sets summarized within and appended to Exhibit 5, including analysis of how site plans meet Article VII regulations as well as the Town's local code requirements.
- Electrical engineering review of Exhibits 21 & 22 including analysis of how site plans meet Article VII regulations as well as the Town's local code requirements.
- Review and analysis of the draft Permit and Certificate Conditions issued by ORES and how such conditions affect the primary issues of local concern.
- Assisting Harter Secrest & Emery, LLP (HSE) and Town officials in preparing the Municipal Statement of Compliance with Local Law and necessary submittals in support of identifying substantive and substantial issues for adjudication, if any, in the Issues Determination process.
- Assisting HSE and Town officials in identifying issues that are significant and substantive for possible adjudication. Participating in the Adjudicatory Hearing, if any, including providing expert opinion and testimony, assisting with briefs, and other analysis as needed.

Additional Phases

- Review and prepare comments on pre-construction filings to ensure compliance of final design, facility maintenance and management plan, vegetation management plan, environmental and agricultural monitoring plan, traffic control plan, emergency response



- plan, and complaint management plan with local laws and to finalize decommissioning plans and financial assurance agreements between the Town and applicant.
- Provide Code Enforcement Officer assistance & oversight during project construction phase.

SCHEDULE

We are prepared to initiate work on the project upon notice to proceed. LaBella will work with the Town to develop a schedule for reviewing and providing comments on the Applicant's project materials throughout the various phases of the Project.

PROPOSED FEES

LaBella will develop a proposed rate table/fee breakdown prior to beginning work on the project in consultation with the Town's special counsel.

We suggest that the Town of Lansing would work with the Applicant to establish an escrow account to fund services prior to the start of Local Agency Account Funding (LAAF).

ASSUMPTIONS & EXCLUSIONS

As the work covered in this proposal may span a length of time, we reserve the right to revisit the best approach for each larger phase of work. In the unlikely event that a particular task or service is determined by LaBella to be necessary and is outside of LaBella's scope of work, LaBella will discuss with the Town and confirm that it can proceed with completion of the task or service.

If you have any questions or require further clarification, please do not hesitate to contact me directly at (585) 295-6652 or via e-mail at msteblein@labellapc.com. We appreciate the opportunity to continue to serve the Town of Lansing and look forward to working with you on this project.

Respectfully submitted,

LaBella Associates

Mary B. Steblein, PE, CPESC
Senior Civil Engineer & NY Stormwater Resource Specialist

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.