



**February 24, 2022 at 7:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

236 Third Street
Greenport NY
11944

Tel: (631)477-0248
Fax: (631)477-1877

MAYOR
GEORGE W. HUBBARD,
JR.
EXT. 215

TRUSTEES
JACK MARTILOTTA
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

**VILLAGE
ADMINISTRATOR**
PAUL J. PALLAS, P.E.
EXT. 219

CLERK
SYLVIA PIRILLO, RMC
EXT. 206

TREASURER
ROBERT BRANDT
EXT. 217

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Margaret Coffey Hermance
Margit Triska Olstad Webb

ANNOUNCEMENTS

Inga Van Eysden has been appointed a Member of the Village of Greenport Housing Authority.

The annual Village tax lien sale will be held at 10:00 a.m. on March 8, 2022 at Village Hall (236 Third Street).

PRESENTATION

Presentation of Fiscal Year 2021 audited financial documents – Christopher V. Reino, CPA, CITP of Cullen & Danowski LLP

PUBLIC HEARING

A public hearing regarding the Wetlands Permit Application submitted by Paul Betancourt to construct a proposed 4' wide x 32' long fixed dock, 30" wide x 14' long aluminum ramp and 6' wide x 20' long floating dock supported by two (2) 10" diameter piles, for the property at 200 Atlantic Avenue, Greenport, New York, 11944.

PUBLIC TO ADDRESS THE BOARD

REGULAR AGENDA

CALL TO ORDER**RESOLUTIONS****RESOLUTION # 02-2022-1**

RESOLUTION adopting the February, 2022 agenda as printed.

RESOLUTION # 02-2022-2

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administrator, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

FIRE DEPARTMENT**RESOLUTION # 02-2022-3**

RESOLUTION accepting the application for membership of Peter C. Miller to the Star Hose Company # 3 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on February 16, 2022.

RESOLUTION # 02-2022-4

RESOLUTION accepting the application for membership of Vijay Pal-Singh to the Phenix Hook and Ladder Company # 1 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on February 16, 2022.

RESOLUTION # 02-2022-5

RESOLUTION accepting the application for membership of Michael Reed to the Phenix Hook and Ladder Company # 1 of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on February 16, 2022.

VILLAGE ADMINISTRATOR**RESOLUTION # 02-2022-6**

RESOLUTION approving the attached Site Lease Agreement between the Village of Greenport and DISH Wireless LLC for the rental of an additional 200 square feet of Village-owned property and additional space on the tower located at 75 Washington Avenue, Greenport, New York, 11944 to accommodate an antenna and for the purpose of installing and utilizing communications equipment, antennas, cabling and related improvements, and authorizing Mayor Hubbard to sign the Site Lease Agreement between the Village of Greenport and DISH Wireless.

RESOLUTION # 02-2022-7

RESOLUTION approving the attached Communications Site License Agreement between the Village of Greenport and the Southold Fire District for the licensing of a portion of the Village-owned property and monopole located at 75 Washington Avenue, Greenport, New York, 11944 for the purpose of locating District emergency communications equipment at the 150' and 170' heights on the monopole, and authorizing Mayor Hubbard to sign the Site Lease Agreement between the Village of Greenport and the Southold Fire Department.

RESOLUTION # 02-2022-8

RESOLUTION approving the attached Change Order in the net amount of \$ 64,826.00 from Haugland Energy, for electrical design changes at the Village of Greenport Wastewater Treatment Plant for the Microgrid and Storm Hardening Projects currently in progress, with the Change Order net amount of \$ 64,826.00 to be fully funded by the Governor's Office of Storm Recovery.

RESOLUTION # 02-2022-9

RESOLUTION accepting the attached proposal submitted by Cashin Associates, P.C. for professional engineering services related to the design and construction of a sewage conveyance system for residents of Beach Road and the two Marinas on Sterling Basin including the restaurants located therein, at a total cost of \$ 265,000 at completion, and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and Cashin Associates, P.C.

RESOLUTION # 02-2022-10

RESOLUTION approving the attached Sewer Connection and Easement Access Agreement between the Village of Greenport, Paul Elliott, and individually each other property owner within the Village of Greenport Sandy Beach area that requests the Village to provide wastewater service from the Village of Greenport, connecting and providing sewer service to each Owner, and authorizing Mayor Hubbard to sign the Sewer Connection and Easement Access Agreement between the Village of Greenport and the owner.

RESOLUTION # 02-2022-11

RESOLUTION approving the attached Memorandum of Understanding between the Village of Greenport and SHM Greenport, LLC ("Safe Harbor") regarding the design and construction of an extension of the Village of Greenport sewer system to the Safe Harbor and Sandy Beach properties and authorizing Mayor Hubbard to sign the Memorandum of Understanding between the Village of Greenport and SHM Greenport, LLC ("Safe Harbor").

VILLAGE TREASURER**RESOLUTION # 02-2022-12**

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4922 to appropriate reserves to fund Village-wide information technology services, and directing that Budget Amendment # 4922 be included as part of the formal meeting minutes of the February 24, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 02-2022-13

RESOLUTION authorizing Treasurer Brandt to perform attached Budget Amendment # 4923 to appropriate reserves to fund the purchase of the probe and meter system for the Wastewater Treatment Plant, and directing that Budget Amendment # 4923 be included as part of the formal meeting minutes of the February 24, 2022 Regular Meeting of the Board of Trustees.

RESOLUTION # 02-2022-14

RESOLUTION approving the attached bond resolution dated February 8, 2022, provided by Village bond counsel Norton Rose Fulbright, in the amount of \$ 1,650,000.00 for the acquisition of a new fire truck and corresponding new apparatus.

RESOLUTION # 02-2022-15

RESOLUTION authorizing Treasurer Brandt to make an additional contribution in the amount of \$ 5,461.00 to the Volunteer Firefighter Length of Service Award Program for the Village of Greenport Fire Department.

VILLAGE CLERK**RESOLUTION # 02-2022-16**

RESOLUTION accepting the attached proposal submitted by H2M, dated January 25, 2022 to prepare the Annual Water Supply Statement / Consumer Confidence Report, including the results of the New York State Department of Health's Source Water Assessment Program and the supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, New York State Health Department and New York State Department of Environmental Conservation, at a total cost of \$ 2,500; to be expensed from Account F.8310.413 (Special Services).

RESOLUTION # 02-2022-17

RESOLUTION accepting the attached Service Agreement submitted by Garratt-Callahan Company for the provision of a water treatment chemical program and service therefor, and authorizing Mayor Hubbard to sign the Service Agreement with Garratt-Callahan Company.

RESOLUTION # 02-2022-18

RESOLUTION awarding the contract for the removal of trees and tree stumps on specified Village streets, and the grinding of tree stumps to Johnson Tree Company – the lowest bidder - per the attached Bid Form and the bid opening on February 2, 2022; and authorizing Mayor Hubbard to sign the contract between Johnson Tree Company and the Village of Greenport.

RESOLUTION # 02-2022-19

RESOLUTION ratifying the approval of the Film Permit Application submitted by Kristin Dombrowski and Grace Doherty on behalf of Possible Productions, Inc. for filming on, and the use of, specified Village streets and specified Village-owned properties on February 10, 2022 and February 11, 2022.

RESOLUTION # 02-2022-20

RESOLUTION approving the Public Assembly Permit Application submitted by TK Krumenacker on behalf of the GHS All Class Corporation for the use of the Fifth Street Beach/Park from 8:00 a.m. through 7:00 p.m. on July 16, 2022 for a gathering of Greenport High School alumni.

RESOLUTION # 02-2022-21

RESOLUTION approving the Public Assembly Permit Application submitted by John A. Yeamans on behalf of the United States Power Squadrons for the use of a portion of Mitchell Park from 9:00 a.m. through 11:00 p.m. from July 28, 2022 through July 31, 2022 for the annual District 3 Rendezvous.

RESOLUTION # 02-2022-22

RESOLUTION scheduling a public hearing for 7:00 p.m. on March 24, 2022 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the Wetlands Permit Application submitted by Costello Marine Contracting Corp. on behalf of Nathaniel and Emily Ewing for the property located at 230 Fourth Street, Greenport, New York, 11944 to remove and dispose of 62 feet of existing concrete bulkhead return, and to construct a new 62-foot bulkhead return in-kind, in-place; and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 02-2022-23

RESOLUTION ratifying the hiring of Jay Tramontana as a part-time seasonal Skate Guard at the Village of Greenport Ice Rink, at a pay rate of \$15.00 per hour, effective January 22, 2022.

RESOLUTION # 02-2022-24

RESOLUTION ratifying the hiring of Kelis McKenzie as a part-time seasonal employee at the Village of Greenport Carousel, at a pay rate of \$ 15.00 per hour, effective February 19, 2022.

RESOLUTION # 02-2022-25

RESOLUTION approving an increase in the hourly wage rate for Ethan Holland, from \$ 23.95 per hour to \$ 25.66 per hour, effective March 2, 2022 owing to the completion of a job-related course of study, per Article VII (Salaries), Section 9 (c) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 02-2022-26

RESOLUTION approving an increase in the hourly wage rate for Tyler Doherty, from \$ 18.20 per hour to \$ 19.42 per hour, effective March 2, 2022 owing to the acquisition of substantial expertise in his area of employment by virtue of work experience, per Article VII (Salaries and Compensation), Section 9 (b) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

RESOLUTION # 02-2022-27

RESOLUTION ratifying the appointment of Robert Connelly as Village Prosecutor for Non - Building Code related matters at the rate of \$ 175.00 per hour, effective February 9, 2022.

RESOLUTION # 02-2022-28

RESOLUTION rejecting all proposals as received for the provision of Local Waterfront Revitalization Program Consulting Services per the bid opening on January 28, 2022 and directing Clerk Pirillo to re-notice the Request for Proposals accordingly.

TRUSTEES**RESOLUTION # 02-2022-29**

RESOLUTION authorizing the Village of Greenport to act as a sponsor for a Boater Safety Course hosted by the Long Island Regional Office of the New York State Assembly, with the course to be held at the Third Street Fire Station, Third and South Streets, Greenport, New York.

RESOLUTION # 02-2022-30

RESOLUTION scheduling a public hearing for 7:00 p.m. on March 24, 2022 at the Third Street Fire Station, Third and South Streets, regarding a proposed local law creating Section 150-30.2 regarding curb cuts within the Village of Greenport and amending Section 115-13J of the Greenport Village Code, and directing Clerk Pirillo to notice the public hearing accordingly.

RESOLUTION # 02-2022-31

RESOLUTION scheduling a public hearing for 7:00 p.m. on March 24, 2022 at the Third Street Fire Station, Third and South Streets, regarding a proposed local law deleting Section 150-12(C) and amending Sections 150-12(A), 150-16(A)(1) and 150-16(G) to amend the parking regulations of the Greenport Village Code, and directing Clerk Pirillo to notice the public hearing accordingly.

VOUCHER SUMMARY**RESOLUTION # 02-2022-32**

RESOLUTION approving all checks per the Voucher Summary Report dated February 22, 2022 in the total amount of \$ 575,349.96 consisting of:

- o All regular checks in the amount of \$ 496,419.50, and
- o All prepaid checks (including wire transfers) in the amount of \$ 78,930.46.

SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between Village of Greenport, a municipal corporation, having a place of business at 236 Third Street Greenport, NY 11944 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

WITNESSETH:

1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Permitted Modifications**" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"**Property**" means that certain parcel of real property upon which the Structure is located.

"**Structure**" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 **Premises.** Landlord is the owner of the Property located at 75 Washington Avenue, Greenport, NY 11944, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 200 square feet of space for its communications equipment, together with additional space for antennas, cabling and related improvements in connection with the use and operation of its facilities as such are initially described in Exhibit B, collectively referred to as the "**Premises**". As of the date hereof, Landlord quitclaims and renounces unto Tenant all right, title and interest that Landlord may have unto the telecommunications equipment currently installed upon and formerly operated on the Premises by Metro PCS, which was abandoned by Metro PCS, which equipment includes, but is not limited to, the concrete slab, ice bridge, and utility services as shown on Exhibit "B"

attached hereto and made a part hereof (collectively, the "Abandoned Equipment"). Landlord represents, warrants and covenants that Metro PCS advised Landlord that Metro PCS had abandoned the Abandoned Equipment, and Tenant is free to remove or otherwise use said Abandoned Equipment. Landlord represents, warrants, and covenants that the only local approval necessary for Tenant's installation is a building permit from the Village of Greenport. Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant's Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s) with the prior approval of the Landlord as to design and location, such approval not to be unreasonably withheld or delayed.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the earlier of (a) the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), or (b) 12 months after full execution of this Agreement and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term or Renewal Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month of the Term or Renewal Term thereafter. On each anniversary of the Commencement Date, the Rent shall be automatically increased by Two percent (2%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate

this Agreement upon ten days' written Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall provide written notice of same to the Landlord and upon sending such written notice, the Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' written Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Structure and the Premises.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may, on thirty days written notice to Landlord, make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, provided the modification does not increase the square footage of the Premises and does not increase the number of antennas beyond 9, may be made without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may use and with the prior written approval of the Landlord (such approval not to be unreasonably withheld, conditioned or delayed), may make reasonable modifications to the Premises' electrical system to accommodate the electrical requirements of Tenant's Equipment at Tenant's sole cost and expense. If electrical service is furnished by Landlord, Tenant will reimburse Landlord for such service at an agreed upon rate of Two Hundred and 00/100 Dollars (\$200.00) per month (the "**Utility Payment**") during the Term. This amount may be adjusted during the Term or a Renewal Term based on supporting documentation provided by Landlord to the Tenant of increases in the Landlord's actual cost of electricity. Any such Utility Payment will be made as a separate payment, and will not be deemed to be Rent. Landlord shall not require Tenant to pay any additional charge, fee or other amount for use of such electricity or the facilities associated therewith.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as

security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall, upon ten days' notice, have the right to expend all sums reasonably necessary to discharge the lien claim and Tenant shall reimburse Landlord for any and all sums expended in connection with such lien within thirty (30) days after receipt of an invoice and supporting documentation.

4.3 Taxes. Landlord acknowledges that the Property, of which the Premises forms a part, are at present exempt from real property taxation because Landlord is a municipality. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant. Notwithstanding anything stated in this Agreement, in no event shall Landlord (in its regulatory/governmental capacity) impose any real estate or other taxes on the Premises as a result of this Agreement or Tenant's use thereon.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that, as of the Effective Date, the Structure, the Structure's systems and all structural elements of the Structure are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost

and expense, the Structure and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of the Structure. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment without obstructing access to the site where the Premises is located by the Landlord or the other users or occupants of the site.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation, normal wear and tear excepted. The Parties acknowledge and agree that Rent will not accrue during the Equipment Removal Period of 90 days. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month hold over basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a holdover fee for the value of the reasonable use and occupancy of the Premises which the parties agree is equal to one hundred twenty five percent (125%) of the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over had the Agreement still been in effect.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty(30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is

appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured and material Default, the non-Defaulting Party may thereafter after the expiration of thirty days' written notice of Default which shall not be cured or commenced to cure or otherwise contested by the noticed Party, terminate this Agreement immediately upon ten business days' written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity and after the expiration of that ten business days, the Agreement shall be terminated and of no other force or effect.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice of default to Landlord, due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises in a technically or commercially reasonable manner; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; or (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents ("Blockage") Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use and Landlord fails to cure or contest such Blockage within such thirty (30) days.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any intentional act or omission or negligence of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("**Tenant's Representatives**"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, , Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any intentional act or omission or negligence of Landlord, its officers, agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's

Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall name Landlord as additional insured.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Structure are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Structure and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use

and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement. In addition to, and not in limitation of the preceding, in the event the Landlord sells or transfers either its rights in all or any portion of the Premises or Landlord's right to receive the Rent (and other payments) derived from the Premises under this Agreement, in either case separate from the underlying Structure and/or Property, to any third party who is not an Affiliate of Landlord, then prior to any such sale or transfer Landlord shall first provide Tenant with a right of first refusal ("ROFR") to acquire such right(s). In order to evaluate the terms and conditions offered to Landlord by such third party Landlord shall provide Tenant with a full, complete and unredacted copy thereof and Tenant shall have thirty (30) days from receipt thereof to elect to exercise its ROFR; provided that Tenant's exercise of the ROFR shall be on the same terms and conditions as offered to Landlord by such third party (except as may be mutually agreed upon to the contrary).

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "Mortgage") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain so as to render the Premises unusable for the purpose intended by the Tenant (each, a

"Taking"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("Force Majeure"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision

shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.11) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

Village of Greenport
Attn: Village Clerk

If by courier service:
236 Third Street
Greenport, NY 11944

If by first-class certified mail:
236 Third Street
Greenport, NY 11944

If by email:
Email address: spirillo@greenportvillage.org

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or

otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

Village of Greenport

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

holds and assigns forever, all that certain piece or parcel of land situate in the Village of Greenport, Suffolk County, N. Y. bounded and described as follows: Beginning at the northwest corner of lot # 51 as laid out on map of Washington Heights which map is made by Otto W. VanTuyt, dated December 8, 1928 and filed in the office of the Clerk of Suffolk County; running thence along the southerly line of Washington Avenue as same is laid out on said map to the northwest corner of lot # 53 as laid out on said map; running thence in a straight line and in a south easterly direction to the south east corner of said lot # 53; running thence easterly along the southerly line of lots # 54 and 55 as laid out on said map to the south east corner of lot # 55; running thence in a northerly direction along the easterly boundary line of lot # 55 to the south west corner of an un-numbered lot situate between lots # 55 and 56; running thence easterly along the southerly line of said un-numbered lot and lots # 56, 57, 58 and 59 to a point on the southerly line of

lot # 59 where same is intersected by the easterly line of "Plot A" as shown on said map; running thence south 35° 46' 40" east a distance of 300.64 feet to a monument; running thence south 74° 34' 20" west a distance of 447.98 feet to a monument; running thence north 4° 1' 30" west to the point or place of beginning.

75 Washington Avenue, Greenport, NY

Also known Section 1001.2, Block 1, Lot 21.2 (Parcel ID 1001-002-00-01-00-021-002) on the tax map of the Village of Greenport

EXHIBIT B

SITE PLAN

[To be inserted prior to execution]

COMMUNICATIONS SITE LICENSE AGREEMENT

COMMUNICATIONS SITE LICENSE AGREEMENT (“License”) dated as of February 1, 2022, is made by and between the Village of Greenport with offices located at 236 Third Street, Greenport, New York 11944 (“Village”), and the Southold Fire Department, with offices located at PO Box 908 Main Road, Southold, New York 11971 (“Department”) as follows;

R E C I T A L S

This License is entered into based upon the following facts, circumstances and understandings:

A. Village owns certain real property legally described in Exhibit “A” attached hereto and commonly known as 75 Washington Avenue, Greenport, NY 11944; Assessor’s Parcel Number 002.00-01.00-021.001 (“Village’s Real Property”). Department desires to license a portion of Village’s Real Property with any necessary easements such as power, telephone, and utility over other portions of Village’s Real Property and/or shared use of Village’s easements over other real property necessary for Department’s access and utilities to the License area (altogether the “Premises”), as described on Exhibit “B” attached hereto. Village represents and warrants that it has the right to grant the rights set forth herein and that it has full rights of ingress to and egress from the Premises from a public roadway.

B. Department desires to locate emergency communications equipment at the 150’ and 170’ heights on the monopole at the Premises.

C. Based on the premises set forth herein and on the terms and conditions set forth below, Village is willing to enter a license with the Department for Department’s proposed use subject to the terms and conditions of this License.

WHEREFORE, in consideration of the Premises set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. **Grant of License.** Village hereby a license to Department for Department’s proposed location of emergency equipment at two locations on the monopole at the Premises, subject to the following terms and conditions for the Term.

2. **Permitted Uses.** The Premises may be used by Department for the location of emergency communications equipment only. Under this License, Department may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, and related equipment (collectively “Department’s Facilities”) as indicated on the attached Exhibit B. Department may perform maintenance, repairs, additions to, and replacement of Department’s Facilities as necessary and appropriate for emergency communications only.

3. **Conditions Precedent: Prior Approvals.** This License is conditioned upon Department obtaining all governmental licenses, permits and approvals enabling Department to construct and operate emergency communications equipment at the Premises. Village agrees to cooperate with Department’s reasonable requests for Village’s signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit

applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Village.

4. **Term.** The term of this License ("Term") shall be one (1) self-renewing one year term, commencing on the execution of this License by both parties, which shall self-renew for a total of ten one year terms. Either party may notify the other party in writing not less than ninety (90) days prior to the expiration of any one of the one year terms that the License will not renew and then the License will not renew and will end on that term.

5. **Fee.** There shall be no fee except that Department will pay all costs incurred hereunder and for any utilities or other goods, services or materials used by Department or required in order for this License to take or remain in effect.

6. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this License, Department shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Department. In exercising its right of access to the Premises herein, Department agrees to cooperate with any reasonable security procedures utilized by Village at Village's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Village or of any of the tenants or subtenants or occupants on the monopole or at the Premises. Village shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Department's access to the Premises. Village shall be responsible for maintaining and repairing such roadways and driveways at Village's sole expense, except for any damage caused by Department's use of such roadways or driveways. If Department causes any such damage to the monopole or its associated equipment, the equipment of any tenant or subtenant, or the Village grounds around the Premises, the Department shall promptly repair the same at its sole expense.

7. **Department's Work, Maintenance and Repairs.** All of Department's construction and installation work at the Premises shall be performed at Department's sole cost and expense and in a good and workmanlike manner. Department shall submit copies of the site plan and specifications to the Village for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Village shall give such approval or provide Department with its requests for changes within five (5) business days of Village's receipt of Department's plans. If Village does not provide such approval or request for changes within such five (5) business day period, Village shall be deemed to have approved the plans. Village shall not be entitled to receive any additional consideration in exchange for giving its approval of Department's plans. Department shall maintain Department's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Department shall not be required to make any repairs to the Premises except for damages to the Premises caused by Department, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this License, Department shall surrender the Premises in good condition, less ordinary wear and tear; however, Department shall be required to restore premises to their original condition except that the Department shall not be required to remove any foundation supports for Department's Facilities or conduits which have been installed by Department.

8. **Title to Department's Facilities.** Title to Department's equipment placed on the Premises by Department shall be held by Department. All of Department's Facilities shall remain the property of Department and are not fixtures. Department has the right to remove all Department's Facilities at its sole expense on or before the expiration or termination of this License.

9. **Utilities.** Department shall have the right to install utilities, at Department's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Village's approval of the location, which approval shall not be unreasonably withheld, conditioned, or delayed, Department shall have the right to place utilities on (or to bring utilities across) Village's Real Property in order to service the Premises and Department's Facilities. Department agrees to install, at Department's cost, the required equipment, meters and connections and will reimburse Village for Department's use of utilities at a rate equal to Village's unit cost for the utilities. Department shall pay the cost of utility service provided to the Premises and attributable to Department's use ("Utility Charge"). Department shall pay the estimated cost of the Utility Charge monthly in advance. The parties estimate the Utility Charge at the commencement of construction to be Two Hundred Dollars (\$200.00) per month. During the term of this License, at Village's request (which request shall not be more frequent than once every twelve months), Department shall calculate the actual Utility Charge for the immediately preceding twelve (12) months based on the readings from the privately installed sub-meter at Village's property. If the actual Utility Charge varies from the estimated Utility Charges paid, the parties shall reconcile past payments of utility charges and adjust future estimates of the Utility Charge to reflect Department's actual usage.

10. **Interference with Communications.** Department's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exist on Village's Real Property on the effective date of this License ("Pre-existing Communications") or anytime thereafter, and Department's Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). Upon written notice from Village of apparent interference by Department with Pre-existing Communications, Department shall have the responsibility to promptly terminate such interference or demonstrate to Village with competent information that the apparent interference in fact is not caused by Department's Facilities or operations. Village shall not, nor shall Village permit any other tenant or occupant of any portion of Village's Real Property to, engage in any activities or operations which interfere with the communications operations of Department described hereinabove.

11. **Taxes.** Department shall pay personal property taxes assessed against Department's Facilities, and Village shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this License.

12. **Termination.** This License may be terminated by Department on thirty (30) days notice without further liability by delivery of written thirty (30) day notice thereof to Village prior to the Commencement Date for any reason resulting from Department's Due Diligence, provided the notice states the specific reason, or if a title report obtained by Department for Village's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Department's use of the Premises for Department's intended use. This License may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Department if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Department's Facilities ("Permits"), is unable to obtain such Permits without conditions which are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so, provided Department has made a good faith application or effort to obtain those approvals; (iii) by Department, on thirty (30) days written notice to Village, if Department is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Department if Department determines that the

Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference, or in the event Department terminates pursuant to subsection 14, below and Department has caused the damages to the Village's Property. In the event Department terminates pursuant to subsection (iv) above, Department shall pay Village a one time termination fee in the amount of six (6) months Rent. Other than as stated herein, Village shall not have the right to terminate, revoke or cancel this License. It will not be a permissible reason for termination hereunder by Department that Department is moving to a new site in the proximate area of the Premises.

13. Destruction of Premises. If the Premises or Village's Property is destroyed or damaged by a casualty, so as in Department's judgment the damage was sufficient to hinder its effective use of Village's Property for the ongoing operation of a wireless communications site, Department may elect to terminate this License without further liability of Department as of the date of the damage or destruction by so notifying Village no more than thirty (30) days following the date of damage or destruction. In the event Department causes such damage or destruction Department can only terminate pursuant to paragraph 12 above. In such event, all rights and obligations of the parties which do not survive the termination of this License shall cease as of the date of the damage or destruction.

14. Insurance. Department shall maintain the following insurance, which shall name the Village as additional insured, and proof of which shall be provided to the Village within thirty (30) days of the Commencement Date: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Village, at Village's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Village, its employees and agents arising out of or in connection with Village's use, occupancy and maintenance of the Property. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.

15. Assignments or Transfers. Village may assign or transfer this License to any person or entity without any requirement for prior approval by Department, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Village in said License, including the obligation to respect Department's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Department may not assign or transfer this License.

16. Subleases. Department shall not sublease the Premise or this Agreement.

17. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Department is not in default under this License, Department shall be entitled to quiet enjoyment of the Premises during the term of this License or any Renewal Term, and Department shall not be disturbed in its occupancy and use of the Premises.

(b) This License shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Village's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Department shall execute and deliver promptly any certificate of subordination that Village may reasonably request, provided that such certificate acknowledges that this License remains in full force and effect, recognizes Department's right to nondisturbance and quiet enjoyment of the Premises so long as Department is not in default under this License, only contains true and accurate statements and Department's liability shall be capped at the remaining rent under this License. If any mortgagee or lender succeeds to Village's interest in Village's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Department shall attorn to and recognize such successor as Village under this License.

(c) At any time upon not less than ten (10) days' prior written notice by Village, Department shall execute, acknowledge and deliver to Village or any other party specified by Village a statement in writing certifying that this License is in full force and effect, if true, and the status of any continuing defaults under this License.

18. Indemnifications.

(a) **Department's Indemnity.** Department hereby agrees to indemnify and hold Village and Village's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Department's use, operation, maintenance or repair of Department's Facilities at the Premises or access over Village's Real Property or Department's shared use of Village's easements for access to the Premises, except those resulting from the gross negligence or intentional acts of Village or Village's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(b) **Village's Indemnity.** Village hereby agrees to indemnify and hold Department and Department's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with Village's use, operation, maintenance or repair of improvements on Village's Real Property, Village's shared use of easements for access to Village's Real Property, any violation of governmental regulations relating to the Premises and any towers used by Department (including the lighting or painting for aviation pathways), except those resulting from the gross negligence or intentional acts of Department or Department's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(c) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this License.

19. Hazardous Materials. Department agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Village's Real Property in violation of any law or regulation. Village represents, warrants and agrees (1) that neither Village nor, to Village's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within Village's Real Property in violation of any law or regulation, and (2) that Village will not, and will not permit any third party to use,

generate, store or dispose of any Hazardous Material on, under, about or within Village's Real Property in violation of any law or regulation. Village and Department each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Village's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

20. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Village: Village of Greenport

Attn: _____
Telephone: _____
Facsimile: _____
Federal Taxpayer ID Number: _____

With a copy to: Joseph W. Prokop, Esq
Village Attorney
Village of Greenport
236 Third Street
Greenport, NY 11944

Department: Southold Fire Department

With a copy to:

Village or Department may from time to time designate any other address for notices or deliveries by written notice to the other party.

23. Miscellaneous.

(a) **Severability.** If any provision of the License is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this License shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this License to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this License have full power and authority, to execute and deliver this License, and that this License constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this License shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this License shall be construed to waive or lessen any right to insist upon strict performance of the terms of this License.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of New York, venue in Suffolk County.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

(g) **Entire Agreement; Amendments.** This License constitutes the entire agreement and understanding between the parties regarding Department's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by duly authorized representatives of both parties.

(h) **No Presumptions Regarding Preparation of License.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this License. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this License are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this License.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly

authorized representatives on the dates set forth below and acknowledge that this License is effective as of the date first above written.

VILLAGE:

Village of Greenport,
a municipal corporation

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

By: _____
(Signature)

DEPARTMENT:

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF VILLAGE'S REAL PROPERTY

to the License dated _____, 200__, by and between Village of Greenport, a municipal corporation, as Village, and Southold Fire Department, as Department.

Village's Property of which Premises are a part is described as follows:

State of New York, bounded and described as follows: Beginning at a concrete monument set on the northerly line of land of the parties of the first part three hundred fifty (350') westerly along said line from the westerly line of Main Street, said point being the south westerly corner of land of H. H. Tuthill; running thence along other land of the parties of the first part on a line parallel to said westerly line of Main Street, S. 28°25' E. one hundred eleven and seventy-four hundredths (111.74') feet to a concrete monument and land of Green Hill Cemetery Association; thence along last mentioned land, S. 73°53'30" W four hundred one and forty-seven hundredths (401.47') feet to the southeasterly corner of other land of the party of the second part; thence along last mentioned land N. 3°46'40" three hundred and sixty-four hundredths (366.64') feet to the northeasterly corner of said other land of the party of the second part; thence along the southerly line of Lots 59, 60, 61, 62 and 63 of Washington Heights map, N. 87°17'40" E. two hundred forty-four and fifteen hundredths (244.15') feet to a concrete monument; thence along land of Valentine, N. 67°28' E. forty-six and fifty-six hundredths (46.56') feet; thence along land of A. Williams (1000, E. 27°41' E. seventy and twenty-five hundredths (70.25') feet; thence along said land of H. H. Tuthill S. 29°45' 10" E. sixty-six and six hundredths (66.66') feet to the point of beginning. Containing 2.066 acres.

2015 PAGE 531

Assessors Parcel Number: 002.00-01.00-021.001



336 South Service Road
Melville, NY 11747

January 12, 2022

Village of Greenport
236 Third Street
Greenport, New York 11944

Attention: Mr. Paul Pallas, Village Administrator

Reference: Microgrid & Storm Hardening Project – WWTP Design Changes

Dear Mr. Pallas,

Haugland Energy herein provides a change order request for the microgrid electrical design changes as referenced on the CHA revised drawing #E-203. The Work is defined via the attached documents (1) CHA Base Bid Drawing E-202 and (2) CHA revised drawing E-203.

A summary of the Work is as follows:

- Furnish and Install (2) 300A NEMA 3R automatic transfer switches to replace the existing ATS #1 & ATS #3.
- Furnish and Install (2) NEMA 3R panelboards (BDP; EDP; FDP) per drawing E-203.
- Furnish and Install (2) 50A 3P NEMA 1 non-fused disconnect switches at the Panel L transformer and the Sludge Room transformer. (Note: disconnects are not shown on E-203 but are required per National Electric Code)
- Furnish and Install all associated AC conduit and wiring per the revised plan E-203.
- Furnish & Install new communications conduits and wiring from ATS #1 & ATS #3 to microgrid site controller.
- Microgrid site controller programming changes per the revised sequence of operations as shown on drawing E-203.

Pricing Summary:

• Total Change Order.....	\$90,602.00
• Base Bid Deducts.....	\$(25,776.00)
 Total Net Change Order.....	 \$64,826.00



336 South Service Road
Melville, NY 11747

Our proposed cost for the Work which includes all labor, materials, equipment, and supervision to perform the complete scope is \$64,826.00.

Please review and advise if you have any questions. We are available to discuss any questions you may have at your convenience.

Respectfully Submitted,
Haugland Energy Group LLC

A handwritten signature in black ink, appearing to read 'Sean Cooper'.

Sean Cooper
Sr. Project Manager



PROPOSED MICROGRID GREENWORTH NY 11944

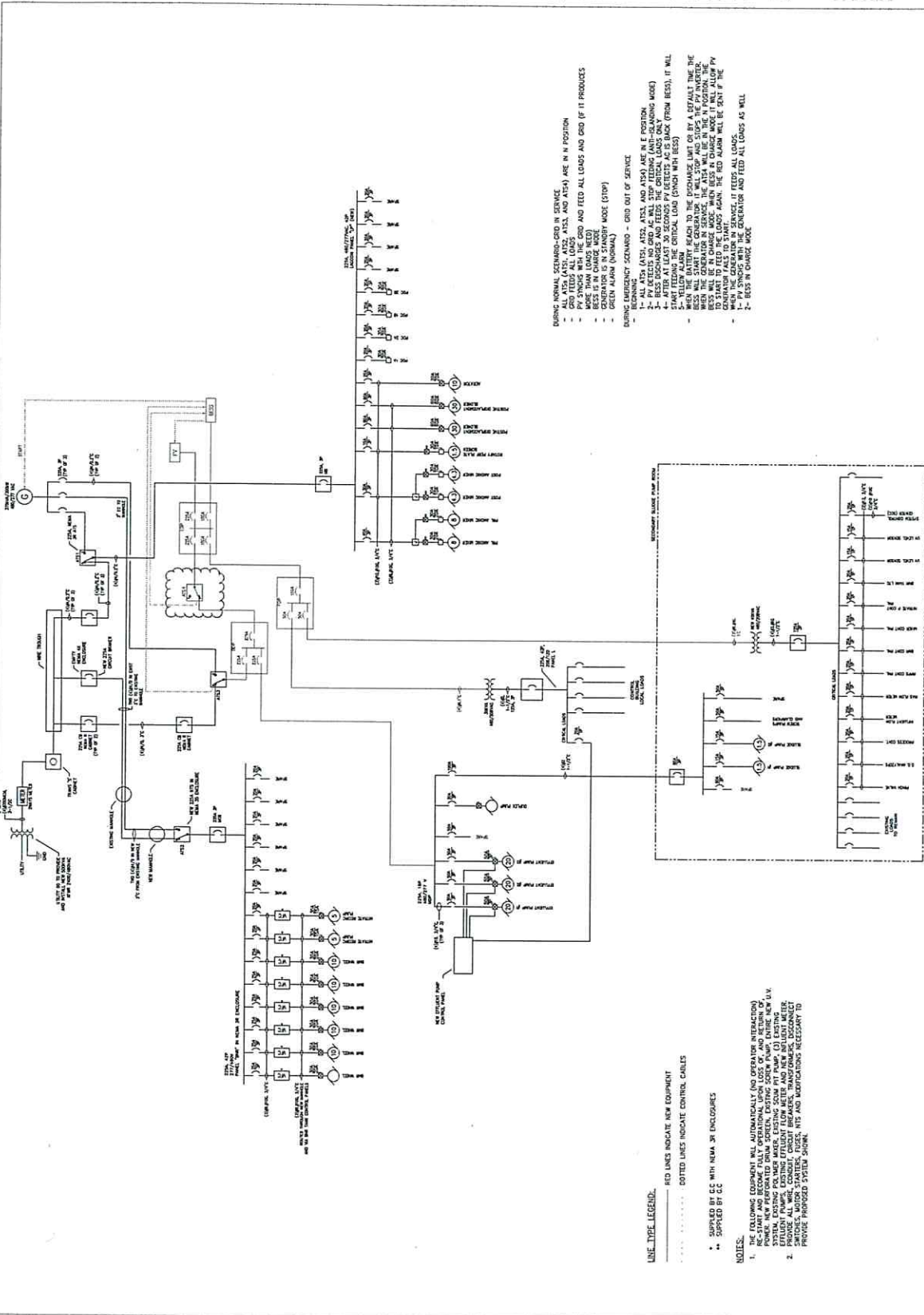
WWTTP

ELECTRICAL ONE-LINE DIAGRAM

WWTTP

Prepared By:	Checked By:
ED	JM
12/18/2020	12/18/2020
AS SHOWN	AS SHOWN

E-203



- DURING NORMAL SCENARIO-GRID IN SERVICE**
- 1- GRID FEEDS ALL LOADS
 - 2- BESS DISCHARGES AND FEEDS THE CRITICAL LOADS ONLY
 - 3- BESS FEEDS THE GRID AND FEED ALL LOADS AND GRID (IF IT PRODUCES EXCESS ENERGY)
 - 4- BESS IS IN CHARGE MODE
 - 5- BESS IS IN NORMAL MODE (STOP)
 - 6- GREEN ALARM (NORMAL)
- DURING EMERGENCY SCENARIO - GRID OUT OF SERVICE**
- 1- BESS STARTS AT 100% POWER IN CHARGE MODE
 - 2- PV KICKS IN AND GRID WILL STOP FEEDING (ANTI-ISLANDING MODE)
 - 3- BESS FEEDS THE CRITICAL LOADS ONLY
 - 4- BESS FEEDS THE GRID AND FEED ALL LOADS AND GRID (IF IT PRODUCES EXCESS ENERGY)
 - 5- WHEN THE BATTERY REACHES TO THE DISCHARGE LIMIT OR BY A DEFAULT TIME THE BESS WILL START THE GENERATOR. IT WILL STOP AND STOPS THE PV INVERTER.
 - 6- BESS WILL BE IN CHARGE MODE. WHEN BESS IN CHARGE MODE IT WILL ALLOW PV GENERATOR TO FEED THE CRITICAL LOADS ONLY.
 - 7- BESS WILL BE IN CHARGE MODE AGAIN. THE RED ALARM WILL BE SENT IF THE GENERATOR FAILS TO START.
 - 8- PV STARTS WITH IN CHARGE MODE AND FEED ALL LOADS.
 - 9- BESS IS IN CHARGE MODE.

LINE TYPE LEGEND:

- RED LINES INDICATE NEW EQUIPMENT
- DOTTED LINES INDICATE CONTROL CABLES
- ** SUPPLIED BY G.C. WITH HELM IN ENCLOSURES
- * SUPPLIED BY G.C.

- NOTES:**
1. THE FOLLOWING EQUIPMENT WILL AUTOMATICALLY (NO OPERATOR INTERACTION) RE-START AND BECOME FULLY OPERATIONAL UPON LOSS OF, AND RETURN OF POWER TO THE MICROGRID. THIS EQUIPMENT IS TO BE INSTALLED IN THE SYSTEM. EXISTING PUMP MTR, EXISTING SOCM (AT PUMP), (3) EXISTING CONTROL PANELS, (2) EXISTING TRANSFORMERS, (2) EXISTING TRANSFORMER COILS, (1) EXISTING TRANSFORMER COILS, (1) EXISTING TRANSFORMER COILS, (1) EXISTING TRANSFORMER COILS. PROVIDE ALL WIRING, CONDUIT, CIRCUIT BREAKERS, TRANSFORMERS, DISCONNECTS, MOTORS, STARTERS, JOINTS, NTS AND MODIFICATIONS NECESSARY TO PROVIDE THROUGH START-UP.



February 1, 2022

Mr. Paul J. Pallas, P.E.
Village of Greenport
236 Third Street
Greenport, NY 11944

Re: Proposal for Professional Engineering Services
Sewage Conveyance System for Beach Road Residences and Local Marinas

Dear Mr. Pallas:

Cashin Associates, P.C. (CA) is pleased to submit this proposal for professional engineering services associated with the above referenced project.

It is our understanding that the Village of Greenport is considering constructing a wastewater collection system, pump station, and force main to connect two local marinas on Sterling Basin, including the two restaurants located in the marinas, to the existing Village sewer system. The design and construction of the system is to be such that it can accommodate the connection of approximately 28 private homes located nearby on Beach Road (the "Sandy Beach Community").

It is our further understanding, based on our discussions, that the starting point for the design is the proposed sewer site plan prepared by CA as part of our previous sewer expansion report and study, see Figure 1 dated November 29, 2017.

The current project's conceptual design includes a new on-site low-pressure sewer (LPS) system at the Safe Harbor Marina at 500 Beach Road which will discharge into a force main on Manhasset Avenue and will continue west to the second Safe Harbor Marina, then turn south, through Marina property. A second LPS system will be installed on second Safe Harbor Marina site and tie into the force main which will then continue under Sterling Basin and connect to an existing Village sewer system manhole located on Manor Place.

The conceptual design includes the installation of a new gravity wastewater collection system along Beach Road to convey sanitary discharge from the homes in the Sandy Beach Community to a new sanitary pump station located on Town of Southold property along Beach Road. A force main will be installed from the pump station, north along Beach Road to Manhasset Avenue where two LPs systems servicing the two marinas will be connected.

Due to the number of parties involved (Village, Marinas, Village residents, Town of Southold) and the number of Agency approvals necessary to complete this project, CA recommends a phased approach to this project be adopted allowing for incremental input from the stakeholders and the governing agencies after each phase, thus providing opportunity for modifications to the design concept as well as to this proposal as necessary.

CA proposes the following Scope of Service:

Conceptual Design Phase

- ◆ Prepare preliminary, budgetary, order of magnitude construction cost estimates for the construction of the pump station, force main, and on-site LPS systems for the marinas and for the installation of the gravity collection system to service the Sandy Beach Community.
- ◆ Meet with Marina, representatives of the Sandy Beach Community and Village personnel to walk the anticipated project work limits and review the project scope and budget estimates.

CA's proposed fee for this Phase is \$22,800.

Schematic Design Plan

Upon completion of the Conceptual Design Phase, and reaching consensus among the Village, Town, Marinas and representatives of the Sandy Beach Community on the project parameters and the conceptual design, after any modifications to the proposed project scope, if necessary, and after authorization by the Village, CA will proceed to the Schematic Design Phase which will include the following tasks:

- ◆ Coordinate utility mark-outs of public right-of-way (ROW) within the anticipated project work limits.
- ◆ Coordinate and perform private property utility mark-outs as required.
- ◆ Identify and mark out proposed soil boring locations.
- ◆ Contract with an approved company to perform soil borings to identify the depth to groundwater and to characterize soil conditions.
- ◆ Perform property surveys to identify the limits of the rights-of-way and the topographical features of the northern section of Beach Road, Manhasset Road from Beach Road to Safe Harbor Marina, and through the marina south to Sterling Basin.
- ◆ Perform property surveys to identify the limits of the rights-of-way and topographical features of Beach Road and the southernmost section of Beach Road passing through the Sandy Beach Community, up to proposed pump station location.
- ◆ Perform a bathymetric survey of Sterling Basin along the proposed force main's crossing.
- ◆ Develop schematic design plans for review and approval by the Marina Owners and Village identified project stakeholders.
- ◆ Meet with project stakeholders to review and design schematic design plans.
- ◆ Revise schematic designs to address questions and comments received.

CA's proposed fee for this Phase is: \$152,715, as follows:

CA	\$56,700
Utility Mark Outs	\$12,180, per October 27, 2021 proposal from Blood Hound
Soil Borings	\$ 8,835, per October 27, 2021 proposal from LAWES
Surveys	\$75,000, per October 27, 2021 proposal from O'Connor-Petito
TOTAL:	\$152,715

Final Design Phase

After acceptance by the Village, Marina and residents of the Schematic Design and upon approval of the Village, CA proposes the following Scope of Work for the Final Design Phase:

- ◆ Advance plans/specifications and prepare requisite paperwork for the submission of permit applications to the Authorities Having Jurisdiction (AHJs), including:

-
- a. Village of Greenport
 - b. Suffolk County Department of Health
 - c. New York State Department of Environmental Conservation (NYSDEC).
 - d. Army Corp of Engineer (ACOE)
 - e. Town of Southold

- ◆ Meet with project stakeholders to discuss comments from AHJs.
- ◆ Revise and resubmit permit application documents as required by the AHJs.
- ◆ Advance plans and technical specifications to the Construction Document level, suitable for public bidding.
- ◆ Review the Village's standard construction contract boilerplate documents and coordinate them with other general project documents to form the construction contract "Front End".
- ◆ Meet with Village Officials to review the finalized documents and coordinate the bidding schedule.
- ◆ Provide the Village with a complete coordinated set of Bidding Documents in electronic format for the purpose of soliciting competitive bids.

CA's proposed fee for this Phase is: \$85,500

Because the work is being performed for the benefit of the Village of Greenport, it is assumed that the Village will appeal to the Town of Southold to waive any permit fees associated with performing soil borings by our subcontractor; therefore any permit fees associated with the survey are not included in this Proposal. Any fees assessed by AHJs are also excluded. If fees are charged it is assumed they will be paid by the Village or billed to the Village as a pass-through cost with no mark-up.

Also, excluded from this proposal are design elements relating to abandonment of existing sanitary systems as well as connections to the new system for the homes in the Sandy Beach community.

Bid Phase

- ◆ Attend the bid opening, review all bids received, perform a bid analysis, and vet the apparent low bidder(s).
- ◆ Issue a Letter of Recommendation on Contract Award to the Village.

CA's proposed fee for this Phase is: \$4,100

Due to the significant number of stakeholders in this project (Village, Marinas, Resident Group, Town, Authorities Having Jurisdiction) and the preliminary nature of the conceptual design, CA recommends that upon completion of each of the above phases of work, the Scope of Work and Fee for the subsequent phase be reviewed with the Village, modified if necessary, and approved by the Village.

Fee Summary –

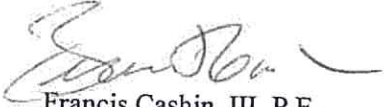
• Conceptual Design:	\$ 22,800
• Schematic Design:	
- CA	\$ 56,700
- Utility Mark Outs	\$ 12,180
- Soil Borings	\$ 8,835
- Surveys	\$ 75,000
	\$152,715
• Final Design	\$ 85,500
• Bid	\$ 4,100

GRAND TOTAL: \$265,000

Paul J. Pallas, P.E.
February 1, 2022
Page 4 of 4

We are prepared to begin work immediately upon authorization. If you should have any questions, or require any additional information please feel free to contact me.

Very truly yours,
CASHIN ASSOCIATES, P.C.

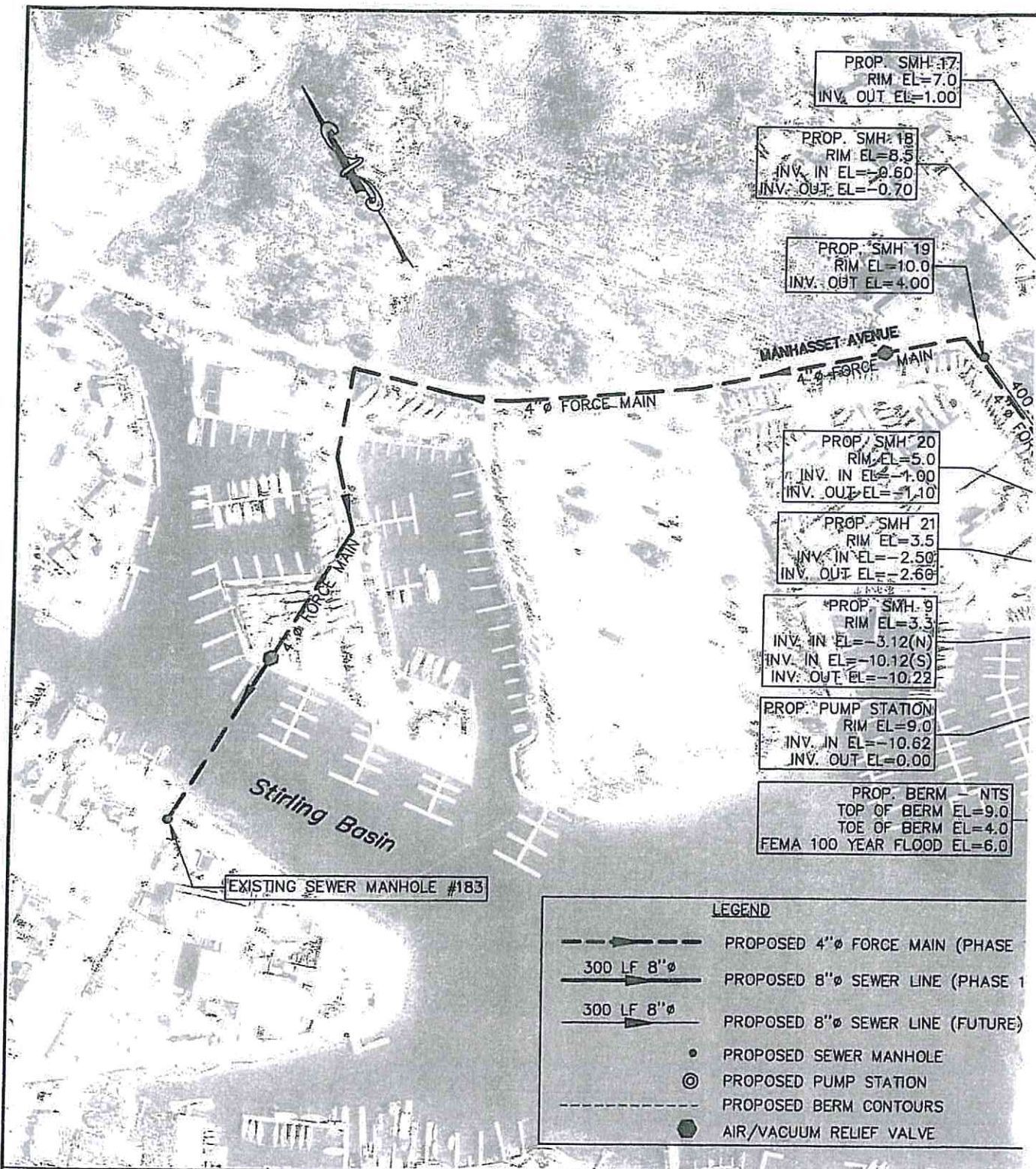


Francis Cashin, III, P.E.
Executive Vice President

F3/ck
Enclosures

17008.200

i:\projects\illage of greenport\17008.200 - sewer beach street + marinas\17008.2 - paul pallas ltr proposal - beach road-final.docx



PROP. SMH 17
RIM EL=7.0
INV. OUT EL=1.00

PROP. SMH 18
RIM EL=8.5
INV. IN EL=-0.60
INV. OUT EL=-0.70

PROP. SMH 19
RIM EL=10.0
INV. OUT EL=4.00

PROP. SMH 20
RIM EL=5.0
INV. IN EL=-1.00
INV. OUT EL=-1.10

PROP. SMH 21
RIM EL=3.5
INV. IN EL=-2.50
INV. OUT EL=-2.60

PROP. SMH 9
RIM EL=3.3
INV. IN EL=-3.12(N)
INV. IN EL=-10.12(S)
INV. OUT EL=-10.22

PROP. PUMP STATION
RIM EL=9.0
INV. IN EL=-10.62
INV. OUT EL=0.00

PROP. BERM - NTS
TOP OF BERM EL=9.0
TOE OF BERM EL=4.0
FEMA 100 YEAR FLOOD EL=6.0

EXISTING SEWER MANHOLE #183

LEGEND

- PROPOSED 4"Ø FORCE MAIN (PHASE 1)
- 300 LF 8"Ø PROPOSED 8"Ø SEWER LINE (PHASE 1)
- 300 LF 8"Ø PROPOSED 8"Ø SEWER LINE (FUTURE)
- PROPOSED SEWER MANHOLE
- PROPOSED PUMP STATION
- PROPOSED BERM CONTOURS
- AIR/VACUUM RELIEF VALVE

Cashin Associates, P.C.
ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT

CLIENT: VILLAGE OF GREENPORT
PROJECT: PROPOSED SEWER
TITLE: FIGURE 1 - SITE PLAN PROPOSED SEWER



27 Forest Avenue, Locust Valley, NY 11560
oconnorpetito@verizon.net

Tel: 516-676-3260
Fax: 516-676-1514

JOSEPH PETITO, LS

October 27, 2021

Francis D. Ribaudó

Via email: ribs@att.net
Frank Cashin: fcashin@ca-pc.com
Jim Feeney: jfeeney@ca-pc.com

Re: Cashin Associates: RFP for Village of Greenport

PROPOSAL

1. Preparation of topographic base mapping for approx. 5000 linear feet Centerline 50 feet stations	\$75,000
Property line/ROW determination	
2. Full survey on town-owned parcel, 2 marinas, around the terminus point Across Stirling Basin	

Agreed

Print name

Date

Please sign and return by email.

LAND, AIR, WATER ENVIRONMENTAL SERVICES, INC.



32 CHICHESTER AVE. PO BOX 372 CENTER MORICHES, NY 11934

(631) 874-2112 FAX (631) 874-4547

CASHIN ASSOCIATES, P.C.

Attn: Francis D. Ribaudo
1200 Veterans Memorial Highway
Hauppauge, NY 11788

October 22, 2021

Subject: Village of Greenport, NY - Sewer Project soil investigation proposal

Dear Mr. Ribaudo:

Enclosed is Land, Air, Water Environmental Services, Inc.'s (LAWES) proposal to perform soil borings at your Village of Greenport Sewer Project locations in the Village of Greenport, NY.

Scope of Work: truck mounted probe/auger drill rig

- Level D PPE - Hard Hat, Gloves, Safety Glasses, Work Boots, Safety Vest, Hearing protection
- No Pre-clearing – one call notification
- Roadway cored with a 4" - 6" diamond tipped core drill
- (8) Soil borings to 10', (1) boring to 15', (1) boring to 20', and (2) borings to 30' via Geoprobe's Geotechnical ADH-SPT 3.5" Drive Rod Split Spoon Sampling System
 - Split Spoon Samples 2" x 24" with a frequency of every 5' to termination
 - Samples stored in mason jars
 - 4 1/4" ID hollow stem augers, or Geoprobe's Geotechnical ADH-SPT 3.5" Drive Rod Split Spoon Sampling System
 - Engineering oversight and reporting to be performed by CASHIN ASSOCIATES, P.C.
- Restoration – backfill borings with excess sample and clean sand and then cold asphalt patch

The scope of work will be to supply a truck mounted combination probe/auger rig and 2-man crew to advance (8) Soil borings to 10', (1) boring to 15', (1) boring to 20', and (2) borings to 30' via Geoprobe's Geotechnical ADH-SPT 3.5" Drive Rod Split Spoon Sampling System. The roadway will be cored with a 4" – 6" diamond tipped core drill and then split spoon samples will be taken in the borings with a frequency of every 5' to the termination depth. All spoons will be obtained according to ASTM D-1586 and blow counts recorded. Each spoon will be classified according to the USCS classification system. Samples will be placed in sealed mason jars and stored up to 6-months. A 1" temporary well will be installed in each boring prior to the rods being pulled. The rods will be pulled, and the well will be monitored for depth to water. The well will be removed and the boring patched with cold asphalt patch. Note that no hot patching of the roadway is proposed.

LAWES will call in the utility one-call notification - but will rely on CASHIN ASSOCIATES, P.C. to locate borings to avoid on-site underground utilities and constructions. All Engineering oversight, surveying, and reporting will be provided by CASHIN ASSOCIATES, P.C. CASHIN ASSOCIATES, P.C. will provide all required right of way permits. Traffic control will consist of cones and signs only. This is proposed with the assumption that all work may be performed along the edge of the roadway and that no lane closures will be required.

The time required to perform the preceding scope of work is estimated as follows:

ESTIMATED TIMELINE IN DAYS

TASK	1	2	3	4	5	6
Preform (12) soil borings between 10' & 30'	X	X	X			
Install, monitor & remove (12) temp wells	X	X	X			

Test Borings/ Environmental Drilling / Geoprobe/ Vactron Services
Certified Woman Owned Business

October 22, 2021

F. Ribaldo / CASHIN ASSOCIATES, P.C. - Village of Greenport Sewer Project soil borings

The cost to perform the preceding scope of work is estimated as follows:

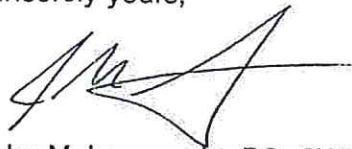
ESTIMATED SOIL BORING COSTS				
Village of Greenport Sewer Project Soil Borings	Item cost	Units	Estimated units	Estimated cost
Mobilization probe rig	\$600.00	each	1	\$600.00
Rig and 2-man crew up to 8 hours	\$2,300.00	per day	3	\$6,900.00
Overtime after 8 hours on site	\$550.00	per hour	0	\$0.00
1" x 15' Sch-40 PVC temp wells	\$150.00	each	2	\$300.00
Cold asphalt or concrete patch	\$45.00	bag	12	\$540.00
Clean sand backfill	\$30.00	bag	12	\$360.00
Mason jars	\$45.00	case	3	\$135.00
Suffolk County sales tax	8.625%	rate	exempt	\$0.00
TOTAL ESTIMATED PROJECT COSTS:				\$8,835.00

All work will be performed during normal daylight business hours Monday through Friday. In addition, all labor supplied will be nonunion. This project was bid as a non-prevailing wage project.

CASHIN ASSOCIATES, P.C. will be responsible for locating and providing labor and equipment access to the boring locations, all engineering oversight and reporting, all required permits, any required hot patching of the roadway, all regulatory-client-owner or tenant interfacing, and supplying a capital improvement certificate, tax exemption document or paying applicable taxes. Land, Air, Water Environmental Services, Inc. is a CERTIFIED WOMAN OWNED BUSINESS ENTERPRISE (WBE). Insurance will be as per Land, Air, Water Environmental Services, Inc. current coverage provided in the attached sample certificate.

Acceptance of this proposal certifies CASHIN ASSOCIATES, P.C.'s understanding that LAWES will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 75-days. LAWES invoices shall be submitted by CASHIN ASSOCIATES, P.C. to the Client for payment within 30-days of receipt and be payable 10-days after receipt of payment from the Client or within 75-days from LAWES's invoice date - whichever is sooner. If you should have any questions or comments concerning this proposal, please feel free to call and I will be happy to be of assistance.

Sincerely yours,



John M. Lamprecht, PG, CWD
V. President

Enclosure

Accepted by : _____

Title : _____

Date : _____

Blood Hound
750 Patricks Place
Brownsburg, IN 46112



Proceed with
confidence



ESTIMATE

Created Date 10/27/2021
Expiration Date 2/4/2022
Estimate Number 66030
District CIN

Customer	Cashin Associates, P.C.	Name	Mr. Marc Califano
Billing Phone	(631) 348-7600	Phone	(631) 348-7600
Billing Address	1200 Veterans Memorial Highway Hauppauge, NY 11788 US	Email	mcalifano@ca-pc.com
Job Site Location	Beach Rd, Greenport, NY, 11944		

Product	Invoice Description	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	Prevailing Wage Rate	40.00	\$290.00	\$11,600.00
Grand Total				\$11,600.00

Scope of Work

Customer SOW Designing a new sanitary sewer system to go from both marinas to the small empty lot where they will be installing a lift station to pump sewer to public sewer system.

BHUG SOW Proposal covering both the marina properties, red line cuts through marinas but I spoke with them on phone they want all buildings covered. Additional time is estimated since we have no drawings and cannot tell on google maps if there is any fueling areas tanks, pumps etc. Cemetery between marinas not included. If marinas take less then the time estimated, customer will only be billed for time on site.

- Client will only be invoiced for time needed to complete the stated SOW with a two-hour minimum. Customer is advised if less time onsite is required, invoicing will be reduced to no less than the minimum fee. Any additional time required on site to complete the task beyond the estimated / minimum time will be invoiced in 15-minute increments @ \$72.50 per increment, upon customer approval.
- Customer is always responsible to call 811 for locates of any public utilities.
- If the Scope of Work should change, or is different than listed on estimate, please call our office for a revised estimate.
- Estimated time onsite does not include time for any site-specific training, escorting or ingress / egress time which if required, shall be an additional billable charge up to and including exceeding the estimate.
- Results are dependent upon field conditions at the time of locating services. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures.
- Access to all buildings or structures on site may be needed to safely, accurately and thoroughly scan for all utilities. The customer is responsible for providing access to all buildings and structures if needed.
- The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete survey.

Blood Hound
750 Patricks Place
Brownsburg, IN 46112



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ESTIMATE

Created Date 10/27/2021
Expiration Date 2/4/2022
Estimate Number 66030
District CIN

- Any available as-builts, engineered or other record drawings, if available, should be supplied to us prior to providing an estimate and commencement of field work. Any drawings supplied to us after the estimate has been delivered to the customer will require a mandatory review of the estimate and potential revisions to the scope of work and associated pricing.
- Blood Hound will utilize a variation of electromagnetic (EM) equipment to locate detectable underground facilities on site as indicated by client. The following equipment will be employed:
 - EM equipment either RD8100 or Vivax VLoc Pro
 - Fischer Technologies TW6 if applicable, will be deployed on site to detect for metallic objects buried underground. These anomalies could be point or lineal targets. Site conditions will determine if this piece of equipment is applicable.
 - GPR equipment (varies by region and technician) when deployed on site in all orientations this device will be used to detect subsurface features on site. These targets could be point or lineal features. Limitations exist with this equipment as soil conditions, utility composition and installation methods are all factors. Site conditions will determine the overall usage of this equipment. Refer to the attached Limitations of Services Document.
 - Customer is advised that limitations exist in locating undetectable materials like plastic or HDPE or C900 without traceable wire attached, transite or concrete pipes, or Plastic Force Sewer Mains. Refer to attached Limitations of Services Document.
- CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS PLEASE REFER TO THE ATTACHED LIMITATIONS DOCUMENT FOR DETAILS.
- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM / Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.
- All findings will be marked according to APWA standard.
- Client is responsible for collecting any GPS Data Information if desired.
- Customer is advised that Blood Hound utilizes water based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling.
- Client deliverables upon completion of the job: (Deliverables are subject to equipment used on site)

Client will receive a Google Earth Image with the APPROXIMATE location of the facilities located drawn on the map. Map is NOT TO SCALE. Facilities will also be painted and flagged in the field.

Site photographs (If site permits)

GPR Data in a .KMZ File

Blood Hound/Utility Survey will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities.

If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate.

In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Phone #: 800-825-9283
Fax #: 888-858-9829

Email: BHUGCallCenterEast@usicllc.com
Website: u-survey.com

Blood Hound
750 Patricks Place
Brownsburg, IN 46112



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ESTIMATE

Created Date 10/27/2021
Expiration Date 2/4/2022
Estimate Number 66030
District CIN

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 800-825-9283.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

The Price on the estimate is the prevailing wage rate for the county stated. If this is not prevailing wage work, please call the office for a revised estimated.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

Please send all POs / Contracts to BHUGContracts@bhug.com.

We look forward to working with you.

Blood Hound
750 Patricks Place
Brownsburg, IN 46112



Proceed with
confidence



ESTIMATE

Created Date 10/27/2021
Expiration Date 3/11/2022
Estimate Number 66029
District CIN

Customer	Cashin Associates, P.C.	Name	Mr. Marc Califano
Billing Phone	(631) 348-7600	Phone	(631) 348-7600
Billing Address	1200 Veterans Memorial Highway Hauppauge, NY 11788 US	Email	mcalifano@ca-pc.com
Job Site Location	Beach Rd, Greenport, NY, 11944		

Product	Invoice Description	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	Prevailing Wage Rate	2.00	\$290.00	\$580.00
Grand Total				\$580.00

Scope of Work

Customer SOW Designing a new sanitary sewer system to go from both marinas to the small empty lot where they will be installing a lift station to pump sewer to public sewer system.

BHUG SOW

Proposal for small lot outlined next to marina on Beach Rd. This is billed separate from marinas since it is town property. Looking at it on google maps it does not appear to have anything there, maybe electric to dock attached to it.

Client will only be invoiced for time needed to complete the stated SOW with a two-hour minimum. Customer is advised if less time onsite is required, invoicing will be reduced to no less than the minimum fee. Any additional time required on site to complete the task beyond the estimated / minimum time will be invoiced in 15-minute increments @ \$72.50 per increment, upon customer approval.

Customer is always responsible to call 811 for locates of any public utilities.

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Estimated time onsite does not include time for any site-specific training, escorting or ingress / egress time which if required, shall be an additional billable charge up to and including exceeding the estimate.

Results are dependent upon field conditions at the time of locating services. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures.

Access to all buildings or structures on site may be needed to safely, accurately and thoroughly scan for all utilities. The customer is responsible for providing access to all buildings and structures if needed.

The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete survey.

Any available as-builts, engineered or other record drawings, if available, should be supplied to us prior to providing an estimate and commencement of field work. Any drawings supplied to us after the estimate has been delivered to the customer will require a mandatory review of the estimate and potential revisions to the scope of work and associated pricing.

Phone #: 800-825-9283
Fax #: 888-858-9829

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750 Patricks Place
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ESTIMATE

Created Date 10/27/2021
Expiration Date 3/11/2022
Estimate Number 66029
District CIN

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- Fischer Technologies TW6 if applicable, will be deployed on site to detect for metallic objects buried underground. These anomalies could be point or lineal targets. Site conditions will determine if this piece of equipment is applicable.

GPR equipment (varies by region and technician) when deployed on site in all orientations this device will be used to detect subsurface features on site. These targets could be point or lineal features. Limitations exist with this equipment as soil conditions, utility composition and installation methods are all factors. Site conditions will determine the overall usage of this equipment. Refer to the attached Limitations of Services Document.

Customer is advised that limitations exist in locating undetectable materials like plastic or HDPE or C900 without traceable wire attached, transite or concrete pipes, or Plastic Force Sewer Mains. Refer to attached Limitations of Services Document.

CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS PLEASE REFER TO THE ATTACHED LIMITATIONS DOCUMENT FOR DETAILS.

Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM / Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.

All findings will be marked according to APWA standard.

Client is responsible for collecting any GPS Data Information if desired.

Customer is advised that Blood Hound utilizes water based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling.

Client deliverables upon completion of the job: (Deliverables are subject to equipment used on site)

Client will receive a Google Earth Image with the APPROXIMATE location of the facilities located drawn on the map. Map is NOT TO SCALE. Facilities will also be painted and flagged in the field.

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GPR Data in a .KMZ File

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PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

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Email: BHUGCallCenterEast@usicllc.com
Website: u-survey.com

SEWER CONNECTION AND EASEMENT ACCESS AGREEMENT

This Sewer Connection and Easement Access Agreement ("Agreement") is between Paul Elliott, with an address of 25 Sandy Beach, Greenport, New York 11944, and the Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944 ("Village") as follows:

WITNESSETH

WHEREAS, Owner is the owner of a parcel of land known as 24 Sandy Beach, Greenport, Town of Southold, Suffolk County, New York, (the "Property") being more particularly described in the attached Schedule A and by SCTM # 1001-3-3-5; and

WHEREAS, the Owner has requested the Village to extend the wastewater main of the Village of Greenport Wastewater Treatment Plant from its eastern terminus to Sandy Beach, and to connect and provide sewer service to the Owner; and

WHEREAS the Village has requested the Owner's consent in granting the Village a utility easement or right of way to install a sewer main from its existing western terminus in order to extend a sewer main across the Owner's property to provide wastewater service to the Owner; and

WHEREAS the cost for the Village to provide sewer service to the Owner and the Sandy Beach area would be prohibitive and would preclude the construction of the extension to Sandy Beach; and

WHEREAS the Owner has agreed to make a contribution in the form of payments to the Village of Greenport towards the expenses to be incurred by the Village in the extension of the sewer main to Sandy Beach. The parties agree that the first payment shall be made on the execution of this Agreement and the parties further agree that this will be held in escrow by the Village until the commencement of the construction of the sewer main at which time it will be released from the escrow account to the Village; now

THEREFORE, in exchange for valid consideration, agreed by and between the Village and the Owner as follows:

1. Owner represents and warrants to the Village of Greenport that the Owner has good and proper title to the Property sufficient to enter this agreement with the Village and that the Owner and the signatory of the Owner are or have been otherwise authorized to enter this Agreement.
2. Village represents to the Owner that the Village has proper authorization to enter this Agreement as determined by the Board of Trustees of the Village of Greenport at the September 23, 2021 meeting of the Board of Trustees.

3. The Village of Greenport represents that the Village will construct an extension of the Greenport sewer system to Sandy Beach and to the Owner's Property provided (A) an arrangement is finalized between the Village of Greenport and Safe Harbor Marinas whereby Safe Harbor Marinas will design and construct an extension of the sewer system from the pump station to the Safe Harbor Marina and the Greenport Marina; and (B) sufficient Sandy Beach owners sign this agreement and pay monies to partially offset the cost of the extension of the sewer main to Sandy Beach and the connection of the line to the Property and the other Sandy Beach properties.

4. Owner shall pay to the Village the amount of fifteen thousand dollars (\$15,000) pursuant to the terms and conditions of this Agreement. Payment shall be made in the amount of (A) one thousand five hundred dollars (\$1,500) on the signing of this Agreement (which \$1,500 payment is returnable if the Village does not move ahead with the Project by 12/31/22); (B) five thousand dollars (\$5,000) upon the Village signing a contract with a contractor for the construction of the sewer line by 3/31/23 (both payments A and B will be returnable if the construction has not commenced by 3/31/23); and (C) eight thousand five hundred dollars (\$8,500) on the completion of the sewer line to Sandy Beach.

5. The Village and the Owner agree that the amount of fifteen thousand dollars (\$15,000), which shall be paid by Owner to the Village, shall be Owner's required contribution towards the Village's costs in the construction of the expansion of the sewer main and service of the Greenport Village sewer system to Sandy Beach. The Owner agrees that the payments made by Owner towards the fifteen thousand dollars (\$15,000) shall be held in escrow by the Village, but then may be released from escrow and paid to the Village, with written notice to the Owner, at the time of the commencement of the construction of the sewer main extension to Sandy Beach to offset the Village's cost in the construction of the sewer main extension to Sandy Beach. In the event that it is no longer feasible to extend the sewer service and main to Sandy Beach then the Village will return to the Owner the portion of the fifteen thousand dollars (\$15,000) that has been paid to the Village.

6. The Owner and the Village agree that in the event that the Owner should choose to raise the home on the Owner's Property prior to the construction and connection of the sewer line, then the Owner may elect to construct a new wastewater system on the Owner's Property that is acceptable to the Suffolk County Department of Health Services and the Village of Greenport. In the event that the Owner makes this election and properly completes the system, the Village shall return the fifteen thousand dollars (\$15,000) paid by Owner. The Village of Greenport will advise the Suffolk County Department of Health the status of the project whenever an owner makes an application to raise their home.

7. In the event that Safe Harbor Marinas does not construct an extension of the sewer main from the pump station to Safe Harbor Marina, the Village of Greenport shall have the right to terminate this Agreement and upon the return of the payment of fifteen thousand dollars (\$15,000) this Agreement and all rights and obligations arising hereunder shall terminate and cease.

8. Owner hereby grants the Village, its agents, contractors, employees and officials a perpetual limited right of access to the Property for the construction, placement and maintenance of the sewer pipeline expansion and connection commencing on the date that this Agreement is fully executed. The Village shall, on the completion of any construction or maintenance, re-grade the land and the Property of the Owner to its prior existing grade.

9. The Village may record this Agreement (or any memorandum of this Agreement) in the land records of any municipality or governmental agency having jurisdiction thereof.
10. The portion of the Property that is the subject of the limited right of access easement granted herein shall be the exterior of the property.
11. The Owner shall be responsible for the cost of the hook up between the sewer main and the connection to the Owner's waste system.
12. In exchange for this limited right of access, the Village of Greenport and its contractors with respect to the Project (including those of the Village of Greenport) and hold harmless Owner in connection with any damage, liability, injury (including injury to any person or death), cost or claim of any type whatsoever, including without limitation for reasonable attorney's, fees either to the Property or any persons situated thereon, arising from or in connection, directly or indirectly, with the Project.
13. The Village of Greenport hereby agrees that any contractors used by the Village of Greenport in connection with the Project will provide a certificate of insurance with general liability insurance in single limits of not less than two million dollars (\$2,000,000.00) naming Owner as an additional insured. A copy of said certificate from each and every contractor will be provided to Owner prior to any work commencing, together with copies of their contractual promises of indemnity in favor of Owner.
14. The right of access granted hereby to the Village includes access by representatives of governmental entities, surveyors and engineers during the Construction Period for surveying and obtaining governmental permitting of the Project. Upon request, the Village will send to Owner copies of its or its surveyors', engineer's and contractor's plans, surveys and permit applications and resulting permits promptly after submitting or receiving same.
15. Owner is bound by the Agreement but is not conveying any interest in the Property to the Village, other than the utility easement and the construction and maintenance easement. Owner is the fee owner of the entire Property and retains, at all times, all rights to which a fee owner of property is entitled, including the free and unfettered rights of possession, access, ingress, and egress over the Property except those rights that are necessary for the Village to exercise the construction and maintenance utility easement. The Village of Greenport shall at all times hereinafter be, and remain, the owner of the sewer line and connection equipment that may be constructed on the Owner's Property.
16. Except when otherwise agreed (including without limitation by email), any and all notices sent by one Party to another with respect to this Agreement shall be in writing, signed by the party or its attorneys, and sent by (a) overnight courier (such as FedEx or UPS next day delivery or (b) next day (or, if next day is not available, the next fastest) US Priority Mail Express (formerly known as US Express Mail), addressed to the receiving Party at its address first set forth above or to such other address as such party may designate by such written notice to the other, and shall be deemed validly given when so sent, provided that any time period that runs after notice shall be deemed to start only upon actual receipt of the notice.

17. This Agreement is binding upon and shall inure to the benefit of (a) the Village and its successors and assigns and (b) Owner and its heirs, beneficiaries, and successors and assigns as owner of the Property.

18. The Agreement and the terms and conditions herein comprise the entire agreement between the parties with respect to this matter. The Agreement cannot be changed, modified or cancelled unless in writing, and executed by the parties. Any claim or dispute arising out of the Agreement or the performance thereof, shall be determined by an appropriate legal action in the Supreme Court of the State of New York, in the County of Suffolk by a Judge sitting without a jury and shall apply New York law without regard to conflicts of laws, principles or to any presumption against any party whose counsel drafted the Agreement.

PAUL ELLIOTT

VILLAGE OF GREENPORT

By: _____

By: _____

Dated: _____, 2022

Dated: _____, 2022

State of New York)
)ss.:
County of)

On the day of , 2022, before me, the undersigned, personally appeared personally known to me to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

State of New York)
)ss.:
County of Suffolk)

On the ____ day of , 2022, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

February 11, 2022

Gilbert Welch
SHM Greenport, LLC
14785 Preston Road
Suite 975
Dallas, TX 75254

Re: Memorandum of Understanding - Village of Greenport Sewer Line Extension

Dear Mr. Welch:

This letter memorandum is sent to you in furtherance of your letter of July 28, 2021 and to set forth the details of the agreement between SHM Greenport, LLC ("Safe Harbor") and the Village of Greenport as proposed in the letter of July 28, 2021.

1. Safe Harbor will pay the cost of, and will contract out and construct an extension of the Greenport Village Sewer System by extending a line from the northerly or existing westerly end of the system located at the pump station, to the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina so that the connection will be available to connect the two marinas and the houses that are located on Sandy Beach to the south of the two marinas.
2. Village of Greenport is the recipient of a \$390,000 grant offering by New York State and Empire State Development and shall obtain and be responsible for the costs of sealed designs and construction documents necessary to construct an extension of the Village of Greenport Sewer System by extending a line from the northerly or existing westerly end of the system, located at the Manor Place pump station, to the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina so that the connection will be available to connect the two marinas to the Village of Greenport Sewer System (the "Common Usage System"). Village of Greenport shall apply all \$390,000 towards the cost of the design and construction of the Common Usage System.
3. Safe Harbor will directly contract out the work for the construction of the Common Usage System in conformance with the designs and specifications provided by Village of Greenport and shall be responsible for all costs of such work above the applicable portion of the grant funds awarded to Village of Greenport for the design and construction of the Common Usage System. If, however, the estimated cost to construct the Common Usage System in conformance with the designs and specifications provided by Village of Greenport are unreasonable, as determined by Safe Harbor in its sole discretion, the parties agree that Safe Harbor may terminate the project and this agreement without payment to or recourse from the Village of Greenport, with the exception of that

portion of the design cost associated with the Common Usage System only, up to and not exceeding \$390,000 or less as might be reimbursed or funded by the grant.

4. The design plans and proposed construction work for the Common Usage System shall be approved and agreed upon in advance by Village of Greenport and Safe Harbor. All work is to be done in conformance with New York State municipal bidding and labor statutes and regulations, including but not limited to, competitive bidding and prevailing wage. The connection shall become the property of the Village of Greenport upon its completion and the approval of the construction by the Village of Greenport, and such approval shall not be unreasonable withheld.

5. The Village of Greenport shall not charge any connection fees to connect the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina to the Village of Greenport Sewer System. Additionally, usage of the Village of Greenport Sewer System at the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina shall be billed at the "inside Village rate", as the connection will be for uses that are located inside the Village of Greenport, and for other consideration provided herein. In the event that the use of the Village of Greenport Sewer System at the marinas materially changes or is materially expanded, in a non-marina related capacity, the Village of Greenport reserves the right to require a connection fee and to charge the "outside Village rate" for the new, additional, or expanded non-marina related use, depending on the location of the use, and other relevant factors. For example, the planned expansion of the restaurant at Safe Harbor Greenport Marina shall not be considered as a change or expansion of use to the Village of Greenport Sewer System. The water consumption and usage on the docks at both the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina is or shall be separately metered and shall not constitute a contribution to the volume of effluent that may be discharged into Village of Greenport Sewer System. Therefore, if metered water volume is utilized to calculate sewage charges, the metered water going to the docks of the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina shall not be a part of such calculation. It is the sole responsibility of Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina to establish metering of water accordingly.

6. The connection constructed by or for the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina, as part of the Common Usage System, shall be sufficient for the connection to continue to the houses that are currently located on Sandy Beach, provided, however, such requirements and specifications are included in the designs and construction documents of the Common Usage System provided to Safe Harbor by the Village of Greenport. Safe Harbor shall not be responsible for the costs or construction work associated with connecting the Sandy Beach houses to the Common Usage System.

7. All wastewater created at the Safe Harbor Stirling Marina and the Safe Harbor Greenport Marina shall be discharged to the Village of Greenport Sewer System.

Please indicate your agreement with these terms and conditions by signing and returning to the Greenport Village Clerk two originals of this letter agreement where indicated below.

Sincerely,

George W. Hubbard, Jr., Mayor

SHM Greenport, LLC:

By: _____ Dated _____

VILLAGE OF GREENPORT

Budget Adjustment Form

Year:	2022	Period:	2	Trans Type:	B2 - Amend	Status:	Batch	
Trans No:	4922	Trans Date:	02/07/2022	User Ref:	ROBERT			
Requested:	R. BRANDT	Approved:		Created by:	ROBERT		02/07/2022	
Description:	TO APPROPRIATE RESERVES TO FUND VILLAGE WIDE INFORMATION TECHNOLOGY SERVICES						Account # Order:	No
						Print Parent Account:	No	

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	4,590.00
A.1651.400	COMPUTER REPAIR/MAINTENANCE..	4,590.00
E.5990	APPROPRIATED FUND BALANCE	3,570.00
E.1680.400	COMPUTER HARDWARE/SOFTWARE/ MAINTENANCE	3,570.00
F.5990	APPROPRIATED FUND BALANCE	1,530.00
F.1680.400	COMPUTER TECHNOLOGY	1,530.00
G.5990	APPROPRIATED FUND BALANCE	510.00
G.1680.400	COMPUTER HARDWARE/SOFTWARE..	510.00
Total Amount:		20,400.00

BOND RESOLUTION DATED FEBRUARY 24, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,650,000 BONDS OF THE VILLAGE OF GREENPORT, SUFFOLK COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A NEW FIRE TRUCK AND APPARATUS, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Greenport, Suffolk County, New York, as follows:

Section 1. For paying the cost of the acquisition of a new fire truck and apparatus, including incidental expenses in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$1,650,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. The estimated maximum cost of the aforesaid specific object or purpose is hereby determined to be \$1,650,000, and the plan for the financing thereof is by the issuance of \$1,650,000 bonds of said Village authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years pursuant to subdivision twenty-seven of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall

be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Greenport, Suffolk County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Greenport, Suffolk County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of said Village; provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of the Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated

official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Village is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary form in _____, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | Tel 631.756.8000

January 25, 2022

Mr. Paul J. W. Pallas, P.E., Village Administrator
Inc. Village of Greenport
236 Third Street
Greenport, New York 11944

Re: **Inc. Village of Greenport - Water Department
Proposal – 2021 Annual Water Supply Statement/Consumer Confidence Report
H2M Letter Proposal No.: LP220134**

Dear Mr. Pallas:

For the past 20 years, H2M has assisted the Village of Greenport in preparing the Annual Water Supply Statement as required by the U.S. Environmental Protection Agency, the New York State Health Department and Suffolk County Department of Health Services (SCDHS). H2M is pleased to present this proposal to prepare the combined Annual Water Supply Statement/Consumer Confidence Report and the associated required data.

H2M proposes to provide the following services:

1. Prepare Annual Water Supply Statement/Consumer Confidence Report that summarizes the water quality from the Village's distribution system, and have the Village distribute the statement by May 31, 2022.
2. This year, the State and County is requiring that the results of the New York State Health Department's Source Water Assessment Program (SWAP) for Long Island be included in the report to the public. The report will include general information on the SWAP, as specific information on the Village's wells and potential susceptibility to contamination.
3. Prepare the supplemental data package that summarizes the laboratory test results for every well for 2021. Provide the Village twenty (20) copies of the package that will be made available to the public at Village Hall.
4. Submit Annual Supply Statement and Supplemental Data Package to SCDHS, New York State Health Department and New York State Department of Environmental Conservation.

H2M proposes to provide the above services at lump sum fee of \$2,500.

Please note that the USEPA and NYSDOH have changed the regulations for the delivery of the Annual Report. The Village can now utilize electronic delivery by posting the report on the Village's website. This will save the Village on printing and postage for the mailing. You will need to mail a postcard or add a note on the water bills that informs all residents where they can view the Annual Notice.

H2M appreciates the opportunity to continue to provide the Village with consulting engineering services.

Should you have any questions, please contact our office.

Very truly yours,

H2M architects + engineers

John R. Collins, P.E.
Vice President | Dept. Mgr. – Water Resources

JRC:slj

cc: Mayor George Hubbard, Jr.

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H2M Standard Terms & Conditions

(Ver 210520)

Client	Inc. Village of Greenport
Site	236 Third Street, Greenport, New York 11944
Services	Preparation of 2021 Annual Water Quality Report

Client's Rep.	Paul Pallas, P.E.
Phone/E-Mail	pjpallas@greenportvillage.org

H2M's Rep.	John R. Collins, P.E.
Phone/E-Mail	jcollins@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes no implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (*additional definitions indicated by quotes in context*).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "Party" and are collectively the "Parties" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed "Scope of Services" set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. **Automobile Liability** coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. **Commercial General Liability** coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. **Explosion, Collapse and Underground** coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. **Pollution Liability** coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. **Contractual Liability** coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. **Additional Insured** coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. **Professional Liability** coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. **Contractor's Indemnity.** Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

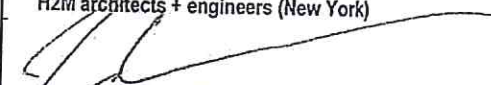
9.4. **Cost Opinions.** Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. **Bid Process.** If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. **Construction Observation Services.** If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Inc. Village of Greenport
Signature	
By: Name	
Title	
Date	

H2M	H2M architects + engineers (New York)
Signature	
By: Name	John R. Collins, P.E.
Title	Vice President
Date	1/25/2022



SERVICE AGREEMENT

Beginning Date: 3/1/2022 End Date: 2/28/2023 Customer Number: 9786052
Bill To: Attn: Doug Jacobs Customer Site: Attn: Doug Jacobs
Village of Greenport, Electric Department Village of Greenport, Electric Department
236 Third Street, Greenport NY 11944 400 Moores Lane, Greenport NY 11944

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

Payable in 1 MONTHLY, QUARTERLY, ANNUAL (Check One) installment(s) of:
Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY. Initial: _____ Date: _____

Such invoices are to be paid by CLIENT monthly/ quarterly/ annually. Only monthly/ quarterly/ annual invoices will be submitted to the customer.

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

When agreed upon by both parties, this contract can be extended _____ additional year(s) at a _____ % increase per year.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for you applicable systems and make recommendations for all necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, etc., will require renegotiation of terms.

GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: _____

GARRATT-CALLAHAN COMPANY

BY: _____
(PRINTED NAME)

BY: Peter Cheng
(PRINTED NAME)

(SIGNATURE/DATE)

(SIGNATURE/DATE)

TITLE: _____

TITLE: Senior Territory Manager



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within thirty (30) days of this quotation date, and may change without notice after that time. Orders received within the thirty (30) days period will be invoiced at the quoted figure provided delivery is accepted within six (6) months of G-C's receipt of the order. When delivery is required by the client after the six (6) months period (unless because of G-C's inability to make delivery) prices will be those prevailing at the time of shipment.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, add in a freight cost to their prices.

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, delivery within a building, etc., the charges will be added to the invoice. These additional charges will be billed separately unless included in a monthly, quarterly, or annual agreement. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums.

Note: Lift gates will not be used to off-load totes (IBCs) due to the inherent danger of doing so.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.



Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.

Invoice Payment Terms

Terms are net thirty (30) days and prices do not include any applicable sales taxes. Customers with unpaid invoices after ninety (90) days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at the discretion of the local Garratt-Callahan office or the Accounting Department Manager.

Warranty and Return

Materials sold are warranted to be free of defects in composition and workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for breach of warranty for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against the Seller for breach of warranty shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the delivered chemical container, is opened, or if a stored chemical exceeds its' expiration date. Chemical containers used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the responsibility of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals and/or resalable equipment items if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than ninety (90) days to correct prior to taking actions adverse to G-C.



Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified (such approval not to be unreasonably withheld), any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, Garratt-Callahan certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within the United States of America, during the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

CUSTOMER

DATE

GARRATT-CALLAHAN COMPANY

DATE

BID FORM

VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2022

Village of Greenport
236 Third Street
Greenport, New York 11944

Gentlepersons:

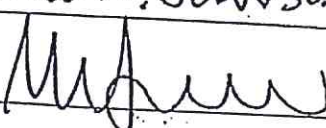
The undersigned bidder has carefully examined the Contract Documents for the proposed work and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Village of Greenport at the following unit and lump sum prices:

Name of Bidder: MIKE JOHNSON

Address of Bidder: 38200 MAWRA ORIENT NY 11957

Contact Phone No, 631 323 3509

Contact E-Mail: M.MOSS.JOHNSON@GMAIL.COM

Signature: 

Signed By (printed name): MIKE JOHNSON

Title: OWNER

Date: 2 1 22

BID FORM (CONTINUED)

VILLAGE OF GREENPORT TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON SPECIFIED VILLAGE OF GREENPORT STREETS - 2022

VILLAGE OF GREENPORT
 TREE AND STUMP REMOVAL SERVICES AND STUMP GRINDING SERVICES, ON
 SPECIFIED VILLAGE OF GREENPORT STREETS - 2022
 TOTAL PROJECT BID PRICE:

GENERAL DESCRIPTION OF WORK: The work to be performed consists principally of the removal of specified trees and stumps and the removal and grinding of specified tree stumps only on Village of Greenport streets. Any tree that can be cut into 18" pieces for firewood are to be cut accordingly, and the rest of the tree should be mulched and provided to the Village at a designated location in Moore's Woods.

Total Project Bid Price in Words:

THIRTEEN THOUSAND

Total Project Bid Price in Numerals:

13,000.00

Description	Project Bid Price (In Words)	Project Bid Price (In Numerals)
TREE AND STUMP REMOVAL	THIRTEEN THOUSAND	13,000
STUMP GRINDING	SEVEN THOUSAND FIVE THOUSAND	7500.00
FIREWOOD 18" PIECES	ONE THOUSAND FIVE THOUSAND	1500.00
MULCHING WITH DELIVERY TO THE VILLAGE-DESIGNATED LOCATION IN MOORES WOODS	FOUR THOUSAND	4,000.00

INCHES IN QUOTE