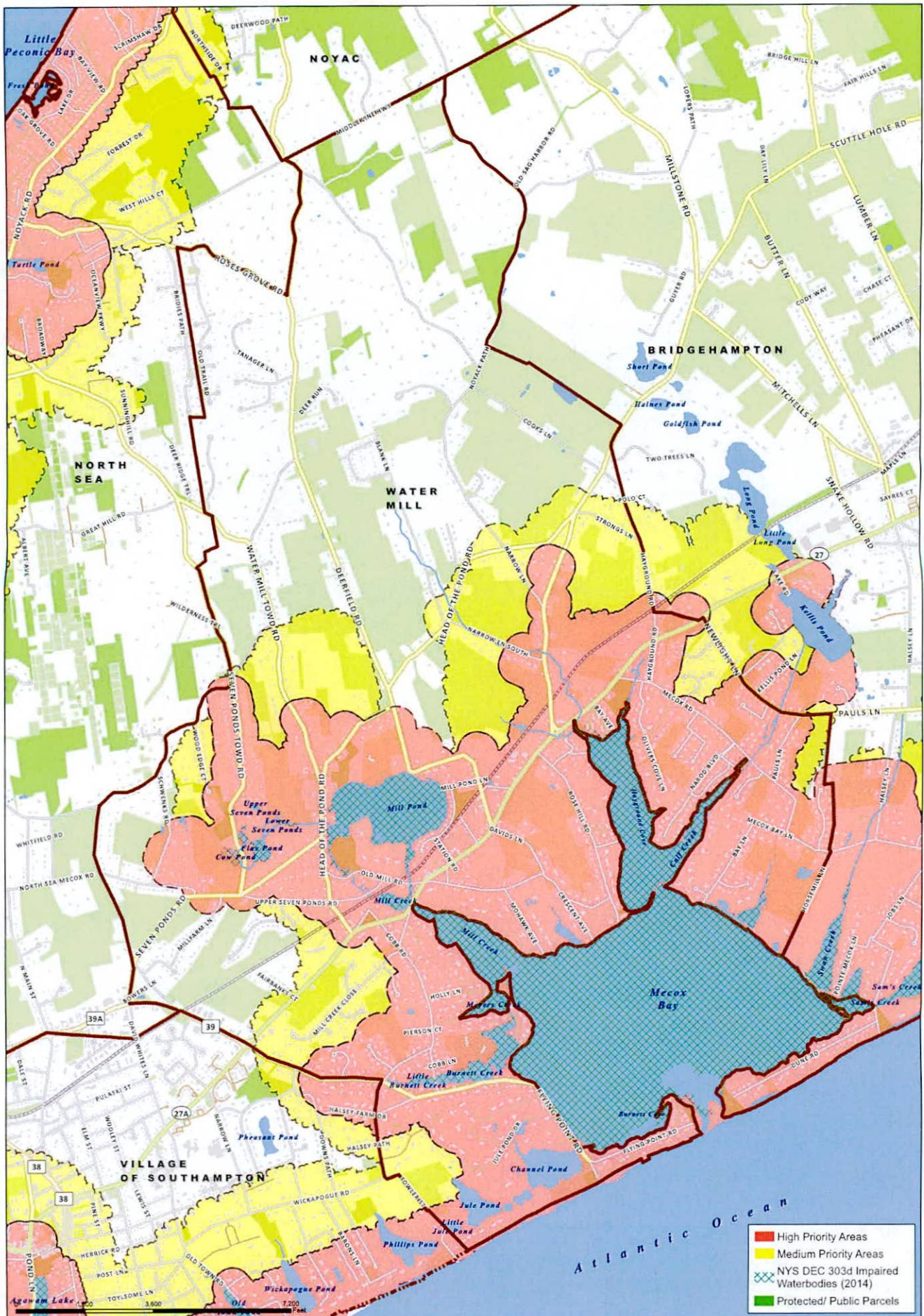


Exhibit A



Town of Southampton CPF Water Quality Improvement Project Plan

WATER MILL

Suffolk County Real Property Tax Service
 Copyright 2016, COUNTY OF SUFFOLK, N.Y.
 Real Property Taxmap parcel framework used with permission of
 Suffolk County Real Property Tax Service Agency (S.R.T.S.A.)

Exhibit B

2019 Mecox Dredging Totals

<u>INVOICE DATE</u>	<u>TOTALS</u>
1. 01/16/19	\$ 2,835.00
2. 02/05/19	\$ 8,570.00
3. 04/04/19	\$ 2,730.00
4. 09/16/19	\$ 5,280.00
5. 10/29/19	\$11,440.00
6. 12/12/19	\$ 7,450.00
7. 12/30/19	<u>\$ 2,100.00</u>
TOTAL:	\$40,405.00

2020 Mecox Dredging Totals

<u>INVOICE DATE</u>	<u>TOTALS</u>
1. 1/24/20	\$2,520.00
2. 2/26/20	\$8,140.00
3. 4/02/20	\$2,185.00
4. 4/24/20	\$2,760.00
5. 5/14/20	\$2,185.00
6. 7/23/20	\$2,760.00
7. 10/28/20	\$6,615.00
8. 11/16/20	\$3,910.00
9. 12/18/20	<u>\$3,220.00</u>
TOTAL:	\$34,295.00

2021 Mecox Dredging Totals

<u>INVOICE DATE</u>	<u>TOTALS</u>
1. 1/13/21	\$5,740.00
2. 2/2/21	\$2,520.00
3. 4/6/21	\$8,800.00
4. 4/30/21	\$2,760.00
5. 6/29/21	\$2,760.00
6. 07/28/21	\$13,800.00
7. 10/6/21	\$8,960.00
8. 10/12/21	\$2,760.00
9. 11/03/21	<u>\$12,225.00</u>
TOTAL:	\$60,325.00

PROPOSED BUDGET FOR NEXT 5 YEARS OF INLET MANAGEMENT

2022:	\$65,452.62
2023:	\$71,016.09
2024:	\$77,052.45
2025:	\$83,601.90
2026:	<u>\$90,708.06</u>
TOTAL:	<u>\$387,831.12</u>

* Totals projected with an 8.5% inflation increase per year

PROJECTED COSTS FOR LONG DREDGE FOR MECOX

2022: \$185,000

2023: \$200,725

2024: \$217,786

2025: \$236,298

2026: \$256,382

TOTAL: \$1,096,191.00

*** THESE PROJECTIONS ARE BASED ON 8.5% INFLATION INCREASE PER YEAR**

James Duryea

From: Ann Welker
Sent: Tuesday, April 12, 2022 12:51 PM
To: James Duryea; Jessica Feldman
Cc: Elizabeth Koehne
Subject: Fwd: Mecox and Sagg- Long Dredge Quote for CPF WQIPP Funding Applicaiton

Sent from my iPad

Begin forwarded message:

From: Matt Grant <grantgcdllc@aol.com>
Date: April 11, 2022 at 3:30:30 PM EDT
To: Ann Welker <awelker@southamptontownny.gov>
Subject: Re: Mecox and Sagg- Long Dredge Quote for CPF WQIPP Funding Applicaiton
Reply-To: Matt Grant <grantgcdllc@aol.com>

This Message Is From an External Sender

This message came from outside your organization.

Ann

Below is the requested estimate for Mecox and Sagg

Mecox is 185,000
Sagg is 60,000

Matt Grant
H&L Contracting LLC
140 Adams Ave Suite B14
Hauppauge, New York 11788
(516)315-4917

-----Original Message-----

From: Ann Welker <awelker@southamptontownny.gov>
To: 'Matt Grant' <grantgcdllc@aol.com>
Sent: Fri, Apr 8, 2022 3:55 pm
Subject: RE: Mecox and Sagg- Long Dredge Quote for CPF WQIPP Funding Applicaiton

You are the best. Thanks, Matt

From: Matt Grant <grantgcdllc@aol.com>
Sent: Friday, April 8, 2022 3:18 PM
To: Ann Welker <awelker@southamptontownny.gov>; Grantgcdllc@aol.com
Cc: James Duryea <jduryea@southamptontownny.gov>; Elizabeth Koehne <ekoehne@southamptontownny.gov>; Jessica Feldman <jfeldman@southamptontownny.gov>;

PROPOSAL FOR INTERGOVERNMENTAL AGREEMENT

To:	Board of Trustees of the Freeholders and Commonalty of the Town of Southampton 116 Hampton Road Southampton, NY 11968 Attn: Scott Horowitz, President Tel: 631-287-5717 Fax: 631-287-5723
From:	Paul Shepson, Dean
Date:	April 12, 2022.
Re:	Agreement for operation of Environmental Observatories in Mecox Bay, Town of Southampton.

Hardcopy will not follow by mail unless requested.

Dear President Horowitz

I am pleased to offer this proposal for an Intergovernmental Agreement between the School of Marine and Atmospheric Sciences of Stony Brook University (SoMAS - a New York State Agency) and the Board of Trustees of the Freeholders and Commonalty of the Town of Southampton (TToS) for the continuing operation of environmental observatories in Mecox Bay.

TASK LIST

The TToS will be responsible for performing the following tasks:

- Task 1.** Acquisition of funding from grants and other sources.
- Task 2.** Administration of grants including all required reports and paperwork other than as specified below.
- Task 3.** Establishment and maintenance of access to equipment locations for installation and maintenance of equipment. Maintenance of equipment locations (buildings, docks, pilings, etc.). Provision of small boat with motor and operator to visit or tow the moored platform up to 15 times per year on a scheduled basis (monthly March-May, biweekly June-September, monthly October - December) and on an as-needed basis for repairs.
- Task 4.** Acknowledgement of SoMAS as a partner in all publications, presentations, publicity, and signage regarding the observatory (SoMAS will provide similar acknowledgement of TToS).

Task 5. Payment of costs enumerated below to SoMAS within 30 days upon attainment of tasks and presentation of invoice.

SoMAS will be responsible for the following tasks:

Task 6: Operation and maintenance for existing observatory MBO1, consisting of water level station located at Flying Point Road and a weather station located at Scott Cameron Beach, substantially as described in the previous Intergovernmental agreement dated 2/12/2019.

Data handling: Real time data transmitted via 3G/4G wireless Internet to high reliability LIShore data server with continuous cloud data backup. Display of data in near real time on LIShore web pages with recognition of TToS partnership. Archiving of all data on LIShore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost or data values exceed expected limits (“sanity checks”).

QA/QC: Perform routine quality assurance/quality control on data. Minimum 10 visits to station per year to take ground truth data for water temperature and water level. One absolute station level survey per year with RTK GPS/GLONASS. Ground truth data reports will be available and accessible in the same manner as the time series data.

Task 7: Operation and maintenance for existing observatory MBO2, consisting of floating water quality platform, substantially as described in the previous Intergovernmental Agreement dated 2/12/2019, deployed seasonally (nominally March through December).

Data handling: Real time data transmitted via 3G/4G wireless Internet to high reliability LIShore data server with continuous cloud data backup. Display of data in near real time on LIShore web pages with recognition of TToS partnership. Archiving of all data on LIShore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost, data values exceed expected limits (“sanity checks”), or platform moves from expected location.

QA/QC: Perform routine quality assurance/quality control on data. Minimum 12 visits to station per year to take ground truth data for salinity, water temperature, dissolved oxygen, pH, and nitrate. Bottle samples taken for salinity and nitrate, other ground truth taken with portable sondes. Salinity samples to be analyzed by SoMAS Instrument Laboratory using Guildline 8400B Autosol salinometer calibrated with IAPSO Standard Seawater. Nitrate samples to be analyzed at the SoMAS Analytical Laboratory which is ELAP certified for nitrate. Ground truth data reports will be available and accessible in the same manner as the actual data.

Task 8: Operation and maintenance of existing observatory MBO3, consisting of salinity sensor colocated with level station at Flying Point Road, substantially as described in the previous Intergovernmental Agreement dated 4/30/2020.

Data handling: Real time data transmitted via 4G wireless Internet to high reliability LIShore data server with continuous cloud data backup. Display of data in near real time on LIShore web pages with recognition of TToS partnership. Archiving of all data on LIShore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost or data values exceed expected limits (“sanity checks”).

QA/QC: Perform routine quality assurance/quality control on data. Minimum 15 visits to station per year to take ground truth data for salinity. Ground truth data reports will be available and accessible in the same manner as the time series data.

Task 9: Operation and maintenance of existing observatory MBO3, consisting of salinity sensor located at Crescent Avenue, substantially as described in the previous Intergovernmental Agreement dated 4/30/2020.

Data handling: Real time data transmitted via 4G wireless Internet to high reliability LIShore data server with continuous cloud data backup. Display of data in near real time on LIShore web pages with recognition of TToS partnership. Archiving of all data on LIShore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost or data values exceed expected limits (“sanity checks”).

QA/QC: Perform routine quality assurance/quality control on data. Minimum 15 visits to station per year to take ground truth data for salinity. Ground truth data reports will be available and accessible in the same manner as the time series data.

Monthly cost of task					
	Year 1	Year 2	Year 3	Year 4	Year 5
Task 6 - O&M of component MBO1 - weather and level.	\$561.00	\$578.00	\$595.00	\$613.00	\$631.00
Task 7 - O&M of component MBO2 - water quality platform.	\$2,714.00	\$2,795.00	\$2,879.00	\$2,965.00	\$3,054.00
Task 8 - O&M of component MBO3 - salinity at Flying Point Rd.	\$308.00	\$317.00	\$327.00	\$337.00	\$347.00
Task 9 - O&M of component MBO4 - salinity at Crescent Avenue	\$616.00	\$634.00	\$654.00	\$673.00	\$693.00
ANNUAL COST	\$42,246.00	\$43,503.00	\$44,823.00	\$46,161.00	\$47,538.00

Shore stations MBO1, MBO3, and MBO4 will operate 12 months per year. Moored station MBO2 will be removed in winter to prevent ice damage and for upgrades, maintenance, and calibration. The removal period will nominally be mid-December to early March but exact dates will be chosen to maximize data while minimizing the possibility of ice damage. Monthly charge for MBO2 will be billed for any month or fraction where the platform is actually deployed to a maximum of 9 months per calendar year.

Operation and maintenance costs included in the above budgets presume no catastrophic events (theft, major vandalism, lightning strike, etc.). SUNY will retain ownership of the equipment so as to be able to obtain insurance through the SUNY Research Foundation, which would help to replace instruments in case of a major loss.

Capital equipment replacement is not included in the above budgets. Capital replacement of major equipment after the useful lifetime of five to ten years could be handled as a one-time upgrade budget item in an anticipated future agreement.

Thank you for your interest. Please contact us to accept the agreement or if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Shepson', with a long horizontal line extending to the right.

Paul Shepson
Dean
School of Marine and Atmospheric Sciences

Exhibit C



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 10/09/18 01:00 PM
Department: Central Purchasing and Contracts Compliance
Category: Agreements, Contracts, Leases

Prepared By: Allison Mancuso

Initiator: Allison Mancuso

Sponsors: Councilman John Bouvier

DOC ID: 30257 C

ADOPTED

TOWN BOARD RESOLUTION 2018-959

Authorize the Supervisor to Sign Any and All Agreements for Water Quality Improvement Project Funds to be Distributed

WHEREAS, Southampton adopted Local Law No. 15 of 2016 which authorized the use of a portion of the Community Preservation Fund (CPF), not to exceed 20%, for water quality improvement projects (WQIP) following the amendment of the enabling state law found at Town Law §64-e; and

WHEREAS, specific types of projects eligible for funding are enumerated within Article VI (Chapter 140) of the Town Code of the Town of Southampton; and

WHEREAS, the Community Preservation Fund Department held an open call for projects commencing in May of 2018 and closing on July 13, 2018 for the first round of funding; and

WHEREAS, seven (7) proposals for projects were submitted to the CPF Water Quality Improvement Advisory Committee requesting WQIP funding; and

WHEREAS, pursuant to and in furtherance of Town Board Resolution 2018-941 which sets a public hearing to determine the awards for the distribution of these Water Quality Improvement Project funds, the Town Departments overseeing this project are seeking to award said project proposals; and

WHEREAS, Chapter 140 of the Southampton Town Code was also amended to include this new component of CPF; requiring among other things, that "Such water quality projects shall advance measurable water quality improvement for the Peconic Bay Region". Town Code § 140-32(G); and

WHEREAS, Such expenses must be made pursuant to a project plan which must "list every water quality improvement project which the Town plans to undertake pursuant to the community preservation fund and shall state how such project would improve existing water quality" Town Law § 64-e(6); and

WHEREAS, Water quality improvement projects require certification by the Town Board by resolution making certain specific findings pursuant to Town Code § 140-33; to this end the Town Board has considered the recommendations of the Water Quality Improvement Advisory Committee and finds that the funding of the projects enumerated herein are consistent with the following criteria:

1. The proposed water quality improvement projects are for the planning, design, or implementation of a capital project with a probable useful life of at least five (5) years, pursuant to the state local finance law;
2. The proposed water quality improvement projects are consistent with one or more regional water quality improvement plans;
3. Said projects advance measurable water quality improvement for the Peconic Bay Region;

[Handwritten signatures and dates]
1-29-19
11/8/19

4. Said projects comply with specific existing or proposed state or regional water quality standards or targets;
5. In the case of aquatic habitat restoration projects, said projects will promote aquatic habitat restoration; and

WHEREAS, on behalf of the Town Board, the Department of Land Management has reviewed the SEQRA EAF Part I submitted with the applications and any additional SEQRA materials provided by applicants and prepared the Environmental Assessment Form (EAF) Parts II and III, and the Town Board has reviewed said documentation and considered the magnitude and importance of each potential impact; and

WHEREAS, based on the review of the EAF Parts I, II and III, the funding awards indicated that will facilitate the implementation of these proposed projects are not expected to result in any large and important impacts, and therefore will not have a significant adverse impact on the environment; now therefore, be it

RESOLVED, that the Town Board hereby adopts a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; and be it further

RESOLVED, that per the recommendations of the Water Quality Improvement Advisory Committee via its memorandum dated October 1, 2018 the Town Board of the Town of Southampton hereby awards the following CPF Water Quality Improvement Projects the following funding amounts, subject to compliance with the submitted and approved proposals and compliance with any and all contractual obligations required for payments:

1. Town of Southampton (Round Pond)- Funding Award: \$187,000;
2. Hampton Hills Association- Funding Award: \$168,178;
3. Southampton Village (Lake Agawam)- Funding Award: \$292,040;
4. Village of Westhampton Beach (Main Street Drainage)- Funding Award: \$1,238,933;
5. Village of Westhampton Beach (Sewer District)- Funding Award: \$1,130,000;
6. Town Trustees (Mecox Bay)- Funding Award: \$271,922,
(Includes: Dredging costs for 2 years based on costs for 6x openings/yr Design, fabricate & install 2 monitoring stations as per SOMAS proposal dated July 2018 with 2 years of monitoring costs as per said proposal);
7. Village of Sag Harbor-("Green" Infrastructure) Funding Award: \$264,000; be it

FURTHER RESOLVED, the Town Board of the Town of Southampton hereby authorizes the Supervisor to Sign Any and All Grants, which may be in the form of an Internal Agreement (Town Departments), Contractual Agreement (Outside Non-Municipal Entities) or Inter-

Municipal Agreements (Municipal Entities); be it

FURTHER RESOLVED, that these agreements will be prepared by Contracts Compliance and shall commence upon the date of a fully executed agreement and shall expire one (1) year thereafter, the Town reserves the right to extend these agreements for two (2) additional periods of one (1) year of doing so is in the best interest of the Town.

Financial Impact

The source of funding for these contracts shall be Water Quality Improvement Project GI# 31-99-1940-31-6209-0000 in the various amounts listed below not to exceed budget.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

RESOLUTION: TO ACCEPT TOWN OF SOUTHAMPTON CPF WATER QUALITY IMPROVEMENT PROJECT FUNDING AWARD FOR THE DRAINAGE IMPROVEMENTS IN JOBS LANE AND MEETINGHOUSE LANE TO IMPROVE WATER QUALITY IN AGAWAM LAKE

WHEREAS, the Town of Southampton ("Town"), pursuant to the provisions of §64-e of the New York State Town Law, authorized the use of a portion of the Community Preservation Fund ("CPF"), not to exceed 20%, for water quality improvement projects ("WQIP"); and

WHEREAS, specific types of projects eligible for funding are enumerated within Article VI of Chapter 140 of the Town Code; and

WHEREAS, the Village of Southampton ("Village") is proposing a series of drainage improvements to an existing drainage system along Meeting House Lane and Jobs Lane for the purposes of improving water quality at the system's outfall at Agawam Lake; which qualifies as an eligible WQIP; and

WHEREAS, the Village, by letter and application dated July 11, 2018 requested funding from the Town for the Jobs Lane portion of the CPF – WQIP funds in the amount of \$292,040.00; and

WHEREAS, after a public hearing and due consideration, the Town Board of the Town of Southampton, by resolution # 2018-959, authorized the CPF – WQIP funding award to the Village for the Jobs Lane portion of the project in the amount of \$292,040.00 in accordance with the Village's request.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Southampton, hereby accepts the Town of Southampton CPF Water Quality Improvement Project funding award for the drainage improvements in Jobs Lane and Meetinghouse Lane to improve water quality in Agawam Lake in the amount of \$292,040.00 and hereby and authorizes the Mayor to execute all documents necessary to contract with the Town.

TOWN OF SOUTHAMPTON
WATER QUALITY IMPROVEMENT PROJECT FUNDING AWARD

ORGANIZATION: Board of Trustees of the Freeholders and Commonalty of the Town of Southampton

THIS AGREEMENT ("Agreement"), made the 29th day of January 2019 by and between the Town of Southampton, a municipal corporation having its principal office and place of business at 116 Hampton Road, Southampton, New York ("Town") with offices at 116 Hampton Road, Southampton, New York 11968 and the Board of Trustees of the Freeholders and Commonalty of the Town of Southampton, a corporate body politic with an address of 116 Hampton Road, Southampton, New York, herein after ("Recipient" or the "Trustees").

WHEREAS, the Town Board of the Town of Southampton, by Town Board Resolution 2018-959, attached hereto and made a part hereof, as "Exhibit "A;"

NOW, THEREFORE, it is mutually agreed by and between Recipient and the Town, as follows:

The payment of the sum provided under this paragraph is a one-time funding award subject to the following terms and conditions:

1. **SCOPE OF WORK.** The Recipient agrees to procure and retain the proper Professional Services/Consultant(s)/Contractor(s) ("Service Provider") and enter into additional agreement with said provider(s) to ensure the timely performance of the services required to complete the project proposal at the direction and oversight of the Recipient. The Recipient shall ensure all services and the timeframes for performance of tasks to accomplish the project as specifically described in Exhibit "B" attached hereto are adequately completed prior to submitting requests for payment.
2. In consideration of the payment by the Town in the sum of Two Hundred Seventy-One Thousand Nine Hundred Twenty-Two Dollars (\$271,922), Recipient agrees to perform the services in accordance with the attached "Exhibit B." Payment shall be upon receipt of original invoices submitted to the Town of work completed.
3. The Town, by the Community Preservation Department will pay the direct expenses incurred by the Recipient by the submission of an invoice for work completed by a vendor doing work for the Recipient after they have complied with both the Trustees' annual rules and the Town's Procurement Policy, this agreement shall not be used as a way for the entity to be reimbursed for expenses paid.
4. The Town is under no obligation whatsoever to provide any additional funds beyond those provided under this Agreement to any vendor for any services required to complete the proposed project that are beyond the funding award amount identified herein. The RECIPIENT agrees to pay any overages or contingencies that may arise as

part of the proposed project. Funds encumbered but not expended as part of any project will be re-allocated back to the Town's Community Preservation Fund.

5. The RECIPIENT shall provide on or before December 31st of each respective year this agreement is in effect, a detailed written report to be sent to The Town Board via the Town Clerk's Office of how the funds provided pursuant to this Agreement were expended. Failure to provide this report may result in the Town determining it shall no longer fund the RECIPIENT for the purposes set forth in this Agreement. RECIPIENT shall cooperate fully with State auditors, the Town or with any independent auditor retained by the Town in relinquishing any books or records maintained by RECIPIENT that New York State, the Town of Southampton, or their respective auditors seek to review or inspect. In the event that any such review or audit concludes that any portion of the proceeds provided by the Town in conjunction with this Agreement have been used by RECIPIENT, its management, employees or its agents for purposes which are not authorized under this Agreement, RECIPIENT shall refund to the Town an amount equal to the amount found by the review or audit to have been utilized for unauthorized purposes.

6. RECIPIENT agrees to comply with all applicable Federal, State and local laws, regulations, procedures, and orders with respect to the use of the funding provided by this award.

7. The Town shall have the responsibility and the authority to evaluate the program covered by this Agreement. In order to ensure the satisfactory application of the funds allotted, the Town reserves the right to suspend, revise, or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this Agreement.

8. This Agreement may be terminated by the Town, upon thirty (30) days written notice delivered by certified mail or in person. Should the Town cancel in accordance with this provision herein, any Town of Southampton Grant funds on hand or accounts receivable at the time of termination shall be returned to the Town within thirty (30) days of the notice of termination.

9. This Agreement shall be deemed personal and non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue or claim any right under this Agreement.

10. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

11. RECIPIENT agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

12. RECIPIENT agrees that any amendments to this Agreement require the adoption of a resolution by the Town Board. Any variation, modifications, or waiver of any

provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this Agreement.

13. Any notice given under this Agreement shall be deemed given upon receipt when sent Certified Mail, Return Receipt Requested, to the following address:

Town: Town of Southampton
116 Hampton Road
Southampton, New York 11968
ATTN: James Burke, Town Attorney

Recipient: The Board of Trustees of the
Freeholders and Commonalty of the
Town of Southampton
116 Hampton Road
Southampton, New York 11968
ATTN: Martha Reichert, Asst. Town Attorney and
Attorney for the Trustees

14. Any waiver by Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

15. This Agreement shall be construed pursuant to the laws of the State of New York.

16. The Recipient, its agents, and those of any subcontractors are not deemed to be employees of Town in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of Town.

17. The Trustees and the Town shall and hereby agree to indemnify and save harmless the other, as well as the other's officers, and employees from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, including the cost of litigation or legal counsel resulting directly or indirectly by the implementation of the project and services contemplated in this Agreement.

18. Upon signing this Agreement, a certificate shall be remitted by the Recipient to the Central Purchasing and Contracts Compliance at 116 Hampton Road, Southampton, New York 11968 evidencing coverage with limits of at least \$1,000,000.00 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) in the aggregate and naming the Town as additional insured.

A. Any vendors or subcontractors working on behalf of the Recipient must maintain in full force and effect the types and amounts of insurance listed below:

- i. Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
- ii. Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
- iii. General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The Town must also be listed on the endorsement page of the liability policy as "additional insured."

B. If, during the term of this Agreement, coverage as evidenced in an insurance certificate should expire, it is the obligation of any vendors or subcontractors working on behalf of the Recipient to provide to the Town a valid certificate reflecting the new policy dates.

19. It is understood that this instrument represents the entire Agreement of the parties hereto, and all previous understandings are merged hereto.

20. The venue of any action at law or in equity commenced by either Party arising out of this Agreement shall be in Suffolk County, or in the Federal District Court having geographic jurisdiction over the area where the Town is located.

21. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Recipient consents to service of process upon it by registered or Certified Mail, Return Receipt Request. Services hereunder shall be complete upon actual receipt of process or upon Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Recipient must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. The Recipient of Southampton will have thirty (30) calendar days after service hereunder is complete in which to respond. The Recipient agrees to waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, and the Recipient agrees that this Agreement may be presented in court as conclusive evidence of the foregoing.

22. Prevailing wages may apply to some or all of the services the Recipient is providing under this contract. Please contact the Department of Labor, Division of Public Works at (631) 687-4886 to verify if prevailing wages apply and to obtain a prevailing wage schedule if necessary.

EXHIBIT “A”



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 10/09/18 01:00 PM
Department: Central Purchasing and Contracts Compliance
Category: Agreements, Contracts, Leases
Prepared By: Allison Mancuso

Initiator: Allison Mancuso
Sponsors: Councilman John Bouvier

ADOPTED

DOC ID: 30257 C

TOWN BOARD RESOLUTION 2018-959

Authorize the Supervisor to Sign Any and All Agreements for Water Quality Improvement Project Funds to be Distributed

WHEREAS, Southampton adopted Local Law No. 15 of 2016 which authorized the use of a portion of the Community Preservation Fund (CPF), not to exceed 20%, for water quality improvement projects (WQIP) following the amendment of the enabling state law found at Town Law §64-e; and

WHEREAS, specific types of projects eligible for funding are enumerated within Article VI (Chapter 140) of the Town Code of the Town of Southampton; and

WHEREAS, the Community Preservation Fund Department held an open call for projects commencing in May of 2018 and closing on July 13, 2018 for the first round of funding; and

WHEREAS, seven (7) proposals for projects were submitted to the CPF Water Quality Improvement Advisory Committee requesting WQIP funding; and

WHEREAS, pursuant to and in furtherance of Town Board Resolution 2018-941 which sets a public hearing to determine the awards for the distribution of these Water Quality Improvement Project funds, the Town Departments overseeing this project are seeking to award said project proposals; and

WHEREAS, Chapter 140 of the Southampton Town Code was ~~also~~ amended to include this new component of CPF; requiring among other things, that "Such water quality projects shall advance measurable water quality improvement for the Peconic Bay Region". Town Code § 140-32(G); and

WHEREAS, Such expenses must be made pursuant to a project plan which must "list every water quality improvement project which the Town plans to undertake pursuant to the community preservation fund and shall state how such project would improve existing water quality" Town Law § 64-e(6); and

WHEREAS, Water quality improvement projects require certification by the Town Board by resolution making certain specific findings pursuant to Town Code § 140-33; to this end the Town Board has considered the recommendations of the Water Quality Improvement Advisory Committee and finds that the funding of the projects enumerated herein are consistent with the following criteria:

1. The proposed water quality improvement projects are for the planning, design, or implementation of a capital project with a probable useful life of at least five (5) years, pursuant to the state local finance law;
2. The proposed water quality improvement projects are consistent with one or more regional water quality improvement plans;
3. Said projects advance measurable water quality improvement for the Peconic Bay Region;

4. Said projects comply with specific existing or proposed state or regional water quality standards or targets;
5. In the case of aquatic habitat restoration projects, said projects will promote aquatic habitat restoration; and

WHEREAS, on behalf of the Town Board, the Department of Land Management has reviewed the SEQRA EAF Part I submitted with the applications and any additional SEQRA materials provided by applicants and prepared the Environmental Assessment Form (EAF) Parts II and III, and the Town Board has reviewed said documentation and considered the magnitude and importance of each potential impact; and

WHEREAS, based on the review of the EAF Parts I, II and III, the funding awards indicated that will facilitate the implementation of these proposed projects are not expected to result in any large and important impacts, and therefore will not have a significant adverse impact on the environment; now therefore, be it

RESOLVED, that the Town Board hereby adopts a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; and be it further

RESOLVED, that per the recommendations of the Water Quality Improvement Advisory Committee via its memorandum dated October 1, 2018 the Town Board of the Town of Southampton hereby awards the following CPF Water Quality Improvement Projects the following funding amounts, subject to compliance with the submitted and approved proposals and compliance with any and all contractual obligations required for payments:

1. Town of Southampton (Round Pond)- Funding Award: \$187,000;
2. Hampton Hills Association- Funding Award: \$168,178;
3. Southampton Village (Lake Agawam)- Funding Award: \$292,040;
4. Village of Westhampton Beach (Main Street Drainage)- Funding Award: \$1,238,933;
5. Village of Westhampton Beach (Sewer District)- Funding Award: \$1,130,000;
6. Town Trustees (Mecox Bay)- Funding Award: \$271,922,
(Includes: Dredging costs for 2 years based on costs for 6x openings/yr Design, fabricate & install 2 monitoring stations as per SOMAS proposal dated July 2018 with 2 years of monitoring costs as per said proposal);
7. Village of Sag Harbor-("Green" Infrastructure) Funding Award: \$264,000; be it

FURTHER RESOLVED, the Town Board of the Town of Southampton hereby authorizes the Supervisor to Sign Any and All Grants, which may be in the form of an Internal Agreement (Town Departments), Contractual Agreement (Outside Non-Municipal Entities) or Inter-

Municipal Agreements (Municipal Entities); be it

FURTHER RESOLVED, that these agreements will be prepared by Contracts Compliance and shall commence upon the date of a fully executed agreement and shall expire one (1) year thereafter, the Town reserves the right to extend these agreements for two (2) additional periods of one (1) year of doing so is in the best interest of the Town.

Financial Impact

The source of funding for these contracts shall be Water Quality Improvement Project GI# 31-99-1940-31-6209-0000 in the various amounts listed below not to exceed budget.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

EXHIBIT “B”



PROPOSAL FOR INTERGOVERNMENTAL AGREEMENT

To:	Board of Trustees of the Freeholders and Commonalty of the Town of Southampton c/o Town of Southampton, Environment Division 116 Hampton Road Southampton, NY 11968 Attn: C. Theresa Masin Senior Environmental Analyst (Tel.) 631-702-1788 (Fax) 631-287-5706 Via email: TMasin@southamptontownny.gov
From:	R. Lawrence Swanson Associate Dean
Date:	31 December 2018
Re:	Agreement for installation and operation of Environmental Observatories in Mecox Bay, Town of Southampton.

Hardcopy will not follow by mail unless requested.

Dear Ms. Masin:

I am pleased to offer this proposal for an Intergovernmental Agreement between the School of Marine and Atmospheric Sciences of Stony Brook University (SoMAS - a New York State Agency) and the Board of Trustees of the Freeholders and Commonalty of the Town of Southampton (TToS) for the installation and operation of environmental observatories in Mecox Bay.

TASK LIST

The TToS will be responsible for performing the following tasks:

Task 1. Acquisition of funding from grants and other sources.

Task 2. Administration of grants including all required reports and paperwork other than as specified below.

Task 3. Establishment and maintenance of access to equipment locations for installation and maintenance of equipment. Maintenance of equipment locations (buildings, docks, pilings, etc.). Provision of small boat with motor and operator to visit or tow the moored platform up to 15 times per year on a scheduled basis (monthly March-May, biweekly June-September, monthly October - December) and on an as-needed basis for repairs.

Task 4. Acknowledgement of SoMAS as a partner in all publications, presentations, publicity, and signage regarding the observatory (SoMAS will provide similar acknowledgement of TToS).

Task 5. Payment of costs enumerated below to SoMAS within 30 days upon attainment of tasks and presentation of invoice.

SoMAS will be responsible for the following tasks:

Task 6: Design, fabricate, and install shore based environmental observatory station in Mecox Bay, Town of Southampton. Station to be designated as Mecox Bay Observatory 1 (MBO1).

LOCATION: Level and water temperature station on or near Town bulkhead at Flying Point Road. Weather station at W. Scott Cameron Beach.

Scientific location issues: We have discussed scientific location requirements for water level with Dr. Charles Flagg of SoMAS. His opinion is that one location anywhere with reasonably open shoreline is sufficient to determine the level throughout the bay. Wind can set up a surface tilt but even on Great South Bay a 20 knot wind only produces a few inches of tilt over 30 miles so tilt in Mecox would be very small. For accurate wind measurements, location should be reasonably open. Minimum 1 foot water depth required for continuous water level measurement.

Logistical location issues: Dock, pole, or piling required for mounting level sensor. Weather station can be pole or building mounted. Equipment will be securely housed locked and vandal resistant, suitable for a location with public access.

SENSORS: Observatory sensors to consist of:

- a) Davis Vantage Pro2 Plus Model 6162 Weather Station. Measures wind speed, wind direction, wind gust, air temperature, relative humidity, barometric pressure, rainfall, solar radiation, and UV radiation. 24 hour aspirated fan for temperature and humidity sensors. Data record interval 5 minutes (12 readings per hour). Specification sheet appended.
- b) Ott Ecolog 500 groundwater datalogger in stilling well to filter out waves. Measures water level and water temperature. Data record interval 15 minutes (4 readings per hour). Specification sheet appended.

POWER: Observatory to be solar and battery powered, no requirement for utility power.

Cost of Task 6: \$14,056.00.

Task 7: Operations and maintenance for observatory MBO1.

Data handling: Real time data transmitted via 3G/4G wireless Internet to high reliability LISHore data server with continuous cloud data backup. Display of data in near real time on LISHore web pages with recognition of TToS partnership. Archiving of all data on LISHore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost or data values exceed expected limits ("sanity checks").

QA/QC: Perform routine quality assurance/quality control on data. Minimum 15 visits to station per year to take ground truth data for water temperature and water level. One absolute station level survey per year with RTK GPS/GLONASS. Ground truth data reports will be available and accessible in the same manner as the time series data.

Cost of Task 7: \$510.00 per month / \$6,120.00 per year (including first year). Charges for task 7 accrue from time of first data record acquired by first instrument operational onsite. This rate is guaranteed for two years from the date of initial station operation as defined above if this proposal is accepted by TToS on or before January 31, 2019.

Task 8: Design, fabricate, and install moored floating environmental observatory station in Mecox Bay, Town of Southampton. Station to be designated as Mecox Bay Observatory 2 (MBO2).

LOCATION: Center of bay, exact location to be determined. The bay is too shallow for a conventional data buoy, so sensors and support electronics would be mounted on a small raft or catamaran. This sensor platform would be anchored on a shallow water mooring similar to a boat mooring. Reflectors and a solar powered navigation light would make the station highly visible to boaters. The system would be small enough to transport and launch by 2-4 persons and could be towed to station by a small boat. The design would be tamper, vandal, and theft resistant with appropriate signage ("Town of Southampton Water Quality Station - Keep Clear"). Nominal location would be out in mid-bay but the system could be moved around to different locations to check for geographic variability if desired.

SENSORS: Observatory sensors to consist of:

- a) Yellow Springs Instruments (YSI) Model EXO 2.5 water quality sonde measuring conductivity, salinity, water temperature, dissolved oxygen, total algae (chlorophyll and blue green algae), turbidity, and pH. All sensors mechanically wiped to extend deployment life. Smart modular sensors can be individually replaced in the field. Data record interval 30 minutes (2 readings per hour). Specification sheet appended.
- b) Sea Bird Scientific Model SUNA2 ultraviolet nitrate sensor. Measures nitrate. Data record interval 30 minutes (2 readings per hour). Specification sheet appended.
- c) Garmin 17 WAAS DGPS. Measures mooring position to better than 5 meters accuracy.

POWER: Observatory to be solar and battery powered, no requirement for utility power.

Cost of Task 8: \$89,083.00.

Task 9: Operations and maintenance for observatory MBO2.

Data handling: Real time data transmitted via 3G/4G wireless Internet to high reliability LIShore data server with continuous cloud data backup. Display of data in near real time on LIShore web pages with recognition of TToS partnership. Archiving of all data on LIShore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost, data values exceed expected limits ("sanity checks"), or platform moves from expected location.

QA/QC: Perform routine quality assurance/quality control on data. Minimum 15 visits to station per year to take ground truth data for salinity, water temperature, dissolved oxygen, pH, and nitrate. Bottle samples taken for salinity and nitrate, other ground truth taken with YSI 566 portable sonde. Salinity samples to be analyzed by SoMAS Instrument Laboratory using Guildline 8400B Autosal salinometer calibrated with IAPSO Standard Seawater. Nitrate samples to be analyzed at the SoMAS Analytical Laboratory which is ELAP certified for nitrate. Ground truth data reports will be available and accessible in the same manner as the actual data.

Cost of Task 7: \$1,850 per month / \$22,200 per year (including first year). Charges for task 9 accrue from time of first data record acquired by first instrument operational onsite. Rate is guaranteed for two years from the date of initial station operation as defined above if this proposal is accepted by TToS on or before January 31, 2019.

ADDITIONAL INFORMATION

Efficacy of proposed sensors for water quality management.

Sensors proposed are used extensively in real time observatory systems worldwide. Additional information on robustness and range of applications can be found at:

Davis Weather Instruments have been successfully deployed in Antarctica:

<https://www.davisinstruments.com/solution/vantage-pro2/>

Ott level instruments are used worldwide for water resource management:

<http://www.ott.com/products/water-level-1/ott-ecolog-500-water-level-logger-2/>

The YSI EXO sonde and Sea Bird Scientific SUNAV2 are currently used by Federal, State, and academic researchers in a variety of coastal and estuarine observing systems:

<https://www.exowater.com/marine-and-estuary.php>

<http://www.seabird.com/suna>

Facility and Staff Qualifications.

The Instrument Laboratory of SoMAS provides engineering services and technical support of scientific and oceanographic projects to clients at Stony Brook University and worldwide. The Laboratory has supported field science worldwide including work in the Mediterranean, East Africa, Antarctica, and the Caribbean.

Since 1998, the Instrument Laboratory has operated the LIShore data system, providing sea and shoreline conditions for Long Island. The Laboratory designed, built, and maintains the Great South Bay Data buoy which has been deployed south of West Sayville since 2010.

As previously mentioned, ground truth nutrient samples will be analyzed by the Analytical Laboratory of SoMAS. This laboratory is ELAP certified for nitrogen analysis.

SoMAS has Memoranda of Understanding with several state and local government agencies. Since 2010, the Instrument Laboratory has operated multiple environmental observatories for the Department of Conservation and Waterways, Town of Hempstead NY under an Intergovernmental Agreement with the Town.

Instrument Engineer Thomas Wilson will be the project lead. Mr. Wilson holds Bachelor of Science Degrees in Biology and Chemistry from the College of William and Mary and a Master of Science Degree in Marine Environmental Sciences from the State University of New York. Since 1983 he has served as the engineer and manager of the Instrument Laboratory of the School of Marine and Atmospheric Sciences at Stony Brook University.

Mr. Wilson's design credits include over 50 major items of scientific and oceanographic equipment. He is a founding member of the Research Vessel Technical Enhancement Committee of UNOLS, the coordinating organization for the US academic research vessel fleet. He has provided technical

support to over 200 research projects at numerous institutions in the US and abroad, including sea time on 12 major research cruises in the Atlantic, Caribbean, Mediterranean, and East Africa.

Professor Charles Flagg of SoMAS will serve as scientific advisor. A summary of Dr. Flagg's qualifications and experience can be found at: <https://www.somas.stonybrook.edu/people/faculty/charles-flagg/>

Associate Dean Larry Swanson supervises and provides administrative oversight to the Instrument Laboratory. A summary of Dr. Swanson's qualifications and experience can be found at: <https://www.somas.stonybrook.edu/people/faculty/larry-swanson/>

Notes.

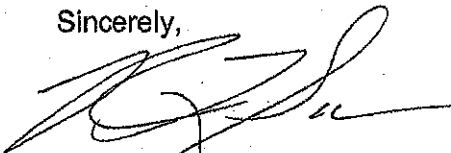
Shore station will operate 12 months per year. Moored station will be removed in winter to prevent ice damage and for upgrades, maintenance, and calibration. The removal period will nominally be mid-December to early March but exact dates will be chosen to maximize data while minimizing the possibility of ice damage.

Operation and maintenance costs are included in the above budgets but presume no catastrophic events (theft, major vandalism, lightning strike, etc.). SUNY will retain ownership of the equipment so as to be able to obtain insurance through the SUNY Research Foundation, which would help to replace instruments in case of a major loss.

Capital equipment replacement is not included in the above budgets. Capital replacement of major equipment after the useful lifetime of five to ten years could be handled as a one-time upgrade budget item in an anticipated future agreement.

Thank you for your interest. Please contact us to accept the agreement or if you have any further questions.

Sincerely,



R. Lawrence Swanson
Associate Dean
School of Marine and Atmospheric Sciences

Appended: specification sheets for:

- Davis Instruments Vantage Pro2 Weather Station
- Ott Ecolog 500 water level monitor
- YSI EXO Sonde series
- Sea Bird Scientific SUNAV2 nitrate sensor

TOWN OF SOUTHAMPTON
WATER QUALITY IMPROVEMENT PROJECT FUNDING AWARD

ORGANIZATION: Board of Trustees of the Freeholders and Commonalty of the Town of Southampton

THIS AGREEMENT ("Agreement"), made the 28 day of January 2019 by and between the Town of Southampton, a municipal corporation having its principal office and place of business at 116 Hampton Road, Southampton, New York ("Town") with offices at 116 Hampton Road, Southampton, New York 11968 and the Board of Trustees of the Freeholders and Commonalty of the Town of Southampton, a corporate body politic with an address of 116 Hampton Road, Southampton, New York, herein after ("Recipient" or the "Trustees").

WHEREAS, the Town Board of the Town of Southampton, by Town Board Resolution 2018-959, attached hereto and made a part hereof, as "Exhibit "A;"

NOW, THEREFORE, it is mutually agreed by and between Recipient and the Town, as follows:

The payment of the sum provided under this paragraph is a one-time funding award subject to the following terms and conditions:

1. SCOPE OF WORK. The Recipient agrees to procure and retain the proper Professional Services/Consultant(s)/Contractor(s) ("Service Provider") and enter into additional agreement with said provider(s) to ensure the timely performance of the services required to complete the project proposal at the direction and oversight of the Recipient. The Recipient shall ensure all services and the timeframes for performance of tasks to accomplish the project as specifically described in Exhibit "B" attached hereto are adequately completed prior to submitting requests for payment.
2. In consideration of the payment by the Town in the sum of Two Hundred Seventy-One Thousand Nine Hundred Twenty-Two Dollars (\$271,922), Recipient agrees to perform the services in accordance with the attached "Exhibit B." Payment shall be upon receipt of original invoices submitted to the Town of work completed.
3. The Town, by the Community Preservation Department will pay the direct expenses incurred by the Recipient by the submission of an invoice for work completed by a vendor doing work for the Recipient after they have complied with both the Trustees' annual rules and the Town's Procurement Policy, this agreement shall not be used as a way for the entity to be reimbursed for expenses paid.
4. The Town is under no obligation whatsoever to provide any additional funds beyond those provided under this Agreement to any vendor for any services required to complete the proposed project that are beyond the funding award amount identified herein. The RECIPIENT agrees to pay any overages or contingencies that may arise as

part of the proposed project. Funds encumbered but not expended as part of any project will be re-allocated back to the Town's Community Preservation Fund.

5. The RECIPIENT shall provide on or before December 31st of each respective year this agreement is in effect, a detailed written report to be sent to The Town Board via the Town Clerk's Office of how the funds provided pursuant to this Agreement were expended. Failure to provide this report may result in the Town determining it shall no longer fund the RECIPIENT for the purposes set forth in this Agreement. RECIPIENT shall cooperate fully with State auditors, the Town or with any independent auditor retained by the Town in relinquishing any books or records maintained by RECIPIENT that New York State, the Town of Southampton, or their respective auditors seek to review or inspect. In the event that any such review or audit concludes that any portion of the proceeds provided by the Town in conjunction with this Agreement have been used by RECIPIENT, its management, employees or its agents for purposes which are not authorized under this Agreement, RECIPIENT shall refund to the Town an amount equal to the amount found by the review or audit to have been utilized for unauthorized purposes.

6. RECIPIENT agrees to comply with all applicable Federal, State and local laws, regulations, procedures, and orders with respect to the use of the funding provided by this award.

7. The Town shall have the responsibility and the authority to evaluate the program covered by this Agreement. In order to ensure the satisfactory application of the funds allotted, the Town reserves the right to suspend, revise, or withhold funds in whole or part for reasons of non-compliance with the terms and provisions of this Agreement.

8. This Agreement may be terminated by the Town, upon thirty (30) days written notice delivered by certified mail or in person. Should the Town cancel in accordance with this provision herein, any Town of Southampton Grant funds on hand or accounts receivable at the time of termination shall be returned to the Town within thirty (30) days of the notice of termination.

9. This Agreement shall be deemed personal and non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue or claim any right under this Agreement.

10. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

11. RECIPIENT agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

12. RECIPIENT agrees that any amendments to this Agreement require the adoption of a resolution by the Town Board. Any variation, modifications, or waiver of any

provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this Agreement.

13. Any notice given under this Agreement shall be deemed given upon receipt when sent Certified Mail, Return Receipt Requested, to the following address:

Town: Town of Southampton
116 Hampton Road
Southampton, New York 11968
ATTN: James Burke, Town Attorney

Recipient: The Board of Trustees of the
Freeholders and Commonalty of the
Town of Southampton
116 Hampton Road
Southampton, New York 11968
ATTN: Martha Reichert, Asst. Town Attorney and
Attorney for the Trustees

14. Any waiver by Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

15. This Agreement shall be construed pursuant to the laws of the State of New York.

16. The Recipient, its agents, and those of any subcontractors are not deemed to be employees of Town in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of Town.

17. The Trustees and the Town shall and hereby agree to indemnify and save harmless the other, as well as the other's officers, and employees from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, including the cost of litigation or legal counsel resulting directly or indirectly by the implementation of the project and services contemplated in this Agreement.

18. Upon signing this Agreement, a certificate shall be remitted by the Recipient to the Central Purchasing and Contracts Compliance at 116 Hampton Road, Southampton, New York 11968 evidencing coverage with limits of at least \$1,000,000.00 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) in the aggregate and naming the Town as additional insured.

A. Any vendors or subcontractors working on behalf of the Recipient must maintain in full force and effect the types and amounts of insurance listed below:

- i. Workers Compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
- ii. Disability Benefits Insurance must be evidenced on a DB-120.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.ny.gov.
- iii. General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, the Accord form is acceptable to evidence the liability coverage. The Town must also be listed on the endorsement page of the liability policy as "additional insured."

B. If, during the term of this Agreement, coverage as evidenced in an insurance certificate should expire, it is the obligation of any vendors or subcontractors working on behalf of the Recipient to provide to the Town a valid certificate reflecting the new policy dates.

19. It is understood that this instrument represents the entire Agreement of the parties hereto, and all previous understandings are merged hereto.

20. The venue of any action at law or in equity commenced by either Party arising out of this Agreement shall be in Suffolk County, or in the Federal District Court having geographic jurisdiction over the area where the Town is located.

21. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Recipient consents to service of process upon it by registered or Certified Mail, Return Receipt Request. Services hereunder shall be complete upon actual receipt of process or upon Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Recipient must promptly notify the Town, in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. The Recipient of Southampton will have thirty (30) calendar days after service hereunder is complete in which to respond. The Recipient agrees to waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, and the Recipient agrees that this Agreement may be presented in court as conclusive evidence of the foregoing.

22. Prevailing wages may apply to some or all of the services the Recipient is providing under this contract. Please contact the Department of Labor, Division of Public Works at (631) 687-4886 to verify if prevailing wages apply and to obtain a prevailing wage schedule if necessary.

EXHIBIT "A"



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 10/09/18 01:00 PM
Department: Central Purchasing and Contracts Compliance
Category: Agreements, Contracts, Leases
Prepared By: Allison Mancuso

Initiator: Allison Mancuso
Sponsors: Councilman John Bouvier

ADOPTED

DOC ID: 30257 C

TOWN BOARD RESOLUTION 2018-959

Authorize the Supervisor to Sign Any and All Agreements for Water Quality Improvement Project Funds to be Distributed

WHEREAS, Southampton adopted Local Law No. 15 of 2016 which authorized the use of a portion of the Community Preservation Fund (CPF), not to exceed 20%, for water quality improvement projects (WQIP) following the amendment of the enabling state law found at Town Law §64-e; and

WHEREAS, specific types of projects eligible for funding are enumerated within Article VI (Chapter 140) of the Town Code of the Town of Southampton; and

WHEREAS, the Community Preservation Fund Department held an open call for projects commencing in May of 2018 and closing on July 13, 2018 for the first round of funding; and

WHEREAS, seven (7) proposals for projects were submitted to the CPF Water Quality Improvement Advisory Committee requesting WQIP funding; and

WHEREAS, pursuant to and in furtherance of Town Board Resolution 2018-941 which sets a public hearing to determine the awards for the distribution of these Water Quality Improvement Project funds, the Town Departments overseeing this project are seeking to award said project proposals; and

WHEREAS, Chapter 140 of the Southampton Town Code was ~~also~~ amended to include this new component of CPF; requiring among other things, that "Such water quality projects shall advance measurable water quality improvement for the Peconic Bay Region". Town Code § 140-32(G); and

WHEREAS, Such expenses must be made pursuant to a project plan which must "list every water quality improvement project which the Town plans to undertake pursuant to the community preservation fund and shall state how such project would improve existing water quality" Town Law § 64-e(6); and

WHEREAS, Water quality improvement projects require certification by the Town Board by resolution making certain specific findings pursuant to Town Code § 140-33; to this end the Town Board has considered the recommendations of the Water Quality Improvement Advisory Committee and finds that the funding of the projects enumerated herein are consistent with the following criteria:

1. The proposed water quality improvement projects are for the planning, design, or implementation of a capital project with a probable useful life of at least five (5) years, pursuant to the state local finance law;
2. The proposed water quality improvement projects are consistent with one or more regional water quality improvement plans;
3. Said projects advance measurable water quality improvement for the Peconic Bay Region;

4. Said projects comply with specific existing or proposed state or regional water quality standards or targets;
5. In the case of aquatic habitat restoration projects, said projects will promote aquatic habitat restoration; and

WHEREAS, on behalf of the Town Board, the Department of Land Management has reviewed the SEQRA EAF Part I submitted with the applications and any additional SEQRA materials provided by applicants and prepared the Environmental Assessment Form (EAF) Parts II and III, and the Town Board has reviewed said documentation and considered the magnitude and importance of each potential impact; and

WHEREAS, based on the review of the EAF Parts I, II and III, the funding awards indicated that will facilitate the implementation of these proposed projects are not expected to result in any large and important impacts, and therefore will not have a significant adverse impact on the environment; now therefore, be it

RESOLVED, that the Town Board hereby adopts a Negative Declaration pursuant to the State Environmental Quality Review Act and Chapter 157 of the Town Code; and be it further

RESOLVED, that per the recommendations of the Water Quality Improvement Advisory Committee via its memorandum dated October 1, 2018 the Town Board of the Town of Southampton hereby awards the following CPF Water Quality Improvement Projects the following funding amounts, subject to compliance with the submitted and approved proposals and compliance with any and all contractual obligations required for payments:

1. Town of Southampton (Round Pond)- Funding Award: \$187,000;
2. Hampton Hills Association- Funding Award: \$168,178;
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(Includes: Dredging costs for 2 years based on costs for 6x openings/yr Design, fabricate & install 2 monitoring stations as per SOMAS proposal dated July 2018 with 2 years of monitoring costs as per said proposal);
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FURTHER RESOLVED, that these agreements will be prepared by Contracts Compliance and shall commence upon the date of a fully executed agreement and shall expire one (1) year thereafter, the Town reserves the right to extend these agreements for two (2) additional periods of one (1) year of doing so is in the best interest of the Town.

Financial Impact

The source of funding for these contracts shall be Water Quality Improvement Project GI# 31-99-1940-31-6209-0000 in the various amounts listed below not to exceed budget.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Bouvier, Councilman
SECONDER:	Christine Preston Scalera, Councilwoman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Schiavoni

EXHIBIT "B"



Stony Brook University
School of Marine and
Atmospheric Sciences

School of Marine and Atmospheric Sciences
 Stony Brook University
 Stony Brook NY 1794-5000 USA
 Tel: 631-632-8706 * FAX: 631-632-8820

PROPOSAL FOR INTERGOVERNMENTAL AGREEMENT

To:	Board of Trustees of the Freeholders and Commonalty of the Town of Southampton c/o Town of Southampton, Environment Division 116 Hampton Road Southampton, NY 11968 Attn: C. Theresa Masin Senior Environmental Analyst (Tel.) 631-702-1788 (Fax) 631-287-5706 Via email: TMasin@southamptontownny.gov
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Date:	31 December 2018
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Task 1. Acquisition of funding from grants and other sources.

Task 2. Administration of grants including all required reports and paperwork other than as specified below.

Task 3. Establishment and maintenance of access to equipment locations for installation and maintenance of equipment. Maintenance of equipment locations (buildings, docks, pillings, etc.). Provision of small boat with motor and operator to visit or tow the moored platform up to 15 times per year on a scheduled basis (monthly March-May, biweekly June-September, monthly October - December) and on an as-needed basis for repairs.

Task 4. Acknowledgement of SoMAS as a partner in all publications, presentations, publicity, and signage regarding the observatory (SoMAS will provide similar acknowledgement of TToS).

Task 5. Payment of costs enumerated below to SoMAS within 30 days upon attainment of tasks and presentation of invoice.

SoMAS will be responsible for the following tasks:

Task 6: Design, fabricate, and install shore based environmental observatory station in Mecox Bay, Town of Southampton. Station to be designated as Mecox Bay Observatory 1 (MBO1).

LOCATION: Level and water temperature station on or near Town bulkhead at Flying Point Road. Weather station at W. Scott Cameron Beach.

Scientific location issues: We have discussed scientific location requirements for water level with Dr. Charles Flagg of SoMAS. His opinion is that one location anywhere with reasonably open shoreline is sufficient to determine the level throughout the bay. Wind can set up a surface tilt but even on Great South Bay a 20 knot wind only produces a few inches of tilt over 30 miles so tilt in Mecox would be very small. For accurate wind measurements, location should be reasonably open. Minimum 1 foot water depth required for continuous water level measurement.

Logistical location issues: Dock, pole, or piling required for mounting level sensor. Weather station can be pole or building mounted. Equipment will be securely housed locked and vandal resistant, suitable for a location with public access.

SENSORS: Observatory sensors to consist of:

- a) Davis Vantage Pro2 Plus Model 6162 Weather Station. Measures wind speed, wind direction, wind gust, air temperature, relative humidity, barometric pressure, rainfall, solar radiation, and UV radiation. 24 hour aspirated fan for temperature and humidity sensors. Data record interval 5 minutes (12 readings per hour). Specification sheet appended.
- b) Ott Ecolog 500 groundwater datalogger in stilling well to filter out waves. Measures water level and water temperature. Data record interval 15 minutes (4 readings per hour). Specification sheet appended.

POWER: Observatory to be solar and battery powered, no requirement for utility power.

Cost of Task 6: \$14,056.00.

Task 7: Operations and maintenance for observatory MBO1.

Data handling: Real time data transmitted via 3G/4G wireless Internet to high reliability LIShore data server with continuous cloud data backup. Display of data in near real time on LIShore web pages with recognition of TToS partnership. Archiving of all data on LIShore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost or data values exceed expected limits ("sanity checks").

QA/QC: Perform routine quality assurance/quality control on data. Minimum 15 visits to station per year to take ground truth data for water temperature and water level. One absolute station level survey per year with RTK GPS/GLONASS. Ground truth data reports will be available and accessible in the same manner as the time series data.

Cost of Task 7: \$510.00 per month / \$6,120.00 per year (including first year). Charges for task 7 accrue from time of first data record acquired by first instrument operational onsite. This rate is guaranteed for two years from the date of initial station operation as defined above if this proposal is accepted by TToS on or before January 31, 2019.

Task 8: Design, fabricate, and install moored floating environmental observatory station in Mecox Bay, Town of Southampton. Station to be designated as Mecox Bay Observatory 2 (MBO2).

LOCATION: Center of bay, exact location to be determined. The bay is too shallow for a conventional data buoy, so sensors and support electronics would be mounted on a small raft or catamaran. This sensor platform would be anchored on a shallow water mooring similar to a boat mooring. Reflectors and a solar powered navigation light would make the station highly visible to boaters. The system would be small enough to transport and launch by 2-4 persons and could be towed to station by a small boat. The design would be tamper, vandal, and theft resistant with appropriate signage ("Town of Southampton Water Quality Station - Keep Clear"). Nominal location would be out in mid-bay but the system could be moved around to different locations to check for geographic variability if desired.

SENSORS: Observatory sensors to consist of:

- a) Yellow Springs Instruments (YSI) Model EXO 2.5 water quality sonde measuring conductivity, salinity, water temperature, dissolved oxygen, total algae (chlorophyll and blue green algae), turbidity, and pH. All sensors mechanically wiped to extend deployment life. Smart modular sensors can be individually replaced in the field. Data record interval 30 minutes (2 readings per hour). Specification sheet appended.
- b) Sea Bird Scientific Model SUNA2 ultraviolet nitrate sensor. Measures nitrate. Data record interval 30 minutes (2 readings per hour). Specification sheet appended.
- c) Garmin 17 WAAS DGPS. Measures mooring position to better than 5 meters accuracy.

POWER: Observatory to be solar and battery powered, no requirement for utility power.

Cost of Task 8: \$89,083.00.

Task 9: Operations and maintenance for observatory MBO2.

Data handling: Real time data transmitted via 3G/4G wireless Internet to high reliability LIShore data server with continuous cloud data backup. Display of data in near real time on LIShore web pages with recognition of TToS partnership. Archiving of all data on LIShore data servers with public access.

Operations and Maintenance: Perform required routine and non-catastrophic maintenance of sensors described above plus associated gear. Automatic monitoring of data flows and values with email alarm notifications to SoMAS personnel if data feed is lost, data values exceed expected limits ("sanity checks"), or platform moves from expected location.

QA/QC: Perform routine quality assurance/quality control on data. Minimum 15 visits to station per year to take ground truth data for salinity, water temperature, dissolved oxygen, pH, and nitrate. Bottle samples taken for salinity and nitrate, other ground truth taken with YSI 566 portable sonde. Salinity samples to be analyzed by SoMAS Instrument Laboratory using Guildline 8400B Autosol salinometer calibrated with IAPSO Standard Seawater. Nitrate samples to be analyzed at the SoMAS Analytical Laboratory which is ELAP certified for nitrate. Ground truth data reports will be available and accessible in the same manner as the actual data.

Cost of Task 7: \$1,850 per month / \$22,200 per year (including first year). Charges for task 9 accrue from time of first data record acquired by first instrument operational onsite. Rate is guaranteed for two years from the date of initial station operation as defined above if this proposal is accepted by TToS on or before January 31, 2019.

ADDITIONAL INFORMATION

Efficacy of proposed sensors for water quality management.

Sensors proposed are used extensively in real time observatory systems worldwide. Additional information on robustness and range of applications can be found at:

Davis Weather Instruments have been successfully deployed in Antarctica:

<https://www.davisinstruments.com/solution/vantage-pro2/>

Ott level instruments are used worldwide for water resource management:

<http://www.ott.com/products/water-level-1/ott-ecolog-500-water-level-logger-2/>

The YSI EXO sonde and Sea Bird Scientific SUNAV2 are currently used by Federal, State, and academic researchers in a variety of coastal and estuarine observing systems:

<https://www.exowater.com/marine-and-estuary.php>

<http://www.seabird.com/suna>

Facility and Staff Qualifications.

The Instrument Laboratory of SoMAS provides engineering services and technical support of scientific and oceanographic projects to clients at Stony Brook University and worldwide. The Laboratory has supported field science worldwide including work in the Mediterranean, East Africa, Antarctica, and the Caribbean.

Since 1998, the Instrument Laboratory has operated the LIShore data system, providing sea and shoreline conditions for Long Island. The Laboratory designed, built, and maintains the Great South Bay Data buoy which has been deployed south of West Sayville since 2010.

As previously mentioned, ground truth nutrient samples will be analyzed by the Analytical Laboratory of SoMAS. This laboratory is ELAP certified for nitrogen analysis.

SoMAS has Memoranda of Understanding with several state and local government agencies. Since 2010, the Instrument Laboratory has operated multiple environmental observatories for the Department of Conservation and Waterways, Town of Hempstead NY under an Intergovernmental Agreement with the Town.

Instrument Engineer Thomas Wilson will be the project lead. Mr. Wilson holds Bachelor of Science Degrees in Biology and Chemistry from the College of William and Mary and a Master of Science Degree in Marine Environmental Sciences from the State University of New York. Since 1983 he has served as the engineer and manager of the Instrument Laboratory of the School of Marine and Atmospheric Sciences at Stony Brook University.

Mr. Wilson's design credits include over 50 major items of scientific and oceanographic equipment. He is a founding member of the Research Vessel Technical Enhancement Committee of UNOLS, the coordinating organization for the US academic research vessel fleet. He has provided technical

support to over 200 research projects at numerous institutions in the US and abroad, including sea time on 12 major research cruises in the Atlantic, Caribbean, Mediterranean, and East Africa.

Professor Charles Flagg of SoMAS will serve as scientific advisor. A summary of Dr. Flagg's qualifications and experience can be found at: <https://www.somas.stonybrook.edu/people/faculty/charles-flagg/>

Associate Dean Larry Swanson supervises and provides administrative oversight to the Instrument Laboratory. A summary of Dr. Swanson's qualifications and experience can be found at: <https://www.somas.stonybrook.edu/people/faculty/larry-swanson/>

Notes.

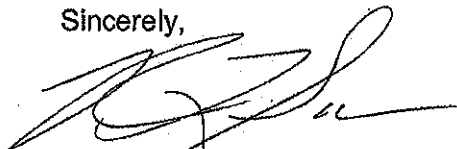
Shore station will operate 12 months per year. Moored station will be removed in winter to prevent ice damage and for upgrades, maintenance, and calibration. The removal period will nominally be mid-December to early March but exact dates will be chosen to maximize data while minimizing the possibility of ice damage.

Operation and maintenance costs are included in the above budgets but presume no catastrophic events (theft, major vandalism, lightning strike, etc.). SUNY will retain ownership of the equipment so as to be able to obtain insurance through the SUNY Research Foundation, which would help to replace instruments in case of a major loss.

Capital equipment replacement is not included in the above budgets. Capital replacement of major equipment after the useful lifetime of five to ten years could be handled as a one-time upgrade budget item in an anticipated future agreement.

Thank you for your interest. Please contact us to accept the agreement or if you have any further questions.

Sincerely,



R. Lawrence Swanson
Associate Dean
School of Marine and Atmospheric Sciences

Appended: specification sheets for:

- Davis Instruments Vantage Pro2 Weather Station
- Ott Ecolog 500 water level monitor
- YSI EXO Sonde series
- Sea Bird Scientific SUNAV2 nitrate sensor

Exhibit D

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790
P: (631) 444-0365 | F: (631) 444-0360
www.dec.ny.gov

March 10, 2022

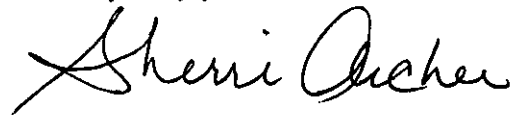
Town of Southampton
Board of Trustees
116 Hampton Road
Southampton, NY 11968

RE: Permit# 1-4736-03009/00008
Mecox Bay Channel Dredging

Dear Permittee:

It has come to the attention of this Department that there was an error in Natural Resource Permit Condition #6 (on Page 4 of the referenced permit) regarding the required submission date of the annual report. The annual report must be submitted by **April 1, 2023** and annually thereafter. A corrected page 4 of the issued permit is enclosed with this letter. If you have any questions, please call me at (631) 444-0403.

Very truly yours,



Sherri Aicher
Permit Administrator

Enclosure

cc: Inter-Science Research Associates
BMHP
file



6. Permitte Must Submit Annual Report The permittee must submit an annual report evaluating the achievement of the "Management Policies" established in the *Management Plan for Mecox Bay*. The report must include a summary of the dates and durations of the natural and mechanical openings of the inlet which occurred during the past year and a summary of the environmental data collected, including its seasonal trends and its use as a trigger for inlet openings. The environmental data collected and summarized must include the results of routine monitoring of the water level of Mecox Bay as well as routine monitoring of the groundwater elevations in the Mecox Bay watershed, particularly at the farms on the eastern side of the bay. The report must also include an evaluation of the success of the measures that are being implemented to improve the water quality of Mecox Bay.

The report must be submitted by April 1, 2023 and annually thereafter to:

NYSDEC Environmental Permits
SUNY @ Stony Brook
50 Circle Rd
Stony Brook, NY 11790

7. No Construction Debris in Wetland or Adjacent Area Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

8. No Disturbance to Vegetated Dunes or Tidal Wetlands There shall be no disturbance to vegetated dune areas or vegetated tidal wetlands as a result of the permitted activities.

9. Machinery & Vehicle Access All truck and mechanical equipment access and movement shall take place between the end of Flying Point Road or the parking lot of Scott Cameron Beach Town Park and the work area.

10. Definition of Terms This permit authorizes the dredging / opening of the channel or "cut" across the beach to connect Mecox Bay with the ocean. Because of the hydraulic characteristics of the flowing connection between the water bodies, the dimensions of the initially excavated channel are not maintained. Accordingly, it is necessary to define the following terms for the purposes of this authorization:

Cut Open: A flowing connection between the pond and the ocean which exists during any astronomical tide stage.

Cut Closed: A condition in which the connection between the bay and the ocean is closed during all normal tidal stages.

11. Closure Requirements Subject to the following provisions, any "cut open" condition resulting from a mechanical dredging event of the 10' x 390' cut must be closed using the material stockpiled from previous cut openings:

1. If the channel moves more than 150 feet west from the excavated center line of the initial cut, or
2. If the direction of the jet of water associated with the ebb flow ceases to be primarily oriented perpendicular to the shoreline and develops a significant shore parallel component, or
3. In the event of an imminent threat of a major storm or weather event such as hurricane, tropical storm, or nor'easter.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790
P: (631) 444-0365 | F: (631) 444-0360
www.dec.ny.gov

March 9, 2022

Town of Southampton
Board of Trustees
116 Hampton Road
Southampton, NY 11968

RE: DEC Permit# 1-4736-03009/00008
Mecox Bay Channel Dredging
East End of Flying Point Road
Southampton, NY 11968

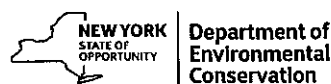
Dear Town of Southampton Trustees:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621), we are enclosing your permit identified above. Please read all conditions carefully. If you are unable to comply with any conditions, please contact us at the above address.

Enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather and a Notice of Commencement/Completion of Construction.

Please note that DEC acknowledges that the Trustees applied for a 10- year permit for periodic dredging of the channel between Mecox Bay and the Atlantic Ocean. However, due to the dynamic nature of the environmental conditions at this site, we have made the determination that the initial term of the permit will be five years. As the end of this permit term approaches, the Trustees may request a renewal of the permit for up to an additional five years.

This Department also recognizes the dedication and effort that the Trustees and the Town of Southampton Department of Land Management put into the development of the Management Plan for Mecox Bay. The Plan is a comprehensive steering document which will provide a valuable framework for the Trustees in their on-going management of Mecox Bay. Thus, we have structured our permit to authorize the subset of the Plan which is the subject of our Tidal Wetland Regulations while providing the Trustees with as much



flexibility as possible in their management of Mecox Bay. We understand that the Trustees may not currently have the ability to implement all the aspects of the Management Plan. As the Trustees progress with the implementation of more aspects of the Plan in the future, this Department is committed to working with the Trustees on any permit modifications necessary to facilitate this important project.

Very truly yours,

A handwritten signature in black ink that reads "Sherri L. Aicher". The signature is written in a cursive style with a large, looping initial "S".

Sherri L Aicher
Deputy Permit Administrator

Enclosure

cc: Inter-Science Research Associates
USACE
USFWS



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
SOUTHAMPTON BOARD OF TRUSTEES
116 HAMPTON RD
SOUTHAMPTON, NY 11968
(631) 287-5717

Facility:
MECOX BAY CHANNEL
FLYING POINT RD - E END
SOUTHAMPTON, NY 11968

Facility Application Contact:
INTER-SCIENCE RESEARCH ASSOCIATES
INC
36 NUGENT ST
PO BOX 1201
SOUTHAMPTON, NY 11969-1201
(631) 283-5958

Facility Location: in SOUTHAMPTON in SUFFOLK COUNTY

Facility Principal Reference Point: NYTM-E: 725 NYTM-N: 4530.2
Latitude: 40°53'31.1" Longitude: 72°19'45.0"

Authorized Activity: Dredge an initial 200 ft. wide by 1,000 ft. long channel north of the inlet between Mecox Bay and the Atlantic Ocean to a depth of 4' below mean low water. Place resultant 20,682 cubic yards of dredged material in stockpiles located on the eastern and western sides of the inlet and in a dune enhancement area located on the west side of the inlet to a maximum slope of 1 : 10. Periodically dredge a smaller 10' x 390' cut between the 1,000 ft. channel and the Atlantic Ocean to a depth of 4' below mean low water. Place resultant dredged material in stockpile located on western side of the the inlet to a maximum slope of 1: 10. Periodically close the 390' cut by placing material stockpiled from previous cut openings. All work must be done in strict accordance with the attached plans stamped "NYSDEC Approved" on March 9, 2022 (16 Sheets).

Permit Authorizations

Tidal Wetlands - Under Article 25

Permit ID 1-4736-03009/00008

New Permit Effective Date: 3/9/2022 Expiration Date: 3/9/2027

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 1-4736-03009/00009

New Permit Effective Date: 3/9/2022 Expiration Date: 3/9/2027

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Permit ID 1-4736-03009/00010

New Permit Effective Date: 3/9/2022 Expiration Date: 3/9/2027



A written plan describing the situation necessitating work during the closed window period and outlining how the proposed work will be conducted to avoid impacts to the species. This plan should detail the proposed monitoring schedule for the duration of the project and should include the expected project timeframe and the measures to be implemented to avoid a take.

A map of the project area showing the most recent and cumulative observations of piping plover and least tern nesting locations and activity areas within 1000 meters of the project location. The map must also show the areas currently fenced for plovers and terns as well as access routes to be used for mechanical equipment and vehicles, and the proposed location for the storage of the excavated material. In addition to a map a summary of plover activity within 1000 meters of the project should be provided. The information should include pair numbers, date nest found, number of eggs, date clutch completed, total number of eggs, exclosure status, estimated hatch date, dates of nest hatch or failure, number of eggs hatched, number of chicks and estimated fledge dates.

Identification of the qualified endangered species monitor/s assigned to oversee the operation.

2. No Dredging Inside Mecox Bay Between June 1 and September 30 Dredging and material handling activities inside Mecox Bay are prohibited between the dates of June 1 and September 30 of any calendar year in order to protect the spawning and early life stages of finfish and shellfish.

3. Notice of Commencement At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.

4. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Inter-Science Research Associates, Inc last revised February 24, 2022 and stamped "NYSDEC Approved" on March 9, 2022 (16 Sheets).

5. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.



6. Permittee Must Submit Annual Report The permittee must submit an annual report evaluating the achievement of the "Management Policies" established in the *Management Plan for Mecox Bay*. The report must include a summary of the dates and durations of the natural and mechanical openings of the inlet which occurred during the past year and a summary of the environmental data collected, including its seasonal trends and its use as a trigger for inlet openings. The environmental data collected and summarized must include the results of routine monitoring of the water level of Mecox Bay as well as routine monitoring of the groundwater elevations in the Mecox Bay watershed, particularly at the farms on the eastern side of the bay. The report must also include an evaluation of the success of the measures that are being implemented to improve the water quality of Mecox Bay.

The report must be submitted by April 1, 2022 and annually thereafter to:

NYSDEC Environmental Permits
SUNY @ Stony Brook
50 Circle Rd
Stony Brook, NY 11790

7. No Construction Debris in Wetland or Adjacent Area Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

8. No Disturbance to Vegetated Dunes or Tidal Wetlands There shall be no disturbance to vegetated dune areas or vegetated tidal wetlands as a result of the permitted activities.

9. Machinery & Vehicle Access All truck and mechanical equipment access and movement shall take place between the end of Flying Point Road or the parking lot of Scott Cameron Beach Town Park and the work area.

10. Definition of Terms This permit authorizes the dredging / opening of the channel or "cut" across the beach to connect Mecox Bay with the ocean. Because of the hydraulic characteristics of the flowing connection between the water bodies, the dimensions of the initially excavated channel are not maintained. Accordingly, it is necessary to define the following terms for the purposes of this authorization:

Cut Open: A flowing connection between the pond and the ocean which exists during any astronomical tide stage.

Cut Closed: A condition in which the connection between the bay and the ocean is closed during all normal tidal stages.

11. Closure Requirements Subject to the following provisions, any "cut open" condition resulting from a mechanical dredging event of the 10' x 390' cut must be closed using the material stockpiled from previous cut openings:

1. If the channel moves more than 150 feet west from the excavated center line of the initial cut, or
2. If the direction of the jet of water associated with the ebb flow ceases to be primarily oriented perpendicular to the shoreline and develops a significant shore parallel component, or
3. In the event of an imminent threat of a major storm or weather event such as hurricane, tropical storm, or nor'easter.



12. Dredge Material Placement Dredged material shall be placed only in authorized areas. No dredged material may be trucked off site; all dredged material must remain in the littoral system.

13. Limited Sand Stockpiling To prevent the loss of suitable shorebird breeding habitat, the storage of excavated sand must be limited to either existing stockpiles (as shown on plans) with side slopes no steeper than 1 : 10 or, if a new stockpile is created, it must be completely removed with the underlying beach restored to pre-project grade by March 31st of any calendar year.

14. Post-Construction Grade Restoration All areas of machinery and vehicle activity associated with this project shall be graded to pre-project conditions upon completion of cut excavation or channel closure. Holes, mounds, ruts and tire tracks which exceed six inches must be graded smooth and left in a condition suitable for shorebird breeding.

15. Properly Manage All On-Beach Work Areas For Listed Species of Shorebirds It is the permittee's responsibility to ensure that all beach areas where the activities authorized by this permit take place, including the pond-ocean cut, the Temporary Placement Site, the Pond-side Stockpile and all equipment staging and access areas, are managed in conformance with "Guidelines for Managing Recreation Activities in Piping Plover Breeding Habitat on the U.S. Atlantic Coast to Avoid Take Under Section 9 of the Endangered Species Act" (<http://pipingplover.fws.gov/recguide.html>).

16. Grade Channel Side Slopes All side slopes of the dredge channel will have a maximum of 1:3 slope.

17. Notice of Maintenance Dredging For maintenance dredging projects, the permittee shall submit a Notice of Commencement prior to each dredging occurrence, specifying the disposal site (including an updated site plan). Upon completion, a Notice of Completion shall be submitted to the address indicated on that notice form, including the amount of material dredged and deposited at the approved disposal site.

18. Dredged Materials on the Beach All material deposited on the beach shall be of compatible (equal to or larger) grain size to the naturally occurring beach. If at any time during the dredging operation the composition of the dredged material changes and becomes unsuitable for beach placement, dredging operations shall cease immediately and the office of Regional Habitat - TW shall be contacted with a proposed plan to correct the problem and/or for alternative placement. No further activity will commence without the department's approval.

19. Dredged Materials above AHW All material shall be placed landward of apparent high water.

20. Leave a Uniform Bottom Elevation All dredging shall be conducted so as to leave a uniform bottom elevation free of mounds or holes.

21. Dragline Prohibited The use of a dragline for dredging is strictly prohibited.



22. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

23. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

24. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

25. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

26. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Tidal Wetlands, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

NOTICE OF COMMENCEMENT OF CONSTRUCTION



RETURN THIS FORM TO: COMPLIANCE Or Fax to: 631-444-0297
Bureau of Marine Habitat Protection - NYSDEC
50 Circle Road
Stony Brook, NY 11790-3409

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

TELEPHONE: _____

Dear Sir: _____

Pursuant to the special conditions of the referenced permit, you are hereby notified that the authorized activity shall commence on _____. We certify that we have read the referenced permit and approved plans and fully understand the authorized project and all permit conditions. We have inspected the project site and can complete the project as described in the permit and as depicted on the approved plans. We can do so in full compliance with all plan notes and permit conditions. The permit, permit sign, and approved plans will be available at the site for inspection in accordance with General Condition No. 1. (Both signatures required)

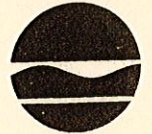
PERMITEE: _____ DATE _____

CONTRACTOR: _____ DATE _____

THIS NOTICE MUST BE SENT TO THE ABOVE ADDRESS AT LEAST TWO DAYS PRIOR TO COMMENCEMENT OF THE PROJECT AND /OR ANY ASSOCIATED ACTIVITIES. FAILURE TO RETURN THIS NOTICE, POST THE PERMIT SIGN, OR HAVE THE PERMIT AND APPROVED PLANS AVAILABLE AT THE WORK SITE FOR THE DURATION OF THE PROJECT MAY SUBJECT THE PERMITEE AND/OR CONTRACTOR TO APPLICABLE SANCTIONS AND PENALTIES FOR NON-COMPLIANCE WITH PERMIT CONDITIONS.

Cut along this line X X X X X X X X

NOTICE OF COMPLETION OF CONSTRUCTION



RETURN THIS FORM TO: COMPLIANCE Or Fax to: 631-444-0297
Bureau of Marine Habitat Protection - NYSDEC
50 Circle Rd.
Stony Brook, NY 11790-3409

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

TELEPHONE: _____

Pursuant to special conditions of the referenced permit, you are hereby notified that the authorized activity was completed on _____. We have fully complied with the terms and conditions of the permit and approved plans. (Both signatures required)

PERMITEE: _____ DATE _____

CONTRACTOR: _____ DATE _____

THIS NOTICE, WITH PHOTOGRAPHS OF THE COMPLETED WORK AND/OR A COMPLETED SURVEY, AS APPROPRIATE, MUST BE SENT TO THE ABOVE ADDRESS WITHIN 30 DAYS OF COMPLETION OF THE PROJECT.

New York State
Department of Environmental Conservation



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

SUSAN ACKERMAN

Permit Number 1-4736-03009/00008

Expiration Date 3/9/2027

NOTE: This notice is NOT a permit

200' x 1,000' Annual Channel - SET A

1,000' channel would be limited to a maximum of once annually between November 1 and April 1.

Narrative: Cut to be dredged using hydraulic excavator (Back-Hoe). All dredging per plans and sections provided. All material to be dredged to be placed as shown on drawings.

Notes: Winter Storage of stock-pile of sand at F.Scott Cameron Beach on east side of Mecox Inlet (A), Winter Storage of stock-pile sand at west side of Mecox Inlet (B)

Note: Proposed dredging channel to be 200' wide and -4' deep at Mean Low Water. 20,682 cubic yards of material to be dredged.

Note: Work will only be performed on Trustee Owned Property. any excess sand over stockpile capacity, will remain in the Atlantic Ocean Littoral drift system, to include the ocean beach and dunes.

Notes: Back Hoe will be used to dredge the channel. Back hoe will access the longer channel at low water from Flying Point Road and/or Dune Road.

Material Dredged from the Channel will be placed in Articulated Trucks by Track Loader.

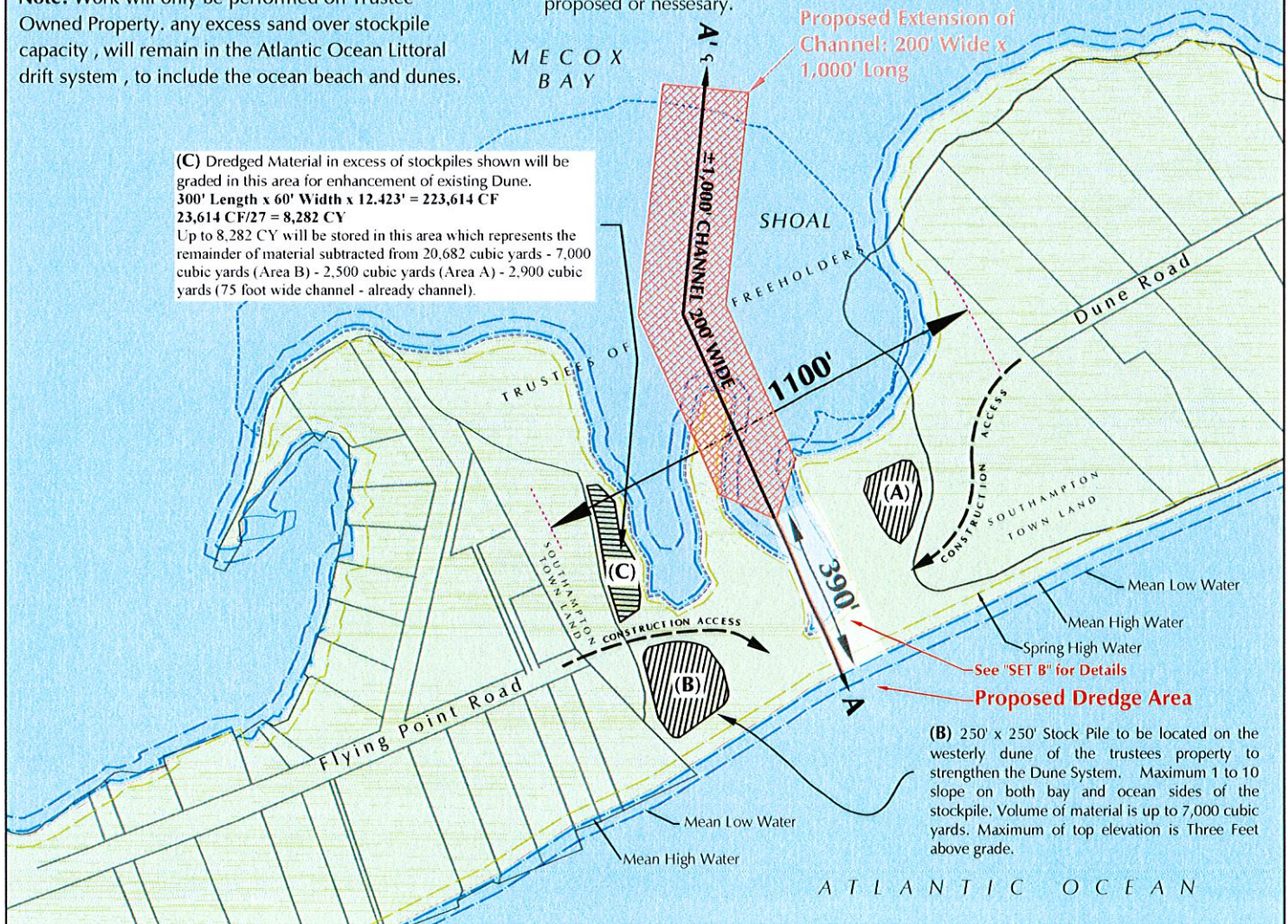
Flood Delta is compacted enough for Rubber-tired equipment.

No Timber Mats are proposed or necessary.

Notes: Proposed dredging channel through sand flats to be 1,000' by 200' wide and -4' deep at mean low water. 20,682 cubic yards of material to be dredged. Channel is 1,000 linear feet in length. Shoal taken from aerial photography. Mean High Water, Mean Low Water, Wetlands, Dune features and approximate Toe of Dune shown.

(A) 150' x 150' Stock Pile to be located on the easterly dune of the trustees property to strengthen the Dune System. Maximum 1 to 10 slope on both bay and ocean sides of the stockpile. Volume of material is up to 2,500 cubic yards. Maximum of top elevation is three feet above grade.

(C) Dredged Material in excess of stockpiles shown will be graded in this area for enhancement of existing Dune.
 300' Length x 60' Width x 12.423' = 223,614 CF
 23,614 CF/27 = 8,282 CY
 Up to 8,282 CY will be stored in this area which represents the remainder of material subtracted from 20,682 cubic yards - 7,000 cubic yards (Area B) - 2,500 cubic yards (Area A) - 2,900 cubic yards (75 foot wide channel - already channel).



Purpose: Dredging Plan / Proposed Conditions
 Adjacent Property Owners:
 900-179-1-33: Alixander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Plan View

0 400' 800'

Scale: 1" = 400'

Client:
 Board of Trustees of the Freeholders and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
 Dredge Project
 Location of Project:
 In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969
 File: \\sdc\01\volume3\clients\southampton\town\board of trustees\mecox\mecox dredging trustees 2008 - set a\02242022.dwg
SET A - Sheet 1 of 7 Date: February 24, 2022

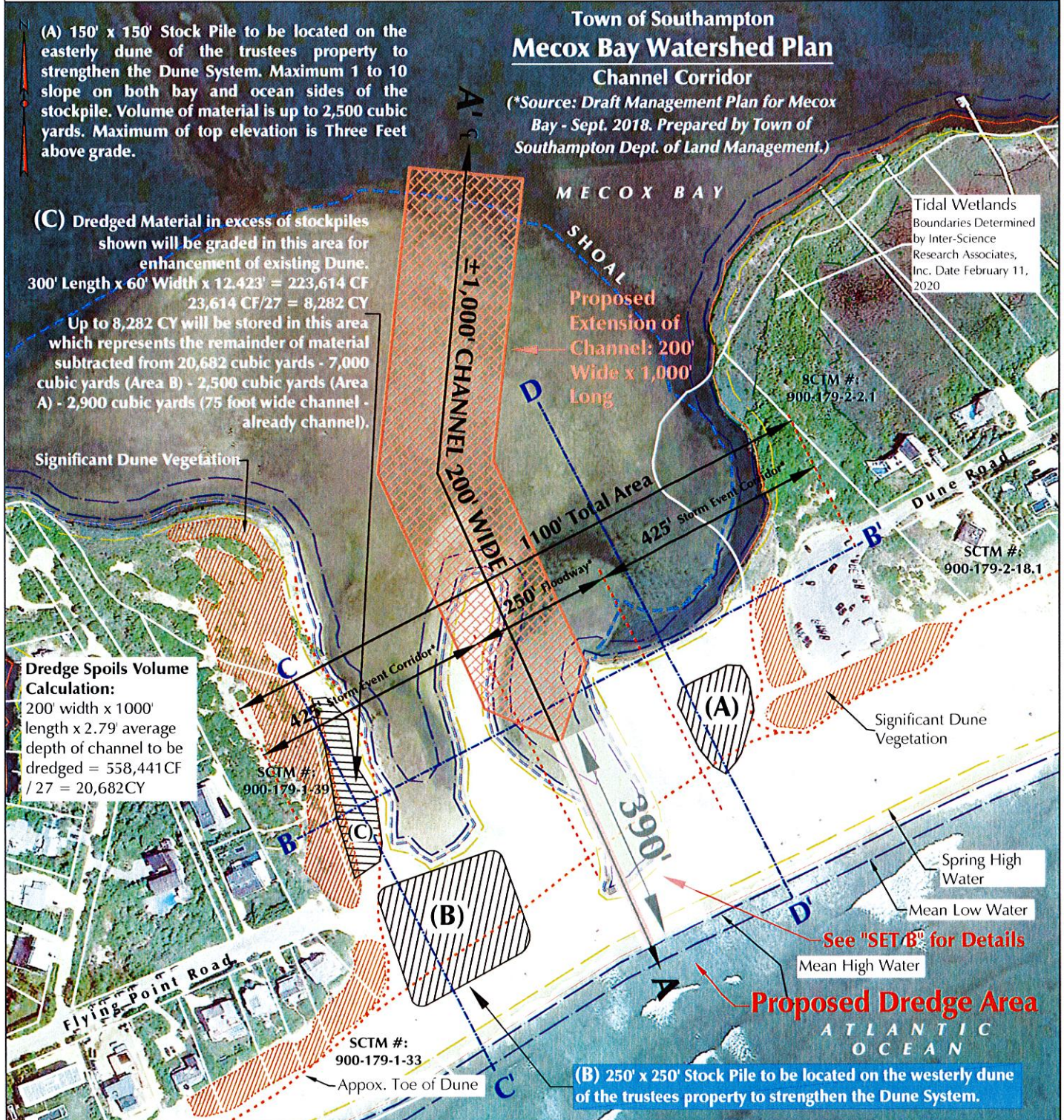
Town of Southampton
Mecox Bay Watershed Plan
Channel Corridor

(*Source: Draft Management Plan for Mecox Bay - Sept. 2018. Prepared by Town of Southampton Dept. of Land Management.)

(A) 150' x 150' Stock Pile to be located on the easterly dune of the trustees property to strengthen the Dune System. Maximum 1 to 10 slope on both bay and ocean sides of the stockpile. Volume of material is up to 2,500 cubic yards. Maximum of top elevation is Three Feet above grade.

(C) Dredged Material in excess of stockpiles shown will be graded in this area for enhancement of existing Dune.
300' Length x 60' Width x 12.423' = 223,614 CF
23,614 CF/27 = 8,282 CY
Up to 8,282 CY will be stored in this area which represents the remainder of material subtracted from 20,682 cubic yards - 7,000 cubic yards (Area B) - 2,500 cubic yards (Area A) - 2,900 cubic yards (75 foot wide channel - already channel).

Tidal Wetlands
Boundaries Determined by Inter-Science Research Associates, Inc. Date February 11, 2020



Dredge Spoils Volume Calculation:
200' width x 1000' length x 2.79' average depth of channel to be dredged = 558,441 CF / 27 = 20,682 CY

(B) 250' x 250' Stock Pile to be located on the westerly dune of the trustees property to strengthen the Dune System.

Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
900-179-1-33: Alixander Lollins and Stuart Baker
900-179-1-39: Town of Southampton
900-179-1-34: Marcia and Richard Godosky
900-179-1-35: Joint Ownership
900-179-1-2: Ethel Hurvitz
900-179-1-1: Burnetts Cove Association, Inc
900-179-2-2,1: Jay and Prudence Mortimer
900-179-2-13: Town of Southampton
900-179-2-18,1: Ara and Munro Bank



Detail View

Scale: 1" = 250'

Client:
Board of Trustees of the Freeholders and Commonality of the Town of Southampton
116 Hampton Road, Town Hall
Southampton, NY 11963

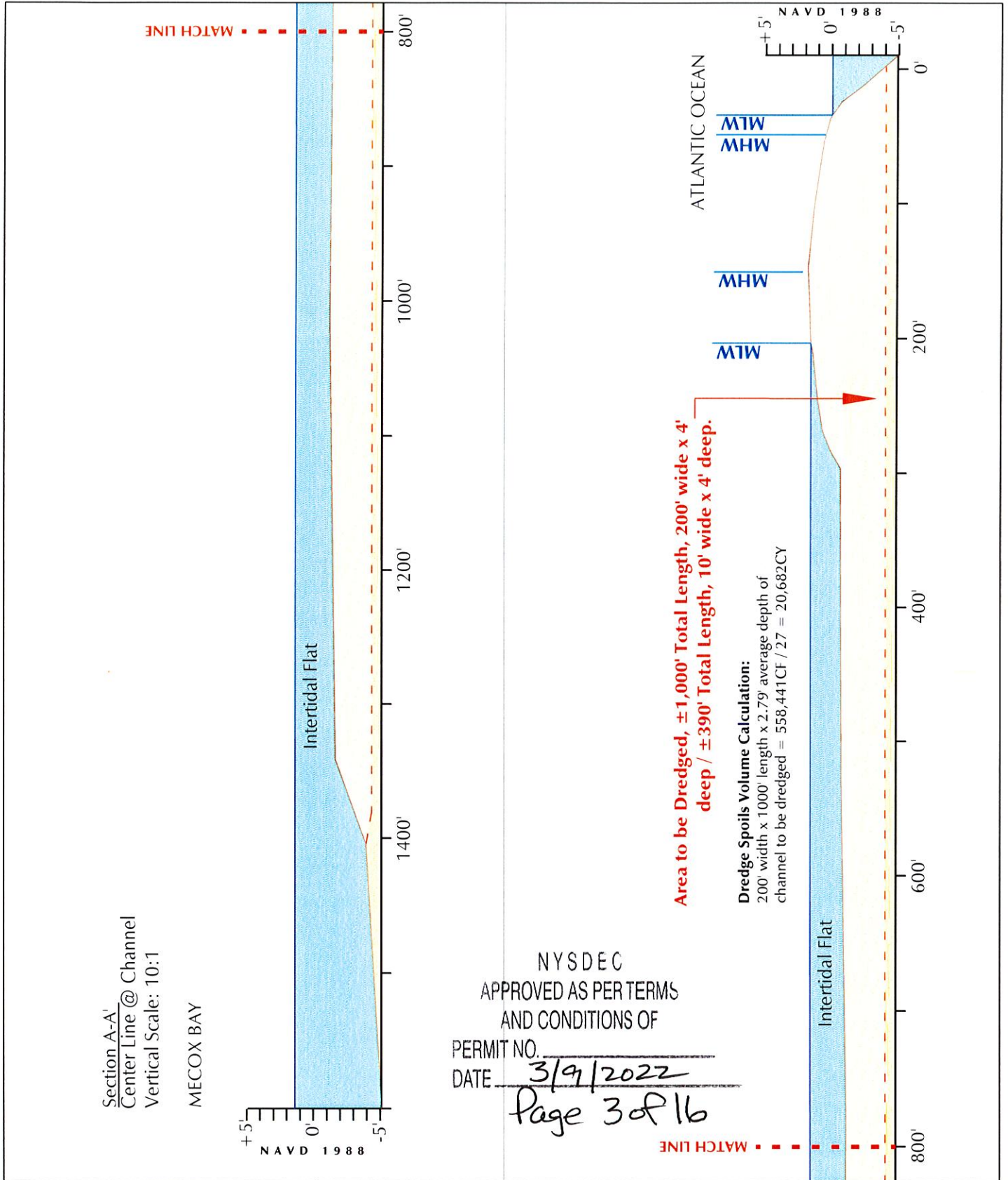
Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
Dredge Project

Location of Project:

In: Mecox Bay
County: Suffolk County
Applicant: Inter-Science Research Associates, Inc.
PO Box 1201 Southampton, NY 11969

File: 319-d-01 volume 1 clients southampton town board of trustees mecox mecox dredging trustee 2001 - set a 02242022.dwg
SET A - Sheet 2 of 7 Date: February 24, 2022



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
 900-179-1-33: Alexander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Profile View A-A'
 Vertical Scale 10:1
 Horizontal Scale 1"=100'

Client:
 Board of Trustees of the Freeholders and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and a engineer to ensure proper design.

Name of Project:
Dredge Project

Location of Project:
 In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969
 File: \ssdc\01\volume3\clients\southampton\town\board of trustees\mecox\mecox_dredging\trustee_2008-set-a\02242022.dwg

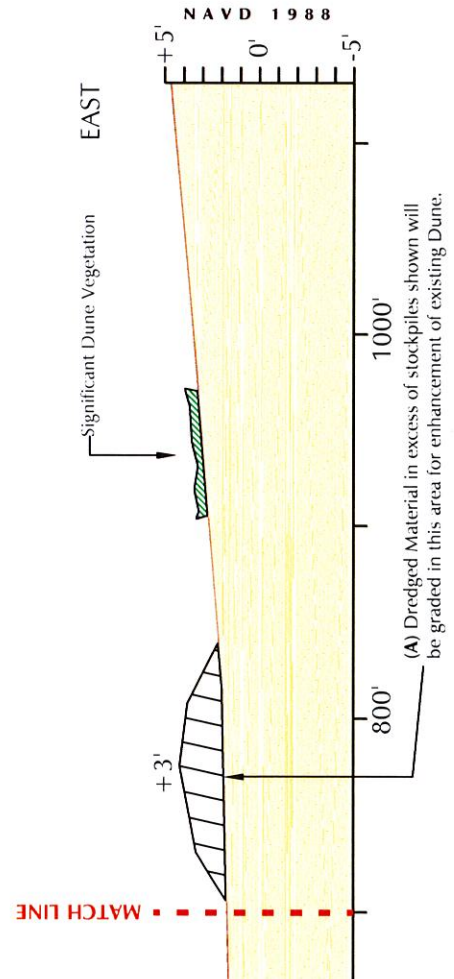
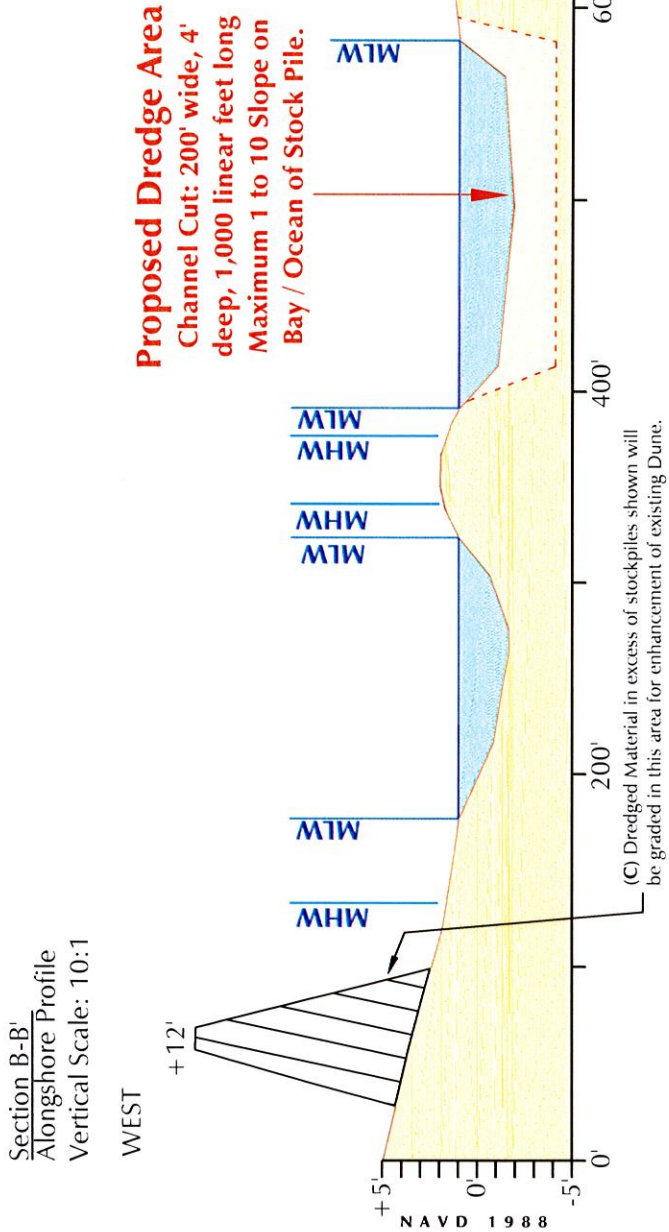
SET A - Sheet 3 of 7 Date: February 24, 2022

NYSDEC
APPROVED AS PER TERMS

AND CONDITIONS OF

PERMIT NO. _____
DATE 3/9/2022

Page 4 of 16



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
900-179-1-33: Alixander Lollins and Stuart Baker
900-179-1-39: Town of Southampton
900-179-1-34: Marcia and Richard Godosky
900-179-1-35: Joint Ownership
900-179-1-2: Ethel Hurvitz
900-179-1-1: Burnetts Cove Association, Inc
900-179-2-2.1: Jay and Prudence Mortimer
900-179-2-15: Town of Southampton
900-179-2-18.1: Avra and Munro Bank

Profile View B-B'
Vertical Scale 10:1
Horizontal Scale 1"=100'

Client:
*Board of Trustees of the Treehollowers and
Commonality of the Town of Southampton
116 Hampton Road, Town Hall
Southampton, NY 11968*

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor, and engineer to ensure proper design.

Name of Project:
Dredge Project

Location of Project:

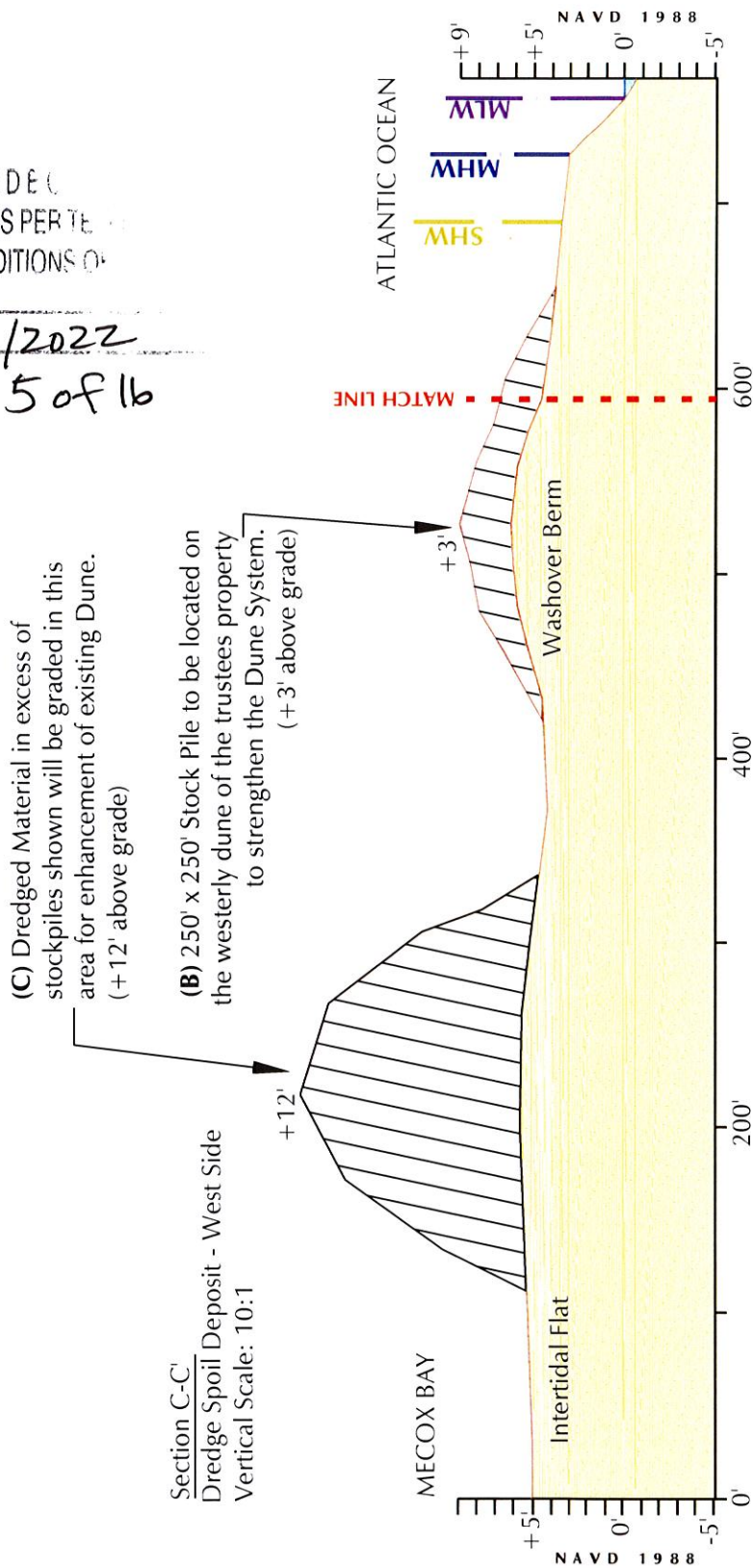
In: Mecox Bay
County: Suffolk County
Applicant: Inter-Science Research Associates, Inc.
PO Box 1201 Southampton, NY 11969

File: \\s-r-01\volume3\clients\Southampton Town\Board of Trustees\mecox\mcoxdredging\trustee_200ft_set_a_02242022.dwg

SET A - Sheet 4 of 9

Date: February 24, 2022

NYSDEC
 APPROVED AS PER TERMS AND CONDITIONS OF
 PERMIT NO. _____
 DATE 3/9/2022
 Page 5 of 16



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
 900-179-1-33: Alixander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Profile Views C-C'
 Vertical Scale 10:1

Client:
 Board of Trustees of the Freeholders and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
 Dredge Project
 Location of Project:

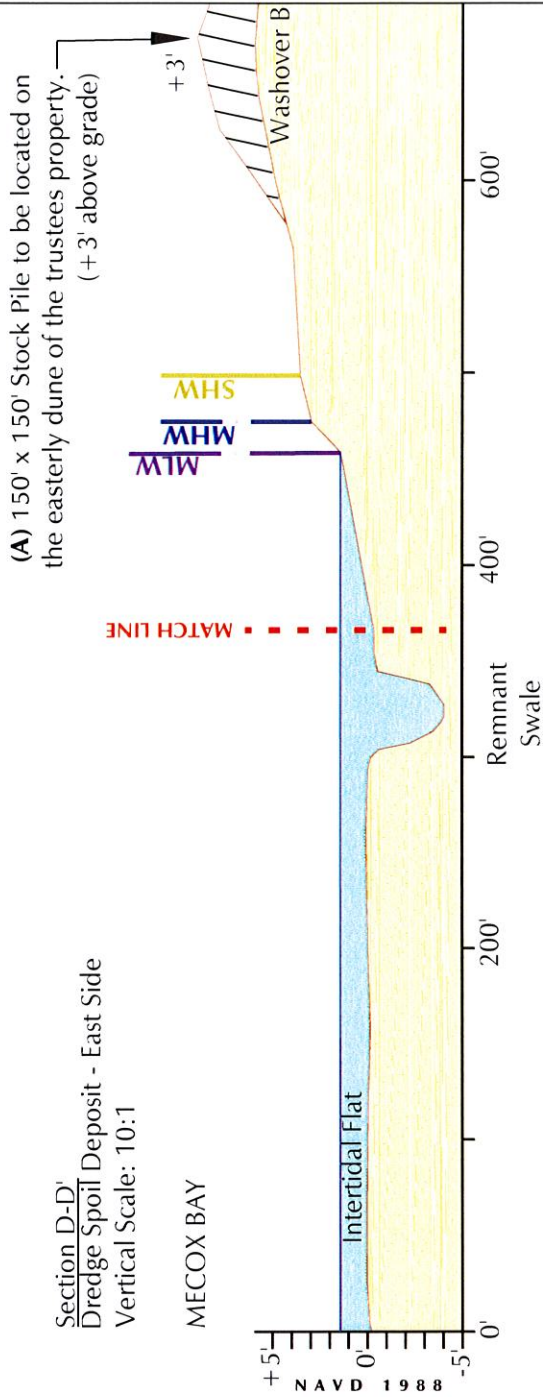
In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969

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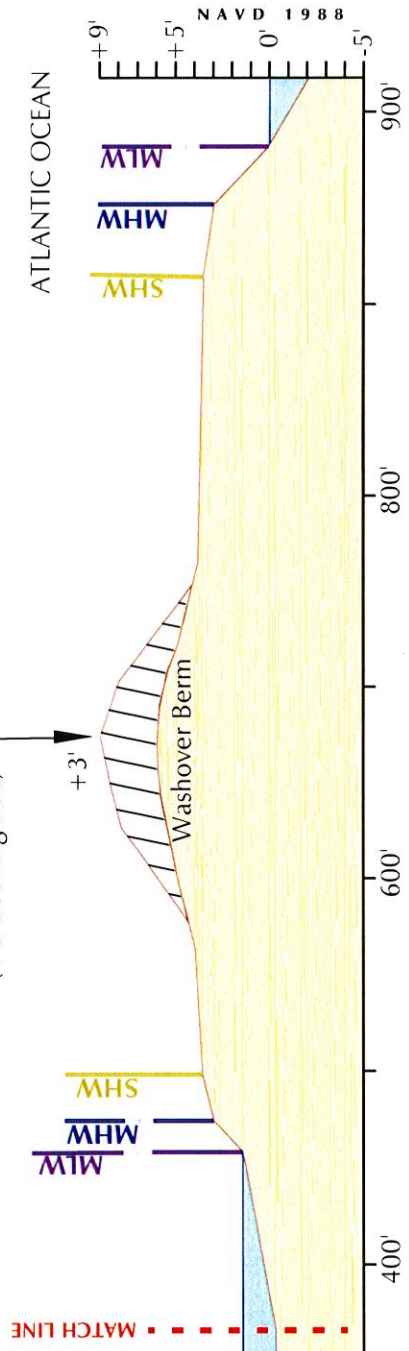
NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF

PERMIT NO. _____
 DATE 3/9/2022

Page 6 of 16



(A) 150' x 150' Stock Pile to be located on the easterly dune of the trustees property. (+3' above grade)



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
 900-179-1-33: Alexander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Profile Views D-D'
 Vertical Scale 10:1

Client:
 Board of Trustees of the Freeholders and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

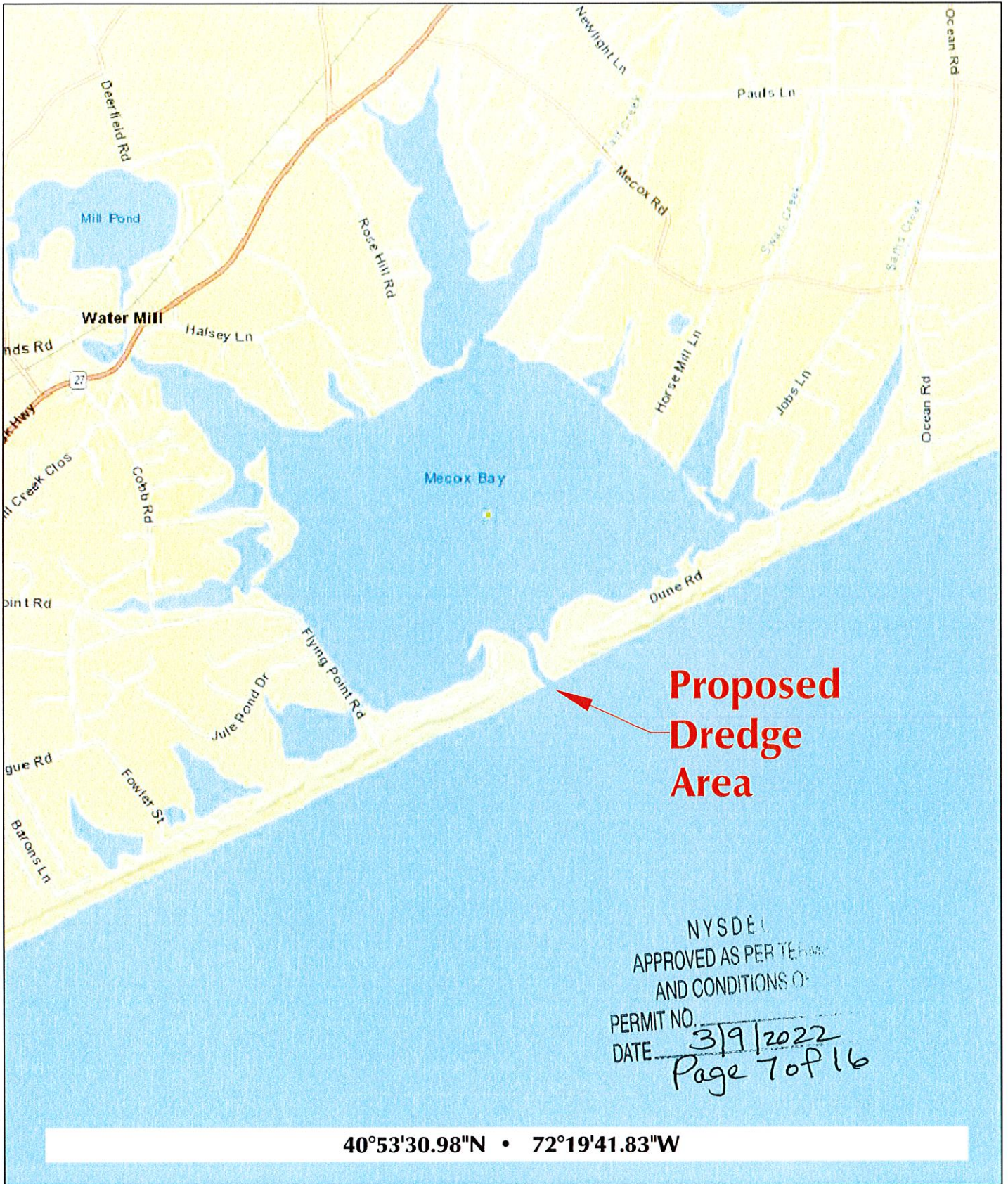
Name of Project:
 Dredge Project

Location of Project:

In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969

File: \\nsdc-01\volume3\clients\southampton town-board of trustees\mecox\mecox dredging trustee 2008 - set a 02242022.dwg

SET A - Sheet 6 of 7 Date: February 24, 2022



40°53'30.98"N • 72°19'41.83"W

Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
 900-179-1-33: Alixander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Codosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Vicinity Map

Not to Scale

Client:
 Board of Trustees of the Freeholders and
 Commonalty of the Town of Southampton
 110 Hampton Road, Town Hall
 Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:

Dredge Project

Location of Project:

In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969

File: I:\sdc-01\volume3\clients\southampton\town-board-of-trustees-mecox-mecox-dredging-trustee-2000-1-set-a\02242022.dwg

Set A - Sheet 7 of 7

Date: February 24, 2022

10' x 390' Channel for Maintenance Dredging - SET B

Notes: For Dredging Events utilizing the approximately 390 foot long dredging area, the dredging material will be placed in the (B) 250 foot x 250 foot stock pile to be located on the westerly dune of the Board of Trustees of the Freeholders and Commonalty of the Town of Southampton property to strengthen the dune system. This dredge spoil disposal stockpile is outside the waters of the United States.

Narrative: Cut to be dredged using hydraulic excavator (Back-Hoe). All dredging per plans and sections provided. All material to be dredged to be placed as shown on drawings.

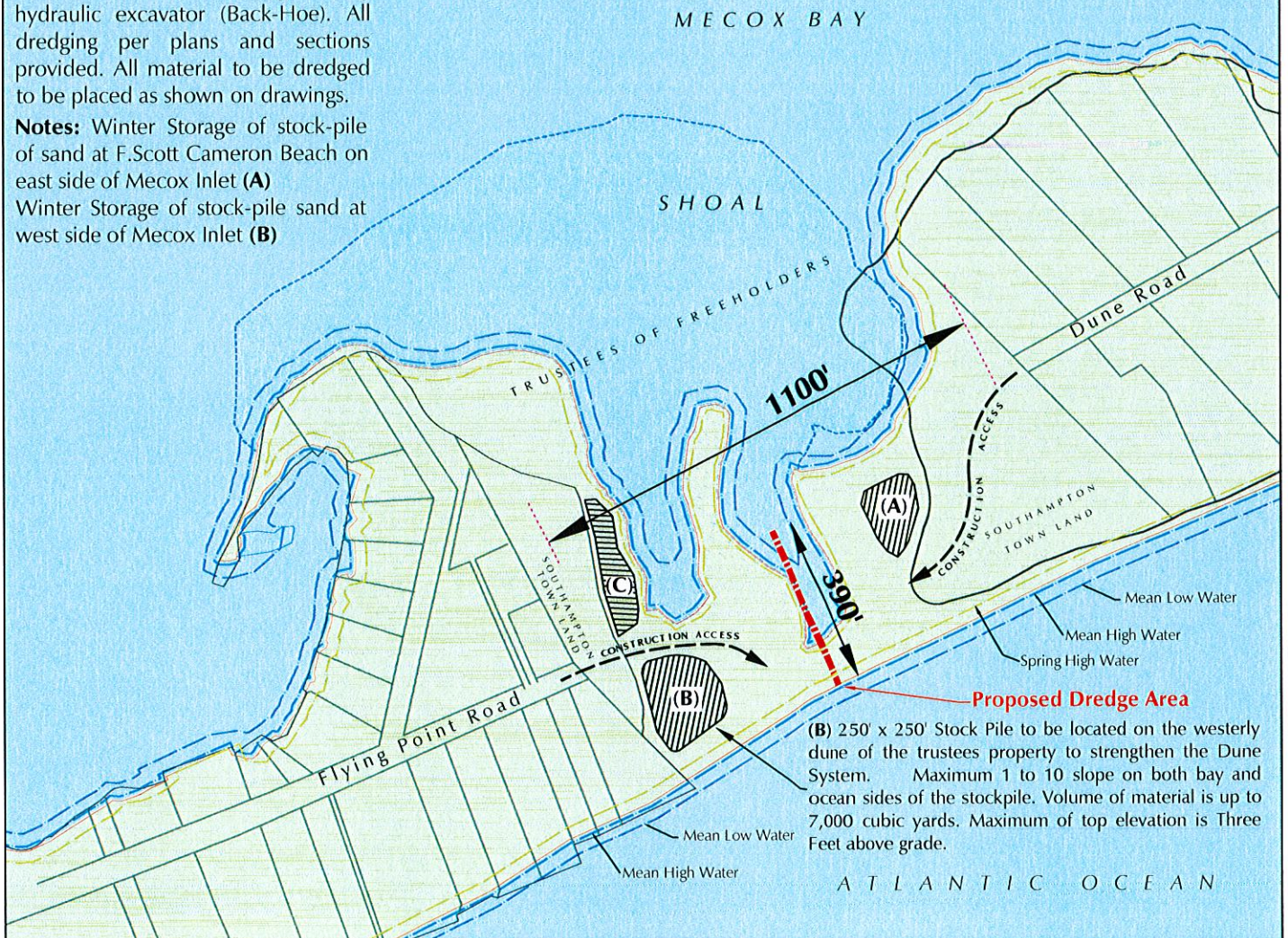
Notes: Winter Storage of stock-pile of sand at F.Scott Cameron Beach on east side of Mecox Inlet (A)
Winter Storage of stock-pile sand at west side of Mecox Inlet (B)

Notes: Back Hoe will be used to dredge the 390 linear foot channel.

Note: Work will only be performed on Trustee Owned Property. Any sand over stockpile capacity will remain in the Atlantic Ocean littoral drift system, including the ocean beach and dunes.

Note: Proposed dredging channel to be 10' wide and -4' deep at Mean Low Water. 1,300± cubic yards of material to be dredged.

Notes: Proposed dredging channel to be 10' wide and -4' deep at mean low water. 1,300± cubic yards of material to be dredged per event. Channel is 390 linear feet in length. Shoal taken from aerial photography. Mean High Water, Mean Low Water, Wetlands, Dune features and approximate Toe of Dune shown.



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
900-179-1-33: Alexander Lollins and Stuart Baker
900-179-1-39: Town of Southampton
900-179-1-34: Marcia and Richard Godosky
900-179-1-35: Joint Ownership
900-179-1-2: Ethel Hurvitz
900-179-1-1: Burnetts Cove Association, Inc
900-179-2-2.1: Jay and Prudence Mortimer
900-179-2-13: Town of Southampton
900-179-2-18.1: Ara and Munro Bank

Plan View



Scale: 1" = 400'

Client:

Board of Trustees of the Freeholders and
Commonalty of the Town of Southampton
116 Hampton Road, Town Hall
Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
Dredge Project

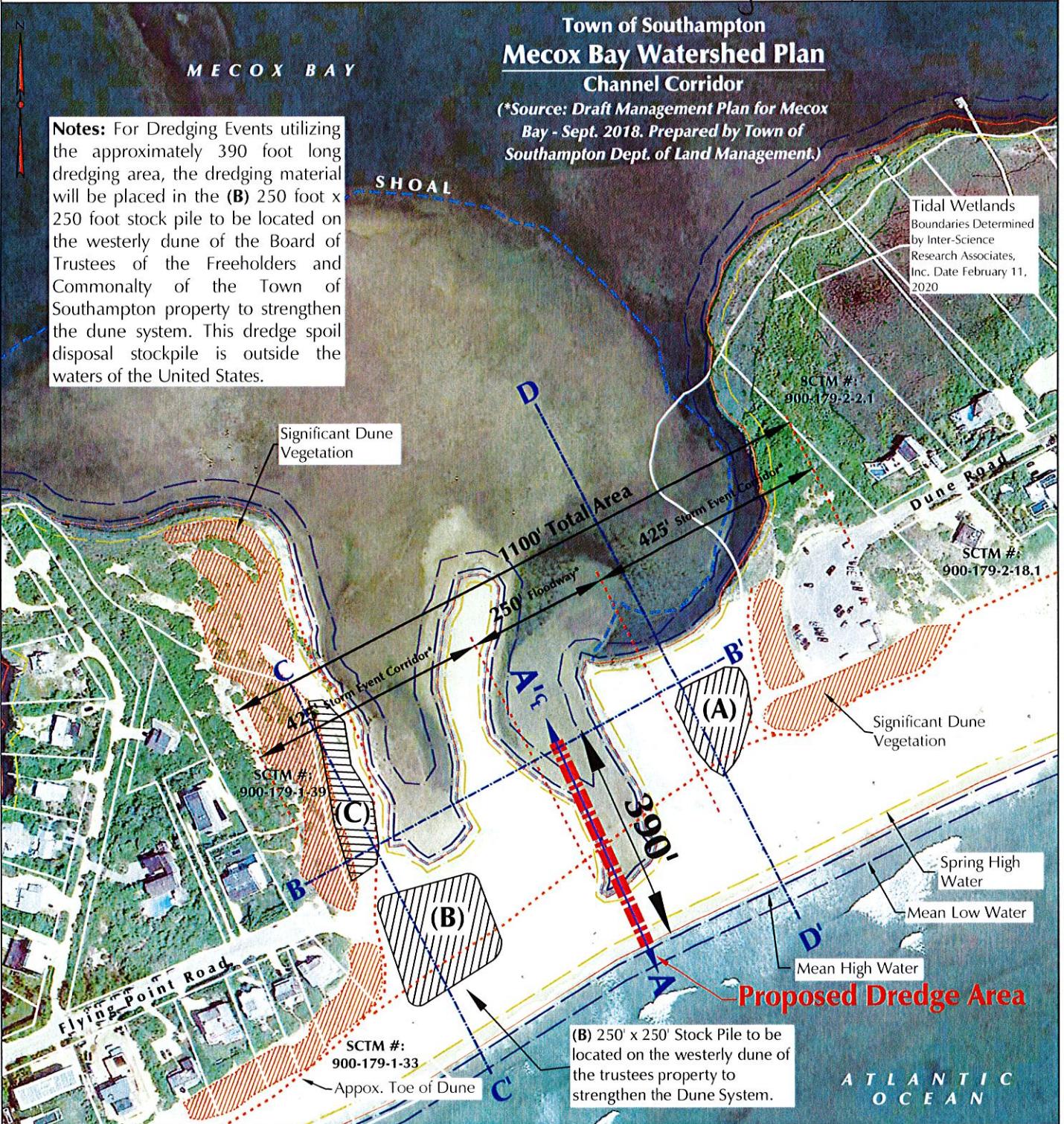
Location of Project:

In: Mecox Bay
County: Suffolk County
Applicant: Inter-Science Research Associates, Inc.
PO Box 1201 Southampton, NY 11969

File: \\sdc\c01\volume1\clients\southampton\town\board of trustees\mecox\mecox dredging trustees 390 ft - set 1\02242022.dwg

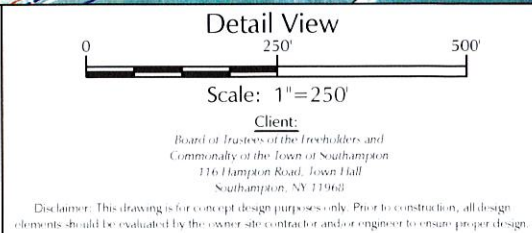
SET B - Sheet 1 of 9

Date: February 24, 2022



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
 900-179-1-33: Alixander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
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 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

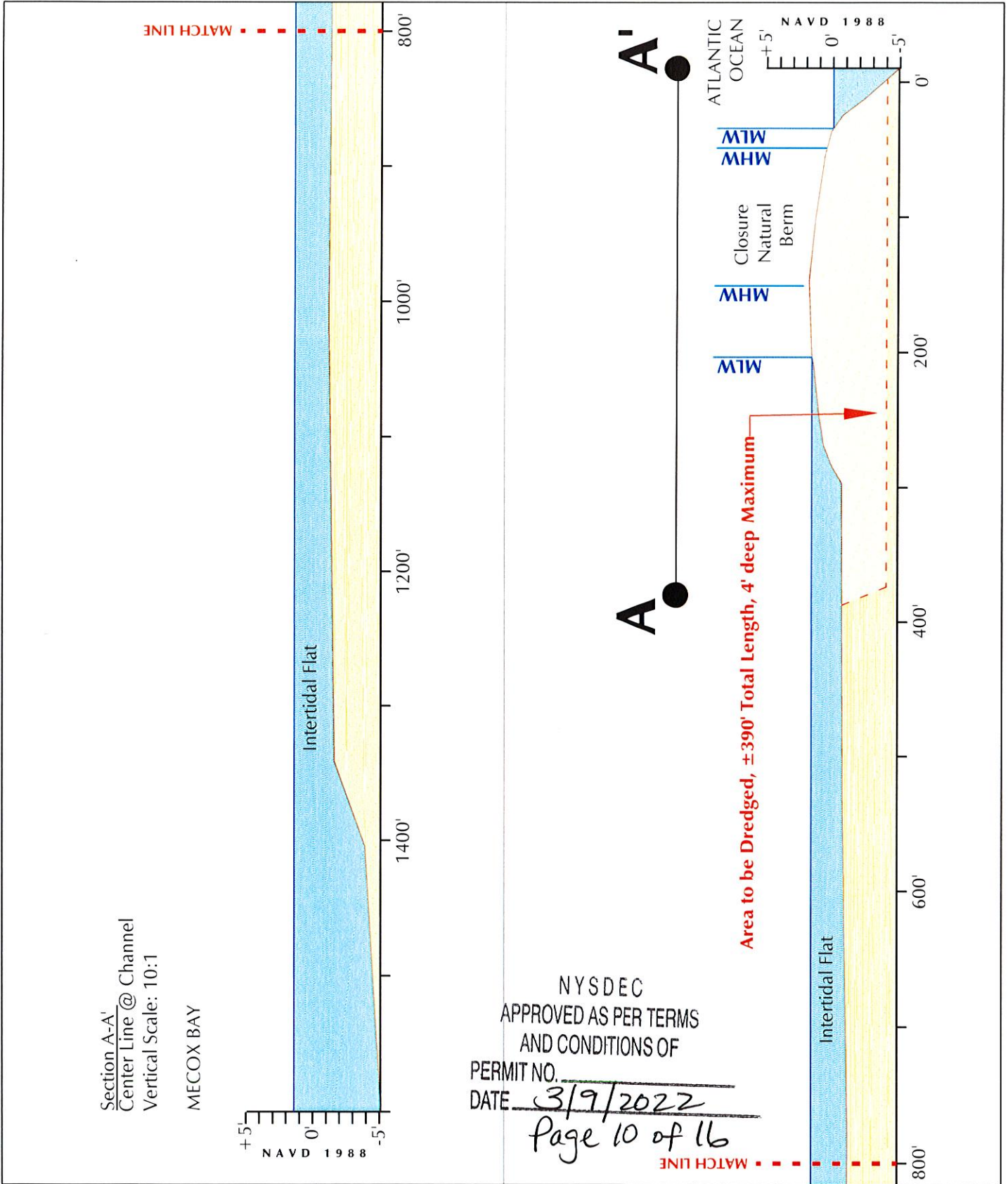


Name of Project:
 Dredge Project

Location of Project:

In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969

File: msdc-01 volume 3 clients/southampton town-board of trustees/mecox/mecox dredging trustee 390 ft - set 1/02242022.dwg
SET B - Sheet 2 of 9 Date: February 24, 2022



Section A-A'
Center Line @ Channel
Vertical Scale: 10:1

MECOX BAY

Intertidal Flat

ATLANTIC OCEAN
MTW
MHW

Closure Natural Berm
MHW

MTW

Area to be Dredged, ±390' Total Length, 4' deep Maximum

Intertidal Flat

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF

PERMIT NO. _____
DATE 3/9/2022
Page 10 of 16

Purpose: Dredging Plan / Proposed Conditions
Adjacent Property Owners:
900-179-1-33: Alixander Lollins and Stuart Baker
900-179-1-39: Town of Southampton
900-179-1-34: Marcia and Richard Godosky
900-179-1-35: Joint Ownership
900-179-1-2: Ethel Hurvitz
900-179-1-1: Burnetts Cove Association, Inc
900-179-2-2.1: Jay and Prudence Mortimer
900-179-2-15: Town of Southampton
900-179-2-18.1: Avra and Munro Bank

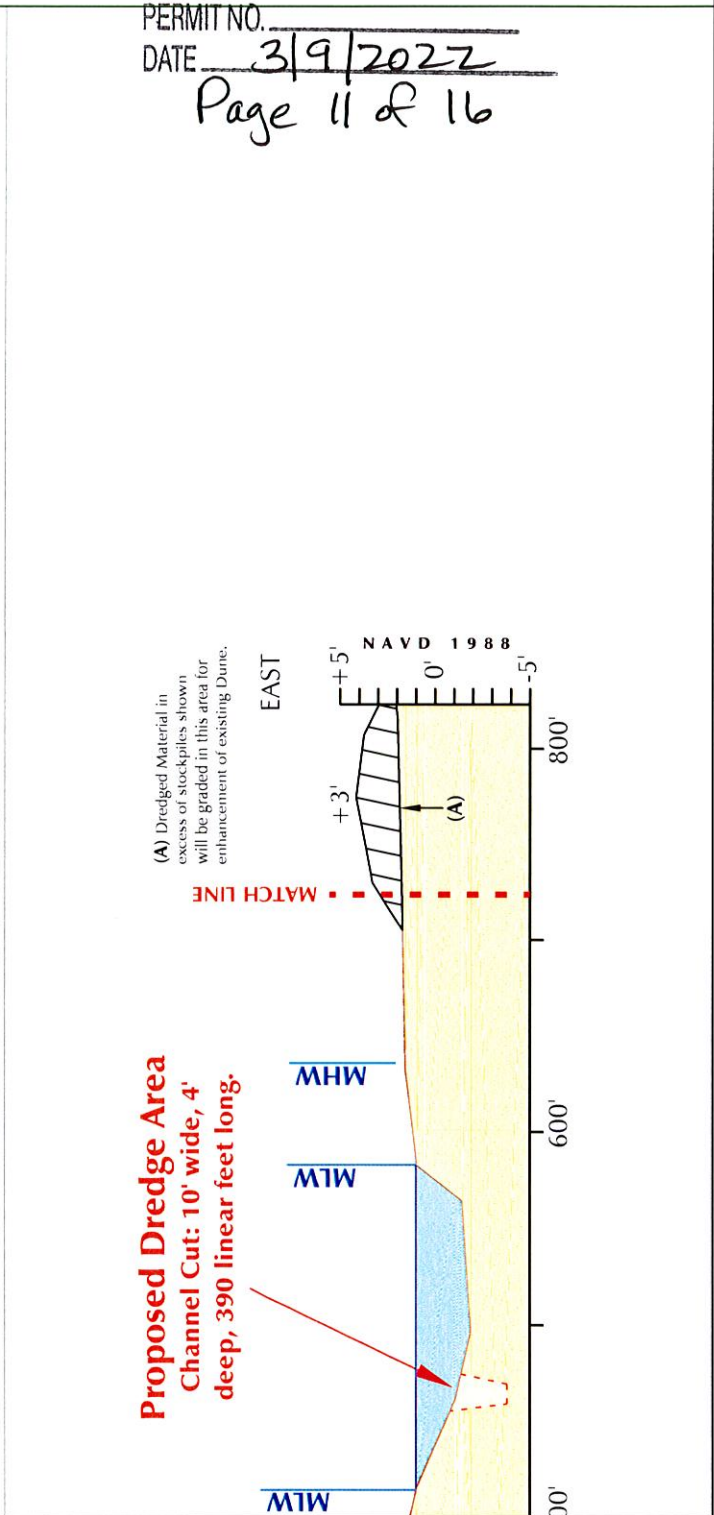
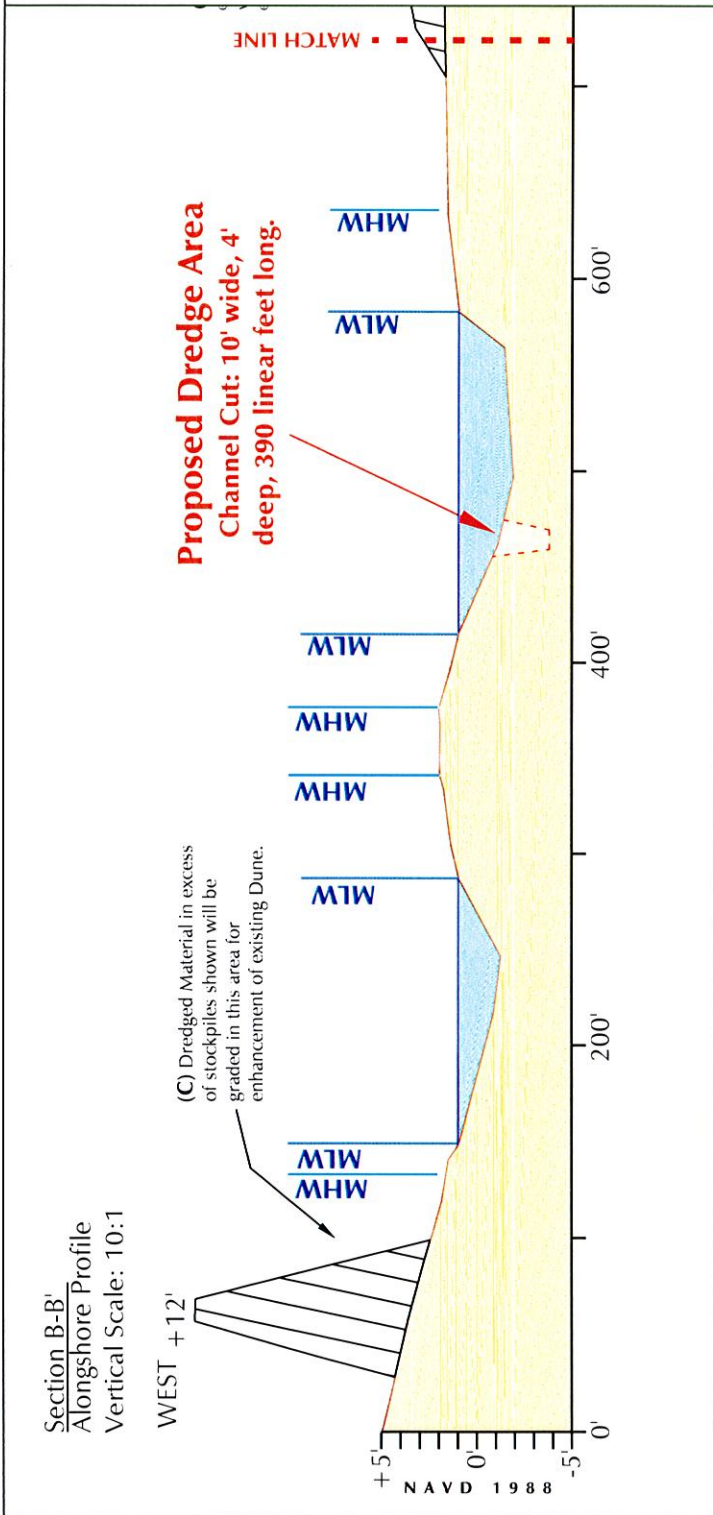
Profile View A-A'
Vertical Scale 10:1

Client:
*Board of Trustees of the Freeholders and
Commonality of the Town of Southampton
116 Hampton Road, Town Hall
Southampton, NY 11968*

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
Dredge Project
Location of Project:
In: Mecox Bay
County: Suffolk County
Applicant: Inter-Science Research Associates, Inc.
PO Box 1201 Southampton, NY 11969
File: /s:\sdc-03\volume3\clients\southampton\town-board-of-trustees\mcoxmecox\dredging\trustees-390-ft-set-b-02242022.dwg
SET B - Sheet 3 of 9 Date: February 24, 2022

PERMIT NO. _____
 DATE 3/9/2022
 Page 11 of 16



Purpose: Dredging Plan / Proposed Conditions
 Adjacent Property Owners:
 900-179-1-33: Alexander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
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 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Profile View B-B'
 Vertical Scale 10:1

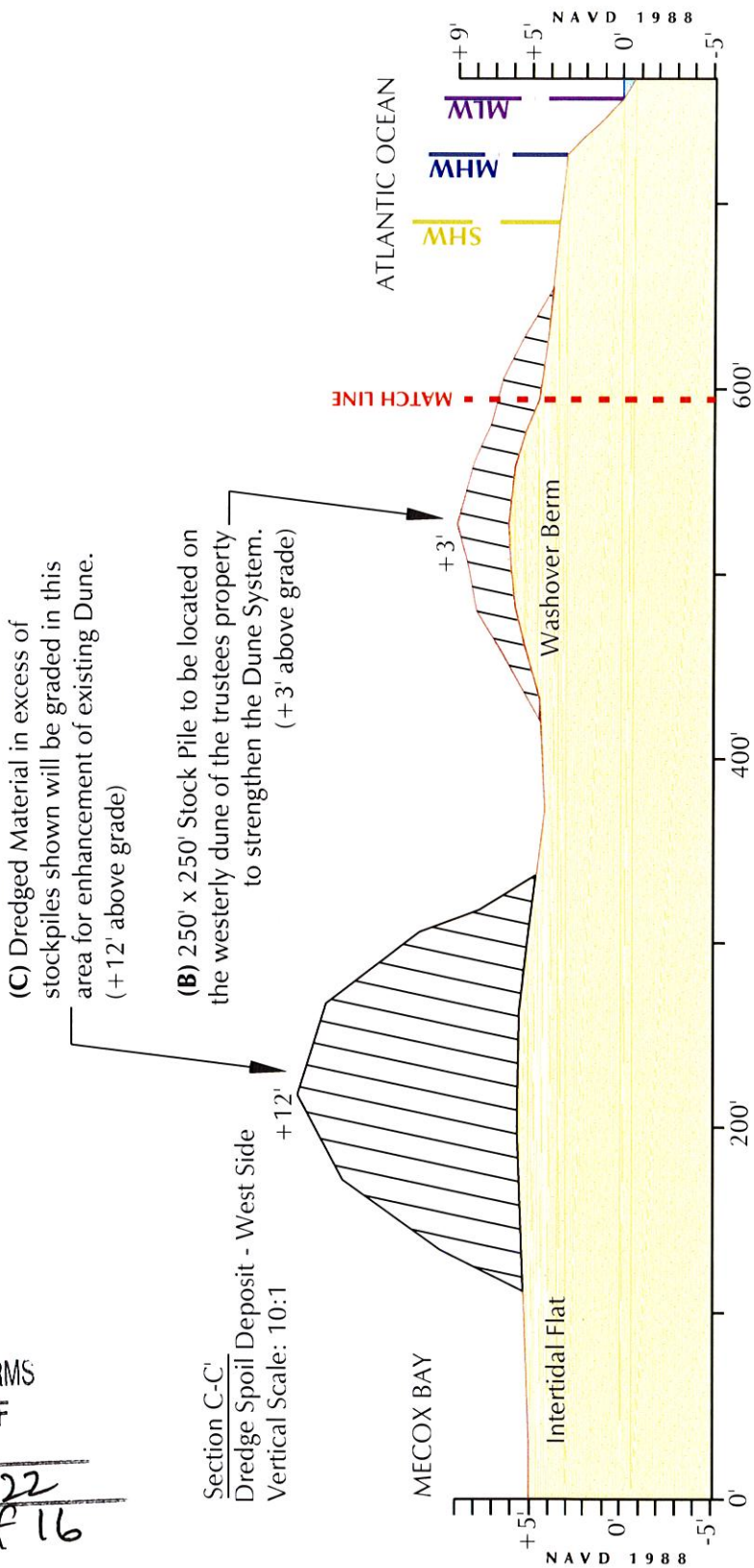
Client:
 Board of Trustees of the Freeholders and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
 Dredge Project

Location of Project:
 In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969
 File: /vsd/01/volume3/clients/southampton-town-board-of-trustees/mecox-mecox-dredging-trustee-390-ft-set-b-02242022.dwg
 SET B - Sheet 4 of 9
 Date: February 24, 2022

NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF
 PERMIT NO. _____
 DATE 3/9/2022
 Page 12 of 16



Section C-C'
 Dredge Spoil Deposit - West Side
 Vertical Scale: 10:1

(C) Dredged Material in excess of stockpiles shown will be graded in this area for enhancement of existing Dune. (+12' above grade)

(B) 250' x 250' Stock Pile to be located on the westerly dune of the trustees property to strengthen the Dune System. (+3' above grade)

Purpose: Dredging Plan / Proposed Conditions
 Adjacent Property Owners:
 900-179-1-33: Alexander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Profile Views C-C'
 Vertical Scale 10:1
 Horizontal Scale: 1" = 100'
 Client:
 Board of Trustees of the Freeholders and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11960

Name of Project:
 Dredge Project
 Location of Project:
 In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969
 File: \\sdc\03\Volume3\clients\southampton\town-board-of-trustees\mecox\mecox_dredging\trustees-190-01-SET-11-02242022.dwg
 SET B - Sheet 5 of 9 Date: February 24, 2022

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

(A) 150' x 150' Stock Pile to be located on the easterly dune of the trustees property. (+3' above grade)

Section D-D'
Dredge Spoil Deposit - East Side
Vertical Scale: 10:1

MECOX BAY

NAVD 1988

MATCH LINE

MTW
MHW
MHS

+3'

Washover B

600'

400'

200'

0'

Remnant Swale

Remnant Swale

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. _____
DATE 3/9/2022
Page 13 of 16

(A) 150' x 150' Stock Pile to be located on the easterly dune of the trustees property. (+3' above grade)

MATCH LINE

MTW
MHW
MHS

+3'

Washover Berm

ATLANTIC OCEAN

NAVD 1988

+9'

+5'

0'

-5'

900'

800'

600'

400'

Remnant Swale

Remnant Swale

Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
900-179-1-33: Alexander Lollins and Stuart Baker
900-179-1-39: Town of Southampton
900-179-1-34: Marcia and Richard Godosky
900-179-1-35: Joint Ownership
900-179-1-2: Ethel Hurvitz
900-179-1-1: Burnetts Cove Association, Inc
900-179-2-2.1: Jay and Prudence Mortimer
900-179-2-15: Town of Southampton
900-179-2-18.1: Avra and Munro Bank

Profile Views D-D'
Vertical Scale 10:1

Client:
Board of Trustees of the Freeholders and
Commonality of the Town of Southampton
116 Hampton Road, Town Hall
Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
Dredge Project
Location of Project:

In: Mecox Bay
County: Suffolk County
Applicant: Inter-Science Research Associates, Inc.
PO Box 1201 Southampton, NY 11969

File: \ss\ss-01\volume3\clients\southampton\town\board of trustees\mecox\mecox dredging trustee - 390 ft - set b 02242022.dwg

SET B - Sheet 6 of 9

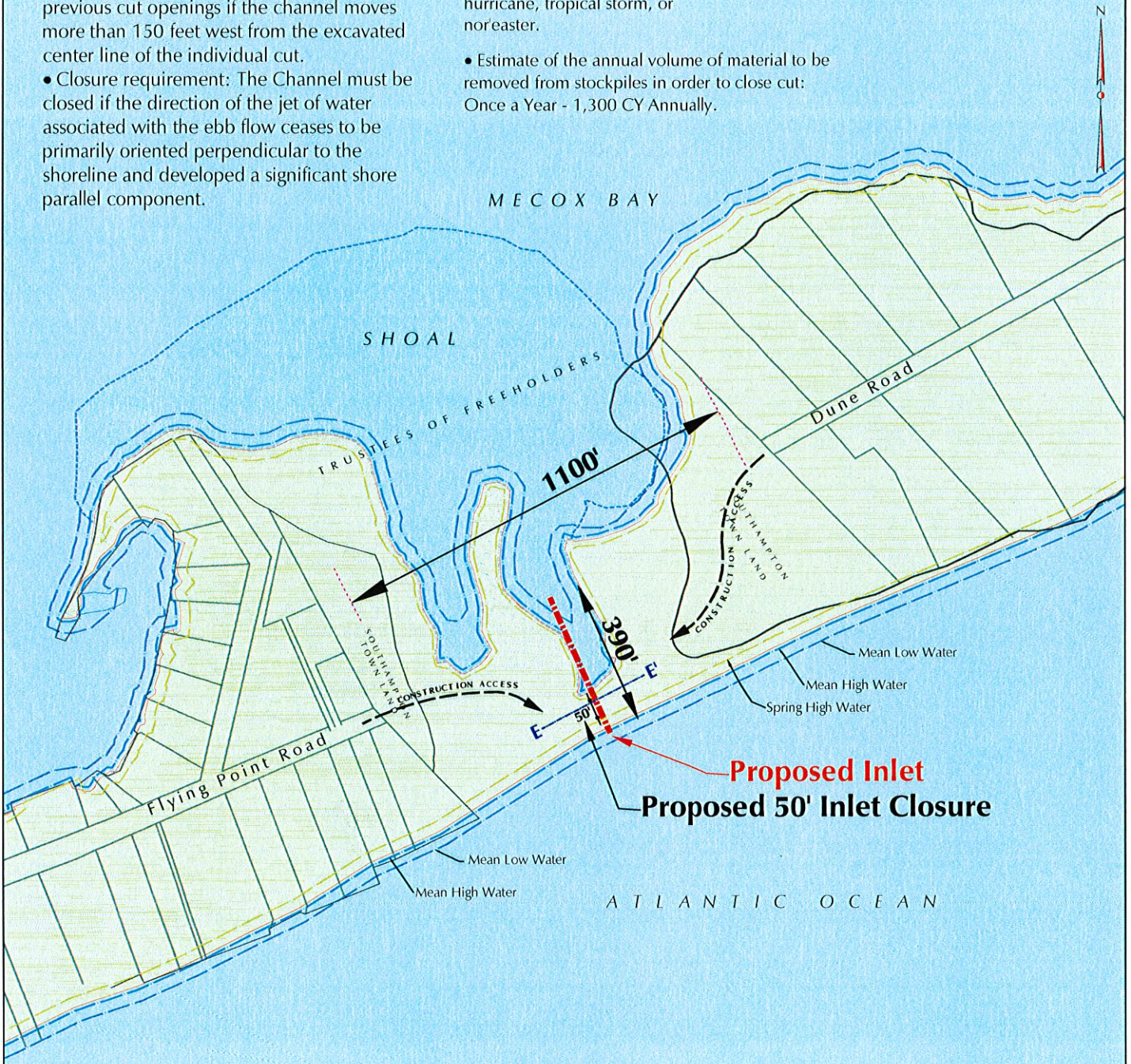
Date: February 24, 2022

PERMIT NO. _____
 DATE 3/9/2022
 Page 14 of 16

Note:

- Berm no longer proposed.
- Closure requirement: The channel must be closed using the material stock-piled from previous cut openings if the channel moves more than 150 feet west from the excavated center line of the individual cut.
- Closure requirement: The Channel must be closed if the direction of the jet of water associated with the ebb flow ceases to be primarily oriented perpendicular to the shoreline and developed a significant shore parallel component.

- In the event of an imminent threat of a major storm or weather event such as hurricane, tropical storm, or nor'easter.
- Estimate of the annual volume of material to be removed from stockpiles in order to close cut:
 Once a Year - 1,300 CY Annually.



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
 900-179-1-33: Alexander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Inlet Closure Plan View



Scale: 1" = 400'

Client:

Board of Trustees of the Freeholders and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11968

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor and/or engineer to ensure proper design.

Name of Project:
 Dredge Project
 Location of Project:

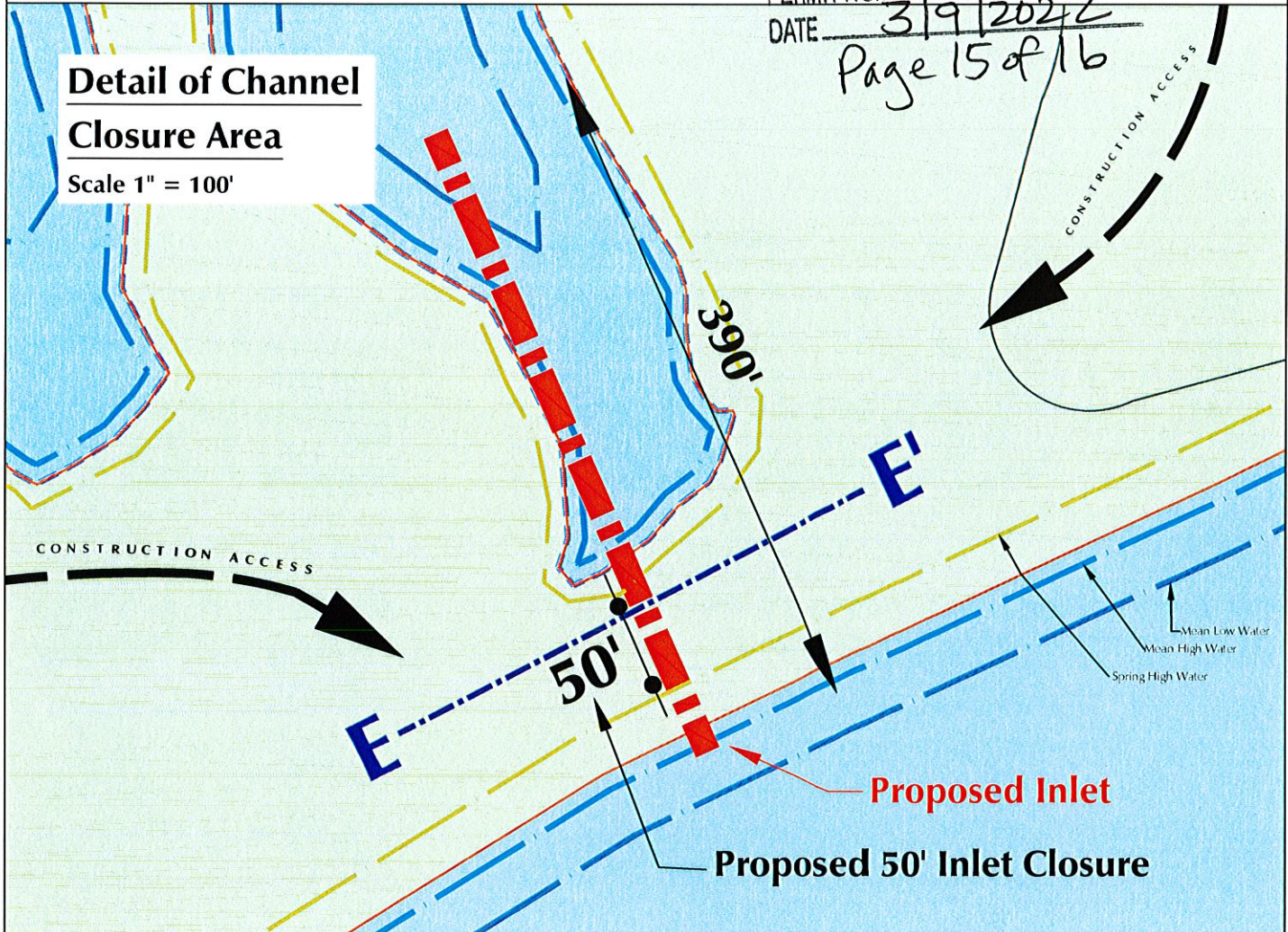
In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969

File: \\sdc\01\volume1\clients\southampton\town-board-of-trustees\mecox\mecox\dredging\trustee\390-ft-set\1-02242022.dwg

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 APPROVED AS PER TERMS
 AND CONDITIONS OF

PERMIT NO. _____
 DATE 3/9/2022
 Page 15 of 16

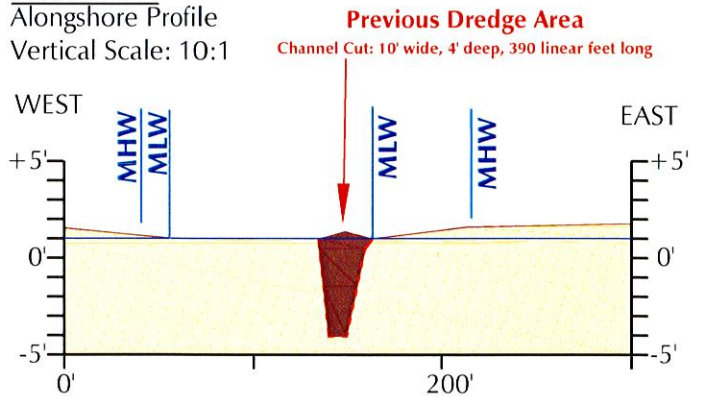
**Detail of Channel
 Closure Area**
 Scale 1" = 100'



Note:

- Berm no longer proposed.
- Closure requirement: The channel must be closed using the material stock-piled from previous cut openings if the channel moves more than 150 feet west from the excavated center line of the individual cut.
- Closure requirement: The Channel must be closed if the direction of the jet of water associated with the ebb flow ceases to be primarily oriented perpendicular to the shoreline and developed a significant shore parallel component.
- In the event of an imminent threat of a major storm or weather event such as hurricane, tropical storm, or nor'easter.
- Estimate of the annual volume of material to be removed from stockpiles in order to close cut:
 $7' \times 10' \times 390' = 27,300 \text{ CF} / 27 = 1,011 \text{ CY.}$

Section E-E'
 Alongshore Profile
 Vertical Scale: 10:1



Purpose: Dredging Plan / Proposed Conditions

Adjacent Property Owners:
 900-179-1-33: Alixander Lollins and Stuart Baker
 900-179-1-39: Town of Southampton
 900-179-1-34: Marcia and Richard Godosky
 900-179-1-35: Joint Ownership
 900-179-1-2: Ethel Hurvitz
 900-179-1-1: Burnetts Cove Association, Inc
 900-179-2-2.1: Jay and Prudence Mortimer
 900-179-2-15: Town of Southampton
 900-179-2-18.1: Avra and Munro Bank

Profile View E-E'
 Vertical Scale 10:1

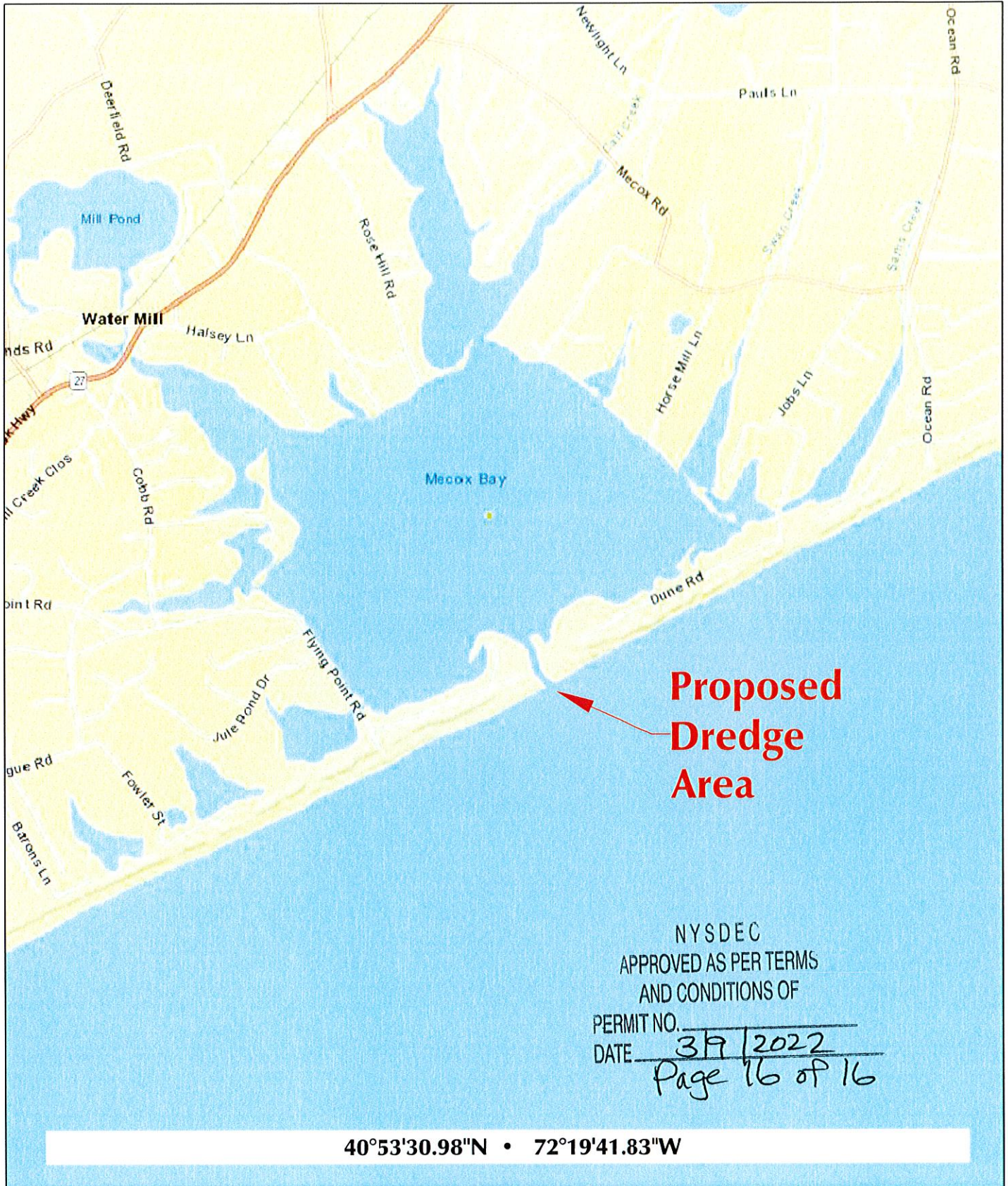
Client:
 Board of Trustees of the Freeholders, and
 Commonality of the Town of Southampton
 116 Hampton Road, Town Hall
 Southampton, NY 11960

Disclaimer: This drawing is for concept design purposes only. Prior to construction, all design elements should be evaluated by the owner, site contractor, and/or engineer to ensure proper design.

Name of Project:
 Dredge Project
Location of Project:

In: Mecox Bay
 County: Suffolk County
 Applicant: Inter-Science Research Associates, Inc.
 PO Box 1201 Southampton, NY 11969

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**Proposed
Dredge
Area**

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AND CONDITIONS OF
PERMIT NO. _____
DATE 3/9/2022
Page 16 of 16

40°53'30.98"N • 72°19'41.83"W

Purpose: Dredging Plan / Proposed Conditions
Adjacent Property Owners:
900-179-1-33: Alexander Lollins and Stuart Baker
900-179-1-39: Town of Southampton
900-179-1-34: Marcia and Richard Godosky
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900-179-1-2: Ethel Hurvitz
900-179-1-1: Burnetts Cove Association, Inc
900-179-2-2.1: Jay and Prudence Mortimer
900-179-2-15: Town of Southampton
900-179-2-18.1: Avra and Munro Bank

Vicinity Map
Not to Scale

Client:
*Board of Trustees of the Freeholders and
Commonality of the Town of Southampton
116 Hampton Road, Town Hall
Southampton, NY 11968*

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Name of Project:
Dredge Project
Location of Project:
In: Mecox Bay
County: Suffolk County
Applicant: Inter-Science Research Associates, Inc.
PO Box 1201 Southampton, NY 11969
File: \\iss-d-01\volume\clients\southampton\town-board-of-trustees\mecox\mecox\dredging\trustee_39011-sol-1-0224\2022.dwg
SET B - Sheet 9 of 9 Date: February 24, 2022