

THE PATIO BUILDING CONDOMINIUM CORPORATION

Post Office Box 696, Westhampton Beach, New York 11978-0696

March 13, 2025

Jacqueline Fenlon, Director
Town of Southampton
Community Preservation Department
24 W. Montauk Highway
Hampton Bays, NY 11946

**Re: Community Preservation Fund Water Quality Improvement Project Plan Fund
Sewer System Installation**

Dear Ms. Fenlon,

On behalf of the The Patio Building Condominium Corporation, I am pleased to submit our proposal for the Sewer System Installation project. Four paper copies are provided by mail, and an electronic copy has been uploaded to the Town's submission portal.

Thank you for considering this proposal. If further information is needed to aid in your review of this proposal, please contact me at weblaw113@gmail.com or 631-901-8589.

Sincerely,



Gary Weber
President



TOWN OF SOUTHAMPTON

Department of Community Preservation
24 W Montauk Hwy, Hampton Bays, NY 11946
Ph: 631-287-5720 Fx: 631-728-1920

WQIP@southamptontownny.gov

Entity: _____

Project Name: _____

2025

COMMUNITY PRESERVATION FUND (CPF) WATER QUALITY IMPROVEMENT PROGRAM CHECKLIST/APPLICATION INSTRUCTIONS

The CPF Water Quality Improvement Project Plan (WQIPP) Fund follows the objectives in the adopted [Water Quality Improvement Project Plan](#) (see <http://www.southamptontownny.gov/WQIPP>)

To apply for funding, an application must be COMPLETED and submitted along with detailed narratives and supporting information as described below. The Water Quality Advisory Committee will rank and score projects based on the [Scoring Criteria contained in the application materials](#). Parcel acquisitions will be considered on an ongoing basis, independent of this application process.

Note: Electronic application submission required and 4 - full printed sets of application, site plan and narrative.

Upload application at www.southamptontownny.gov/WQIPPSUBMISSION

A Public Hearing and Town Board Resolution will be required for individual or multiple projects.

WATER QUALITY IMPROVEMENT PROJECT MEANS:

[1] DEFINITIONS:

1. **Wastewater Treatment Improvement Project** means the planning, design, construction, acquisition, enlargement, extension, or alteration of a wastewater treatment facility, including alternative systems to a sewage treatment plant or traditional septic system, to treat, neutralize, stabilize, eliminate or partially eliminate sewage or reduce pollutants in treatment facility effluent, including permanent or pilot demonstration wastewater treatment projects, or equipment or furnishings thereof. Stormwater collecting systems and vessel pumpout stations shall also be included within the definition of a wastewater improvement project.
2. **Nonpoint Source Abatement and Control Program Projects** developed pursuant to section eleven-b of the soil and water conservation districts law, title 14 of article 17 of the environmental conservation law, section 1455b of the federal coastal zone management act, or article forty-two of the executive law;
3. **Aquatic Habitat Restoration Project** means the planning, design, construction, management, maintenance, reconstruction, revitalization, or rejuvenation activities intended to improve waters of the state of ecological significance or any part thereof, including, but not limited to ponds, bogs, wetlands, bays, sounds, streams, rivers, or lakes and shorelines thereof, to support a spawning, nursery, wintering, migratory, nesting, breeding, feeding, or foraging environment for fish and wildlife and other biota.
4. **Pollution Prevention Project** means the planning, design, construction, improvement, maintenance or acquisition of facilities, production processes, equipment or buildings owned or operated by municipalities for the reduction, avoidance, or elimination of the use of toxic or hazardous substances or the generation of such substances or pollutants so as to reduce risks to public health or the environment, including changes in production processes or raw materials; such projects shall not include incineration, transfer from one medium of release or discharge to another medium, off-site or out-of-production recycling, end-of-pipe treatment or pollution control.
5. **The Operation of the Peconic Bay National Estuary Program**, as designated by the United States Environmental Protection Agency. Such projects shall have as their purpose the improvement of existing water quality to meet existing specific water quality standards. Projects which have as a purpose to permit or accommodate new growth shall not be included within this definition



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COMMUNITY PRESERVATION FUND (CPF)
 WATER QUALITY IMPROVEMENT PROGRAM
 PROPOSAL SUMMARY

Project Applicant: _____

Project Title: _____

Project Manager Name: _____

Entity Anticipating Grant and Funding: _____

Contact 1:

Name	
Title	
Organization	
Address	
Phone	
Email	

Contact 2:

Name	
Title	
Organization	
Address	
Phone	
Email	

Property owner (if different from Project manager organization):

Name	
Affiliation	
Organization	
Address	
Phone	
Email	

Project Address: _____ SCTM #(S) _____

Type of Project (Check all that apply):

- Reduction
 Remediation
 Restoration

Project Summary: (Provide a brief narrative description of proposed WQIPP project)



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If additional information is needed to describe the project; a project narrative can accompany the application. Please limit the narrative to approximately 3 pages of project description, provide a summary of water quality benefits/objectives of approximately 2 pages and provide a cost estimate of approximately 2 to 4 pages with supporting estimates. Any additional materials should be focused specifically on the proposed project with references to other studies that are pertinent

1. PROJECT TYPE (check all that apply)

Must meet at least one of the definitions of "Water Quality Improvement Project" per State Law Chapter 551 cited above. Check all that apply. **Note: Monitoring costs are only potentially eligible for CPF funding within Aquatic habitat restoration projects.**

- Wastewater Treatment Improvement Project
- Non-point source abatement and control
- Aquatic habitat restoration
- Pollution prevention
- Operation of Peconic Bay National Estuary Program (Grant Match)

2. PRIORITY AREA(S) (check all that apply)

Priority areas are defined in the [Water Quality Improvement Project Plan \(WQIPP\)](#).

- 303(d) Impaired
- Peconic Estuary Program - [PEP map](#)
- High
- Medium
- Outside High and Medium priority areas*

*If Outside High and Medium priority areas, explain how the project is relevant to WQIPP goals.

3. PROJECT DESCRIPTION

3a. Existing conditions of applicable groundwater/sub-watershed/waterbody and most recent and relevant data available (provide sources).

3b. How the proposed solution addresses the issue in the context of Reduction, Remediation and/or Restoration as per the CPF Water Quality Project Plan. Note all remediation and restoration projects must assure that reduction measures are also addressed.



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3c. Describe the proposed technology and its demonstrated efficacy in similar settings. May include published data.

[Blank response area for 3c]

3d. How the project supports Town of Southampton, Suffolk County, NYSDEC, Long Island Nitrogen Action Plan (LINAP) or other adopted goals/policies (provide references with page numbers).

[Blank response area for 3d]

3e. Review the following statements and indicate whether they are applicable to your project. For all "Yes" responses, please indicate how your project addresses the requirements indicated.

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	If stormwater system or drainage is proposed: The project must indicate compliance with the New York State Stormwater Design Manual (2015 and as updated).
<input type="checkbox"/>	<input type="checkbox"/>	If project is related to farmland: Describe any Agricultural Stewardship Plan or other long term strategy for Nitrogen abatement.
<input type="checkbox"/>	<input type="checkbox"/>	If the project is for habitat restoration: The narrative must address how underlying causes are being ameliorated and expected outcomes for local species populations or other ecological considerations are given.
<input type="checkbox"/>	<input type="checkbox"/>	If project is a Sewage Treatment Plant (STP) or cluster treatment system: Fund allocation request is based on cost for reduction of pre-existing conditions and not for purpose of accommodating new density (describe pre-existing density and associated flow (gallons per day) and total projected nitrogen reduction in narrative). Include detailed information on how many homes the system would treat as well as potential for formation of Sewer District, if required by Suffolk County Health Department or Town Law.
<input type="checkbox"/>	<input type="checkbox"/>	If the project is requesting grant match: Include information related to funding program source and purpose of application and any relevant items on this checklist. Note: A Town Board resolution will be required in order to encumber matching funds for grant applications.

4. WATER QUALITY BENEFIT

4a. Identify Nitrogen, Pathogen or Pollutant of Concern (POC) including Existing Condition and Target Reduction.

[Blank response area for 4a]

4b. Describe plans for collecting and reporting on water quality over time.

[Blank response area for 4b]



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2025

4c. Indicate useful life of proposed technology (must meet or exceed five years).

[Redacted area for response to 4c]

5. COST FACTORS

5a. Explain how you have confirmed that the proposed budget is reasonable, appropriate and necessary. If available, provide third party estimates or other documentation of how costs were determined.

[Redacted area for response to 5a]

5b. Describe any matching funds to be provided.

[Redacted area for response to 5b]

5c. Explain: i. Why project cannot proceed and intended benefits cannot be achieved without external funding.
ii. if funds are awarded at a lower level than requested, or if there are cost overruns, explain how the project will proceed.

[Redacted area for response to 5c]

6. MANAGEMENT, EXPERIENCE, ABILITY

6a. Describe applicant's experience in completing similar projects.

[Redacted area for response to 6a]

6b. Describe community support or opposition to project. If there is opposition, explain how this is to be addressed.

[Redacted area for response to 6b]

6c. Describe any permits needed and time frame/status of approvals. If permits are approved, indicate same.

[Redacted area for response to 6c]



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Project Name: Sewer System Installati

2025

7. MAINTENANCE, MONITORING, EVALUATION

Estimate ongoing maintenance costs and explain how these will be supported. Explain stewardship and monitoring activities planned for ensuring sustainability of the project.

Please see attached responses.

8. DURATION OF PROJECT

8a. Provide a projected project timeline. Note: The Committee will only make recommendations for shovel-ready projects that can commence this fiscal year.

Please see attached responses.

8b. If project is multi-year or phased, provide a breakdown of budget and milestones for each year and phase.

Please see attached responses.

9. ATTESTATION

Allocation of CPF funds will not be for the purpose of accommodating new growth, as this is prohibited by State law. Check all boxes & sign.

- We certify that funds will not be directed for projects for the purpose of accommodating new growth.
- We understand that progress reports will need to be generated as specified in our Water Quality Improvement Contract AND a final report showing qualitative and/or quantitative data will be generated upon project completion.
- I authorize the subject property to be inspected by Town Personnel.

Signature: [Signature] Date March 13, 2025

10. I understand this is a reimbursement Grant and will submit proof of payment and final documents as needed.

Signature: [Signature] Date March 13, 2025

11. REQUIRED ATTACHMENTS Confirm that the following required documents are attached to this application:

- Photos of existing conditions
- Location Map
- State Environmental Quality Review Act (SEQRA) Long or Short Environmental Assessment Form (EAF)
<https://www.dec.ny.gov/permits/6191.html>
- Completed EPA Spreadsheet Tool for Evaluating Pollutant Load (STEPL)
<https://www.epa.gov/nps/spreadsheet-tool-estimating-pollutant-loads-step1> or similar standardized methodology (describe)
- Project budget (see attached template)
- Ownership commitment is provided via letter of intent (LOI) for non-municipal owners or municipal resolution for municipal owners
- Public agencies must complete SEQRA on the project and submit determination of significance and associated documentation.

12. OTHER ATTACHMENTS

List other attachments provided, including cost estimates, bids, plans, documentation of matching funds, and other as appropriate to demonstrate project readiness, quality, feasibility, and cost effectiveness.



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BUDGET PROPOSAL

Is the applicant incorporated or organized as a Not-for-Profit corporation or Not-for Profit limited liability company?

Yes No (If Yes, please submit a copy of the Certificate of Incorporation/Organization with this application)

Is the applicant a municipality? Yes No

If yes, please enter the request date or anticipated request date of RFP (Request for Proposals) _____.

PLANNING/ENGINEERING/DESIGN	Town CPF Request	Matching Funds Committed	Matching Funds Pending	Estimated Total Project Costs
Task 1-	\$-	\$-	\$-	\$-
Task 2-	\$-	\$-	\$-	\$-
Task 3-	\$-	\$-	\$-	\$-
Task 4-	\$-	\$-	\$-	\$-
Task 5-	\$-	\$-	\$-	\$-
Task 6-	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
Planning/Engineering/Design Cost Total	\$-	\$-	\$-	\$-

Contractual Services				
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
Contractual Services Cost Total	\$-	\$-	\$-	\$-

Construction & Site Improvements				
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
	\$-	\$-	\$-	\$-
Construction & Site Improvements Cost Total	\$-	\$-	\$-	\$-



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COMMUNITY PRESERVATION FUND (CPF) WATER QUALITY IMPROVEMENT PROGRAM LETTER OF INTENT

APPLICANT'S INFORMATION

Owner: _____

Contact First and Last Name: _____

Contact Address: _____

Contact Phone: _____

Contact Email: _____

CONTRACT RECIPIANT INFORMATION

Name/Organization: _____

Contact Person/Officer: _____

Contact Address: _____

Contact Phone: _____

Contact Email: _____

PROJECT INFORMATION

Project Title: _____

Project Location: _____

Project Description (1-3 sentences): _____

ANTICIPATED PROJECT TIMELINE

Begin: _____

Complete: _____

Notes: _____

**TOWN OF SOUTHAMPTON
2025 COMMUNITY PRESERVATION FUND**

APPLICATION ATTACHMENTS

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PROJECT OVERVIEW

The Patio Building Condominium Corporation (hereafter referred to as “Patio Condos”) proposes to install sanitary sewer infrastructure that will enable it to connect to the Village of Westhampton Beach Sewer System. Specifically, Patio Condos will install a sewer connection in order to convey sanitary wastewater from the property’s 10 residential and 13 commercial units to Suffolk County Sewer District #24— Gabreski Sewage Treatment Plant (STP).

The entire property is located within the 0-2 year groundwater contributing area to surface waters, and is located in a high priority area for nitrogen reduction as defined by the Town of Southampton Water Quality Improvement Project Plan. When the project is complete, nitrogen loading due to sanitary wastewater to groundwater on the property will be reduced by 100%. The onsite systems will be abandoned and sanitary wastewater will be pumped to the STP. This equates to a reduction of 335.8 lbs. of Nitrogen per year that will no longer enter the 0-2 year groundwater contributing area.

3. PROJECT DESCRIPTION

3a. Existing conditions of applicable groundwater/sub-watershed/waterbody and most recent and relevant data available (provide sources).

The surface water bodies of the eastern portion of Moriches Bay, Moniebogue Bay, and Quantuck Bay that surround the Inc. Village of Westhampton Beach (Village) have experienced an increase in recurring red, brown and rust tides. Due to these conditions, the water bodies were added to the New York State Department of Environmental Conservation (NYSDEC) Section 303(d) List of Impaired Waters Requiring a TMDL/Other Strategy in 2010. The pollutants of concern identified by the NYSDEC are nitrogen and low dissolved oxygen with onsite wastewater disposal systems and urban runoff as the suspected sources. The impacts from the ongoing degradation of these surface water bodies can be seen through the significant loss of native plant and shellfish species. A recent study prepared by Dr. Christopher J. Gobler (Dr. Gobler) has also identified the high nutrient loading to be attributed to outdated onsite septic systems and cesspools serving the surrounding homes and businesses located within the Village of Westhampton Beach (Village).¹

As a first step towards mitigating the existing water quality issues, the Village constructed a sewer system to collect and convey 60,000 gallons per day (GPD) of sanitary wastewater generated within the Main Street business corridor (i.e. Phase 1 service area) to the existing Suffolk County Sewer District No. 24 (SCSD #24) wastewater treatment plant located at Gabreski Airport, however, in order to realize the benefits the properties located within the sewer service area must first connect to the Village infrastructure and abandon their conventional on-site sanitary disposal systems.

¹ Dr. Christopher J. Gobler, PhD. Quantifying Nitrogen Loading to from Village of Westhampton Beach to Surrounding Water Bodies and Their Mitigation by Creating a Sewer District. June 2017. Prepared for the Village of Westhampton Beach, Village Board of Trustees.

BACKGROUND

The Patio Condos community, located at 52 Main Street in the Village of Westhampton Beach, New York is comprised of 10 residential and 13 commercial units. The building, occupying a footprint of 12,710 square feet is situated on a 1.005 acre property at the northwestern corner of Sunset Avenue. The parcel is located within the Phase 1 service area of the proposed Village Sewer System. The flow rate from water quality usage data indicates that the property is using approximately 2,203 gallons per day (gpd). Based on this figure, the property discharges .92 lbs per day of Total Nitrogen (TN), or 335.8 lbs per year.

The Patio Condos facility is served by a dedicated on-site sanitary disposal system that discharges directly to the ground. The entirety of the parcel is located within the 0-2 year groundwater contributing area to surface waters, as defined by Suffolk County's Subwatersheds Wastewater Plan, meaning that contaminants from on-site disposal systems discharging to groundwater in these areas will reach surface waters in as little as 0-2 years.² The property is also in a Town of Southampton Priority Area as defined by its Community Preservation Fund Water Quality Improvement Project Plan.³ This proximity to surface water and the density of the existing units make this site an ideal candidate for connection to a centralized sewage treatment plant. Connection to a centralized sewer system is an important step towards preventing the degradation of water quality by reducing the quantity of nutrients and pollutants that can make their way to surface waters.

Environmental Resources

Moniebogue canal discharges to Quantuck Canal, which feeds Quantuck Bay to the east and eastern portion of Moriches Bay to the west. As defined by the US Fish & Wildlife Service National Wetland Inventory, at the point of discharge, Moniebogue Bay and the downstream water bodies are classified as estuarine and marine deep-water habitat (E1UBL)⁴. The NYS DEC (6 CRR-NY X A 2 701) classifies these water bodies as Class SA, which is defined "as a saline surface water for shell fishing for market purposes, primary and secondary contact recreation and fishing. These waters shall be suitable for fish, shellfish and wildlife propagation and survival."⁵

Flood Plain Considerations

The entirety of the site is located outside the Special Flood Hazard Area as described by FEMA Flood Insurance Rate Map (FIRM) number 36103C0767H, effective on September 25, 2009.

3b. How the proposed solution addresses the issue in the context of Reduction, Remediation and/or Restoration as per the CPF Water Quality Project Plan.

Patio Condos will hire qualified contractors to install a sewer system connection to the Village sewer system. This work will encompass abandonment of existing cesspools, installation of conveyance piping, and surface restoration. As shown on the attached survey, the existing cesspools are located under the parking area; therefore, surface restoration will be necessary. Please refer to the attached vendor cost estimates.

² <https://suffolkcountyny.gov/Portals/0/formsdocs/planning/CEQ/2019/Appendix%20B%20-20SWP%20Executive%20Summary%20August%202019.pdf?ver=2019-08-16-113254-687>

³ <https://ny-southampton.civicplus.com/DocumentCenter/View/7318>

⁴ Data was obtained from: <https://www.fws.gov/wetlands/data/Mapper.html>

⁵ Data was obtained from:

[https://govt.westlaw.com/nycrr/Document/14ed840c2cd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/nycrr/Document/14ed840c2cd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

Sanitary Flow

The flow rate from water quality usage data indicates that the property is using approximately 2,203 gallons per day (gpd). Based on this figure, the property discharges .92 lbs per day of Total Nitrogen (TN), or 335.8 lbs per year. With no change in flow rate and once connected to sewers it will contribute 0.18 #/day TN. This represents an 80% reduction of TN discharged. As all wastewater flows will be conveyed to the SCSD #24, the TN being contributed to the 0-2 year groundwater contributing area for Moneybogue Bay will be effectively reduced to zero, thereby reducing TN loading to surface waters by 335.8 lbs/year.

3c. Describe the proposed technology and its demonstrated efficacy in similar settings. May include published data.

On-Site Sanitary Infrastructure Improvements

Patio Condos will hire qualified contractors to install a sewer system connection to the Village sewer system. This work will encompass abandonment of existing cesspools, installation of conveyance piping, and surface restoration. As shown on the attached survey, the existing cesspools are located under the parking area; therefore, surface restoration will be necessary. Please refer to the attached vendor cost estimates.

The design of all sanitary infrastructure will be prepared in accordance with local regulatory requirements and adhere to Ten States Recommended Design Standards for Wastewater Facilities, Suffolk County Department of Health Services, and Suffolk County Department of Public Works design standards.

We have retained the engineering firm Nelson, Pope & Voorhis to prepare a feasibility study. This study is in process and will be furnished to the Town when complete, along with a site plan.

Suffolk County Sewer District #24 – Gabreski Sewage Treatment Plant

The Village of Westhampton Beach completed Phase 1 of its Sewer Service Area project in 2023. The new sewer system was designed to collect and convey 60,000 gallons per day (GPD) of sanitary wastewater generated within the Main Street business corridor (i.e. Phase 1 service area) to the existing Suffolk County Sewer District No. 24 (SCSD #24) wastewater treatment plant located at Gabreski Airport in Westhampton Beach, New York. SCSD #24 was subsequently upgraded to accommodate the additional flows. Treated effluent discharged from the wastewater treatment plant is reintroduced to the ground via subsurface leaching pools with the total nitrogen concentration reduced below the current drinking water standard and permit discharge limit of 10 mg/L. Therefore, the Village's sewer system will remove nitrogen-rich onsite wastewater point sources from continuing to discharge to groundwaters with less than 2-year travel time, thereby contributing to the improvement of water quality in the surrounding water bodies.

3d. How the project supports Town of Southampton, Suffolk County, NYSDEC, Long Island Nitrogen Action Plan (LINAP) or other adopted goals/policies (provide references with pages numbers).

Town of Southampton Water Quality Improvement Project Plan (WQIPP)⁶

In accordance with State Law Chapter 551, a “wastewater treatment improvement project,” is a “water quality improvement project” that is eligible for CPF funding. Under the statute, “wastewater treatment

⁶ <https://www.southamptontownny.gov/DocumentCenter/View/7318/Water-Quality-Improvement-Plan-CPF-Referendum-PDF?bidId=>

improvement project” means “the planning, design, construction, acquisition, enlargement, extension, or alteration of a wastewater treatment facility, including alternative systems to a sewage treatment plant or traditional septic system, to treat, neutralize, stabilize, eliminate or partially eliminate sewage or reduce pollutants in treatment facility effluent.” Therefore, the proposed project is eligible for CPF funding.

The WQIPP quotes the Suffolk County Comprehensive Water Resources Management Plan (2015), which states that, “nitrogen pollution from septic systems has clearly emerged as the most widespread and least well addressed of the region’s growing list of water pollutants.” The plan goes on to say that “nitrogen loading to watersheds of Southamptton must be reduced in order to restore ecological health and maintain drinking water standards.” Patio Condos is located in a WQIPP High Priority area (P. 54). See attached map.

Suffolk County Subwatershed Plan⁷

Quantuck Bay, Quantuck Canal, and Moniebogue Bay are identified as a Priority 1 subwatershed for nitrogen reduction via wastewater management (p. 2-74).

Suffolk County Water Resources Management Plan⁸

The proposed project supports Nitrogen recommendation 1.15, “Seek ways to remediate existing nitrogen pollution and its impacts.” Key Milestone b., “Advance sewer expansion projects as funding becomes available,” is also supported. (Table 9-1)

3e. If project is a Sewage Treatment Plant (STP) or cluster treatment system: Fund allocation request is based on cost for reduction of pre-existing conditions and not for purpose of accommodating new density (describe pre-existing density and associated flow (gallons per day) and total projected nitrogen reduction in narrative). Include detailed information on how many homes the system would treat as well as potential for formation of Sewer District, if required by Suffolk County Health Department or Town Law.

The project will service the existing units (10 residential and 13 commercial) in the Patio Condos community. No increase in density will be accommodated by the project.

4a. Identify Nitrogen, Pathogen or Pollutant of Concern (POC) including Existing Condition and Target Reduction.

The pollutant load reduction from the connection of Patio Condos community to the Village collection system can be estimated based on the current level of treatment through the on-site systems and the future level of treatment when connected to Suffolk County Sewer District #24 – Gabreski Sewage Treatment Plant. The pollutant of concern for surface water on Long Island is Nitrogen, which has been linked to harmful algae blooms and water quality degradation. The flow rate from water quality usage data indicates that the property is using approximately 2,203 gallons per day (gpd). Based on this figure, the property discharges .92 lbs per day of Total Nitrogen (TN), or 335.8 lbs per year. With no change in flow rate and once connected to sewers it will contribute 0.18 #/day TN. This represents an 80% reduction of TN discharged. As all wastewater flows will be conveyed to the SCSD #24, the TN being

⁷ <https://suffolkcountyny.gov/Portals/0/formsdocs/planning/CEQ/2020/RevisedComplete%20SWP2-21-20.pdf>

⁸ <https://www.suffolkcountyny.gov/Portals/0/FormsDocs/Health/EnvironmentalQuality/ComprehensiveWaterResourceManagementPlan/Section%209%20Plan%20Implementation.pdf>

contributed to the 0-2 year groundwater contributing area for Moneybogue Bay will be effectively reduced to zero, thereby reducing TN loading to surface waters by 335.8 lbs/year.

4b. Describe plans for collecting and reporting on water quality over time.

The Village of Westhampton Beach, Stony Brook University School of Marine and Atmospheric Sciences, and other community partners routinely engage water quality monitoring efforts.

4c. Indicate useful life of proposed technology (must meet or exceed five years).

The useful life of the project meets or exceeds the CPF five-year requirement.

5. COST FACTORS

5a. Explain how you have confirmed that the proposed budget is reasonable, appropriate and necessary. If available, provide third party estimates or other documentation of how costs were determined.

Patio Condos has investigated construction costs, as shown in the attached cost estimates. No extraneous or unnecessary items are included. Items included in the grant request budget of \$180,245 are as follows:

- \$85,500. Allied All City – new sewer connections and grease trap
- \$17,550. Allied All City – pumping and abandonment of cesspools (13 cesspools at \$1,350 per pool)
- \$77,195 Pavemaster – surface restoration required following extensive sitework to abandon cesspools which are located under the parking area

We have retained the firm Nelson, Pope & Voorhis (NPV) to provide engineering services for this project. The firm's staff of Professional Engineers and technical experts are highly qualified and experienced in design and implementation of wastewater treatment systems. NPV is currently in the process of assembling a feasibility analysis and supporting regulatory submittals. They are in the process of preparing a feasibility analysis and site plan, which we will share with the Town once it is complete. We have made best efforts to substantiate this grant request with best available information at the current time.

5b. Describe any matching funds to be provided.

Patio Condos will support costs relating to the following aspects of the project. The value of these expenses is expected to be in excess of \$35,000 and are summarized as follows:

- Preliminary site investigation (completed by Allied All City) \$2,950
- Sewer investigation and feasibility analysis (in process by Nelson, Pope & Voorhis) \$3,500
- Sanitary system sampling (completed by Nelson, Pope & Voorhis) \$7,425
- Grant assistance (consulting and engineering expense) \$9,050
- Engineering expenses and fees to be paid to permitting agencies associated with required permits and approvals
- Treatment and/or removal of any contaminated soils and groundwater

- Legal counsel (provided in-kind by Gary Weber, President)
- Construction administration/inspection services

5c. Explain: i. Why project cannot proceed and intended benefits cannot be achieved without external funding. ii. if funds are awarded at a lower level than requested, or if there are cost overruns, explain how the project will proceed.

CPF support is critical in order for the project to move forward this year. By funding the improvements this year, the community will connect to the Village sewer system shortly expeditiously, allowing the Village and Town to realize intended benefits of the sewer system at the earliest possible opportunity.

Absent CPF funding, the project may be delayed until adequate funds can be identified. The community's only other financing option is to levy a significant assessment on condominium owners, which would present a serious financial hardship. As it currently stands, the Patio Condos receives maintenance fees totaling approximately \$127,000 annually, and this amount is entirely allocated for insurance, fuel and maintenance. In the face of inflation and escalating costs, maintenance fees were increased by 20% two years ago, and we will be hard pressed to introduce additional financial pressure on our residents who are already very sensitive to cost increases. No capital reserves are available.

6. MANAGEMENT, EXPERIENCE, ABILITY

6a. Describe applicant's experience in completing similar projects.

Gary Weber is the President of Patio Condos and has served in this role for more than 30 years. He is also a practicing attorney. He is experienced in managing capital improvement projects for the property, including a septic remediation effort completed five years ago that involved coordination with regulatory agencies and contractors. He will be the key contact for procurement and administrative tasks required to advance the project, including grant award administration.

NPV is supporting engineering and design for the project. Steven McGinn, CEI, is a Partner and Manager of the Phase I/II Assessments and Remediation Division at NPV's Long Island office, and has over 30 years of experience in the environmental field. He is supporting the permitting and regulatory compliance aspects of the project. Tom Lembo, PE, is an expert in water and wastewater engineering with 27 years of experience with in-depth knowledge of the intricacies of wastewater treatment, conveyance and disposal on Long Island. Tom provides implementation and management of both design and construction phases of sewage treatment plants, pump stations and force mains, and other systems.

6b. Describe community support or opposition to project. If there is opposition, explain how this is to be addressed.

The Patio Condo community understands and supports the need to advance this project.

6c. Describe any permits needed and time frame/status of approvals. If permits are approved, indicate same.

The following permits and approvals are required and are expected to be secured by the end of May, 2025, though this timeline is dependent on agency review timelines.

- Village of Westhampton Beach
- Suffolk County Department of Health Services (cesspool abandonment, sewer hookup, remediation)

7. MAINTENANCE, MONITORING, EVALUATION

Estimate ongoing maintenance costs and explain how these will be supported. Explain stewardship and monitoring activities planned for ensuring sustainability of the project.

All improvements will occur within the common areas of the property. As such, all ongoing maintenance will be managed by Patio Condo through maintenance fees paid by the owners.

8. DURATION OF PROJECT

8a. Provide a projected project timeline.

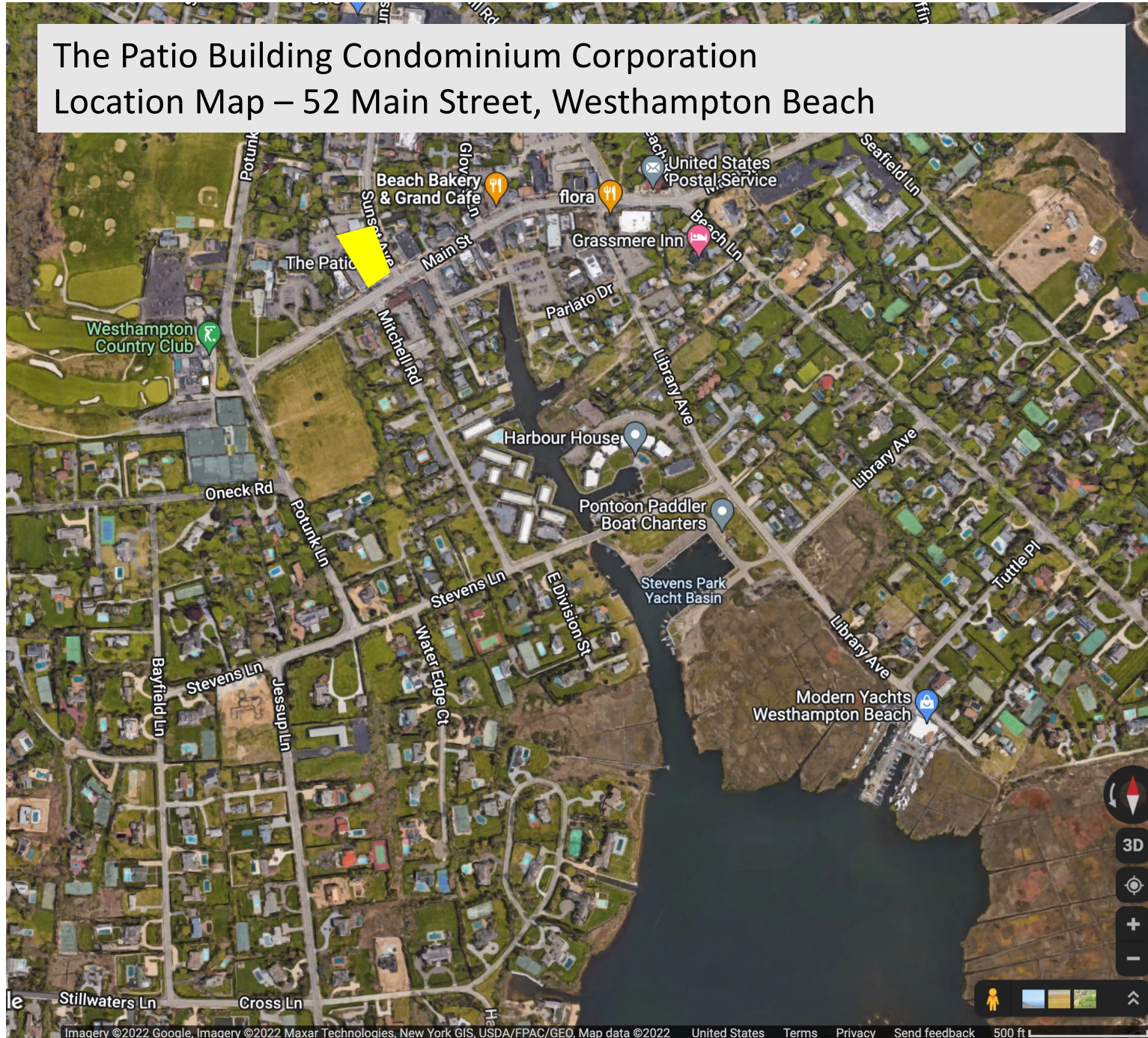
The Patio Condos has initiated design and permitting work. Next steps are anticipated to proceed as follows, subject to regulatory approvals and award of funds by the Town:

- May 31, 2025: Receive Approvals/Permits
- July 31, 2025: Contractor selection (from list of pre-approved vendors supplied by Suffolk County)
- September 2, 2025: Construction Start
- September 30, 2025: Construction Completion

8b. If project is multi-year or phased, provide a breakdown of budget and milestones for each year and phase.

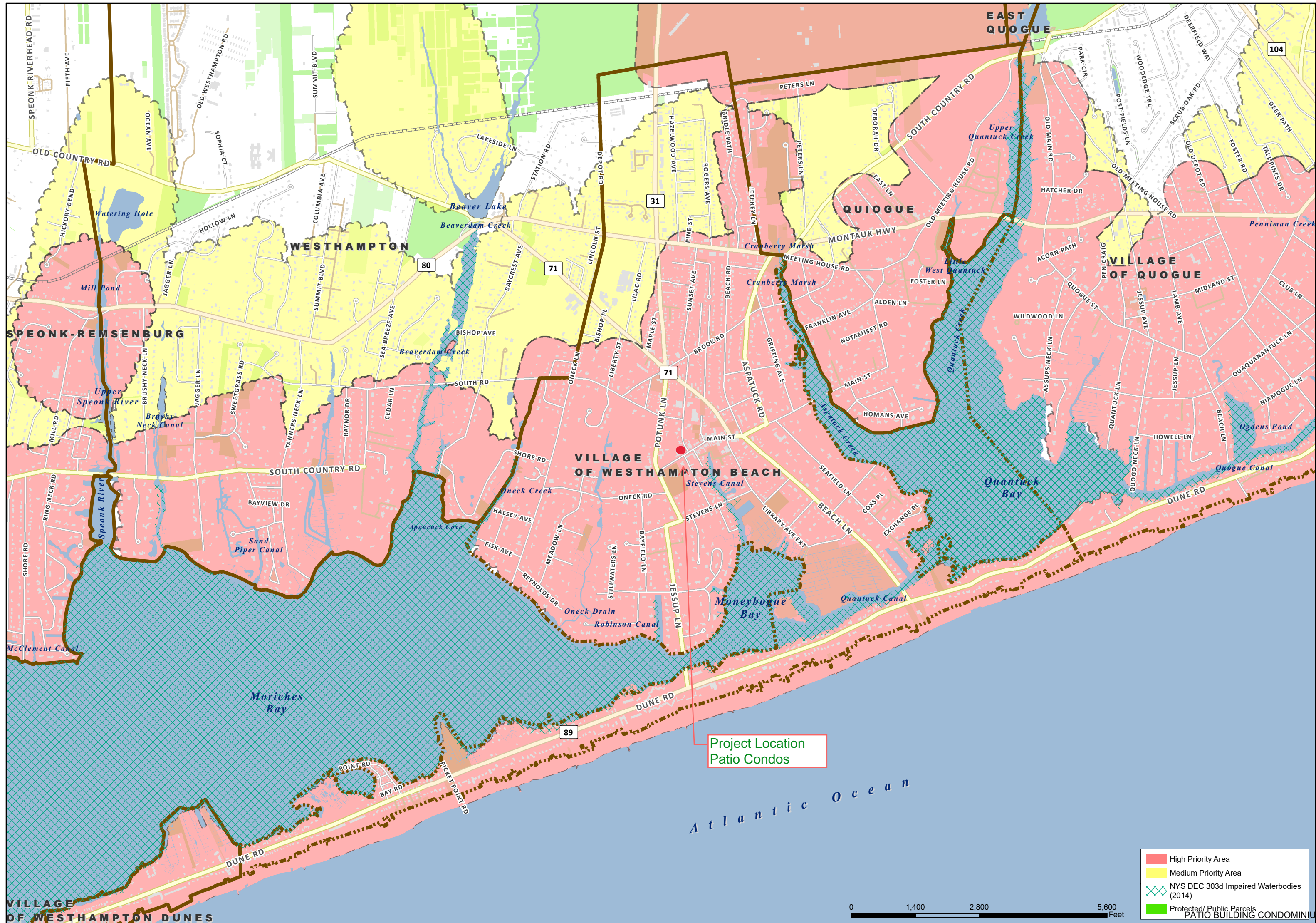
N/A

The Patio Building Condominium Corporation Location Map – 52 Main Street, Westhampton Beach



The Patio Building Condominium Corporation Existing Conditions





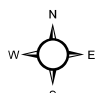
Project Location
Patio Condos

■	High Priority Area
■	Medium Priority Area
■	NYS DEC 303d Impaired Waterbodies (2014)
■	Protected/ Public Parcels



Town of Southampton CPF Water Quality Improvement Project Plan

VILLAGE OF WESTHAMPTON BEACH



Suffolk County Real Property Tax Service
COPYRIGHT 2016, COUNTY OF SUFFOLK, N.Y.
This property tax map parcel line work used with permission of
Suffolk County Real Property Tax Service Agency (R.P.T.S.A.)

Prepared By: The Town of Southampton Dept of Geographic Information Systems Date: 7/5/2016 - MAP ID: 2514

VILLAGE OF WESTHAMPTON DUNES

PATIO BUILDING CONDOMINIUM CORP 11

5 December 2024

Mr. Gary Webber
Patio Building Condos
PO Box 696
Westhampton Beach, NY 11978

Re: 52 Main Street, Westhampton Beach, NY
Sewer House Connection Design Services

Dear Mr. Webber:

We are pleased to be afforded the opportunity to present the following proposal containing the services noted in Exhibit A. The following proposal represents our understanding of the scope of work.

This proposal, consisting of Exhibit A "Scope of Services and Fees," Exhibit B "Time Rates Schedule" and Exhibit C "General Terms and Conditions", represents the entire understanding between you and N & P Engineering, Architecture & Land Surveying, PLLC (d/b/a Nelson & Pope) with respect to the project. Payment of fees for services rendered is not contingent upon receipt of approvals from regulatory agencies having jurisdiction. If this proposal, along with Attachments B and C, are acceptable, please sign and return to us.

A retainer in the amount of \$1,000.00 is due upon signing of the agreement. The retainer will be applied to the last invoice for all tasks listed below. Progress payments are due pursuant to Exhibit C. For invoices not paid within thirty (30) days, we reserve the right to defer or suspend work until such invoices are paid. Invoices not paid within seventy-five (75) days will automatically be adjusted to include interest commencing thirty (30) days from the due date of such invoices. If not received by Nelson & Pope as accepted, within forty-five (45) days of the date hereof, this proposal shall automatically expire.

The undersigned hereby acknowledges that they are authorized by the contracting organization and applicant to enter into this contract on their behalf and has the consent of the property owner to undertake the scope of work covered by this contract, including the filing of applications.

If you have any questions or would like to discuss the proposal, please do not hesitate to contact me.

Respectfully submitted,
N&P Engineering, Architecture & Land Surveying, PLLC



Thomas F. Lembo, PE
Senior Partner

P/File:

Enclosed: Exhibits A, B & C

Please indicate entity responsible for this contract and payment:

NAME OF ENTITY: PATIO BUILDING CONDOMINIUM
CORPORATION

ADDRESS: 52 Main Street

CITY/STATE/ZIP: P.O. Box 696
WESTHAMPTON BEACH New York
11978.

PHONES (OFFICE/CELL): 631-901-8589

EMAIL: weblaw113@aol.com

NAME OF INDIVIDUAL: Gary J. Weber

TITLE/CAPACITY: ATTORNEY

ACCEPTED AND APPROVED

BY: [Signature]
(Please sign and return one copy)

DATE: December
19, 2024



EXHIBIT A
SCOPE OF SERVICES & FEES
Patio Building Condos
Sewer Connection Services

1. **Sewer Connection Investigation** – Based upon client supplied information, N+P will perform a sewer connection feasibility analysis to evaluate connection of the above referenced parcel to SCSD #24 – Gabreski Airport. Based on discussions with your office and research of the Phase I Sewer Construction, we understand the sewer is located in the near (north side) of the building and that a house connection is available at that location. Using a survey provided by your office, N+P will perform the following to develop plans and applications for the sewer connection.
- N+P will perform a field investigation of both the sewer house connection and the current sanitary disposal system to establish grades and potential sampling points required by SCDHS OPC. N+P will request record information from the sewer district related to the sewer construction.
 - N+P will develop plans to detail the house connection construction.
 - N+P will prepare forms and applications required for the application and submit same after client review and acceptance of both the forms and plans.

N+P will coordinate comments, review and coordinate one (1) resubmission as part of this Task. Comments received after the initial set of comments will be billed at time rates in Exhibit B.

Not Included Permit and Application fees and any and all other services except those specifically mentioned above.

Fee: \$3,500.00
Lump Sum

2. **Meetings** – Prepare for and attend client authorized meetings.

Fee: Time Rates
Refer to Exhibit B



**EXHIBIT B – HOURLY RATE SCHEDULE for LONG ISLAND, NY
N & P Engineering, Architecture and Land Surveying, PLLC**

Time Rates* Fee Schedule for items previously listed as time rates and other services that may be required but are not included in this proposal:

	<u>Hourly Billing Rate</u>
Senior Partner	\$395
Partner	\$370
Senior Associate Partner	\$330
Associate Partner	\$310
Senior Associate	\$325
Associate	\$275
QA/QC Officer	\$325
Director of Construction Administration	\$275
Senior Project Manager	\$280
Project Manager	\$245
Assistant Project Manager	\$185
Senior Engineer	\$255
Senior Project Engineer	\$215
Project Engineer	\$195
Senior Engineering Technician	\$160
Engineer	\$155
Engineering Technician	\$140
Landscape Ecologist	\$125
Project Architect	\$300
Senior Project Manager - Architecture	\$270
Project Manager - Architecture	\$225
Assist Project Manager - Architecture	\$185
Job Captain	\$160
Architectural Designer	\$120
Junior Architectural Designer	\$100
Associate Surveyor	\$270
Senior Surveyor	\$210
Project Manager - Surveying	\$185
Assistant Project Manager - Surveying	\$155
Senior Survey Technician	\$145
Party Chief/CADD Draftsperson	\$140
Survey Technician	\$135
Senior Draftsperson	\$130
Draftsperson	\$115
Junior Engineer	\$100
Jr. Architectural Designer	\$100
Junior Survey Technician	\$100
Construction Inspector I	\$125
Construction Inspector II	\$145
Construction Inspector III	\$170
Construction Inspector IV	\$210
Construction Engineer	\$220
Senior Project Coordinator	\$155
Project Coordinator	\$120
Assistant Project Coordinator	\$105
IT Consultant	\$180
Director of Grants Management Services	\$160
Court Testimony	\$620
Field Survey Crew	
1-Person Crew-Suburban **	\$195
2-Person Crew-Suburban **	\$300

* **Time Rates** is defined as the time expended by employee to perform a given task as multiplied by the hourly billing rate assigned to such employee as stated in the Hourly Rate Schedule.

** **Field Crew Rate** applicable for all private boundary, topographical and select construction field surveying services in Nassau and Suffolk Counties. Rates applicable for Heavy Construction and Municipal surveying services will be furnished upon request (refer to Field Survey Note below).

Field Survey Note: Where a job site is represented by union workers the Survey Crew Rates, identified above, will be adjusted to reflect any applicable wage rates listed in the applicable NYS Labor Wage Rate Schedule depending on the specific projects, client, or task.

Revised 11/16/2023

EXHIBIT C

GENERAL TERMS AND CONDITIONS

N & P Engineering, Architecture and Land Surveying, PLLC

Page 1 of 5
01/01/2024

The following **General Terms and Conditions** are applicable to the Proposal and/or Agreement, all Exhibits and Amendments thereto for professional services between N & P Engineering, Architecture and Land Surveying, PLLC (collectively hereinafter "N+P" or "Nelson + Pope") and the Client, when attached to and made part of such Proposal and/or Agreement (collectively hereinafter the "Agreement") for the Project identified in the Scope of Services. The "Client" or "Applicant" is defined as the person or business entity signing the Agreement authorizing N+P to commence services.

N+P's Scope of Services applicable to this Agreement are set forth in Scope of Services and Fees Exhibit A-1 and included herein and made a part of this Agreement.

This Agreement supersedes all prior written proposals, other writings and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

1.0 FEES, INVOICES, REIMBURSABLE EXPENSES, ESCALATION OF FEES

1.1 Fees

1.1.1 N+P's fees for services performed under this Agreement are set forth in Exhibit A-1 and the Hourly Rate Schedule in Exhibit B both of which are included herein and made a part of this Agreement.

1.1.2 Unless otherwise provided, N+P's fees include only those revisions to N+P prepared plans and related documents resulting from the reviewing municipal entity's comments as they relate to the entity's applicable published standards and requirements.

1.1.3 The minimum time segment for charging of survey field work is four (4) hours and the minimum time segment for charging of all other work is one-half hour, unless otherwise modified or defined in Exhibit A-1. Where applicable, rental charges will be applied to the Project to cover the cost of instrumentation and/or technical equipment.

1.2 Invoices

1.2.1 N+P will submit invoices to the Client on N+P's standard invoice form, terms net thirty (30) days. Partially completed items of service for which a fee has been specified will be billed based upon percentage of completion as estimated by N+P. Otherwise, invoices will be based upon N+P's Hourly Rate Schedule in effect at the time services performed. Past due balances are subject to interest of one (1) percent per month, or the maximum permitted under state law, whichever is less.

1.2.2 If an invoice is not disputed by the Client within thirty (30) days of the date of invoice, the invoice shall be deemed as accepted by the Client and not subject to dispute.

1.2.3 The use of a credit card by the Client for any payment shall be subject to a 3.5% surcharge to cover the credit card processing fee.

1.2.4 N+P. After giving seven (7) days written notice, may suspend services under the Agreement until all past due accounts, including applicable interest, have been paid. In the event the Client fails to make full payment of any invoice in accordance with the Agreement, and, as such, the Project is liened and/or referred to an attorney or agency for collection, the Client agrees to pay N+P reasonable

collection and/or attorneys' fees equal to 25% of the total amount due at that time.

1.2.5 The Client acknowledges that the payment of invoices for N+P's rendered services is not contingent upon receipt of approvals from regulatory agencies having jurisdiction.

1.3 Reimbursable Expenses

Reimbursable expenses may be charged to the Client at cost plus 25%. Below, or as otherwise provided in this Agreement, are those items that shall constitute reimbursable expenses under this Agreement:

1.3.1 Reproduction of plans, specifications, and other documents, including documents necessary for submission to regulatory agencies and for coordination with the Client and any other Client consultant. Reproduction charges for documents reproduced by N+P in-house are: blackline (\$0.45/sf); translucent bond (\$0.70/sf); mylar (\$6.75/sf); presentation paper (\$3.35/sf); B&W- 8 1/2x11 (\$0.10/ea), 8 1/2x14 (\$0.15/ea), 11x17(\$0.30/ea); Color 8 1/2x11 (\$0.65/ea), 8 1/2x14 (\$1.25/ea), 11x17(\$2.00/ea), other size (\$2.00/sf); report binding (\$10.00/ea creation of portable document format (PDF) and emailing of documents. In-house document reproduction not subject to reimbursable markup. The cost of outside services for document reproduction will be billed as a reimbursable expense. In addition to the reproduction charges listed, all N+P labor associated with the document reproduction will be billed pursuant to the Hourly Rate Schedule in Exhibit B.

1.3.2 All processing fees, including but not limited to permit, application and filing fees advanced by N+P shall be the sole responsibility of the Client.

1.3.3 The cost of equipment rental including where applicable equipment operators, and subcontracted services, such as authorized photogrammetry, testing services, geotechnical services, laboratory services, archeological services, and other specialized services by consultants, excluding those services which are explicitly included in the Agreement.

1.3.4 Expenses for the specific benefit of the Client consisting of travel, incidental expenses, and expendable materials and supplies purchased specifically for the Project.

1.3.5 If the services covered by this Agreement are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the Project and are subject to reimbursement as provided herein.

1.3.6 Cost of delivery of documents to the Client, regulatory agencies, or to others designated by the Client will be billed at either in accordance with the Hourly Rate Schedule in Exhibit B, if performed by N+P staff, or as a reimbursable expense, if an outside service is used.

1.4 Escalation of Fees

1.4.1 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by the Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure (See 16.0) Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement.

1.4.2 N+P shall have the right to increase its compensation payable by the Client to N+P, if N+P is required to modify services, facilities or

EXHIBIT C
GENERAL TERMS AND CONDITIONS

equipment to comply with laws or regulations applicable to its services that become effective after execution of this Agreement, provided that N+P gives the Client thirty (30) days prior notice as to the cause for escalation and the additional amounts involved.

1.4.3 N+P may make an annual adjustment to its Hourly Rate Schedule and document reproduction fees. Services performed on an hourly cost basis will be invoiced in accordance with the Hourly Rate Schedule in effect at the time such services are performed.

2.0 INSURANCE

N+P will furnish the Client with certificates of insurance upon request. Premiums for insurance coverage in excess of the below coverages, when requested by the Client, will be charged to the Project and are subject to reimbursement.

N+P represents and warrants that it now has in full effect and will maintain the following insurances for the duration of the Project:

2.1 **Commercial General Liability Insurance** covering as insured N+P and as an additional insured the Client with the following limits of liability:

Personal Injury	\$1,000,000 for each occurrence
General Aggregate	\$2,000,000 in the aggregate
Excess Liability-Umbrella and	\$5,000,000 for each occurrence \$5,000,000 in the aggregate

2.2 **Workers' Compensation Insurance** securing compensation for the benefit of N+P's employees as required by the Workers' Compensation Law. Premiums for additional insurance coverage required for work on or near the waterfront will be charged to the Project and are subject to reimbursement.

2.3 **Comprehensive Automobile Liability Insurance** covering owned, non-owned, and hired vehicles will be provided upon request.

2.4 **Professional Liability Insurance** insuring against negligent acts, errors, and omissions, by N+P, in an amount of \$2,000,000 per claim with a \$4,000,000 aggregate.

3.0 CLIENT'S RESPONSIBILITIES

3.1 The Client shall promptly provide all criteria and full information as to the Client's requirements for the Project; designate in writing an individual or individuals authorized to act with authority on the Client's behalf for all aspects of the Project; examine and respond promptly to N+P's submissions, inquiries and questions; and give prompt written notice to N+P whenever the Client observes or otherwise becomes aware of any defect in the services of N+P or work provided by others that relates to or impacts N+P's services.

3.2 The Client acknowledges that if any person or entity other than its designated authorized individual or individuals directly requests the assistance of N+P on the Client's behalf it shall be assumed by N+P that authority was provided by the Client for the requested assistance.

3.3 By providing N+P with AutoCAD drawings or any other drawings, the Client is confirming that it has secured the permission and authorization of the preparing design professional and/or owner for N+P to utilize the electronic formatted files in the performance of its services pursuant to this Agreement.

3.4 The Client shall provide the right of entry for N+P personnel and equipment necessary to complete the services.

3.5 While N+P will take all reasonable precautions to minimize any damage to the Client's property, it is acknowledged by the Client that in the normal course of services some damage may occur, the correction of which is not part of this Agreement.

3.6 The Client shall be responsible for making payment of all fees and expenses in accordance with this Agreement. The failure to make any such payment shall constitute a material breach of this Agreement.

4.0 COMMENCEMENT AND COMPLETION OF SERVICES

4.1 N+P shall commence its services for the Project after receipt of a signed Agreement or Proposal which establishes the Agreement for N+P's Professional Services together with payment of any required retainers. Retainers will be applied to the final billing.

4.2 Agreements or Proposals that have been submitted but not signed shall be considered as being accepted if the Client verbally instructs N+P to proceed.

4.3 Should the performance or completion of the services by N+P hereunder be delayed due to changes, delays, acts or omissions, by the Client, its contractors, subcontractors, agents, or representatives, then the time for performance or completion by N+P hereunder shall be extended for the period of such delays.

5.0 CHANGED CONDITIONS

Certain conditions may arise during the performance of our services which may differ significantly from those assumed to exist when the Scope of Services was prepared. If, in the reasonable professional opinion of N+P, and consistent with the Standard of Care (as defined herein), the Agreement is no longer adequate considering occurrences or discoveries that were not originally contemplated by or known to N+P, N+P reserves the right to renegotiate the Agreement by first identifying the Changed Condition and informing the Client.

The Client and N+P shall promptly and in good faith enter into renegotiation of the Agreement to assist N+P to meet the Client's requirements. If renegotiated terms cannot be agreed to, the Client agrees that N+P has an absolute right to terminate this Agreement.

6.0 STANDARDS OF PRACTICE

6.1 The Client acknowledges that N+P's services shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the respective profession currently practicing under similar conditions at the same time and in the same locality ("Standard of Care").

6.2 N+P shall endeavor to perform its services as expeditious as is consistent with care, skill, and orderly progress of the Project. Notwithstanding, such performance is contingent upon the Client's and its representatives' prompt responses to inquiries, the dissemination of material information related to N+P's services, and the issuance of timely decisions.

6.3 N+P's services shall incorporate those publicly announced federal, state, and local laws, rules, regulations, codes, and standards that are applicable at the time N+P rendered their services. In the event of a change in a law, rule, regulation, code, standard, or similar document N+P shall assess its impact. If, in N+P's reasonable professional opinion consistent with the Standard of Care, the impact is such to significantly affect N+P's fees, costs, or anticipated completion date, a Changed Condition shall be deemed to exist and

EXHIBIT C
GENERAL TERMS AND CONDITIONS

shall be dealt with pursuant to Section 5. In any event, the Client waives any claim against N+P, and agrees to indemnify and hold N+P harmless from any claim or liability for injury or loss allegedly arising from N+P's failure to abide by federal, state and local laws, rules, regulations, codes, and standards that were not in effect or publicly announced at the time when N+P otherwise would have incorporated their intent into the services. The Client further agrees to compensate N+P for time expended in defending any such claim, and for expenses, costs, and reasonable attorneys' fees incurred by N+P. N+P's compensation for time expended shall be in accordance with its then prevailing hourly rate schedule and payment of expenses and costs shall be in accordance with its then prevailing expense reimbursement policy.

6.4 NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE. Notwithstanding any clause in this Agreement to the contrary, N+P expressly disclaims all express or implied warranties and guarantees, including any warranty of fitness for purpose or merchantability with respect to the performance of professional services.

6.5 If a situation emerges that causes N+P to believe compliance with the Client's request could result in N+P violating an applicable provision or aspect of professional standards or ethics, laws, or regulations, N+P shall so advise the Client. The Client and N+P shall immediately enter discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminate this Agreement in accordance with termination provisions stated herein.

6.6 The Client recognizes that changing weather and climatic conditions, including but not limited to changing rainfall events or patterns and coastal sea rise, may occur at any time which N+P has no control over. The Client agrees that N+P shall not be liable in any manner for any impact or effect that changing weather and climatic conditions may have on N+P's designs and/or plans.

6.7 The Consultant makes no representation or warranties that the Project will achieve any LEED certification level or accreditation or impact the future performance or operating costs associated with the Project.

6.8 N+P shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

7.0 OWNERSHIP OF DOCUMENTS

7.1 All reports, studies, plans and specifications, surveys, logs, field data, field notes, laboratory test data, calculations, estimates, and other documents, including but not limited to electronic documents, prepared by or furnished by N+P pursuant to this Agreement are instruments of N+P's professional services ("Instruments of Service"). N+P shall retain all common law, statutory, and other reserved rights, including copyrights, and generally asserts N+P's moral rights to be identified as the author of such Instruments of Service. Submission or distribution of the Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of reserved rights of N+P. N+P grants the Client a non-exclusive license to utilize its Instruments of Service for the purpose of constructing, using, maintaining, and altering the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due under this Agreement. The non-exclusive license granted under this section permits the Client to authorize its consultants and contractors to reproduce applicable portions of

the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The non-exclusive license granted in this section shall expire upon termination of this Agreement for any reason whatsoever.

7.2 No other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of N+P. Any unauthorized use or modification of the Instruments of Service shall be at the Client's sole risk and the Client agrees to fully indemnify and hold N+P harmless from all claims, damages, costs or expenses, including but not limited to all reasonable attorneys' fees arising out of such unauthorized use or modification by the Client or by others acting through or on behalf of the Client and without liability to N+P.

7.3 The Client agrees that all reports and other Instruments of Service furnished to the Client or his agents, which are not paid for, shall be returned upon demand, and shall not be used for any purpose whatsoever.

8.0 DEFECTS IN SERVICES

The Client and its personnel, representatives, contractors, and subcontractors shall promptly report in writing to N+P any defects or suspected defects in N+P's work or services, in order that N+P may take prompt, effective measures which in N+P's professional opinion consistent with the Standard of Care, will minimize the consequences of a defect in services.

9.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 N+P, subject to the limitation in 9.3 herein, agrees to the fullest extent permitted by law, to hold the Client, its officers, directors, partners, members, employees, and representatives harmless from and against all claims, suits, damages, losses, judgments, liabilities, actions, costs, or expenses (including reasonable attorneys' fees) to the extent caused by the negligent professional acts, errors, or omissions of N+P in the performance of the services under this Agreement.

9.2 To the fullest extent permitted by law, the Client shall indemnify and hold N+P, its officers, directors, partners, members, subconsultants, employees, and representatives harmless from any claims, suits, damages, losses, judgments, liabilities, actions, legal or administrative proceedings, costs, or expenses, and reasonable attorneys' fees for injuries or damages (including economic losses) to the extent caused by the negligent acts, errors or omissions of the Client (or for its officers, employees, representatives and/or agents, independent contractors or consultants, other than N+P). This clause shall not have the effect of extending the time within which a claim by the Client must otherwise commence under the applicable statutes of limitations or repose.

9.3 N+P shall not be responsible for the acts, errors, or omissions of the Client, the Contractor or any third parties in connection with or arising out of the Project. The Client hereby agrees to indemnify and hold N+P, its officers, directors, partners, members, subconsultants, employees, and representatives harmless from and against all claims, suits, damages, losses, judgments, liabilities, actions, legal or administrative proceedings, costs or expenses (including reasonable attorneys' fees) incurred by N+P which arise out of the foregoing, including but not limited to the Client's failure to carry out recommended corrective actions. Expenses shall also include, but not be limited to time charges by N+P's partners and employees at N+P's then Hourly Rate Schedule.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

9.4 The Client agrees, to the fullest extent permitted by law, to limit the liability of N+P to the Client, and to all construction contractors and subcontractors, for any and all claims, suits, losses, judgments, liabilities, actions, legal or administrative proceedings, costs or expenses (including reasonable attorneys' fees), damages of any nature whatsoever, and claims and expenses from any and all cause or causes arising out of, resulting from or in any way related to the negligent acts, errors, or omissions of N+P and its subconsultants, so that the total aggregate of liability of N+P shall not exceed the fee earned by, or paid to N+P (whichever is less). It is intended that this limitation applies to any and all liability or cause of action described herein, regardless of the legal theory alleged unless otherwise prohibited by law. The Client agrees that N+P's liability to the Client and to all construction contractors and subcontractors on the Project, to the extent caused by N+P's professional negligent acts, errors, omissions, or alleged breach of contract shall not exceed N+P's total fee for services rendered on the Project.

9.5 The Client shall make no claim for professional negligent acts, errors, omissions, or alleged breach of contract either directly or in a third-party claim, against N+P unless the Client has first provided N+P with a written certification executed by an independent design professional currently practicing in the same discipline as N+P and licensed in the state in which the Project for which N+P's services were rendered is located. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to N+P not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

9.6 The Client shall make no claim for breach of contract, misrepresentation, negligent misrepresentation or fraud arising out of any statement, representation, or omission by N+P in any certification or report required under the Martin Act (General Business Law §§ 352,353), or the regulations enacted thereunder, in connection with any project for which the plans and specifications were approved by the Client and/or the municipality with jurisdiction over said plans or specifications prior to the issuance of said report or certification, arising out of any design element, error, or omission known to or disclosed to the Client and/or said municipality prior to the time of said approval, and the Client shall indemnify, defend and hold N+P harmless from and against any such claim made by any homeowners association or unit owner claiming to have relied upon any such certification or report.

9.7 The Client recognizes that topographical mapping prepared from aerial photography is subject to an inherent margin of error. The Client agrees that N+P shall not be liable for any site work changes due to differences between actual site conditions and conditions depicted on topographic mapping from aerial photography used to prepare plans for the Project.

9.8 N+P has no control over, charge of, or responsibility for construction. The Client (owner) shall retain a qualified contractor(s), licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work"). The Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, site safety, and security. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client, N+P, N+P's

subconsultants, employees, and representatives harmless from and against all claims, damages, losses, costs, or expenses (including but not limited to reasonable attorneys' fees), arising out of, or resulting from performance of the Work. Contractor shall provide insurance and name the Client, N+P, and N+P's subconsultants as additional insureds on Contractor's Commercial General Liability insurance policies.

9.9 **Waiver of Consequential Damages.** N+P and the Client waive any and all special, punitive, and indirect or direct consequential damages for claims, disputes, and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

10.0 DISPUTES

10.1 **Mediation.** Any dispute or claim arising between the Client and N+P in connection with this Agreement shall be submitted by either party, as a condition precedent, to Mediation for resolution in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless otherwise mutually agreed upon by the parties. The parties shall share the mediator's fee and any filing fee equally. The Mediation shall take place in Suffolk County, New York.

All offers, promises, conduct and statements, whether oral or written, made during the course of Mediation by any of the parties, their agents, employees, experts, and attorney, or by the mediator shall be confidential and privileged.

10.2 In the event Mediation does not result in a resolution of the dispute or claim between the Client and N+P, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction located in Suffolk County, New York.

10.3 The Client recognizes N+P's right not to release documents until the Client has made the account receivables current, excluding only any billed fees in good faith dispute, providing the Client has notified N+P in writing within thirty (30) days of the invoice date identifying the portion of the fees in dispute and the reason for the dispute. All undisputed fees on the disputed invoice shall be paid in accordance with these terms.

11.0 TERMINATION

11.1 This Agreement may be terminated by either party upon ten (10) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, N+P shall be paid for services performed prior to and including the termination notice date plus reasonable termination expenses.

11.2 This Agreement may be terminated by N+P, pursuant to Section 5 and 6.5 hereof, upon ten (10) calendar days written notice.

11.3 In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by this Agreement, N+P may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of N+P in completing such analyses and reports. A final invoice will be calculated on the first or fifteenth of the month

EXHIBIT C GENERAL TERMS AND CONDITIONS

(whichever comes first) following the end of the cancellation period (the effective date of cancellation).

11.3.1 Where the method of contract payment is lump sum, the final invoices will be based on the percentage of work completed to the effective date of cancellation, plus three (3%) percent of the billings to such date as a closeout cost.

11.3.2 Where the method of contract payment is based on time and materials, the final invoice will include all services and direct expenses associated with the Project up to the effective date of cancellation, plus three (3%) percent of the billings to such date as a closeout cost.

11.3.3 Where the method of contract payment is cost plus a fixed fee, the final invoice will include all costs to date of termination and a pro-rata share of the fixed fee plus three (3%) percent of the billings to such date as a closeout cost.

11.3.4 The closeout cost referred to in 12.3.1, 12.3.2 and 12.3.3 herein is not to be considered as a penalty but represents an allowance for demobilization of personnel, equipment, and costs not available on short notice.

12.0 GOVERNING LAW

The laws of the state in which the office of N+P, performing the services under this Agreement, is domiciled will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement, without reference to its choice of law principles.

13.0 PUBLICITY/CONFIDENTIALITY

13.1 N+P and its subconsultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional practices through advertising, public relations, brochures, or other marketing material.

13.2 If the Client or N+P receives information specifically designated by the other party as "confidential" or "business proprietary", the receiving party shall keep such information strictly confidential, and shall not disclose it to any other person except to its employees, attorneys, accountants, or those who need to know the content of such information so that either party may fulfill its obligations under this Agreement.

14.0 ASSIGNS

The Client may not delegate, assign, sublet, or transfer the Client's duties, obligations, or interest in this Agreement without the written consent of N+P.

15.0 INUREMENT/THIRD PARTIES

This Agreement inures to the benefit and binds N+P and the Client and their respective successors and permitted assigns. This Agreement shall not create any rights in any person or entity other than N+P and the Client, and no other person or entity is intended to be a third-party beneficiary to this Agreement.

16.0 FORCE MAJEURE

Notwithstanding any provision herein to the contrary, neither N+P nor the Client shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement and/or any proposal between the parties where such delay or failure is caused by an unforeseen force majeure event, including, but not limited to: fire, flood, water, the elements, explosions, acts of God, war, accidents, pandemic, COVID-19, orders of a government agency, failure of a regulatory entity to act in a timely or expected manner, failure by either party to furnish information or act in a timely or

expected manner, or other unexpected or unforeseen cause beyond the reasonable control of the party delayed or prevented from performing (a "Force Majeure Event"). Notwithstanding this provision, each party shall take all commercially reasonable steps to avoid, alleviate or mitigate the impact of any force majeure event. If and to the extent that a party's performance is prevented or delayed by a Force Majeure Event, then the affected performance will be excused for so long as the Force Majeure Event continues to prevent or delay performance and the party continues efforts to recommence performance to the extent possible without delay. The affected party will promptly notify the other party in writing, describing the Force Majeure Event in reasonable detail. If any Force Majeure Event delays performance of N+P's services for more than ninety (90) days, either party may terminate this Agreement as of a date specified by the party in a termination notice to the other party, unless otherwise agreed upon in writing by the parties.

17.0 ENFORCEMENT AND SEVERABILITY

If any provision of this Agreement is invalid or unenforceable as against any person, party, or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby.

18.0 STRICT ADHERENCE

The failure of any party to this Agreement to insist upon strict adherence to any term or condition of this Agreement will not be considered a waiver of any right arising thereunder or deprive that party of the right thereof to insist upon strict adherence to that term or any other term under this Agreement.



NELSON POPE VOORHIS

environmental • land use • planning

December 6, 2024

Gray Weber
Patio Building Condos
PO Box 696
Westhampton Beach, New York 11978

Re: **Sanitary System Structure Sampling**
52 Main Street, Westhampton Beach

Dear Mr. Webber:

We are pleased to be afforded the opportunity to present this proposal to complete the requested Suffolk County Department of Health Services (SCDHS) sanitary system structures abandonment sampling. This document represents our understanding of the required scope of work. Completion of the requested sampling will be accomplished in 2 weeks after authorization to proceed.

FEE SUMMARY

1. Sanitary System Structure Sampling

Fee: \$7,425.00

This proposal, consisting of Exhibits A "Scope of Services", Exhibit B "Rate Schedule", Exhibit C "General Terms and Conditions" and Exhibit D "Specific Terms and Conditions", represents the entire understanding between you and us with respect to the project. If this proposal, along with Exhibits A, B, C & D are acceptable, please sign and return to my attention with a retainer of **\$3,700.00**. The Rate Schedule (Exhibit B) identifies the hourly fee schedule for any additional work that may be required but would not apply to the flat fee for services noted above.

The undersigned hereby acknowledges that they are authorized by the contracting organization and applicant to enter into this contract on their behalf and has consent of the property owner to undertake the scope of work covered by this contract, including the filing of applications.

If you have any questions or would like to discuss the proposal, please do not hesitate to contact me.

Respectfully submitted,
NELSON, POPE & VOORHIS, LLC

Steven J. McGinn
Partner/Division Manager

PROPOSAL ACCEPTANCE AND APPROVAL

Please provide the following information to facilitate project coordination and file set up.

INDIVIDUAL OR ENTITY RESPONSIBLE FOR THIS CONTRACT AND PAYMENT:

CLIENT NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE (OFFICE):

EMAIL:

The Patio Building
Condominium Corporation
P.O. Box 696
Westhampton Beach, New York 11978

631-901-8589

weblew113@gmail.com

CLIENT'S CONTACT INFORMATION*:

NAME and TITLE:

RELATIONSHIP TO CLIENT:

PHONE:

EMAIL:

Gary J. Weber

PRESIDENT

631-901-8589 (OFFICE) 631-905-5102 (CELL)

weblew113@gmail.com

**The individual or individuals identified above are authorized to act on the client's behalf. Should there be a change to the client's authorized representative(s) and/or additional authorized representatives be added, the client shall immediately notify N+P of the change.*

ACCEPTANCE AND APPROVAL:

By signing below, I acknowledge that I am an authorized representative of the entity listed above and that my signature below indicates acceptance and approval of the proposal including the Cover Letter and Exhibits A, B, & C. In addition, I am confirming the address and contact information provided is correct.

M. S. Well
Signature

DATE: January 21, 2005

Gary J. Weber
Printed Name and Title
PRESIDENT

UPON SIGNING, KINDLY RETURN ONE COPY INCLUDING COVER LETTER AND ALL EXHIBITS (A, B, & C)

EXHIBIT A
SCOPE OF SERVICES

1) Sanitary System Structure Sampling

- a) Utilize a stainless-steel hand auger to collect soil samples from eleven (11) on-site sanitary system structures located on the subject property.
- b) Analyze eleven (11) soil samples based on Suffolk County Department of Health Services (SCDHS) SOP 9-95 parameters for volatile and semi-volatile organic compounds and metals.
- c) Reporting and Personnel - Personnel necessary for supervision, data collection and data interpretation will be provided. A detailed Subsurface Investigation report will be prepared outlining sample depths, methods, protocol, decontamination, QA/QC, chain of custody, analytical results, comparison to applicable standards, conclusions and recommendations.

Fee: The fees for these options are itemized in the tables below.

Task	Description	Unit Cost	No. of Units	Cost
a)	Hand Auger Sampling	\$125/hour	12	\$1,500.00
b)	Soil Sample Analysis (SOP 9-95)	\$425/sample	11	\$4,675.00
c)	Report Preparation	\$1,250/report	1	\$1,250.00
Total				\$7,425.00

Please note: This table is for estimate purposes only. Actual costs to be based on number of units times unit costs.

**EXHIBIT B
HOURLY RATE SCHEDULE
NELSON, POPE & VOORHIS, LLC**

Time Rates* Fee Schedule for items previously listed as time rates and other services that may be required but are not included in this proposal:

Principal	\$320.00
Principal Landscape Ecologist	\$320.00
NPV Senior Partner	\$300.00
Partner/Division Manager	\$295.00
Partner/Principal Planner	\$280.00
Senior Associate NPV	\$260.00
Principal Planner	\$225.00
Construction Engineer	\$220.00
Project Manager/Sr. Environmental Planner	\$220.00
Project Manager/Sr. Environmental Scientist	\$220.00
Principal Environmental Planner	\$215.00
Transportation Planner	\$210.00
Project Manager/Hydrogeologist	\$200.00
Senior Environmental Scientist	\$175.00
Senior Landscape Ecologist	\$175.00
Senior Planner	\$170.00
Senior Environmental Planner	\$180.00
Senior Environmental Planner II	\$160.00
Senior Environmental Planner III	\$150.00
Director of Grants Management Services	\$160.00
Environmental Planner	\$150.00
Environmental Planner II	\$145.00
Environmental Planner III	\$135.00
Economic Analyst/Planner	\$150.00
Environmental Engineer	\$135.00
Planner	\$125.00
Landscape Ecologist/Asst Project Manager	\$130.00
Assistant Landscape Ecologist	\$110.00
Assistant Landscape Ecologist II	\$100.00
Environmental Analyst	\$125.00
Environmental Analyst II	\$ 95.00
Planning Analyst	\$105.00
Environmental Scientist III	\$120.00
Environmental Scientist II	\$105.00
Environmental Scientist	\$100.00
Environmental Scientist/Geologist	\$100.00
Environmental Technician	\$ 70.00
Field Technician	\$ 90.00
Project Coordinator	\$120.00
Assistant Project Coordinator	\$ 95.00
Junior Landscape Ecologist	\$ 80.00
Planning Technician	\$ 70.00
Court Testimony	\$480.00

* **Time Rates** is defined as the time expended by employee to perform a given task as multiplied by the hourly billing rate assigned to such employee as stated in the Hourly Rate Schedule.



EXHIBIT C
GENERAL TERMS AND CONDITIONS
Nelson, Pope & Voorhis, LLC

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The following General Terms and Conditions are applicable to the Proposal and/or Agreement, all Exhibits and Amendments thereto for professional services between Nelson, Pope & Voorhis, LLC (collectively hereinafter "NPV" or "Nelson Pope Voorhis") and the Client, when attached to and made part of such Proposal and/or Agreement (collectively hereinafter the "Agreement") for the Project identified in the Scope of Services. The "Client" or "Applicant" is defined as the person or business entity signing the Agreement authorizing NPV to commence services.

NPV's Scope of Services applicable to this Agreement are set forth in Scope of Services and Fees Exhibit A-1 and included herein and made a part of this Agreement.

This Agreement supersedes all prior written proposals, other writings and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

1.0 FEES, INVOICES, REIMBURSABLE EXPENSES, ESCALATION OF FEES

1.1 Fees

1.1.1 NPV's fees for services performed under this Agreement are set forth in Exhibit A-1 and the Hourly Rate Schedule in Exhibit B both of which are included herein and made a part of this Agreement.

1.1.2 Unless otherwise provided, NPV's fees include only those revisions to NPV prepared plans and related documents resulting from the reviewing municipal entity's comments as they relate to the entity's applicable published standards and requirements.

1.1.3 The minimum time segment for charging of survey field work is four (4) hours and the minimum time segment for charging of all other work is one-half hour, unless otherwise modified or defined in Exhibit A-1. Where applicable, rental charges will be applied to the Project to cover the cost of instrumentation and/or technical equipment.

1.2 Invoices

1.2.1 NPV will submit invoices to the Client on NPV's standard invoice form, terms net thirty (30) days. Partially completed items of service for which a fee has been specified will be billed based upon percentage of completion as estimated by NPV. Otherwise, invoices will be based upon NPV's Hourly Rate Schedule in effect at the time services performed. Past due balances are subject to interest of one (1) percent per month, or the maximum permitted under state law, whichever is less.

1.2.2 If an invoice is not disputed by the Client within thirty (30) days of the date of invoice, the invoice shall be deemed as accepted by the Client and not subject to dispute.

1.2.3 The use of a credit card by the Client for any payment shall be subject to a 3.5% surcharge to cover the credit card processing fee.

1.2.4 NPV, after giving seven (7) days written notice, may suspend services under the Agreement until all past due accounts, including applicable interest, have been paid. In the event the Client fails to make full payment of any invoice in accordance with the Agreement, and, as such, the Project is liened and/or referred to an attorney or agency for collection, the Client agrees to pay NPV reasonable

collection and/or attorneys' fees equal to 25% of the total amount due at that time.

1.2.5 The Client acknowledges that the payment of invoices for NPV's rendered services is not contingent upon receipt of approvals from regulatory agencies having jurisdiction.

1.3 Reimbursable Expenses

Reimbursable expenses may be charged to the Client at cost plus 25%. Below, or as otherwise provided in this Agreement, are those items that shall constitute reimbursable expenses under this Agreement:

1.3.1 Reproduction of plans, specifications, and other documents, including documents necessary for submission to regulatory agencies and for coordination with the Client and any other Client consultant. Reproduction charges for documents reproduced by NPV in-house are: blackline (\$0.45/sf); translucent bond (\$0.70/sf); mylar (\$6.75/sf); presentation paper (\$3.35/sf); B&W- 8 1/2x11 (\$0.10/ea), 8 1/2x14 (\$0.15/ea), 11x17(\$0.30/ea); Color 8 1/2x11 (\$0.65/ea), 8 1/2x14 (\$1.25/ea), 11x17(\$2.00/ea), other size (\$2.00/sf); report binding (\$10.00/ea creation of portable document format (PDF) and emailing of documents. In-house document reproduction not subject to reimbursable markup. The cost of outside services for document reproduction will be billed as a reimbursable expense. In addition to the reproduction charges listed, all NPV labor associated with the document reproduction will be billed pursuant to the Hourly Rate Schedule in Exhibit B.

1.3.2 All processing fees, including but not limited to permit, application and filing fees advanced by NPV shall be the sole responsibility of the Client.

1.3.3 The cost of equipment rental including where applicable equipment operators, and subcontracted services, such as authorized photogrammetry, testing services, geotechnical services, laboratory services, archeological services, and other specialized services by consultants, excluding those services which are explicitly included in the Agreement.

1.3.4 Expenses for the specific benefit of the Client consisting of travel, incidental expenses, and expendable materials and supplies purchased specifically for the Project.

1.3.5 If the services covered by this Agreement are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the Project and are subject to reimbursement as provided herein.

1.3.6 Cost of delivery of documents to the Client, regulatory agencies, or to others designated by the Client will be billed at either in accordance with the Hourly Rate Schedule in Exhibit B, if performed by NPV staff, or as a reimbursable expense, if an outside service is used.

1.4 Escalation of Fees

1.4.1 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by the Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure (See 16.0) Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement.

1.4.2 NPV shall have the right to increase its compensation payable by the Client to NPV, if NPV is required to modify services, facilities

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

or equipment to comply with laws or regulations applicable to its services that become effective after execution of this Agreement, provided that NPV gives the Client thirty (30) days prior notice as to the cause for escalation and the additional amounts involved.

1.4.3 NPV may make an annual adjustment to its Hourly Rate Schedule and document reproduction fees. Services performed on an hourly cost basis will be invoiced in accordance with the Hourly Rate Schedule in effect at the time such services are performed.

2.0 INSURANCE

NPV will furnish the Client with certificates of insurance upon request. Premiums for insurance coverage in excess of the below coverages, when requested by the Client, will be charged to the Project and are subject to reimbursement.

NPV represents and warrants that it now has in full effect and will maintain the following insurances for the duration of the Project:

2.1 **Commercial General Liability Insurance** covering as insured NPV and as an additional insured the Client with the following limits of liability:

Personal Injury	\$1,000,000 for each occurrence
General Aggregate	\$2,000,000 in the aggregate
Excess Liability-Umbrella and	\$5,000,000 for each occurrence \$5,000,000 in the aggregate

2.2 **Workers' Compensation Insurance** securing compensation for the benefit of NPV's employees as required by the Workers' Compensation Law. Premiums for additional insurance coverage required for work on or near the waterfront will be charged to the Project and are subject to reimbursement.

2.3 **Comprehensive Automobile Liability Insurance** covering owned, non-owned, and hired vehicles will be provided upon request.

2.4 **Professional Liability Insurance** insuring against negligent acts, errors, and omissions, by NPV, in an amount of \$2,000,000 per claim with a \$4,000,000 aggregate.

3.0 CLIENT'S RESPONSIBILITIES

3.1 The Client shall promptly provide all criteria and full information as to the Client's requirements for the Project; designate in writing an individual or individuals authorized to act with authority on the Client's behalf for all aspects of the Project; examine and respond promptly to NPV's submissions, inquiries and questions; and give prompt written notice to NPV whenever the Client observes or otherwise becomes aware of any defect in the services of NPV or work provided by others that relates to or impacts NPV's services.

3.2 The Client acknowledges that if any person or entity other than its designated authorized individual or individuals directly requests the assistance of NPV on the Client's behalf it shall be assumed by NPV that authority was provided by the Client for the requested assistance.

3.3 By providing NPV with AutoCAD drawings or any other drawings, the Client is confirming that it has secured the permission and authorization of the preparing design professional and/or owner for NPV to utilize the electronic formatted files in the performance of its services pursuant to this Agreement.

3.4 The Client shall provide the right of entry for NPV personnel and equipment necessary to complete the services.

3.5 While NPV will take all reasonable precautions to minimize any damage to the Client's property, it is acknowledged by the Client that in the normal course of services some damage may occur, the correction of which is not part of this Agreement.

3.6 The Client shall be responsible for making payment of all fees and expenses in accordance with this Agreement. The failure to make any such payment shall constitute a material breach of this Agreement.

4.0 COMMENCEMENT AND COMPLETION OF SERVICES

4.1 NPV shall commence its services for the Project after receipt of a signed Agreement or Proposal which establishes the Agreement for NPV's Professional Services together with payment of any required retainers. Retainers will be applied to the final billing.

4.2 Agreements or Proposals that have been submitted but not signed shall be considered as being accepted if the Client verbally instructs NPV to proceed.

4.3 Should the performance or completion of the services by NPV hereunder be delayed due to changes, delays, acts or omissions, by the Client, its contractors, subcontractors, agents, or representatives, then the time for performance or completion by NPV hereunder shall be extended for the period of such delays.

5.0 CHANGED CONDITIONS

Certain conditions may arise during the performance of our services which may differ significantly from those assumed to exist when the Scope of Services was prepared. If, in the reasonable professional opinion of NPV, and consistent with the Standard of Care (as defined herein), the Agreement is no longer adequate considering occurrences or discoveries that were not originally contemplated by or known to NPV, NPV reserves the right to renegotiate the Agreement by first identifying the Changed Condition and informing the Client.

The Client and NPV shall promptly and in good faith enter into renegotiation of the Agreement to assist NPV to meet the Client's requirements. If renegotiated terms cannot be agreed to, the Client agrees that NPV has an absolute right to terminate this Agreement.

6.0 STANDARDS OF PRACTICE

6.1 The Client acknowledges that NPV's services shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the respective profession currently practicing under similar conditions at the same time and in the same locality ("Standard of Care").

6.2 NPV shall endeavor to perform its services as expeditious as is consistent with care, skill, and orderly progress of the Project. Notwithstanding, such performance is contingent upon the Client's and its representatives' prompt responses to inquiries, the dissemination of material information related to NPV's services, and the issuance of timely decisions.

6.3 NPV's services shall incorporate those publicly announced federal, state, and local laws, rules, regulations, codes, and standards that are applicable at the time NPV rendered their services. In the event of a change in a law, rule, regulation, code, standard, or similar document NPV shall assess its impact. If, in NPV's reasonable professional opinion consistent with the Standard of Care, the impact is such to significantly affect NPV's fees, costs, or anticipated completion date, a Changed Condition shall be deemed to exist and

EXHIBIT C GENERAL TERMS AND CONDITIONS

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shall be dealt with pursuant to Section 5. In any event, the Client waives any claim against NPV, and agrees to indemnify and hold NPV harmless from any claim or liability for injury or loss allegedly arising from NPV's failure to abide by federal, state and local laws, rules, regulations, codes, and standards that were not in effect or publicly announced at the time when NPV otherwise would have incorporated their intent into the services. The Client further agrees to compensate NPV for time expended in defending any such claim, and for expenses, costs, and reasonable attorneys' fees incurred by NPV. NPV's compensation for time expended shall be in accordance with its then prevailing hourly rate schedule and payment of expenses and costs shall be in accordance with its then prevailing expense reimbursement policy.

6.4 NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE. Notwithstanding any clause in this Agreement to the contrary, NPV expressly disclaims all express or implied warranties and guarantees, including any warranty of fitness for purpose or merchantability with respect to the performance of professional services.

6.5 If a situation emerges that causes NPV to believe compliance with the Client's request could result in NPV violating an applicable provision or aspect of professional standards or ethics, laws, or regulations, NPV shall so advise the Client. The Client and NPV shall immediately enter discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminate this Agreement in accordance with termination provisions stated herein.

6.6 The Client recognizes that changing weather and climatic conditions, including but not limited to changing rainfall events or patterns and coastal sea rise, may occur at any time which NPV has no control over. The Client agrees that NPV shall not be liable in any manner for any impact or effect that changing weather and climatic conditions may have on NPV's designs and/or plans.

6.7 The Consultant makes no representation or warranties that the Project will achieve any LEED certification level or accreditation or impact the future performance or operating costs associated with the Project.

6.8 NPV shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

7.0 OWNERSHIP OF DOCUMENTS

7.1 All reports, studies, plans and specifications, surveys, logs, field data, field notes, laboratory test data, calculations, estimates, and other documents, including but not limited to electronic documents, prepared by or furnished by NPV pursuant to this Agreement are instruments of NPV's professional services ("Instruments of Service"). NPV shall retain all common law, statutory, and other reserved rights, including copyrights, and generally asserts NPV's moral rights to be identified as the author of such Instruments of Service. Submission or distribution of the Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of reserved rights of NPV. NPV grants the Client a non-exclusive license to utilize its Instruments of Service for the purpose of constructing, using, maintaining, and altering the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due under this Agreement. The non-exclusive license granted under this section permits the Client to authorize its consultants and contractors to reproduce applicable portions of

the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The non-exclusive license granted in this section shall expire upon termination of this Agreement for any reason whatsoever.

7.2 No other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of NPV. Any unauthorized use or modification of the Instruments of Service shall be at the Client's sole risk and the Client agrees to fully indemnify and hold NPV harmless from all claims, damages, costs or expenses, including but not limited to all reasonable attorneys' fees arising out of such unauthorized use or modification by the Client or by others acting through or on behalf of the Client and without liability to NPV.

7.3 The Client agrees that all reports and other Instruments of Service furnished to the Client or his agents, which are not paid for, shall be returned upon demand, and shall not be used for any purpose whatsoever.

8.0 DEFECTS IN SERVICES

The Client and its personnel, representatives, contractors, and subcontractors shall promptly report in writing to NPV any defects or suspected defects in NPV's work or services, in order that NPV may take prompt, effective measures which in NPV's professional opinion consistent with the Standard of Care, will minimize the consequences of a defect in services.

9.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 NPV, subject to the limitation in 9.3 herein, agrees to the fullest extent permitted by law, to hold the Client, its officers, directors, partners, members, employees, and representatives harmless from and against all claims, suits, damages, losses, judgments, liabilities, actions, costs, or expenses (including reasonable attorneys' fees) to the extent caused by the negligent professional acts, errors, or omissions of NPV in the performance of the services under this Agreement.

9.2 To the fullest extent permitted by law, the Client shall indemnify and hold NPV, its officers, directors, partners, members, subconsultants, employees, and representatives harmless from any claims, suits, damages, losses, judgments, liabilities, actions, legal or administrative proceedings, costs, or expenses, and reasonable attorneys' fees for injuries or damages (including economic losses) to the extent caused by the negligent acts, errors or omissions of the Client (or for its officers, employees, representatives and/or agents, independent contractors or consultants, other than NPV). This clause shall not have the effect of extending the time within which a claim by the Client must otherwise commence under the applicable statutes of limitations or repose.

9.3 NPV shall not be responsible for the acts, errors, or omissions of the Client, the Contractor or any third parties in connection with or arising out of the Project. The Client hereby agrees to indemnify and hold NPV, its officers, directors, partners, members, subconsultants, employees, and representatives harmless from and against all claims, suits, damages, losses, judgments, liabilities, actions, legal or administrative proceedings, costs or expenses (including reasonable attorneys' fees) incurred by NPV which arise out of the foregoing, including but not limited to the Client's failure to carry out recommended corrective actions. Expenses shall also include, but not be limited to time charges by NPV's partners and employees at NPV's then Hourly Rate Schedule.

EXHIBIT C GENERAL TERMS AND CONDITIONS

Page 4 of 5
01/01/24

9.4 The Client agrees, to the fullest extent permitted by law, to limit the liability of NPV to the Client, and to all construction contractors and subcontractors, for any and all claims, suits, losses, judgments, liabilities, actions, legal or administrative proceedings, costs or expenses (including reasonable attorneys' fees), damages of any nature whatsoever, and claims and expenses from any and all cause or causes arising out of, resulting from or in any way related to the negligent acts, errors, or omissions of NPV and its subconsultants, so that the total aggregate of liability of NPV shall not exceed the fee earned by, or paid to NPV (whichever is less). It is intended that this limitation applies to any and all liability or cause of action described herein, regardless of the legal theory alleged unless otherwise prohibited by law. The Client agrees that NPV's liability to the Client and to all construction contractors and subcontractors on the Project, to the extent caused by NPV's professional negligent acts, errors, omissions, or alleged breach of contract shall not exceed NPV's total fee for services rendered on the Project.

9.5 The Client shall make no claim for professional negligent acts, errors, omissions, or alleged breach of contract either directly or in a third-party claim, against NPV unless the Client has first provided NPV with a written certification executed by an independent design professional currently practicing in the same discipline as NPV and licensed in the state in which the Project for which NPV's services were rendered is located. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to NPV not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

9.6 The Client shall make no claim for breach of contract, misrepresentation, negligent misrepresentation or fraud arising out of any statement, representation, or omission by NPV in any certification or report required under the Martin Act (General Business Law §§ 352,353), or the regulations enacted thereunder, in connection with any project for which the plans and specifications were approved by the Client and/or the municipality with jurisdiction over said plans or specifications prior to the issuance of said report or certification, arising out of any design element, error, or omission known to or disclosed to the Client and/or said municipality prior to the time of said approval, and the Client shall indemnify, defend and hold NPV harmless from and against any such claim made by any homeowners association or unit owner claiming to have relied upon any such certification or report.

9.7 The Client recognizes that topographical mapping prepared from aerial photography is subject to an inherent margin of error. The Client agrees that NPV shall not be liable for any site work changes due to differences between actual site conditions and conditions depicted on topographic mapping from aerial photography used to prepare plans for the Project.

9.8 NPV has no control over, charge of, or responsibility for construction. The Client (owner) shall retain a qualified contractor(s), licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work"). The Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, site safety, and security. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client, NPV, NPV's

subconsultants, employees, and representatives harmless from and against all claims, damages, losses, costs, or expenses (including but not limited to reasonable attorneys' fees), arising out of, or resulting from performance of the Work. Contractor shall provide insurance and name the Client, NPV, and NPV's subconsultants as additional insureds on Contractor's Commercial General Liability insurance policies.

9.9 **Waiver of Consequential Damages.** NPV and the Client waive any and all special, punitive, and indirect or direct consequential damages for claims, disputes, and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

10.0 DISPUTES

10.1 **Mediation.** Any dispute or claim arising between the Client and NPV in connection with this Agreement shall be submitted by either party, as a condition precedent, to Mediation for resolution in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless otherwise mutually agreed upon by the parties. The parties shall share the mediator's fee and any filing fee equally. The Mediation shall take place in Suffolk County, New York.

All offers, promises, conduct and statements, whether oral or written, made during the course of Mediation by any of the parties, their agents, employees, experts, and attorney, or by the mediator shall be confidential and privileged.

10.2 In the event Mediation does not result in a resolution of the dispute or claim between the Client and NPV, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction located in Suffolk County, New York.

10.3 The Client recognizes NPV's right not to release documents until the Client has made the account receivables current, excluding only any billed fees in good faith dispute, providing the Client has notified NPV in writing within thirty (30) days of the invoice date identifying the portion of the fees in dispute and the reason for the dispute. All undisputed fees on the disputed invoice shall be paid in accordance with these terms.

11.0 TERMINATION

11.1 This Agreement may be terminated by either party upon ten (10) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, NPV shall be paid for services performed prior to and including the termination notice date plus reasonable termination expenses.

11.2 This Agreement may be terminated by NPV, pursuant to Section 5 and 6.5 hereof, upon ten (10) calendar days written notice.

11.3 In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by this Agreement, NPV may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NPV in completing such analyses and reports. A final invoice will be calculated on the first or fifteenth of the month

EXHIBIT C GENERAL TERMS AND CONDITIONS

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01/01/24

(whichever comes first) following the end of the cancellation period (the effective date of cancellation).

11.3.1 Where the method of contract payment is lump sum, the final invoices will be based on the percentage of work completed to the effective date of cancellation, plus three (3%) percent of the billings to such date as a closeout cost.

11.3.2 Where the method of contract payment is based on time and materials, the final invoice will include all services and direct expenses associated with the Project up to the effective date of cancellation, plus three (3%) percent of the billings to such date as a closeout cost.

11.3.3 Where the method of contract payment is cost plus a fixed fee, the final invoice will include all costs to date of termination and a pro-rata share of the fixed fee plus three (3%) percent of the billings to such date as a closeout cost.

11.3.4 The closeout cost referred to in 12.3.1, 12.3.2 and 12.3.3 herein is not to be considered as a penalty but represents an allowance for demobilization of personnel, equipment, and costs not available on short notice.

12.0 GOVERNING LAW

The laws of the state in which the office of NPV, performing the services under this Agreement, is domiciled will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement, without reference to its choice of law principles.

13.0 PUBLICITY/CONFIDENTIALITY

13.1 NPV and its subconsultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional practices through advertising, public relations, brochures, or other marketing material.

13.2 If the Client or NPV receives information specifically designated by the other party as "confidential" or "business proprietary", the receiving party shall keep such information strictly confidential, and shall not disclose it to any other person except to its employees, attorneys, accountants, or those who need to know the content of such information so that either party may fulfill its obligations under this Agreement.

14.0 ASSIGNS

The Client may not delegate, assign, sublet, or transfer the Client's duties, obligations, or interest in this Agreement without the written consent of NPV.

15.0 INUREMENT/THIRD PARTIES

This Agreement inures to the benefit and binds NPV and the Client and their respective successors and permitted assigns. This Agreement shall not create any rights in any person or entity other than NPV and the Client, and no other person or entity is intended to be a third-party beneficiary to this Agreement.

16.0 FORCE MAJEURE

Notwithstanding any provision herein to the contrary, neither NPV nor the Client shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement and/or any proposal between the parties where such delay or failure is caused by an unforeseen force majeure event, including, but not limited to: fire, flood, water, the elements, explosions, acts of God, war, accidents, pandemic, COVID-19, orders of a government agency, failure of a regulatory entity to act in a timely or expected manner, failure by either party to furnish information or act in a timely or

expected manner, or other unexpected or unforeseen cause beyond the reasonable control of the party delayed or prevented from performing (a "Force Majeure Event"). Notwithstanding this provision, each party shall take all commercially reasonable steps to avoid, alleviate or mitigate the impact of any force majeure event. If and to the extent that a party's performance is prevented or delayed by a Force Majeure Event, then the affected performance will be excused for so long as the Force Majeure Event continues to prevent or delay performance and the party continues efforts to recommence performance to the extent possible without delay. The affected party will promptly notify the other party in writing, describing the Force Majeure Event in reasonable detail. If any Force Majeure Event delays performance of NPV's services for more than ninety (90) days, either party may terminate this Agreement as of a date specified by the party in a termination notice to the other party, unless otherwise agreed upon in writing by the parties.

17.0 ENFORCEMENT AND SEVERABILITY

If any provision of this Agreement is invalid or unenforceable as against any person, party, or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby.

18.0 STRICT ADHERENCE

The failure of any party to this Agreement to insist upon strict adherence to any term or condition of this Agreement will not be considered a waiver of any right arising thereunder or deprive that party of the right thereof to insist upon strict adherence to that term or any other term under this Agreement.

EXHIBIT D
SPECIFIC TERMS AND CONDITIONS
PHASE II SITE ASSESSMENTS, SUBSURFACE INVESTIGATIONS AND CLEANUPS
Nelson, Pope & Voorhis, LLC

The following **Specific Terms and Conditions** are applicable to Agreements between Nelson, Pope & Voorhis, LLC (hereinafter "NPV" or "the consultant") and the Client, when attached to and made part of such Agreement or Proposals.

Phase II Agreement

CLIENT understands that a Phase II Environmental Site Assessment is conducted solely to permit NPV to render a professional opinion about the likelihood of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough a Phase II Environmental Site Assessment study may be, findings derived from its conduct are limited and NPV cannot know or state for an absolute fact that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if NPV believes that reportable quantities of regulated contaminants are not present, CLIENT still bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Given the foregoing, CLIENT's acceptance of this Agreement shall signify the CLIENT understands the risks associated with Phase II Environmental Site Assessments and, as a material element of the consideration NPV requires to perform these services, CLIENT, shall to the fullest extent permitted by law, indemnify, defend, and hold NPV harmless from any claim or liability for injury or loss arising from NPV's discovery of unanticipated hazardous materials, or suspected hazardous materials, or their presence. CLIENT also shall compensate NPV for any time spent or expenses incurred by NPV in defense of any such claim (the term "any claim" means "any claim in contract, tort or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation or other acts giving rise to liability"). Such compensation shall be based upon NPV's prevailing fee schedule and expense reimbursement policy.

ASTM Standards

The American Society for Testing and Materials (ASTM) has developed a variety of prescriptive professional practice standards (standard practices and standard guides), that identify specific methods professionals could or should use to attain results. Such prescriptive professional practice standards fail to consider the unique needs of a client, the client's project-specific expectations, or the requirements and particular needs, expectations, circumstances, and requirements of the project and the professional engagement. At such, adherence to ASTM's prescriptive professional practice standards may not be appropriate or in the best interests of the client or the project NPV's instruments of service. NPV has not followed prescriptive professional practice standards issued by ASTM and has instead worked to develop a scope of service specifically for this project, in accordance with CLIENT's needs and preferences and NPV professional and contractual obligations.

Buried Utilities

CLIENT will furnish to Consultant information identifying the type and location of utility lines and other man-made objects beneath the site's surface. Consultant will take reasonable precautions to avoid damaging these man-made objects by preparing, prior to penetrating the site's surface, a subsurface sketch indicating the locations intended for penetrations and, as per information provided to Consultant, the locations of buried utility lines and other buried man-made objects. CLIENT will review the sketch and approve the intended penetration locations before penetrations are made. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against Consultant, and indemnify, defend, and hold Consultant harmless from any claim of liability for injury or loss arising from damage to or contact with buried utility lines or other buried man-made objects that were not called to Consultant's attention or

which were not properly located on drawings furnished to Consultant. CLIENT shall also compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability").

Discovery of Unanticipated Hazardous Materials and Substances

Hazardous materials or certain substances may exist where there is no reason to believe they are present. Should Consultant discover such unanticipated hazardous materials or suspected hazardous materials, Consultant shall notify CLIENT as soon as practically possible. CLIENT and Consultant agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation or termination of this Agreement. CLIENT and Consultant agree that, upon discovery of unanticipated hazardous materials or suspected hazardous materials, Consultant should take those measures that in Consultant's opinion are necessary to preserve and protect public health, safety, and welfare and the environment. CLIENT agrees to compensate for such services given that the hazardous materials or suspected hazardous materials in question are CLIENT's responsibility at fees that are five percent over cost and overhead. In addition, CLIENT shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from Consultant's discovery of unanticipated hazardous materials, or suspected hazardous materials, or their presence. CLIENT also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim (the term "any claim" means "any claim in contract, tort or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation or other acts giving rise to liability"). Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

Disposal of Contaminated Substances (including samples)

All substances on, in, or under CLIENT's site as samples or as byproducts of the sampling process, are CLIENT's property. Unless CLIENT directs otherwise, Consultant shall dispose of all nonhazardous samples and sampling process byproducts in accordance with applicable law. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, Consultant shall preserve samples for no longer than fifteen (15) calendar days after Consultant's issuance to the CLIENT of the initial instrument of service that relates data obtained from them. If in Consultant's opinion any of these samples are or may be affected by a regulated contaminant, Consultant shall package such samples in accordance with applicable law, and CLIENT shall arrange for lawful disposal procedures, that is, procedures to remove the samples from Consultant's custody and transport them to a disposal site. However, any samples or sampling process byproducts that are or are assumed to be affected by regulated contaminants shall be packaged by Consultant in accordance with applicable law, and they shall be turned over to CLIENT. Consultant shall not under this Agreement arrange for or otherwise dispose of substances affected by regulated contaminants. Consultant will, at CLIENT's request, help CLIENT identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but Consultant shall not make any independent determination about the selection of a treatment, storage or disposal facility nor will Consultant subcontract such activities through transporters or others. CLIENT shall sign all manifests for the disposal of substances affected by regulated contaminants. However,



EXHIBIT D
SPECIFIC TERMS AND CONDITIONS
PHASE II SITE ASSESSMENTS, SUBSURFACE INVESTIGATIONS AND CLEANUPS
Nelson, Pope & Voorhis, LLC

if CLIENT directs Consultant, Consultant's employees, or Consultant's agent to sign such manifests and/or to hire for CLIENT a contractor to transport, treat, or dispose of the contaminated substances, agent (notwithstanding any other provision of this Agreement to the contrary) so that Consultant shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with CLIENT's contaminated samples can expose Consultant to severe risks. CLIENT shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from Consultant containing, labeling, transporting, testing, storing, or other handling of CLIENT's contaminated samples. CLIENT also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim (the term "any claim" means "any claim in contract, tort or statute alleging negligence, errors, omissions, strict liability, status liability, breach of contract, breach of warranty, negligent misrepresentation or other acts giving rise to liability"). Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

Aquifer Cross-Contamination

Sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer underground stream, or other hydrous body not previously contaminated. Because Consultant is powerless to totally eliminate the risk despite use of due care, and because sampling is an essential element of Consultant's services indicated herein, CLIENT shall, to the fullest extent permitted by law, waive any claim against Consultant, and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by Consultants sampling. CLIENT shall also compensate Consultant for any time spent of expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability").



Gary Weber <weblaw113@gmail.com>

Fwd: (rev) Municipal Sewer connection - Paul Haines 52 Main Street Westhampton NY

1 message

Joe Sabella <joe.sabella@alliedallcityplumbing.com>
To: weblaw113@gmail.com

Mon, Oct 28, 2024 at 3:29 PM

Joe Sabella

Allied All City Inc.

General Manager

631-957-5023

Check out our reviews!

<https://sotellus.com/reviews/allied-all-city-plumbing/>

ALLIED/ALL-CITY INC.
LI'S LEADER IN NO-DIG TRENCHLESS SOLUTIONS



BBB® Accredited Business
View our business profile
We've Committed to BBB Standards for Trust

----- Forwarded message -----

From: **Jeff Wheeler** <jeff.wheeler@alliedallcityplumbing.com>

Date: Wed, Oct 23, 2024 at 11:45 AM

Subject: (rev) Municipal Sewer connection - Paul Haines 52 Main Street Westhampton NY

To: <emoful@gmail.com>, John Marra <jmalliedallcity@gmail.com>, Joe Sabella <joe.sabella@alliedallcityplumbing.com>, Janine Carbone <jc@alliedallcityplumbing.com>, Rosemarie Marra <r.marra@alliedallcityplumbing.com>, Alexis Fainer <alexis.f@alliedallcityplumbing.com>, Mary Radecki <mary.r@alliedallcityplumbing.com>

Attn: Paul Haines,

We reviewed our original proposal dated 8/24/23, and determined the scope of work and pricing would still be honored as per the original proposal, but if you are going to move forward with this project, there are some details you must do before we could execute the proposal into a contract.

1. The Suffolk County Health Department (SCHD) and the Suffolk County Department of Public works (SCDPW) require an environmental investigation of the existing leaching pools on each system and have analytical sampling and lab testing done to determine if these structures are contaminated and require remediation. As stated on Page 3, Item #16 of the proposal excludes any remediation of contaminated soil. In addition, Page 3, Item #11 of the proposal excludes any removals, transportation, or disposal of any waste that has been deemed contaminated or hazardous. Any environmental testing, remediation or disposal, may either be done by you before we execute the sewer connection project, or we can facilitate the required remediation work for you and become the liaison between you, the owner, and the SCHD and SCDPW to complete the cleanup process.

2. Our original proposal addresses three sewer connections which will service the individual tenants at the site, and according to SCDPW regulations, each sewer connection requires a Suffolk County approved sampling manhole. The proposal you received back on 8/24/23 includes the installation of three sampling manholes, because technically, there are three individual lines leaving the building. However, recently a determination came up on another project located in a strip shopping center mall, where we were required to install a sampling manhole for each individual tenant with one common sewer line. To this end, some further investigations and approvals may be required to retain the three individual sampling manholes because the connection of each tenant terminates into a single house drain located inside the perimeter of the foundation and exits the building as one single sewer line at each of the three locations.

Please let us know if you have any questions or concerns.

When you would like to proceed, kindly sign and return all (4) Pages along with the Certificate of Capital Improvement and the requested deposit in the amount of \$31,850.00. Note: if you are paying with a CC, Page (4) requires **two** signatures. If you are paying with cash or a check, Page (4) requires just **one** signature on the bottom of the page.

Please note: We only accept Mastercard or Visa. We do not accept American Express.

Once your deposit payment and signed contract is received, our dispatch coordinator will contact you to schedule the work.

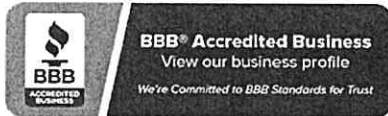
Kindly reply all to this email when sending back your signed contract.

Thank you,

Jeffrey Wheeler
Project Manager

Allied / All-City Inc.
174 Greeley Ave
Sayville, NY 11782
O: 631.957.5023 x 116
jeff.wheeler@alliedallcityplumbing.com
www.AlliedAllCityInc.com

<https://sotellus.com/reviews/allied-all-city-plumbing>



 (rev) Municipal Sewer connection - Paul Haines 52 Main Street Westhampton NY.pdf
1159K



ALLIED/ALL-CITY INC.

August 24, 2023

Patio Condominiums
c/o Paul Haines
52 Main Street
Westhampton Beach, NY 11978
Tel: 516-236-2018
Email: emoful@gmail.com

Job location: 52 Main Street Westhampton Beach, NY 11978

RE: New Sewer Connections

In response to the investigation work that was completed on May 15th, 2023, we obtained information and elevations regarding the existing house drain lines termination points, including inverts, and locations of the existing grease trap and septic tanks for the Patio Restaurant which also includes other tenant spaces in that same building. The third connection will be the sanitary septic line from the structures near the corner of Main Street and Sunset Ave. It appears there was only one main line leaving the building which accepted the sanitary waste from at least three main lines found in the various basements. Following is our proposal to convert these sanitary lines and connect them to the new municipal sewer.

Scope of Work:

1. New Sewer Connections

a. File any plumbing or sewer connections permits with the Village of Westhampton Beach as well as the Suffolk County Department of Public Works (SCDPW). Any and all fees, engineering and plans will be paid for directly by the property owner over and above this contract price.

2. Sewer Connection for the Patio Restaurant and Adjoining Tenants

a. Provide saw cutting of asphalt which will include removal and disposal as well as excavating from the Suffolk County provided spur connection across the rear parking lot and install a new 6-inch DR-18 Blue Brute sewer connection near the area where the existing septic tank and grease trap are located.

**Be advised that our goal on this project is to install and complete as much work as possible in order to minimize any inconvenience or loss of service to the tenant spaces. To accomplish this, we intend to work backwards installing the pipe and sampling manhole structures, so the conversion from septic to municipal sewer will be just redirecting the water from the old line into the new line with no down time.

b. The property owner will be responsible for the existing grease trap to be completely pumped and cleaned by their own service provider on the morning of the start of this project. At this time, the structure will be inspected by the SCDPW and a determination will be made if the structure is to remain or be replaced with a new precast monolithic grease trap.

c. Install two (2) new Suffolk County approved precast concrete sampling manholes. One for the grease line and one for the sanitary waste. Each manhole will be equipped with a new cast iron frame and solid manhole cover.

d. Install two (2) new 6-inch DR-18 Blue Brute sewer lines from the two sampling manholes. One going back to the foundation wall for the sanitary and one connected to the discharge line of the existing underground grease trap.

e. Obtain the required inspections from both the Village of Westhampton Beach and the SCDPW.

f. Provide backfill and compaction to all excavated areas.

g. Provide final cleanup and 6-inches of recycled concrete as a base to all the excavated and disturbed areas. The final asphalt patching will be done by the property owner at their own expense.

Signature acknowledging page 1: _____

**PLEASE SIGN
& DATE**



ALLIED/ALL-CITY INC.

3. Sewer Connections for the Buildings located near Main & Sunset

- a. From the grass area in the courtyard behind the buildings at Main and Sunset Ave., we will choose a location where a new Suffolk County approved sampling manhole will be installed and where the connections from the multiple buildings that come together as one, will now terminate into the structure after the structure is connected to the sewer.
- b. Provide saw cutting and disposal of the asphalt in the parking lot area between the county spur and the new sampling manhole.
- c. Excavate and install a new 6-inch DR-18 Blue Brute sewer line from the county spur to the sampling manhole.
- d. Obtain the required inspections from the Village of Westhampton Beach and the SCDPW for the new work that was installed.
- e. Provide backfill and compaction to all excavated areas.
- f. Provide final clean up and 6-inches of recycled concrete as a base to all the excavated and disturbed areas. The final asphalt patching will be done by the property owner at their own expense.

Total Contract Price (Items 1-3) is (\$63,700.00)
Plus, Any Permit Fees and refundable security Deposits

4. Pumping and Abandonment of all existing Leaching Pools and Septic Tanks

- a. Allied will provide pumping of any liquids as long as there is no groundwater intrusion which would deem the pumping to be useless. We will fill each pool with recycled concrete or acceptable fill, provide compaction and reinstall the manhole cover.

Price Per Pool for Pumping & Abandonment (this work is not included in Contract Price) is (\$1,350.00) each
Plus, Any Permit Fees and refundable security Deposits

5. Replacement Grease Trap (this work is not included in this Contract Price)

- a. This item will only be in effect if the SCDPW condemns the existing grease trap and we need to replace it with a 8-foot diameter, 5-foot liquid level precast monolithic concrete grease trap as the code requires, equipped with two (2) manholes set at grade.

Price for Item 5. (\$21,800.00)
Plus, Any Permit Fees and refundable security Deposits
All prices above are valid for only (30) days from the date of the contract.

- Allied will not be responsible for the condition or operation of any existing or remaining plumbing, heating, drain and waste piping as part of this contract.
- Any defects or violations found by Allied will be relayed back to owner with an estimate of extra cost to the total contract for owner to make a decision of how to proceed.
- Allied will not be responsible for any restoration of any walls, ceilings, or floors opened to gain access for the new installation of any piping or equipment.
- New system labor and materials will be warranted for a period of 1 year from installation date and all new equipment will follow manufactures warrantee period.

TERMS: C.O.D.

If this contract consisting of three pages is in acceptance, please sign and return a copy of this contract and (\$31,850.00) as a deposit (credit card – cash – check) to our Copiague office. Balance due in progress payments as work progresses. The terms of this agreement cannot be changed unless done so in writing signed by both parties hereto. This agreement may be withdrawn if not accepted within (3) days of the above date unless this is Immediate Emergency work. If you decide to cancel, do it by certified mail, return receipt request.

Signature acknowledging page 2: _____

**PLEASE SIGN
& DATE**



ALLIED/ALL-CITY INC.

NOTES/ALTERNATES:

1. Allied/All-City will do work in a quality, professional manner. This price reflects all discounts and coupons.
2. Allied/All-City will not be responsible for any repair or replacement to sidewalks, or road openings, or to any landscaping, (i.e. grass, trees, concrete, blacktop, pavement, etc.) plus any repair of any subterranean obstacles (i.e. sprinkler systems, piping, wires, etc.). Road Openings will only get a Temporary Patch. Owner is responsible for any permanent road repair.
3. Allied / All-City will not be responsible for any repair or replacement of any sheetrock, walls, ceilings, floors, carpet, tile, wallpaper, painting, etc. damaged to gain access for new work to be installed. This restoration work will be done by others and paid for by owner of the property.
4. This is a non-union/non-prevailing wage proposal/contract unless otherwise specified.
5. All prices (and scope of work for this contract) are based on information supplied by you, the owner, or your representative. If incorrect information results in extra work or completed work to be redone, you will be charged \$95.00 per hour per man plus material and equipment over and above contract price for this work.
6. All fees, including permit fees, security deposits associated with job/project, is additional to this contract.
7. Security deposits, including road openings deposits and/or fees are the Property Owners responsibility.
8. Allied/All-City may ask at any time for additional deposits during the ongoing job/project as needed.
9. Any unforeseen conditions not written in scope of work will be billed as an extra on a time, equipment, and material basis.
10. In addition to contract price property owner will be responsible for all fees for plans and permits that is deemed necessary for this project. These monies must be paid prior to commencement of this work.
11. No contaminated soil (i.e.; soil, liquid, sludge, or debris) will be removed from the property without an extra charge to this contract and must be paid in advance.
12. Insurance may absorb any work depending on your coverage and responsibility of your insurance company. All work will be done according to DEC and/or Building Dept. requirements. We at Allied/All-City Inc. would like to continue work according to our contract and additional DEC and Building Dept. requirements as soon as possible. This contract is between you, the property owner and Allied/All-City Inc. The responsibility of payment for this contract is solely the property owner's. Any arrangement with the insurance company is between the property owner and their insurance company. Allied/All-City is to be paid as stated by the terms of this contract.
13. The Town may require additional site plans/blueprints to be submitted showing any changes/repairs for their files and/or review in order to get permits or other approvals. Your Eng. /Arch. may need to have additional plans drawn up that can be submitted. If needed, this would be a customer expense above the contract price.
14. If there is any unforeseen underground water intrusion, De-watering will be \$2500.00 per/day.
15. Allied/All-City is not responsible for any underground structures, cesspools, drywells and oil tanks that are not visible above ground.
16. Allied/All City is not responsible for any remediation of contaminated soil that might be found during any of the digging process and will not be held accountable for its removal or containment.

Signature acknowledging page 3: _____

**PLEASE SIGN
& DATE**



ALLIED/ALL-CITY INC.

Note: If giving a deposit and/or paying by credit card...Please fill out below:

Account # _____ Expiration Date _____ Authorization Code _____ Type of card _____
(Mastercard/Visa)

Name of Card Holder _____

Billing Address of Card Holder

Street _____ City _____ Zip Code _____
(Where credit card bill goes to)

The card holder listed above and signing below does hereby authorize Allied/All-City to charge my credit card for the deposit and all required progress payments including final balance to complete this job.

ACCEPTED BY:

X _____
Property Owner or Person Responsible for Credit Card Payment _____ Date _____

PLEASE SIGN & DATE

Allied All City Acceptance:

X _____ X _____
Authorized Rep. Allied/All-City Inc. _____ Title _____ Date _____

Section # _____ Block # _____ Lot # _____

NOTARY: (Optional)

STATE OF NEW YORK, COUNTY OF

_____, being duly sworn, says: I am the person described in and who executed the foregoing contract and the several matters herein stated are in all respects true.

X _____

Subscribed and sworn to before me this _____ day of _____ year _____

Notary Public

By signing this last page of the contract, you acknowledge it consists of 3 pages and you, the property owner or person below is responsible for payment.

Print Name: _____ Date: _____

PLEASE SIGN & DATE

By signing this contract, I also fully understand and agree to all terms & conditions of the contract plus any work orders or change orders pertaining to this work. You also pre-approve for any and all balances owed to be placed on this credit card unless agreed to differently in writing before work/job begins. Signed by both parties. All balances not paid are subject to 1 1/2% monthly interest charge (18% annually), on each prior month's accrued balance, plus a Monthly Maintenance charge of \$22.50. Allied/All-City reserves the right to hold documentation or work on all accounts receivable 10 days old. In the event that Allied/All-City refers your account to a collection agency or retains a lawyer to institute any legal action to collect any money owed, you will be responsible for paying for all costs of collection, including reasonable attorney's fees and court costs. Any materials installed on the job site will remain the property of Allied/All-City Inc. until paid.



ALLIED/ALL-CITY INC.

April 27, 2023

Patio condominiums.
52 Main St.
Westhampton Beach, NY 11978
C/O Paul Haines
PH: 516-236-2018
Email: emofuel@gmail.com

Re: Sewer/Connection Preparation and investigation work.

In response to our inspection of your project regarding connecting multiple buildings to the Suffolk County Department of Public Works municipal sewer system, we would like to follow up with our proposal for the investigation work, which would be required to determine elevations, condition and location of all existing lines that need to be connected, as well as die testing various drains inside the building, and to determine if they will be connected correctly into a new sanitary or grease system on the property.

- 1). Provide water jet truck with TV inspection and locating equipment as well as a team of trained technicians To perform cleaning as well as TV inspection between the basement and the existing sanitary systems outside the rear of the property.
- 2). Confirm the termination points of all the connections from the building to the existing septic tanks and create an as built sketch of depths and locations, as well as the condition and material of the existing piping outside the building.
- 3). Provide die testing in various drains inside the buildings to prove any incorrectly connected fixtures that may be bypassing the grease trap as well as any violations that need to be corrected prior to connecting to the municipal sewer.
- 4). On the morning of the investigation, the property, owner or restaurant tenant will have their grease traps completely pumped and cleaned down in order to measure the diameter and depth as well as determine the liquid level. We will inspect the condition of the concrete inside the grease trap and determine if deterioration has compromised the structure and would deem the grease trap unusable as per Suffolk county regulations.
- 5). Open and inspect all septic tanks leaching pools and quantify how many structures are in each system, and what work will be required to properly abandon them as per Suffolk County DPW regulations.

** on the morning of the investigation the property owner will provide us access to all areas where plumbing is located.
 ** upon completion of this investigation, Allied will provide the property owner a detailed cost estimate for all the work that is required to connect this property to the municipal sewer system as per code.

****Total Contract Price for Allied provided Work) ----- (\$2,950.00)+tax**

Signature acknowledging page 1: _____

NYS Sales tax will be applied to all service and repair projects
Permit fees are additional and will be added to contract

130 Lambert Avenue • Copiague, NY 11726 • (631) 957-5023 • Fax (631) 957-5080
WWW.AlliedAllCityInc.com • AlliedAllCity@aol.com

**PLEASE SIGN
& DATE**



ALLIED/ALL-CITY INC.

- Allied will not be responsible for the condition or operation of any existing or remaining plumbing, heating, drain and waste piping as part of this contract.
- Any defects or violations found by Allied will be relayed back to owner with an estimate of extra cost to the total contract for owner to make a decision of how to proceed.
- Allied will not be responsible for any restoration of any walls, ceilings, or floors opened to gain access for the new installation of any piping or equipment.
- New system labor and materials will be warranted for a period of 1 year from installation date and all new equipment will follow manufactures warrantee period.

Total Contract Price is **(\$2,950.00)+tax**
Plus Any Permit Fees and refundable security Deposits

TERMS: C.O.D.

If this contract consisting of three pages is in acceptance, please sign and return a copy of this contract and \$1250.00 as a deposit (credit card – cash – check) to our Copiague office. Balance due in progress payments as work progresses. The terms of this agreement cannot be changed unless done so in writing signed by both parties hereto. This agreement may be withdrawn if not accepted within (3) days of the above date unless this is Immediate Emergency work. If you decide to cancel, do it by certified mail, return receipt request.

NOTES/ALTERNATES:

1. Allied/All-City will do work in a quality, professional manner. This price reflects all discounts and coupons.
2. Allied/All-City will not be responsible for any repair or replacement to sidewalks, or road openings, or to any landscaping, (i.e. grass, trees, concrete, blacktop, pavement, etc.) plus any repair of any subterranean obstacles (i.e. sprinkler systems, piping, wires, etc.). Road Openings will only get a Temporary Patch. Owner is responsible for any permanent road repair.
3. Allied / All-City will not be responsible for any repair or replacement of any sheetrock, walls, ceilings, floors, carpet, tile, wallpaper, painting, etc. damaged to gain access for new work to be installed. This restoration work will be done by others and paid for by owner of the property.
4. This is a non-union/non-prevailing wage proposal/contract unless otherwise specified.
5. All prices (and scope of work for this contract) are based on information supplied by you, the owner, or your representative. If incorrect information results in extra work or completed work to be redone, you will be charged \$95.00 per hour per man plus material and equipment over and above contract price for this work.
6. All fees, including permit fees, security deposits associated with job/project, is additional to this contract.
7. Security deposits, including road openings deposits and/or fees are the Homeowner's responsibility.
8. Allied/All-City may ask at any time for additional deposits during the ongoing job/project as needed.
9. Any unforeseen conditions not written in scope of work will be billed as an extra on a time, equipment, and material basis.
10. In addition to contract price property owner will be responsible for all fees for plans and permits that is deemed necessary for this project. These monies must be paid prior to commencement of this work.
11. No contaminated soil (i.e.; soil, liquid, sludge, or debris) will be removed from the property without an extra charge to this contract and must be paid in advance.
12. Insurance may absorb any work depending on your coverage and responsibility of your insurance company. All work will be done according to DEC and/or Building Dept. requirements. We at Allied/All-City Inc. would like to continue work according to our contract and additional DEC and Building Dept. requirements as soon as possible. This contract is between you, the property owner and Allied/All-City Inc. The responsibility of payment for this contract is solely the property owner's. Any arrangement with the insurance company is between the property owner and their insurance company. Allied/All-City is to be paid as stated by the terms of this contract.
13. The Town may require additional site plans/blueprints to be submitted showing any changes/repairs for their files and/or review in order the get permits or other approvals. Your Eng. /Arch. may need to have additional plans drawn up that can be submitted. If needed, this would be a customer expense above the contract price.
14. If there is any unforeseen underground water intrusion, De-watering will be \$3500.00 per/day.
15. Allied/All-City is not responsible for any underground structures, cesspools, drywells and oil tanks that are not visible above ground.

Signature acknowledging page 2: _____

PLEASE SIGN & DATE

130 Lambert Avenue • Copiague, NY 11726 • (631) 957-5023 • Fax (631) 957-5080
 WWW.AlliedAllCityInc.com • AlliedAllCity@aol.com



ALLIED/ALL-CITY INC.

Patio Condominiums/Page 3 of 3

Note:

If giving a deposit and/or paying by credit card...Please fill out below:

Account # _____ Expiration Date _____ Authorization Code _____ Type of card _____
 (Mastercard/Visa)

Name of Card Holder _____

Billing Address of Card Holder _____

Street _____ City _____ Zip Code _____
 (Where credit card bill goes to)

The card holder listed above and signing below does hereby authorize Allied/All-City to charge my credit card for the deposit and all required progress payments including final balance to complete this job.

ACCEPTED BY:

 Property Owner or Person Responsible for Credit Card Payment _____ Date _____

PLEASE SIGN & DATE

Allied All City Acceptance:

_____ _____
 Authorized Rep. Allied/All-City Inc. _____ Title _____ Date _____

Section # _____ Block # _____ Lot # _____

NOTARY: (Optional)

STATE OF NEW YORK, COUNTY OF _____, being duly sworn, says: I am the person described in and who executed the foregoing contract and the several matters herein stated are in all respects true.

 Subscribed and sworn to before me this _____ day of _____ year _____

Notary Public _____

By signing this last page of the contract, you acknowledge it consists of 3 pages and you, the property owner or person below is responsible for payment.

Signature acknowledging page 3: _____

Print Name: _____ Date: _____

PLEASE SIGN & DATE

By signing this contract, I also fully understand and agree to all terms & conditions of the contract plus any work orders or change orders pertaining to this work. You also pre-approve for any and all balances owed to be placed on this credit card unless agreed to differently in writing before work/job begins. Signed by both parties. All balances not paid are subject to 1 1/2% monthly interest charge (18% annually), on each prior month's accrued balance, plus a Monthly Maintenance charge of \$22.50. Allied/All-City reserves the right to hold documentation or work on all accounts receivable 10 days old. In the event that Allied/All-City refers your account to a collection agency or retains a lawyer to institute any legal action to collect any money owed, you will be responsible for paying for all costs of collection, including reasonable attorney's fees and court costs. Any materials installed on the job site will remain the property of Allied/All-City Inc. until paid.

130 Lambert Avenue • Copiague, NY 11726 • (631) 957-5023 • Fax (631) 957-5080
 WWW.AlliedAllCityInc.com • AlliedAllCity@aol.com



PAVEMASTER

516 Pine Aire Drive
Bay Shore, New York 11706
Tel: (631) 595-9800 • Fax: (631) 595-9804
www.pavemaster.com

PROPOSAL

GARY WEBBER
SUNSET AVE HOA
WESTHAMPTON BEACH, NY 11978

PHONE _____ MOBILE _____

JOB NAME / LOCATION
RE: PAVING

DATE 5/20/2022 | ATTN: GARY

We hereby submit specifications and estimates for:

SCOPE OF WORK: REMOVAL AND REPLACEMENT OF EXISTING PARKING LOT

REMOVE ALL EXISTING ASPHALT FROM THE PARKING LOT AND DUMP AT A D.E.C. APPROVED FACILITY
INSTALL OR REMOVE RCA BASE AS NECESSARY
FINE GRADE ENTIRE AREA TO BE PAVED FOR WATER DRAINAGE, IF GRADES PERMIT
ADJUST DRAIN COVERS AS NECESSARY
PROPERLY COMPACT RCA BASE WITH 5-10 TON VIBRATORY ROLLER
PAVE ENTIRE LOT WITH 2.5" (COMPACTED TO 2") USING NYS TYPE 6 COMMERCIAL GRADE TOP ASPHALT
PROPERLY ROLL WITH 5-10 TON VIBRATORY ROLLER
APPLY LIQUID TACK TO ALL JOINTS WHERE NEW ASPHALT MEETS EXISTING
LAYOUT & STRIPE TO MATCH EXISTING

SUNSET HOA PROPERTY - APPROX: 17,746 SF
\$77,195.00

SHARED PROPERTY - APPROX: 10,441 SF
\$ 45,420.00

JEN;
Larger proposal
is patio
condo (us)
smaller is
patio II
(then)
map is for
reference.
Thanks
Ryan

We Propose hereby to furnish material and labor - complete in accordance with the above spec

Payment to be made as follows: Above state price(s) plus sales tax if applicable.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized Signature: Ryan M. Platt
Ryan M. Platt

Note:
This proposal may be withdrawn

Print Name: _____

Signature: _____

Short Environmental Assessment Form

Part 1 - Project Information

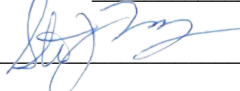
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<u>Part 1 – Project and Sponsor Information</u>			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. <u>Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?</u>		NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		<input type="checkbox"/>	<input type="checkbox"/>
2. <u>Does the proposed action require a permit, approval or funding from any other government Agency?</u>		NO	YES
If Yes, list agency(s) name and permit or approval:		<input type="checkbox"/>	<input type="checkbox"/>
3. a. <u>Total acreage of the site of the proposed action?</u> _____ acres		*approximate disturbance area for sanitary system abandonment and connection.	
b. <u>Total acreage to be physically disturbed?</u> _____ acres			
c. <u>Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?</u> _____ acres			
4. <u>Check all land uses that occur on, are adjoining or near the proposed action:</u>			
5. Urban Rural (non-agriculture) Industrial Commercial Residential (suburban)			
<input type="checkbox"/> Forest Agriculture Aquatic Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. <u>A permitted use under the zoning regulations?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <u>Consistent with the adopted comprehensive plan?</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. <u>Is the proposed action consistent with the predominant character of the existing built or natural landscape?</u>	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. <u>Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</u> If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. <u>Will the proposed action result in a substantial increase in traffic above present levels?</u> b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. <u>Does the proposed action meet or exceed the state energy code requirements?</u> If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. <u>Will the proposed action connect to an existing public/private water supply?</u> If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. <u>Will the proposed action connect to existing wastewater utilities?</u> If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. <u>Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?</u> b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. <u>Identify the typical habitat types that occur on, or are likely to be found on the project site</u> Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban Suburban		
15. <u>Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?</u> *Northern Long eared bat habitat is noted within the vicinity; however the proposed action does not involve removal of any trees or disturbance to habitat.	NO <input type="checkbox"/>	YES <input type="checkbox"/>
16. <u>Is the project site located in the 100-year flood plan?</u>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
17. <u>Will the proposed action create storm water discharge, either from point or non-point sources?</u> If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <div style="background-color: #cccccc; height: 40px;"></div>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <div style="background-color: #cccccc; height: 40px;"></div>
18. <u>Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?</u> If Yes, explain the purpose and size of the impoundment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
19. <u>Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</u> If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. <u>Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</u> If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: _____ Date: _____</p> <p><u>Signature</u>  _____ Title: _____</p>		



**FIGURE 1
LOCATION MAP**

52 Main St.

Westhampton Beach

Sources: WMS 2023; Suffolk County GIS, 2024
Scale: 1 inch equals 60 feet

