

Utility Easement Agreement

This Utility Easement Agreement (the "Agreement"), made and dated the 25^e day of May, 2017, by the **Village of Greenport** (the "Grantor" or the "Village") with offices located at 236 Third Street, Greenport, New York 11944, and LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of **LONG ISLAND LIGHTING COMPANY D/B/A LIPA** ("LIPA" or "Grantee") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553, as follows;

W I T N E S S E T H

WHEREAS, the Grantor is the owner of the property described or indicated in Exhibit A annexed hereto and made a part hereof, which property is known as Fifth Street, Village of Greenport, New York 11944 (the "Village Property"); and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time ("A&R OSA"), between LIPA and PSEG Long Island LLC ("PSEGLI") through its operating subsidiary, Servco, has assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System") as of January 1, 2014, and among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate; and

WHEREAS Accordingly, Servco will administer this Agreement and shall be LIPA's representative in all matters related to this Agreement, including any attached Schedules and Exhibits as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for any and all sums

due and owing Grantor, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Grantor for sums due under or related to this Agreement. PSEG LI, Servco and LIPA shall be collectively referred to as “LIPA Parties” under this Agreement; and

WHEREAS the Grantor agrees to declare and grant to the Grantee a nonexclusive easement for a term described herein, pursuant to the terms and conditions of this Utility Easement Agreement in the area described in Exhibit B attached hereto and made a part hereof (the “Utility Easement Area”), that area being a portion of Fifth Street, and the Grantee agrees to accept that nonexclusive easement for the term described herein, pursuant to the terms and conditions of this Utility Easement Agreement; and

WHEREAS the Grantor and SERVCO as agent and acting on behalf of LIPA have simultaneously entered a Temporary Construction Access License Agreement between the Grantor and SERVCO as agent and acting on behalf of LIPA whereby the Grantor agrees to provide SERVCO as agent and acting on behalf of LIPA with temporary construction access license; and

WHEREAS the Grantor hereby grants LIPA, and LIPA accepts from Grantor, an easement, pursuant to the terms and conditions herein;

IT IS THEREFORE covenanted and agreed as follows:

1. Grant of Easement.

1.1 Utility Easement.

The Grantor, for itself and its successors and assigns, hereby conveys and grants to LIPA, and its successors and assigns, a non-exclusive easement (the “Utility Easement”) under, in, along, and across the property described on the attached and incorporated Exhibit B (the

“Utility Easement Area”) solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of an underground electric line (the “improvements”), and for access to the Utility Easement Area that is depicted generally on the attached and incorporated Exhibit B, and for no other use.

1.2. Reservation by Grantor/Non-Exclusive Use.

All right, title and interest in and to the Utility Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved by the Grantor, provided, however, that the Grantor shall not enact or maintain any improvements which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area, or develop, landscape or beautify the Utility Easement Area in a way which would unreasonably or materially interfere with the Grantee’s permitted use of the Utility Easement Area. The Easement shall be non-exclusive to the Grantee and shall not restrict nor preclude the Grantor hereof from granting any other non-exclusive easements to any other persons so long as any such non-exclusive easement does not conflict or interfere with the rights granted to the Grantee hereof or otherwise endanger Grantee’s underground property and electrical service.

1.3 Reservation by Grantor/Grantor’s Existing Equipment and Facilities.

Grantee acknowledges that Grantor owns, maintains, and operates an existing municipal water and sewer system and that there is already equipment for these systems that is located in the Utility Easement Area, and Grantee acknowledges and agrees to the continued existence of the Grantor’s equipment in the Utility Easement Area, and that the Grantor may operate, repair, maintain and or replace the Grantor’s equipment in the Utility Easement Area, or place other equipment in the Utility Easement Area that does not interfere with the Grantee’s use of the

Utility Easement Area as provided in this Agreement. Grantee agrees not to take any act regarding the Grantee's equipment or use of the Utility Easement Area that would damage, interfere or endanger the Grantor's equipment or the use or operation thereof.

2. Purpose and Limited Use of Easement.

2.1 Use.

The purpose and use of the Utility Easement shall be to construct, install, operate, maintain, inspect, test, repair, replace and/or remove a portion of an underground electric distribution cable which shall run from the LIPA Southold substation to a point on Shelter Island only.

2.2 Distribution Equipment Only.

LIPA and or its successors in interest may place a conduit and manhole system only in the Utility Easement Area that consists of and is of sufficient size and design to hold three (3) 13kv electric distribution lines; provided, however, Grantee shall be permitted only to utilize one (1) 13kv circuit energized at a time. Initially, LIPA and or its successors and or assigns shall place and use a 13 kv electric distribution circuit in the conduit and specifically shall not place or install an electric transmission line in the conduit or the Utility Easement Area during the term of this Utility Easement Agreement and any extensions thereto.

2.3 End of Useful Life.

In the event that any distribution line is no longer functional or is nearing the end of its useful life or another distribution line is needed for increased load, then LIPA, on not less than 30 days prior written notice to the Village, may install another distribution circuit, or its equivalent, in the conduits provided only one distribution circuit is operated at a time.

3. Term of the Utility Easement.

3.1 Initial Term.

The Utility Easement shall commence on the effective date of this Agreement and shall have an initial term of fifty (50) years from the effective date of this Agreement.

3.2 Renewal Terms.

LIPA shall have the right to exercise three (3) renewal options to renew the term of the Utility Easement for three consecutive (3) renewal terms of fifty (50) years each.

3.3 Exercise of an Option for a Renewal Term.

LIPA may exercise an option for a renewal term by notifying the Village of Greenport, Attention Village Clerk, at its offices, currently located at 236 Third Street, Greenport, New York 11944, in writing, by certified mail return receipt requested, regular mail, and electronic mail, not less than one (1) year prior to the expiration of the initial term, or each renewal term of the Utility Easement.

4. Consideration.

4.1. Consideration to be Paid by LIPA.

A. Consideration for the Initial Fifty Year Term.

1. The consideration to be paid by LIPA for the first fifty (50) year term of the Utility Easement shall be thirty thousand dollars (\$30,000).

2. The consideration of thirty thousand dollars (\$30,000) shall be nonrefundable and shall be paid to the Village of Greenport upon the execution and delivery of this Easement Agreement.

B. Consideration for the Renewal Terms.

1.

1. The consideration for each of the renewal terms shall be the then fair market value of the Utility Easement for each of the renewal term as determined by an independent, qualified third party appraiser with such appraiser to be mutually agreed to by the parties.

2. The consideration for the renewal term shall be nonrefundable and shall be paid to the Village on or prior to the date of the commencement of each renewal term of the Utility Easement Agreement.

5. Default and Termination, Abandonment.

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the nature of the breach or default of this Agreement. The breaching party shall have thirty (30) days from the receipt of this written notice in which to cure or utilize best efforts to commence to cure any such violation. If the violation cannot be reasonably cured within said thirty (30) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the violation, then the parties may agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured any such violation as specified in the written notice within the time provided by the notice or any extension to that time agreed to in writing by the non-breaching party, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be not less than fifteen days from the date of mailing of the Notice of Termination. The Notice of Termination shall be effective for all purposes when deposited in the United States Mail, by certified mail, return receipt requested and regular mail.

C. If LIPA defaults under this Agreement, beyond any applicable notice, grace and/or cure period, upon LIPA's receipt of the Notice of Termination via U. S. Mail, the Village may initiate legal proceedings against LIPA to assume control and possession of the Easement Property Area.

D. Upon an abandonment of the Easement (an abandonment under this Easement Agreement being a discontinuance of the use of the equipment in the easement for a period of one hundred eighty (180) continual days, or of the project for which the easement is being used as provided in the Temporary Construction Access License Agreement), the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default as provided in this Section 5.0, and then serve a Notice of Termination, terminating the Agreement and the Easement subject to a tolling occasioned by any force majeure event, provided, however, no greater than one (1) calendar year.

E. A default or breach of the Temporary Construction Access License Agreement (Exhibit C) shall be a default or breach of this Utility Easement Agreement.

6. Restoration and Permits.

6.1 Restoration.

A. Restoration of Surface Area.

In addition to the Grantee's obligations under the Construction Access Agreement, in the event that after the completion of the required repaving, the surface of any portion of the Utility Easement Area is disturbed solely by the Grantee's exercise of any of its easement rights under this Agreement, then the Grantee shall restore such area to the condition in which it existed at the commencement of such activities within thirty (30) days of notification as provided herein subject to tolling occasioned by any force majeure related event by each

calendar work day of each force majeure event not to exceed ninety (90) days inclusive of such force majeure event.

B. Restoration on Expiration or Termination.

On the occurrence of the expiration of this Utility Easement Agreement or in the event that the Utility Easement Agreement is terminated due to default, abandonment or agreement of the parties, prior to the expiration of its term, Grantee shall remove Grantee's electric lines and cables from the Utility Easement Area, except that the Grantee shall, after removing all Grantee cabling and equipment, abandon the conduit and manholes for use by the Grantor, and restore the Utility Easement Area to the condition in which it existed prior to the date of this Agreement except that the remaining Grantee equipment shall become the property of the Village of Greenport.

6.2. Permits.

LIPA shall be responsible to obtain and maintain any and all permits that are required for the work contemplated in this Agreement including but not limited to required permits from the United States Army Corps of Engineers, New York State Department of Environmental Conservation, Public Service Commission, Metropolitan Transportation Authority, if any and to the extent applicable.

7. Temporary Construction Access License Agreement.

A. The Village of Greenport and LIPA shall simultaneously entered into a Temporary Construction Access License Agreement, a copy of which is annexed as Exhibit C hereto, whereby the Village of Greenport grants access to LIPA to perform construction for the installation of a conduit and manhole system, the aforementioned distribution line, and other

electrical equipment, on a temporary basis, for consideration, and subject to the terms and conditions of that Temporary Construction Access License Agreement.

B. The granting of this Utility Easement is subject to the compliance by LIPA and or its successors with the payment of the consideration and compliance with the other terms and conditions of the Temporary Construction Access License Agreement, and the Grantor and the Grantee agree that the failure by LIPA to pay the consideration due under the Construction Access Agreement or to fully comply with the material terms and conditions of the Temporary Construction Access License Agreement shall be a material breach of the terms and conditions of this Utility Easement Agreement whereby the Village of Greenport, on thirty days prior written notice, beyond any grace and/or cure period, may terminate this Utility Easement Agreement.

8. Abandonment of Project or Easement by LIPA.

Abandonment of the Easement for purposes of this Agreement shall be either an abandonment of the Project as defined in the Temporary Construction Access Agreement or as defined in 5.0(D) above, then the Village of Greenport may serve a Notice of Abandonment and Notice of Termination as provided in Section 5.0 above.

9. Insurance.

9.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, to remain in effect for the entire term and renewal terms of this Agreement, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York covering all operations during the Temporary Construction Access License Agreement and Utility Easement Agreement or any other time that the Grantee or LIPA shall access the Utility Easement Area to

repair, maintain or replace equipment as provided herein. All insurance provided herein shall name the Village of Greenport as additional insured and the Grantee shall provide the Village with the endorsement page of the insurance policy indicating compliance with the required coverage to the Village at the time of the execution of this Agreement, of not less than the following types and amounts:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Grantee and its Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Grantee and its Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than:

Bodily injury each occurrence: \$1,000,000 Per Annum Aggregate \$ 5,000,000

Liability property each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000

General Liability Insurance each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any of its contractors or subcontractors for any losses which may be due to vandalism, theft or malicious mischief occasioned by such party.

E. LIPA shall be permitted to self-insure its obligations hereunder.

9.2 Term of Liability Insurance.

The liability insurance specified by 9.1 above shall remain in effect during the term and renewal terms of the Utility Easement Agreement.

9.3 Adjustments to Type and Amount of Coverage.

The parties must by mutual agreement adjust the type and amount of insurance required due to market changes, and the amount of the insurance coverage provided shall be adjusted, in writing, on not less than each applicable ten (10) year anniversary of date of the execution of this Utility Easement Agreement to reflect changes in the consumer price index.

10. General Provisions.

10.1 Covenants Running with the Land.

The parties to this Agreement acknowledge and agree that the easement and other rights conferred by this Utility Easement Agreement are intended to, and shall, run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

10.2 Assignment.

Except to an affiliate, subsidiary, Agent, as such term is defined in the OSA, successor or heir, the Grantor and the Grantee specifically agree, that this Agreement and the Grantee's rights hereunder are not assignable by the Grantee without the prior written consent of the Grantor, which consent may not be unreasonably withheld, conditioned nor delayed by Grantor. In the event of an assignment by the Grantee which is consented to by the Grantor, unless specifically released by the Grantor the Grantee shall remain liable and responsible for any and all of the Grantee's obligations to Grantor created by this Agreement and the Grantor's

remedies at law or in equity as against the Grantee or the Grantee's successors and assigns shall not be limited by the assignment or this Agreement.

10.3 Effective Date.

This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

10.4 Authorized Representative.

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Easement Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

10.5 Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (certified mail, return receipt requested and regular mail), at their addresses as set forth below, or such other address or such additional recipient as any party may have furnished to the others in writing in accordance herewith. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk
236 Third Street
Greenport New York 11944

Notice to LIPA:

Long Island Electric Utility Servco, LLC
As agent and acting on behalf of
Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd.
Uniondale, NY 115523
Attn: Associate General Property Counsel
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd., Suite 403
Uniondale, NY 115523
Attn: General Counsel
Tel: 516-719-9847

The parties acknowledge and agree that if either party shall change its address for receiving notices, then such party shall notify the other party in writing of such change in address within thirty (30) days of the change in address of that party.

10.6 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

10.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary to further the expressed and intent purpose of this agreement.

10.8 Indemnification and Hold Harmless.

A. LIPA and its successors and assigns, shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment

or property that is caused by or results from LIPA's exercise of the Easement or use of the Easement Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA or its contractors and subcontractors and from any claims, damages, actions or causes of action from environmental damages or contamination to the extent caused or contributed by Grantee, its successors and or assigns, and their contractors and or subcontractors, for the term and any renewal terms of this Agreement.

B. LIPA and its successors and or assigns shall indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's exercise of the Easement or use of the Easement Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's exercise of the Easement or use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

Notwithstanding anything to the contrary contained herein, LIPA's indemnity obligations hereunder shall not apply to any liabilities, losses or damages occasioned by the Village's and/or third party's acts, omission, negligence and/or misconduct.

10. 9 Non-Precedent. The parties hereto acknowledge and agree that the terms and conditions contained herein have been and are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA's service territory.

and that as such, neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions.

10.10 Taxes.

A. Property Taxes.

Grantee shall be responsible to pay any property taxes or other assessments attributable to or assessed upon the Utility Easement Area and the Grantee's equipment in the Utility Easement Area.

B. Transfer and other Taxes.

The Grantee shall be responsible for the payment of any and all transfer taxes or similar assessments including but not limited to the New York State real property transfer tax, the Peconic Bay Region tax and any other taxes that may arise from or be assessed from this transaction.

10.11 No Ownership Interest.

LIPA, for itself and for its successors and or assigns, does hereby state and warrant that LIPA does not and will not maintain any ownership of the Utility Easement Area and that in the event that it is deemed that an ownership interest may have been created or conveyed to LIPA by this Utility Easement, then on the request of the Village, LIPA shall execute such documents as may reasonably requested by the Village to transfer any ownership interest that may have been created in LIPA back to the Village.

10.12 Amendment.

The Utility Easement Agreement may not be modified, changed, altered, amended or otherwise revised except by way of a duly executed written amendment duly approved and executed by both Grantor and Grantee.

10.13 Failure to Act not a Waiver.

The failure by the Grantor to declare a default by the Grantee where the Grantee is in default or breach of any provision of this Agreement shall not be a waiver of that default by the Grantor or of any of the Grantor's rights hereunder. The waiver by either the Grantor or the Grantee, or both, of any of its rights with respect to a default or any other matter arising under this Easement Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

10.14 Recording Easement Agreement.

Upon the execution of this Utility Easement Agreement, the Grantee shall cause the Utility Easement Agreement to be recorded at the office of the Suffolk County Clerk at the Grantee's expense. Grantee shall provide the Grantor with a certified copy of the recorded Utility Easement Agreement within thirty (30) days of the date of the execution of this Agreement and in no event prior to the use of the Utility Easement area by the Grantee.

10.15 Applicable Law and Venue.

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

10.16 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

10.17 Severability.

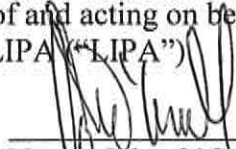
If any provision of this Easement Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Greenport and Long Island Electric Utility Servco, LLC as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA have hereunto set their hand the day and year just above written.

GRANTEE:

LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA")

By:


Name: John O'Connell
Title: Vice President

GRANTOR:

VILLAGE OF GREENPORT

By:

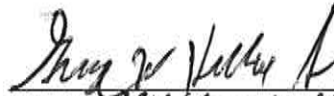
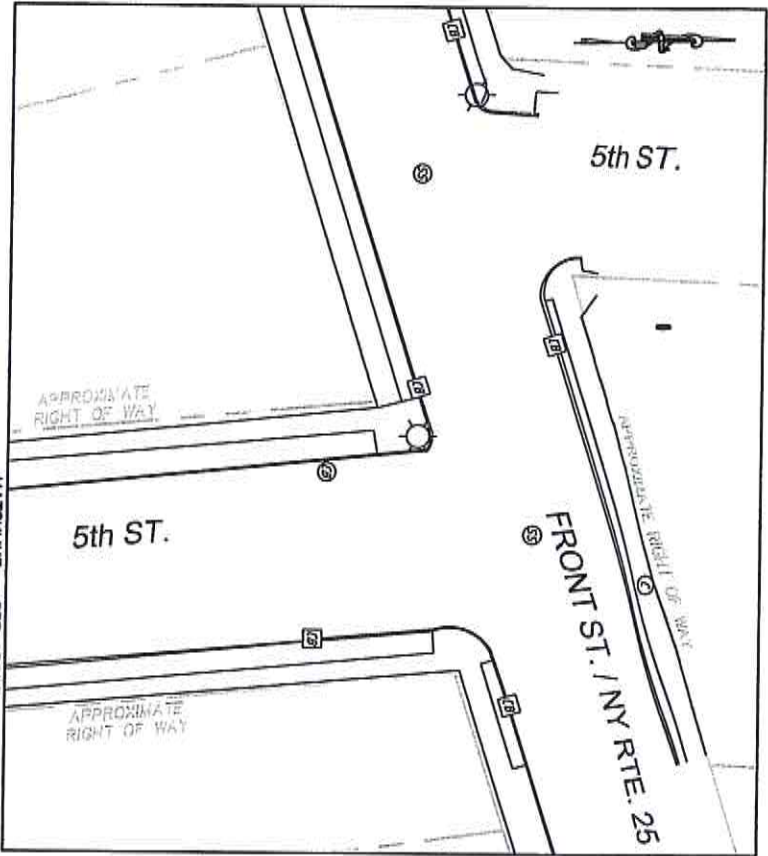

Name: GEORGE W HUBBARD JR
Title: MAYOR

Exhibit A
“VILLAGE PROPERTY”



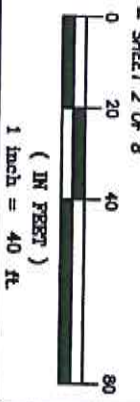
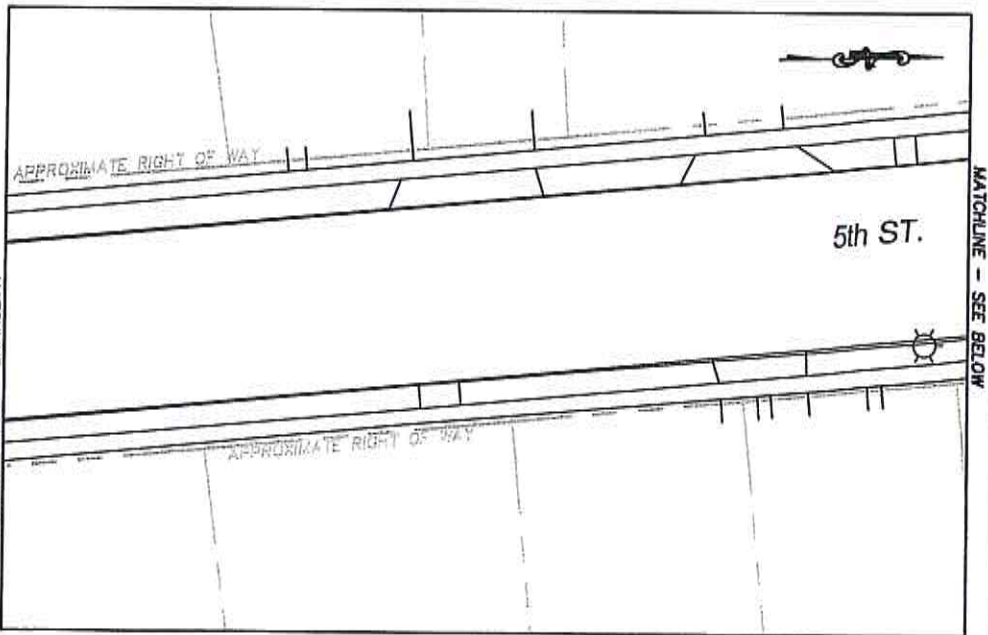
GENERAL NOTES:

1. NORTH IS ORIENTED TO GRID NORTH FROM GPS OBSERVATION.
2. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 (NAD83/2011), NEW YORK STATE PLANE LONG ISLAND ZONE 3104.

THE ALTERATION OF THIS MATERIAL, IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL (I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR

GENERAL NOTES:

3. INFORMATION SHOWN HEREON IS FROM A FIELD SURVEY COMPLETED BY M.J. ENGINEERING AND LAND SURVEYING, P.C. IN JANUARY 2017.
4. THE SHED AND PIER SHOWN ON SHEET 10 OF 10 ARE APPROXIMATE LOCATIONS AND WERE NOT SURVEYED.
5. UNAUTHORIZED ALTERATIONS OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYORS SEAL AND SIGNED WITH RED INK SHALL NOT BE CONSIDERED TO BE VALID COPIES.



PROJECT MANAGER: JSJ
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JLC
 CHECKED BY: GMR

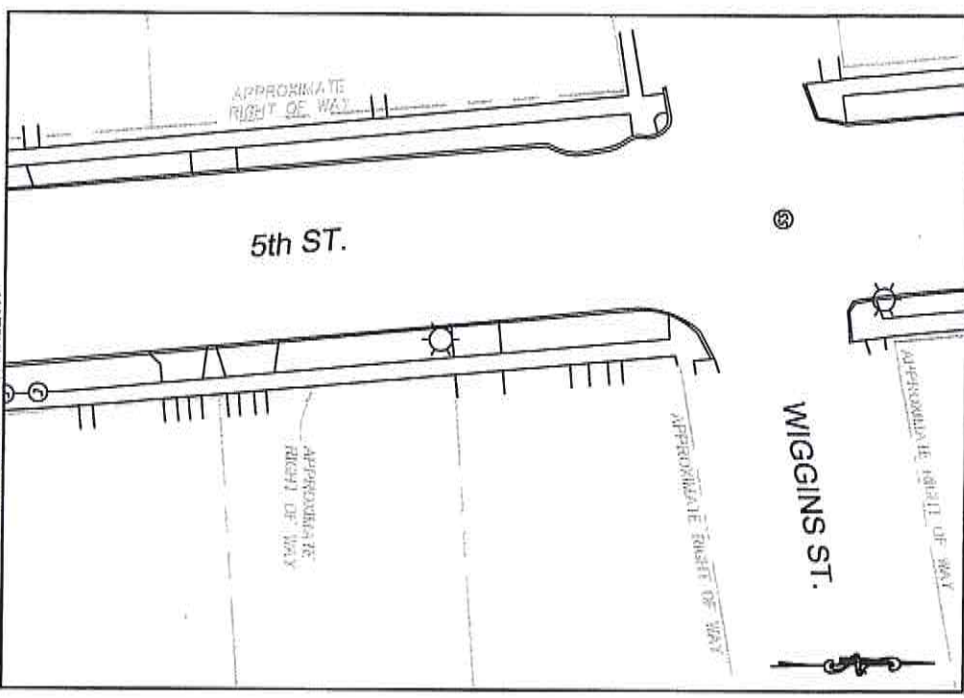


BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHDOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT NO.:
 NJ PROJECT NO.: 1728.05
 DATE: 03/21/2017

1 OF 8

MATCHLINE - SEE SHEET 1 OF 8

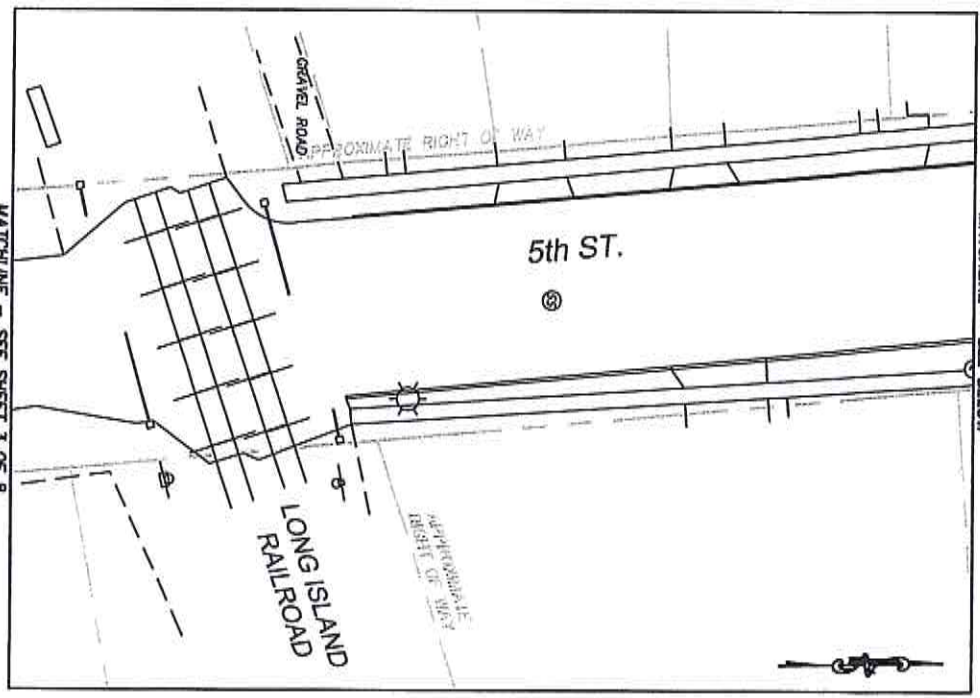


THE ALTERATION OF THIS MATERIAL IN ANY WAY UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "X" MISDEMEANOR.

MATCHLINE - SEE ABOVE



MATCHLINE - SEE BELOW



MATCHLINE - SEE SHEET 3 OF 8

PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JLC
 CHECKED BY: GMR

SEA



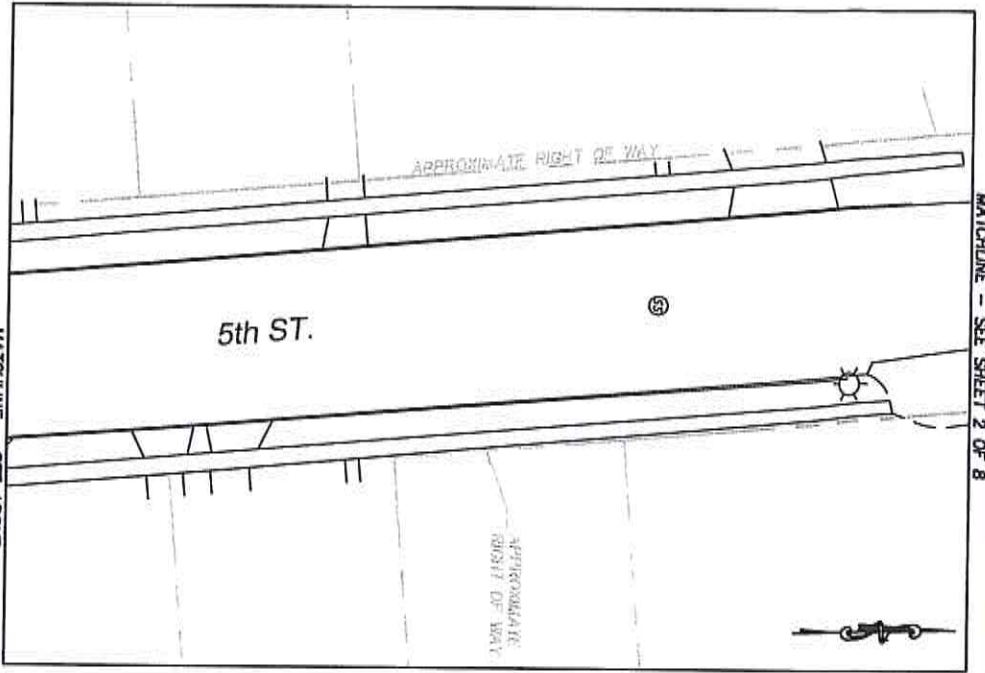
**Engineering and
 Land Surveying, P.C.**
 1533 Crescent Road - Clifton Park, NY 12055

BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

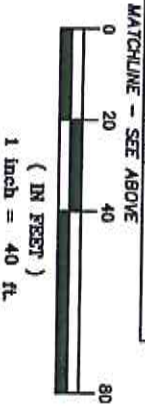
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 CONTRACT NO.:
 AL PROJ. NO.: 1258.05
 DATE: 09/21/2017

2 OF 8

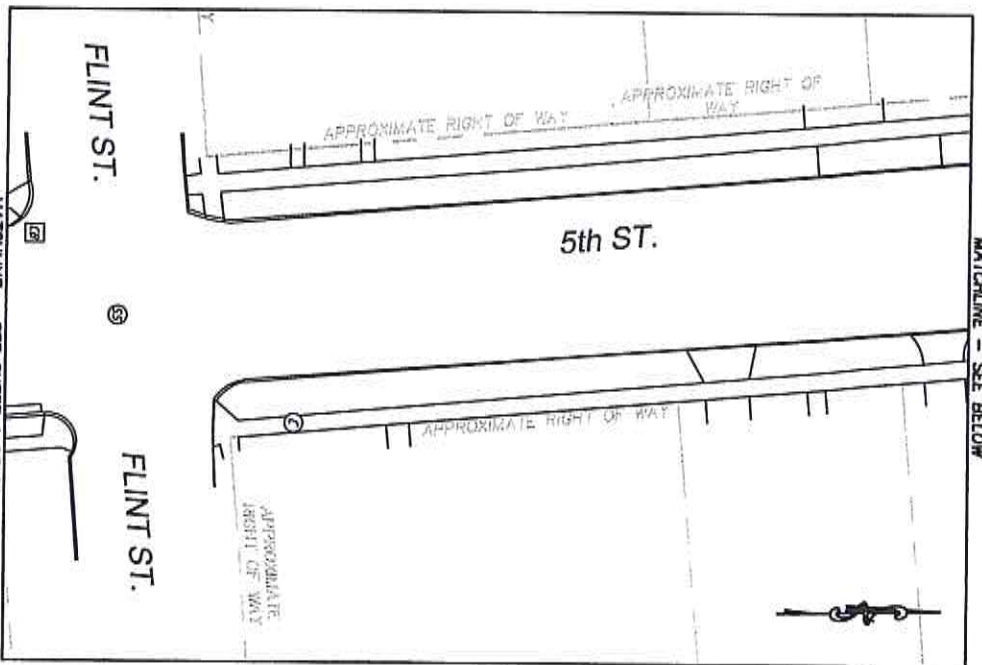
MATCHLINE - SEE SHEET 2 OF 8



THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL ENGINEER OR ARCHITECT, IS PROHIBITED FOR AN ENGINEER OR ARCHITECT FOR A LANDSCAPE ARCHITECT IN COMPLIANCE WITH THE NEW YORK STATE EDUCATION LAW AND REGULATIONS AND IS A CLASS 'X' MISDEMEANOR.



MATCHLINE - SEE BELOW



PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JLC
 CHECKED BY: GMR

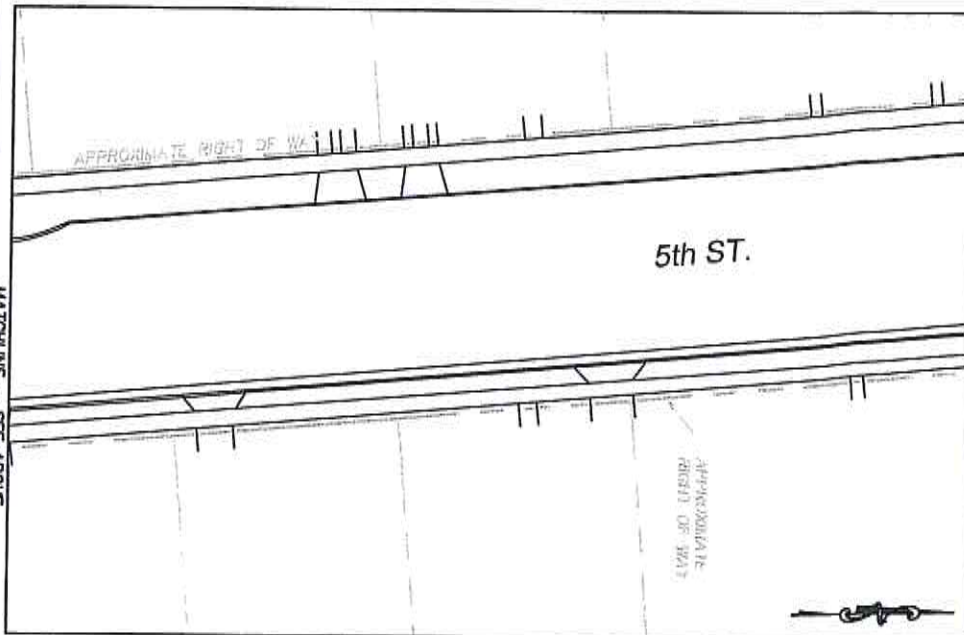


BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHDOLD
 SUFFOLK COUNTY
 NEW YORK

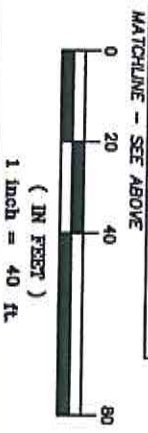
SCALE 1" = 40'
 CONTRACT No.:
 AL PROJ No.: 1226.05
 DATE: 02/12/07

3 OF 8

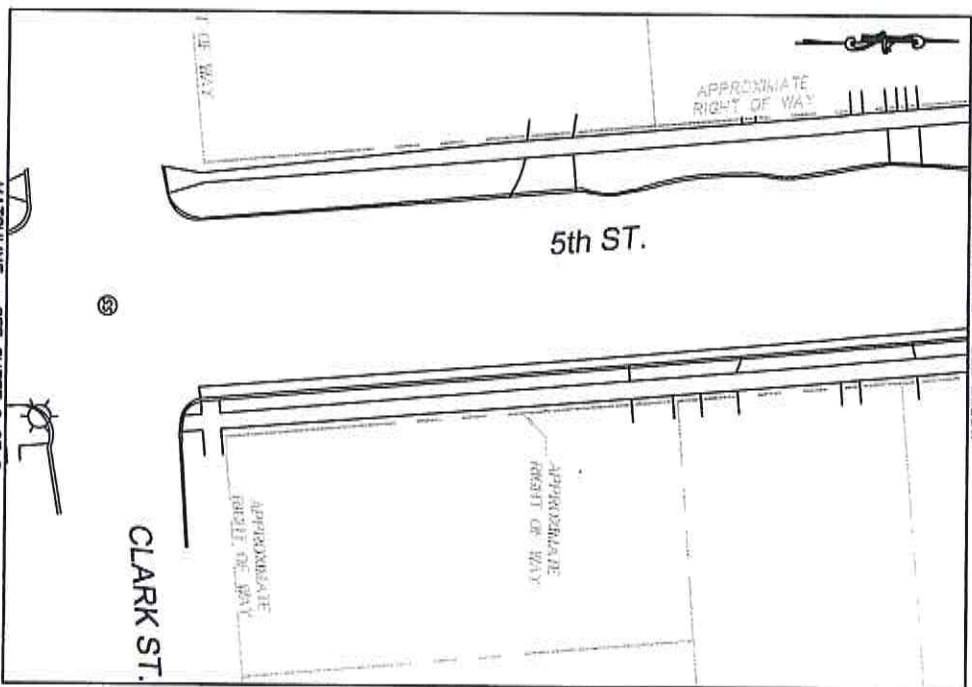
MATCHLINE - SEE SHEET 4 OF 8



THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS PROVIDED UNDER THE DIRECTION OF A COMPETENT PROFESSIONAL ENGINEER OR ARCHITECT, IS PROHIBITED. THE ARCHITECT OR ARCHITECT-ENGINEER FOR A LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT IS NOT A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT UNDER THE NEW YORK STATE EDUCATION LAW AND REGULATIONS AND IS A CLASS "X" MISDEMEANOR.



MATCHLINE - SEE BELOW



MATCHLINE - SEE SHEET 6 OF 8

PROJ. MANAGER JGM
 CHIEF DESIGNER
 DESIGNED BY
 DRAWN BY J.C.
 CHECKED BY GJR

SEAL

BL ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING
 Companies
 271 Madison Ave., Suite 1401
 New York, NY 10017
 (212) 350-0000

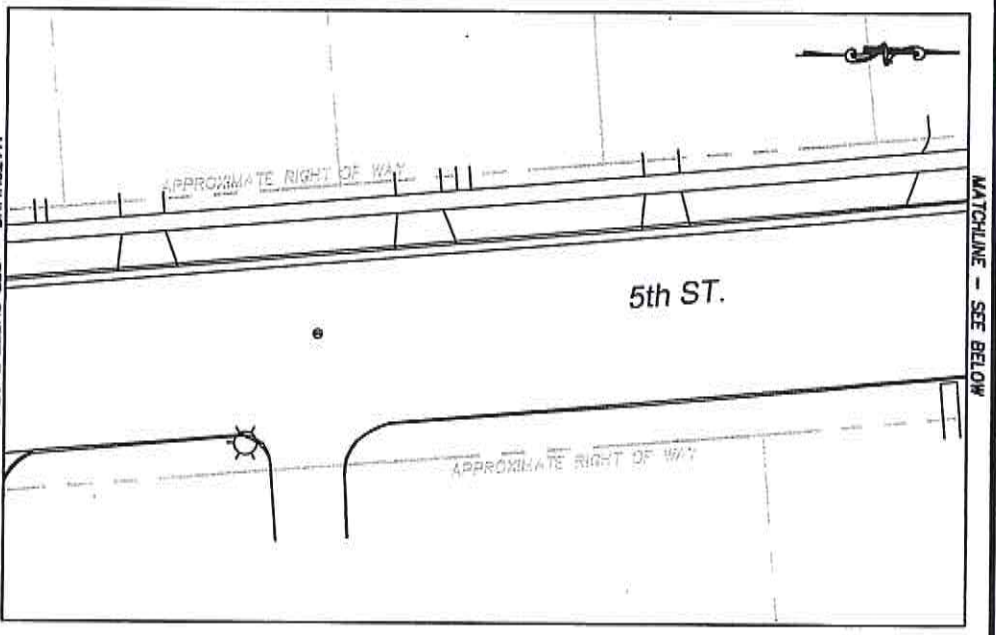
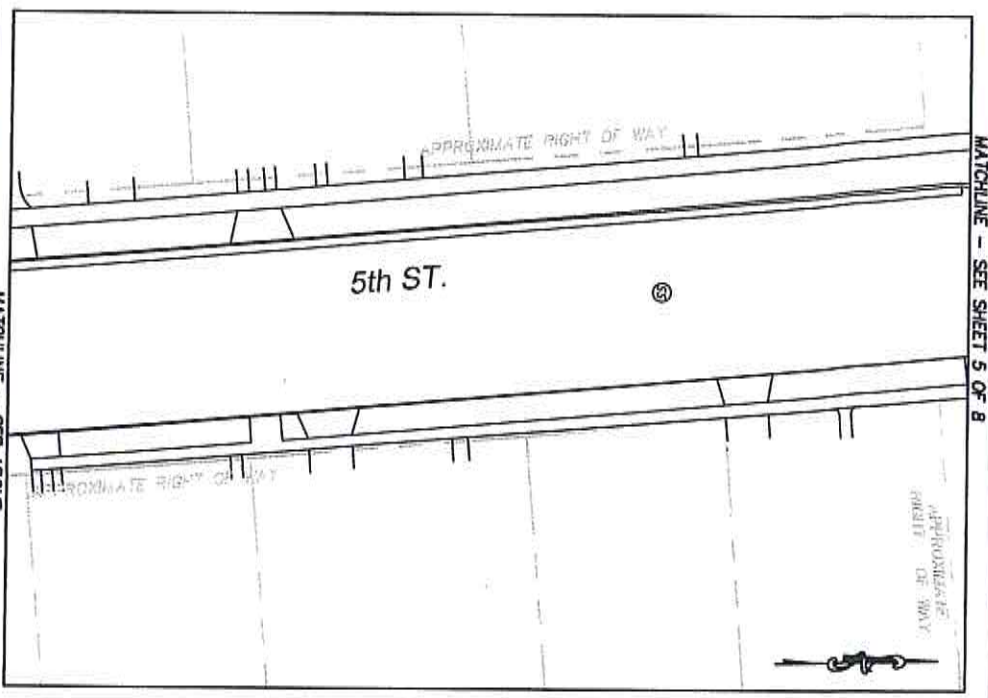


**Engineering and
 Land Surveying, P.C.**
 1533 Crescent Road - Clifton Park, NY 12065

BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE 1" = 40'
 CONTRACT No.
 MJ PROJ. No. 1226-05
 DATE 02/1/2017
5 OF 8

THE ALTERATION OF THIS MATERIAL, IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS X MISDEMEANOR.



PROJ. MANAGER: JSM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JLC
 CHECKED BY: GMR

SEAL

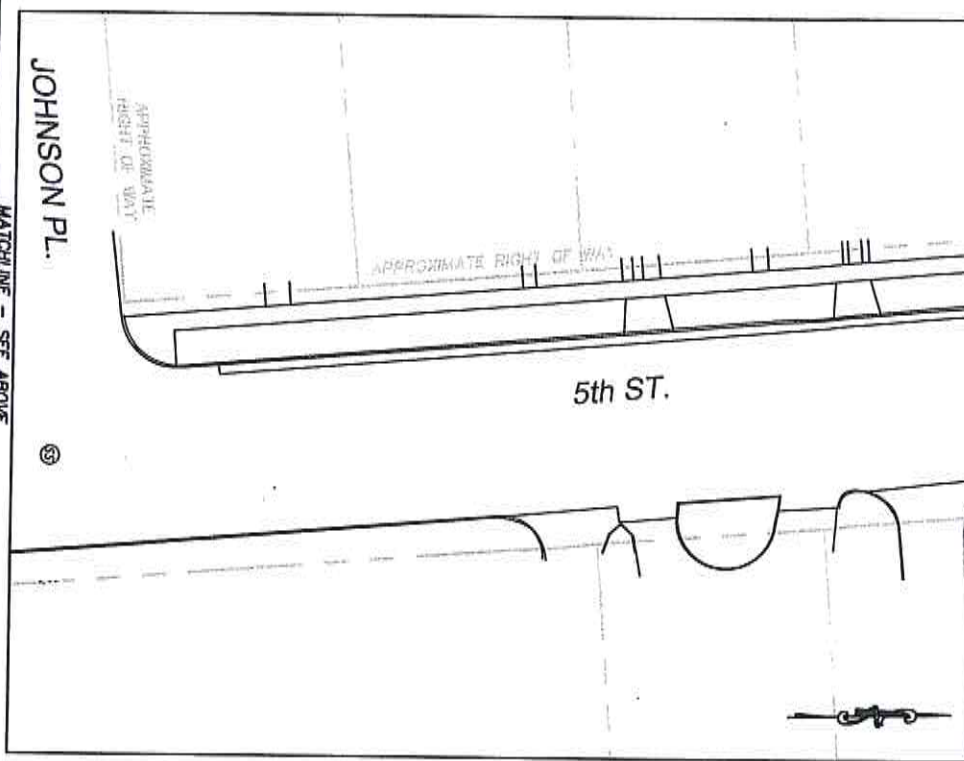
BL ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING
 Companies
 224 Madison Ave., Suite 1411
 New York, NY 10017
 (212) 529-6242

M
 Engineering and
 Land Surveying, P.C.
 1533 Crestent Road - Clifton Park, NY 12065

BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT NO.:
 LU PROJ. NO.: 1226 05
 DATE: 03/21/2017
6 OF 8

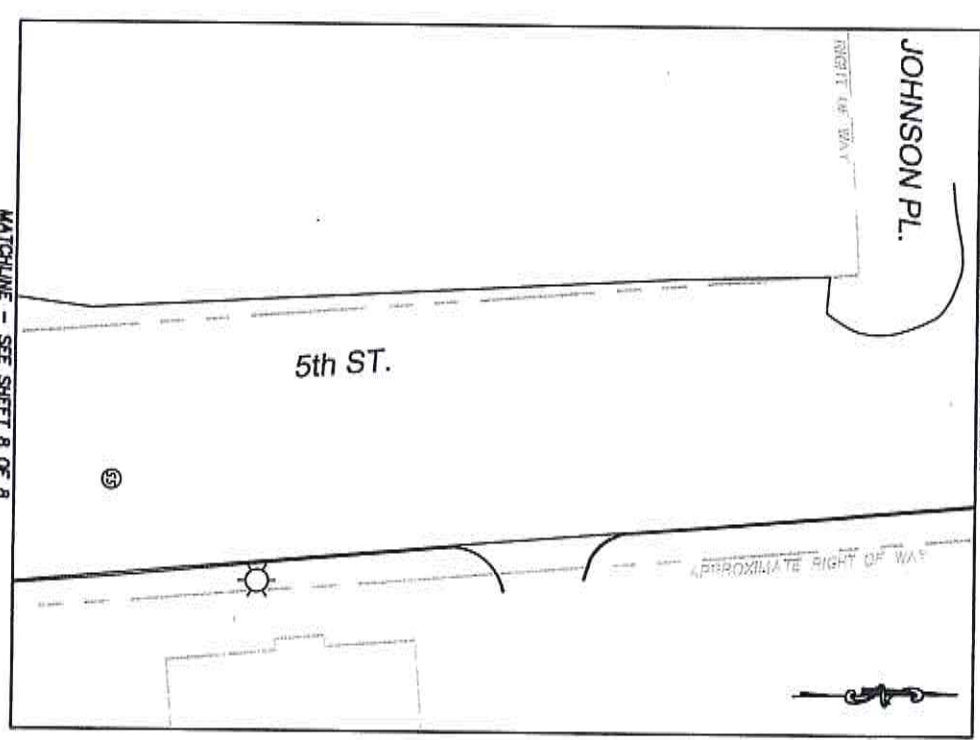
MATCHLINE - SEE SHEET 6 OF 8



THE ALTERATION OF THIS MATERIAL, IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPETENT PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "X" MISDEMEANOR

MATCHLINE - SEE ABOVE

MATCHLINE - SEE BELOW



MATCHLINE - SEE SHEET 8 OF 8

PROJ. MANAGER: JCM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JLC
 CHECKED BY: GMR

SCALE

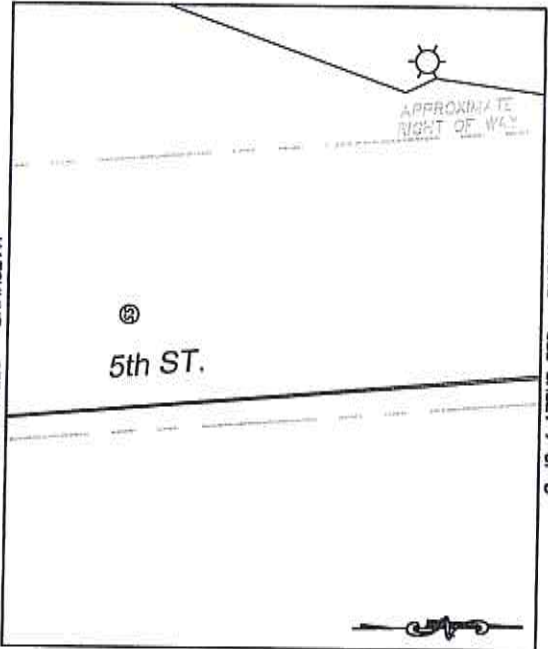


1533 Crescent Road - Clifton Park, NY 12065
 SUFFOLK COUNTY
 TOWN OF SOUTHDOLD
 NEW YORK

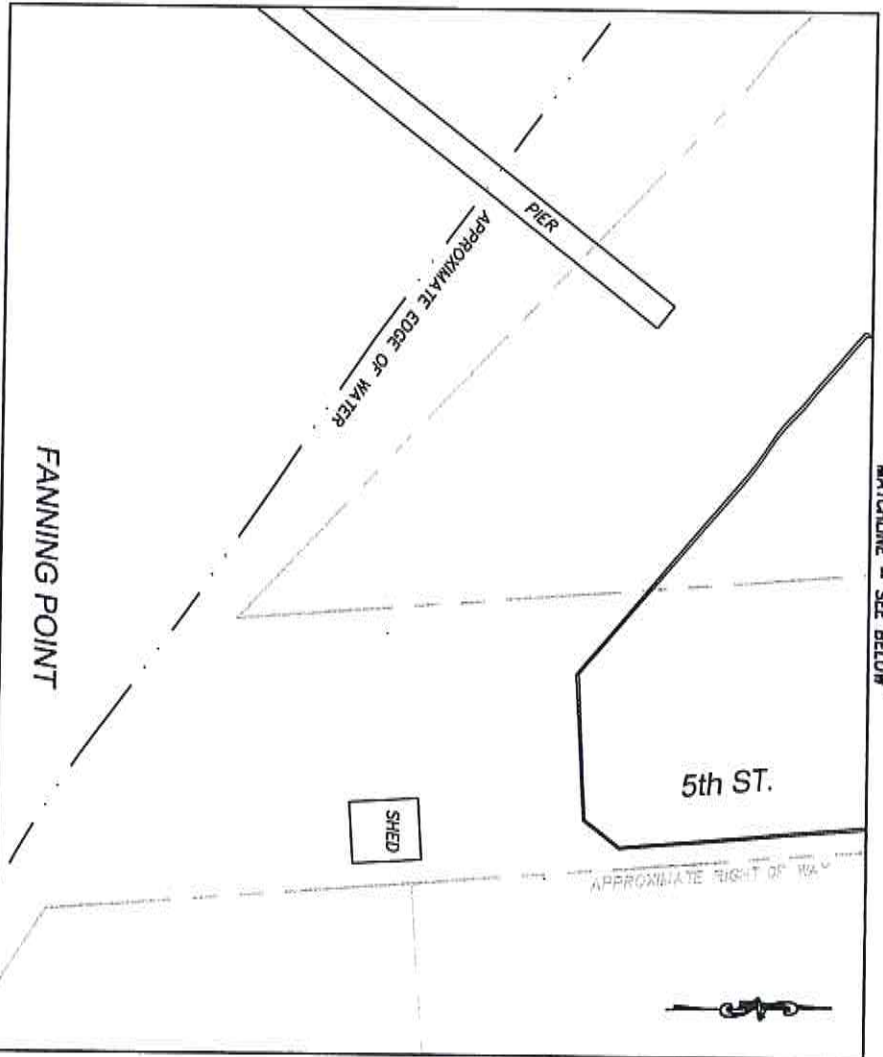
BL COMPANIES
 EXHIBIT A
 THE VILLAGE OF GREENPORT

SCALE 1"=40'
 CONTRACT No.
 AL PROJ. No. 1236.05
 DATE: 03/21/2017

7 OF 8



THE ALTERATION OF THIS MATERIAL IN ANY WAY UNLESS DONE UNDER THE DIRECTION OF A COMPAREABLE PROFESSIONAL (I.E.) ARCHITECT FOR AN ARCHITECT ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "X" MISDEMEANOR.



| |
|---------------------|
| PROJ. MANAGER - JSM |
| CHIEF DESIGNER - |
| DESIGNED BY - |
| DRAWN BY - JLC |
| CHECKED BY - GMR |
| SEAL |



Engineering and
Land Surveying, P.C.
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BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
TOWN OF SOUTHWOLD
SUFFOLK COUNTY
NEW YORK

| |
|------------------------|
| SCALE 1"=40' |
| CONTRACT NO. - |
| BL PROJ. NO. - 1225.05 |
| DATE: 02/21/2017 |

8 OF 8

Exhibit B
"Utility Easement Area"

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS 7. MISDEMEANOR

PROJ. MANAGER: JSM
 CHIEF DESIGNER:
 DESIGNED BY: JLC
 DRAWN BY: JLC
 CHECKED BY: GWT



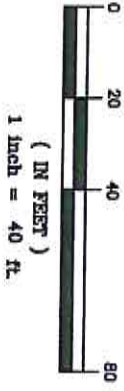
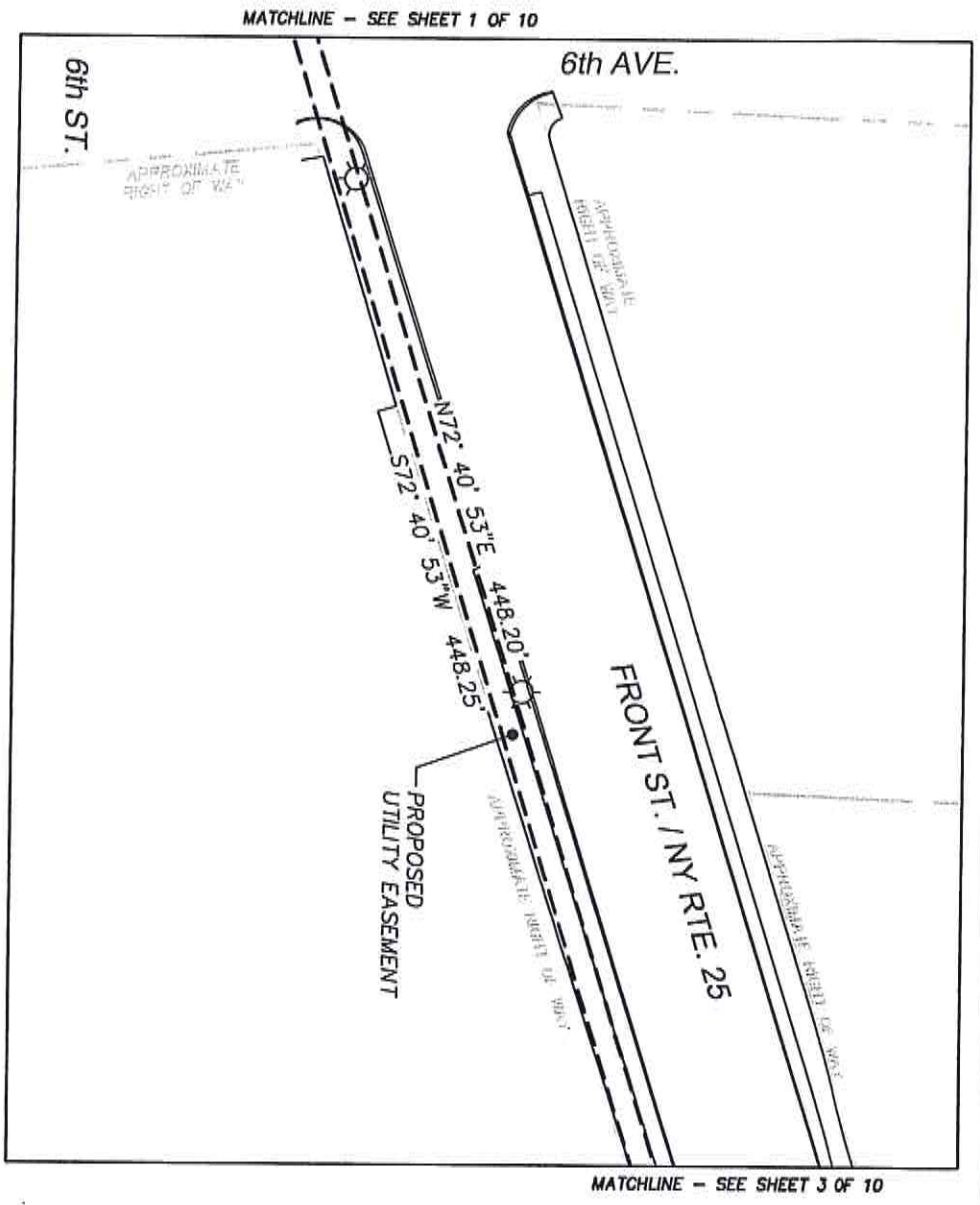
BL COMPANIES
 ARCHITECTURE
 ENGINEERING
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 LAND SURVEYING
 201 Madison Ave., 5th Fl. 1017
 New York, NY 10017
 (212) 252-8500



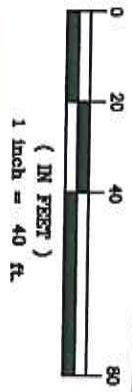
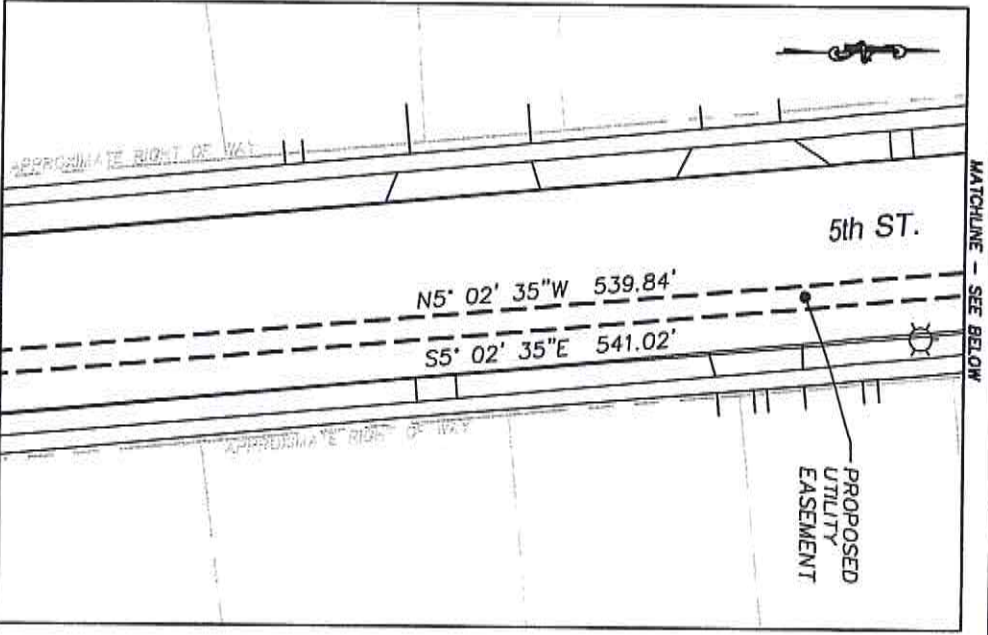
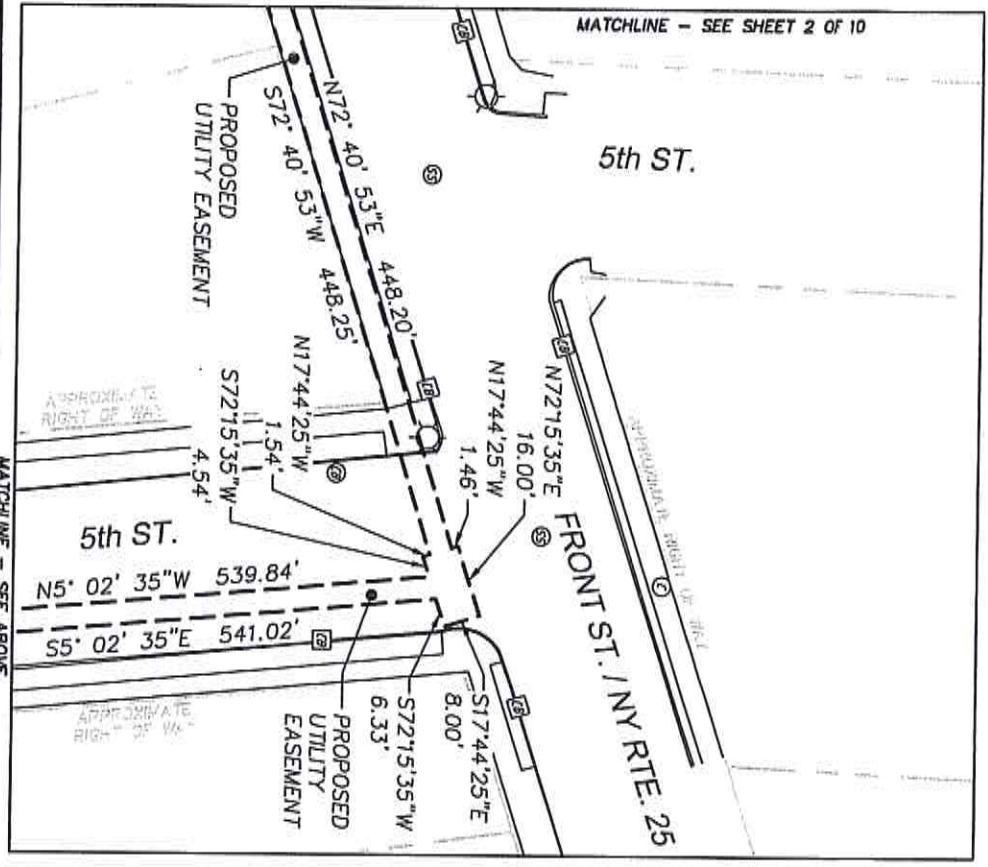
M Engineering and
 Land Surveying, P.C.
 1533 Crescent Road - Clifton Park, NY 12065

BL COMPANIES
PROPOSED UTILITY EASEMENT
TO BE GRANTED TO LIPA
IN THE VILLAGE OF GREENPORT
 TOWN OF SOUTHWOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT NO.:
 INSTRUMENT NO.: 1286 06
 DATE: 03/20/2017
2 OF 10



THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FROM A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS X MISDEMEANOR.



PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: ALC
 CHECKED BY: GMR



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 LAND SURVEYING
 217 Madison Ave., 11th Fl.
 New York, NY 10018
 (212) 750-6000

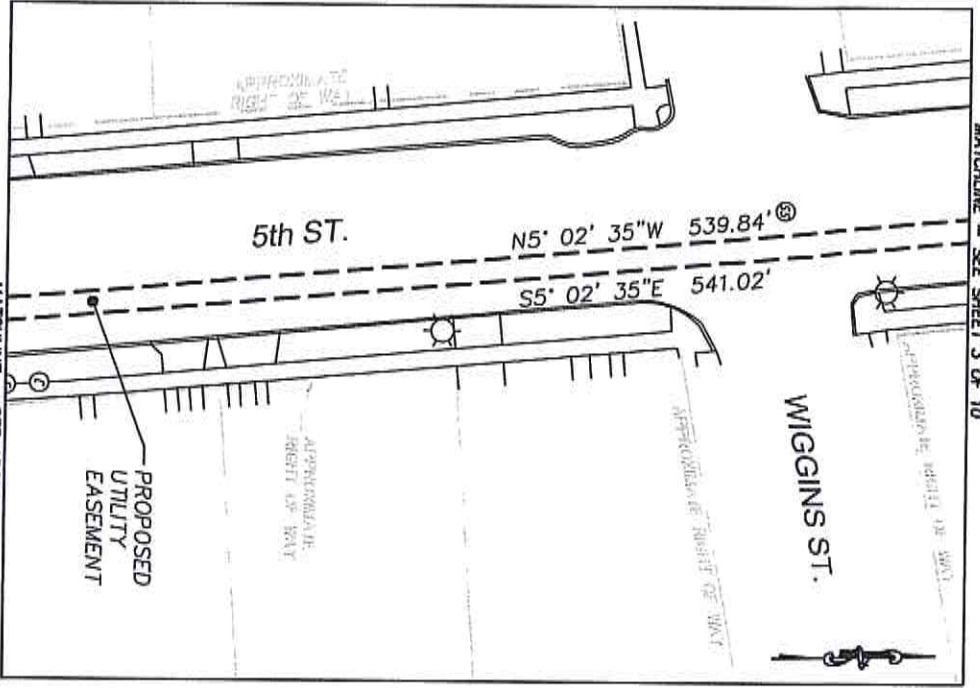


**Engineering and
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 1533 Cresswell Road - Clifton Park, NY 12065

**BL COMPANIES
 PROPOSED UTILITY EASEMENT
 TO BE GRANTED TO LIPA
 IN THE VILLAGE OF GREENPORT**
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT No.:
 AL PROJ. No.: 1236.05
 DATE: 03/20/17
3 OF 10

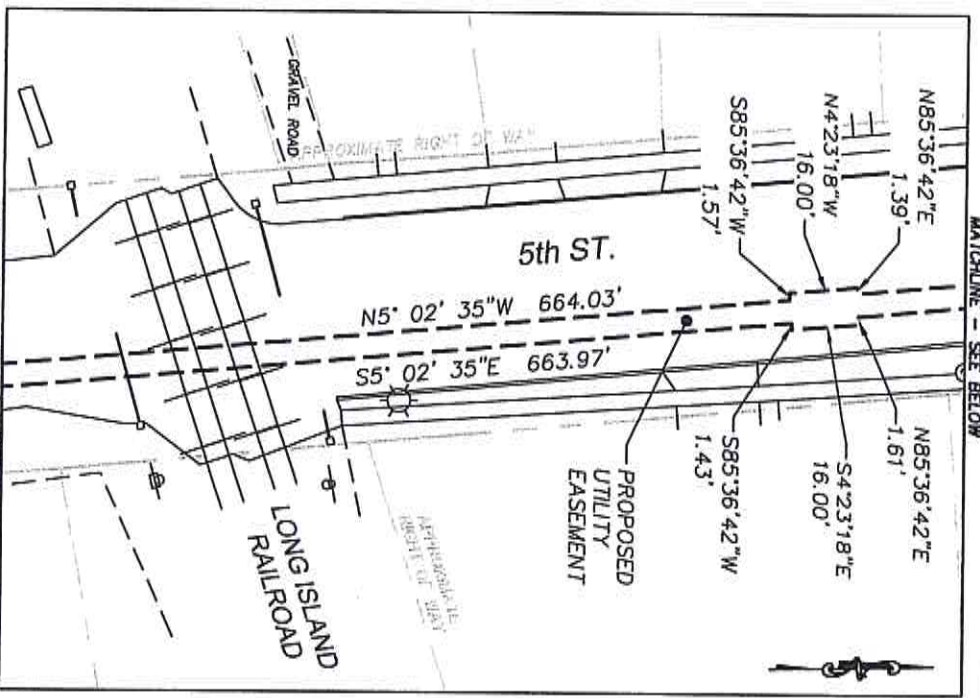
MATCHLINE - SEE SHEET 3 OF 10



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MATCHLINE - SEE BELOW



PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JLC
 CHECKED BY: GJR



BL Companies
 ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING
 224 Madison Ave., Suite 1201B
 New York, NY 10017
 (212) 512-5451

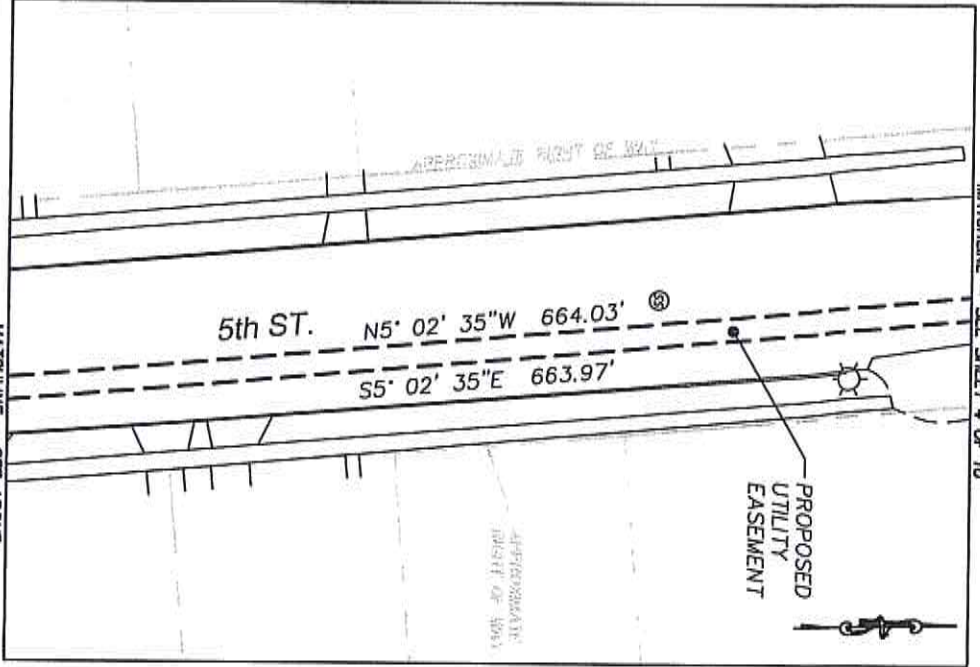


**Engineering and
 Land Surveying, P.C.**
 1533 Crescent Road - Clifton Park, NY 12065

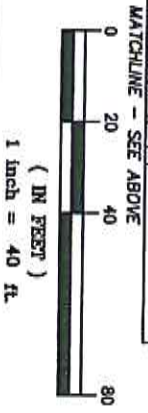
**BL COMPANIES
 PROPOSED UTILITY EASEMENT
 TO BE GRANTED TO LIPA
 IN THE VILLAGE OF GREENPORT
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK**

SCALE: 1"=40'
 CONTRACT No.:
 AL PROJ. No.: 1226.05
 DATE: 03/20/2017
4 OF 10

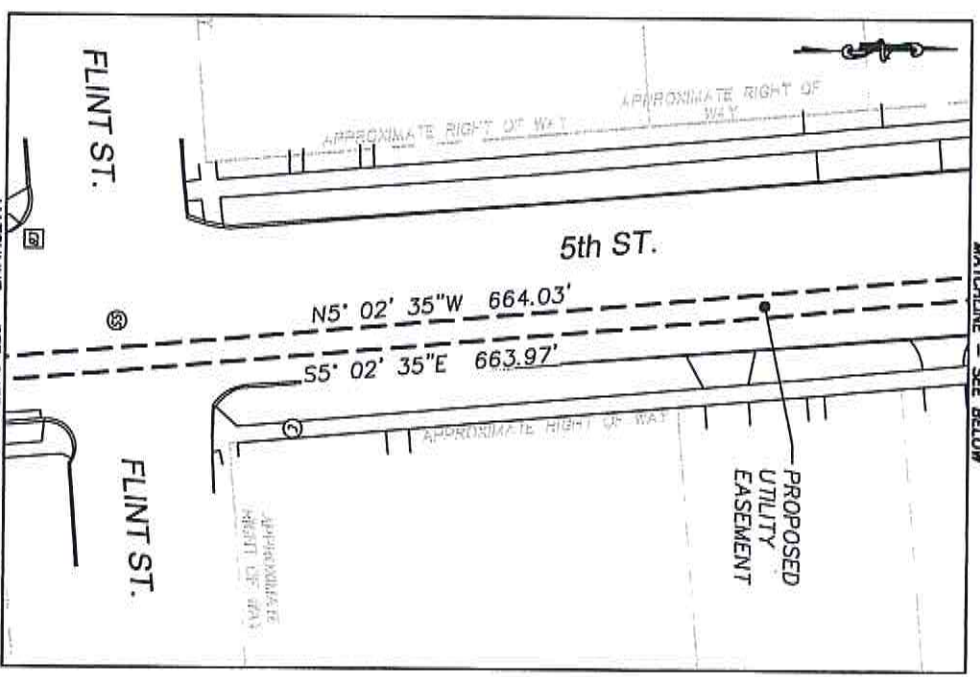
MATCHLINE - SEE SHEET 4 OF 10



THE ALTERATION OF THIS MATERIAL IN ANY WAY UNLESS DONE UNDER THE DIRECTION OF A REGISTERED PROFESSIONAL, I.E., ARCHITECT FOR AN ARCHITECT OR ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS 'X' MISDEMEANOR



MATCHLINE - SEE BELOW



PROJ. MANAGER: JON
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: ALC
 CHECKED BY: GUR

STATE OF NEW YORK
 SEAL
 BOARD OF SURVEYORS & MAPPERS

BL COMPANIES
 ARCHITECTURE
 ENVIRONMENTAL
 LAND SURVEYING
 201 Madison Ave. Suite 1001
 10017 New York, NY

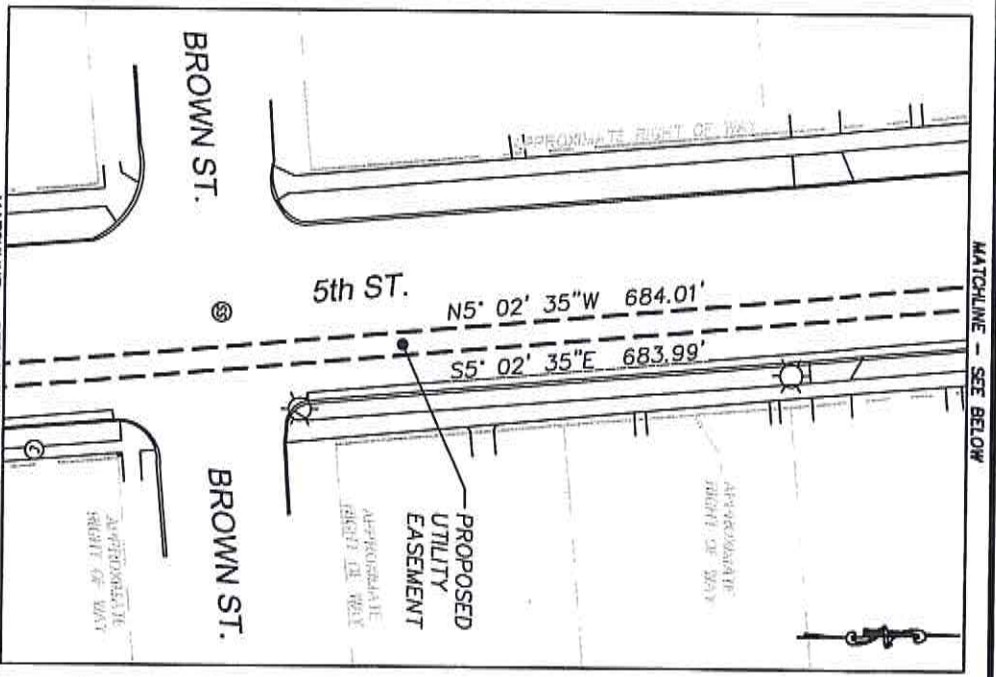
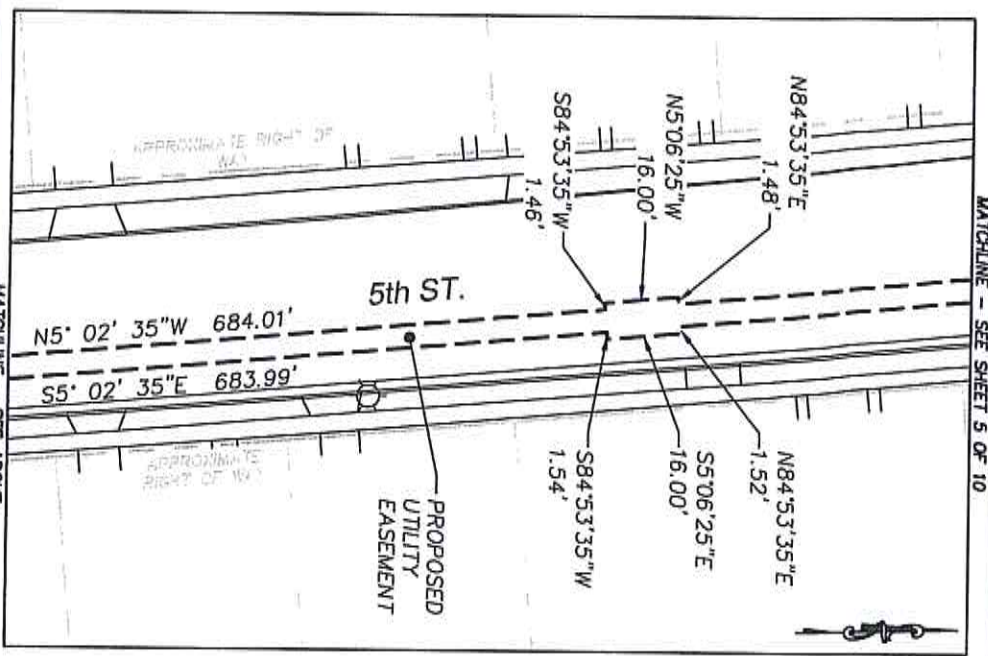
M
 Engineering and
 Land Surveying, P.C.
 1533 Crescent Road - Clifton Park, NY 12065

BL COMPANIES
**PROPOSED UTILITY EASEMENT
 TO BE GRANTED TO LIPA
 IN THE VILLAGE OF GREENPORT**
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1"=40'
 CONTRACT NO.:
 AL PROJ. No.: 1226.05
 DATE: 03/20/2017

5 OF 10

THE ALTERATION OF THIS MATERIAL, IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, ME I ARCHITECT FOR AN ARCHITECT, ENGINEER, LAND SURVEYOR OR LANDSCAPE ARCHITECT, FOR A UTILITY EASEMENT, IS A VIOLATION OF THE NEW YORK STATE EASEMENT ON LAND AND IS A CLASS "A" MISDEMEANOR.



MATCHLINE - SEE SHEET 7 OF 10

MATCHLINE - SEE SHEET 5 OF 10

MATCHLINE - SEE BELOW

PROJ. MANAGER: JSM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JJC
 CHECKED BY: GMR



BL COMPANIES
 ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING
 218 Madison Ave., 5th Fl. 10177
 New York, NY 10017
 (212) 251-2540



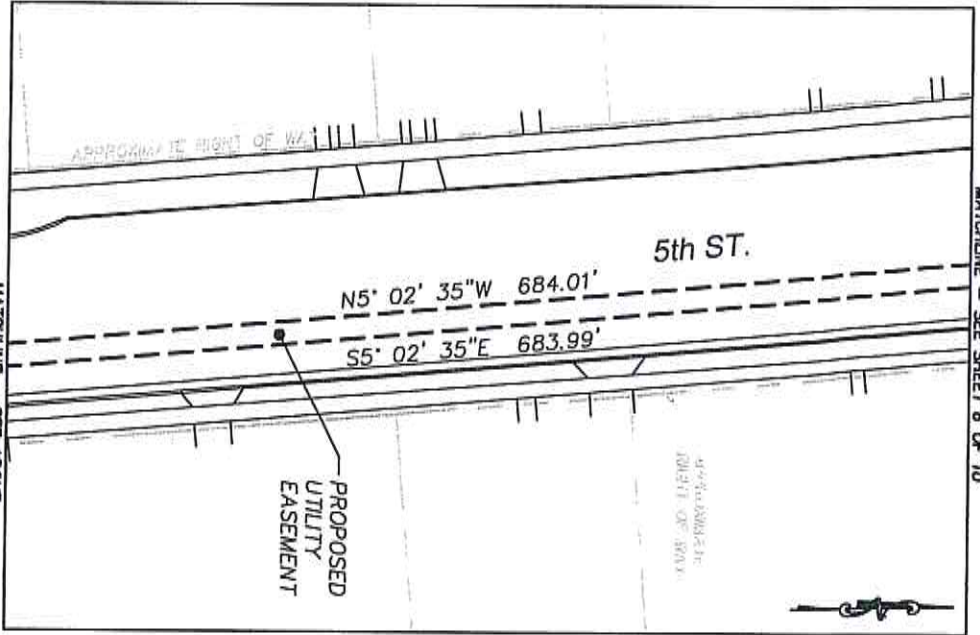
**Engineering and
 Land Surveying, P.C.**
 1533 Crescent Road - Clifton Park, NY 12065

BL COMPANIES
**PROPOSED UTILITY EASEMENT
 TO BE GRANTED TO LIPA
 IN THE VILLAGE OF GREENPORT**
 TOWN OF SOUTHDOLD
 SUFFOLK COUNTY
 NEW YORK

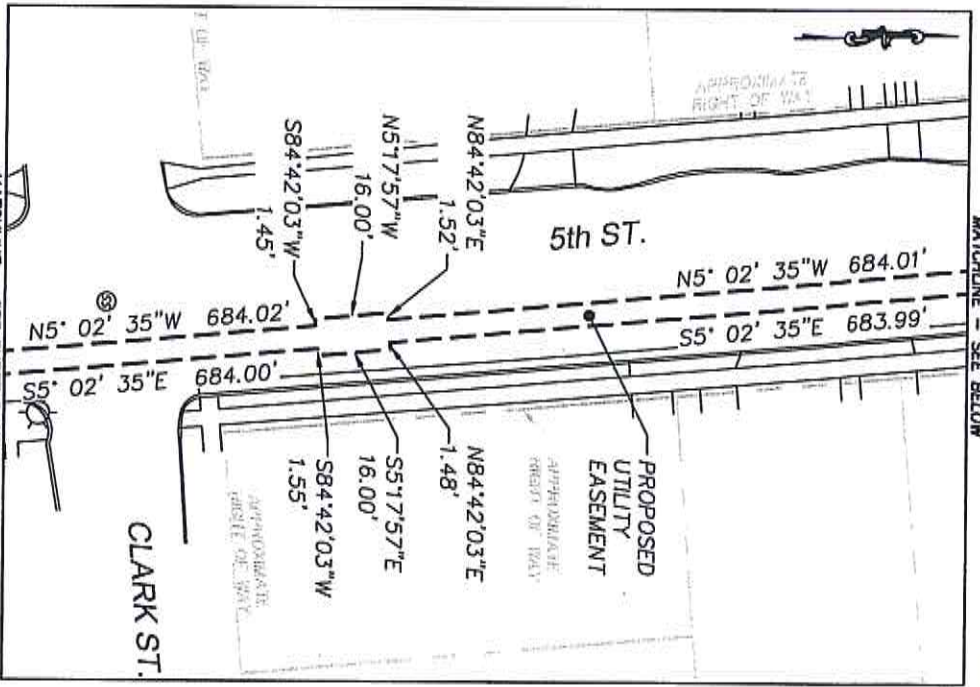
SCALE: 1"=40'
 CONTRACT NO.: 1228 06
 DATE: 03/20/17

6 OF 10

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS X MISDEMEANOR



MATCHLINE - SEE SHEET 6 OF 10



MATCHLINE - SEE BELOW

PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY: J.C.
 DRAWN BY: GJR
 CHECKED BY: GJR



BL COMPANIES
 ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING
 375 Madison Ave., Suite 1401
 New York, NY 10017
 (212) 250-0400

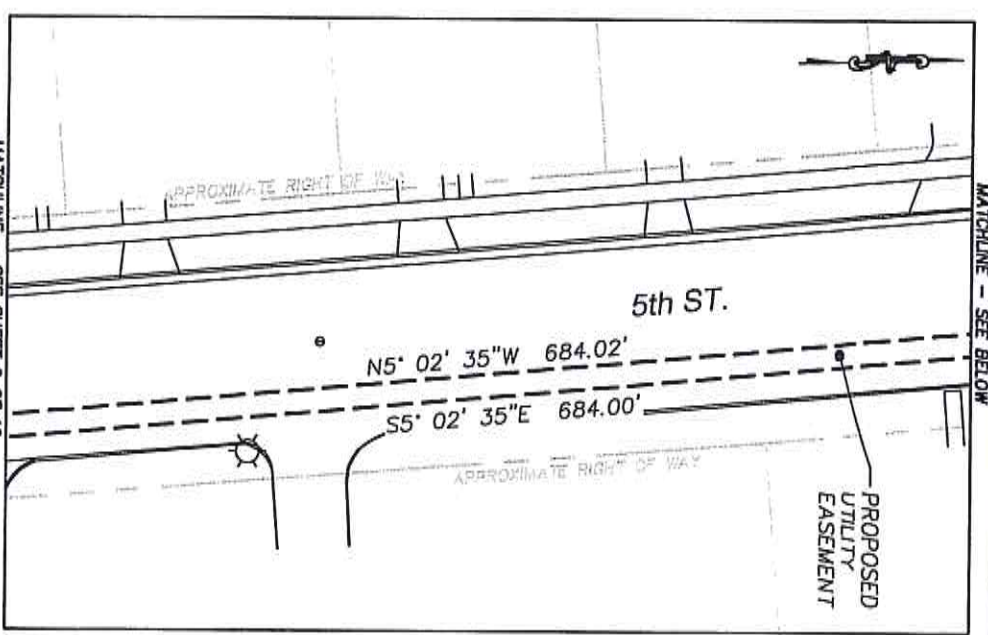
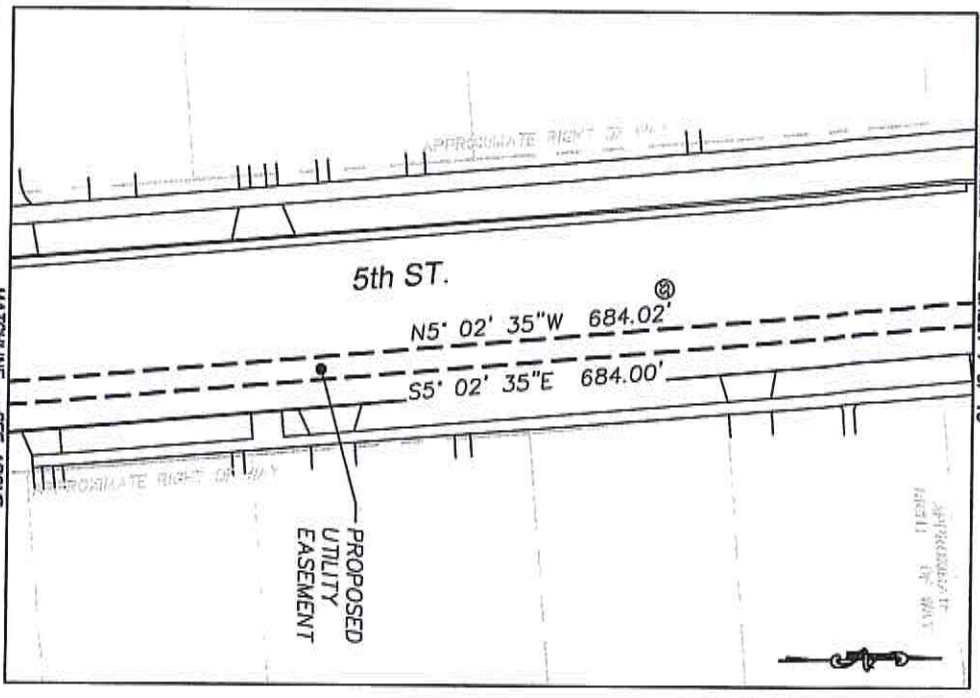
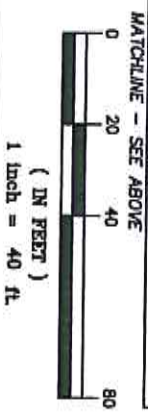


M Engineering and Land Surveying, P.C.
 1533 Crescent Road - Clifton Park, NY 12065

BL COMPANIES
PROPOSED UTILITY EASEMENT TO BE GRANTED TO LIPA IN THE VILLAGE OF GREENPORT
 TOWN OF SOUTHWOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT NO.:
 AL PROJ. NO.: 1206.05
 DATE: 03/20/07
7 OF 10

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MATCHLINE - SEE SHEET 7 OF 10

MATCHLINE - SEE BELOW

PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: A.C.
 CHECKED BY: GUR



BL COMPANIES
 ARCHITECTURE
 ENGINEERING
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 LAND SURVEYING
 171 Hudson Street, 11th Floor
 New York, NY 10014
 212.254.5444



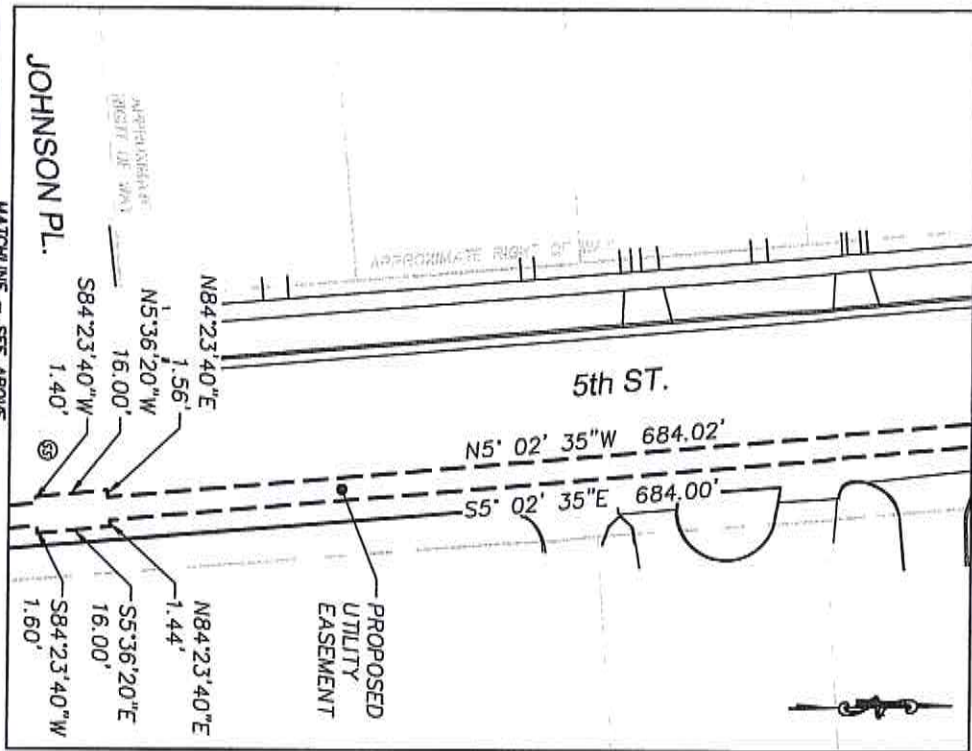
**Engineering and
 Land Surveying, P.C.**
 1533 Crosswell Road - Clifton Park, NY 12065

BL COMPANIES
**PROPOSED UTILITY EASEMENT
 TO BE GRANTED TO LIPA
 IN THE VILLAGE OF GREENPORT**
 TOWN OF SOUTHWOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT NO.:
 ALP PROJ. NO.: 1226.05
 DATE: 03/20/2017

8 OF 10

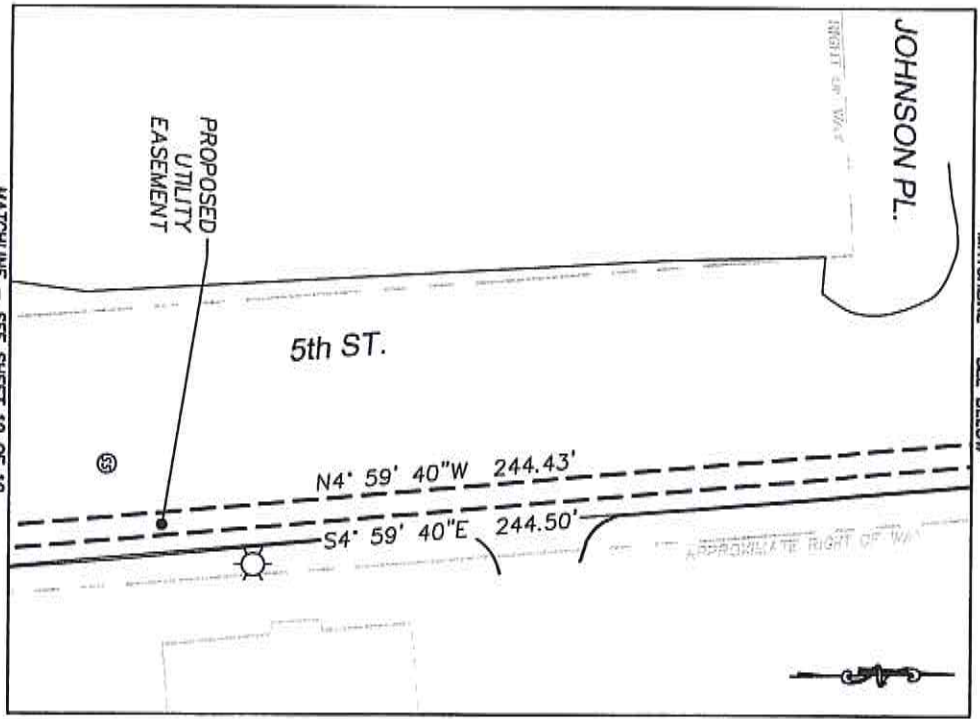
MATCHLINE - SEE SHEET 8 OF 10



THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPETENT PROFESSIONAL, IS AN ARCHITECT FOR AN ARCHITECT, PROFESSIONAL ENGINEER OR LANDSCAPE ARCHITECT FOR AN ARCHITECT, AS A VIOLATION OF THE NEW YORK STATE EMBROIDERED LAW AND/OR REGULATIONS AND IS A CLASS "X" INFRACTION.

MATCHLINE - SEE ABOVE

MATCHLINE - SEE BELOW



MATCHLINE - SEE SHEET 10 OF 10

PROJ. MANAGER - JSM
 CHIEF DESIGNER - JSM
 DESIGNED BY - JIC
 DRAWN BY - GJM
 CHECKED BY - GJM



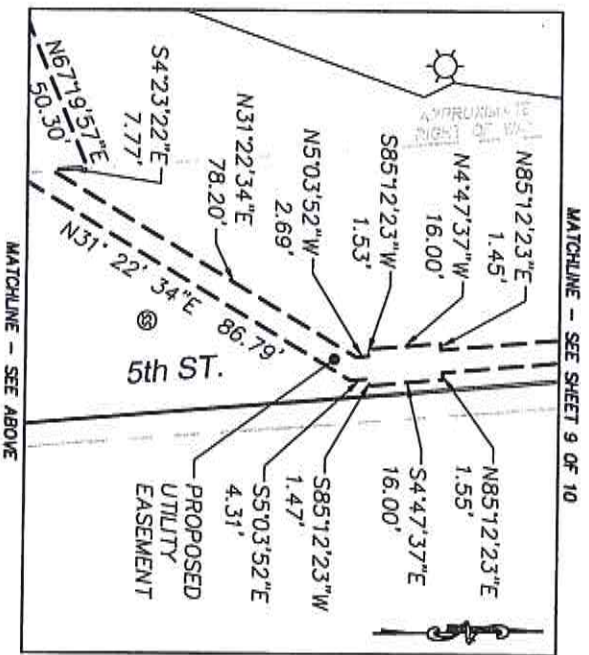
BL Companies
 ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING
 27 Madison Ave. Ste 141
 New York, NY 10017
 (212) 250-2500



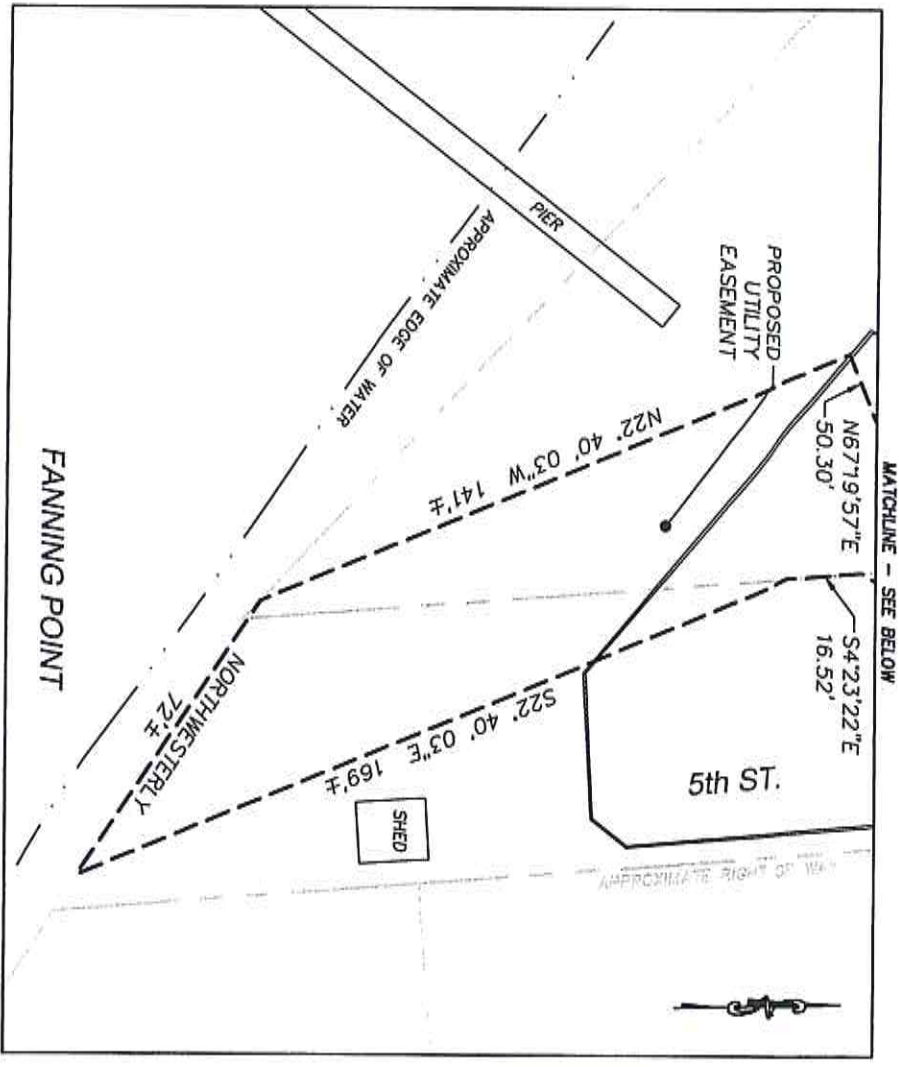
Engineering and Land Surveying, P.C.
 1533 Crescent Road - Clifton Park, NY 12065

BL COMPANIES
PROPOSED UTILITY EASEMENT TO BE GRANTED TO LIPA IN THE VILLAGE OF GREENPORT
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1"=40'
 CONTRACT NO.:
 LIPROJL NO.: 1226.05
 DATE: 03/20/2017
9 OF 10



THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.



PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: A.C.
 CHECKED BY: GMR



BL COMPANIES
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 LAND SURVEYING
 371 Lakeside Drive, Suite 1011
 New York, NY 10018
 (212) 224-4440



**Engineering and
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 1533 Cresswell Road - Clifton Park, NY 12065

BL COMPANIES
**PROPOSED UTILITY EASEMENT
 TO BE GRANTED TO LIPA
 IN THE VILLAGE OF GREENPORT**
 TOWN OF SOUTHWOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT NO.:
 ALP PROJ. NO.: 1286.05
 DATE: 03/20/2017
10 OF 10

UTILITY EASEMENT THROUGH ALL THAT TRACT, PIECE OR PARCEL of land situate in the Village of Greenport, Town of Southold, County of Suffolk, State of New York and being further bounded and described as follows:

BEGINNING at a point in the Right of Way of New York State Route 25, also known as Front Street, on the division line between the Town of Southold on the west and the Village of Greenport on the east, said point having a coordinate of North of 344,402.78 and East of 1,434,001.39, approximate location based on GIS Suffolk County Tax Maps, said point being referenced to the North American Datum of 1983, New York State Plane Coordinate System, Long Island Zone;

Thence through the Right of Way of said New York State Route 25 and The Right of Way of Fifth Street the following Sixty-one (61) courses and distances:

- 1: North 72° 47' 23" East a distance of 156 feet more or less to a point;
- 2: North 72° 40' 53" East a distance of 448.20 feet to a point;
- 3: North 17° 44' 25" West a distance of 1.46 feet to a point;
- 4: North 72° 15' 35" East a distance of 16.00 feet to a point;
- 5: South 17° 44' 25" East a distance of 8.00 feet to a point;
- 6: South 72° 15' 35" West a distance of 6.33 feet to a point;
- 7: South 05° 02' 35" East a distance of 541.02 feet to a point;
- 8: North 85° 36' 42" East a distance of 1.61 feet to a point;
- 9: South 04° 23' 18" East a distance of 16.00 feet to a point;
- 10: South 85° 36' 42" West a distance of 1.43 feet to a point;
- 11: South 05° 02' 35" East a distance of 663.97 feet to a point;
- 12: North 84° 53' 35" East a distance of 1.52 feet to a point;
- 13: South 05° 06' 25" East a distance of 16.00 feet to a point;
- 14: South 84° 53' 35" West a distance of 1.54 feet to a point;
- 15: South 05° 02' 35" East a distance of 683.99 feet to a point;
- 16: North 84° 42' 03" East a distance of 1.48 feet to a point;
- 17: South 05° 17' 57" East a distance of 16.00 feet to a point;
- 18: South 84° 42' 03" West a distance of 1.55 feet to a point;

- 19: South 05° 02' 35" East a distance of 684.00 feet to a point;
- 20: North 84° 23' 40" East a distance of 1.44 feet to a point;
- 21: South 05°36' 20" East a distance of 16.00 feet to a point;
- 22: South 84° 23' 40" West a distance of 1.60 feet to a point;
- 23: South 04° 59' 40" East a distance of 244.50 feet to a point;
- 24: North 85° 12' 23" East a distance of 1.55 feet to a point;
- 25: South 04° 47' 37" East a distance of 16.00 feet to a point;
- 26: South 85° 12' 23" West a distance of 1.47 feet to a point;
- 27: South 05° 03' 52" East a distance of 4.31 feet to a point;
- 28: South 31° 22' 34" West a distance of 86.79 feet to a point;
- 29: South 04° 23' 22" East a distance of 16.52 feet to a point;
- 30: South 22°40'03" East a distance of 169 feet more or less to a point on the aforementioned Village of Greenport Line, thence;
- 31: Northwesterly along said division line a distance of 72 feet more or less to a point, thence;
- 32: North 22°40'03" West a distance of 141 feet more or less to a point, intending to be parallel to and 40 feet distant to the southwest of course number 30, thence;
- 33: North 67°19'57" East a distance of 50.30 feet to a point;
- 34: South 04° 23' 22" East a distance of 7.77 feet to a point;
- 35: North 31°22'34" East a distance of 78.20 feet to a point;
- 36: North 05° 03' 52" West a distance of 2.69 feet to a point;
- 37: South 85° 12' 23" West a distance of 1.53 feet to a point;
- 38: North 04° 47' 37" West a distance of 16.00 feet to a point;
- 39: North 85° 12' 23" East a distance of 1.45 feet to a point;
- 40: North 04° 59' 40" West a distance of 244.43 feet to a point;
- 41: South 84° 23' 40" West a distance of 1.40 feet to a point;
- 42: North 05° 36' 20" West a distance of 16.00 feet to a point;

- 43: North 84° 23' 40" East a distance of 1.56 feet to a point;
- 44: North 05° 02' 35" West a distance of 684.02 feet to a point;
- 45: South 84° 42' 03" West a distance of 1.45 feet to a point;
- 46: North 05° 17' 57" West a distance of 16.00 feet to a point;
- 47: North 84° 42' 03" East a distance of 1.52 feet to a point;
- 48: North 05° 02' 35" West a distance of 684.01 feet to a point;
- 49: South 84° 53' 35" West a distance of 1.46 feet to a point;
- 50: North 05° 06' 25" West a distance of 16.00 feet to a point;
- 51: North 84° 53' 35" East a distance of 1.48 feet to a point;
- 52: North 05° 02' 35" West a distance of 664.03 feet to a point;
- 53: South 85° 36' 42" West a distance of 1.57 feet to a point;
- 54: North 04° 23' 18" West a distance of 16.00 feet to a point;
- 55: North 85° 36' 42" East a distance of 1.39 feet to a point;
- 56: North 05° 02' 35" West a distance of 539.84 feet to a point;
- 57: South 72° 15' 35" West a distance of 4.54 feet to a point;
- 58: North 17° 44' 25" West a distance of 1.54 feet to a point;
- 59: South 72° 40' 53" West a distance of 448.25 feet to the point;
- 60: South 72° 47' 23" West 158 feet more or less to a point on the first mentioned division line between the Town of Southold on the west and the Village of Greenport on the east, intending to be parallel to and distant 5 feet south of course number 1;
- 61: Northerly along said division line between the Town of Southold on the west and the Village of Greenport on the east a distance of 5.1 more or less to the point and place of beginning.

All bearings are referenced to Grid North.

Exhibit C
Temporary Construction Access License Agreement

TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

This Temporary Construction Access License Agreement (the "Agreement") is made this ___ day of May 2017, and entered into by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944 (the "Village"), and LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553.

RECITALS

WHEREAS the Village is the owner of certain real property located in the Village of Greenport, Suffolk County, New York, 11944, County of Suffolk and State of New York, being more particularly described as "Fifth Street" (the "Village Property"), Village of Greenport, as indicated on the survey attached as Exhibit A hereto and made a part hereof; and

WHEREAS the Long Island Power Authority ("LIPA") is responsible for providing reliable electric service to its service territory in the unincorporated portion of the Town of Southold that is outside of the service territory of the Village of Greenport, and on Shelter Island; and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time ("A&R OSA"), between LIPA and PSEG Long Island LLC ("PSEGLI") through its operating subsidiary, Servco, have assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System") as of January 1, 2014. Among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate. Accordingly, Servco will administer this Agreement and shall be LIPA's representative in all matters related to this Agreement, including any attached Schedules and Exhibits, as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for

any and all undisputed sums due and owing Village, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Village for sums due under or related to this Agreement. PSEGLI, Servco and LIPA shall be collectively referred to as “LIPA Parties” under this Agreement; and

WHEREAS LIPA has determined that there is a necessary and valid public purpose to construct an electric distribution line from the LIPA Southold substation that is located just west of the Village of Greenport, along Front Street to Fifth Street in the Village of Greenport, then under Fifth Street to Greenport Harbor, then under Greenport Harbor to Town of Shelter Island, connecting the LIPA service territory located in the unincorporated portion of the Town of Southold to the LIPA service territory on the Town of Shelter Island; and

WHEREAS LIPA has determined that the most efficient way to make the connection of a distribution line is to construct and then operate the distribution line through the Village Property, specifically Fifth Street, in the Village of Greenport; and

WHEREAS the Village and SERVCO as an agent of LIPA and for itself, and their representatives, have discussed the mutual goals and benefits that could be achieved by a cooperative Temporary Construction Access License Agreement and desire to enter into this Agreement to establish and reflect their mutual benefits, consideration, and obligations, which the parties agree are set forth herein; and

WHEREAS the Village and SERVCO as an agent and acting on behalf of LIPA simultaneous with the execution of this Agreement, are executing a Utility Easement Agreement (the “Easement”), a copy of which is annexed as Exhibit B hereto and made a part hereof, for the purpose of providing LIPA with a nonexclusive underground utility easement under Village Property (Fifth Street) for the maintenance, operation and repair of the distribution cable that will be constructed pursuant to this Agreement; and

WHEREAS the Village and LIPA have agreed that LIPA, for good and valuable consideration, in the amount stated and as otherwise provided in this Agreement, and the

sufficiency of which is acknowledged, may have a temporary license to access an area described in Exhibit(s) C1 and C2 hereto, for purposes of providing temporary access to the Utility Easement Area, as that area is defined and designated in the Utility Easement Agreement, for staging, performing and completing the construction that is the subject of this Agreement, which together with the required restoration work and repaving of Fifth Street, and other required work is hereinafter referred to as the “Licensed Work”; and

WHEREAS LIPA as lead agency prepared a Full Environmental Assessment Form (“EAF”), Part 1, Part 2, and Part 3 for the project, pursuant to and in compliance with the SEQRA regulations in 6 NYCRR 617.6; and

WHEREAS the Village of Greenport as an involved agency has reviewed the Full Environmental Assessment Form (“EAF”) Parts 1, 2, and 3, and has rendered certain comments regarding the EAF to LIPA as lead agency; and

WHEREAS the Village of Greenport and LIPA have agreed that LIPA will review and respond to the Village’s comments, as an involved agency, with regard to LIPA’s Full EAF; and

WHEREAS the Village and LIPA have agreed that the rights of the parties under the Utility Easement Agreement shall be conditioned on each party’s compliance with the material terms and conditions of this Agreement; and

WHEREAS LIPA has agreed to take certain actions and measures to address and protect the interests of the owners of the properties that are adjacent to the Project Work, as set forth in detail herein, and also as summarized in Section 7.20 Protection for the properties immediately adjoining the Project Work on Fifth Street of this Agreement;

IT IS THEREFORE covenanted and agreed by the Village and LIPA as follows:

1. Grant of Temporary Construction Access License

1.1 Temporary Construction Access

The Village, for itself and for its successors and assigns, hereby grants to LIPA a temporary, non-exclusive license (the "License") over, under, in, across and upon the property described on the attached and incorporated survey (Exhibit A) (the "License Property") for the limited purpose of constructing and completing the Licensed Work and for use as a construction staging area, as and in the areas indicated on the attached and incorporated survey (Exhibit A), reasonably required for the Licensed Work.

1.2 Limited Access Prior to Commencement of the Agreement

Prior to commencement of the License, upon the prior notice to and approval by the Village of Greenport, LIPA shall have limited temporary access to the License Property during normal business hours, for the limited purpose of conducting all studies, tests, examinations and surveys necessary to design and construct the Licensed Work. LIPA shall perform any of the work performed under this paragraph 1.2 in a safe and workmanlike manner, without substantial disruption of any properties adjoining the License Property, and subject to the other provisions of this Agreement with regard to damage, repair and indemnification.

2. Term of the License.

2.1 Term of the Temporary Construction Access License.

Subject to Section 7.11, the term of the Temporary Construction Access License shall commence on September 12, 2017 and end on May 15, 2018, or such earlier time that (1) the Licensed Work or project that is the subject of this License Agreement is abandoned by LIPA (abandonment being where the Licensed Work is discontinued by LIPA and or its contractors or subcontractors for thirty (30) consecutive business days); or (2) the License is terminated by action of the parties or by operation of this Agreement or the Utility Easement Agreement; or (3) completion of the Licensed Work, exclusive of any time required to perform and complete restoration and resurfacing more fully described herein; or (4) the License is mutually terminated by action of the parties or by operation of this Access Agreement or the Utility Easement. LIPA shall continue to be bound by the applicable terms and provisions of this Agreement on its termination.

2.2 Reservation by Village/Non-Exclusive Use.

Provided that such contemplated Village use does not constitute any additional significant and immediate risk, interference and/or disruption to LIPA's use, all right, title, interest, occupancy and use in and to any area of the License Property which may be used and enjoyed without interfering with the License conveyed by this Agreement are reserved to the Village, provided, however, that the Village shall not interfere, disrupt or additionally significantly increase LIPA's immediate risk in performing its activities contemplated hereunder, including the Village's construction, installation or maintenance of any buildings or other improvements (not including normal paving) which may interfere with construction access, or develop, landscape, or beautify any license area in any way which would materially or substantially increase the costs to LIPA of installing the Improvements or restoring any of the License Property after such installation.

3. Consideration

The financial consideration to be paid by LIPA to the Village, and the work to be done by LIPA, as consideration for the License granted to LIPA under this Agreement is as follows:

3.1 Access Fee

A. LIPA shall pay to the Village a payment, which payment shall be nonrefundable except as provided herein, in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) (the "Access Fee") payable in one lump sum upon the full execution and delivery of this License Agreement; and the Utility Easement Agreement by the Village to LIPA. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for the License contemplated in this Access Agreement.

B. The Access Fee of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) shall be deposited and retained by the Village of Greenport into a segregated account to be established by the Village pursuant to a resolution by the Board of Trustees (the "Resolution"), to be adopted simultaneously with the execution of this Agreement, that the account be established in accordance with this Section 3.1 of the Temporary License Construction Access Agreement. A copy of the Resolution is attached hereto as Exhibit "D", and made a part hereof.

C. The fee monies shall be retained in the segregated account until LIPA obtains any and all necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination,, upon which the Access Fee shall be nonrefundable and shall be disbursed to the Village of Greenport.

D. LIPA shall apply for an diligently pursue all necessary permits and approvals. In the event that LIPA, after a due diligent attempt is unable to obtain any and all necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination, then upon thirty (30) days written notice by LIPA to the Village of Greenport, the Village of Greenport shall disburse the amount of one million two hundred and sixty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,260,333.33) to LIPA, upon which there shall be no further obligation or liability of the Village of Greenport to LIPA, and the Village of Greenport shall retain and disburse from the established account to the Village of Greenport general fund, not to exceed sixty-thousand dollars (\$60,000), for all commercially reasonable, necessary, actual, documented and itemized costs, including legal and professional fees, incurred by the Village of Greenport solely related to the transactions contemplated hereunder and in the Easement. The Village of Greenport shall provide LIPA with all actual, documented and itemized costs incurred by the Village in order for such costs to be deemed reimbursable by LIPA to the Village.

3.2 Fifth St. Resurfacing

A. LIPA shall, upon the conclusion of the Licensed Work, but no later than November 12, 2018, at LIPA's sole expense, resurface in its full width, from curb to curb, Fifth Street, from State Route 25 to its terminus at the "Fifth Street Beach", including but not limited to all areas in Exhibit A.

B. The specifications of the resurfacing are subject to Village review and approval and must, at a minimum, consist of milling existing pavement and overlay of at least two (2) inches of asphalt, and shall be consistent with the specifications of other Village agreements for similar work that are in force and specifications that are in effect within one (1) year of at the execution of this Agreement

C. Resurfacing shall not commence until the ground of Fifth Street has adequately

settled following completion of construction.

D. Except for any temporary patch or temporary repair, once commenced resurfacing shall continue until completed, provided, however, there shall be no resurfacing work done during the calendar months of July and August without prior written approval from the Mayor and Village Board of Trustees. The surface of Fifth Street shall remain in a drivable condition at all times during the Project, except for any limited area that is temporarily directly in the area of the Project Work.

E. The LIPA plans for resurfacing including but not limited to the specifications of the resurfacing work shall be provided to the Village on or before March 31, 2018.

F. LIPA shall require its road resurfacing contractors and/or subcontractors to obtain and provide the Village with a two year performance and maintenance bond ensuring the quality, proper completion, and maintenance, of the resurfacing work which shall be in the amount of the total contract amount of the resurfacing work, shall run for a term of two years from the date, as mutually agreed by Servco and the Village, of the completion of the resurfacing work, which performance and maintenance bond shall be in favor of the Village of Greenport and name the Village as a bonded beneficiary of the performance and maintenance bond; provided, however, such performance and maintenance bond shall not cover acts, omission or damaged occasioned by the Village or third parties.

3.3 Overhead and Underground Circuit Reinforcement

In performance of LIPA's previously scheduled reliability upgrades to the T&D System, LIPA shall, at LIPA's sole expense, reinforce and rearrange an existing overhead and underground circuit ("Overhead Circuit Reinforcement") from LIPA's Southold substation terminating at the metering point near Silvermere Road., reconfiguring a circuit which shall be equal to the capacity of the existing LIPA supply cable to the Village and be located underground from the Southold substation to a point east of Chapel Lane, then continue overhead to the metering point, such supply circuit to ultimately improve electric power reliability to the Village's residents and to LIPA's customers. The new circuit shall include remote switching to enable remote transfer from the normal supply circuit to the other.

3.4 Village Liaison

A. The Village shall appoint and LIPA shall recognize a dedicated liaison to

interface with LIPA's project manager for the purposes of addressing concerns from residents or property owners regarding compliance with any applicable terms and conditions contained within this Agreement or other aspects of the Licensed Work set forth under this Agreement which shall be reasonably addressed by LIPA's project manager in a timely manner.

B. LIPA shall provide a dedicated telephone number and email address for the project manager for communications from the Village Liaison. The LIPA project manager shall respond to the Village Liaison communications as soon as practicable but not later than the close of the next business day after receiving any such request from the Village Liaison. LIPA shall also provide a phone contact number for communications from the Village Liaison or the Village Government during nonbusiness hours for a live contact and respond on a as needed basis accordingly. A log shall be kept by the Village and made available to the LIPA and the public of any email and telephone communications between the Village Liaison and the LIPA project manager and any applicable response(s) including any actions taken by the party responsible for performance; provided, however, any confidential, proprietary and/or privileged information shall be redacted for such public disclosure accordingly.

3.5 Lead Agency Status

The Village agrees to LIPA being lead agency for the SEQRA review of the project contemplated hereunder, and LIPA agrees that the Village shall continue as an involved agency in the SEQRA review of the project.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction.

LIPA shall bear and promptly pay without the imposition of any lien, public improvement lien or charge on or against all or any portion of the Village Property or any other village property, all costs and expenses of LIPA's construction and maintenance of the improvements, including but not limited to drilling, road opening, road closing and road paving, and the installation of the distribution line on Village Property, and the any other associated work. In the event that a lien or public improvement lien is filed as a result of LIPA's work, then the lien must be bonded, satisfied or removed by LIPA within thirty (30) days of the filing thereof.

4.2 Compliance With Laws and Permits

LIPA shall perform the Licensed Work in a safe and workmanlike manner and in compliance with any applicable rules, regulations, laws and provisions of the Greenport Village Code and applicable industry standards, it being understood that LIPA is subject to Greenport Village Code in this instance because the Village is outside LIPA's service territory, LIPA's exemption from the jurisdiction of local municipalities notwithstanding. LIPA shall be responsible to obtain and maintain any and all permits that are required and applicable to LIPA for the work contemplated in this Agreement and for the cost and continuation thereof, including but not limited to any permits required by the Metropolitan Transportation Authority, the United States Army Corps of Engineers, and the New York State Department of Environmental Conservation and Department of State, if any and to the extent applicable.

4.3 Limited Disruption of Fifth Street and Fifth Street Beach

A. Provided that such contemplated Village use does not constitute any substantial nor immediate risk, interference and/or disruption to LIPA's use, and except as provided herein, Fifth Street and the Fifth Street Beach shall remain open to pedestrian, and or vehicle and emergency service vehicle traffic at all times hereunder. The Fifth Street park, including the "cable crossing" house, Osprey nest, Dock, "filleting table" and playground equipment will be materially unaffected by the License Work. Within a commercially reasonable timeframe, LIPA shall -leave such respective properties in substantially similar condition as they were in before the Project Work commencement, reasonable wear and tear not caused by the Licensed Work, damage from the elements excepted, and shall indemnify the Village for any damages to Village areas attributable to and caused solely by LIPA per the applicable indemnity provision(s) under this Agreement.

B. With prior notification from LIPA's project manager to applicable impacted residents, the License Work shall provide for and allow access by Fifth Street residents to their driveways and properties at all reasonably safe, and risk-free times, and will provide for and allow access to Fifth Street and the Fifth Street Beach by essential and emergency service vehicles. Residents/property owners or properties adjoining the Project Work on Fifth Street will be notified by LIPA, of any anticipated planned and material impacts affecting the applicable Project Work area(s) not less than forty-eight (48) hours prior to such anticipated planned and material impacts by personally delivered notification, or email notification to such applicable property owners/residents attention; provided, however, that the repectivemailing addresses and

email addresses of the respective residents/property owners or properties adjoining the Project Work of Fifth Street shall be provided to LIPA prior to Project Work commencement.

C. LIPA shall plan with the providers of emergency services, including but not limited to the Greenport Fire Department, the Village of Greenport, and the Southold Town Police so that all the emergency service providers, including but not limited to fire, ambulance, and police, shall have access to all homes, businesses and other buildings on Fifth Street and Front Street at all times during the Project Work.

4.4 Restoration.

LIPA shall be obligated upon the expiration or termination of this Agreement, or on the abandonment of the Project, to restore the areas affected by the License and Licensed Work, as required by this Agreement, and any other areas of private or public property that are disturbed by LIPA's exercise of any of its license rights under this Agreement, to the condition in which those areas existed prior to the commencement of the Licensed Work, reasonable wear and tear, damage from the elements excepted, including the clean-up of any environmental conditions solely caused by LIPA. , subject to inspection by the Village, without any exception or set-off. Any installed conduit and manholes shall remain after the removal of any LIPA cables or other equipment by LIPA.

5. Insurance

5.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, for the term of this Agreement, insurance for damages, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York, covering all operations during the term of the Temporary Construction Access License Agreement. All insurance provided herein shall name the Village of Greenport as additional insured and LIPA shall provide the endorsement page of the insurance policy indicating compliance with the required coverage of the Village of not less than the following types and amounts prior to the commencement of any Work under this Agreement:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Village, LIPA, LIPA and their Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Village, LIPA, and LIPA and their Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than: Bodily injury each occurrence: \$ 2,500,000 Per Annum Aggregate \$ 10,000,000 Liability property each occurrence: \$ 10,000,000 Per Annum Aggregate \$ 20,000,000 General Liability Insurance each occurrence: \$10,000,000 Aggregate \$20,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any Contractor or Subcontractor for any losses which may be due to vandalism, theft or malicious mischief. LIPA shall be permitted to self-insure its insurance obligations hereunder.

6. Responsibilities of LIPA

6.1 LIPA agrees to design and construct, at its sole expense, the construction and staging area(s) as more fully depicted on Exhibit(s) C1 and C2 attached hereto and made a part hereof. The construction and restoration of the Construction Staging Area shall be secure at all times, as deemed commercially reasonable and necessary by LIPA, with secure chain link fencing as appropriate and respectful of the neighborhood.

6.2 LIPA shall maintain the Construction and Construction Staging Area in good condition at all times, keeping them free of trash and other debris, and in a neat and orderly condition. LIPA shall maintain all areas that are not part of this Agreement as free from any construction debris or trash.

6.3 LIPA shall provide proper signage in the area of the License Work so as to maintain public safety and minimize public or property owner inconvenience to the fullest extent possible.

6.4 LIPA shall provide the Village with a telephone number and email address for reporting damage to Village infrastructure in accordance with Section 3.4(B) herein. With regards to critical Village infrastructure, including without limitation water and sewer lines, LIPA shall respond immediately to (but in all cases not more than three (3) business days from the date of email notification to LIPA, for all infrastructure damage, to repair any damage caused by LIPA or LIPA's contractors. LIPA shall perform all work in a good workman like and timely manner. In the event of damage to Village water or sewer infrastructure solely caused by LIPA or LIPA's contractors, in the event that LIPA does not respond on an immediate basis, the Village of Greenport may initiate repairs and LIPA shall be responsible to the Village for the Village's actual, documented, commercially reasonable and necessary costs for the repair. Notwithstanding anything to the contrary contained herein, LIPA's obligations hereunder shall not apply to any liabilities, losses or damages to the extent attributable to Village's acts, omission, negligence and/or misconduct.

6.5 Prior to Project Work commencement, LIPA shall provide email notification to the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, to devise a plan to minimize public inconvenience and any adverse impacts of Village or essential services, including but not limited to any road closure schedule; provided, however, that the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, shall submit their respective email addresses to LIPA's project manager prior to Project Work commencement.

6.6 LIPA shall require all contractors and subcontractors to have the same insurance requirements as the insurance requirements imposed on LIPA herein.

6.7 LIPA shall substantially complete the re-paving and restoration as soon as LIPA has completed the License Work, but not later than November 15, 2018, subject to no Village delay, third party delay and/or Force Majeure. Additionally, in the event that LIPA shall fail to substantially complete the re-paving and restoration after November 15, 2018, LIPA shall be liable to the Village of Greenport for a penalty of ten thousand dollars (\$10,000) per business work day for each business work day that LIPA shall have been deemed to have failed to substantially complete the re-paving and restoration after November 15, 2018.

6.8 LIPA and its contractors and subcontractors shall work and perform the Licensed Work and the construction covered thereby, during the hours of from 7 a.m. until 6 p.m.. Monday through Saturday only. Except for three (3) separate incidents of subsurface drilling and related conduit installations to occur Monday through and including Saturday only but in no case later than midnight, the work hours of 7 a.m. through 6 p.m. shall be inclusive of all work including preparation, set-up and clean-up and there shall be no site work outside of those hours as detailed in this paragraph. There shall be no construction or Licensed Work, including but not limited to drilling, on Sundays or any New York State designated holiday.

6.9 LIPA and the Village acknowledge and agree that the Village of Greenport has provided comments to LIPA regarding certain concerns of the Village with respect to the information provided by LIPA on the Full EAF Parts 1., 2., and 3 and LIPA shall evaluate such comments and provide any responses as part of the SEQRA process.

6.10 LIPA shall provide secure work areas and shall take reasonable actions to secure LIPA's work and construction sites in the Village.

7. **General Provisions.**

7.1 Effective Date.

This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

7.2 Authorized Representative.

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

7.3 Notices.

Any notice permitted or required by this Agreement shall, unless otherwise provided herein, be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth

below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk
236 Third Street
Greenport New York 11944

Notice to LIPA:

Long Island Electric Utility Servco, LLC
As agent and acting on behalf of
Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd.
Uniondale, NY 115523
Attn: Associate General Property Counsel
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd., Suite 403
Uniondale, NY 115523
Attn: General Counsel
Tel: 516-719-9847

7.4 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court or arbitrator deems appropriate.

7.5 Design, Construction and As Built Plans.

Not less than sixty days prior to the commencement of construction and subsequent construction and repairs in the Utility Easement Area, LIPA shall provide the Village with pre-construction design and construction plans certified as compliant with all relevant and applicable codes and statutes. Upon the completion of the construction in the Utility Easement area, and otherwise on request, LIPA shall provide the Village with as-built drawings and a survey showing the location and depth of the improvements installed in the Utility Easement Area. LIPA shall also provide the Village with CAD file drawings or plans of the location of the Village of Greenport utilities in the areas of Front Street and Fifth Street, which shall become the property of the Village, to the extent such intellectual rights are transferrable, and shall be retained by the Village in the event of a refund of a portion of the access fee pursuant to Section 3.1(D) herein.

7.6 Abandonment of Project.

Subject to 7.11, LIPA shall have abandoned the Project when the Licensed Work is discontinued in its entirety by LIPA and or its contractors or subcontractors for thirty (30) consecutive days.

7.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this agreement.

7.8 Indemnification and Hold Harmless

A. LIPA and its successors and assigns, and contractors and subcontractors shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment or property that is caused by or results from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA or its contractors and subcontractors.

B. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's use of the License Area

under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's use of the License Area under this Agreement, including properties that immediately adjoin the Project Work on Fifth Street, the performance of the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project. Notwithstanding anything to the contrary contained in this Agreement, LIPA's indemnity obligations in this Agreement shall not apply to any liabilities, losses or damages to the extent attributable to Village's and/or third party acts, omission, negligence and/or misconduct

7.9 Liquidated Damages

Subject to Village delay, no third party delay and/or Force Majeure, in the event that LIPA fails to substantially complete the work contemplated herein by May 15, 2018, (exclusive of any restoration and repaving) including, the removal of all equipment and materials required herein, then commencing May 16, 2018, LIPA shall pay the Village liquidated damages in the amount of ten thousand dollars (\$10,000) per day for each applicable business work day (Monday through and including Saturday) commencing May 16, 2018 until the date that work under the provisions of this Agreement has been substantially completed and all equipment and materials belonging to LIPA and or LIPA's contractors and sub-contractors has been removed from the Village Property Fifth Street. The Village and LIPA agree that the liquidated damages amount provided for herein is a fair and reasonable amount due to potential for significant harm to the Village and its residents and the fact that the amount of damages may be uncertain.

7.10 Force Majeure

In the event that the work contemplated herein is delayed by any event, act or occurrence that is out of control of LIPA and/or its contractors or subcontractors, the time deadlines for performance or completion shall be extended for up to and adjusted accordingly.

7.11 Unforeseen Delays, Disruption of Work.

Subject to section 7.11, In the event that there is a delay or disruption of the Licensed Work occasioned by an Act of God, hurricane or superstorms, tornadoes, earthquakes, extraordinarily high tides, violent winds, floods or other natural disasters lasting more than one hundred eighty (180) continuous days, either party, may terminate the Agreement and Access Fee shall be refunded by the Village to LIPA, on a pro-rata basis, accordingly.

7.12 Merger

All agreements and understandings between the parties covering the subject matter of this Agreement are contained in this Agreement and the parties do not have any agreement or understanding that is not reflected in the language herein.

7.13 Modification

The terms and conditions of this Agreement may only be amended or modified by a written document that is executed by all parties.

7.14 Default and Termination, Violation, Abandonment

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the specific default or failure to fulfill the obligations of this Agreement. The breaching party shall have ten (10) days from the receipt of the notice to commence to cure the default or failure. If curing such default or failure cannot be reasonably commenced within said ten (10) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the default or failure, then the parties may mutually agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured the default or failure as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be thirty (30) days from the date of mailing the Notice of Termination. The Notice of Termination shall be effective for all purposes when received via United States Mail, by certified mail, return receipt requested and regular mail.

C. Upon an abandonment of the Construction Work or Project, the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default, and then serve a Notice of Termination, terminating the Agreement.

D. (1). In the event that the Village alleges that LIPA has violated the limits of the times or days during which the Licensed Work is permitted, or the requirement of this Agreement that LIPA shall comply with any portions of the Greenport Village Code applicable to LIPA, and the requirement that LIPA comply with other applicable Federal, State and local laws and regulations, beyond any applicable notice, grace and/or cure period, then the Village, in its sole discretion, shall, without waiver or forfeiture of, or prejudice to, to issue a five (5) day written notice of violation to LIPA, specifying the date and nature of the alleged violation.

(2). If the alleged violation stated in the five (5) business day written notice of violation is not commenced to be cured within the specified five (5) days then beginning on the fifth day that the violation shall have existed, LIPA shall be liable to the Village of Greenport for any actual, documented damages and out of pocket costs incurred by the Village.

(3). This provision is not exclusive of the provisions on default in 7.14 (A), (B) and (C) stated above, and if a violation is not commenced to be cured by LIPA after the service of a notice of violation the election by the Village to serve a notice of violation shall not be exclusive or preclude the service of a notice of default and then termination pursuant to the provisions of this Agreement in Paragraph 7.14(A), (B) and (C) herein.

7.15 Failure to Act/Waiver

The failure by the Village to declare a default by LIPA where LIPA is in default or breach of any provision of this Agreement shall not be a waiver of that default by LIPA or of any of LIPA's rights hereunder. The waiver by either the Village or LIPA, or both, of any of its rights with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

7.16 Termination

This Agreement along with its rights and privileges, shall terminate when the purpose of this Agreement, as described in this Agreement, ceases to exist, is abandoned by LIPA as provided in this Agreement, becomes impossible of performance, or upon action by the Village in terminating this Agreement.

7.17 Property or Transfer Taxes or Assessments.

LIPA shall be responsible to pay any property or transfer taxes or assessments attributable to or assessed upon this agreement or transaction, or upon the License Area, the

Utility Easement Area as defined in the Utility Easement Agreement or LIPA's equipment in the Utility Easement Area.

7.18 No Representations by Village

LIPA acknowledges that the Village has not made and does not make any representations with respect to the Village Property or its condition and that LIPA is not relying on any representations of the Village or the Village's agents with respect to the condition of the Property. This License grants LIPA the privilege and permission to occupy or use the Property depicted in Exhibit A in its present condition "as is" without any warranties and subject to the conditions set forth herein.

7.19 Protection for the properties adjoining the Project Work on Fifth Street

The parties acknowledge that LIPA has agreed by this Agreement to take certain actions to protect the interests and the properties of the owners of the properties that are adjacent to the Project Work on Fifth Street, including but not limited to the Village Liaison provided in Section 3.4, the limited disruption of Fifth Street and Fifth Street Beach, the obligation for restoration of private or public property provided in Section 4.4 Restoration and the indemnification and hold harmless provisions of Section 7.8.

7.20 Applicable Law and Venue

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

7.21 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

7.22 Severability

If any provision of this Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

7.23. Non-Precedent. The parties hereto acknowledge and agree that the terms and conditions contained herein are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA's service territory. As such,

neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions unrelated to the transactions contemplated hereunder.

IN WITNESS of this, the undersigned have executed this Agreement as of this ___ day of May 2017.

Village of Greenport:

By: _____

LONG ISLAND ELECTRIC UTILITY SERVCO,
LLC ("LIPA") as agent of and acting on behalf of
LONG ISLAND LIGHTING COMPANY d/b/a
LIPA ("LIPA")

By:  _____

By: John O'Connell

Title: Vice President

Exhibit A

Exhibit B

Exhibit C

Exhibit D

TEMPORARY CONSTRUCTION ACCESS LICENSE AGREEMENT

This Temporary Construction Access License Agreement (the "Agreement") is made this 25th day of May 2017, and entered into by and between the Village of Greenport, with offices located at 236 Third Street, Greenport, New York 11944 (the "Village"), and LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553.

RECITALS

WHEREAS the Village is the owner of certain real property located in the Village of Greenport, Suffolk County, New York, 11944, County of Suffolk and State of New York, being more particularly described as "Fifth Street" (the "Village Property"), Village of Greenport, as indicated on the survey attached as Exhibit A hereto and made a part hereof; and

WHEREAS the Long Island Power Authority ("LIPA") is responsible for providing reliable electric service to its service territory in the unincorporated portion of the Town of Southold that is outside of the service territory of the Village of Greenport, and on Shelter Island; and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time ("A&R OSA"), between LIPA and PSEG Long Island LLC ("PSEGLI") through its operating subsidiary, Servco, have assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System") as of January 1, 2014. Among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate. Accordingly, Servco will administer this Agreement and shall be LIPA's representative in all matters related to this Agreement, including any attached Schedules and Exhibits, as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for

any and all undisputed sums due and owing Village, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Village for sums due under or related to this Agreement. PSEGLI, Servco and LIPA shall be collectively referred to as "LIPA Parties" under this Agreement; and

WHEREAS LIPA has determined that there is a necessary and valid public purpose to construct an electric distribution line from the LIPA Southold substation that is located just west of the Village of Greenport, along Front Street to Fifth Street in the Village of Greenport, then under Fifth Street to Greenport Harbor, then under Greenport Harbor to Town of Shelter Island, connecting the LIPA service territory located in the unincorporated portion of the Town of Southold to the LIPA service territory on the Town of Shelter Island; and

WHEREAS LIPA has determined that the most efficient way to make the connection of a distribution line is to construct and then operate the distribution line through the Village Property, specifically Fifth Street, in the Village of Greenport; and

WHEREAS the Village and SERVCO as an agent of LIPA and for itself, and their representatives, have discussed the mutual goals and benefits that could be achieved by a cooperative Temporary Construction Access License Agreement and desire to enter into this Agreement to establish and reflect their mutual benefits, consideration, and obligations, which the parties agree are set forth herein; and

WHEREAS the Village and SERVCO as an agent and acting on behalf of LIPA simultaneous with the execution of this Agreement, are executing a Utility Easement Agreement (the "Easement"), a copy of which is annexed as Exhibit B hereto and made a part hereof, for the purpose of providing LIPA with a nonexclusive underground utility easement under Village Property (Fifth Street) for the maintenance, operation and repair of the distribution cable that will be constructed pursuant to this Agreement; and

WHEREAS the Village and LIPA have agreed that LIPA, for good and valuable consideration, in the amount stated and as otherwise provided in this Agreement, and the

sufficiency of which is acknowledged, may have a temporary license to access an area described in Exhibit(s) C1 and C2 hereto, for purposes of providing temporary access to the Utility Easement Area, as that area is defined and designated in the Utility Easement Agreement, for staging, performing and completing the construction that is the subject of this Agreement, which together with the required restoration work and repaving of Fifth Street, and other required work is hereinafter referred to as the "Licensed Work"; and

WHEREAS LIPA as lead agency prepared a Full Environmental Assessment Form ("EAF"), Part 1, Part 2, and Part 3 for the project, pursuant to and in compliance with the SEQRA regulations in 6 NYCRR 617.6; and

WHEREAS the Village of Greenport as an involved agency has reviewed the Full Environmental Assessment Form ("EAF") Parts 1, 2, and 3, and has rendered certain comments regarding the EAF to LIPA as lead agency; and

WHEREAS the Village of Greenport and LIPA have agreed that LIPA will review and respond to the Village's comments, as an involved agency, with regard to LIPA's Full EAF; and

WHEREAS the Village and LIPA have agreed that the rights of the parties under the Utility Easement Agreement shall be conditioned on each party's compliance with the material terms and conditions of this Agreement; and

WHEREAS LIPA has agreed to take certain actions and measures to address and protect the interests of the owners of the properties that are adjacent to the Project Work, as set forth in detail herein, and also as summarized in Section 7.20 Protection for the properties immediately adjoining the Project Work on Fifth Street of this Agreement;

IT IS THEREFORE covenanted and agreed by the Village and LIPA as follows:

1. Grant of Temporary Construction Access License

1.1 Temporary Construction Access

The Village, for itself and for its successors and assigns, hereby grants to LIPA a temporary, non-exclusive license (the "License") over, under, in, across and upon the property described on the attached and incorporated survey (Exhibit A) (the "License Property") for the limited purpose of constructing and completing the Licensed Work and for use as a construction staging area, as and in the areas indicated on the attached and incorporated survey (Exhibit A), reasonably required for the Licensed Work.

1.2 Limited Access Prior to Commencement of the Agreement

Prior to commencement of the License, upon the prior notice to and approval by the Village of Greenport, LIPA shall have limited temporary access to the License Property during normal business hours, for the limited purpose of conducting all studies, tests, examinations and surveys necessary to design and construct the Licensed Work. LIPA shall perform any of the work performed under this paragraph 1.2 in a safe and workmanlike manner, without substantial disruption of any properties adjoining the License Property, and subject to the other provisions of this Agreement with regard to damage, repair and indemnification.

2. Term of the License.

2.1 Term of the Temporary Construction Access License.

Subject to Section 7.11, the term of the Temporary Construction Access License shall commence on September 12, 2017 and end on May 15, 2018, or such earlier time that (1) the Licensed Work or project that is the subject of this License Agreement is abandoned by LIPA (abandonment being where the Licensed Work is discontinued by LIPA and or its contractors or subcontractors for thirty (30) consecutive business days); or (2) the License is terminated by action of the parties or by operation of this Agreement or the Utility Easement Agreement; or (3) completion of the Licensed Work, exclusive of any time required to perform and complete restoration and resurfacing more fully described herein; or (4) the License is mutually terminated by action of the parties or by operation of this Access Agreement or the Utility Easement. LIPA shall continue to be bound by the applicable terms and provisions of this Agreement on its termination.

2.2 Reservation by Village/Non-Exclusive Use.

Provided that such contemplated Village use does not constitute any additional significant and immediate risk, interference and/or disruption to LIPA's use, all right, title, interest, occupancy and use in and to any area of the License Property which may be used and enjoyed without interfering with the License conveyed by this Agreement are reserved to the Village, provided, however, that the Village shall not interfere, disrupt or additionally significantly increase LIPA's immediate risk in performing its activities contemplated hereunder, including the Village's construction, installation or maintenance of any buildings or other improvements (not including normal paving) which may interfere with construction access, or develop, landscape, or beautify any license area in any way which would materially or substantially increase the costs to LIPA of installing the Improvements or restoring any of the License Property after such installation.

3. Consideration

The financial consideration to be paid by LIPA to the Village, and the work to be done by LIPA, as consideration for the License granted to LIPA under this Agreement is as follows:

3.1 Access Fee

A. LIPA shall pay to the Village a payment, which payment shall be nonrefundable except as provided herein, in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) (the "Access Fee") payable in one lump sum upon the full execution and delivery of this License Agreement; and the Utility Easement Agreement by the Village to LIPA. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for the License contemplated in this Access Agreement.

B. The Access Fee of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) shall be deposited and retained by the Village of Greenport into a segregated account to be established by the Village pursuant to a resolution by the Board of Trustees (the "Resolution"), to be adopted simultaneously with the execution of this Agreement, that the account be established in accordance with this Section 3.1 of the Temporary License Construction Access Agreement. A copy of the Resolution is attached hereto as Exhibit "D", and made a part hereof.

C. The fee monies shall be retained in the segregated account until LIPA obtains any and all necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination,, upon which the Access Fee shall be nonrefundable and shall be disbursed to the Village of Greenport.

D. LIPA shall apply for an diligently pursue all necessary permits and approvals. In the event that LIPA, after a due diligent attempt is unable to obtain any and all necessary permits and approvals to commence the Licensed Work, including a final SEQRA determination, then upon thirty (30) days written notice by LIPA to the Village of Greenport, the Village of Greenport shall disburse the amount of one million two hundred and sixty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,260,333.33) to LIPA, upon which there shall be no further obligation or liability of the Village of Greenport to LIPA, and the Village of Greenport shall retain and disburse from the established account to the Village of Greenport general fund, not to exceed sixty-thousand dollars (\$60,000), for all commercially reasonable, necessary, actual, documented and itemized costs, including legal and professional fees, incurred by the Village of Greenport solely related to the transactions contemplated hereunder and in the Easement. The Village of Greenport shall provide LIPA with all actual, documented and itemized costs incurred by the Village in order for such costs to be deemed reimbursable by LIPA to the Village.

3.2 Fifth St. Resurfacing

A. LIPA shall, upon the conclusion of the Licensed Work, but no later than November 12, 2018, at LIPA's sole expense, resurface in its full width, from curb to curb, Fifth Street, from State Route 25 to its terminus at the "Fifth Street Beach", including but not limited to all areas in Exhibit A.

B. The specifications of the resurfacing are subject to Village review and approval and must, at a minimum, consist of milling existing pavement and overlay of at least two (2) inches of asphalt, and shall be consistent with the specifications of other Village agreements for similar work that are in force and specifications that are in effect within one (1) year of at the execution of this Agreement

C. Resurfacing shall not commence until the ground of Fifth Street has adequately

settled following completion of construction.

D. Except for any temporary patch or temporary repair, once commenced resurfacing shall continue until completed, provided, however, there shall be no resurfacing work done during the calendar months of July and August without prior written approval from the Mayor and Village Board of Trustees. The surface of Fifth Street shall remain in a drivable condition at all times during the Project, except for any limited area that is temporarily directly in the area of the Project Work.

E. The LIPA plans for resurfacing including but not limited to the specifications of the resurfacing work shall be provided to the Village on or before March 31, 2018.

F. LIPA shall require its road resurfacing contractors and/or subcontractors to obtain and provide the Village with a two year performance and maintenance bond ensuring the quality, proper completion, and maintenance, of the resurfacing work which shall be in the amount of the total contract amount of the resurfacing work, shall run for a term of two years from the date, as mutually agreed by Servco and the Village, of the completion of the resurfacing work, which performance and maintenance bond shall be in favor of the Village of Greenport and name the Village as a bonded beneficiary of the performance and maintenance bond; provided, however, such performance and maintenance bond shall not cover acts, omission or damaged occasioned by the Village or third parties.

3.3 Overhead and Underground Circuit Reinforcement

In performance of LIPA's previously scheduled reliability upgrades to the T&D System, LIPA shall, at LIPA's sole expense, reinforce and rearrange an existing overhead and underground circuit ("Overhead Circuit Reinforcement") from LIPA's Southold substation terminating at the metering point near Silvermere Road., reconfiguring a circuit which shall be equal to the capacity of the existing LIPA supply cable to the Village and be located underground from the Southold substation to a point east of Chapel Lane, then continue overhead to the metering point, such supply circuit to ultimately improve electric power reliability to the Village's residents and to LIPA's customers. The new circuit shall include remote switching to enable remote transfer from the normal supply circuit to the other.

3.4 Village Liaison

A. The Village shall appoint and LIPA shall recognize a dedicated liaison to

interface with LIPA's project manager for the purposes of addressing concerns from residents or property owners regarding compliance with any applicable terms and conditions contained within this Agreement or other aspects of the Licensed Work set forth under this Agreement which shall be reasonably addressed by LIPA's project manager in a timely manner.

B. LIPA shall provide a dedicated telephone number and email address for the project manager for communications from the Village Liaison. The LIPA project manager shall respond to the Village Liaison communications as soon as practicable but not later than the close of the next business day after receiving any such request from the Village Liaison. LIPA shall also provide a phone contact number for communications from the Village Liaison or the Village Government during nonbusiness hours for a live contact and respond on a as needed basis accordingly. A log shall be kept by the Village and made available to the LIPA and the public of any email and telephone communications between the Village Liaison and the LIPA project manager and any applicable response(s) including any actions taken by the party responsible for performance; provided, however, any confidential, proprietary and/or privileged information shall be redacted for such public disclosure accordingly.

3.5 Lead Agency Status

The Village agrees to LIPA being lead agency for the SEQRA review of the project contemplated hereunder, and LIPA agrees that the Village shall continue as an involved agency in the SEQRA review of the project.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction.

LIPA shall bear and promptly pay without the imposition of any lien, public improvement lien or charge on or against all or any portion of the Village Property or any other village property, all costs and expenses of LIPA's construction and maintenance of the improvements, including but not limited to drilling, road opening, road closing and road paving, and the installation of the distribution line on Village Property, and the any other associated work. In the event that a lien or public improvement lien is filed as a result of LIPA's work, then the lien must be bonded, satisfied or removed by LIPA within thirty (30) days of the filing thereof.

4.2 Compliance With Laws and Permits

LIPA shall perform the Licensed Work in a safe and workmanlike manner and in compliance with any applicable rules, regulations, laws and provisions of the Greenport Village Code and applicable industry standards, it being understood that LIPA is subject to Greenport Village Code in this instance because the Village is outside LIPA's service territory, LIPA's exemption from the jurisdiction of local municipalities notwithstanding. LIPA shall be responsible to obtain and maintain any and all permits that are required and applicable to LIPA for the work contemplated in this Agreement and for the cost and continuation thereof, including but not limited to any permits required by the Metropolitan Transportation Authority, the United States Army Corps of Engineers, and the New York State Department of Environmental Conservation and Department of State, if any and to the extent applicable.

4.3 Limited Disruption of Fifth Street and Fifth Street Beach

A. Provided that such contemplated Village use does not constitute any substantial nor immediate risk, interference and/or disruption to LIPA's use, and except as provided herein, Fifth Street and the Fifth Street Beach shall remain open to pedestrian, and or vehicle and emergency service vehicle traffic at all times hereunder. The Fifth Street park, including the "cable crossing" house, Osprey nest, Dock, "filleting table" and playground equipment will be materially unaffected by the License Work. Within a commercially reasonable timeframe, LIPA shall leave such respective properties in substantially similar condition as they were in before the Project Work commencement, reasonable wear and tear not caused by the Licensed Work, damage from the elements excepted, and shall indemnify the Village for any damages to Village areas attributable to and caused solely by LIPA per the applicable indemnity provision(s) under this Agreement.

B. With prior notification from LIPA's project manager to applicable impacted residents, the License Work shall provide for and allow access by Fifth Street residents to their driveways and properties at all reasonably safe, and risk-free times, and will provide for and allow access to Fifth Street and the Fifth Street Beach by essential and emergency service vehicles. Residents/property owners or properties adjoining the Project Work on Fifth Street will be notified by LIPA, of any anticipated planned and material impacts affecting the applicable Project Work area(s) not less than forty-eight (48) hours prior to such anticipated planned and material impacts by personally delivered notification, or email notification to such applicable property owners/residents attention; provided, however, that the respective mailing addresses and

email addresses of the respective residents/property owners or properties adjoining the Project Work of Fifth Street shall be provided to LIPA prior to Project Work commencement.

C. LIPA shall plan with the providers of emergency services, including but not limited to the Greenport Fire Department, the Village of Greenport, and the Southold Town Police so that all the emergency service providers, including but not limited to fire, ambulance, and police, shall have access to all homes, businesses and other buildings on Fifth Street and Front Street at all times during the Project Work.

4.4 Restoration.

LIPA shall be obligated upon the expiration or termination of this Agreement, or on the abandonment of the Project, to restore the areas affected by the License and Licensed Work, as required by this Agreement, and any other areas of private or public property that are disturbed by LIPA's exercise of any of its license rights under this Agreement, to the condition in which those areas existed prior to the commencement of the Licensed Work, reasonable wear and tear, damage from the elements excepted, including the clean-up of any environmental conditions solely caused by LIPA. , subject to inspection by the Village, without any exception or set-off. Any installed conduit and manholes shall remain after the removal of any LIPA cables or other equipment by LIPA.

5. Insurance

5.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, for the term of this Agreement, insurance for damages, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York, covering all operations during the term of the Temporary Construction Access License Agreement. All insurance provided herein shall name the Village of Greenport as additional insured and LIPA shall provide the endorsement page of the insurance policy indicating compliance with the required coverage of the Village of not less than the following types and amounts prior to the commencement of any Work under this Agreement:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Village, LIPA, LIPA and their Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Village, LIPA, and LIPA and their Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than: Bodily injury each occurrence: \$ 2,500,000 Per Annum Aggregate \$ 10,000,000 Liability property each occurrence: \$ 10,000,000 Per Annum Aggregate \$ 20,000,000 General Liability Insurance each occurrence: \$10,000,000 Aggregate \$20,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any Contractor or Subcontractor for any losses which may be due to vandalism, theft or malicious mischief. LIPA shall be permitted to self-insure its insurance obligations hereunder.

6. **Responsibilities of LIPA**

6.1 LIPA agrees to design and construct, at its sole expense, the construction and staging area(s) as more fully depicted on Exhibit(s) C1 and C2 attached hereto and made a part hereof. The construction and restoration of the Construction Staging Area shall be secure at all times, as deemed commercially reasonable and necessary by LIPA, with secure chain link fencing as appropriate and respectful of the neighborhood.

6.2 LIPA shall maintain the Construction and Construction Staging Area in good condition at all times, keeping them free of trash and other debris, and in a neat and orderly condition. LIPA shall maintain all areas that are not part of this Agreement as free from any construction debris or trash.

6.3 LIPA shall provide proper signage in the area of the License Work so as to maintain public safety and minimize public or property owner inconvenience to the fullest extent possible.

6.4 LIPA shall provide the Village with a telephone number and email address for reporting damage to Village infrastructure in accordance with Section 3.4(B) herein. With regards to critical Village infrastructure, including without limitation water and sewer lines, LIPA shall respond immediately to (but in all cases not more than three (3) business days from the date of email notification to LIPA, for all infrastructure damage, to repair any damage caused by LIPA or LIPA's contractors. LIPA shall perform all work in a good workman like and timely manner. In the event of damage to Village water or sewer infrastructure solely caused by LIPA or LIPA's contractors, in the event that LIPA does not respond on an immediate basis, the Village of Greenport may initiate repairs and LIPA shall be responsible to the Village for the Village's actual, documented, commercially reasonable and necessary costs for the repair. Notwithstanding anything to the contrary contained herein, LIPA's obligations hereunder shall not apply to any liabilities, losses or damages to the extent attributable to Village's acts, omission, negligence and/or misconduct.

6.5 Prior to Project Work commencement, LIPA shall provide email notification to the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, to devise a plan to minimize public inconvenience and any adverse impacts of Village or essential services, including but not limited to any road closure schedule; provided, however, that the Village, the Village of Greenport Fire Department, and the Greenport School District, Sunrise Bus Service or its successors, and the Suffolk County Transit Bus agency, shall submit their respective email addresses to LIPA's project manager prior to Project Work commencement.

6.6 LIPA shall require all contractors and subcontractors to have the same insurance requirements as the insurance requirements imposed on LIPA herein.

6.7 LIPA shall substantially complete the re-paving and restoration as soon as LIPA has completed the License Work, but not later than November 15, 2018, subject to no Village delay, third party delay and/or Force Majeure. Additionally, in the event that LIPA shall fail to substantially complete the re-paving and restoration after November 15, 2018, LIPA shall be liable to the Village of Greenport for a penalty of ten thousand dollars (\$10,000) per business work day for each business work day that LIPA shall have been deemed to have failed to substantially complete the re-paving and restoration after November 15, 2018.

6.8 LIPA and its contractors and subcontractors shall work and perform the Licensed Work and the construction covered thereby, during the hours of from 7 a.m. until 6 p.m.. Monday through Saturday only. Except for three (3) separate incidents of subsurface drilling and related conduit installations to occur Monday through and including Saturday only but in no case later than midnight, the work hours of 7 a.m. through 6 p.m. shall be inclusive of all work including preparation, set-up and clean-up and there shall be no site work outside of those hours as detailed in this paragraph. There shall be no construction or Licensed Work, including but not limited to drilling, on Sundays or any New York State designated holiday.

6.9 LIPA and the Village acknowledge and agree that the Village of Greenport has provided comments to LIPA regarding certain concerns of the Village with respect to the information provided by LIPA on the Full EAF Parts 1., 2., and 3 and LIPA shall evaluate such comments and provide any responses as part of the SEQRA process.

6.10 LIPA shall provide secure work areas and shall take reasonable actions to secure LIPA's work and construction sites in the Village.

7. General Provisions.

7.1 Effective Date.

This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

7.2 Authorized Representative.

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

7.3 Notices.

Any notice permitted or required by this Agreement shall, unless otherwise provided herein, be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth

below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk
236 Third Street
Greenport New York 11944

Notice to LIPA:

Long Island Electric Utility Servco, LLC
As agent and acting on behalf of
Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd.
Uniondale, NY 115523
Attn: Associate General Property Counsel
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd., Suite 403
Uniondale, NY 115523
Attn: General Counsel
Tel: 516-719-9847

7.4 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court or arbitrator deems appropriate.

7.5 Design, Construction and As Built Plans.

Not less than sixty days prior to the commencement of construction and subsequent construction and repairs in the Utility Easement Area, LIPA shall provide the Village with pre-construction design and construction plans certified as compliant with all relevant and applicable codes and statutes. Upon the completion of the construction in the Utility Easement area, and otherwise on request, LIPA shall provide the Village with as-built drawings and a survey showing the location and depth of the improvements installed in the Utility Easement Area. LIPA shall also provide the Village with CAD file drawings or plans of the location of the Village of Greenport utilities in the areas of Front Street and Fifth Street, which shall become the property of the Village, to the extent such intellectual rights are transferrable, and shall be retained by the Village in the event of a refund of a portion of the access fee pursuant to Section 3.1(D) herein.

7.6 Abandonment of Project.

Subject to 7.11, LIPA shall have abandoned the Project when the Licensed Work is discontinued in its entirety by LIPA and or its contractors or subcontractors for thirty (30) consecutive days.

7.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this agreement.

7.8 Indemnification and Hold Harmless

A. LIPA and its successors and assigns, and contractors and subcontractors shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment or property that is caused by or results from LIPA's use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA or its contractors and subcontractors.

B. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's use of the License Area

under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's use of the License Area under this Agreement, including properties that immediately adjoin the Project Work on Fifth Street, the performance of the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project. Notwithstanding anything to the contrary contained in this Agreement, LIPA's indemnity obligations in this Agreement shall not apply to any liabilities, losses or damages to the extent attributable to Village's and/or third party acts, omission, negligence and/or misconduct

7.9 Liquidated Damages

Subject to Village delay, no third party delay and/or Force Majeure, in the event that LIPA fails to substantially complete the work contemplated herein by May 15, 2018, (exclusive of any restoration and repaving) including, the removal of all equipment and materials required herein, then commencing May 16, 2018, LIPA shall pay the Village liquidated damages in the amount of ten thousand dollars (\$10,000) per day for each applicable business work day (Monday through and including Saturday) commencing May 16, 2018 until the date that work under the provisions of this Agreement has been substantially completed and all equipment and materials belonging to LIPA and or LIPA's contractors and sub-contractors has been removed from the Village Property Fifth Street. The Village and LIPA agree that the liquidated damages amount provided for herein is a fair and reasonable amount due to potential for significant harm to the Village and its residents and the fact that the amount of damages may be uncertain.

7.10 Force Majeure

In the event that the work contemplated herein is delayed by any event, act or occurrence that is out of control of LIPA and/or its contractors or subcontractors, the time deadlines for performance or completion shall be extended for up to and adjusted accordingly.

7.11 Unforeseen Delays, Disruption of Work.

Subject to section 7.11, In the event that there is a delay or disruption of the Licensed Work occasioned by an Act of God, hurricane or superstorms, tornadoes, earthquakes, extraordinarily high tides, violent winds, floods or other natural disasters lasting more than one hundred eighty (180) continuous days, either party, may terminate the Agreement and Access Fee shall be refunded by the Village to LIPA, on a pro-rata basis, accordingly.

7.12 Merger

All agreements and understandings between the parties covering the subject matter of this Agreement are contained in this Agreement and the parties do not have any agreement or understanding that is not reflected in the language herein.

7.13 Modification

The terms and conditions of this Agreement may only be amended or modified by a written document that is executed by all parties.

7.14 Default and Termination, Violation, Abandonment

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the specific default or failure to fulfill the obligations of this Agreement. The breaching party shall have ten (10) days from the receipt of the notice to commence to cure the default or failure. If curing such default or failure cannot be reasonably commenced within said ten (10) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the default or failure, then the parties may mutually agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured the default or failure as specified in the written notice or any extension within the time provided, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be thirty (30) days from the date of mailing the Notice of Termination. The Notice of Termination shall be effective for all purposes when received via United States Mail, by certified mail, return receipt requested and regular mail.

C. Upon an abandonment of the Construction Work or Project, the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default, and then serve a Notice of Termination, terminating the Agreement.

D. (1). In the event that the Village alleges that LIPA has violated the limits of the times or days during which the Licensed Work is permitted, or the requirement of this Agreement that LIPA shall comply with any portions of the Greenport Village Code applicable to LIPA, and the requirement that LIPA comply with other applicable Federal, State and local laws and regulations, beyond any applicable notice, grace and/or cure period, then the Village, in its sole discretion, shall, without waiver or forfeiture of, or prejudice to, to issue a five (5) day written notice of violation to LIPA, specifying the date and nature of the alleged violation.

(2). If the alleged violation stated in the five (5) business day written notice of violation is not commenced to be cured within the specified five (5) days then beginning on the fifth day that the violation shall have existed, LIPA shall be liable to the Village of Greenport for any actual, documented damages and out of pocket costs incurred by the Village.

(3). This provision is not exclusive of the provisions on default in 7.14 (A), (B) and (C) stated above, and if a violation is not commenced to be cured by LIPA after the service of a notice of violation the election by the Village to serve a notice of violation shall not be exclusive or preclude the service of a notice of default and then termination pursuant to the provisions of this Agreement in Paragraph 7.14(A), (B) and (C) herein.

7.15 Failure to Act/Waiver

The failure by the Village to declare a default by LIPA where LIPA is in default or breach of any provision of this Agreement shall not be a waiver of that default by LIPA or of any of LIPA's rights hereunder. The waiver by either the Village or LIPA, or both, of any of its rights with respect to a default or any other matter arising under this Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

7.16 Termination

This Agreement along with its rights and privileges, shall terminate when the purpose of this Agreement, as described in this Agreement, ceases to exist, is abandoned by LIPA as provided in this Agreement, becomes impossible of performance, or upon action by the Village in terminating this Agreement.

7.17 Property or Transfer Taxes or Assessments.

LIPA shall be responsible to pay any property or transfer taxes or assessments attributable to or assessed upon this agreement or transaction, or upon the License Area, the

Utility Easement Area as defined in the Utility Easement Agreement or LIPA's equipment in the Utility Easement Area.

7.18 No Representations by Village

LIPA acknowledges that the Village has not made and does not make any representations with respect to the Village Property or its condition and that LIPA is not relying on any representations of the Village or the Village's agents with respect to the condition of the Property. This License grants LIPA the privilege and permission to occupy or use the Property depicted in Exhibit A in its present condition "as is" without any warranties and subject to the conditions set forth herein.

7.19 Protection for the properties adjoining the Project Work on Fifth Street

The parties acknowledge that LIPA has agreed by this Agreement to take certain actions to protect the interests and the properties of the owners of the properties that are adjacent to the Project Work on Fifth Street, including but not limited to the Village Liaison provided in Section 3.4, the limited disruption of Fifth Street and Fifth Street Beach, the obligation for restoration of private or public property provided in Section 4.4 Restoration and the indemnification and hold harmless provisions of Section 7.8.

7.20 Applicable Law and Venue

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

7.21 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

7.22 Severability


If any provision of this Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

7.23. Non-Precedent. The parties hereto acknowledge and agree that the terms and conditions contained herein are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA's service territory. As such,

neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions unrelated to the transactions contemplated hereunder.


IN WITNESS of this, the undersigned have executed this Agreement as of this 25th day of May 2017.

Village of Greenport:

By: 

GEORGE W. HUBBARD
MAYOR.

LONG ISLAND ELECTRIC UTILITY SERVCO,
LLC ("LIPA") as agent of and acting on behalf of
LONG ISLAND LIGHTING COMPANY d/b/a
LIPA ("LIPA")

By: 

By: John O'Connell
Title: Vice President

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 23rd day of May, in the year 2017, before me, the undersigned, personally appeared John O'Connell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JEANMARIE ODDON
Notary Public, State of New York
No. 01DE5075040
Qualified in Nassau County
Commission Expires March 24, 2019

STATE OF NEW YORK)

ss.:

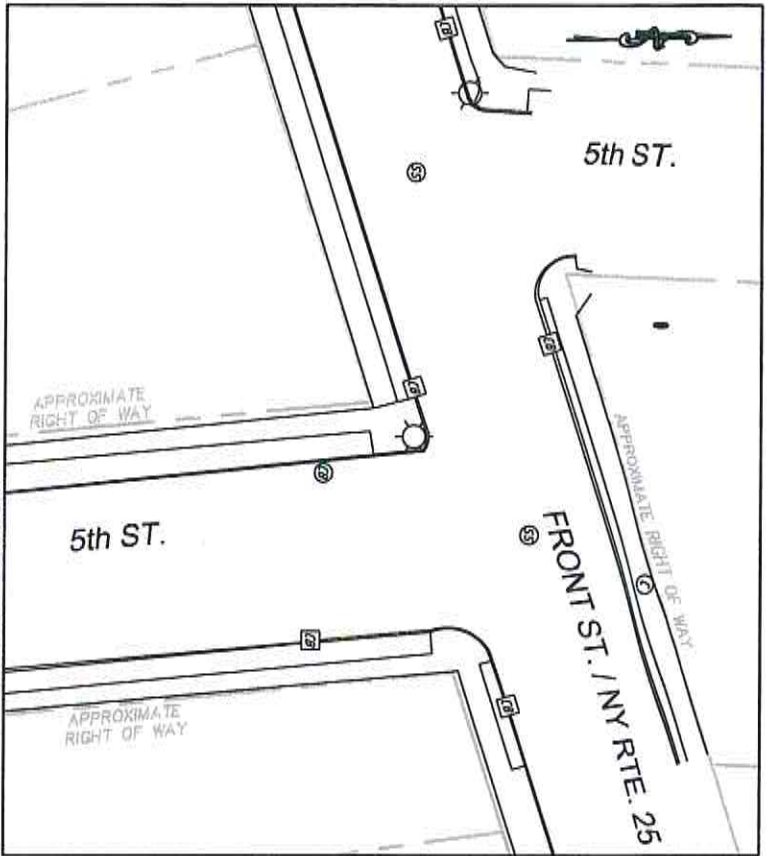
COUNTY OF SUFFOLK)

On the 25th day of May, in the year 2017, before me, the undersigned, personally appeared George W. Hubbard, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is described to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JEANMARIE ODDON
Notary Public, State of New York
No. 01OD6251238
Qualified in Suffolk County
Commission Expires November 14, 2019

Exhibit A



MATCHLINE - SEE ABOVE

GENERAL NOTES:

1. NORTH IS ORIENTED TO GRID NORTH FROM GPS OBSERVATION.
2. THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983 (NAD83/2011), NEW YORK STATE PLANE LONG ISLAND ZONE 3104.

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPETENT PROFESSIONAL (I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT), IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "X" MISDEMEANOR.

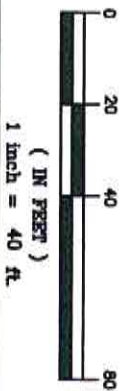
GENERAL NOTES:

3. INFORMATION SHOWN HEREON IS FROM A FIELD SURVEY COMPLETED BY M.J. ENGINEERING AND LAND SURVEYING, P.C. IN JANUARY 2017.
4. THE SHED AND PIER SHOWN ON SHEET 10 OF 10 ARE APPROXIMATE LOCATIONS AND WERE NOT SURVEYED.
5. UNAUTHORIZED ALTERATIONS OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYORS SEAL AND SIGNED WITH RED INK SHALL NOT BE CONSIDERED TO BE VALID COPIES.



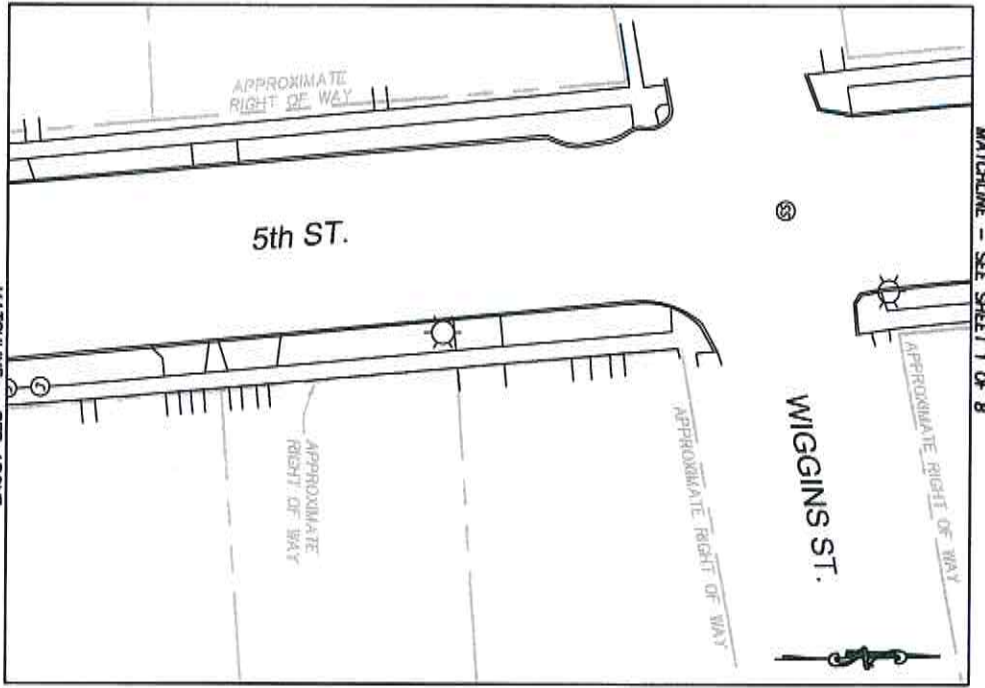
MATCHLINE - SEE BELOW

MATCHLINE - SHEET 2 OF 8

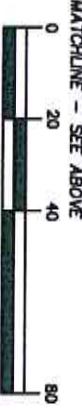


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| PROJ. MANAGER JGM CHIEF DESIGNER DESIGNED BY JLC DRAWN BY GJR CHECKED BY GJR |  ARCHITECTURE ENGINEERING ENVIRONMENTAL LAND SURVEYING <small>201 TOWNSEND ST. 4TH FL. NEW YORK, NY 10018 (212) 324-5444</small> |  Engineering and Land Surveying, P.C. 1533 Cresskill Road - Clifton Park, NY 12065 | BL COMPANIES EXHIBIT A THE VILLAGE OF GREENPORT TOWN OF SOUTHDOLD SUFFOLK COUNTY NEW YORK | SCALE: 1" = 40' CONTRACT NO. AL PROJ. NO.: 1226 05 DATE: 02/21/2017 1 OF 8 |
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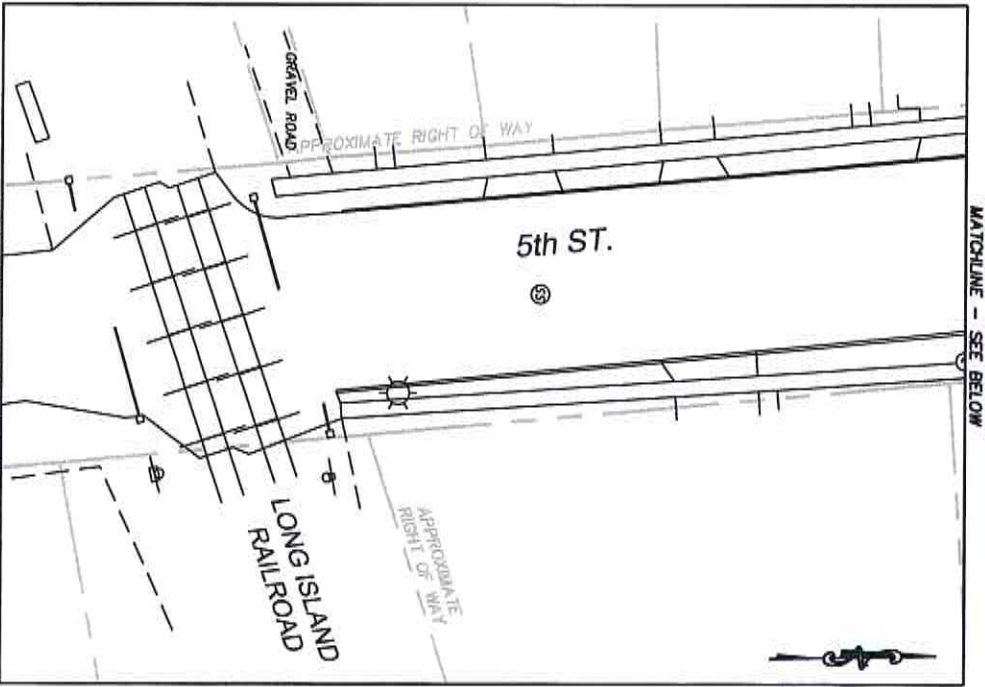
MATCHLINE - SEE SHEET 1 OF 8



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MATCHLINE - SEE BELOW



MATCHLINE - SEE SHEET 3 OF 8

PROJ. MANAGER JGM
 CHIEF DESIGNER
 DESIGNED BY
 DRAWN BY J.L.C.
 CHECKED BY GMR



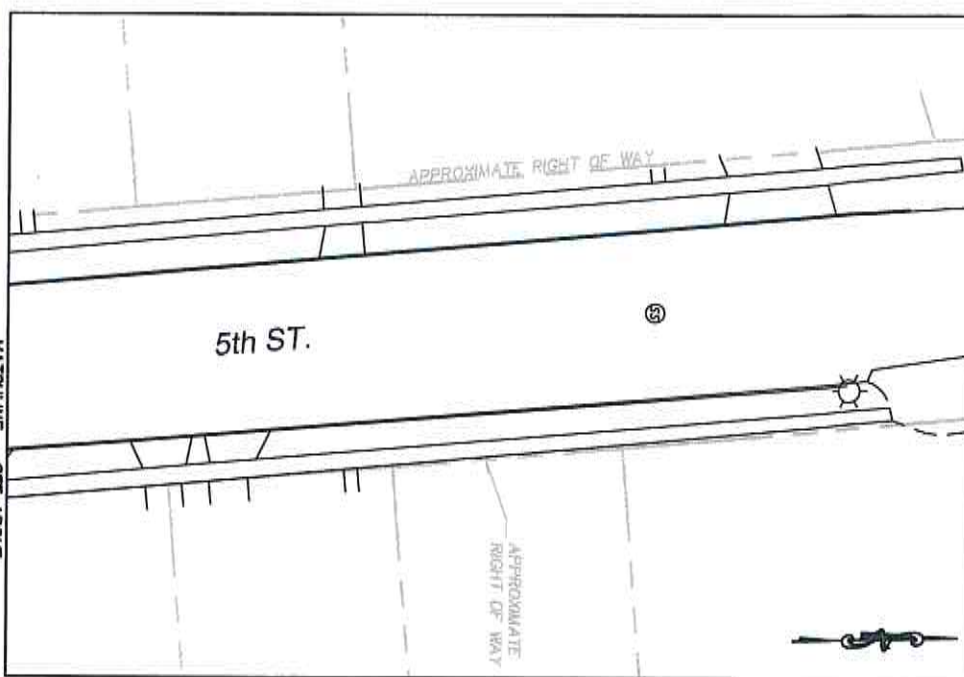
Engineering and
 Land Surveying, P.C.
 1533 Cassenell Road - Clifton Park, NY 12065

BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

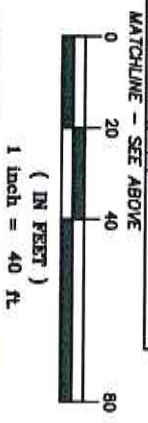
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 DATE 03/21/2017

2 OF 8

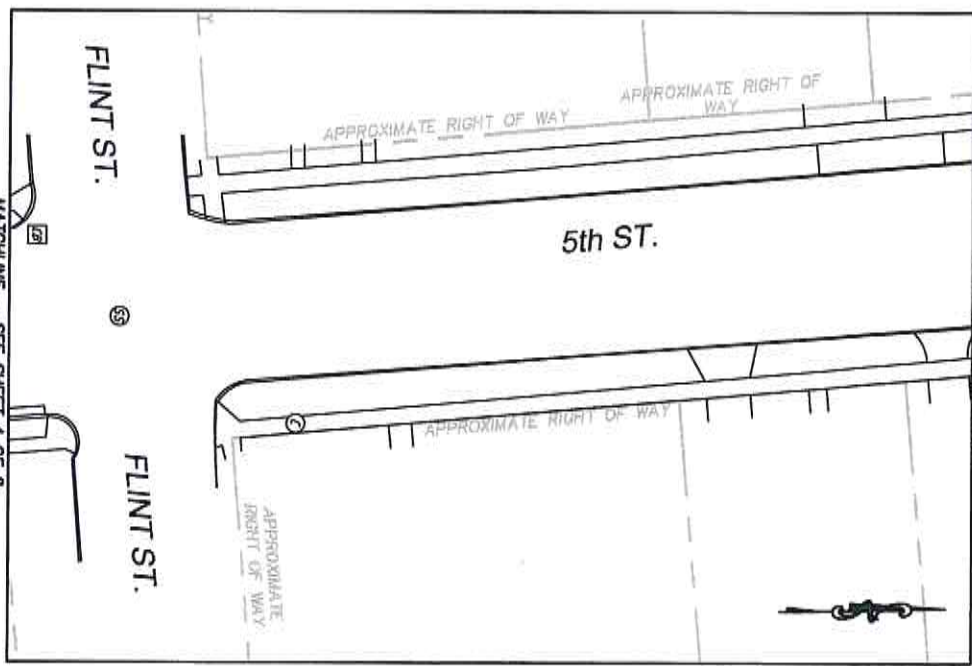
MATCHLINE - SEE SHEET 2 OF 8



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MATCHLINE - SEE BELOW



MATCHLINE - SEE SHEET 4 OF 8

PROJ. MANAGER JGM
 CHIEF DESIGNER
 DESIGNED BY JLC
 DRAWN BY GJR
 CHECKED BY GJR

SEAL

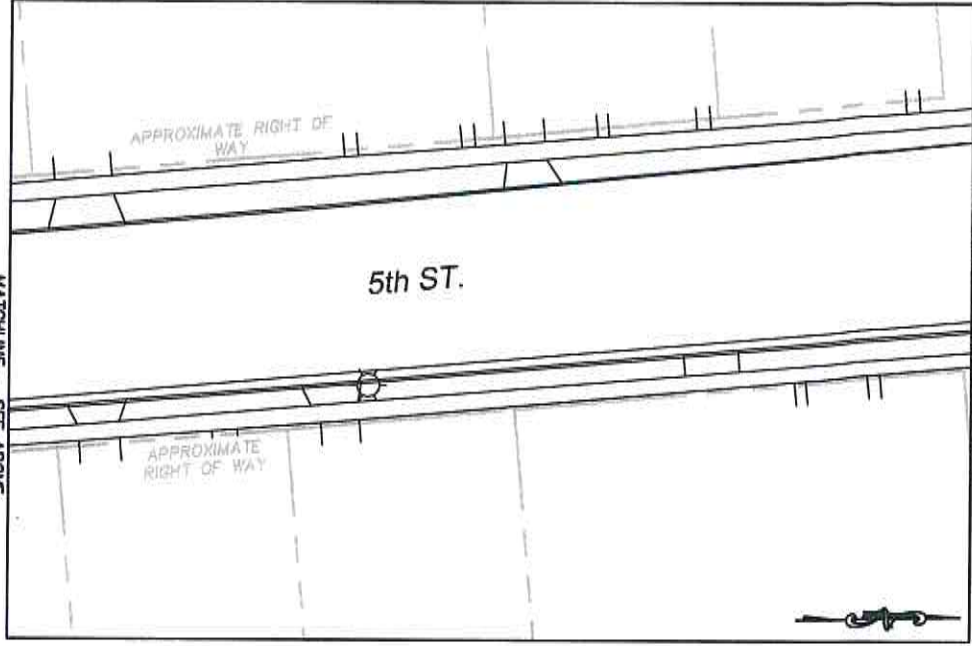


BL COMPANIES
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THE VILLAGE OF GREENPORT
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY
 NEW YORK

SCALE: 1" = 40'
 CONTRACT NO.:
 AL PROJ. NO.: 1226 05
 DATE: 02/21/2017

3 OF 8

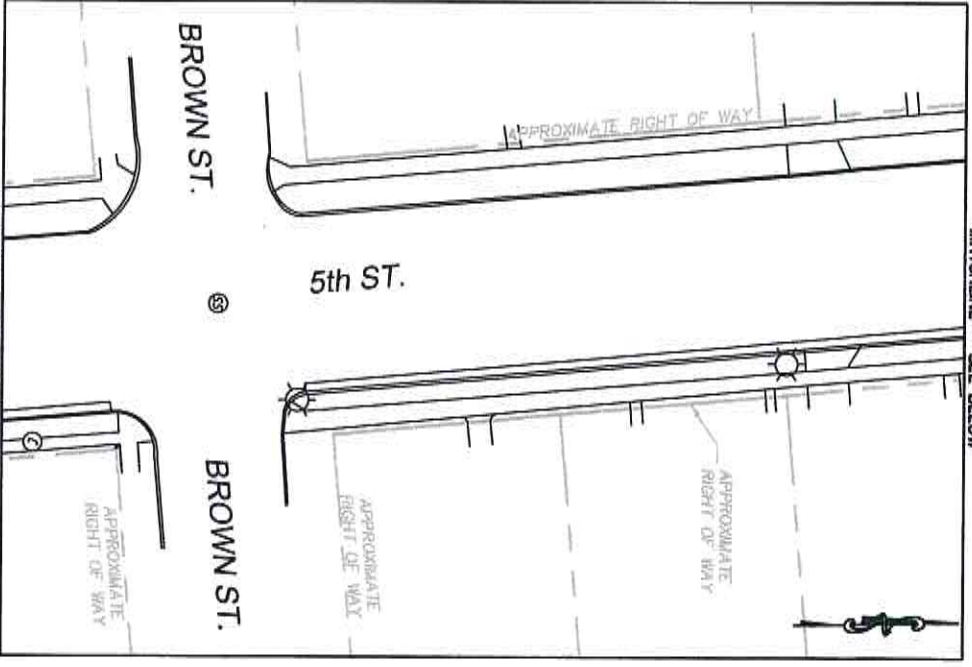
MATCHLINE - SEE SHEET 3 OF 8



THE ALTERATION OF THIS MATERIAL IN ANY WAY UNLESS DONE UNDER THE DIRECTION OF A COMPARE PROFESSIONAL (I.E.) ARCHITECT FOR AN ARCHITECT ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS 'A' MISDEMEANOR



MATCHLINE - SEE BELOW



MATCHLINE - SEE SHEET 5 OF 8

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| PROJ. MANAGER | JCM |
| CHEF DESIGNER | |
| DESIGNED BY | JLC |
| DRAWN BY | JLC |
| CHECKED BY | GJR |

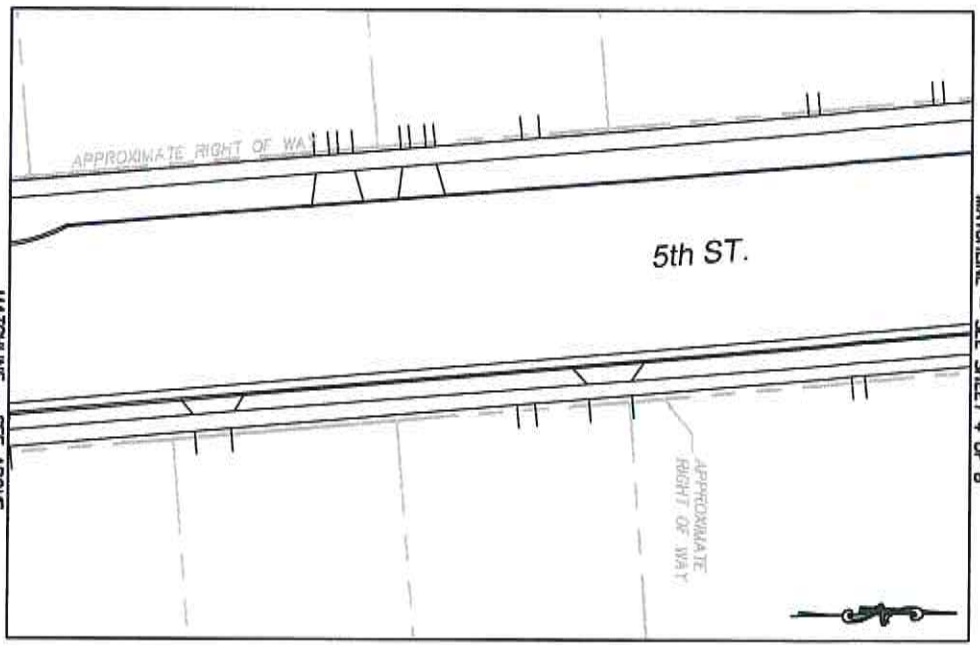
BL ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING
Computers
201 Hudson Ave. Ste 1401
New York, NY 10013
(212) 575-6343

M Engineering and
Land Surveying, P.C.
1533 Cresscent Road - Clifton Park, NY 12065

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THE VILLAGE OF GREENPORT
TOWN OF SOUTHDOLD
SUFFOLK COUNTY
NEW YORK

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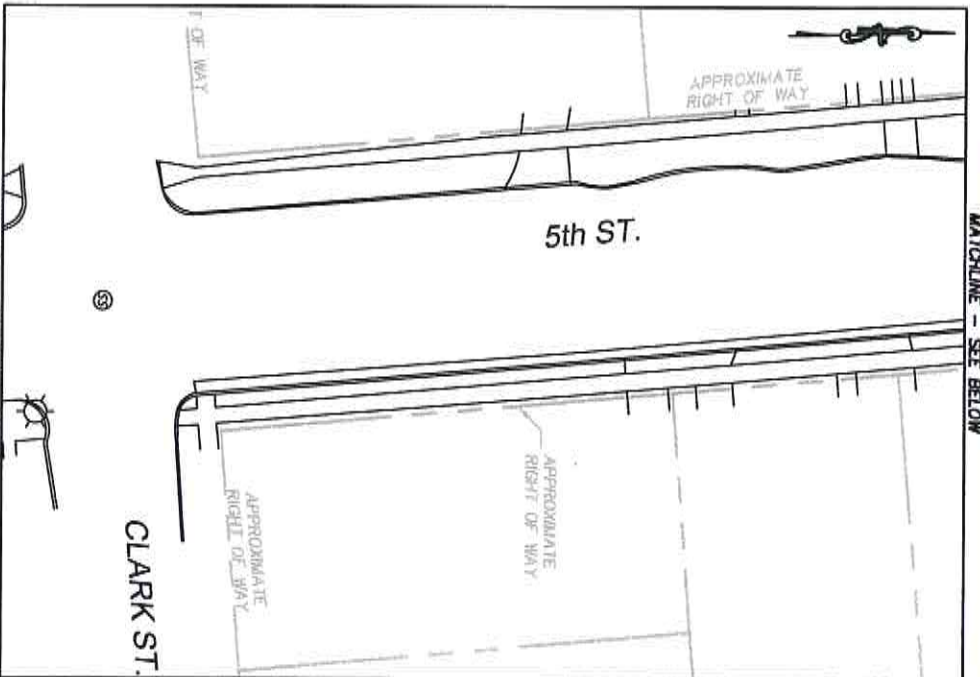


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MATCHLINE - SEE ABOVE



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MATCHLINE - SEE SHEET 6 OF 8

PROJ. MANAGER JSW
 CHIEF DESIGNER
 DESIGNED BY JLC
 DRAWN BY JLC
 CHECKED BY SWS

SEAL



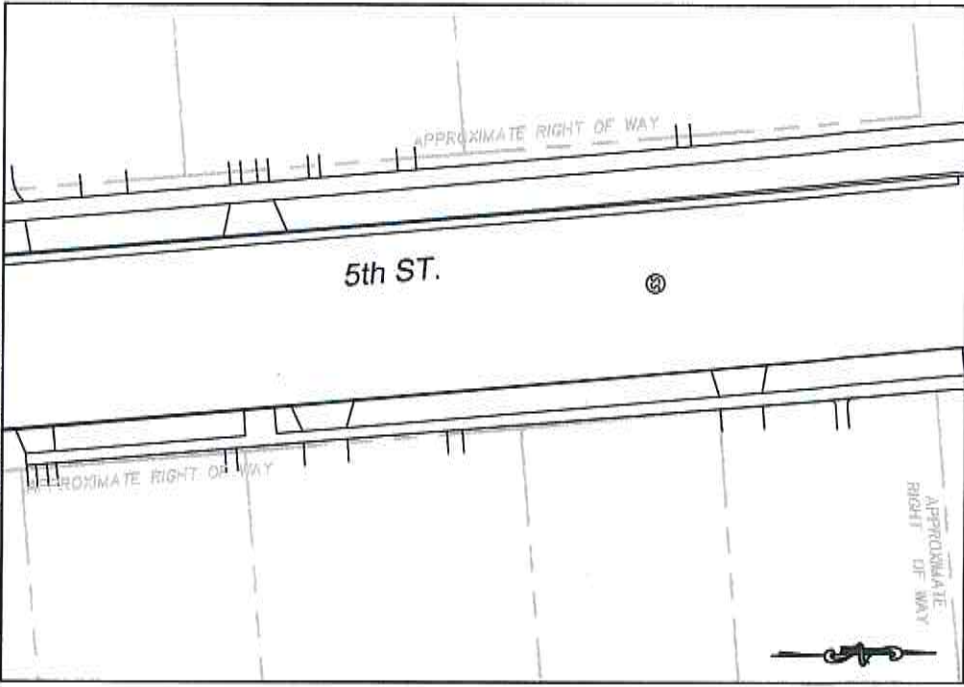
Engineering and
 Land Surveying, P.C.
 1533 Crescent Road - Clifton Park, NY 12065

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EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHDOLD
 SUFFOLK COUNTY
 NEW YORK

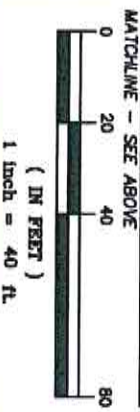
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 DATE: 09/21/2017

5 OF 8

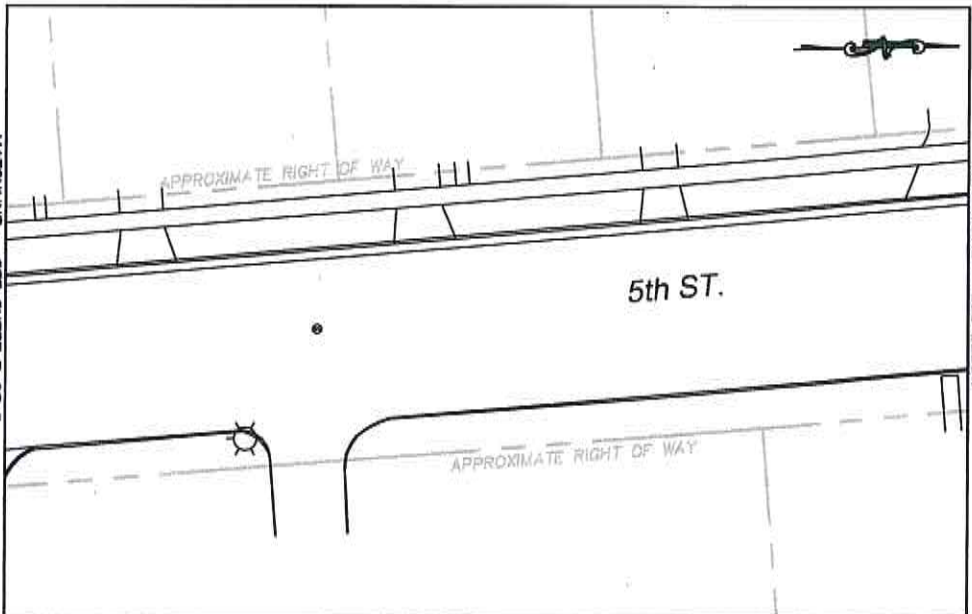
MATCHLINE - SEE SHEET 5 OF 8



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| PROJ. MANAGER | JSM |
| CHIEF DESIGNER | |
| DESIGNED BY | |
| DRAWN BY | JLC |
| CHECKED BY | GMR |

BL ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING
Companies
275 Madison Ave. Suite 441
New York, NY 10017
(212) 525-4343

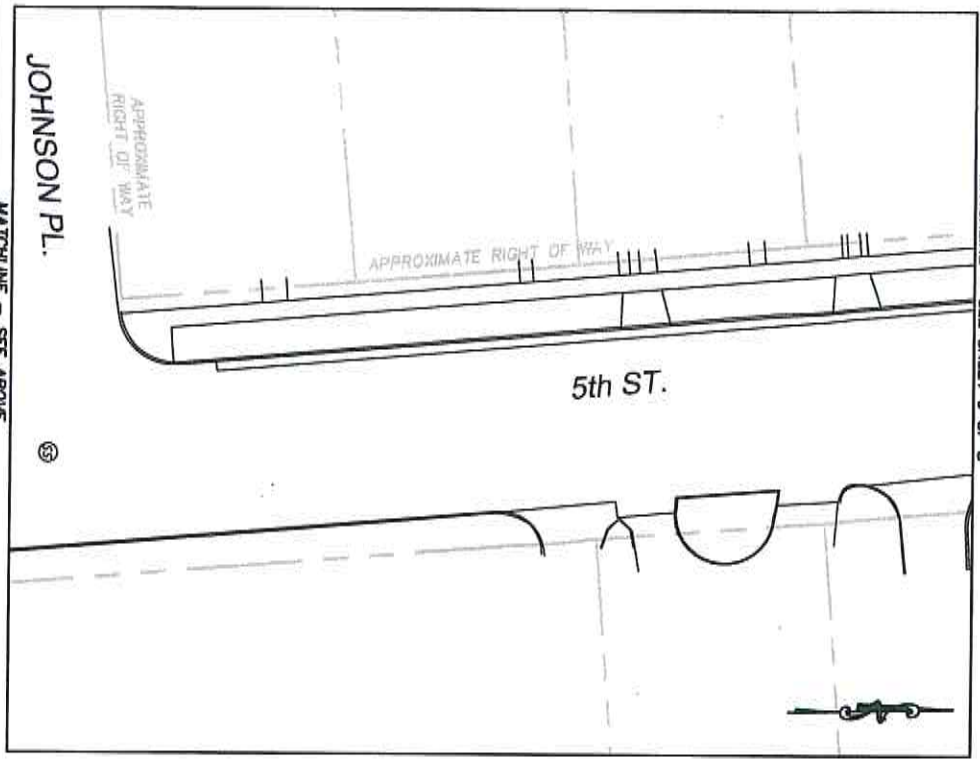
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Engineering and
Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

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EXHIBIT A
THE VILLAGE OF GREENPORT
TOWN OF SOUTHDOLD
SUFFOLK COUNTY
NEW YORK

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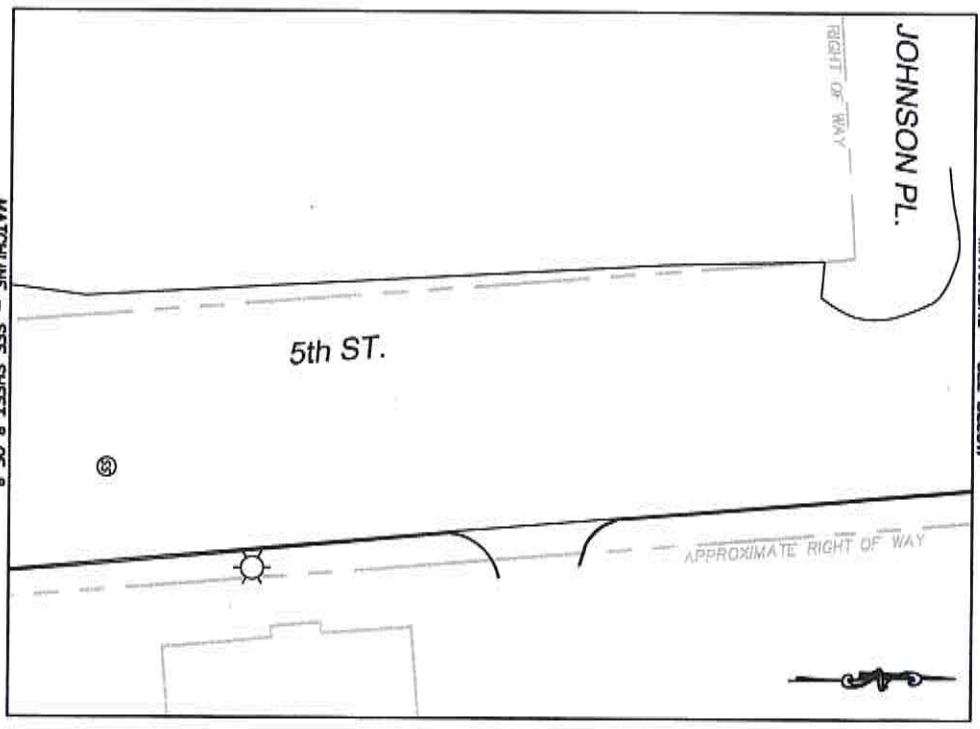
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MATCHLINE - SEE ABOVE

MATCHLINE - SEE BELOW



PROJ. MANAGER: JGM
 CHIEF DESIGNER:
 DESIGNED BY:
 DRAWN BY: JLC
 CHECKED BY: GMR

SCALE

BL ARCHITECTURE
 ENGINEERING
 ENVIRONMENTAL
 LAND SURVEYING
 Companies
 271 Madison Ave., Suite 1201
 New York, NY 10017
 (212) 200-6600



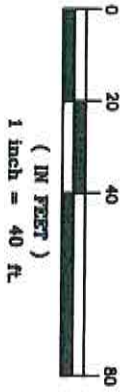
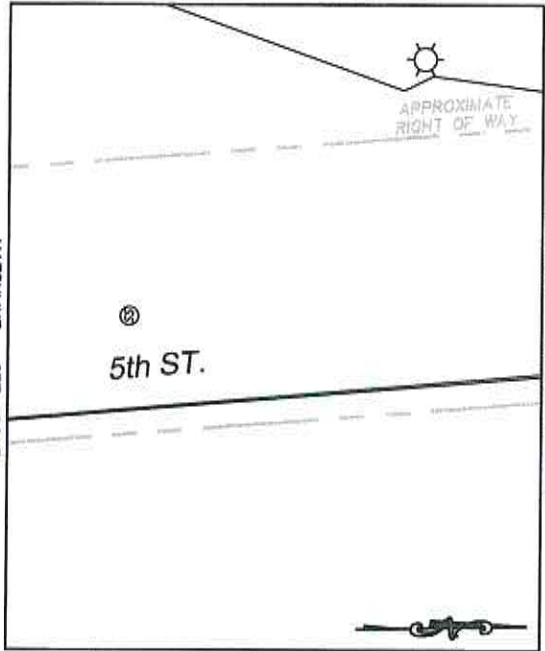
M Engineering and
 Land Surveying, P.C.
 1533 Cassport Road - Clifton Park, NY 12065

BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
 TOWN OF SOUTHWOLD
 SUFFOLK COUNTY
 NEW YORK

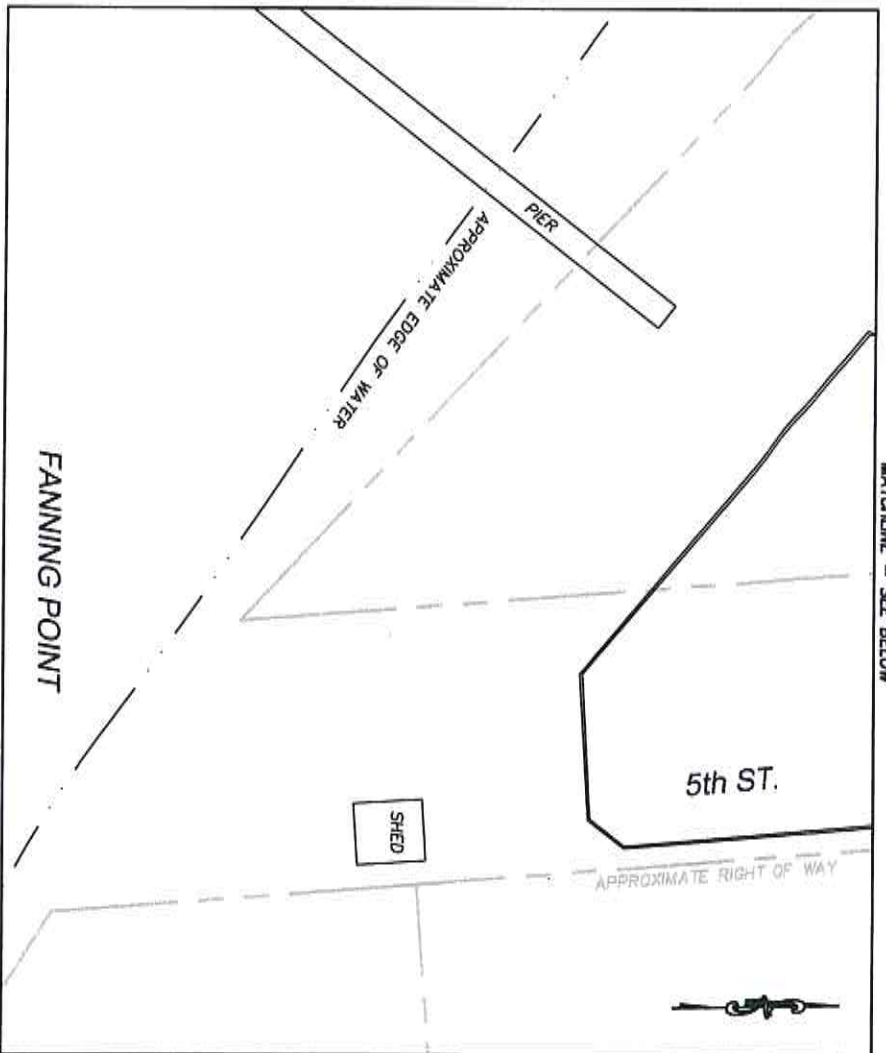
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 CONTRACT NO.:
 N.Y. PROJ. NO.: 1236 05
 DATE: 03/21/2017

7 OF 8

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THE ALTERATION OF THIS MATERIAL, IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "X" MISDEMEANOR.



| |
|---------------------|
| PROJ. MANAGER - JGM |
| CHIEF DESIGNER |
| DESIGNED BY |
| DRAWN BY - JLC |
| CHECKED BY - GMR |
| SEAL |

BL ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING
Companies
221 Madison Ave. 5th Fl. 10017
New York, NY 10017
(212) 512-4517



**Engineering and
Land Surveying, P.C.**
1533 Crescent Road - Clifton Park, NY 12065

BL COMPANIES
EXHIBIT A
THE VILLAGE OF GREENPORT
TOWN OF SOUTHBOLD
SUFFOLK COUNTY
NEW YORK

| |
|----------------------|
| SCALE 1" = 40' |
| CONTRACT No. |
| NY PROJ. No. 1296.05 |
| DATE 02/12/07 |

8 OF 8

Exhibit B

Utility Easement Agreement

This Utility Easement Agreement (the "Agreement"), made and dated the _____ day of May, 2017, by the **Village of Greenport** (the "Grantor" or the "Village") with offices located at 236 Third Street, Greenport, New York 11944, and **LONG ISLAND ELECTRIC UTILITY SERVCO, LLC** ("Servco") as agent of and acting on behalf of **LONG ISLAND LIGHTING COMPANY D/B/A LIPA** ("LIPA" or "Grantee") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553, as follows;

WITNESSETH

WHEREAS, the Grantor is the owner of the property described or indicated in Exhibit A annexed hereto and made a part hereof, which property is known as Fifth Street, Village of Greenport, New York 11944 (the "Village Property"); and

WHEREAS, Pursuant to the Amended and Restated Operations Services Agreement, dated as of December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time ("A&R OSA"), between LIPA and PSEG Long Island LLC ("PSEGLI") through its operating subsidiary, Servco, has assumed managerial responsibility for the day-to-day operations and maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System") as of January 1, 2014, and among the services to be provided under the A&R OSA, Servco will manage, act as agent of and on behalf of certain LIPA owned real estate; and

WHEREAS Accordingly, Servco will administer this Agreement and shall be LIPA's representative in all matters related to this Agreement, including any attached Schedules and Exhibits as applicable. LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA and Servco, including responsibility for any and all sums

due and owing Grantor, and Servco, PSEGLI and their respective affiliates, shareholders, officers and employees shall have no obligations to pay Grantor for sums due under or related to this Agreement. PSEG LI, Servco and LIPA shall be collectively referred to as “LIPA Parties” under this Agreement; and

WHEREAS the Grantor agrees to declare and grant to the Grantee a nonexclusive easement for a term described herein, pursuant to the terms and conditions of this Utility Easement Agreement in the area described in Exhibit B attached hereto and made a part hereof (the “Utility Easement Area”), that area being a portion of Fifth Street, and the Grantee agrees to accept that nonexclusive easement for the term described herein, pursuant to the terms and conditions of this Utility Easement Agreement; and

WHEREAS the Grantor and SERVCO as agent and acting on behalf of LIPA have simultaneously entered a Temporary Construction Access License Agreement between the Grantor and SERVCO as agent and acting on behalf of LIPA whereby the Grantor agrees to provide SERVCO as agent and acting on behalf of LIPA with temporary construction access license; and

WHEREAS the Grantor hereby grants LIPA, and LIPA accepts from Grantor, an easement, pursuant to the terms and conditions herein;

IT IS THEREFORE covenanted and agreed as follows:

1. Grant of Easement.

1.1 Utility Easement.

The Grantor, for itself and its successors and assigns, hereby conveys and grants to LIPA, and its successors and assigns, a non-exclusive easement (the “Utility Easement”) under, in, along, and across the property described on the attached and incorporated Exhibit B (the

“Utility Easement Area”) solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of an underground electric line (the “improvements”), and for access to the Utility Easement Area that is depicted generally on the attached and incorporated Exhibit B, and for no other use.

1.2. Reservation by Grantor/Non-Exclusive Use.

All right, title and interest in and to the Utility Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved by the Grantor, provided, however, that the Grantor shall not enact or maintain any improvements which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area, or develop, landscape or beautify the Utility Easement Area in a way which would unreasonably or materially interfere with the Grantee’s permitted use of the Utility Easement Area. The Easement shall be non-exclusive to the Grantee and shall not restrict nor preclude the Grantor hereof from granting any other non-exclusive easements to any other persons so long as any such non-exclusive easement does not conflict or interfere with the rights granted to the Grantee hereof or otherwise endanger Grantee’s underground property and electrical service.

1.3 Reservation by Grantor/Grantor’s Existing Equipment and Facilities.

Grantee acknowledges that Grantor owns, maintains, and operates an existing municipal water and sewer system and that there is already equipment for these systems that is located in the Utility Easement Area, and Grantee acknowledges and agrees to the continued existence of the Grantor’s equipment in the Utility Easement Area, and that the Grantor may operate, repair, maintain and or replace the Grantor’s equipment in the Utility Easement Area, or place other equipment in the Utility Easement Area that does not interfere with the Grantee’s use of the

Utility Easement Area as provided in this Agreement. Grantee agrees not to take any act regarding the Grantee's equipment or use of the Utility Easement Area that would damage, interfere or endanger the Grantor's equipment or the use or operation thereof.

2. Purpose and Limited Use of Easement.

2.1 Use.

The purpose and use of the Utility Easement shall be to construct, install, operate, maintain, inspect, test, repair, replace and/or remove a portion of an underground electric distribution cable which shall run from the LIPA Southold substation to a point on Shelter Island only.

2.2 Distribution Equipment Only.

LIPA and or its successors in interest may place a conduit and manhole system only in the Utility Easement Area that consists of and is of sufficient size and design to hold three (3) 13kv electric distribution lines; provided, however, Grantee shall be permitted only to utilize one (1) 13kv circuit energized at a time. Initially, LIPA and or its successors and or assigns shall place and use a 13 kv electric distribution circuit in the conduit and specifically shall not place or install an electric transmission line in the conduit or the Utility Easement Area during the term of this Utility Easement Agreement and any extensions thereto.

2.3 End of Useful Life.

In the event that any distribution line is no longer functional or is nearing the end of its useful life or another distribution line is needed for increased load, then LIPA, on not less than 30 days prior written notice to the Village, may install another distribution circuit, or its equivalent, in the conduits provided only one distribution circuit is operated at a time.

3. Term of the Utility Easement.

3.1 Initial Term.

The Utility Easement shall commence on the effective date of this Agreement and shall have an initial term of fifty (50) years from the effective date of this Agreement.

3.2 Renewal Terms.

LIPA shall have the right to exercise three (3) renewal options to renew the term of the Utility Easement for three consecutive (3) renewal terms of fifty (50) years each.

3.3 Exercise of an Option for a Renewal Term.

LIPA may exercise an option for a renewal term by notifying the Village of Greenport, Attention Village Clerk, at its offices, currently located at 236 Third Street, Greenport, New York 11944, in writing, by certified mail return receipt requested, regular mail, and electronic mail, not less than one (1) year prior to the expiration of the initial term, or each renewal term of the Utility Easement.

4. Consideration.

4.1. Consideration to be Paid by LIPA.

A. Consideration for the Initial Fifty Year Term.

1. The consideration to be paid by LIPA for the first fifty (50) year term of the Utility Easement shall be thirty thousand dollars (\$30,000).

2. The consideration of thirty thousand dollars (\$30,000) shall be nonrefundable and shall be paid to the Village of Greenport upon the execution and delivery of this Easement Agreement.

B. Consideration for the Renewal Terms.

1.

1. The consideration for each of the renewal terms shall be the then fair market value of the Utility Easement for each of the renewal term as determined by an independent, qualified third party appraiser with such appraiser to be by mutually agreed to by the parties.

2. The consideration for the renewal term shall be nonrefundable and shall be paid to the Village on or prior to the date of the commencement of each renewal term of the Utility Easement Agreement.

5. Default and Termination, Abandonment.

A. Upon default by either party on the party's obligations hereunder, or the failure of a party to fulfill its obligations in a timely manner, the non-breaching party shall notify the other party in writing of the nature of the breach or default of this Agreement. The breaching party shall have thirty (30) days from the receipt of this written notice in which to cure or utilize best efforts to commence to cure any such violation. If the violation cannot be reasonably cured within said thirty (30) day period, and the breaching party has diligently pursued such remedy as shall be reasonably necessary to cure the violation, then the parties may agree in writing, provided both parties agree, to an extension of the period in which the violation must be cured.

B. If the breaching party has not cured any such violation as specified in the written notice within the time provided by the notice or any extension to that time agreed to in writing by the non-breaching party, then the non-breaching party, at its sole option, shall have the right to terminate this Agreement by sending a written "Notice of Termination" to the breaching party, with the termination date to be not less than fifteen days from the date of mailing of the Notice of Termination. The Notice of Termination shall be effective for all purposes when deposited in the United States Mail, by certified mail, return receipt requested and regular mail.

C. If LIPA defaults under this Agreement, beyond any applicable notice, grace and/or cure period, upon LIPA's receipt of the Notice of Termination via U. S. Mail, the Village may initiate legal proceedings against LIPA to assume control and possession of the Easement Property Area.

D. Upon an abandonment of the Easement (an abandonment under this Easement Agreement being a discontinuance of the use of the equipment in the easement for a period of one hundred eighty (180) continual days, or of the project for which the easement is being used as provided in the Temporary Construction Access License Agreement), the Village may serve a Notice of Abandonment in the same manner and procedure as a Notice of Default as provided in this Section 5.0, and then serve a Notice of Termination, terminating the Agreement and the Easement subject to a tolling occasioned by any force majeure event, provided, however, no greater than one (1) calendar year.

E. A default or breach of the Temporary Construction Access License Agreement (Exhibit C) shall be a default or breach of this Utility Easement Agreement.

6. Restoration and Permits.

6.1 Restoration.

A. Restoration of Surface Area.

In addition to the Grantee's obligations under the Construction Access Agreement, in the event that after the completion of the required repaving, the surface of any portion of the Utility Easement Area is disturbed solely by the Grantee's exercise of any of its easement rights under this Agreement, then the Grantee shall restore such area to the condition in which it existed at the commencement of such activities within thirty (30) days of notification as provided herein subject to tolling occasioned by any force majeure related event by each

calendar work day of each force majeure event not to exceed ninety (90) days inclusive of such force majeure event.

B. Restoration on Expiration or Termination.

On the occurrence of the expiration of this Utility Easement Agreement or in the event that the Utility Easement Agreement is terminated due to default, abandonment or agreement of the parties, prior to the expiration of its term, Grantee shall remove Grantee's electric lines and cables from the Utility Easement Area, except that the Grantee shall, after removing all Grantee cabling and equipment, abandon the conduit and manholes for use by the Grantor, and restore the Utility Easement Area to the condition in which it existed prior to the date of this Agreement except that the remaining Grantee equipment shall become the property of the Village of Greenport.

6.2. Permits.

LIPA shall be responsible to obtain and maintain any and all permits that are required for the work contemplated in this Agreement including but not limited to required permits from the United States Army Corps of Engineers, New York State Department of Environmental Conservation, Public Service Commission, Metropolitan Transportation Authority, if any and to the extent applicable.

7. Temporary Construction Access License Agreement.

A. The Village of Greenport and LIPA shall simultaneously entered into a Temporary Construction Access License Agreement, a copy of which is annexed as Exhibit C hereto, whereby the Village of Greenport grants access to LIPA to perform construction for the installation of a conduit and manhole system, the aforementioned distribution line, and other

electrical equipment, on a temporary basis, for consideration, and subject to the terms and conditions of that Temporary Construction Access License Agreement.

B. The granting of this Utility Easement is subject to the compliance by LIPA and or its successors with the payment of the consideration and compliance with the other terms and conditions of the Temporary Construction Access License Agreement, and the Grantor and the Grantee agree that the failure by LIPA to pay the consideration due under the Construction Access Agreement or to fully comply with the material terms and conditions of the Temporary Construction Access License Agreement shall be a material breach of the terms and conditions of this Utility Easement Agreement whereby the Village of Greenport, on thirty days prior written notice, beyond any grace and/or cure period, may terminate this Utility Easement Agreement.

8. Abandonment of Project or Easement by LIPA.

Abandonment of the Easement for purposes of this Agreement shall be either an abandonment of the Project as defined in the Temporary Construction Access Agreement or as defined in 5.0(D) above, then the Village of Greenport may serve a Notice of Abandonment and Notice of Termination as provided in Section 5.0 above.

9. Insurance.

9.1 LIPA shall procure and maintain, at its own expense, and without any expense to the Village, to remain in effect for the entire term and renewal terms of this Agreement, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, by insurance companies authorized to do such business in the State of New York covering all operations during the Temporary Construction Access License Agreement and Utility Easement Agreement or any other time that the Grantee or LIPA shall access the Utility Easement Area to

repair, maintain or replace equipment as provided herein. All insurance provided herein shall name the Village of Greenport as additional insured and the Grantee shall provide the Village with the endorsement page of the insurance policy indicating compliance with the required coverage to the Village at the time of the execution of this Agreement, of not less than the following types and amounts:

A. Workman's Compensation in accordance with the laws of the State of New York, covering the Grantee and its Contractors and Subcontractors for all operations under this Agreement.

B. New York State Disability insurance in accordance with the laws of the State of New York covering the Grantee and its Contractors and Subcontractors for all operations under the Agreement.

C. Liability and Property Damage Insurance with limits of not less than:

Bodily injury each occurrence: \$1,000,000 Per Annum Aggregate \$ 5,000,000

Liability property each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000

General Liability Insurance each occurrence: \$2,500,000 Per Annum Aggregate \$10,000,000

D. Certificates and policies shall provide that coverage may not be canceled or changed without thirty (30) days prior notice to the Village. LIPA and LIPA's Contractors and Subcontractors shall be responsible for protection against vandalism, theft or malicious mischief of all of LIPA's work, materials and equipment at all times from the start to the completion of the work. The Village will not have any responsibility for or be under any obligation to reimburse LIPA, or any of its contractors or subcontractors for any losses which may be due to vandalism, theft or malicious mischief occasioned by such party.

E. LIPA shall be permitted to self-insure its obligations hereunder.

9.2 Term of Liability Insurance.

The liability insurance specified by 9.1 above shall remain in effect during the term and renewal terms of the Utility Easement Agreement.

9.3 Adjustments to Type and Amount of Coverage.

The parties must by mutual agreement adjust the type and amount of insurance required due to market changes, and the amount of the insurance coverage provided shall be adjusted, in writing, on not less than each applicable ten (10) year anniversary of date of the execution of this Utility Easement Agreement to reflect changes in the consumer price index.

10. General Provisions.

10.1 Covenants Running with the Land.

The parties to this Agreement acknowledge and agree that the easement and other rights conferred by this Utility Easement Agreement are intended to, and shall, run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

10.2 Assignment.

Except to an affiliate, subsidiary, Agent, as such term is defined in the OSA, successor or heir, the Grantor and the Grantee specifically agree, that this Agreement and the Grantee's rights hereunder are not assignable by the Grantee without the prior written consent of the Grantor, which consent may not be unreasonably withheld, conditioned nor delayed by Grantor. In the event of an assignment by the Grantee which is consented to by the Grantor, unless specifically released by the Grantor the Grantee shall remain liable and responsible for any and all of the Grantee's obligations to Grantor created by this Agreement and the Grantor's

remedies at law or in equity as against the Grantee or the Grantee's successors and assigns shall not be limited by the assignment or this Agreement.

10.3 Effective Date.

This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

10.4 Authorized Representative.

Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Easement Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

10.5 Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (certified mail, return receipt requested and regular mail), at their addresses as set forth below, or such other address or such additional recipient as any party may have furnished to the others in writing in accordance herewith. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below, or to such other address designated in writing to the other parties.

Notice to the Village:

Greenport Village Clerk
236 Third Street
Greenport New York 11944

Notice to LIPA:

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Long Island Electric Utility Servco, LLC
As agent and acting on behalf of
Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd.
Uniondale, NY 115523
Attn: Associate General Property Counsel
Tel: 516-222-3630

With a contemporaneous copy to:

Long Island Lighting Company d/b/a LIPA
333 Earle Ovington Blvd., Suite 403
Uniondale, NY 115523
Attn: General Counsel
Tel: 516-719-9847

The parties acknowledge and agree that if either party shall change its address for receiving notices, then such party shall notify the other party in writing of such change in address within thirty (30) days of the change in address of that party.

10.6 Attorney's Fees.

In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event that neither party wholly prevails, the court may apportion the costs or fees as the court deems appropriate.

10.7 Further Cooperation.

The parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary to further the expressed and intent purpose of this agreement.

10.8 Indemnification and Hold Harmless.

A. LIPA and its successors and assigns, shall be responsible to the Village, and shall reimburse, indemnify and hold the Village harmless for any damage to Village equipment

or property that is caused by or results from LIPA's exercise of the Easement or use of the Easement Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA or its contractors and subcontractors and from any claims, damages, actions or causes of action from environmental damages or contamination to the extent caused or contributed by Grantee, its successors and or assigns, and their contractors and or subcontractors, for the term and any renewal terms of this Agreement.

B. LIPA and its successors and or assigns shall indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses or liability incurred by the Village and resulting from LIPA's exercise of the Easement or use of the Easement Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

C. LIPA and its successors and or assigns shall defend, indemnify and hold harmless the Village and its successors and or assigns against all damages, expenses, costs, losses, or liability for damages claimed by third parties whether made against the Village or directly to LIPA, resulting from LIPA's exercise of the Easement or use of the License Area under this Agreement, the Project, or the actions, failure to act, omissions, design, or work of LIPA and or its contractors and or subcontractors with regard to the Project.

Notwithstanding anything to the contrary contained herein, LIPA's indemnity obligations hereunder shall not apply to any liabilities, losses or damages occasioned by the Village's and/or third party's acts, omission, negligence and/or misconduct.

10. 9 Non-Precedent. The parties hereto acknowledge and agree that the terms and conditions contained herein have been and are negotiated under unique factual circumstances, including without limitation, the circumstance that the Village is outside LIPA's service territory.

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and that as such, neither party to this Agreement shall be bound by the terms and conditions contained herein for subsequent transactions.

10.10 Taxes.

A. Property Taxes.

Grantee shall be responsible to pay any property taxes or other assessments attributable to or assessed upon the Utility Easement Area and the Grantee's equipment in the Utility Easement Area.

B. Transfer and other Taxes.

The Grantee shall be responsible for the payment of any and all transfer taxes or similar assessments including but not limited to the New York State real property transfer tax, the Peconic Bay Region tax and any other taxes that may arise from or be assessed from this transaction.

10.11 No Ownership Interest.

LIPA, for itself and for its successors and or assigns, does hereby state and warrant that LIPA does not and will not maintain any ownership of the Utility Easement Area and that in the event that it is deemed that an ownership interest may have been created or conveyed to LIPA by this Utility Easement, then on the request of the Village, LIPA shall execute such documents as may reasonably requested by the Village to transfer any ownership interest that may have been created in LIPA back to the Village.

10.12 Amendment.

The Utility Easement Agreement may not be modified, changed, altered, amended or otherwise revised except by way of a duly executed written amendment duly approved and executed by both Grantor and Grantee.

10.13 Failure to Act not a Waiver.

The failure by the Grantor to declare a default by the Grantee where the Grantee is in default or breach of any provision of this Agreement shall not be a waiver of that default by the Grantor or of any of the Grantor's rights hereunder. The waiver by either the Grantor or the Grantee, or both, of any of its rights with respect to a default or any other matter arising under this Easement Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

10.14 Recording Easement Agreement.

Upon the execution of this Utility Easement Agreement, the Grantee shall cause the Utility Easement Agreement to be recorded at the office of the Suffolk County Clerk at the Grantee's expense. Grantee shall provide the Grantor with a certified copy of the recorded Utility Easement Agreement within thirty (30) days of the date of the execution of this Agreement and in no event prior to the use of the Utility Easement area by the Grantee.

10.15 Applicable Law and Venue.

The law of the State of New York shall govern the interpretation of this Utility Easement Agreement. The venue for any action taken for the enforcement of or arising from this Agreement shall be the Supreme Court, Suffolk County, New York.

10.16 Injunctive Relief.

The parties agree that, in the event of default, there may not be an adequate remedy at law, and that therefore, it is agreed that the parties shall be entitled to seek injunctive relief, including but not limited to a mandatory injunction.

10.17 Severability.

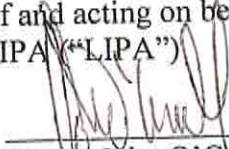
If any provision of this Easement Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Greenport and Long Island Electric Utility Servco, LLC as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA have hereunto set their hand the day and year just above written.

GRANTEE:

LONG ISLAND ELECTRIC UTILITY SERVCO, LLC ("Servco") as agent of and acting on behalf of LONG ISLAND LIGHTING COMPANY d/b/a LIPA ("LIPA")

By:


Name: John O'Connell
Title: Vice President

GRANTOR:

VILLAGE OF GREENPORT

By:

Name:
Title:

Exhibit A
“VILLAGE PROPERTY”

Exhibit B
"Utility Easement Area"

Exhibit C
Temporary Construction Access License Agreement

Exhibit C



End of Fifth Street at the water's edge of the Shelter Island Sound North showing the start point of the Horizontal Directional Drilling.

C1

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C2

At the end of Fifth Street at the water's edge of Shelter Sound North, the work fenced area for Horizontal Directional Drilling setup.

Exhibit D

BOARD OF TRUSTEES
VILLAGE OF GREENPORT

RESOLUTION ESTABLISHING A SEGREGATED
RESERVE ACCOUNT FOR DEPOSIT OF ACCESS FEE FOR
TEMPORARY LICENSE CONSTRUCTION ACCESS AGREEMENT
WITH LIPA

WHEREAS the Board of Trustees of the Village of Greenport and the Long Island Electric Utility Servco, LLC ("Servco") as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA ("LIPA") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553 (jointly the "Parties"), have entered a Temporary Construction Access License Agreement, dated April __, 2017, (the "Agreement"), and

WHEREAS Section 3.1 of the Agreement provides that the Access Fee in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) to be paid pursuant to the Agreement, and as provided in Section 3.1 of that Agreement; and

WHEREAS pursuant to that Section 3.1 the Board of Trustees of the Village of Greenport is to establish a segregated account to be indicated as a trust and agency account of the Village of Greenport, where the deposit of the Access Fee is to be made and to be held for the sole purpose of fulfilling the agreement of the parties in accordance with the Agreement, and pursuant to that Section 3.1; it is therefore hereby

RESOLVED the Board of Trustees hereby authorizes the creation of a segregated account to be opened and maintained for the sole purpose of fulfilling the terms and conditions of the Agreement of the Parties as outlined in detail Section 3.1 of the Agreement, as further stated as follows as provided in the Agreement, only:

A. LIPA shall pay to the Village a payment, which payment shall be nonrefundable except as provided herein, in the amount of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) (the "Access Fee") payable in one lump sum amount upon the full execution and delivery of original copies of this License Agreement and the Utility Easement Agreement. The parties hereto acknowledge and agree that the Access Fee shall solely be in consideration of and for License the use and transactions contemplated in the Access Agreement.

B. The Access Fee of one million three hundred and twenty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,320,333.33) shall be deposited and retained by the Village of Greenport into a segregated account to be established by the Village pursuant to a resolution by the Board of Trustees that the account is established in accordance with this Section 3.1 of the Temporary License Construction Access Agreement.

C. The fee monies shall be retained and refundable in the segregated account until such time LIPA obtains any and all necessary permits, approvals and final SEQRA determination (collectively, the "Approvals") to commence the Licensed Work and enter into the Utility Access Agreement, upon full and unconditional receipt by LIPA of the Approvals, the Access Fee shall be nonrefundable and shall be disbursed to the Village of Greenport.

D. In the event that LIPA, after a due diligent attempt is unable to obtain the Approvals, then upon thirty (30) days written notice by LIPA to the Village of Greenport, the Village of Greenport shall unconditionally and immediately disburse the amount of one million two hundred and sixty thousand, three hundred and thirty-three dollars and thirty-three cents (\$1,260,333.33) to LIPA, upon which there shall be no further obligation or liability of the Village of Greenport to LIPA, and the Village of Greenport shall disburse from the established account to the Village of Greenport, an amount not to exceed sixty-thousand dollars (\$60,000), for all commercially reasonable, necessary, actual, documented and itemized costs, including legal and professional fees, incurred by the Village of Greenport solely related to the transactions contemplated in the License Agreement and the Utility Easement Agreement. The Village of Greenport shall provide LIPA with all actual, documented and itemized costs incurred by the Village.

RESOLVED that the segregated account shall only be opened and maintained in accordance with this Resolution and Section 3.1 of the Agreement only and that on the authorization of the Village of Greenport to disburse the monies deposited to the Village of Greenport as provided in Section 3.1 of the Agreement, the Village Treasurer of the Village of Greenport is hereby authorized to transfer the Access Fee monies from the trust and agency account created herein to the Village of Greenport General Account without further action by the Board of Trustees.

GH



Michael J. Deering
Director of Customer Service Oversight & Stakeholder Relations
mdeering@lipower.org
516.719.9811

June 28, 2017



Mr. Joe Prokop
Village of Greenport
236 Third Street
Greenport, New York 11944

Re: New 13kV Underground Feeder Cable from Southold 8J Substation through Village of Greenport to Shelter Island

Dear Mr. Joe Prokop,

Enclosed please find a copy of the revised SEQRA Environmental Assessment Form with attachments ("EAF") for the above-referenced project. LIPA requests that you provide your comments, if any, within 30 days, after which LIPA will make its Lead Agency SEQRA determination.

LIPA previously submitted to the Village an EAF for the project along with a Lead Agency notification letter dated August 17, 2016. At the time the Village disputed Lead Agency designation. NYSDEC resolved the Lead Agency dispute and confirmed LIPA as Lead Agency for the SEQRA review of this project by decision dated November 10, 2016.

The revisions to the EAF primarily relate to a minor rearrangement of the cabling in the vicinity of the Southold substation and the additional identification and evaluation of certain potential impacts raised by the Village during the Lead Agency dispute.

Please submit your agency's written comments to EAF to Sy Gruza, Esq., Environmental Attorney, PSEG Long Island, 333 Earle Ovington Blvd, Suite 403, Uniondale, NY 11553, and phone number (516) 222-3570 with a copy to Alex Pozdnyakov, Assistant General Counsel, LIPA, at the same address. Thank you.

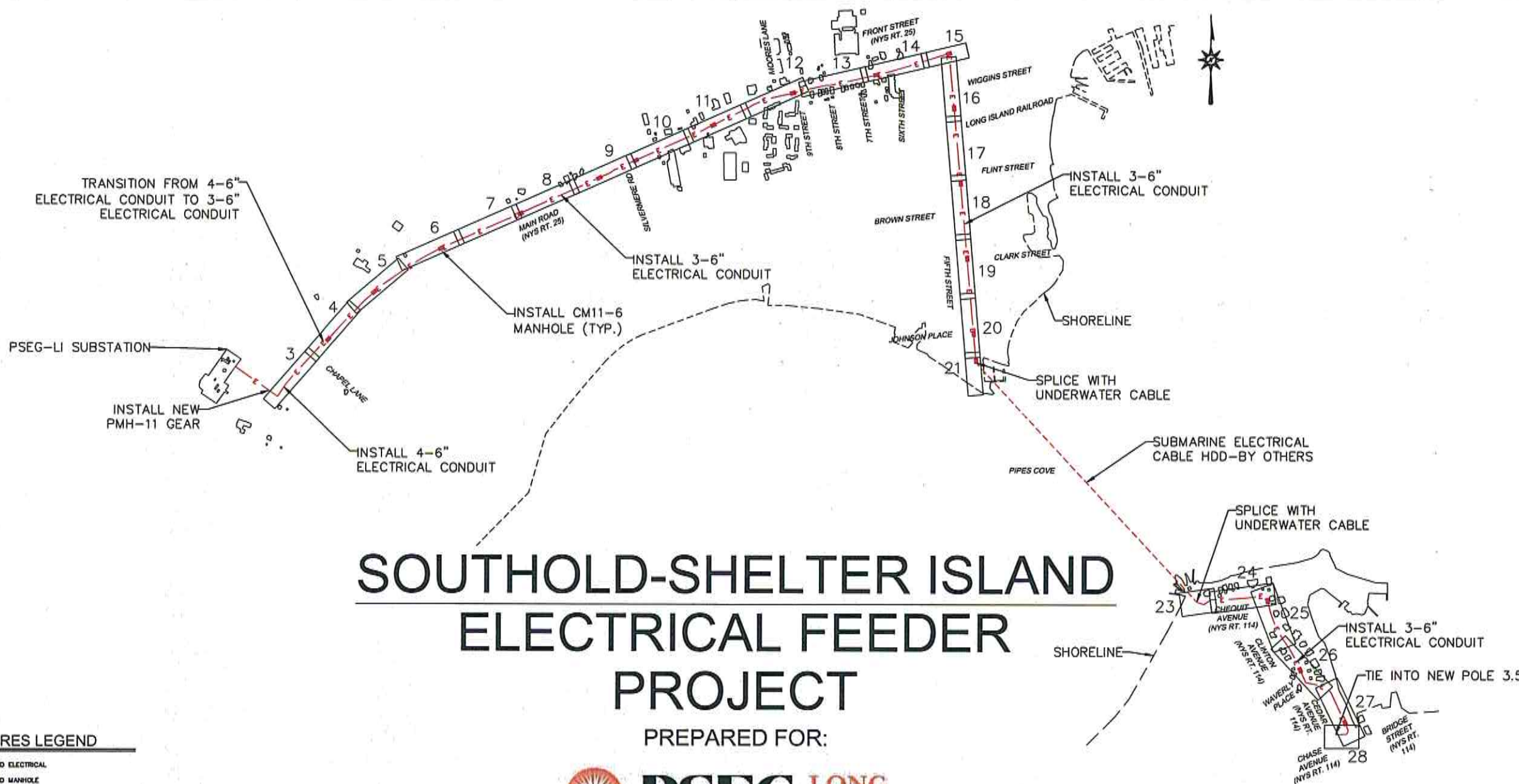
Sincerely,


Michael Deering

Encl.

1 2 3 4 5 6 7 8 9 10

A
B
C
D
E
F



SOUTHOLD-SHELTER ISLAND ELECTRICAL FEEDER PROJECT

PREPARED FOR:



PROPOSED FEATURES LEGEND

- PROPOSED ELECTRICAL
- PROPOSED MANHOLE

SURVEY LEGEND

- | | | | | | |
|--|--|--|---|--|---|
| | Property Line | | Fiber Optic Telecommunications Line | | Sign |
| | Railroad | | Level 3 (Civil Defense) Telecommunications Line | | Bollard |
| | Treeline | | Underground Traffic Signal Cable | | Shrub |
| | Brushline | | Water Line | | Deciduous Tree |
| | Major Contour | | Underground Utility - Type Unknown | | Coniferous Tree |
| | Minor Contour | | Handhole | | Utility Line Continues |
| | Stone Wall | | Electric Meter | | Utility Line Ends |
| | Retaining Wall | | Utility Pole | | End of Subsurface Geophysical Information |
| | Guide Rail | | Utility Pole w/ Light | | End of Record Information |
| | Fence | | Day Wire | | No Record Information |
| | Overhead Wires | | Light Pole | | Approximate Edge of Pipe per Record Information |
| | Underground Electric Line | | Gas Valve | | Approximate Edge of Ductbank per Record Information |
| | Underground Straight/Streetlight Electric Line | | Cleanout | | Field-located MH Cover |
| | Gas Line | | Catch Basin | | Approximate Location of Underground Vault per Record Dimensions |
| | Sanitary Sewer | | Manhole | | |
| | Sanitary Force Main | | Span Pole | | |
| | Storm Sewer | | Pedestrian Signal | | |
| | Underground Cable Television Line | | Fire Hydrant | | |
| | Underground Telecommunications Line | | Water Valve | | |
| | 2 Underground Telecom Ducts | | Water Meter | | |
| | | | Valve - Utility Type Unknown | | |

- UTILITY QUALITY LEVELS**
- Quality Level D
 - Quality Level C
 - Quality Level B
 - Quality Level A
- Point of Quality Level B Designation
- Point of Quality Level A Designation

NOT FOR CONSTRUCTION



| DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | REVIEWED BY | APP. |
|----------|-------------------------|-------------|------------|-------------|------|
| 12/21/17 | ISSUED FOR PERMITS | JPA | PC/ES | PC/ES | |
| 01/22/18 | ISSUED FOR CLEAR REVIEW | JPA | PC/ES | PC/ES | |
| 01/18/18 | ISSUED FOR CLEAR REVIEW | JPA | PC/ES | PC/ES | |
| 01/18/18 | ISSUED FOR REVIEW | BOV/JPA | PC/JAM | PC/JAM | |
| 01/18/18 | ISSUED FOR REVIEW | BOV/JPA | PC/JAM | PC/JAM | |

| | |
|---|----------------------|
| PSEG-LI SOUTHOLD-SHELTER ISLAND SOUTHOLD, GREENDPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY | |
| INSTALLATION OF ELECTRIC CABLE | |
| PSEG-LI 117 Station Park Babcock, New York 11901 | |
| SCALE AS NOTED | PROJECT NO. CV-01 |
| DATE OF FILE NO. CV16C603001.DWG | SHEET NO. 1 OF 30 |

GENERAL CONSTRUCTION NOTES

- MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NYS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED JANUARY 2, 2002 SECTION 619 ENTITLED BASIC MAINTENANCE AND PROTECTION OF TRAFFIC AND AS DIRECTED BY THE ENGINEER.
- THE MAINTENANCE AND PROTECTION OF TRAFFIC PLANS INCLUDE SPECIFIC PLANS FOR ALL MAJOR INTERSECTIONS AND RAMPS AS WELL AS TYPICAL PLANS FOR EVERYDAY CONSTRUCTION ACTIVITIES.
- ALL TRAFFIC CONTROL PROCEDURES AS WELL AS WARNING (DIAMOND SHAPED) AND GUIDE (RECTANGULAR) SIGNS SHALL COMPLY WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" ISSUED BY THE STATE OF NEW YORK, DEPARTMENT OF TRANSPORTATION.
- ALL LANDSCAPING ACTIVITIES SHALL CONFORM WITH THE FOLLOWING SECTION OF THE NEW YORK STATE DOT STANDARD SPECIFICATIONS DATED JANUARY 2, 2002:

610 TURF AND WILDFLOWER ESTABLISHMENT
611 PLANTING
613 TOPSOIL
614 CARE, THINNING AND REMOVAL OF TREES
615 MISCELLANEOUS WATERING
713 LANDSCAPE DEVELOPMENT MATERIALS

- TOPSOIL AND GRASS SHALL BE REPLACED AS PER THE PROJECT SPECIFICATION AS WELL AS THE ABOVE REFERENCED NYSOT STANDARD SPECIFICATIONS.
- ALL PAVING ACTIVITIES SHALL CONFORM WITH THE FOLLOWING SECTIONS OF THE NYSOT STANDARD SPECIFICATIONS DATED JANUARY 2, 2002:

203 EXCAVATION AND EMBANKMENT
303 OPTIONAL FLEXIBLE SHOULDERS
400 BITUMINOUS PAVEMENTS
403 HOT MIX ASPHALT CONCRETE PAVEMENT
405 COLD MIX BITUMINOUS PAVEMENT
407 TACK COAT
480 MISCELLANEOUS COLD MILLING
608 SIDEWALKS, DRIVEWAYS, ETC.
609 CURBING, GUTTERS AND CONCRETE MALL
612 SODDING, ETC.
618 BITUMINOUS MATERIALS
633 CONDITIONING EXISTING PAVEMENT
714 CURBING AND GUTTER

- ALL SIGNS DAMAGED SHALL BE REPLACED AS DIRECTED BY THE ENGINEER.
- ALL WORK RELATING TO SIGNS, INCLUDING TEMPORARY CONSTRUCTION SIGNS, SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE NYSOT STANDARD SPECIFICATIONS DATED JANUARY 2, 2002:

644 SIGN STRUCTURES
645 GUIDE SIGNS, TRAFFIC SIGNS AND SPECIAL DEVICES
647 REMOVING, STORING AND RELOCATING SIGNS
730 SIGNS AND DELINEATORS
646 DELINEATORS, REFERENCE MARKERS AND SHOWFLYING MARKERS

- ALL FENCE AND GUIDE RAIL REMOVED OR DAMAGED SHALL BE REINSTALLED OR REPLACED AS DIRECTED BY THE ENGINEER.
- ALL GUIDE RAIL REMOVED SHALL BE IMMEDIATELY REPLACED WITH TEMPORARY CONCRETE BARRIERS AS SPECIFIED IN SECTION 619 OF THE NYSOT STANDARD SPECIFICATIONS DATED JANUARY 2, 2002.

- ALL FENCE REMOVED SHALL BE IMMEDIATELY REPLACED WITH TEMPORARY FENCING AS REQUIRED.
- ALL WORK RELATING TO FENCES AND GUIDE RAILS SHALL COMPLY WITH THE FOLLOWING SECTIONS OF THE NYSOT STANDARD SPECIFICATIONS DATED JANUARY 2, 2002:

606 GUIDE RAILING
607 FENCES
710 FENCE AND GUIDE RAIL

- WHERE STRUCTURES EXIST WITHIN THE ANGLE OF REPOSE OF THE REQUIRED EXCAVATION, AS EVIDENCED BY ONE TO ONE SLOPE FOR THE ANGLE OF REPOSE OR AS DETERMINED BY THE ENGINEER, SHEETING IS REQUIRED TO BE DRIVEN AS PER PROJECT SPECIFICATION.
- BACKFILLING OPERATIONS ADJACENT TO STRUCTURES AS DEFINED ABOVE SHALL COMPLY WITH THE NYSOT STANDARD SPECIFICATIONS SECTION 203-3.15 BACKFILL AT STRUCTURES, CULVERTS, PIPES, CONDUITS AND DIRECT BURIAL CABLES AS WELL AS PER PROJECT SPECIFICATION.

- ALL DRIVEWAYS TO BE PLATED DURING CONSTRUCTIONS. ACCESS TO ALL PROPERTIES SHALL BE MADE AVAILABLE.
- PROPERTY LINES BASED UPON NASSAU COUNTY UNOFFICIAL ROAD RECORD DRAWINGS AND INFORMATION RECEIVED FROM LOCAL LICENSED SURVEYOR.

- INVERTS ARE MEASURED FROM GRADE.
- PAVEMENT MARKINGS (MATERIAL AND INSTALLATION) TO CONFORM TO NYSOT REQUIREMENTS.
- PAVEMENT PLOWABLE MARKERS (MATERIAL AND INSTALLATION) TO CONFORM TO NYSOT REQUIREMENTS.
- ALL DRAINAGE STRUCTURES TO BE CLEANED OUT UPON COMPLETION OF CONSTRUCTION.

HORIZONTAL DIRECTIONAL DRILLING NOTES

- DIMENSIONS CALCULATED TO CENTERLINE BORE.
- CONTRACTOR IS RESPONSIBLE FOR CALLING NEW YORK ONE CALL AND LOCATING ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION PER NYS LAW.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND PROTECT ANY FOREIGN UTILITY THAT MAY BE AFFECTED BY THE HDD OPERATIONS.
- CONTRACTOR TO VERIFY RIGHTS-OF-WAY PRIOR TO CONSTRUCTION.
- HORIZONTAL AND VERTICAL ALIGNMENT OF HORIZONTAL DIRECTIONAL DRILLING (HDD) IS LARGELY BASED ON CONTRACTOR MEANS AND METHODS. THE ENGINEER HAS USED ENGINEERING JUDGEMENT AND KNOWLEDGE OF THE HDD PROCESS TO LAYOUT THE ALIGNMENT SHOWN HERE. THE CONTRACTOR IS RESPONSIBLE FOR SELECTION OF HORIZONTAL AND VERTICAL ALIGNMENT, INCLUDING ENTRY/EXIT ANGLE, TURNING RADIUS, CLEARANCE TO OTHER UTILITIES, ETC. AFTER COLLECTING UTILITY TEST HOLE DATA, CONTRACTOR SHALL SUBMIT HORIZONTAL AND VERTICAL ALIGNMENT TO ENGINEER FOR APPROVAL. PLACEMENT OF THE HDD RIG IS NOT FIXED BY THE DESIGNATION OF THE PROPOSED ENTRY AND EXIT POINTS. THE CONTRACTOR SHALL SUBMIT THE PROPOSED ALIGNMENT AND WORKSPACE TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL DESIGN THE VERTICAL ALIGNMENT TO ALSO AVOID "TRACKING", THAT IS RELEASE OF DRILLING FLUID FROM THE GROUND SURFACE OR STREAMBED. THE CONTRACTOR SHALL TAKE GEOTECHNICAL SOIL SAMPLES AS NECESSARY TO PLAN THE VERTICAL ALIGNMENT TO AVOID TRACKING AND ADJUST THE DOWNHOLE PRESSURES AS APPROPRIATE.
- ALL UTILITY CROSSINGS (INCLUDING SERVICE CROSSINGS) SHALL BE TEST HOLED PRIOR TO DRILL MOBILIZATION. THE TOP AND BOTTOM VERTICAL POSITIONS OF EACH UTILITY SHALL BE RECORDED, AND THE PLANS AND PROFILES SHALL BE UPDATED ACCORDINGLY. CONTRACTOR SHALL REVISE THE PROFILE DESIGN ACCORDINGLY AND SUBMIT THE REVISED DESIGN TO THE OWNER FOR APPROVAL PRIOR TO STARTING WORK.
- CONTRACTOR SHALL SUPPORT, MAINTAIN, AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
- THE DEPICTION OF A CONDUIT WALL THICKNESS FOR HDD-INSTALLED CONDUITS IS ONLY AN ESTIMATE BY THE ENGINEER. BECAUSE THE INSTALLATION LOADS ARE TYPICALLY THE HIGHEST LOADS THESE CONDUITS WILL SEE DURING THEIR SERVICE LIFE, THE CONTRACTOR SHALL SELECT THE CONDUIT WALL THICKNESS FOR HDD. THE CONTRACTOR SHALL SUBMIT CALCULATIONS, SIGNED AND SEALED BY A NYSPE, PROVING THAT THE CONDUITS CAN WITHSTAND BOTH INSTALLATION AND SERVICE LOADS.

UTILITY NOTES

- EXISTING SUBSURFACE UTILITY FEATURES HAVE BEEN DEPICTED IN ACCORDANCE WITH O/ASCE 38-02, "AMERICAN SOCIETY OF CIVIL ENGINEERS, STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". THIS STANDARD HAS ESTABLISHED FOUR DISTRICT QUALITY LEVELS OF UTILITY MAPPING.
 - QUALITY LEVEL D - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.
 - QUALITY LEVEL C - INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.
 - QUALITY LEVEL B - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS. PROFESSIONAL JUDGMENT IS USED IN CORRELATING THIS INFORMATION TO QUALITY LEVEL C AND D INFORMATION.
 - QUALITY LEVEL A - HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. PROFESSIONAL JUDGMENT IS USED IN CORRELATING THIS INFORMATION TO QUALITY LEVEL B, C AND D INFORMATION.

ONE OR MORE OF THESE QUALITY LEVELS HAS BEEN UTILIZED IN THE PRODUCTION OF THIS SURVEY. REFER TO THE LEGEND FOR DESIGNATION OF QUALITY LEVELS.

- THE SURVEYOR MAKES NO GUARANTEE OR WARRANTY THAT THE UNDERGROUND UTILITIES DEPICTED COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE OR WARRANT THAT THE UNDERGROUND UTILITIES DEPICTED ARE IN THE EXACT LOCATION INDICATED. UTILITIES ARE DEPICTED IN ACCORDANCE WITH THE STANDARD OF CARE, FROM INFORMATION AVAILABLE.
- THE CONTRACTOR SHALL UTILIZE "CALL BEFORE YOU DIG", "ONE CALL", OR LOCAL EQUIVALENT, PRIOR TO EXCAVATION, FOR THE PURPOSE OF VERIFYING THE SUBSURFACE UTILITIES IN THE AREA. IN AREAS WHERE THE "CALL BEFORE YOU DIG", "ONE CALL", OR LOCAL EQUIVALENT DOES NOT RESPOND, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF THE EXISTING UTILITIES, IN ACCORDANCE WITH THE OWNER'S CONTRACT AND ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING OSHA.

- INDIVIDUAL COMPONENTS OF UTILITIES AND RELATED STRUCTURES MAY EXIST ABOVE OR BELOW GRADE OR NEAR THE STRUCTURES AND MAY NOT BE DEPICTED. THESE MAY INCLUDE BUT ARE NOT LIMITED TO GROUND WIRES, STRUCTURAL SUPPORT, AND CATHODIC PROTECTION. THE CONTRACTOR SHALL 1) CONTACT THE OWNER OF THE UTILITY PRIOR TO EXCAVATION FOR INSTRUCTION REGARDING HAZARDS ASSOCIATED WITH, AND SPECIFIC PRECAUTIONS TO BE UTILIZED WHEN WORKING AT OR NEAR, SUCH FACILITIES AND 2) EXERCISE THE APPROPRIATE STANDARD OF CARE REQUIRED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING OSHA, WHEN EXCAVATING IN THE VICINITY OF A UTILITY AND/OR ITS RELATED STRUCTURES.
- DETERMINATION OF ABANDONMENT OF A UTILITY, INDICATED AS "ABANDONED" OR "ABANDONED", HAS BEEN MADE ACCORDING TO RECORD INFORMATION AND IS NOT TO BE CONSTRUED AS BEING THE RESULT OF A PHYSICAL EVALUATION BY BL COMPANIES. NOT ALL ABANDONED UTILITIES HAVE BEEN DEPICTED.

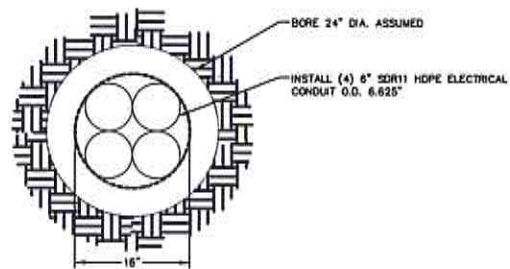
- STREETLIGHT ELECTRIC AND TRAFFIC SIGNAL CABLE HAVE BEEN DESIGNATED AND PLOTTED WITHOUT THE BENEFIT OF RECORD INFORMATION.
- WATER METERS AND CURB STOPS WERE LOCATED WHEREVER THEY WERE VISIBLE. WATER AND GAS SERVICES HAVE BEEN PLOTTED BASED UPON THESE LOCATIONS OR WHERE UTILITY RECORDS INDICATE THEIR EXISTENCE. HOWEVER BL COMPANIES MAKES NO GUARANTEES THAT ALL ARE DEPICTED. CONTRACTOR SHALL FIELD VERIFY ALL SERVICES AND ADJUST THE PROPOSED GAS MAIN OR SERVICE AS NECESSARY TO AVOID CONFLICTS.
- OVERHEAD WIRES EXIST ON THE UTILITY POLES BUT, FOR CLARITY OF MAPPING, HAVE NOT BEEN DEPICTED. CONTRACTOR SHALL VISIT THE SITE PRIOR TO THE BD AND MAKE ALL NECESSARY ACCOMMODATIONS TO ENSURE THAT MEANS AND METHODS OF CONSTRUCTION COMPLY WITH UTILITY REGULATIONS FOR CLEARANCES TO OVERHEAD WIRES.

GENERAL SURVEY NOTES

- EXISTING UTILITY MARK OUT PERFORMED BY BL COMPANIES, SEPTEMBER 2016.
- NORTH ARROW REFERS TO NAD 83 NEW YORK LONG ISLAND PROJECTION.
- UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE EVIDENCE AND INFORMATION RECORDED DURING CONVENTIONAL SURVEY METHODS. THIS MAPPING DOES NOT PURPORT TO SHOW ALL UNDERGROUND UTILITIES ON SITE AND IS SUBJECT TO FIELD VERIFICATION.
- RECORD INVERTS HAVE BEEN ADJUSTED TO THE VERTICAL DATUM OF THIS SURVEY.
- THE HORIZONTAL DATUM IS THE NORTH AMERICAN DATUM OF 1983, (2011) ADJUSTMENT: NAD 83(2011), NEW YORK STATE PLANE LONG ISLAND ZONE 310A.
- THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- PROPERTY LINES SHOWN HEREON ARE FOR ORIENTATION PURPOSES ONLY. NO BOUNDARY SURVEY WAS COMPLETED WITH THIS SURVEY.
- AVAILABLE UTILITY RECORDS UTILIZED BY BL COMPANIES TO DEPICT ADDITIONAL EXISTING UTILITIES.
- FIELD SURVEY CONDUCTED BY MJ ENGINEERING AND LAND SURVEYING, PC SEPTEMBER, 2016.

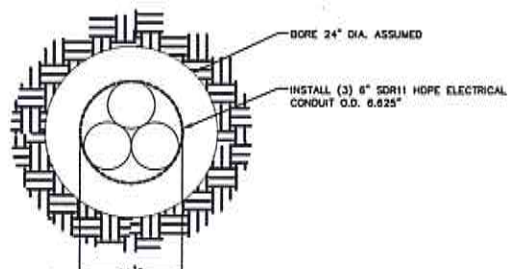
MJ ENGINEERING AND LAND SURVEYING SURVEY LEGEND

| | |
|--|----------------------------------|
| | SANITARY MANHOLE |
| | STORM MANHOLE |
| | CATCH BASIN |
| | CURB INLET |
| | MANHOLE |
| | ELECTRIC MANHOLE |
| | COMMUNICATION MANHOLE |
| | SEWER CLEANOUT |
| | WATER VALVE |
| | WATER METER |
| | FIRE HYDRANT |
| | GAS VALVE |
| | LIGHT POST |
| | UTILITY POLE |
| | TRAFFIC SINGLE MAST POLE |
| | TRAFFIC JUNCTION BOX |
| | TELEPHONE JUNCTION BOX |
| | ELECTRIC JUNCTION BOX |
| | SANITARY SEWER LINE (GRAVITY) |
| | SANITARY FORCE LINE |
| | STORM SEWER LINE |
| | UNDERGROUND ELECTRIC LINE |
| | UNDERGROUND FIBER OPTIC LINE |
| | UNDERGROUND WATER LINE |
| | UNDERGROUND GAS LINE |
| | UNDERGROUND TRAFFIC CONTROL LINE |
| | OVERHEAD UTILITY LINE |
| | CHAIN LINK FENCE |
| | EASEMENT |
| | APPROXIMATE PROPERTY LINE |



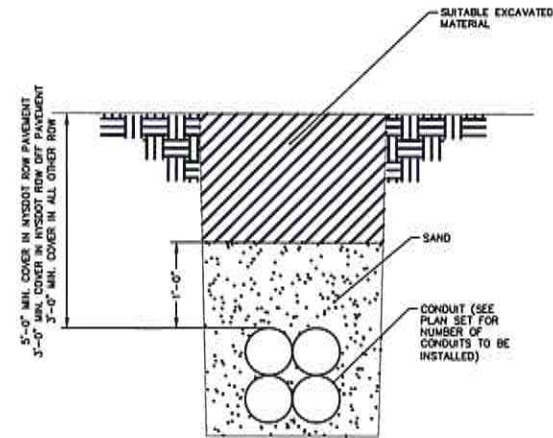
BORE DETAIL

1" = 1'



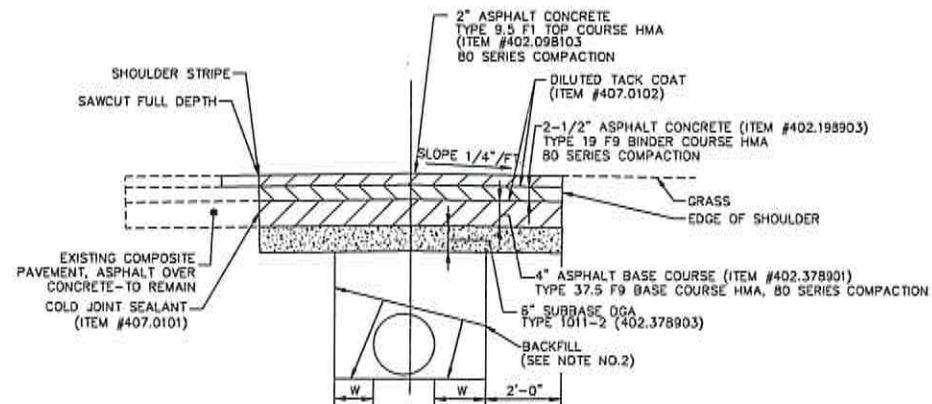
BORE DETAIL

1" = 1'



TYPICAL OPEN-CUT CONDUIT TRENCH

1" = 2'



PAVEMENT REPLACEMENT DETAILS FOR OPEN CUTS OF EXISTING PAVEMENT

NOTE NO.1: WHERE THE EXISTING PAVEMENT CROSS-SLOPE IS DIFFERENT FROM 1/4" PER FOOT, THE PROPOSED PAVEMENT SLOPE SHALL MATCH THE EXISTING PROVIDED THE SLOPE WILL BE 3/16" / FT. MINIMUM AND 3/8" / FT. MAXIMUM. WHERE A SLOPE WITHIN THIS RANGE CANNOT BE OBTAINED, RESURFACING OF THE EXISTING ROADWAY TO CORRECT ITS CROSS-SLOPE MAY BE REQUIRED BY THE REGIONAL PERMIT ENGINEER.

NOTE NO.2: WHEN "W" IS LESS THAN 18", CONTROLLED DENSITY BACKFILL (K-CRETE OR EQUAL) SHALL BE USED. WHEN "W" IS 18" OR MORE, BACKFILL SHALL BE WITH SELECT GRANULAR MATERIAL FROM THE BOTTOM OF THE TRENCH TO THE BOTTOM OF THE SUBBASE COURSE. PLACEMENT SHALL BE AS DESCRIBED IN SECTIONS 200, EARTHWORK OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION.

NOTE NO.3: PER DOT DIRECTION, ASPHALT AND PAVEMENT SECTIONS TO MATCH EXISTING SECTIONS.

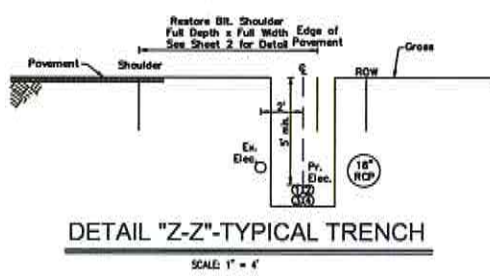
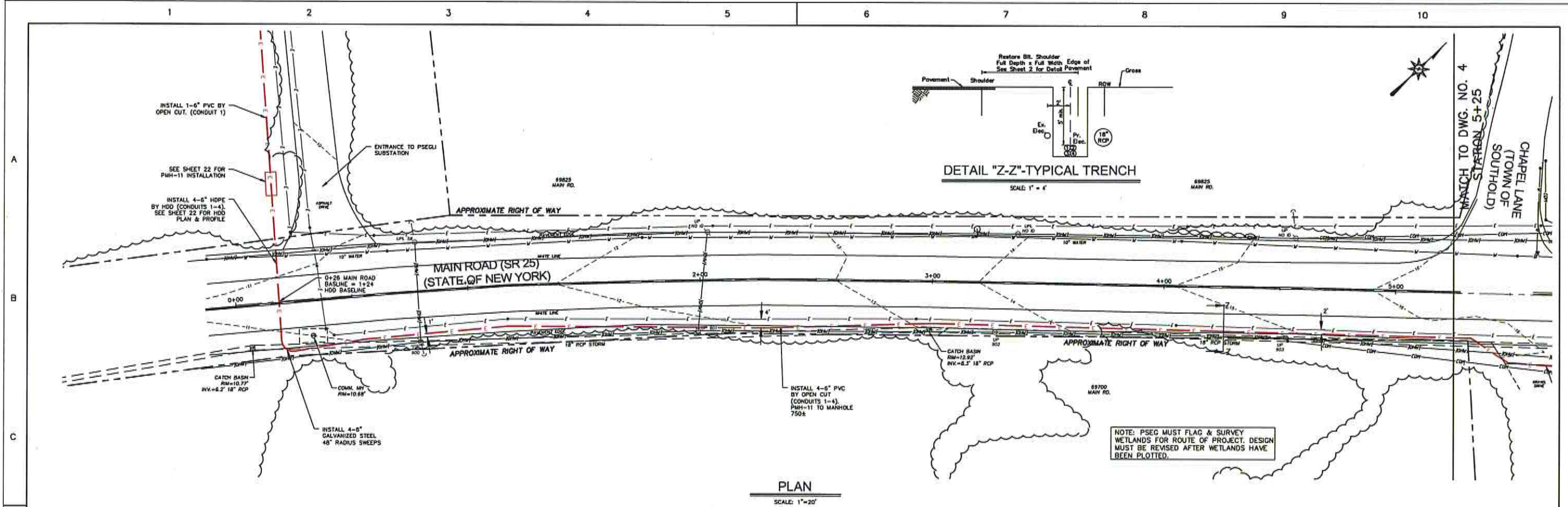


| NO. | DATE | W.B. | DESCRIPTION | BY | CHK BY | REVISED | APPD |
|-----|----------|------|--------------------------|-------|--------|---------|------|
| E | 3/2/17 | | ISSUED FOR DESIGN REVIEW | JA | PC/ES | PC/ES | |
| D | 12/22/16 | | ISSUED FOR DESIGN REVIEW | JA | PC/ES | PC/ES | |
| C | 11/19/16 | | ISSUED FOR CLIENT REVIEW | JA | PC/ES | PC/ES | |
| B | 8/9/16 | | ISSUED FOR REVIEW | PC/ES | PC/ES | PC/ES | |
| A | 8/31/16 | | ISSUED FOR REVIEW | PC/ES | PC/ES | PC/ES | |

| PSEG-LI | |
|--|-----------------|
| SOUTHOLD-SHELTER ISLAND | |
| SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY | |
| INSTALLATION OF ELECTRIC CABLE | |
| PSEG-LI | |
| 117 Gateway Park | |
| Bloomfield, New York 11901 | |
| SCALE | AS NOTED |
| DWG. NO. | DN-01 |
| DATE | 08/09/16 |
| FILE NO. | DN16CR03001.DWG |
| 2 OF 30 | |

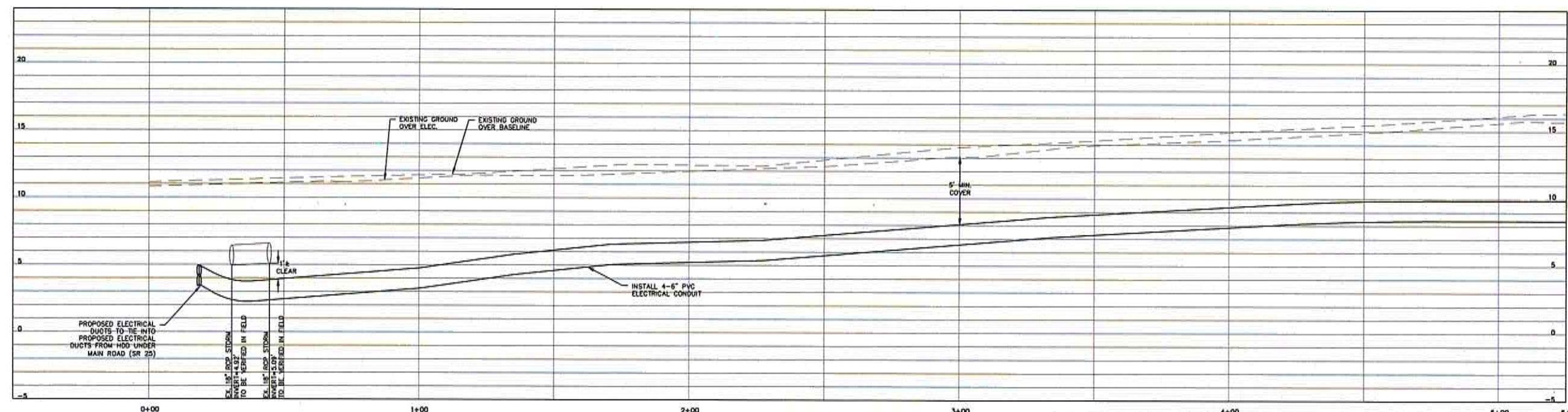
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SYSTEM NO. SHEET NO. CONTRACT NO. FOLDER NO.

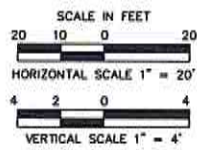


NOTE: PSEG MUST FLAG & SURVEY WETLANDS FOR ROUTE OF PROJECT. DESIGN MUST BE REVISED AFTER WETLANDS HAVE BEEN PLOTTED.

PLAN
SCALE: 1" = 20'



PROFILE
SCALE: 1" = 20' HORIZONTAL
SCALE: 1" = 4' VERTICAL



NOT FOR CONSTRUCTION

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG'S COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
2. THE DESIGN DEPICTED HEREIN MAY IMPACT WETLANDS. PRIOR TO CONSTRUCTION, PSEG'S ENVIRONMENTAL GROUP MUST MAP THE WETLANDS SO THAT THEY MAY BE PROPERLY INCORPORATED INTO THESE DESIGN PLANS.
3. THE DESIGN DEPICTED HEREIN MAY REQUIRE TREE CLEARING. PRIOR TO CONSTRUCTION, PSEG'S ENVIRONMENTAL GROUP MUST BE CONSULTED WITH REGARD TO TREE CLEARING.



| DATE | DESCRIPTION | BY | CHKD BY | REVISED | APP |
|----------|--------------------------|---------|---------|---------|-----|
| 1/2/17 | ISSUED FOR DESIGN REVIEW | JPH | PC/LS | PC/JS | |
| 10/12/16 | ISSUED FOR CLIENT REVIEW | JPH | PC/LS | PC/JS | |
| 11/15/16 | ISSUED FOR CLIENT REVIEW | JPH | PC/LS | PC/JS | |
| 3/1/16 | OLD ISSUED FOR REVIEW | BOJ/JPH | PC/JRE | PC/JRE | |
| 1/3/15 | OLD ISSUED FOR REVIEW | BOJ/JPH | PC/JRE | PC/JRE | |
| 1/3/15 | OLD ISSUED FOR REVIEW | BOJ/JPH | PC/JRE | PC/JRE | |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENDPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Station Park
New York, New York 11901

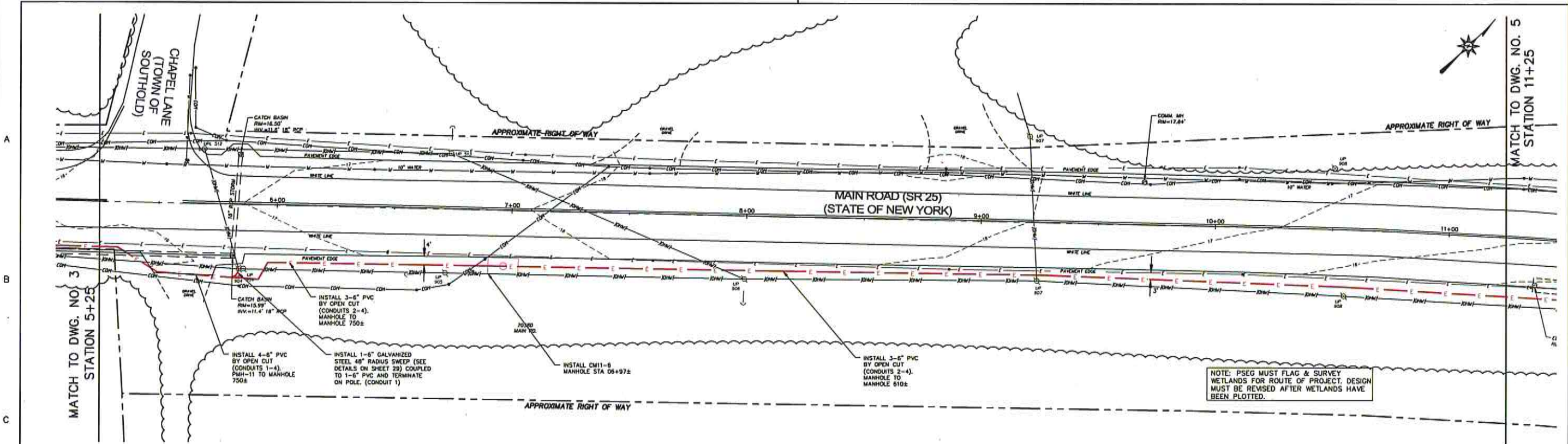
AS NOTED

DATE: 02/21/17
DWG. NO.: SP18C603091-SG-DWG

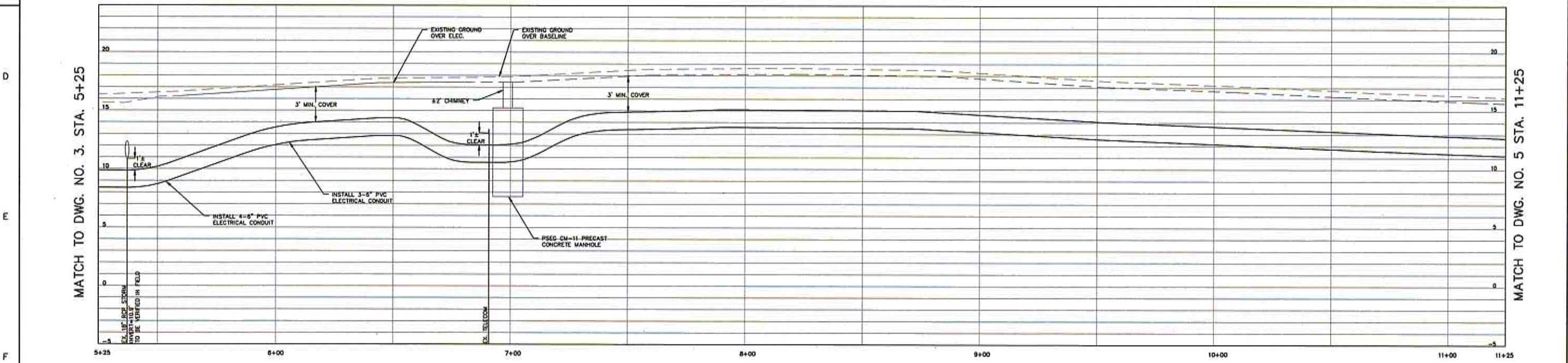
3 OF 30

MATCH TO DWG. NO. 4 STA. 5+25

1 2 3 4 5 6 7 8 9 10



PLAN
SCALE: 1"=20'

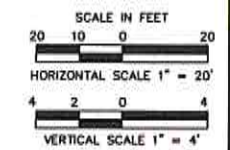


PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSECU COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
2. THE DESIGN DEPICTED HEREIN MAY IMPACT WETLANDS. PRIOR TO CONSTRUCTION, PSECU'S ENVIRONMENTAL GROUP MUST MAP THE WETLANDS SO THAT THEY MAY BE PROPERLY INCORPORATED INTO THESE DESIGN PLANS.
3. THE DESIGN DEPICTED HEREIN MAY REQUIRE TREE CLEARING. PRIOR TO CONSTRUCTION, PSECU'S ENVIRONMENTAL GROUP MUST BE CONSULTED WITH REGARD TO TREE CLEARING.

NOT FOR CONSTRUCTION



| NO. | DATE | BY | DESCRIPTION | CHK BY | REV |
|-----|----------|----|-------------------------|--------|--------|
| E | 3/2/17 | | ISSUED FOR SIGN REVIEW | JPA | PC/ES |
| D | 12/27/16 | | ISSUED FOR CLEAR REVIEW | JPA | PC/ES |
| C | 11/16/16 | | ISSUED FOR EDCO REVIEW | JPA | PC/ES |
| B | 5/17/16 | | ISSUED FOR REVIEW | MD/JPA | PC/JAE |
| A | 5/21/16 | | ISSUED FOR REVIEW | MD/JPA | PC/JAE |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

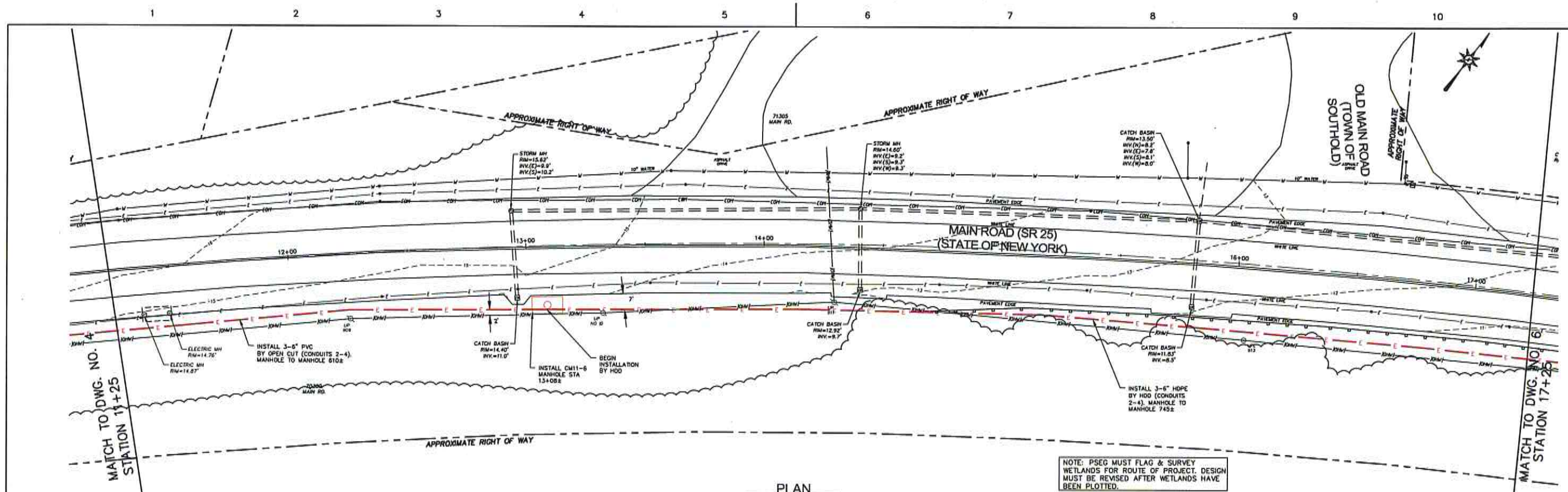
PSEG-LI
117 Gates Park
Rochester, New York 14609

SCALE: AS NOTED

DATE: 05/21/16

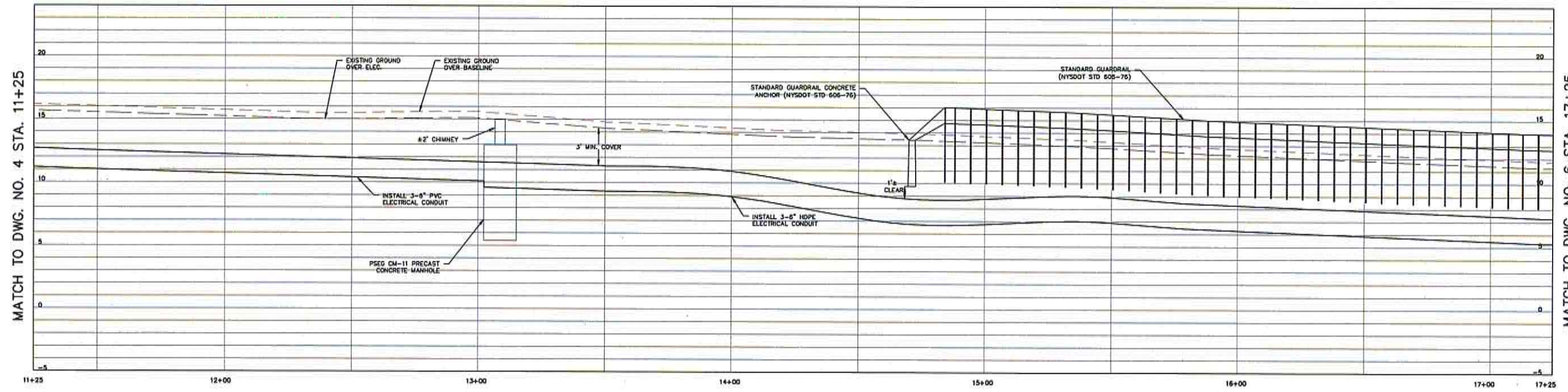
PROJECT NO: SP16C63001-SG.DWG

SHEET NO: 4 OF 30



NOTE: PSEG MUST FLAG & SURVEY WETLANDS FOR ROUTE OF PROJECT. DESIGN MUST BE REVISED AFTER WETLANDS HAVE BEEN PLOTTED.

PLAN
SCALE: 1"=20'

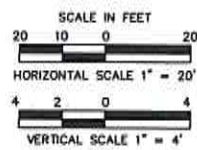


PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG'S COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
2. THE DESIGN DEPICTED HEREIN MAY IMPACT WETLANDS. PRIOR TO CONSTRUCTION, PSEG'S ENVIRONMENTAL GROUP MUST MAP THE WETLANDS SO THAT THEY MAY BE PROPERLY INCORPORATED INTO THESE DESIGN PLANS.
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NOT FOR CONSTRUCTION



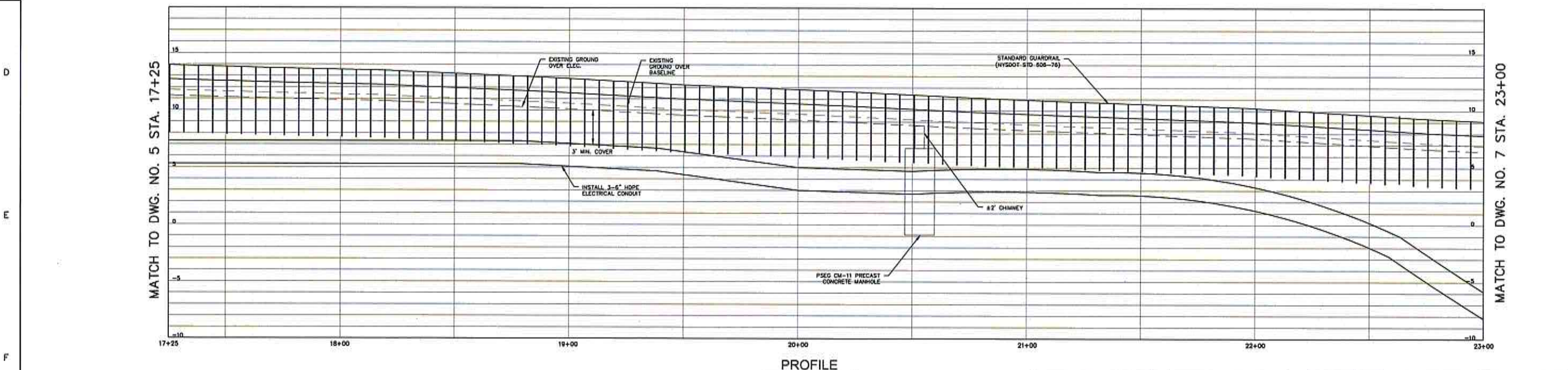
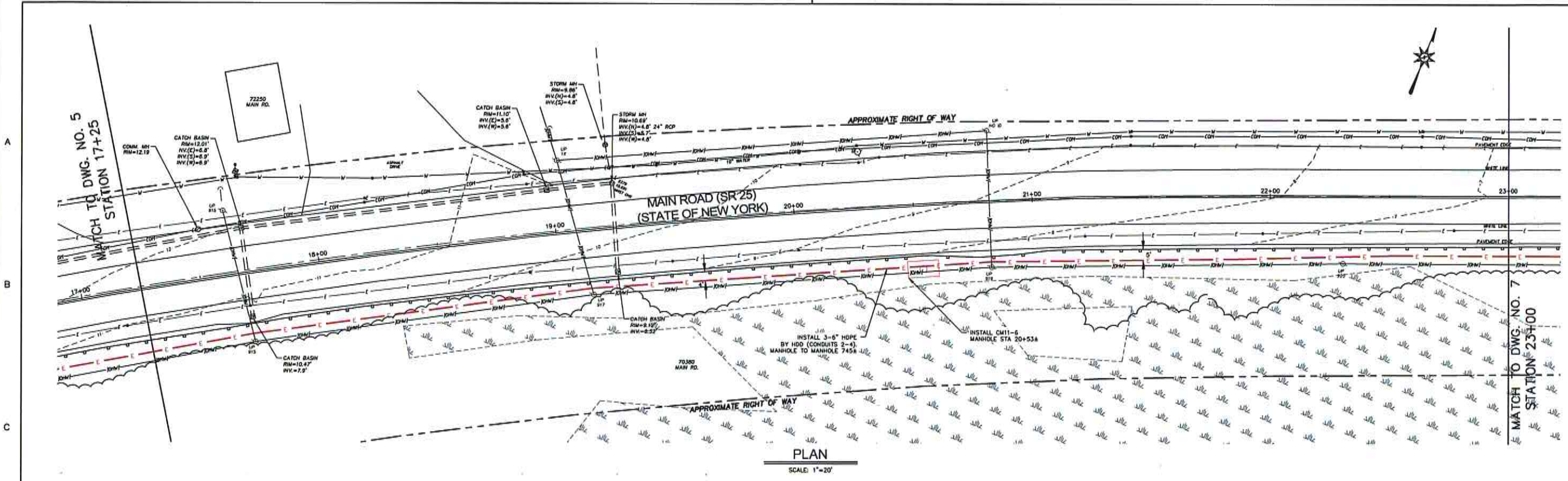
| NO. | DATE | BY | DESCRIPTION | CHK BY | APPV |
|-----|----------|----|--------------------------|---------|-------|
| E | 3/2/17 | | ISSUED FOR SIGN REVIEW | JPA | PC/JS |
| D | 12/22/16 | | ISSUED FOR CLIENT REVIEW | JPA | PC/JS |
| C | 12/16/16 | | ISSUED FOR CLIENT REVIEW | JPA | PC/JS |
| B | 8/2/16 | | ISSUED FOR REVIEW | RSV/JPA | PC/JS |
| A | 8/23/16 | | ISSUED FOR REVIEW | RSV/JPA | PC/JS |

PSEG-LI
SOUTHDOLD-SHELTER ISLAND
SOUTHDOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Eastern Park
Brooklyn, New York 11201

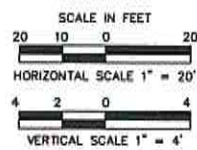
SCALE: AS NOTED
DWG. NO.: SP160603001-S0.DWG
5 OF 30



DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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NOT FOR CONSTRUCTION



| NO. | DATE | BY | CHK BY | DESCRIPTION | APP'D |
|-----|----------|----|--------|---------------------------|-------|
| E | 3/2/11 | | | ISSUED FOR BIDDING REVIEW | JPA |
| D | 12/12/10 | | | ISSUED FOR CLIENT REVIEW | JPA |
| C | 11/24/10 | | | ISSUED FOR DESIGN REVIEW | JPA |
| B | 5/2/10 | | | ISSUED FOR REVIEW | JPA |
| A | 5/2/10 | | | ISSUED FOR REVIEW | JPA |

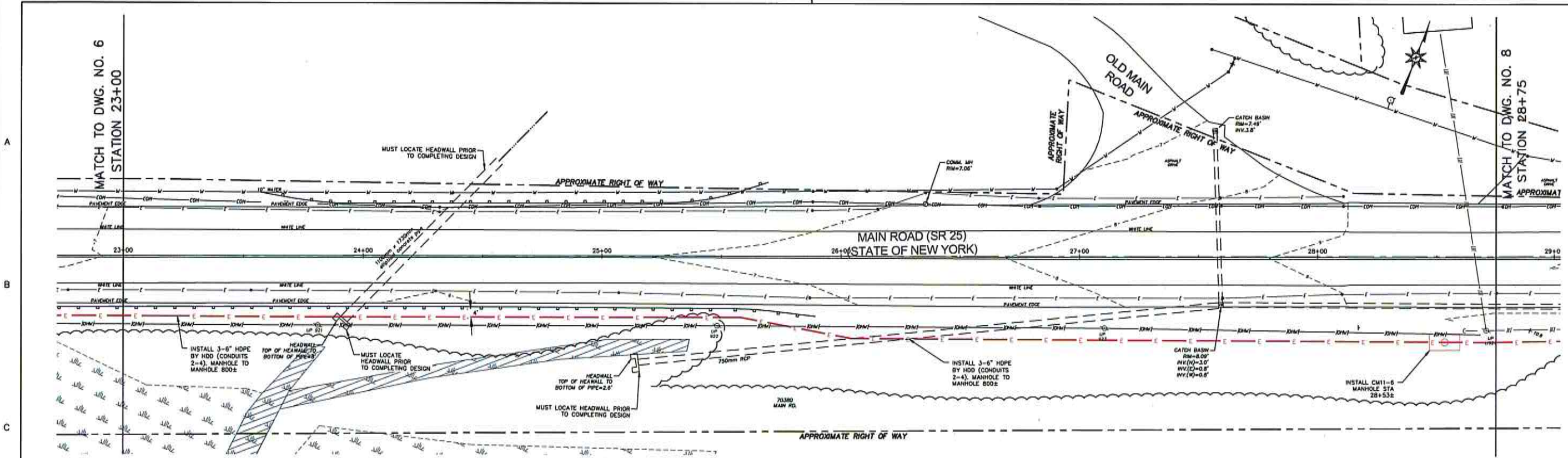
PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

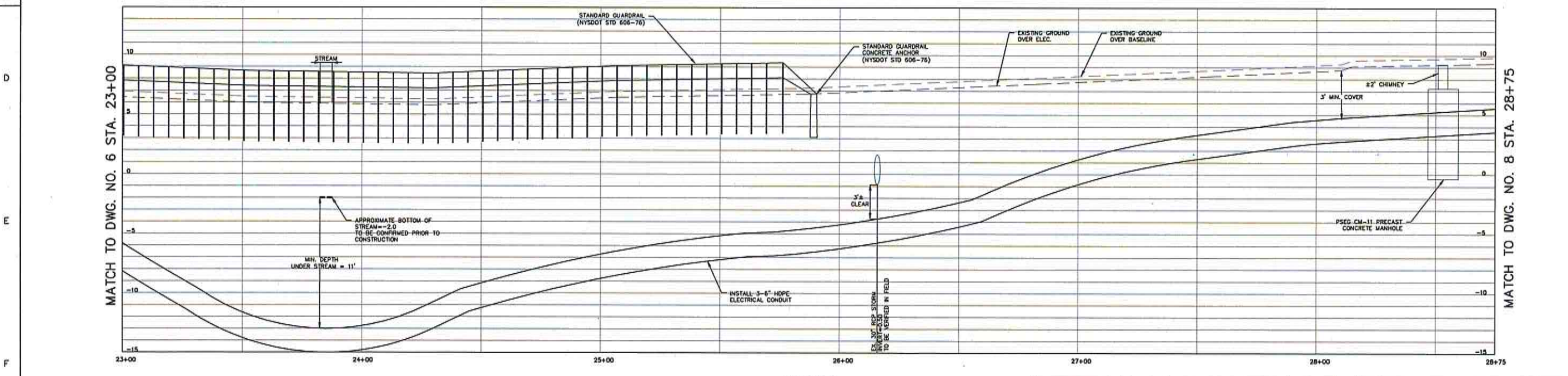
PSEG-LI
117 Eastern Park
Brookfield, New York 11801

SCALE: AS NOTED
DWG. NO. SP16C863001-50.DWG
6 OF 30

1 2 3 4 5 6 7 8 9 10



PLAN
SCALE: 1"=20'

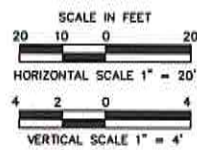


PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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NOT FOR CONSTRUCTION



| NO. | DATE | BY | DESCRIPTION | CHK BY | REV |
|-----|----------|----|--------------------------|--------|-------|
| C | 3/2/17 | | ISSUED FOR DESIGN REVIEW | JPA | PC/ES |
| D | 12/27/16 | | ISSUED FOR DESIGN REVIEW | JPA | PC/ES |
| E | 11/16/16 | | ISSUED FOR DESIGN REVIEW | JPA | PC/ES |
| B | 8/1/16 | | ISSUED FOR DESIGN REVIEW | BD/JPA | PC/AM |
| A | 8/3/15 | | ISSUED FOR DESIGN REVIEW | BD/JPA | PC/AM |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 BATTERY PLAZA
NEW YORK, NY 10038

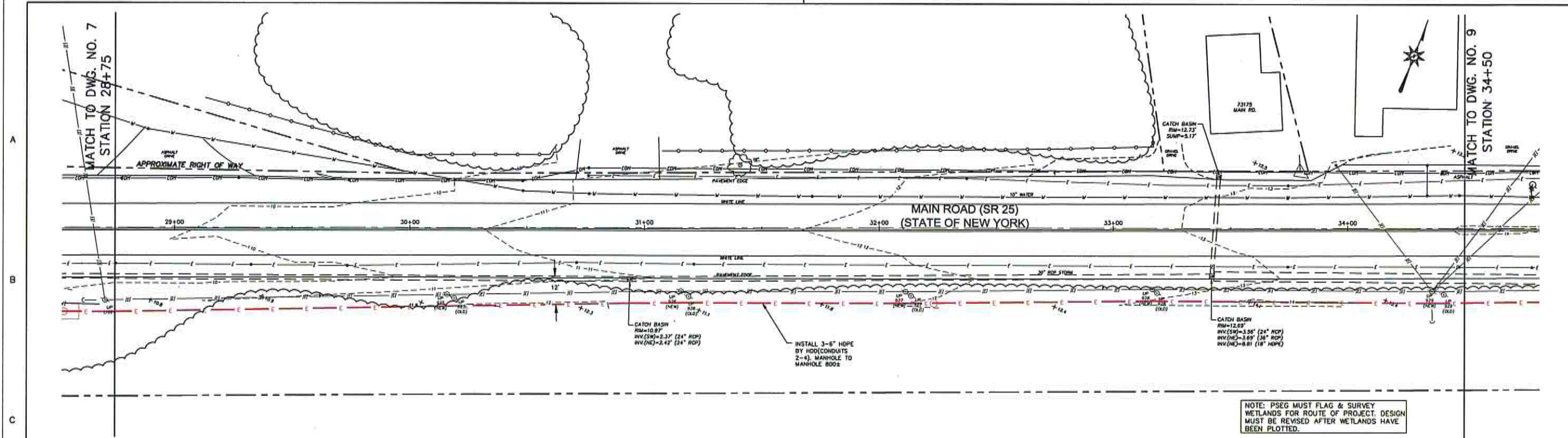
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DATE: 03/21/17

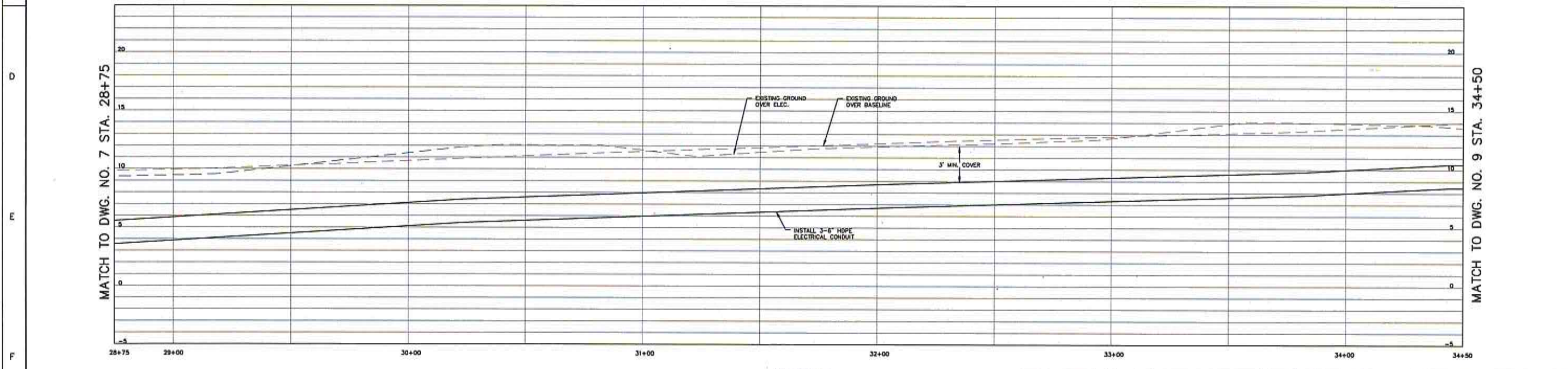
DWG. NO.: SP18C803001-SG.DWG

7 OF 30

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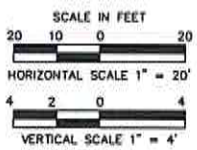
PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED & COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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NOT FOR CONSTRUCTION



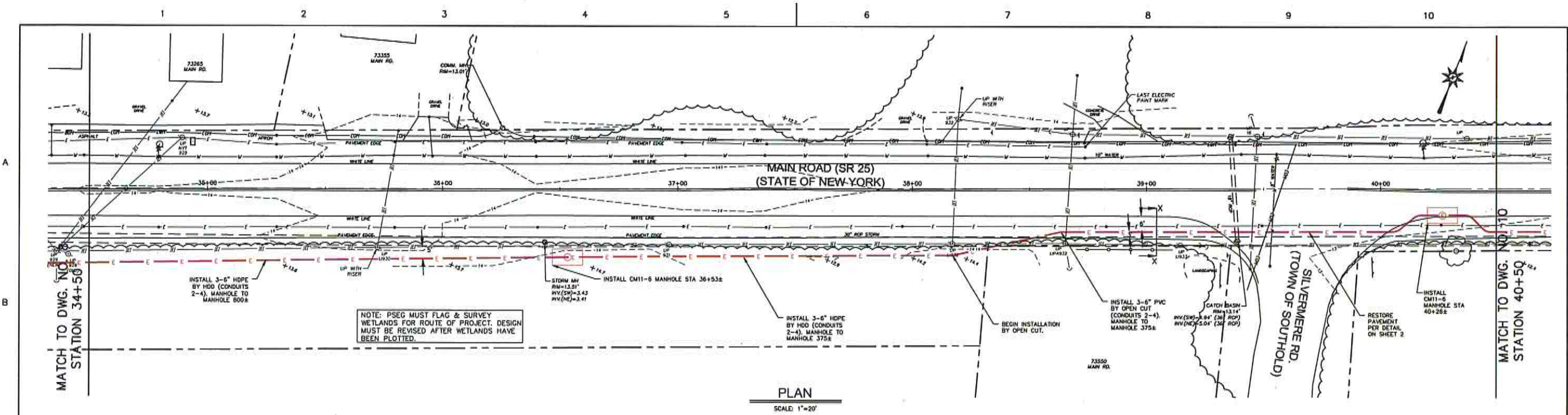
| NO. | DATE | BY | CHK BY | DESCRIPTION |
|-----|----------|----|--------|-------------------------|
| C | 2/2/17 | | | ISSUED FOR PERM REVIEW |
| D | 12/22/16 | | | ISSUED FOR CLEAR REVIEW |
| E | 11/15/16 | | | ISSUED FOR CLEAR REVIEW |
| F | 8/25/16 | | | ISSUED FOR REVIEW |
| A | 8/31/16 | | | ISSUED FOR REVIEW |
| H | | | | |
| I | | | | |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

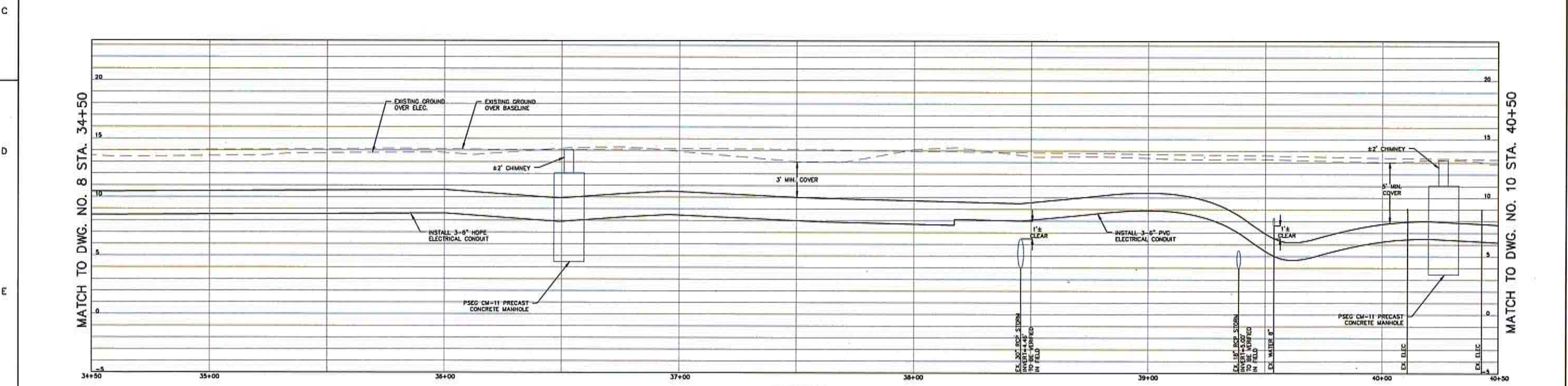
INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Belden Park
Northbrook, New York 11961

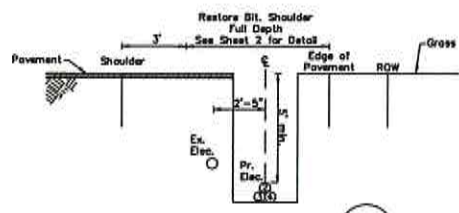
SCALE: AS NOTED
DRAWING FILE NO: SP18C03001-SG.DWG
SHEET NO: 8 OF 30



PLAN
SCALE: 1"=20'



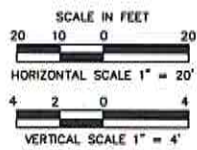
PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL



DETAIL "X-X" TYPICAL TRENCH
SCALE: 1" = 4'

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED BY COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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NOT FOR CONSTRUCTION

BL Companies
ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE AND INFRASTRUCTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES

| REV. | DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | IN CHARGE | APP. |
|------|----------|--------------------------|-------------|------------|-----------|------|
| C | 3/2/17 | ISSUED FOR DESIGN REVIEW | JPA | PC/AS | PC/AS | |
| D | 12/22/18 | ISSUED FOR CLEAR REVIEW | JPA | PC/VS | PC/VS | |
| E | 11/13/18 | ISSUED FOR CLEAR REVIEW | JPA | PC/VS | PC/VS | |
| F | 3/2/18 | OLD ISSUED FOR REVIEW | BO/JPA | PC/AS | PC/AS | |
| A | 8/31/16 | OLD ISSUED FOR REVIEW | BO/JPA | PC/AS | PC/AS | |
| M1 | 08/11/16 | DESCRIPTION | DNV BY | END BY | REMOVED | APP. |

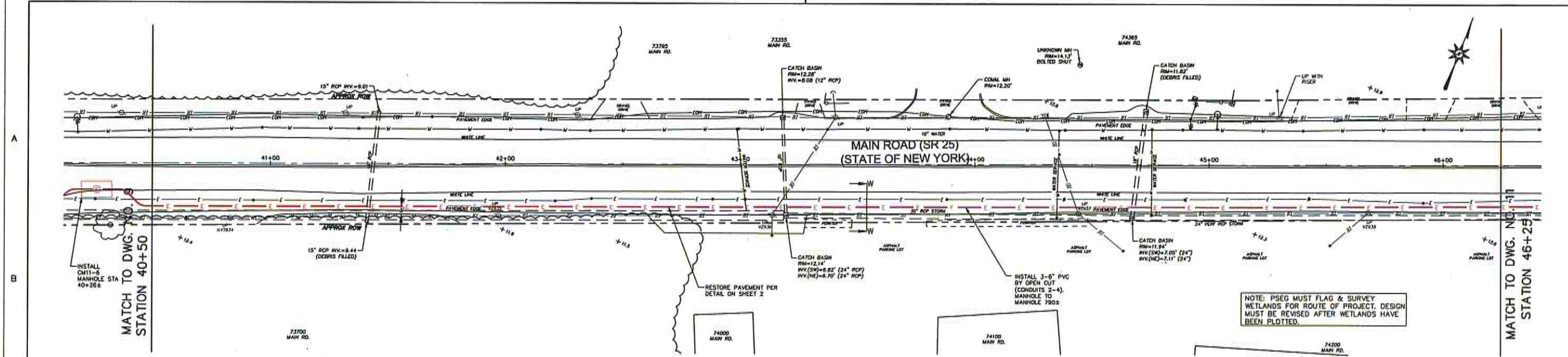
PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

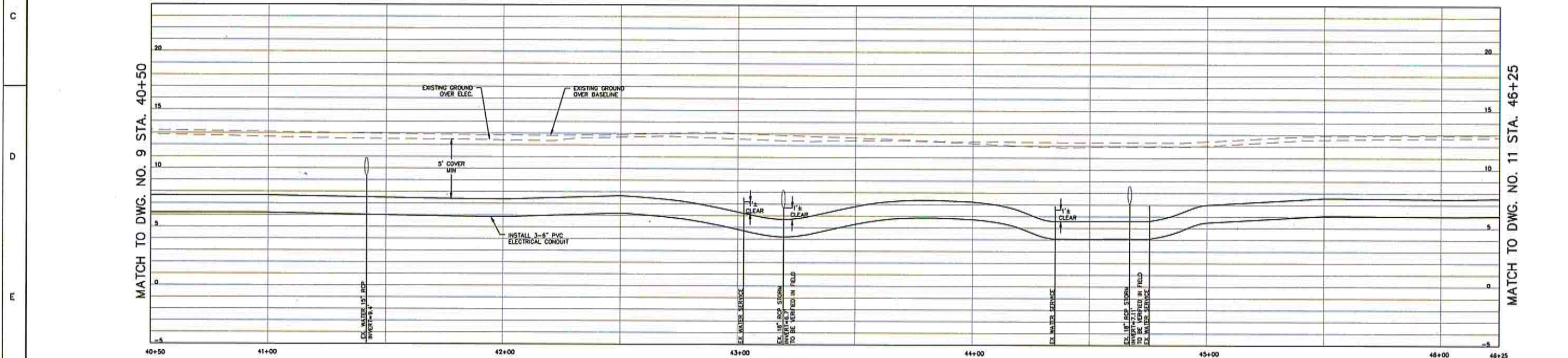
PSEG-LI
117 Station Park
Babcock, New York 11801

SCALE AS NOTED
DWG. NO. SP16C603001-SG.DWG
9 OF 30

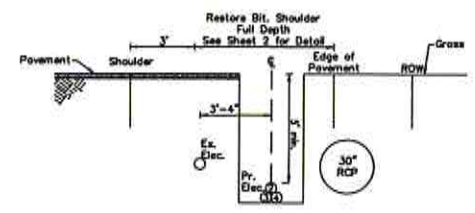
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PLAN
SCALE: 1"=20'



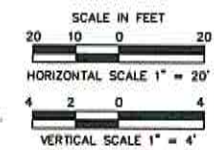
PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL



DETAIL "W-W"-TYPICAL TRENCH
SCALE: 1"=4'

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

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NOT FOR CONSTRUCTION

BL Companies
ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES

| NO. | DATE | BY | CHKD BY | REVISION | APP. |
|-----|----------|-----|---------|-------------------------|---------------------|
| E | 3/2/17 | | | ISSUED FOR BEGIN REVIEW | JPA PC/ES PC/ES |
| B | 12/22/16 | | | ISSUED FOR ELEC REVIEW | JPA PC/ES PC/ES |
| C | 11/29/16 | | | ISSUED FOR CLEAR REVIEW | JPA PC/ES PC/ES |
| D | 8/24/16 | | | ISSUED FOR REVIEW | RDW/JPA PC/AC PC/AC |
| A | 8/23/16 | | | ISSUED FOR REVIEW | RDW/JPA PC/AC PC/AC |
| NO. | ONE | VS. | | DESCRIPTION | CHKD BY |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

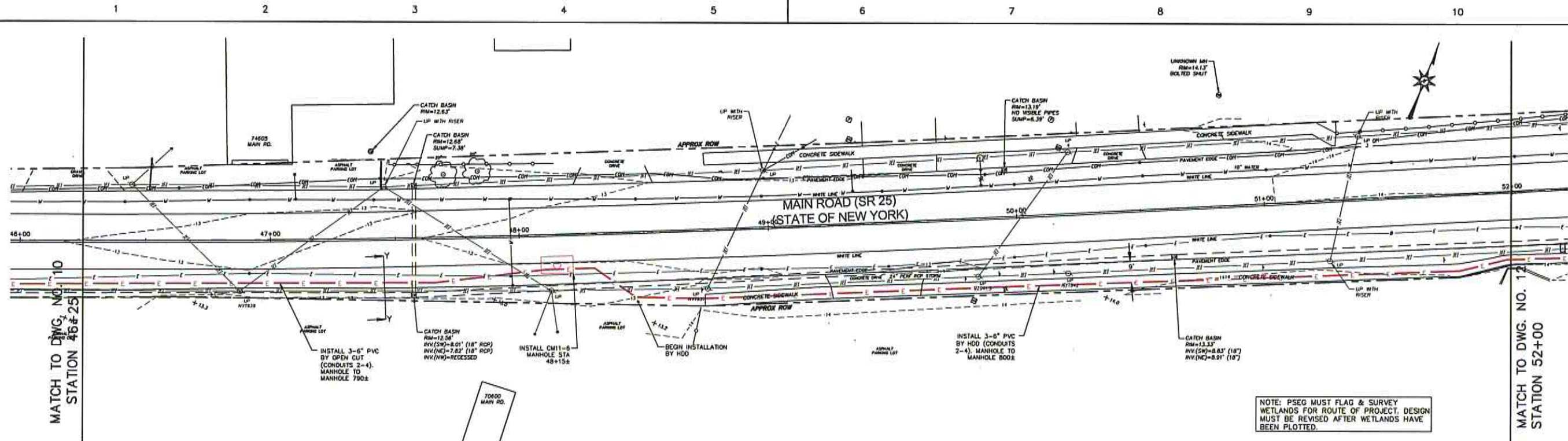
PSEG-LI
117 Hudson Park
Hightstown, New York 11961

SCALE: AS NOTED

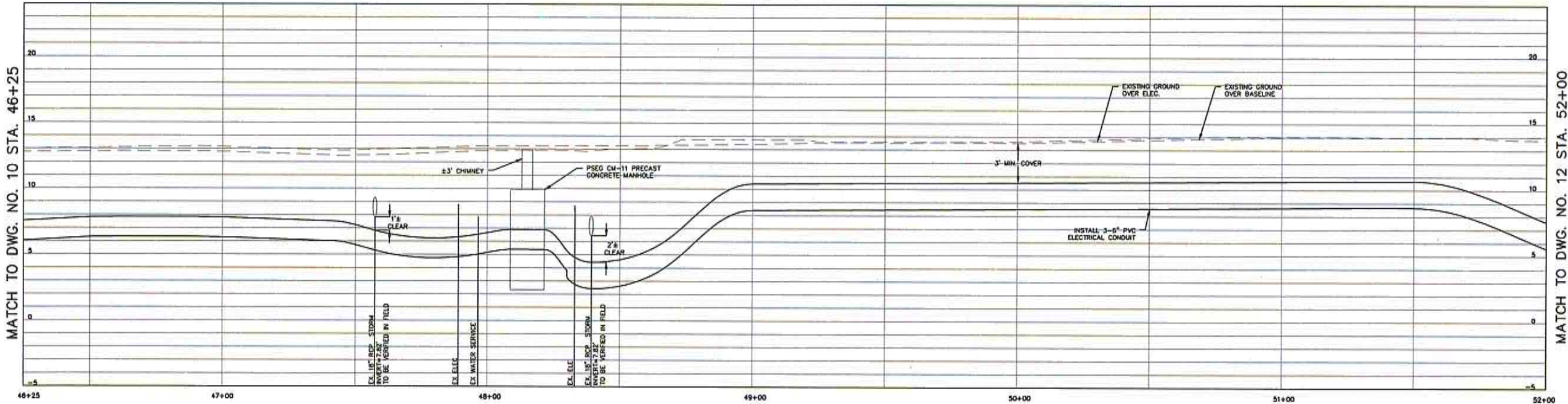
DATE: 03/02/17

PROJECT NO.: SP160503001-30.DWG

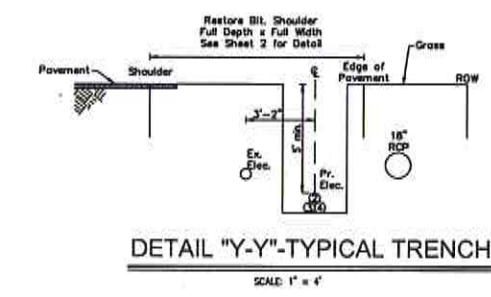
SHEET NO.: 10 OF 30



PLAN
SCALE: 1"=20'



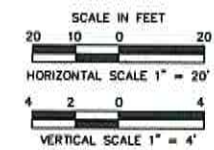
PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL



DETAIL "Y-Y" TYPICAL TRENCH
SCALE: 1"=4'

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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NOT FOR CONSTRUCTION



| NO. | DATE | BY | DESCRIPTION | CHK BY | APP |
|-----|----------|-----|-------------------------|---------|--------|
| E | 2/2/11 | | ISSUED FOR SIGN REVIEW | JPA | PC/ES |
| D | 12/21/10 | | ISSUED FOR CLEAR REVIEW | JPA | PC/ES |
| C | 11/24/10 | | ISSUED FOR CLEAR REVIEW | JPA | PC/ES |
| B | 8/24/10 | | ISSUED FOR REVIEW | ROJ/JPA | PC/JAC |
| A | 8/23/10 | | ISSUED FOR REVIEW | ROJ/JPA | PC/JAC |
| NO. | ONE | VA. | DESCRIPTION | CHK BY | APP |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

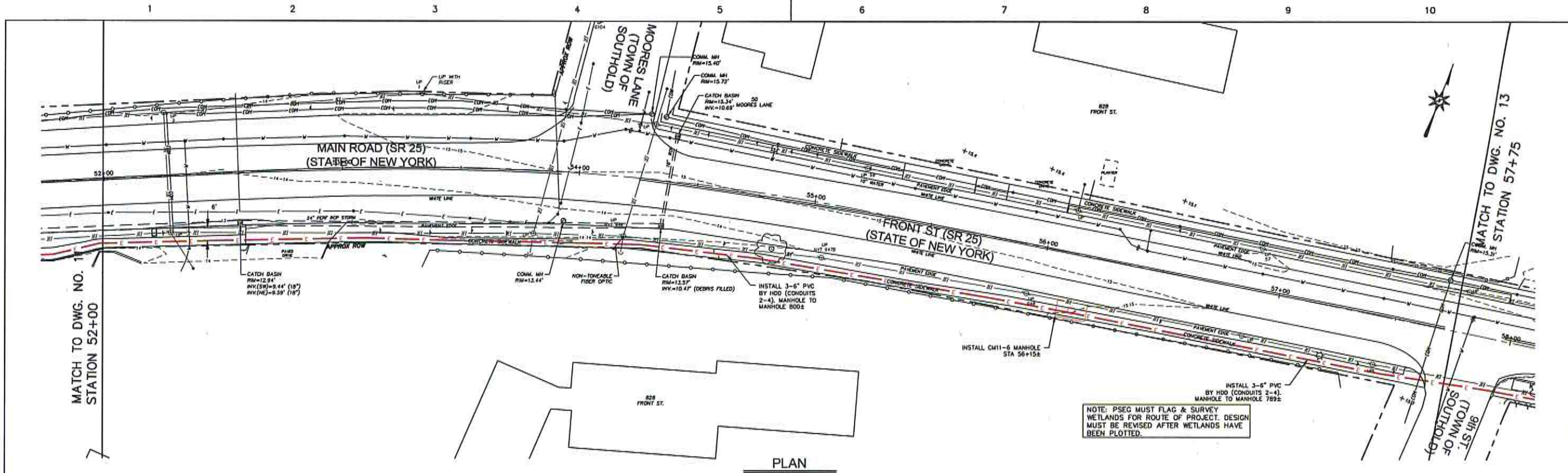
INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Hudson Park
Hightstown, New York 11961

SCALE: AS NOTED

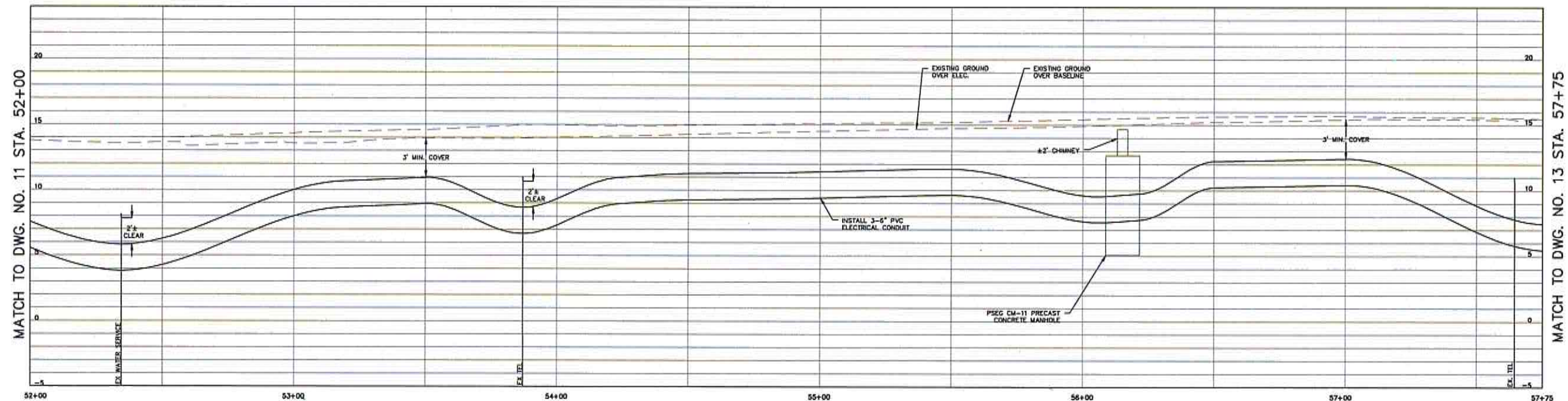
DATE: 11 OF 30

SYSTEM NO. 11 OF 30



NOTE: PSEG MUST FLAG & SURVEY WETLANDS FOR ROUTE OF PROJECT. DESIGN MUST BE REVISED AFTER WETLANDS HAVE BEEN PLOTTED.

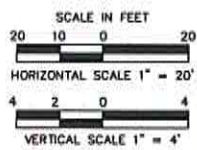
PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

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NOT FOR CONSTRUCTION



| REV | DATE | DESCRIPTION | BY | CHK | APP |
|-----|----------|--------------------------|--------|-------|-------|
| C | 3/2/19 | ISSUED FOR DESIGN REVIEW | JPA | PC/LS | PC/JS |
| B | 12/22/18 | ISSUED FOR CLEAR REVIEW | JPA | PC/LS | PC/JS |
| C | 11/14/18 | ISSUED FOR CLEAR REVIEW | JPA | PC/LS | PC/JS |
| B | 9/2/18 | OLD ISSUED FOR REVIEW | BO/JPA | PC/LS | PC/JS |
| A | 8/31/18 | OLD ISSUED FOR REVIEW | BO/JPA | PC/LS | PC/JS |

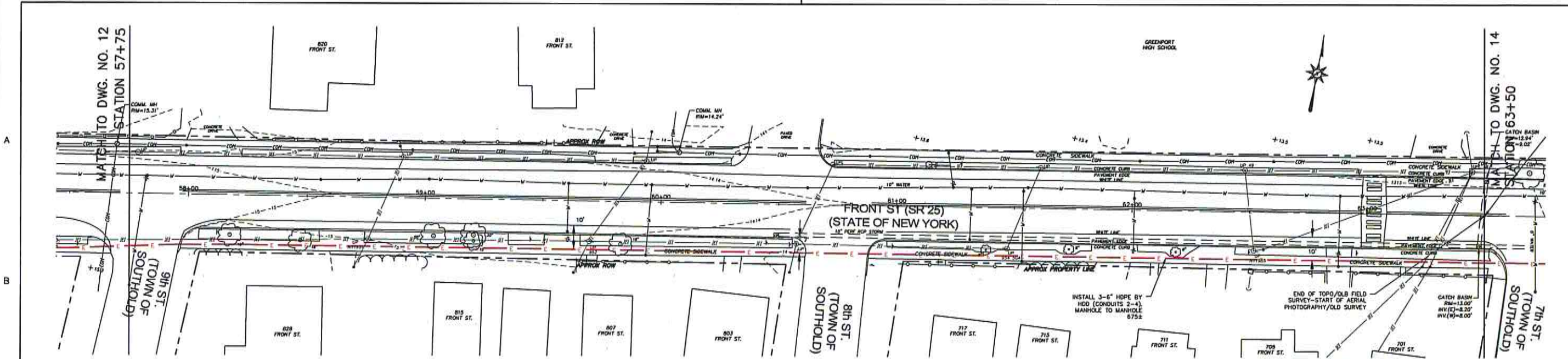
PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, CREEHPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Station Park
Southold, New York 11961

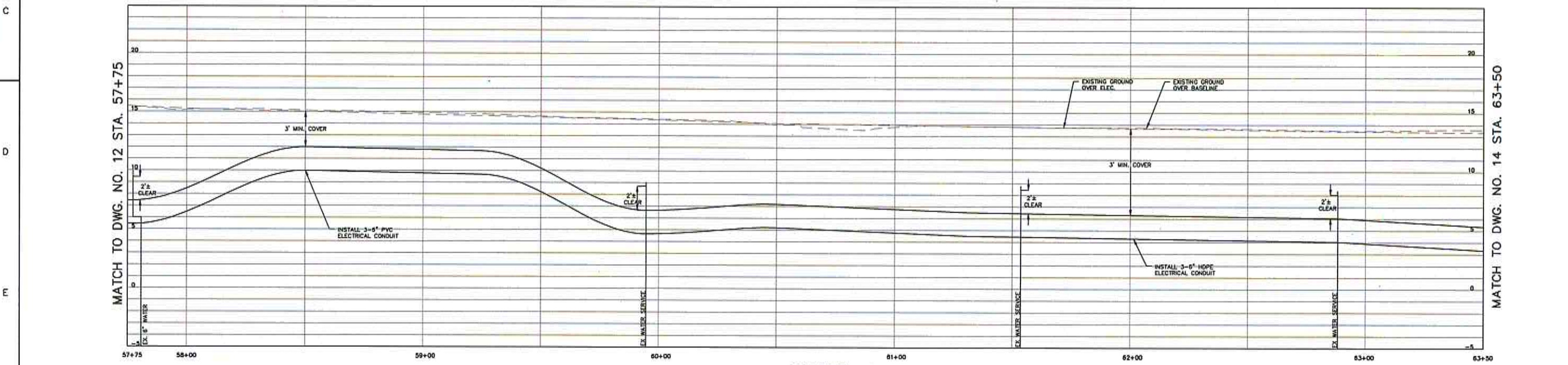
AS NOTED
SHEET NO. 12 OF 30
PROJECT NO. SP16C80001-S2.DWG

1 2 3 4 5 6 7 8 9 10



PLAN
SCALE: 1"=20'

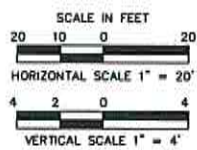
NOTE: PSEG MUST FLAG & SURVEY WETLANDS FOR ROUTE OF PROJECT. DESIGN MUST BE REVISED AFTER WETLANDS HAVE BEEN PLOTTED.



PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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NOT FOR CONSTRUCTION



| REV | DATE | DESCRIPTION | BY | CHK | APP |
|-----|----------|-------------------------|---------|-------|-------|
| E | 3/2/17 | ISSUED FOR SIGN REVIEW | JPH | PC/JS | PC/JS |
| D | 12/12/16 | ISSUED FOR CLEAR REVIEW | JPH | PC/JS | PC/JS |
| C | 11/27/16 | ISSUED FOR CLEAR REVIEW | JPH | PC/JS | PC/JS |
| B | 8/2/16 | ISSUED FOR REVIEW | ROV/JPH | PC/JS | PC/JS |
| A | 5/21/16 | ISSUED FOR REVIEW | ROV/JPH | PC/JS | PC/JS |

| | |
|---|----------------------|
| PSEG-LI SOUTHOLD-SHELTER ISLAND SOUTHOLD, GREENDPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY | |
| INSTALLATION OF ELECTRIC CABLE | |
| PSEG-LI 117 Shelter Park Shelter Island, New York 11961 | |
| SCALE AS NOTED | DATE 02/07/18 |
| PROJECT NO. SP160603001-S0.DWG | DWG. NO. 13 OF 30 |

SYSTEM AND NUMBER: SHEET NO. PROJECT NO.



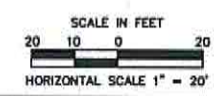
PLAN
SCALE: 1"=20'

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NOT FOR CONSTRUCTION



| DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | REVIEWED BY | APP'D |
|----------|--------------------------|-------------|------------|-------------|-------|
| 3/2/17 | ISSUED FOR SIGN REVIEW | JPA | PC/AS | PC/AS | |
| 12/22/16 | ISSUED FOR CLIENT REVIEW | JPA | PC/TS | PC/TS | |
| 11/26/16 | ISSUED FOR CLIENT REVIEW | JPA | PC/TS | PC/AS | |
| 8/24/16 | OLD ISSUED FOR REVIEW | NOV/JPA | PC/AS | PC/AS | |
| 8/21/16 | OLD ISSUED FOR REVIEW | NOV/JPA | PC/AS | PC/AS | |

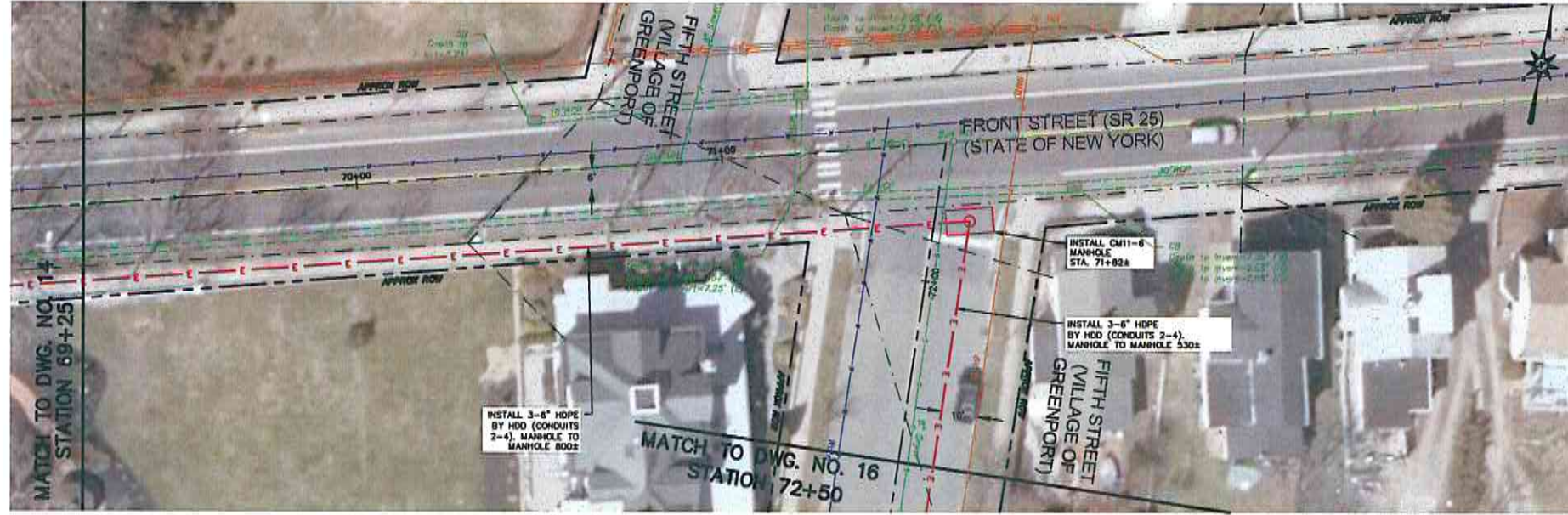
PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Building Park
Bloomfield, New York 11901

SCALE: AS NOTED
DRAWING NO: SP16C503001-SC.DWG
SHEET NO: 14 OF 30

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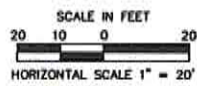


PLAN
SCALE: 1"=20'

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|-----|----------|--------------------------|-------------|------------|-----------|-------|
| E | 1/2/11 | ISSUED FOR SIGN REVIEW | JPA | PC/TS | PC/ES | |
| B | 11/27/10 | ISSUED FOR CLIENT REVIEW | JPA | PC/TS | PC/ES | |
| C | 11/18/10 | ISSUED FOR CLIENT REVIEW | JPA | PC/TS | PC/ES | |
| F | 8/3/10 | ISSUED FOR REVIEW | RSV/JPA | PC/TS | PC/ES | |
| A | 8/3/10 | ISSUED FOR REVIEW | RSV/JPA | PC/TS | PC/ES | |
| NO. | DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | REVISIONS | APP'D |

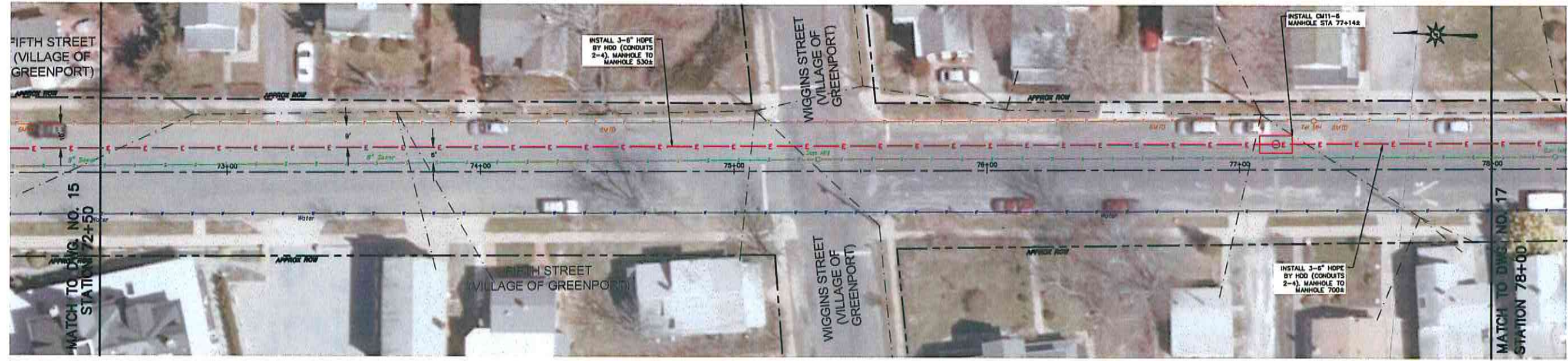
PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Hudson Park
Roseland, New York 11401

SCALE: AS NOTED
DRAWING FILE NO: SP160303001-SG.DWG
SHEET NO: 15 OF 30

CADRE NO. FOLDER NO.

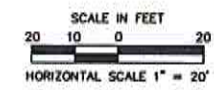


PLAN
SCALE: 1"=20'

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NOT FOR CONSTRUCTION



| NO. | DATE | BY | DESCRIPTION | CHK BY | REVISED | APPD |
|-----|----------|----|-------------------------|---------|---------|-------|
| C | 2/2/17 | | ISSUED FOR SCAM REVIEW | JPA | PC/ES | PC/JS |
| B | 12/22/16 | | ISSUED FOR CLEAR REVIEW | JPA | PC/ES | PC/JS |
| C | 11/22/16 | | ISSUED FOR CLEAR REVIEW | JPA | PC/ES | PC/JS |
| B | 8/23/16 | | OLD ISSUED FOR REVIEW | NOV/JPA | PC/AR | PC/AR |
| A | 8/21/16 | | OLD ISSUED FOR REVIEW | NOV/JPA | PC/AR | PC/AR |

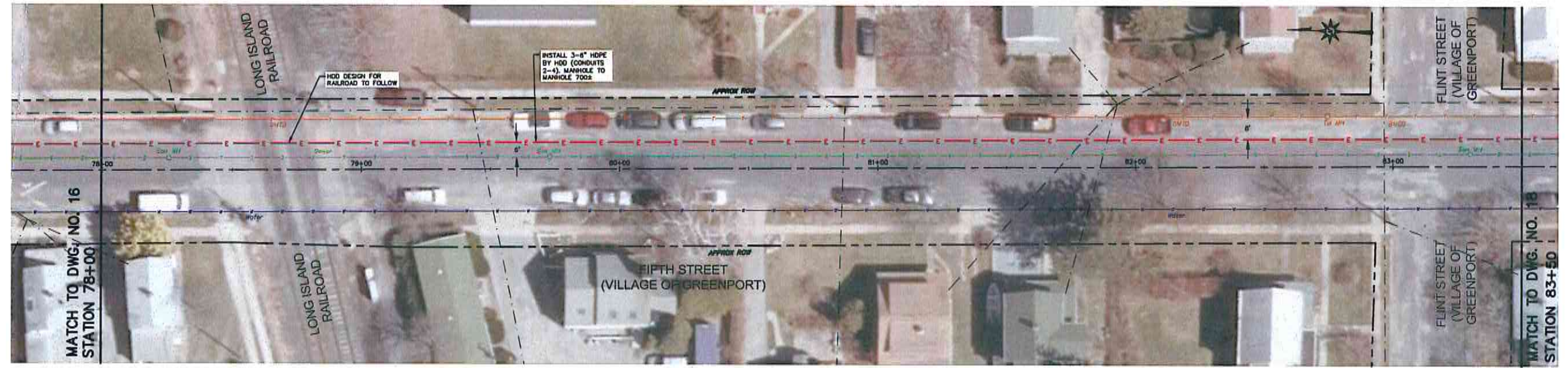
PSEG-LJ
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LJ
117 Hudson Park
Hempstead, New York 11501

SCALE AS NOTED
DATE FOR FILE NO. SP16C603001-SC.DWG
DRAWING NO. 16 OF 30

1 2 3 4 5 6 7 8 9 10



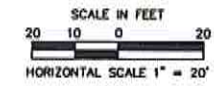
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SCALE: 1"=20'

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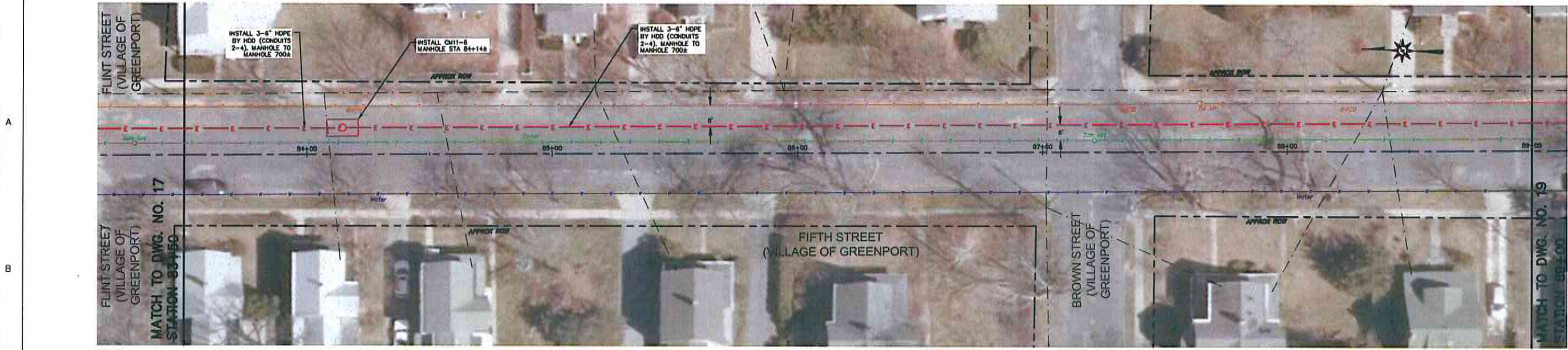


| NO. | DATE | BY | DESCRIPTION | CHK BY | APP |
|-----|----------|----|-------------------------|---------|--------|
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| D | 12/21/10 | | ISSUED FOR CLEAR REVIEW | JPA | PC/VS |
| C | 11/24/10 | | ISSUED FOR CLEAR REVIEW | JPA | PC/VS |
| B | 8/2/10 | | OLD ISSUED FOR REVIEW | ROV/JPA | PC/JME |
| A | 8/2/10 | | OLD ISSUED FOR REVIEW | ROV/JPA | PC/JME |

| | |
|--|----------------------|
| PSEG-LI SOUTHOLD-SHELTER ISLAND SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY | |
| INSTALLATION OF ELECTRIC CABLE | |
| PSEG-LI 117 Ruckey Park Brookhaven, New York 11781 | |
| SCALE AS NOTED | VERSION 001, 02 |
| DRAWING TITLE NO. SP16C603001-SC.DWG | DWG. NO. 17 OF 30 |

SYSTEM AND NUMBER: CABINET NO.: FOLDER NO.:

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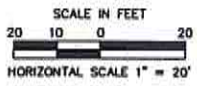
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SCALE: 1"=20'

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|-----|----------|------|--------------------------|-------------|------------|-------------|--------|
| C | 3/2/17 | | ISSUED FOR DESIGN REVIEW | JJA | PC/VS | PC/AS | |
| D | 12/22/16 | | ISSUED FOR CLIENT REVIEW | JJA | PC/VS | PC/AS | |
| E | 11/29/16 | | ISSUED FOR CLIENT REVIEW | JJA | PC/VS | PC/AS | |
| F | 8/2/16 | | OLD ISSUED FOR REVIEW | NOV/JJA | PC/AS | PC/AS | |
| A | 8/2/16 | | OLD ISSUED FOR REVIEW | NOV/JJA | PC/AS | PC/AS | |
| NO | | | | | | | |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

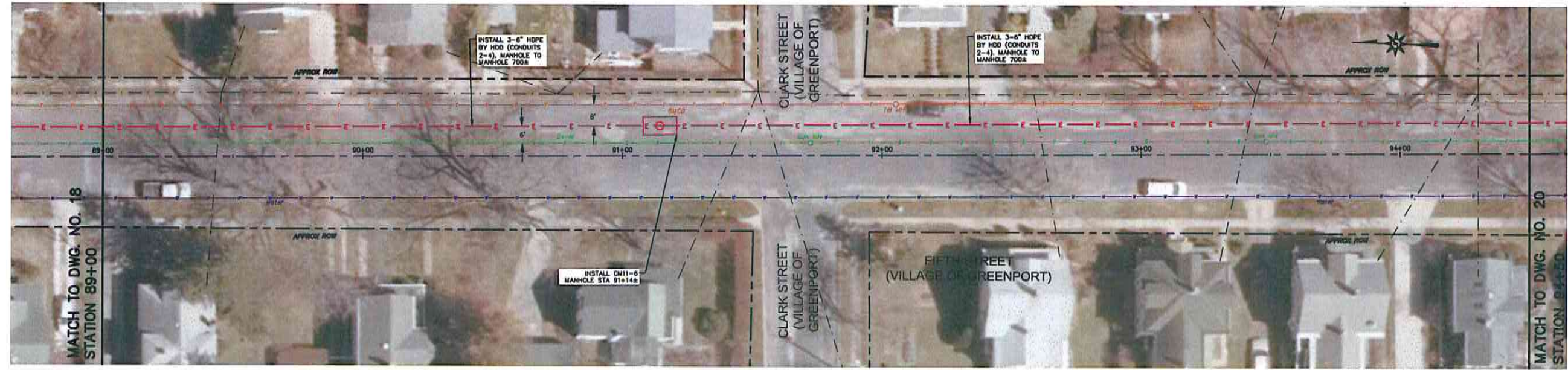
PSEG-LI
117 Building Park
Brookhaven, New York 11901

SCALE: AS NOTED
REVISION: NONE

CAD FILE NO: SP16C03001-SC.DWG
DWG. NO: 18 OF 30

SYSTEM: 000 NUMBER: C:\DWG FILES\117\SP16C03001-SC.DWG
CABINET NO: FOLDER NO:

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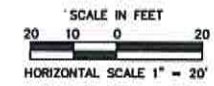
PLAN
SCALE: 1"=20'

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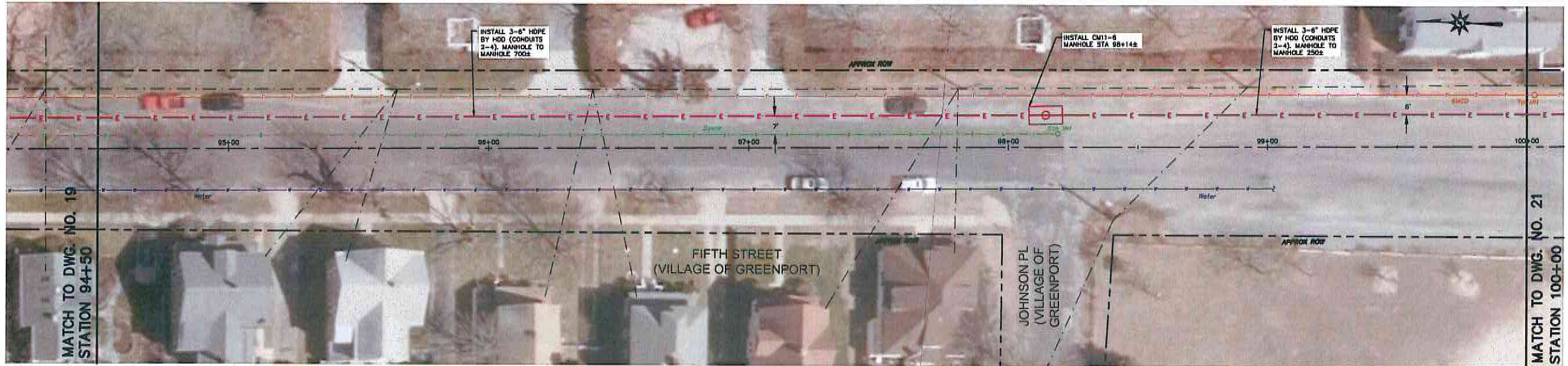
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NOT FOR CONSTRUCTION

|  <p>BL Companies ARCHITECTURAL ENGINEERING PLANNING LANDSCAPE ARCHITECTURE LAND SURVEYING ENVIRONMENTAL SCIENCES 371 Belmont Park, Suite 101 New York, NY 10018 (212) 633-6000</p> | <p>PSEG-LI SOUTHOLD-SHELTER ISLAND SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------------------------|-------------|----------|----------|---|---------|--|--------------------------|-----|-------|---|----------|--|--------------------------|-----|-------|---|----------|--|--------------------------|-----|-------|---|---------|--|-------------------|---------|-------|---|---------|--|-------------------|---------|-------|--|--|
| | <p>INSTALLATION OF ELECTRIC CABLE</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>CHKD BY</th> <th>APP'D BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3/27/11</td> <td></td> <td>ISSUED FOR DESIGN REVIEW</td> <td>JAS</td> <td>PC/JS</td> </tr> <tr> <td>2</td> <td>11/29/11</td> <td></td> <td>ISSUED FOR CLIENT REVIEW</td> <td>JAS</td> <td>PC/JS</td> </tr> <tr> <td>3</td> <td>11/29/11</td> <td></td> <td>ISSUED FOR CLIENT REVIEW</td> <td>JAS</td> <td>PC/JS</td> </tr> <tr> <td>4</td> <td>1/27/12</td> <td></td> <td>ISSUED FOR REVIEW</td> <td>NOV/JAN</td> <td>PC/JS</td> </tr> <tr> <td>5</td> <td>8/27/12</td> <td></td> <td>ISSUED FOR REVIEW</td> <td>NOV/JAN</td> <td>PC/JS</td> </tr> </tbody> </table> | NO. | DATE | BY | DESCRIPTION | CHKD BY | APP'D BY | 1 | 3/27/11 | | ISSUED FOR DESIGN REVIEW | JAS | PC/JS | 2 | 11/29/11 | | ISSUED FOR CLIENT REVIEW | JAS | PC/JS | 3 | 11/29/11 | | ISSUED FOR CLIENT REVIEW | JAS | PC/JS | 4 | 1/27/12 | | ISSUED FOR REVIEW | NOV/JAN | PC/JS | 5 | 8/27/12 | | ISSUED FOR REVIEW | NOV/JAN | PC/JS | <p>PSEG-LI 117 Shelter Park Shelter Island, New York 11961</p> <p>SCALE AS NOTED</p> <p>CLIENT FILE NO. SP16C603001-SG.DWG</p> | |
| NO. | DATE | BY | DESCRIPTION | CHKD BY | APP'D BY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 3/27/11 | | ISSUED FOR DESIGN REVIEW | JAS | PC/JS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 11/29/11 | | ISSUED FOR CLIENT REVIEW | JAS | PC/JS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 11/29/11 | | ISSUED FOR CLIENT REVIEW | JAS | PC/JS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 1/27/12 | | ISSUED FOR REVIEW | NOV/JAN | PC/JS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 8/27/12 | | ISSUED FOR REVIEW | NOV/JAN | PC/JS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>19 OF 30</p> | | <p>SYSTEM DRAW NUMBER</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



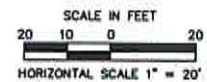
PLAN

SCALE: 1"=20'

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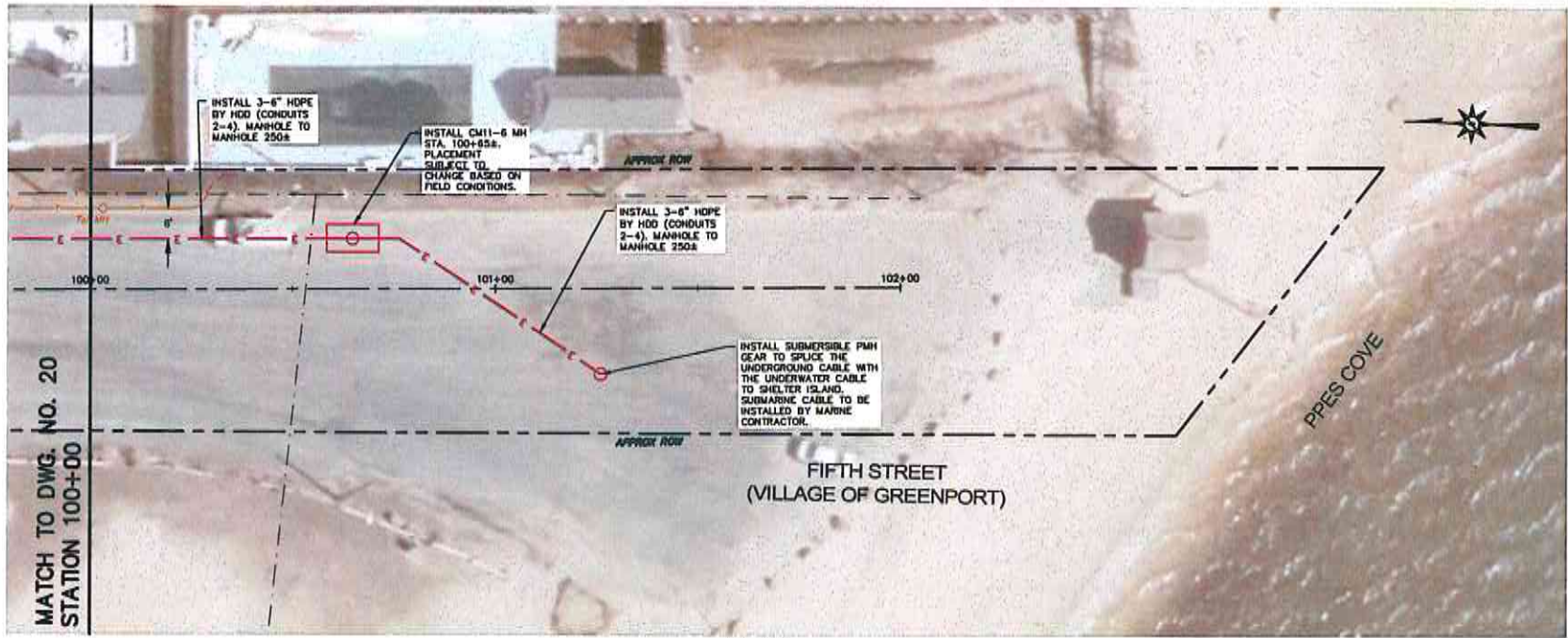
NOT FOR CONSTRUCTION



| NO. | DATE | REV. | DESCRIPTION | DESIGNED BY | CHECKED BY | REVIEWED BY | APPROVED |
|-----|----------|------|--------------------------|-------------|------------|-------------|----------|
| C | 2/2/17 | | ISSUED FOR DESIGN REVIEW | JJA | PC/ES | PC/ES | |
| D | 11/27/18 | | ISSUED FOR CLIENT REVIEW | JJA | PC/ES | PC/ES | |
| E | 11/29/18 | | ISSUED FOR CLIENT REVIEW | JJA | PC/ES | PC/ES | |
| F | 1/8/19 | | ISSUED FOR REVIEW | RDV/JJA | PC/JAC | PC/JAC | |
| A | 8/21/18 | | ISSUED FOR REVIEW | RDV/JJA | PC/JAC | PC/JAC | |

| | |
|--|------------------------|
| PSEG-LI SOUTHOLD-SHELTER ISLAND SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY | |
| INSTALLATION OF ELECTRIC CABLE | |
| PSEG-LI 117 Hudson Park Hartford, New York 11901 | |
| SCALE AS NOTED | VECTOR DWG. NO. |
| CAD/JAN 008 FILE NO. SP16C603001-SG.DWG | DWG. NO. 20 OF 30 |
| SYSTEM DWG NUMBER | CABINET NO. FOLDER NO. |

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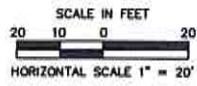


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SCALE: 1"=20'

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NOT FOR CONSTRUCTION



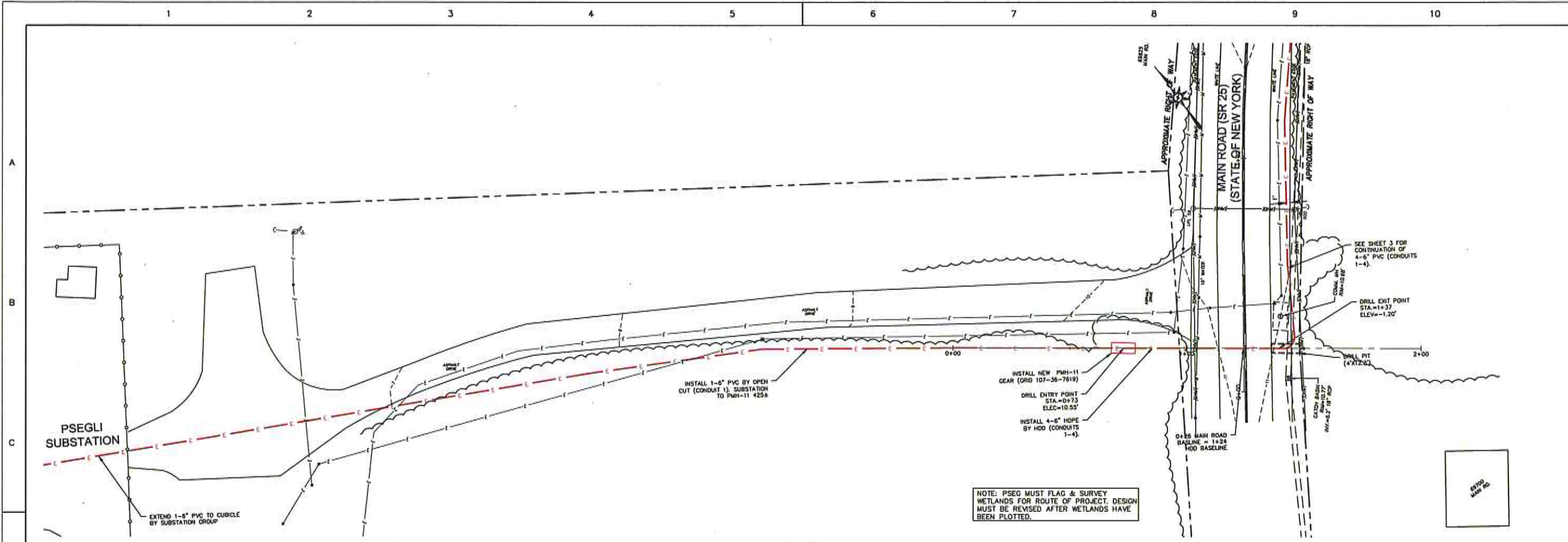
| DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | APPROVED BY |
|------------|--------------------------|-------------|------------|-------------|
| C 3/2/17 | ISSUED FOR DESIGN REVIEW | JPA | PC/AS | PC/AS |
| D 12/23/16 | ISSUED FOR DESIGN REVIEW | JPA | PC/AS | PC/AS |
| C 11/16/16 | ISSUED FOR DESIGN REVIEW | JPA | PC/AS | PC/AS |
| B 8/2/16 | OLD ISSUED FOR REVIEW | BSJ/JPA | PC/AS | PC/AS |
| A 8/2/16 | OLD ISSUED FOR REVIEW | BSJ/JPA | PC/AS | PC/AS |
| DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | APPROVED BY |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

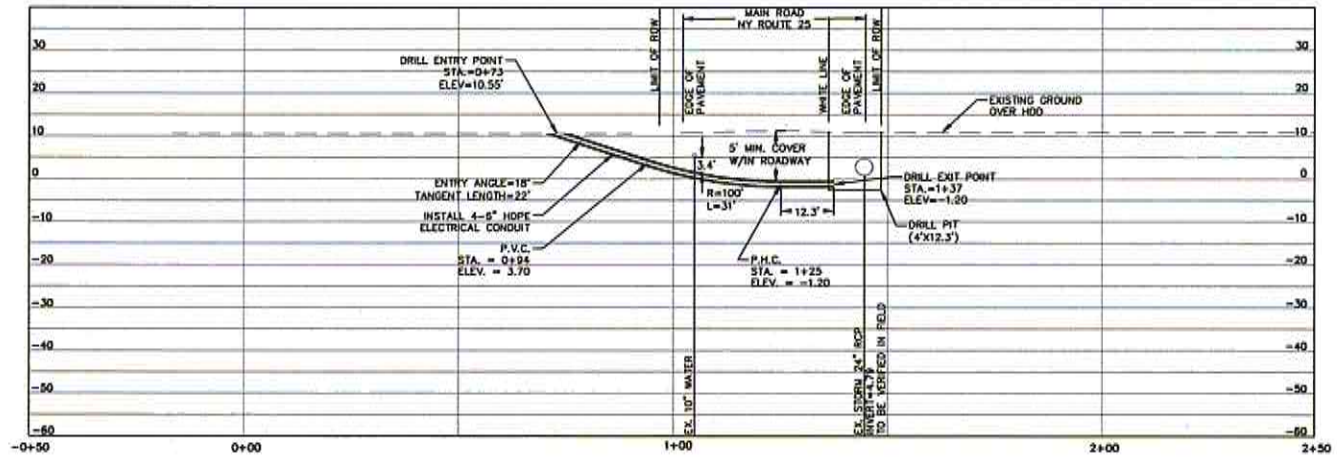
INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Duane Park
Brookton, New York 11901

SCALE: AS NOTED
SHEET NO. 21 OF 30
PROJECT NO. SP18C603001-SG-0WG



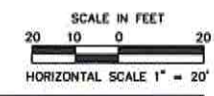
PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20'

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEGLI COMMISSIONED BY COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
2. THE DESIGN DEPICTED HEREIN MAY IMPACT WETLANDS. PRIOR TO CONSTRUCTION, PSEGLI'S ENVIRONMENTAL GROUP MUST MAP THE WETLANDS SO THAT THEY MAY BE PROPERLY INCORPORATED INTO THESE DESIGN PLANS.
3. THE DESIGN DEPICTED HEREIN MAY REQUIRE TREE CLEARING. PRIOR TO CONSTRUCTION, PSEGLI'S ENVIRONMENTAL GROUP MUST BE CONSULTED WITH REGARD TO TREE CLEARING.



NOT FOR CONSTRUCTION



| NO. | DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | APPROVED BY |
|-----|---------|--------------------------|-------------|------------|-------------|
| 1 | 3/2/17 | ISSUED FOR DESIGN REVIEW | JPA | PC/ME | PC/JS |
| 2 | 1/25/18 | ISSUED FOR DESIGN REVIEW | JPA | PC/JS | PC/JS |
| 3 | 1/15/18 | ISSUED FOR DESIGN REVIEW | JPA | PC/JS | PC/JS |
| 4 | 8/8/18 | OLD ISSUED FOR REVIEW | NOV/JPA | PC/ME | PC/ME |
| 5 | 8/23/18 | OLD ISSUED FOR REVIEW | NOV/JPA | PC/ME | PC/ME |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Hudson Park
Hempstead, New York 11501

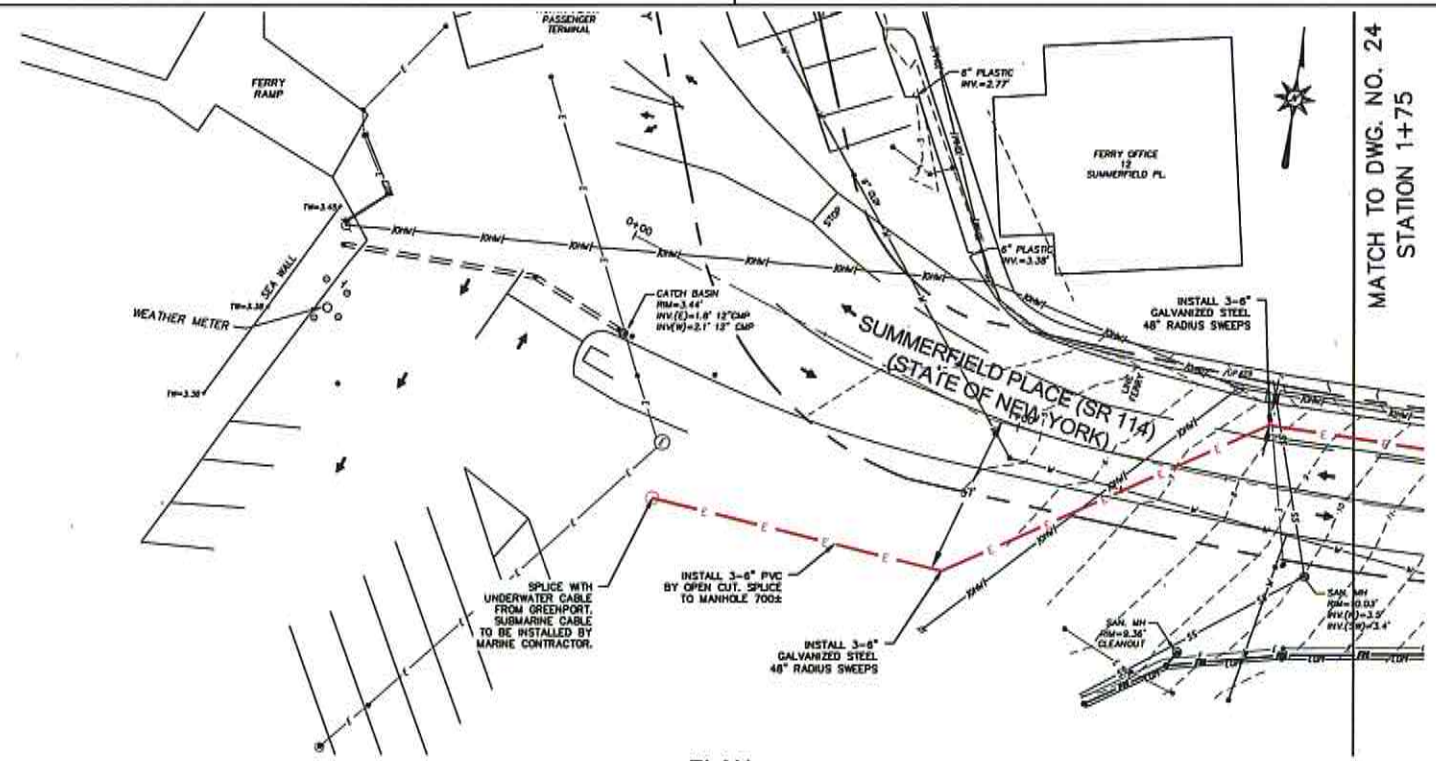
SCALE: AS NOTED

PROJECT NO.: SP160603001-SG.DWG

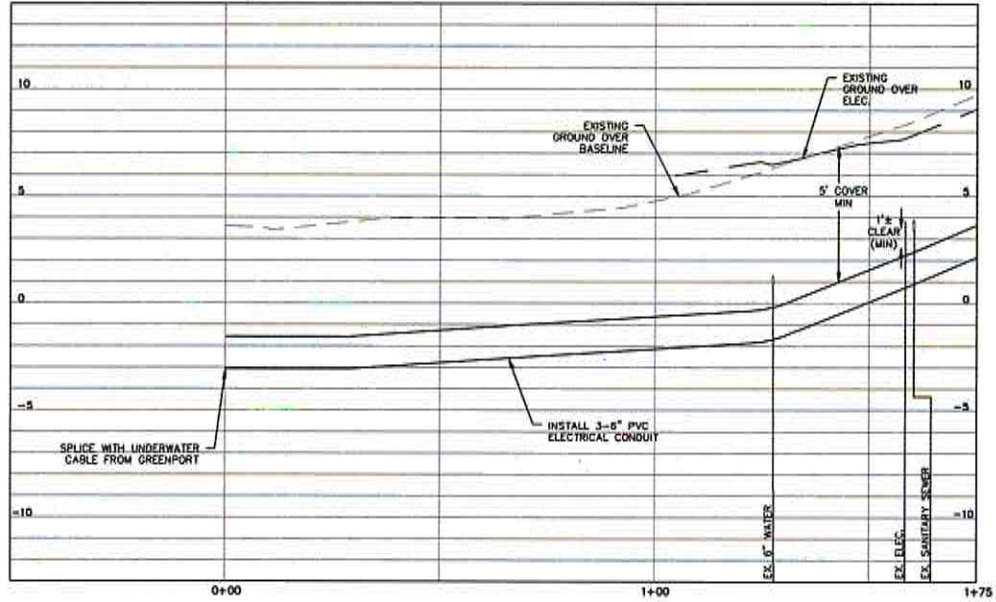
SHEET NO.: 22 OF 30

1 2 3 4 5 6 7 8 9 10

A
B
C
D
E
F



PLAN
SCALE: 1"=20'



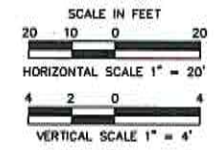
PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

MATCH TO DWG. NO. 24
STATION 1+75

MATCH TO DWG. NO. 24 STA. 1+75

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSECU COMMISSIONED DL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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NOT FOR CONSTRUCTION



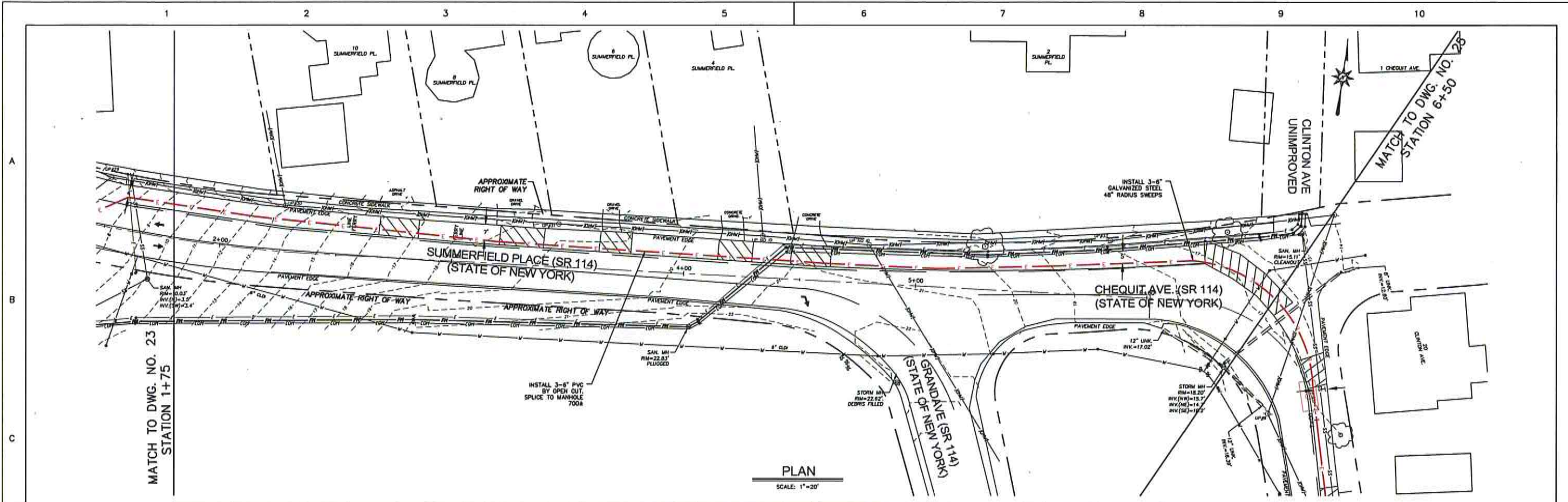
| REV | DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | REVISIONS | APP'D |
|-----|----------|-----------------------------|-------------|------------|-----------|-------|
| 1 | 1/27/17 | ISSUED FOR SCHEMATIC REVIEW | JPL | PC/ES | PC/ES | |
| 2 | 11/27/18 | ISSUED FOR CLEAR REVIEW | JPL | PC/ES | PC/ES | |
| 3 | 11/16/18 | ISSUED FOR CLEAR REVIEW | JPL | PC/ES | PC/ES | |
| 4 | 8/1/18 | OLD ISSUES FOR REVIEW | NOV/JPL | PC/ES | PC/ES | |
| 5 | 8/27/18 | OLD ISSUES FOR REVIEW | NOV/JPL | PC/ES | PC/ES | |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

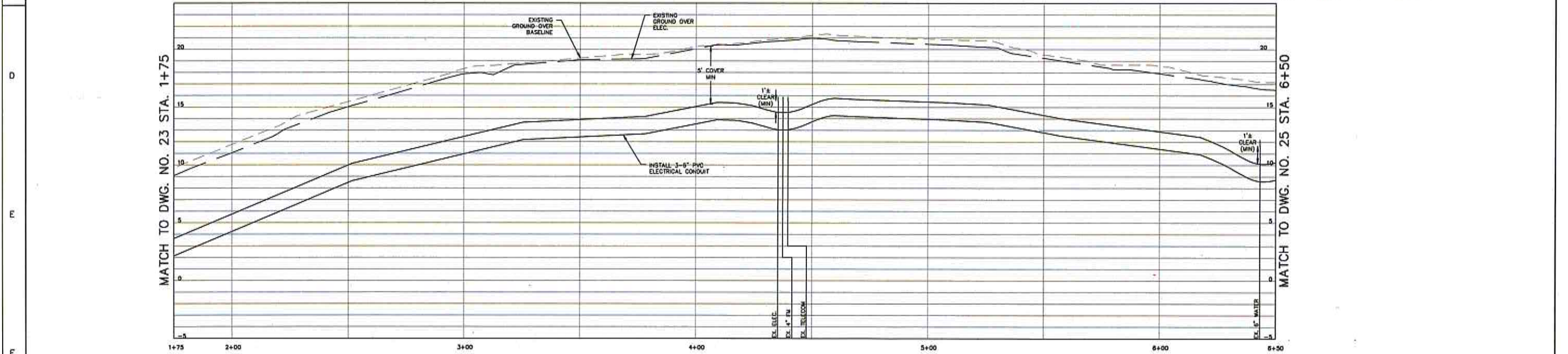
INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Madison Ave.
New York, NY 10017

SCALE: AS NOTED
PROJECT NO.: SP160503001-SLDWG
SHEET NO.: 23 OF 30



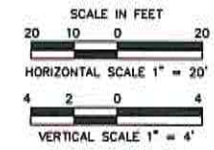
PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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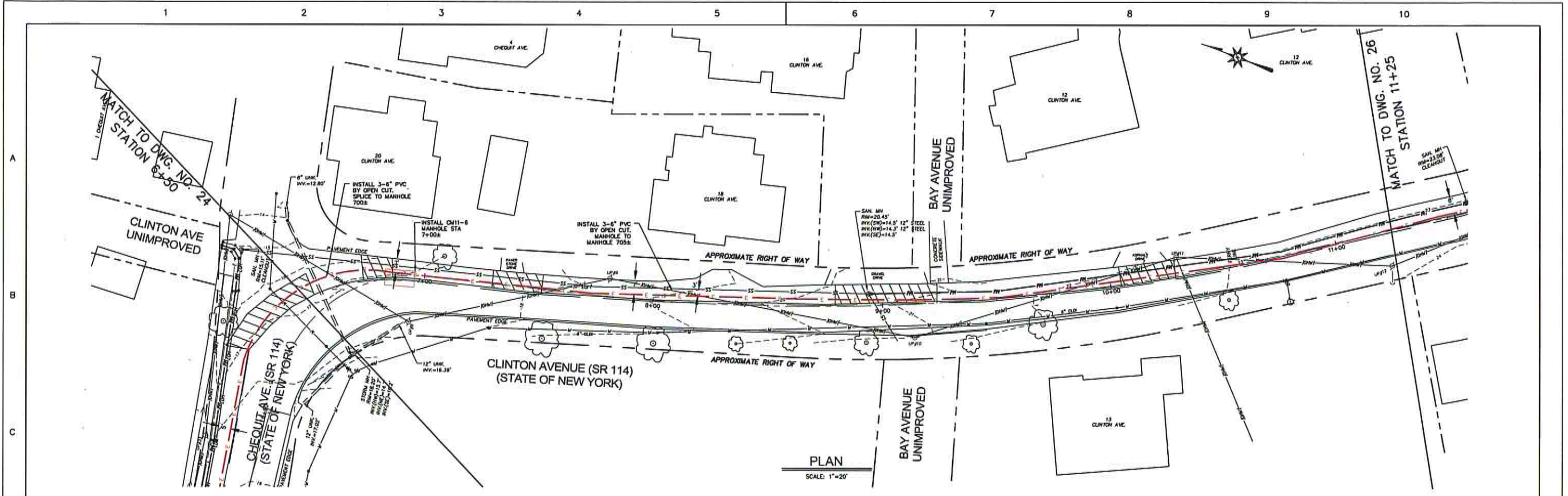


NOT FOR CONSTRUCTION

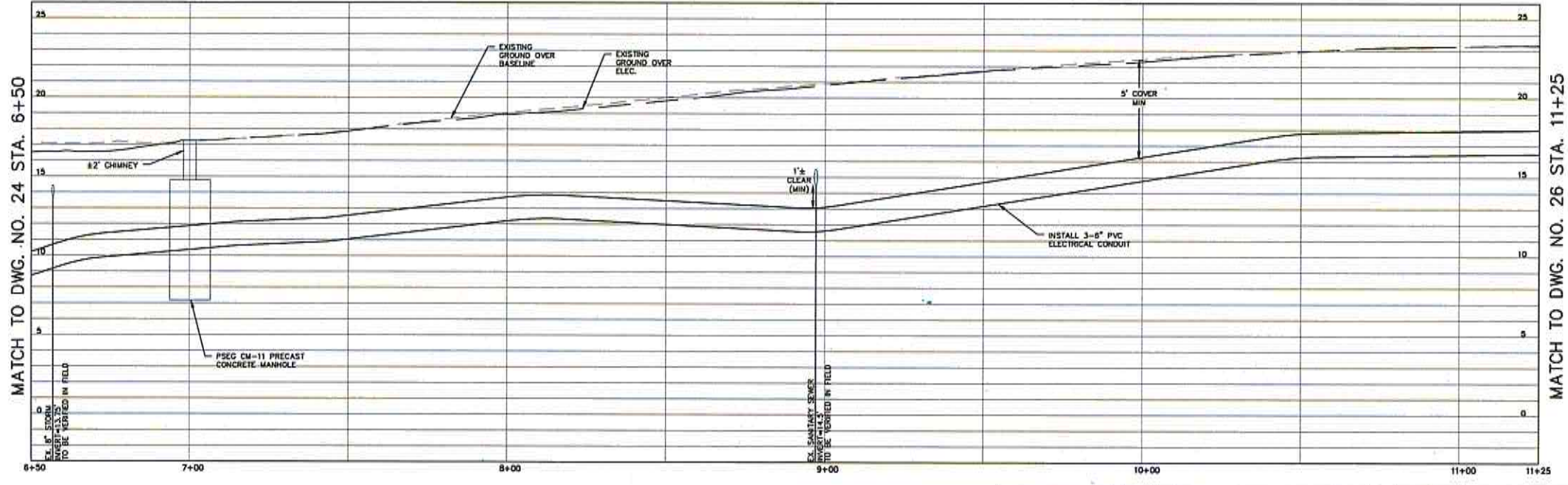


| NO. | DATE | BY | DESCRIPTION | CHK'D BY | REVISED | APP'D |
|-----|----------|----|-------------------------|----------|---------|-------|
| E | 3/2/17 | | ISSUED FOR SCUM REVIEW | JPS | PC/RS | PC/RS |
| B | 11/20/16 | | ISSUED FOR CLEAR REVIEW | JPS | PC/RS | PC/RS |
| C | 11/18/16 | | ISSUED FOR CLEAR REVIEW | JPS | PC/RS | PC/RS |
| B | 8/8/16 | | ISSUED FOR REVIEW | NDV/JPS | PC/RS | PC/RS |
| A | 8/23/16 | | ISSUED FOR REVIEW | NDV/JPS | PC/RS | PC/RS |

| | |
|---|-------------------------|
| PSEG-U SOUTHOLD-SHELTER ISLAND SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY | |
| INSTALLATION OF ELECTRIC CABLE | |
| PSEG-U 117 Madison Park Manhasset, New York 11040 | |
| SCALE AS NOTED | VERSION Dwg. No. |
| CHG/APP/DES/FILE NO. SP160603001-SLDWG | DWG. NO. 24 OF 30 |
| SHEET 002 NUMBER | SHEET NO. FOLDER NO. |



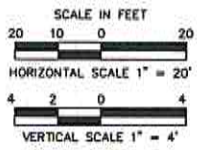
PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED DL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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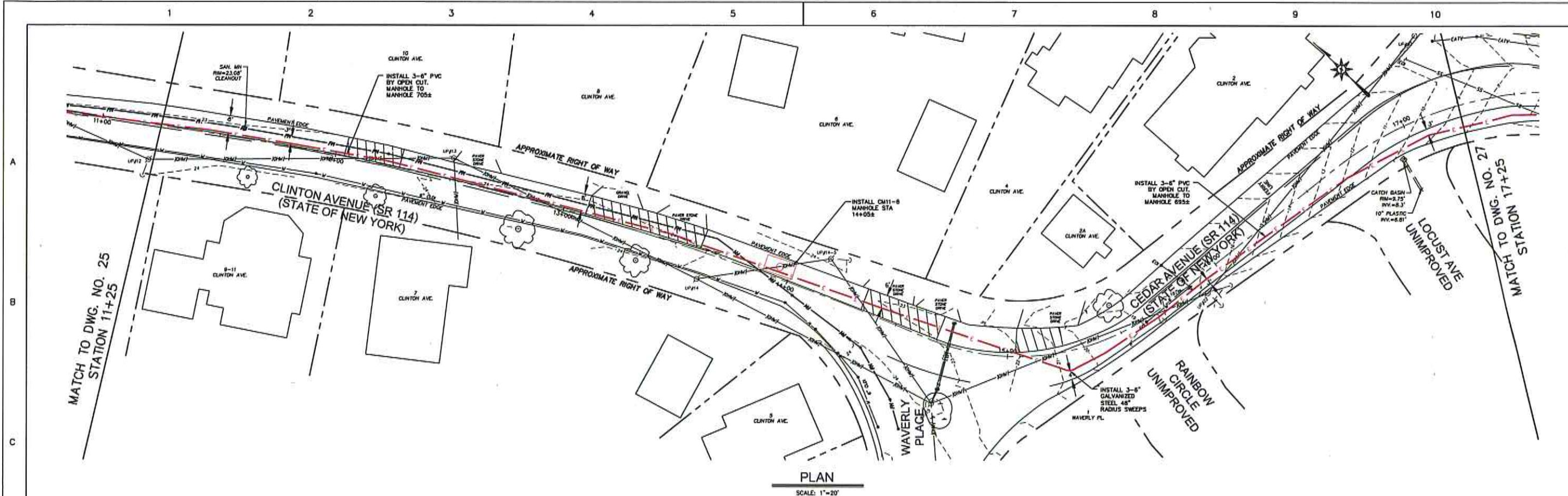


NOT FOR CONSTRUCTION

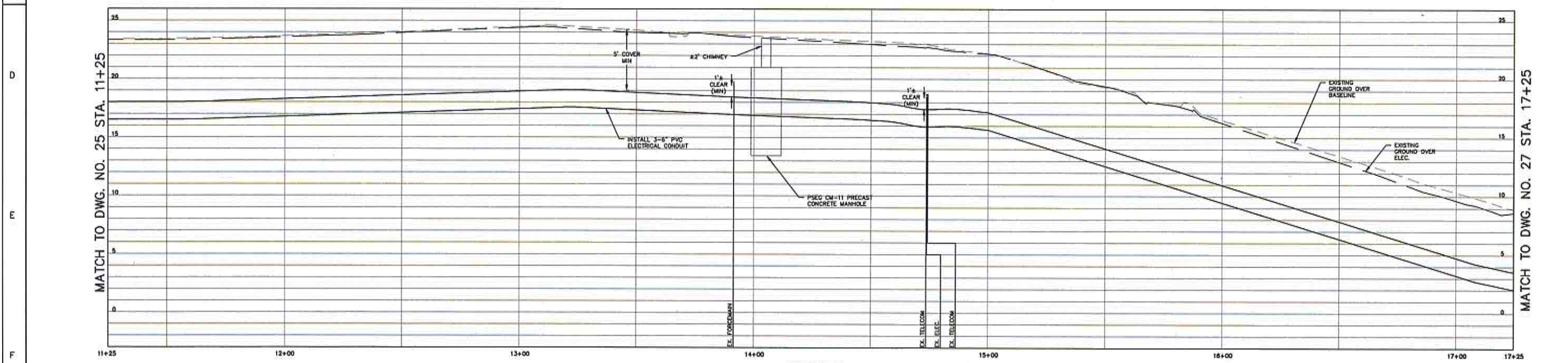


| DATE | DESCRIPTION | BY | CHKD BY | REVISED | APP'D |
|------------|---------------------------|--------|---------|---------|-------|
| C 3/2/17 | ISSUED FOR BIDDING REVIEW | JPL | PC/JS | PC/JS | |
| B 11/22/16 | ISSUED FOR CLEAR REVIEW | JPL | PC/JS | PC/JS | |
| C 11/15/16 | ISSUED FOR CLEAR REVIEW | JPL | PC/JS | PC/JS | |
| B 8/2/16 | OLD ISSUED FOR REVIEW | MD/JPL | PC/JS | PC/JS | |
| A 8/20/16 | OLD ISSUED FOR REVIEW | MD/JPL | PC/JS | PC/JS | |

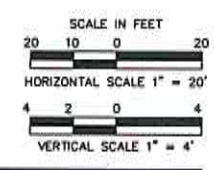
| | |
|--|----------------------|
| PSEG-LJ SOUTHOLD-SHELTER ISLAND SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY | |
| INSTALLATION OF ELECTRIC CABLE | |
| PSEG-LJ 117 Rte 114 Southold, New York 11901 | |
| SCALE AS NOTED | DATE 08/20/17 |
| CAD/IN 024 FILE NO. SP16C003001-SLDWG | DWG. NO. 25 OF 30 |



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL



NOT FOR CONSTRUCTION

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED DL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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| NO. | DATE | DESCRIPTION | DESIGNED BY | CHECKED BY | REVIEWED BY | APPROVED BY |
|-----|----------|-----------------------------|-------------|------------|-------------|-------------|
| 1 | 3/27/17 | ISSUED FOR SCHEMATIC REVIEW | JPL | PC/CS | PC/AS | |
| 2 | 11/29/16 | ISSUED FOR DESIGN REVIEW | JPL | PC/CS | PC/AS | |
| 3 | 11/29/16 | ISSUED FOR DESIGN REVIEW | JPL | PC/CS | PC/AS | |
| 4 | 8/8/16 | ISSUED FOR REVIEW | RDV/JPL | PC/AS | PC/AS | |
| 5 | 8/22/16 | ISSUED FOR REVIEW | RDV/JPL | PC/AS | PC/AS | |
| 6 | | | | | | |

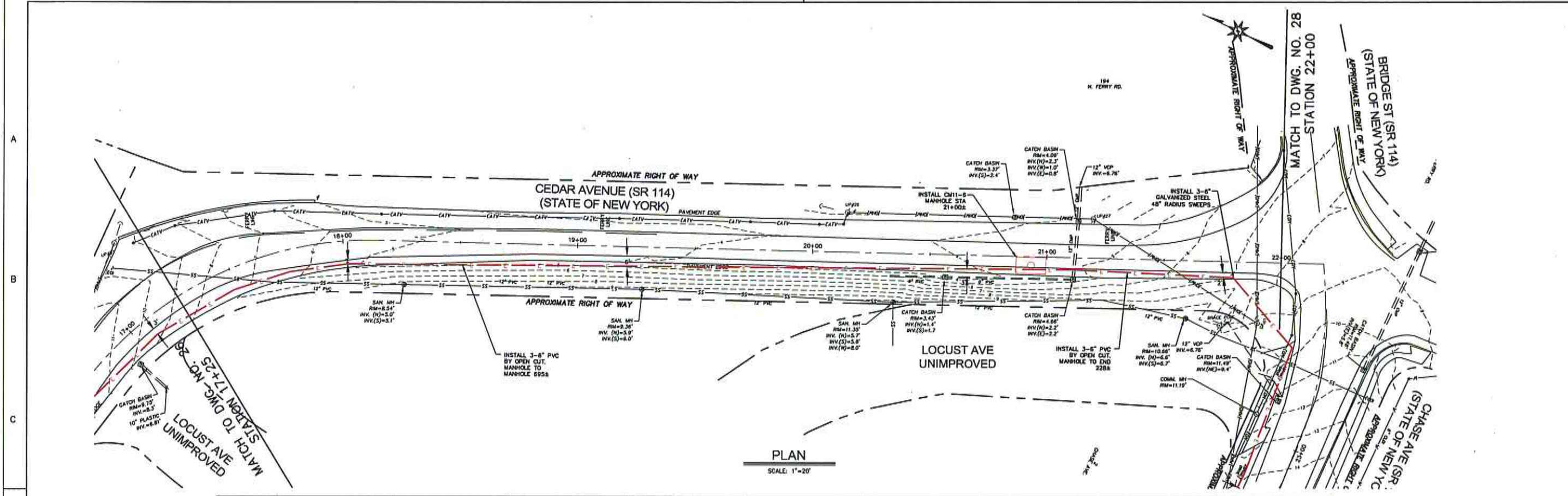
PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

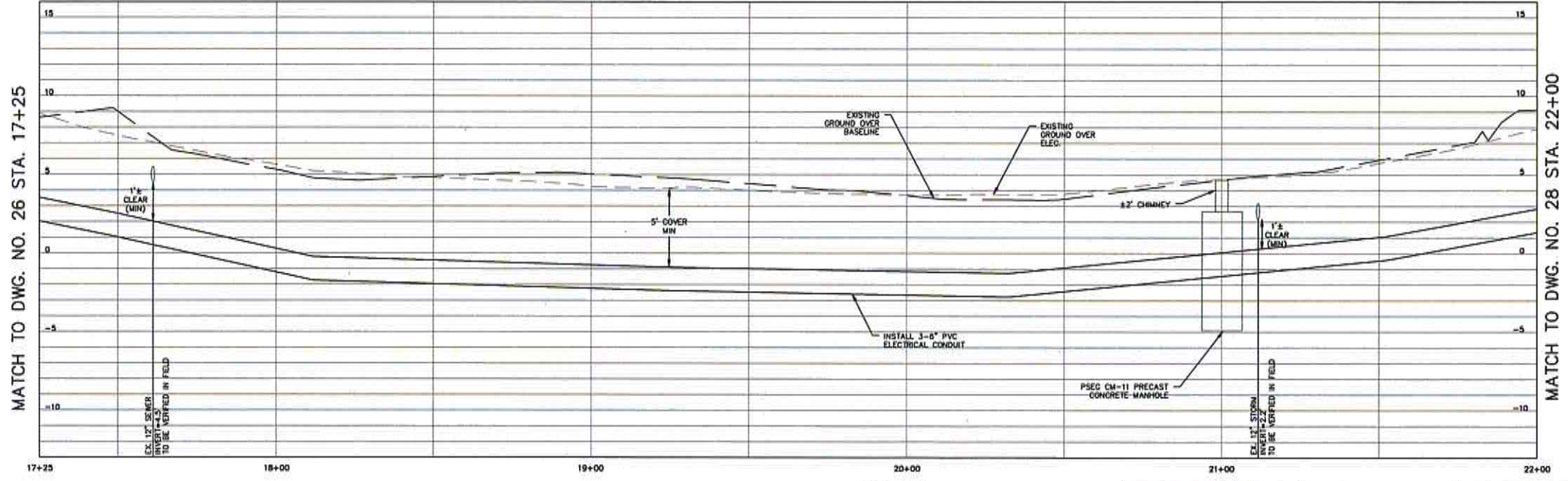
PSEG-LI
117 Southold Pkwy
Southold, New York 11968

SCALE: AS NOTED
SHEET NO: SP16C603001-SLOWG
DRAWING FILE NO: 26 OF 30

1 2 3 4 5 6 7 8 9 10



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20' HORIZONTAL
SCALE: 1"=4' VERTICAL

SCALE IN FEET
20 10 0 20
HORIZONTAL SCALE 1" = 20'
4 2 0 4
VERTICAL SCALE 1" = 4'

DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

1. THE RIGHT-OF-WAY LINES DEPICTED ON THESE DRAWINGS ARE DEPICTED FROM RECORDS ONLY AND ARE APPROXIMATE. BECAUSE THE DESIGN IS CLOSE TO RIGHT-OF-WAY IN SOME AREAS, PSEG COMMISSIONED BL COMPANIES TO PERFORM A ROW SURVEY. HOWEVER, THE PROJECT WAS PAUSED PRIOR TO COMPLETION OF THE SURVEY. THE ROW SURVEY MUST BE RESTARTED WHEN THE PROJECT RESTARTS.
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| NO. | DATE | BY | DESCRIPTION | CHK BY | APP. |
|-----|----------|----|--------------------------|---------|-------|
| E | 2/2/17 | | ISSUED FOR DESIGN REVIEW | JPS | PC/JS |
| B | 10/2/18 | | ISSUED FOR CLEAR REVIEW | JPS | PC/JS |
| C | 11/16/18 | | ISSUED FOR CLEAR REVIEW | JPS | PC/JS |
| B | 3/9/19 | | ISSUED FOR REVIEW | BSJ/JPS | PC/JM |
| A | 8/31/19 | | ISSUED FOR REVIEW | BSJ/JPS | PC/JM |
| NO. | DATE | BY | DESCRIPTION | CHK BY | APP. |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Madison Ave.
New York, New York 10017

SCALE: AS NOTED

PROJECT NO. SP160603001-SLWGS

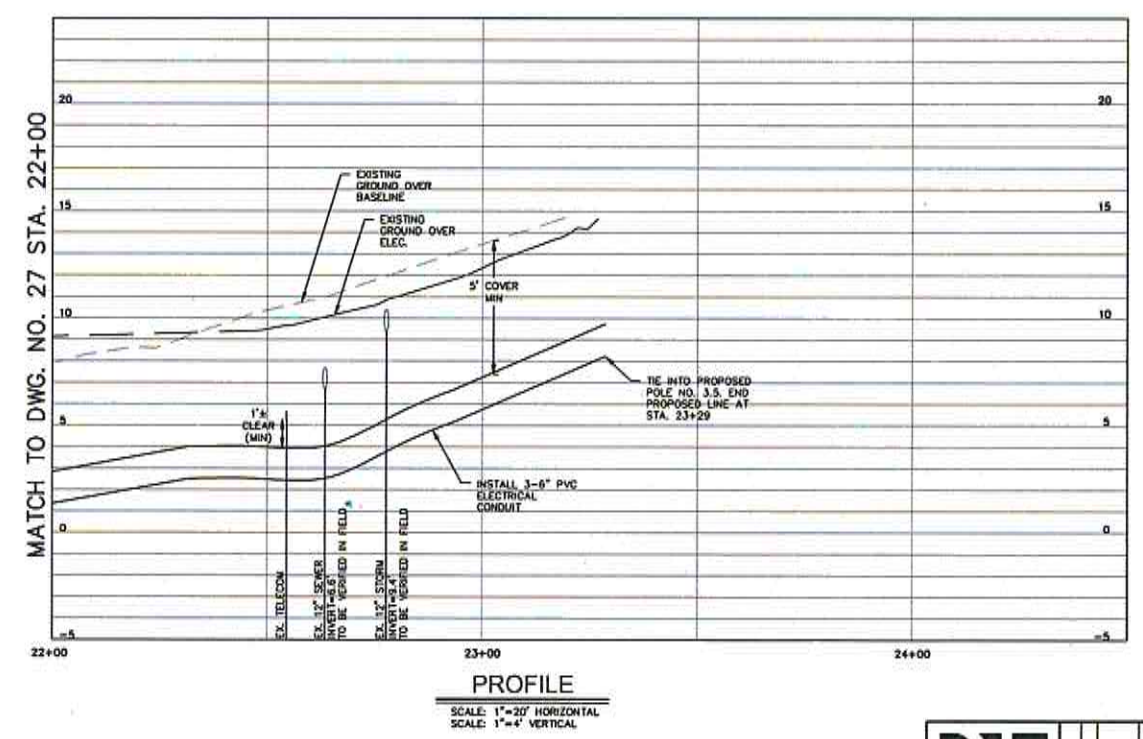
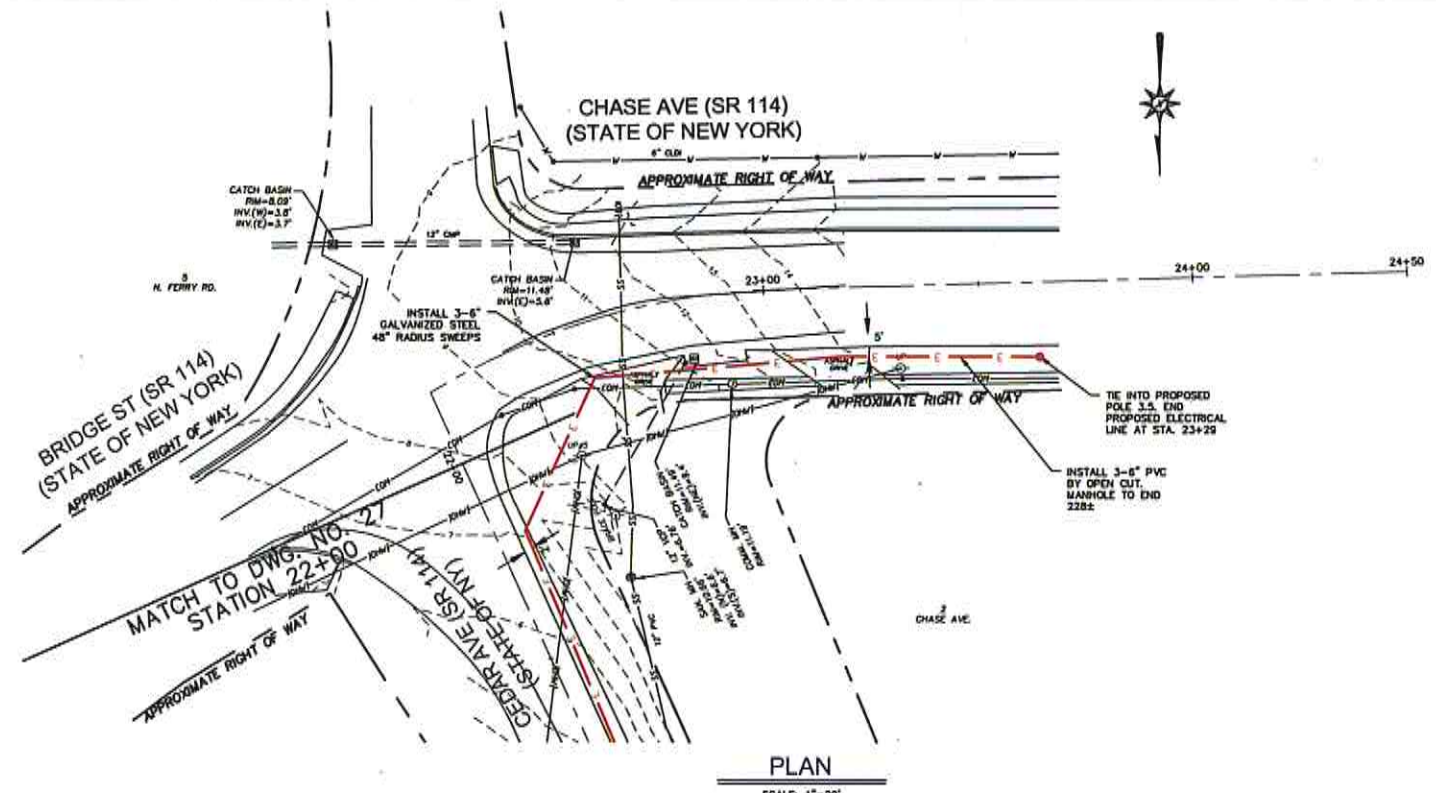
DWG. NO. 27 OF 30

DATE: 8/31/19

NOT FOR CONSTRUCTION

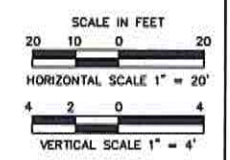
1 2 3 4 5 6 7 8 9 10

A
B
C
D
E
F



DESIGN NOTES - TO BE REVISITED PRIOR TO CONSTRUCTION

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NOT FOR CONSTRUCTION



| NO. | DATE | DESCRIPTION | BY | CHECKED | APPROVED |
|-----|----------|--------------------------|---------|---------|----------|
| 1 | 3/2/17 | ISSUED FOR DESIGN REVIEW | JPA | PC/JS | PC/JS |
| 2 | 10/25/16 | ISSUED FOR DESIGN REVIEW | JPA | PC/JS | PC/JS |
| 3 | 11/16/16 | ISSUED FOR DESIGN REVIEW | JPA | PC/JS | PC/JS |
| 4 | 8/8/16 | OLD ISSUED FOR REVIEW | NOV/JPA | PC/JS | PC/JS |
| 5 | 8/22/16 | OLD ISSUED FOR REVIEW | NOV/JPA | PC/JS | PC/JS |
| 6 | 8/22/16 | REVISION | NOV/JPA | PC/JS | PC/JS |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREENPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

PSEG-LI
117 Hudson Park
Southold, New York 11968

SCALE: AS NOTED

DATE: 08/08/16

PROJECT NO: SP160603001-SLDWG

SHEET NO: 28 OF 30

A
B
C
D
E
F

PLAN

NOTES:
1. FOR SECTION TO BE SHOWN ON SHEET 05-01
2. ALL REINFORCEMENT SHALL BE CAST IN PLACE
3. ALL REINFORCEMENT SHALL BE CAST IN PLACE
4. REINFORCEMENT SHALL BE CAST IN PLACE
5. REINFORCEMENT SHALL BE CAST IN PLACE
6. REINFORCEMENT SHALL BE CAST IN PLACE
7. REINFORCEMENT SHALL BE CAST IN PLACE
8. REINFORCEMENT SHALL BE CAST IN PLACE
9. REINFORCEMENT SHALL BE CAST IN PLACE
10. REINFORCEMENT SHALL BE CAST IN PLACE

SECTION A-A
ASYMMETRICAL ABOUT WINDOW

| | | | | | |
|-----------------------------|------|-------------|------|---|-------------|
| DESIGNED BY | DATE | APPROVED BY | DATE | PROJECT NO. | DATE |
| LONG ISLAND POWER AUTHORITY | | | | TYPE CM 11-6 - 11'-6"x5'-7"x6" CABLE MANHOLE PRECAST CONCRETE | 6556 1 of 3 |

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FLOOR SLAB REINFORCEMENT

SECTION E-E

SECTION B-B

SEE 'C'-6556 FOR FLOOR / WALL CONNECTION DETAILS

| | | | | | |
|-----------------------------|------|-------------|------|---|-------------|
| DESIGNED BY | DATE | APPROVED BY | DATE | PROJECT NO. | DATE |
| LONG ISLAND POWER AUTHORITY | | | | TYPE CM 11-6 - 11'-6"x5'-7"x6" CABLE MANHOLE PRECAST CONCRETE | 6556 2 of 3 |

PRINTED COPIES ARE UNCONTROLLED. OFFICIAL CONTROLLED COPIES AVAILABLE ON NATIONAL GRID INFOSITE AT: <http://na2info.gridlines.com/Procedure>

SIDE WALL REINFORCEMENT PLAN

SECTION D-D

SECTION C-C

| | | | | | |
|-----------------------------|------|-------------|------|---|-------------|
| DESIGNED BY | DATE | APPROVED BY | DATE | PROJECT NO. | DATE |
| LONG ISLAND POWER AUTHORITY | | | | TYPE CM 11-6 - 11'-6"x5'-7"x6" CABLE MANHOLE PRECAST CONCRETE | 6556 3 of 3 |

PRINTED COPIES ARE UNCONTROLLED. OFFICIAL CONTROLLED COPIES AVAILABLE ON NATIONAL GRID INFOSITE AT: <http://na2info.gridlines.com/Procedure>

END WALL WITH ONE WINDOW SYMMETRICAL ABOUT

SECTION D-D

SECTION C-C

| | | | | | |
|-----------------------------|------|-------------|------|---|-------------|
| DESIGNED BY | DATE | APPROVED BY | DATE | PROJECT NO. | DATE |
| LONG ISLAND POWER AUTHORITY | | | | TYPE CM 11-6 - 11'-6"x5'-7"x6" CABLE MANHOLE PRECAST CONCRETE | 6556 4 of 3 |

PRINTED COPIES ARE UNCONTROLLED. OFFICIAL CONTROLLED COPIES AVAILABLE ON NATIONAL GRID INFOSITE AT: <http://na2info.gridlines.com/Procedure>

ROOF REINFORCEMENT PLAN

SECTION H-H

SECTION G-G

| | | | | | |
|-----------------------------|------|-------------|------|---|-------------|
| DESIGNED BY | DATE | APPROVED BY | DATE | PROJECT NO. | DATE |
| LONG ISLAND POWER AUTHORITY | | | | TYPE CM 11-6 - 11'-6"x5'-7"x6" CABLE MANHOLE PRECAST CONCRETE | 6556 5 of 3 |

PRINTED COPIES ARE UNCONTROLLED. OFFICIAL CONTROLLED COPIES AVAILABLE ON NATIONAL GRID INFOSITE AT: <http://na2info.gridlines.com/Procedure>

NOT FOR CONSTRUCTION

| | | | | | |
|--------------|-------------|----------|------------------------|----------------|------------------------|
| ARCHITECTURE | ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE | LAND SURVEYING | ENVIRONMENTAL SCIENCES |
|--------------|-------------|----------|------------------------|----------------|------------------------|

| | | | | | |
|---------|----|-------|-------|------|----|
| DATE | BY | FOR | BY | DATE | BY |
| 11/2/17 | JN | PC/JS | PC/JS | | |
| 11/2/17 | JN | PC/JS | PC/JS | | |
| 11/2/17 | JN | PC/JS | PC/JS | | |
| 11/2/17 | JN | PC/JS | PC/JS | | |
| 11/2/17 | JN | PC/JS | PC/JS | | |
| 11/2/17 | JN | PC/JS | PC/JS | | |

PSEG-LI
SOUTHOLD-SHELTER ISLAND
SOUTHOLD, GREYPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY

INSTALLATION OF ELECTRIC CABLE

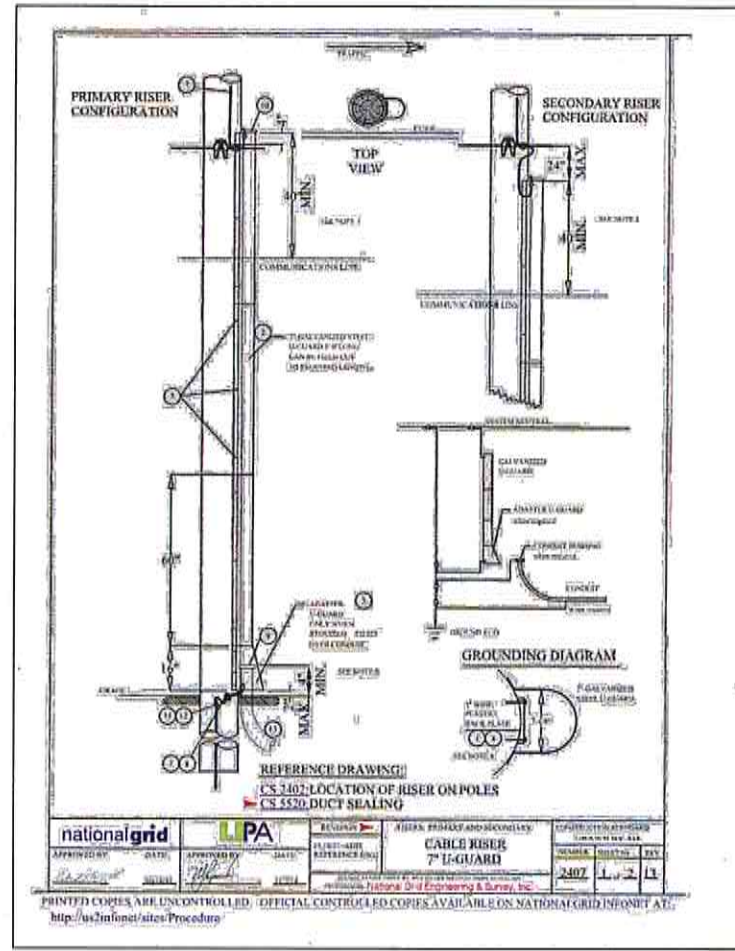
PSEG-LI
117 Hudson Park
Northbrook, New York 11761

SCALE
AS NOTED

DATE: 11/2/17

PROJECT NO.: DN-02

SHEET NO.: 29 OF 30



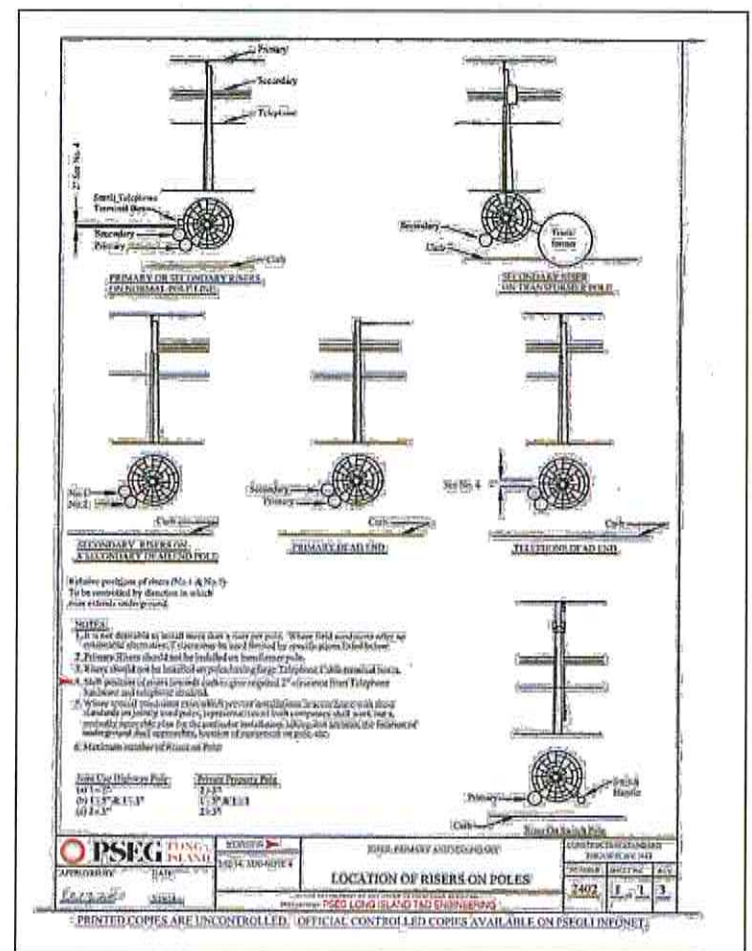
| BILL OF MATERIAL | | | |
|------------------|--|------|----------|
| ITEM | DESCRIPTION | QTY. | ITEM ID. |
| 1 | Back Plate, 5" Wide, 10' - 0" Long Plastic | + | 125524 |
| 2 | U-Guard 7" Wide, 5' - 0" Long, Galvanized | + | 125528 |
| 3 | Adapter, U-Guard, 7" Wide, 16" Long Galvanized | + | 125529 |
| 4 | Nail, Barbed 1/8" x 2" with Cushion | + | 181009 |
| 5 | Screw, Lag, 3/8" x 2-1/2" | + | 181001 |
| 6 | Staples, Copperweld, 1-1/2" x 5/16" | + | 180001 |
| 7 | Wire, Ground HDPE Insulated #6 Cu | + | 199040 |
| 8 | Connector, Split Bolt | + | 124 |
| 9 | Duct Sealing Compound (See Note 5) | + | 126048 |
| 10 | Bracket, Dual Edge | + | 163004 |
| 11 | Ground Rod, 1/2" x 8'-0" | + | 173007 |
| 12 | Ground Rod Connector, 1/2" | + | 121065 |
| 13 | Sweep, 5', 90°, 60" Radius, Galvanized | + | 125617 |
| 14 | Sweep, 5', 90°, 36" Radius, PVC | + | 125519 |

NOTES:

- Primary Riser - The top of the riser shall be 4" above the neutral.
- Secondary Riser - There shall be a minimum of 40" separation between the top of the riser and communication cables. (Telephone, CATV, Fire, Etc.)
- Place ground wire between backplate and pole.
- Use barbed nail with cushion to secure backplate to pole. Do Not drive nail all the way home, just enough to make contact between cushion and backplate. Use 3/8" x 2-1/2" lag to secure U-Guard.
- Apply sealing compound at duct entrance to keep out water. See CS-5520 for details.
- Galvanized steel U-Guards shall be used for a minimum of 10' above grade. Each section of galvanized U-Guard shall be overlapped by 2" and grounded.
- All three phase 480Y/277 Volt secondary risers shall be installed to the primary configuration height (i.e. terminated ABOVE the system neutral).

| | | |
|------------------------------|----------|------------------|
| AS REQUIRED | REVISION | CS 2402, REV. 13 |
| MISSING DIMS BY TYPE OR SIZE | | SHEET 3 OF 3 |

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| | | | |
|--|--|---------------------------|----------------------------|
| <p>BL Companies ARCHITECTURAL ENGINEERING PLANNING LANDSCAPE ARCHITECTURE LAND SURVEYING ENVIRONMENTAL SCIENCES</p> | <p>PSEG-LI SOUTHOLD-SHELTER ISLAND SOUTHOLD, CREDPORT & SHELTER ISLAND, SUFFOLK COUNTY, NY</p> | | |
| | <p>INSTALLATION OF ELECTRIC CABLE</p> | | |
| | <p>PSEG-LI 117 Southold, New York 11968</p> | | |
| <p>DATE: 3/2/13 BY: [Signature] CHECKED: [Signature] DATE: 3/13/13 BY: [Signature] DATE: 3/13/13 BY: [Signature]</p> | <p>SCALE: AS NOTED</p> | <p>PROJECT NO.: DN-03</p> | <p>SHEET NO.: 30 OF 30</p> |

Southold to Shelter Island New 13 kV Underground Feeder Cable Project

Environmental Assessment

Prepared by:
PSEG Long Island
175 E. Old Country Road, Hicksville, NY 11801
Contact: Edward Aldrich, (516) 580-5883

and

PS&S
One Larkin Plaza, 2nd Floor, Yonkers, NY 10701

Prepared for:
Long Island Power Authority (LIPA)
333 Earle Ovington Blvd., Uniondale, NY 11553
Contact: Edward Aldrich, PSEG Long Island (516) 580-5883

Lead Agency: LIPA

June 28, 2017

TABLE OF CONTENTS

Full Environmental Assessment Form

FEAF Supplemental Information

Attachments

Attachment A – Project Description

Attachment B – Land Use

Attachment C – Natural Resources

Attachment D - Energy

Attachment E - Construction

Appendices

Appendix A – Photo Location Map and Photo Log

Appendix B – Municipal Policy Consistency Review HDD

Appendix C – Coastal Assessment

Appendix D – Natural Resource Information

Appendix E – Frac Out Contingency Plan

Figures

Figure 1 – Project Location Map

Figure 2 – Land Use Map

Figure 3 – Site Location/Wetlands Map

Plans

Southold – Shelter Island Electrical Feeder Project

Prepared by: BL Companies, Last Revised February 2, 2017

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*Full Environmental Assessment Form
Part 1 - Project and Setting*

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

| | | |
|--|----------------------------------|--------------------|
| Name of Action or Project: Southold to Shelter Island New 13 kV Underground Feeder Cable Project | | |
| Project Location (describe, and attach a general location map): NYS Rt 25 (Twn. of Southold); Front St. & 5th St (Vlg of Greenport); Underneath bottom of Shelter Island Sound North; Summerfield Pl, Clinton St, Cedar Av, Chase Av (Twn. of Shelter Island) | | |
| Brief Description of Proposed Action (include purpose or need): The Proposed Project involves installation of a new 13kV underground feeder, approx. 3.1 miles in total length, to replace the previously failed primary distribution feeder to structure a sufficient and reliable supply of electricity to Shelter Island without the need for temporary emergency generation, that will also be able to support growing energy needs of the Town of Shelter Island. The route would originate at PSEG Long Island's existing Southold Substation in the Town of Southold, terminating at Chase Avenue in the Incorporated hamlet of Shelter Island Heights, and consists of 3 sections. The Southold to Greenport (North Fork) Land Feeder Cable Route section is approx. 2.0 miles in length, will be installed via open trench and HDD. The second section of the cable is approx. 0.62 miles in length and runs from Greenport to Shelter Island and will be installed via HDD underneath the bottom of the Shelter Island Sound North ("Greenport to Shelter Island HDD Crossing"). The Shelter Island Land Feeder Cable Route third section is approx. 0.46 miles in length and will be installed via open trench method. | | |
| See Attachment A - Project Description for more information on purpose & need. | | |
| Name of Applicant/Sponsor: PSEG Long Island, as Agent for Long Island Power Authority (LIPA) | Telephone: 516-580-5883 | |
| | E-Mail: Edward.Aldrich2@PSEG.com | |
| Address: 175 East Old Country Road | | |
| City/PO: Hicksville | State: New York | Zip Code: 11801 |
| Project Contact (if not same as sponsor; give name and title/role): Edward Aldrich, PSEG Long Island (Licensing and Permitting, Project Manager) | Telephone: 516-580-5883 | |
| | E-Mail: edward.aldrich2@pseg.com | |
| Address: 175 East Old Country Road | | |
| City/PO: Hicksville | State: New York | Zip Code: 11801 |
| Property Owner (if not same as sponsor): Towns of Southold & Shelter Island, Village of Greenport | Telephone: | |
| | E-Mail: | |
| Address: See FEAF Supplemental attachment | | |
| City/PO: | State: | Zip Code: |

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

| Government Entity | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected) |
|---|--|---|
| a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | See FEAF Supplemental Attachment | |
| b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | See FEAF Supplemental Attachment | |
| h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | See FEAF Supplemental Attachment | |
| i. Coastal Resources. | | |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No
 See Attachment B -Land Use for Municipal Policy Consistency Review

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):
NYS Heritage Areas: Long Island North Shore Heritage Area, Town of Southold and Village of Greenport Local Waterfront Revitalization Program (LWRPs), Town of Shelter Island and NYSDOS Watershed Management Plan, Peconic Estuary Program

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):
Town of Southold Community Preservation Project Plan

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
N/A

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Greenport Union Free School District and Shelter Island Union Free School District

b. What police or other public protection forces serve the project site?
Town of Southold Police Department, Town of Shelter Island Police Department

c. Which fire protection and emergency medical services serve the project site?
Greenport Fire Dept., Greenport EMS, Shelter Island Fire Department, Shelter Island EMS - Ambulance (803)

d. What parks serve the project site?
Eastern Long Island Kampground-Greenport, Fifth Street Beach and Park-Greenport, Shelter Island Country Club-Shelter Island

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Utility

b. a. Total acreage of the site of the proposed action? Linear Project acres 3.1 mile linear project
 b. Total acreage to be physically disturbed? <1 acres Cable HDD pits, trenches
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? less than 1.0 acres UG feeder within Substation/right-of-way property

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
N/A
 ii. Is a cluster/conservation layout proposed? Yes No N/A
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: N/A months
 ii. If Yes:
 • Total number of phases anticipated 2
 • Anticipated commencement date of phase 1 (including demolition) 9 month 2017 year
 • Anticipated completion date of final phase 1 month 2018 year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____
Phase 1: Installation of the HDD cable crossing. Phase 2: Installation of the new underground (UG) cable from Southold Substation to Greenport terminus & HDD connection in Greenport. Then HDD connection in Shelter Island and installation of new UG cable to the pole at Chase Avenue.

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f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

| | One Family | Two Family | Three Family | Multiple Family (four or more) |
|-----------------------------|------------|------------|--------------|--------------------------------|
| Initial Phase | _____ | _____ | _____ | _____ |
| At completion of all phases | _____ | _____ | _____ | _____ |

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 21 20 manholes, 1 utility pole

ii. Dimensions (in feet) of largest proposed structure: 16 feet height; 9 feet width; and 9 feet length

iii. Approximate extent of building space to be heated or cooled: N/A square feet

Structure to be installed below grade

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: Jack pits for drilling fluid recycling

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: Municipal water source (fire hydrant) used for mixing with drilling fluids

iii. If other than water, identify the type of impounded/contained liquids and their source.
Lined pit to recycle drilling fluids

iv. Approximate size of the proposed impoundment. Volume: 5000+ gallons million gallons; surface area: 150 Sq. Ft. acres

v. Dimensions of the proposed dam or impounding structure: 10 ft* height; 15 ft length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
*Proposed dam or impounding structure is an excavated pit and will exist entirely below grade, approximately 10 feet deep.

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): approx. 750 cubic yards - Linear project including HDD
- Over what duration of time? 5 months including work within streets and under SI Sound North

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Mostly soil and majority of material will be placed back in original location in the open trenching area for the Southold to Greenport (North Fork) Land Feeder Cable Route & Shelter Island Land Feeder Cable Route. Remaining material will be disposed according to Federal and Local regulations.

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ N/A* acres

vi. What is the maximum area to be worked at any one time? _____ N/A* acres

vii. What would be the maximum depth of excavation or dredging? _____ N/A* feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

*Linear project -Temporary disturbance, majority of material to remain on-site

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No *
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): *No wetlands/waterbody shall be impacted. Portions of the project will occur within freshwater and tidal wetland adjacent areas. Project will occur within limits of roadways and a paved parking lot. The drill holes for HDD installation will be located upland of the Shelter Island Sound North(MW6.1b)GB-SIS- 79. The HDD Crossing will occur within sub-bottom of Shelter Island Sound North.

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

There is a possibility of disturbance to bottom sediments to occur in the event of a frac-out. Prior to the commencement of the horizontal directional drilling (HDD) the contractor will be required to submit their HDD contingency plan to PSEG Long Island review. The contractor will be required to perform all work in accordance with best management practices as detailed in this plan. Additionally, proper sediment and erosion control measures will be put in place during work within wetland adjacent areas. *See Part 3 for more info.

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

N/A

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ 5000 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

Drilling fluid/slurry, consisting of potable water and bentonite clay mixture

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

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• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):
Liquid waste (drilling fluid) will be captured in the drilling recycling pits (jack pits). Spent Drilling fluid will be pumped from the pit into tanker trucks and disposed of at an approved treatment facility licensed to accept this type of waste.

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
Jack pits will capture drilling fluids and enable the drill rig to recycle and reuse the fluids.

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
Not Applicable.
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
Recycler and Emergency generator
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)
Not Applicable

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____
 ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____
 iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.
 i. During Construction:
 • Monday - Friday: 7:00AM-6:00PM/8:00PM
 • Saturday: 7:00AM-6:00PM/8:00PM
 • Sunday: Not Applicable
 • Holidays: Not Applicable
 ii. During Operations:
 • Monday - Friday: Not Applicable
 • Saturday: Not Applicable
 • Sunday: Not Applicable
 • Holidays: Not Applicable

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
Construction phase noise to be generated during 7am-7pm & 7am-6pm (Village of Greenport only) associated with heavy equipment operation. In the event construction occurs beyond normal hours, applicable permits will be obtained. No operational noise impacts will result from Proposed Project.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ drilling fluids tons per _____ 5000 gallons/day (unit of time)
 • Operation : _____ none tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: Recycling pits

 • Operation: NA

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: Drilling fluid will be disposed of at an approved disposal facility licensed to accept this type of waste.

 • Operation: NA

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s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): Community Services, Utility and Recreational
 ii. If mix of uses, generally describe:
Southold to Greenport Cable Route: utility, open space, commercial, residential, mixed use, municipal, industrial, community services, and recreational uses. Greenport to Shelter Island HDD Crossing: the Shelter Island Sound North. Shelter Island Cable Route: residential and commercial uses.

b. Land uses and covertypes on the project site.

| Land use or Coverture | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces | 0.96 | 0.96 | 0 |
| • Forested | 0 | 0 | 0 |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 0 | 0 | 0 |
| • Agricultural (includes active orchards, field, greenhouse etc.) | 0 | 0 | 0 |
| • Surface water features (lakes, ponds, streams, rivers, etc.) | 0.17 | 0.17 | 0 |
| • Wetlands (freshwater or tidal) | 0 | 0 | 0 |
| • Non-vegetated (bare rock, earth or fill) | 0.01 | 0.01 | 0 |
| • Other Describe: _____ | 0 | 0 | 0 |

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c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: Fifth Street Beach & Park-Village of Greenport and Shelter Island Sound North

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
i. Identify Facilities:
Greenport High School and Hudson River Health Care

e. Does the project site contain an existing dam? Yes No
 If Yes:
i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): B00027-115 Front Street (Mitchell Property)
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
The site has been remediated; groundwater is not used due to saltwater intrusion. Groundwater monitoring has been terminated as a result of significant improvement in groundwater quality. A deed restriction (i.e., environmental easement) will be put in place to help prevent direct contact with any residual petroleum related groundwater contamination or with subsurface soils that contain concentrations of arsenic. A Site Management Plan is being prepared.

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v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ -715 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

| | |
|-------------------------------|------|
| Riverhead & Haven soils, 0-8% | 28 % |
| Candice Silt Loam (CA) | 19 % |
| Plymouth Loamy Sand, 8-15% | 14 % |

*See FEAF Supplemental attachment.

d. What is the average depth to the water table on the project site? Average: 1 to 30 bgs feet

e. Drainage status of project site soils: Well Drained: 61 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained: 39 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 84 % of site
 10-15%: 15 % of site
 15% or greater: 1 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 924-67 Classification SC
- Lakes or Ponds: Name 924-43 Classification SA
- Wetlands: Name Federal Waters, Tidal Wetlands Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No

If yes, name of impaired water body/bodies and basis for listing as impaired:
 Pipes Cove(NY-1701-0366) and Shelter Island Sound, North and Tributaries (ID. NY-1701-0170) -Pathogens: Polychlorinated Biphenyls (PCBs)

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

*Although Proposed Project is located within a 100- & 500-year flood plain zone, this is a linear project in which all soil disturbances will be performed in stages, and all soil disturbances are temporary. The surface area will be restored to original conditions.

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No

If Yes:
 i. Name of aquifer: Sole Source Aquifer Names: Nassau-Suffolk SSA

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| | |
|---|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>Southold, Greenport and Shelter Island- Shelter Island Sound North: _____ typical suburban and transient typical aquatic, terrestrial, and _____ mammal and avian species. waterfowl species _____</p> | |
| <p>n. Does the project site contain a designated significant natural community? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): _____ Adjacent to Red Maple- Arshamomque wetland, and Coastal Oak-History Forest - Moore's Woods</p> <p>ii. Source(s) of description or evaluation: <u>NYSDEC</u></p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ 7.2, 207.0 acres • Following completion of project as proposed: _____ 7.2, 207.0 acres • Gain or loss (indicate + or -): _____ 0.0 acres | |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>NYDEC Natural Explorer has mapped 6 recently confirmed and 3 possibly confirmed endangered and/or threatened species within vicinity of Shelter Island Sound. Potential endangered and threatened species are mapped in vicinity of land routes. An inquiry was sent to the New York Natural Heritage Program on August 4, 2016. Any pertinent information received from the NYSDEC New York Natural Program will be forwarded under separate cover.</p> | |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____ Proposed HDD installation may temporarily disrupt local fishing or shell fishing activities.</p> | |
| <p>E.3. Designated Public Resources On or Near Project Site</p> | |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p> | |
| <p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. If Yes: acreage(s) on project site? _____</p> <p>ii. Source(s) of soil rating(s): _____</p> | |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> | |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. CEA name: <u>Peconic Bay and Environs</u></p> <p>ii. Basis for designation: <u>Protect public health, water, vegetation, and scenic beauty</u></p> <p>iii. Designating agency and date: <u>Date: 7-12-1988, Agency: Suffolk County</u></p> | |

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|---|---|
| e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes: | |
| i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District | |
| ii. Name: <u>Greenport Union School (USN10368.000881) and Shelter Island Heights Historic District (NR91NR00163)</u> | |
| iii. Brief description of attributes on which listing is based: <u>A significant resource of history of American history and culture; a historic residential area created by first generation of American architects.</u> | |
| f. 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? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: | |
| i. Describe possible resource(s): _____ | |
| ii. Basis for identification: _____ | |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes: | |
| i. Identify resource: <u>Arshamomaque Presv, North Fork Trail, Inlet Pond Park, Mashomack Presv, Orient Beach St Park, Elizabeth Morton Wildlife Refg</u> | |
| ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Local Preservation, Local park, Scenic byway, County Park, National Nature Conservancy, State Park, National Refuge</u> | |
| iii. Distance between project and resource: <u>0, 0.01, 0.6, 0.7, 3.0, 5.0</u> miles. | |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes: | |
| i. Identify the name of the river and its designation: _____ | |
| ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Edward Aldrich Date May 22, 2017

Signature _____ Title Licensing and Permitting Project Manager

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Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
Project: Southold to Shelter Island New 13kV UG Cable
Date: 8/5/16

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

| 1. Impact on Land | | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES | |
|--|-----------------------------|---|------------------------------------|
| Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) If "Yes", answer questions a - j. If "No", move on to Section 2. | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may involve construction on land where depth to water table is less than 3 feet. | E2d | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may involve construction on slopes of 15% or greater. | E2f | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface. | E2a | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material. * See Part 3 | D2a | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may involve construction that continues for more than one year or in multiple phases. | D1e | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides). | D2e, D2q | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action is, or may be, located within a Coastal Erosion hazard area. | B1i | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. Identify the specific land form(s) attached: _____ | E2g | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____ | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------------|------------------------------------|
| a. The proposed action may create a new water body. | D2b, D1h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water. | D2b | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body. | D2a | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body. *See Part 3 | E2h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments. *See Part 3 | D2a, D2h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water. | D2c | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s). | D2d | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies. | D2e | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action. | E2h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| j. The proposed action may involve the application of pesticides or herbicides in or around any water body. | D2q, E2h | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities. | D1a, D2d | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|----------------------------------|-------------------------------------|--------------------------|
| 1. Other impacts: _____ _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|-------------------------------------|--------------------------|

4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
 If "Yes", answer questions a - h. If "No", move on to Section 5.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells. | D2c | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____ | D2c | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may allow or result in residential uses in areas without water and sewer services. | D1a, D2c | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may include or require wastewater discharged to groundwater. | D2d, E2l | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated. | D2c, E1f, E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer. | D2p, E2l | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources. | E2h, D2q, E2l, D2c | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may result in development in a designated floodway. | E2i | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in development within a 100 year floodplain. | E2j | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in development within a 500 year floodplain. | E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in, or require, modification of existing drainage patterns. | D2b, D2e | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may change flood water flows that contribute to flooding. | D2b, E2i, E2j, E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade? | E1e | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|----------------------------------|--|--------------------------|--------------------------|
| g. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

| | | | |
|---|------------------------------------|--|---|
| 6. Impacts on Air | | | |
| The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: | | | |
| i. More than 1000 tons/year of carbon dioxide (CO ₂) | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| vi. 43 tons/year or more of methane | D2h | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants. | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour. | D2f, D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above. | D2g | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour. | D2s | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|------------------------------------|--|---|
| 7. Impact on Plants and Animals | | | |
| The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site. | E2o | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government. | E2o | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site. | E2p | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government. | E2p | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|-----|--------------------------|--------------------------|
| e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect. | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____ | E2n | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site. | E2m | <input type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ | E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides. | D2q | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|------------------------------------|--|---|
| 8. Impact on Agricultural Resources | | | |
| The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System. | E2c, E3b | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc). | E1a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land. | E3b | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District. | E1b, E3a | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may disrupt or prevent installation of an agricultural land management system. | E1 a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland. | C2c, C3, D2c, D2d | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan. | C2c | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

9. Impact on Aesthetic Resources
 The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

NO YES

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|--|--|
| a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource. | E3h | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views. | E3h, C2b | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round | E3h | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities | E3h E2q, E1c | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> |
| e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource. | E3h | <input type="checkbox"/> | <input type="checkbox"/> |
| f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile | D1a, E1a, D1f, D1g | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

10. Impact on Historic and Archeological Resources
 The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

NO YES

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------------|------------------------------------|
| a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places. | E3e | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory. *See Part 3 | E3f | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____ | E3g | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|----------------------------|-------------------------------------|--------------------------|
| d. Other impacts: _____ | | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3: | | | |
| i. The proposed action may result in the destruction or alteration of all or part of the site or property. | E3e, E3g, E3f | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii. The proposed action may result in the alteration of the property's setting or integrity. | E3e, E3f, E3g, E1a, E1b | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting. | E3e, E3f, E3g, E3h, C2, C3 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|------------------------------------|---|---|
| 11. Impact on Open Space and Recreation | | | |
| The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12. | | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat. | D2e, E1b, E2h, E2m, E2o, E2n, E2p | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the loss of a current or future recreational resource. | C2a, E1c, C2c, E2q | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may eliminate open space or recreational resource in an area with few such resources. | C2a, C2c, E1c, E2q | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in loss of an area now used informally by the community as an open space resource. | C2c, E1c | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|------------------------------------|---|---|
| 12. Impact on Critical Environmental Areas | | | |
| The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13. | | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA. | E3d | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA. | E3d | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. Projected traffic increase may exceed capacity of existing road network. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in the construction of paved parking area for 500 or more vehicles. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action will degrade existing transit access. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action will degrade existing pedestrian or bicycle accommodations. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may alter the present pattern of movement of people or goods. | D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action will require a new, or an upgrade to an existing, substation. | D2k | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use. | D1f, D1q, D2k | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may utilize more than 2,500 MWhrs per year of electricity. | D2k | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. | D1g | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Other Impacts: _____ | | | |

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may produce sound above noise levels established by local regulation. | D2m | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home. | D2m, E1d | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in routine odors for more than one hour per day. | D2o | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|----------|--------------------------|--------------------------|
| d. The proposed action may result in light shining onto adjoining properties. | D2n | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions. | D2n, E1a | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

16. Impact on Human Health
The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

NO YES

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community. | E1d | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The site of the proposed action is currently undergoing remediation. | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action. | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction). | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health. | E1g, E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health. | D2t | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action involves construction or modification of a solid waste management facility. | D2q, E1f | <input type="checkbox"/> | <input type="checkbox"/> |
| h. The proposed action may result in the unearthing of solid or hazardous waste. | D2q, E1f | <input type="checkbox"/> | <input type="checkbox"/> |
| i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste. | D2r, D2s | <input type="checkbox"/> | <input type="checkbox"/> |
| j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste. | E1f, E1g E1h | <input type="checkbox"/> | <input type="checkbox"/> |
| k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures. | E1f, E1g | <input type="checkbox"/> | <input type="checkbox"/> |
| l. The proposed action may result in the release of contaminated leachate from the project site. | D2s, E1f, D2r | <input type="checkbox"/> | <input type="checkbox"/> |
| m. Other impacts: _____ | | | |

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.) NO YES
If "Yes", answer questions a - h. If "No", go to Section 18.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------------|-------------------------------|------------------------------------|
| a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s). | C2, C3, D1a E1a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%. | C2 | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action is inconsistent with local land use plans or zoning regulations. | C2, C2, C3 | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action is inconsistent with any County plans, or other regional land use plans. | C2, C2 | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure. | C3, D1c, D1d, D1f, D1d, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure. | C4, D2c, D2d D2j | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action) | C2a | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Other: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3) NO YES
If "Yes", answer questions a - g. If "No", proceed to Part 3.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|--------------------------------|-------------------------------|------------------------------------|
| a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community. | E3e, E3f, E3g | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may create a demand for additional community services (e.g. schools, police and fire) | C4 | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing. | C2, C3, D1f D1g, E1a | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources. *See Part 3 | C2, E3 | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action is inconsistent with the predominant architectural scale and character. | C2, C3 | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Proposed action is inconsistent with the character of the existing natural landscape. | C2, C3 E1a, E1b E2g, E2h | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

DRAFT

Agency Use Only [If Applicable]

Project : Southold to Shelter Island New 13kV UG Cable

Date : 8/5/16

**Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

#1. Impact on Land: A maximum of 6,330 cubic yards of soil will be temporarily excavated during construction to install the cable. The contractor will utilize as much soil as possible for backfill. Compaction requirements, soil type, and displacement caused by the installation of conduits and manholes may limit the amount of soil that can be returned to the excavation areas as backfill. In the event that there is an excess of soil after backfill, the remainder of the material will be shipped off-site in accordance with all local, state and federal regulations. The contractor will provide PSEG Long Island with a plan for materials handling and disposal prior to the commencement of work. All work areas will be restored to original grade upon completion of the project.

#3. Impacts on Surface Water: There is a possibility of disturbance to bottom sediments to occur in the event of a frac-out. Under the terms of their contract, the horizontal directional drilling contractor will be required to perform all work in accordance with best management practices as detailed in the HDD Frac-Out Contingency Plan (See Appendix B - HDD Frac-Out Contingency Plan). Additionally, proper sediment and erosion control measures will be put in place during work within wetland adjacent areas.

#3, d) . In August 2016, PSEGLI submitted a Joint Permit Application to the New York State Department of Environmental Conservation (NYSDEC), requesting an Excavation and Fill in Navigable Waters and Individual Tidal Wetlands Permit, and to the United States Army Corps of Engineers (USACE), requesting a Section 404 Clean Water Act Permit and coverage under the Nationwide Number 12 Permit. These permits will authorize directional drilling to install underground cables (including the excavation of jack pits) in tidal and freshwater wetland adjacent areas. These permits will also authorize installation of a pole riser along Chase Avenue that is located in a tidal wetland adjacent area.

#3, e) There is minimal potential for release of drilling fluids (frac-out) into the Shelter Island Sound North during horizontal directional drilling (HDD) due to the depth of the boring below the bottom of the Shelter Island Sound North. However, the contractor will follow strict protocol, which will be outlined in their HDD Contingency Plan (See Appendix B - HDD Frac-Out Contingency Plan), during all drilling activities. This will include utilizing best method HDD practices, providing for the timely detection of frac-outs, and implementing, timely and "minimum-impact" response in the event of a frac-out. This will be achieved by completing routine visual inspections along the drill path, fluid return pit and waterbody surfaces; observation and documentation of drilling fluid pressures; observation and documentation of drilling fluid recirculation volumes; documentation of all drilling fluid products used; providing proper training to all workers involved; daily field crew briefings; and performing routine review of proper frac-out procedures.

#10. Impact on Historic and Archaeological Resources: The upland below-ground elements of the project are located under existing paved roadways, utility easements, and parking lots. The segment under water area will be installed using HDD technology. It is therefore unlikely that any intact archaeological resources may be affected. The project's only aboveground elements are cables which will daylight at each end of the project route. The short segments of aboveground cable that will be located within the Shelter Island Heights Historic District will not adversely affect any significant historic architectural resources as they will occupy existing easements which already have similar and more obtrusive overhead utilities.

#18. Consistency with Community Character: During HDD activities approximately 25% of the Fifth Street Park Beach and pier, located in the southeast corner of the park, will be closed off to the public in order to keep proper distance between public and operating equipment. However, the impact will be minimized because this construction activity will occur "off-season", during the months of October through January, when use of the parks and beaches is lower than other times of the year. At the completion of construction this area will be restored and opened back up for public use.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

Maps depicting regulated wetlands, streams and waterbodies, and land use

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Long Island Power Authority as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Southold to Shelter Island New 13 kV Underground Feeder Cable

Name of Lead Agency: Long Island Power Authority

Name of Responsible Officer in Lead Agency: Rick Shansky

Title of Responsible Officer: Vice President of Contract Oversight

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Edward M. Aldrich, Licensing and Permitting, Project Manager

Address: PSEG-LI, T&D Projects and Construction, 175 East Old Country Road, Hicksville, NY 11801

Telephone Number: (516) 580-5883

E-mail: Edward.Aldrich2@pseg.com

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

DRAFT

PRINT FULL FORM

Appendix 1
NYSDEC Resource Mapper
Information

The Coordinates of the point you clicked on are:

| | | | |
|------|-------------|--------------------|------------|
| NYTM | E : 719227 | Longitude/Latitude | W: 72.388 |
| | N : 4552237 | | N : 41.091 |

State-Regulated Freshwater Wetlands

| Wetland ID | Wetland Class | Wetland Size (Acres) |
|------------|---------------|----------------------|
| 0 | | |

Rare Plants and Rare Animals

| |
|---|
| This location is in the vicinity of one or more : |
| Rare Animals and/or Rare Plants |

Natural Communities Near This Location:

| Natural Community Name | Location | Ecological System |
|----------------------------|---------------------|------------------------------|
| Red maple-sweetgum swamp | Arshamomque Wetland | Freshwater Nontidal Wetlands |
| Coastal oak-hickory forest | Moores Woods | Uplands |

Old or Potential Records (these records are not displayed on the map)

| Common Name | Scientific Name | Date Last Documented | Location | Habitat Where Last Seen | Animal, Plant, or other | NYS Protected Status |
|-----------------------------|-------------------------|----------------------|-----------|-------------------------------|-------------------------|----------------------|
| Velvet Panic Grass | Dichanthelium scoparium | 1939-06-19 | Greenport | Moist hillside. | Rare Plant | Endangered |
| Green Parrot's-feather | Myriophyllum pinnatum | 1924-08-01 | Greenport | Pool in swamp. | Rare Plant | Endangered |
| Smooth Tick-trefoil | Desmodium laevigatum | 1962-09-09 | Greenport | Moist ground. | Rare Plant | Endangered |
| American Burying Beetle | Nicrophorus americanus | 1937-08-07 | Southold | | Rare Animal | Endangered |
| Green Parrot's-feather | Myriophyllum pinnatum | 1919-07-10 | Orient | Ditch. | Rare Plant | Endangered |
| Cat-tail Sedge | Carex typhina | 1926-07-15 | Greenport | Woods. | Rare Plant | Threatened |
| Little-leaf Tick-trefoil | Desmodium ciliare | 1920-08-29 | Southold | Specimen label: Dry hillside. | Rare Plant | Threatened |
| Cut-leaved Evening-primrose | Oenothera laciniosa | 1880-05-30 | New Egypt | | Rare Plant | Endangered |

USGS Quadrangle

| |
|----------------------|
| USGS Quadrangle Name |
| SOUTHOLD |

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

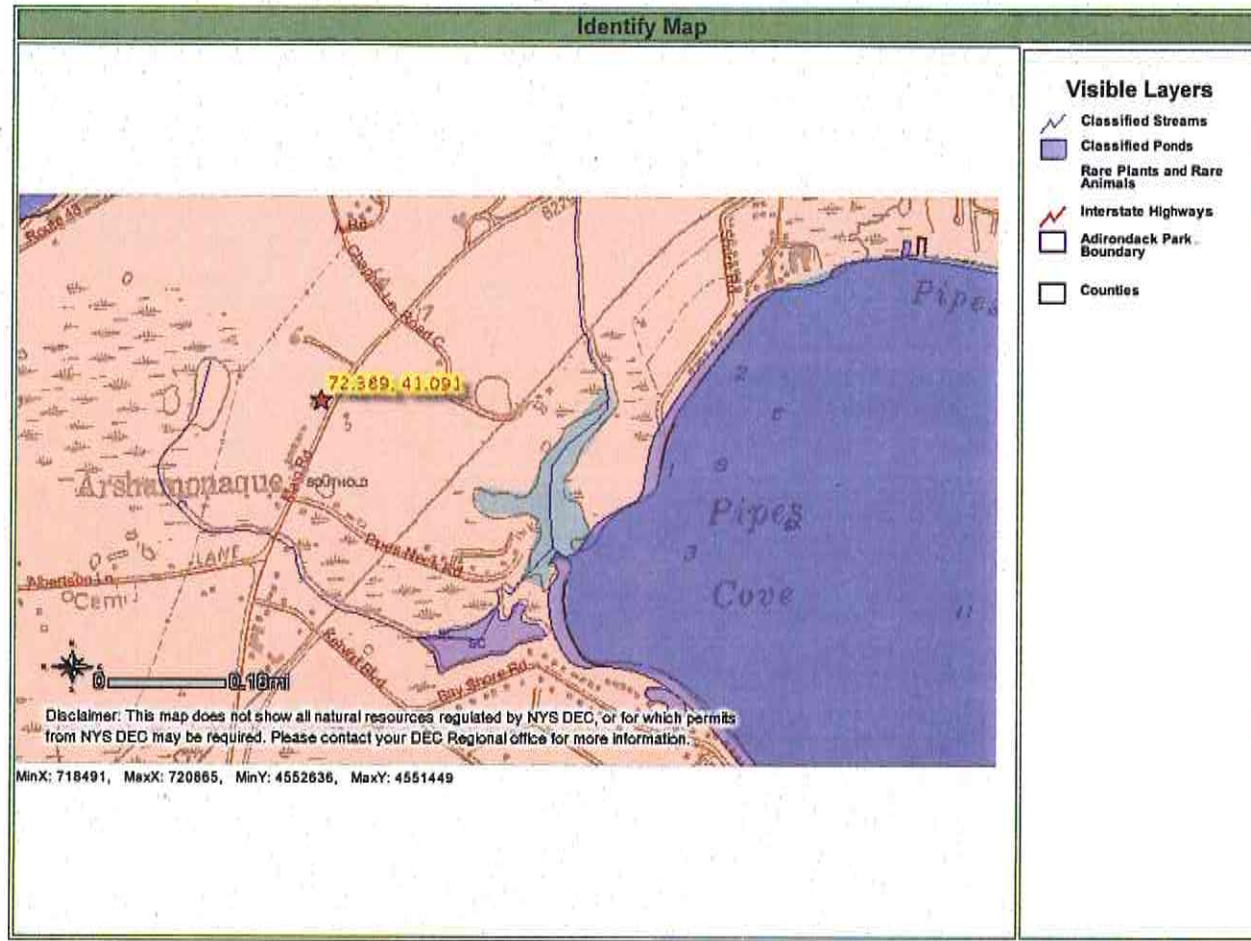
If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

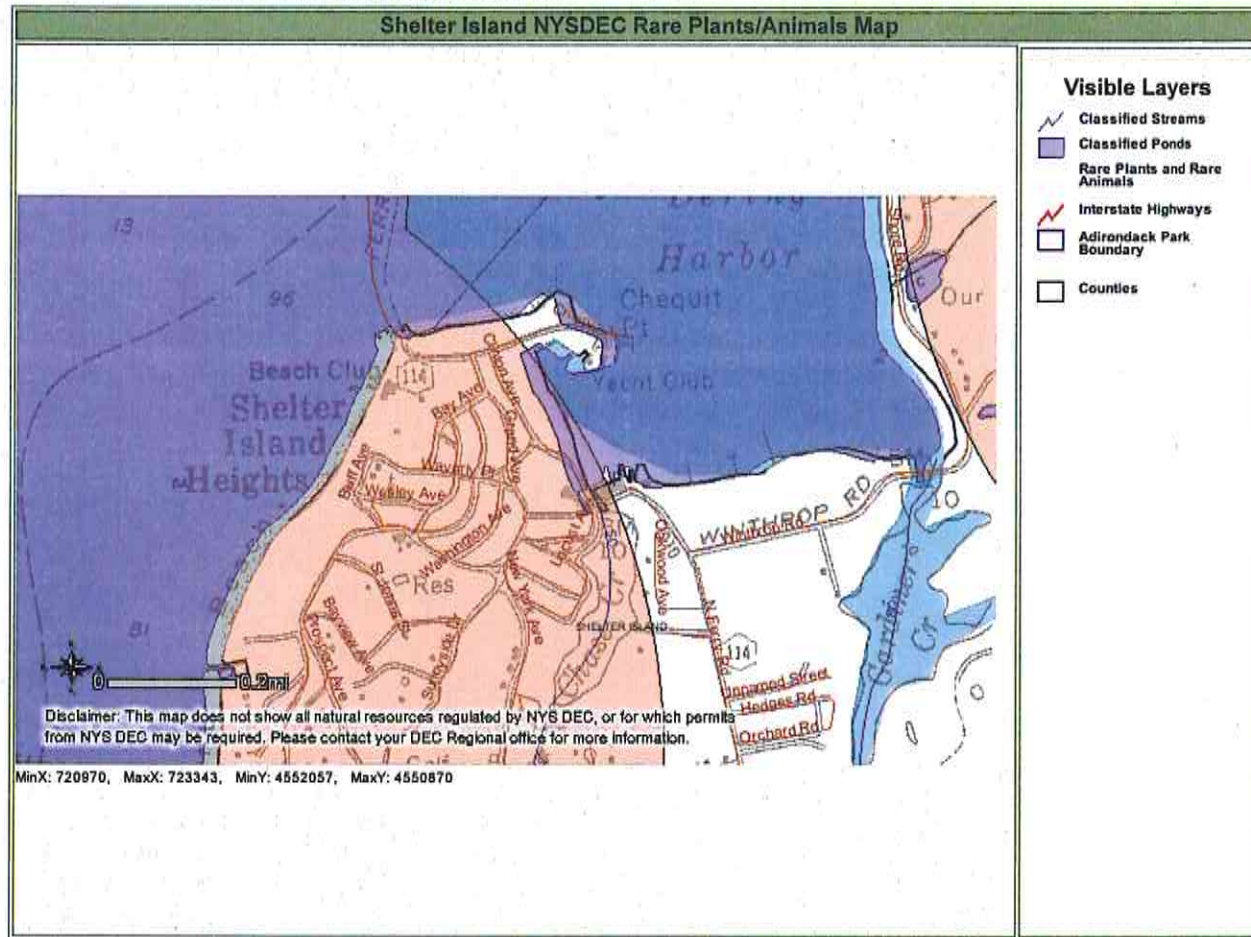
Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from NYS DEC are required. For example, Regulated Tidal Wetlands, and Wild, Scenic, and Recreational Rivers, are currently not included on the maps.

Please set your printer orientation to "Landscape".



Disclaimer: This map was prepared by the New York State Department of Environmental Conservation using the most current data available. It is deemed accurate but is not guaranteed. NYS DEC is not responsible for any inaccuracies in the data and does not necessarily endorse any interpretations or products derived from the data.

Please set your printer orientation to "Landscape".



Disclaimer: This map was prepared by the New York State Department of Environmental Conservation using the most current data available. It is deemed accurate but is not guaranteed. NYS DEC is not responsible for any inaccuracies in the data and does not necessarily endorse any interpretations or products derived from the data.

Appendix 2
IPaC Trust Resources Report

PSEG Long Island Greenport to Shelter Island Cable Project

IPaC Trust Resources Report

Generated August 02, 2016 02:45 PM MDT, IPaC v3.0.8

This report is for informational purposes only and should not be used for planning or analyzing project level impacts. For project reviews that require U.S. Fish & Wildlife Service review or concurrence, please return to the IPaC website and request an official species list from the Regulatory Documents page.

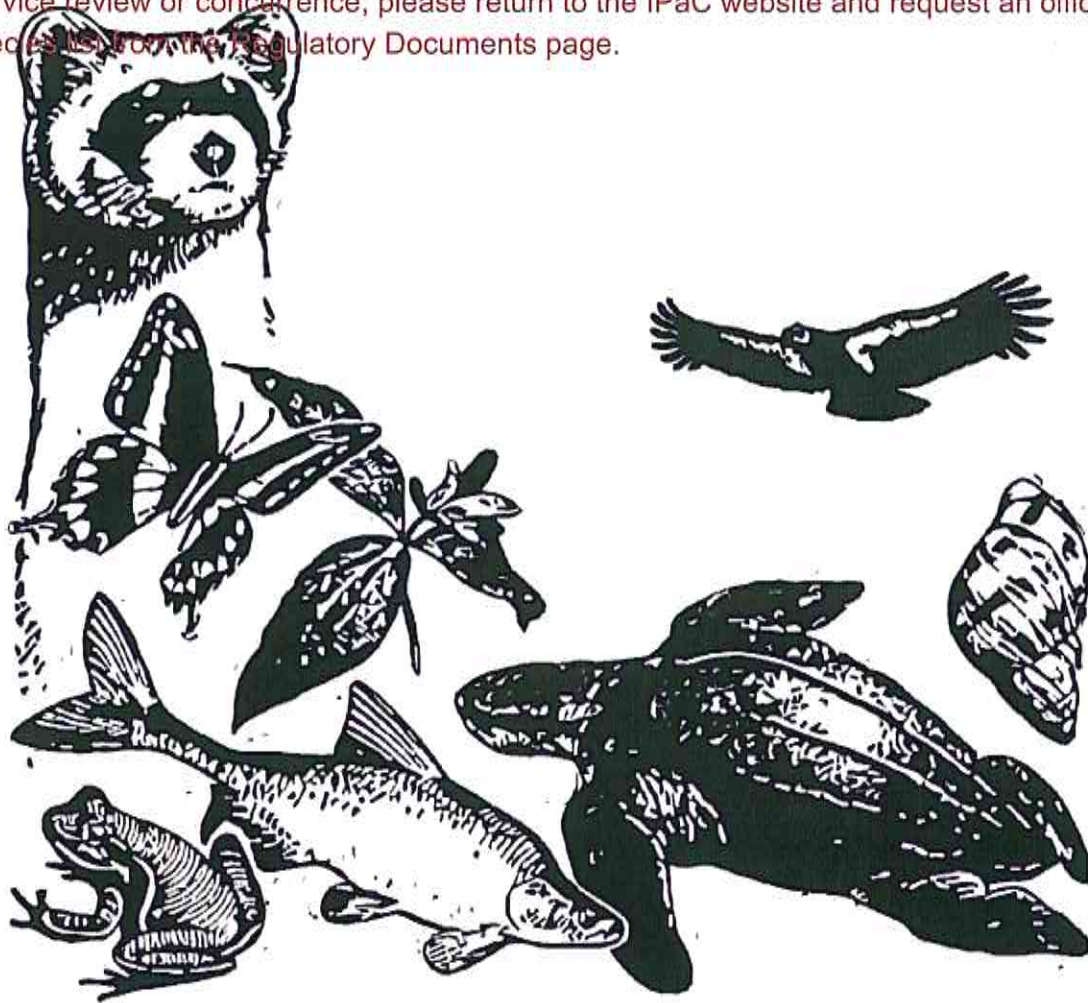


Table of Contents

| | |
|-----------------------------------|----------|
| IPaC Trust Resources Report | <u>1</u> |
| Project Description | <u>1</u> |
| Endangered Species | <u>2</u> |
| Migratory Birds | <u>4</u> |
| Refuges & Hatcheries | <u>7</u> |
| Wetlands | <u>8</u> |

U.S. Fish & Wildlife Service

IPaC Trust Resources Report



NAME

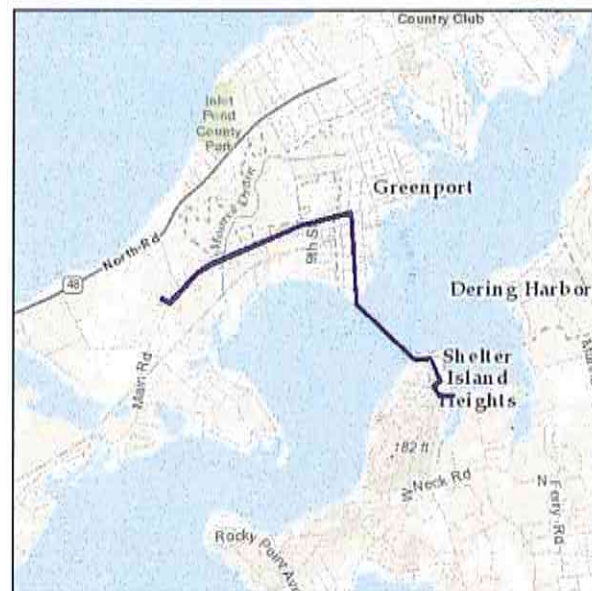
PSEG Long Island Greenport to
Shelter Island Cable Project

LOCATION

Suffolk County, New York

IPAC LINK

[https://ecos.fws.gov/ipac/project/
EYTH4-6JXNF-AUFGO-7YRA3-F4UUQE](https://ecos.fws.gov/ipac/project/EYTH4-6JXNF-AUFGO-7YRA3-F4UUQE)



U.S. Fish & Wildlife Service Contact Information

Trust resources in this location are managed by:

Long Island Ecological Services Field Office

340 Smith Road
Shirley, NY 11967
(631) 286-0485

Endangered Species

Proposed, candidate, threatened, and endangered species are managed by the [Endangered Species Program](#) of the U.S. Fish & Wildlife Service.

This USFWS trust resource report is for informational purposes only and should not be used for planning or analyzing project level impacts.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list from the Regulatory Documents section.

[Section 7](#) of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list either from the Regulatory Documents section in IPaC or from the local field office directly.

The list of species below are those that may occur or could potentially be affected by activities in this location:

Birds

Piping Plover Charadrius melodus Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B079

Red Knot Calidris canutus rufa Threatened

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0DM

Roseate Tern Sterna dougallii dougallii Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B07O

Flowering Plants

Sandplain Gerardia *Agalinis acuta*

Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q24K

Seabeach Amaranth *Amaranthus pumilus*

Threatened

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q2MZ

Mammals

Northern Long-eared Bat *Myotis septentrionalis*

Threatened

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=A0JE

Critical Habitats

There are no critical habitats in this location

Migratory Birds

Birds are protected by the [Migratory Bird Treaty Act](#) and the [Bald and Golden Eagle Protection Act](#).

Any activity that results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish & Wildlife Service.^[1] There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

1. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern
<http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Conservation measures for birds
<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Year-round bird occurrence data
<http://www.birdscanada.org/birdmon/default/datasummaries.jsp>

The following species of migratory birds could potentially be affected by activities in this location:

| | |
|--|------------------------------|
| American Oystercatcher <i>Haematopus palliatus</i> On Land Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0G8 | Bird of conservation concern |
| American Bittern <i>Botaurus lentiginosus</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0F3 | Bird of conservation concern |
| Bald Eagle <i>Haliaeetus leucocephalus</i> On Land Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B008 | Bird of conservation concern |
| Black Skimmer <i>Rynchops niger</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0EQ | Bird of conservation concern |

| | |
|--|------------------------------|
| Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HI | Bird of conservation concern |
| Blue-winged Warbler <i>Vermivora pinus</i> On Land Season: Breeding | Bird of conservation concern |
| Canada Warbler <i>Wilsonia canadensis</i> On Land Season: Breeding | Bird of conservation concern |
| Fox Sparrow <i>Passerella iliaca</i> On Land Season: Wintering | Bird of conservation concern |
| Gull-billed Tern <i>Gelochelidon nilotica</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0JV | Bird of conservation concern |
| Hudsonian Godwit <i>Limosa haemastica</i> At Sea Season: Migrating | Bird of conservation concern |
| Least Bittern <i>Ixobrychus exilis</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B092 | |
| Least Tern <i>Sterna antillarum</i> On Land Season: Breeding | Bird of conservation concern |
| Peregrine Falcon <i>Falco peregrinus</i> On Land Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FU | Bird of conservation concern |
| Pied-billed Grebe <i>Podilymbus podiceps</i> On Land Season: Year-round | Bird of conservation concern |
| Prairie Warbler <i>Dendroica discolor</i> On Land Season: Breeding | Bird of conservation concern |
| Purple Sandpiper <i>Calidris maritima</i> On Land Season: Wintering | Bird of conservation concern |
| Red Knot <i>Calidris canutus rufa</i> On Land Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0DM | Bird of conservation concern |
| Rusty Blackbird <i>Euphagus carolinus</i> On Land Season: Wintering | Bird of conservation concern |
| Saltmarsh Sparrow <i>Ammodramus caudacutus</i> On Land Season: Breeding | Bird of conservation concern |
| Seaside Sparrow <i>Ammodramus maritimus</i> On Land Season: Year-round | Bird of conservation concern |
| Short-eared Owl <i>Asio flammeus</i> On Land Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HD | Bird of conservation concern |

Snowy Egret *Egretta thula*

On Land Season: Breeding

Bird of conservation concern

Upland Sandpiper *Bartramia longicauda*

On Land Season: Breeding

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HC

Bird of conservation concern

Willow Flycatcher *Empidonax traillii*

On Land Season: Breeding

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0F6

Bird of conservation concern

Wood Thrush *Hylocichla mustelina*

On Land Season: Breeding

Bird of conservation concern

Worm Eating Warbler *Helmitheros vermivorum*

On Land Season: Breeding

Bird of conservation concern

Wildlife refuges and fish hatcheries

There are no refuges or fish hatcheries in this location

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

This location overlaps all or part of the following wetlands:

Estuarine And Marine Deepwater

[E1UBL](#)

Estuarine And Marine Wetland

[E2EM1Pd](#)

[E2US2N](#)

Freshwater Forested/shrub Wetland

PFO1E

Riverine

R2UBH

A full description for each wetland code can be found at the National Wetlands Inventory website: <http://107.20.228.18/decoders/wetlands.aspx>

**FULL ENVIRONMENTAL ASSESSMENT
FORM SUPPLEMENTAL INFORMATION**

Southold to Shelter Island New 13 kV Underground Feeder Cable Project

Property Owner Information

Town of Southold: Town of Southold Planning Department, Town Hall Annex Building, P.O. Box 1179 - Southold, NY 11971

Village of Greenport: Village Office - 236 Third Street, Greenport, New York 11944

Town of Shelter Island: P.O. Box 1549 - Shelter Island, New York 11964

A. Government Approvals (Part I; Page 2)

Applications have been submitted for the following permits:

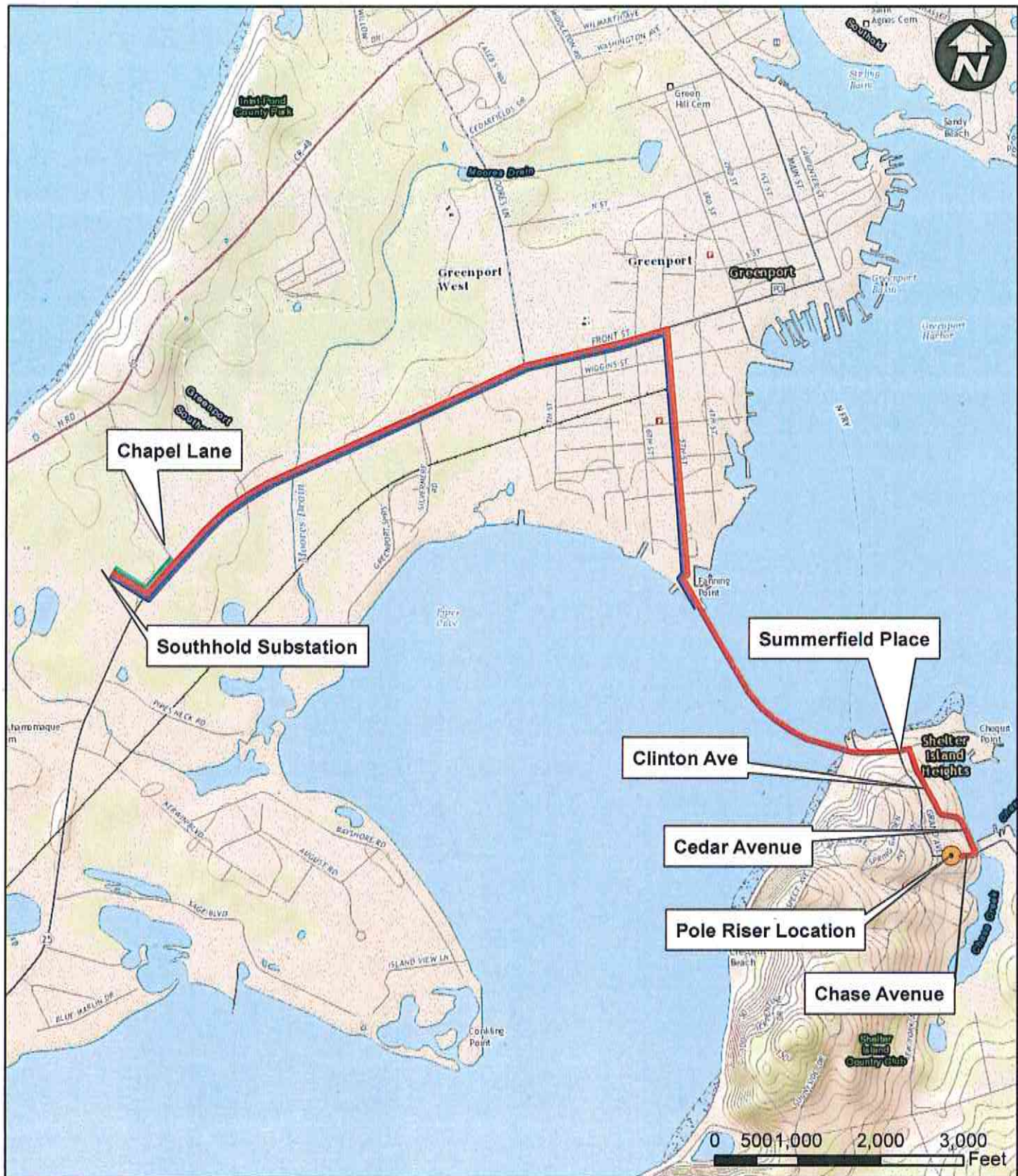
- United States Army Corps of Engineers – Nationwide Permit 12;
- New York State Department of Environmental Conservation – Individual Tidal Wetlands Permit; Individual Freshwater Wetlands Permit
- New York State Office of General Services – Easement for Use of Land Underwater;
- Village of Greenport through New York Department of State – Application for Easement on Front Street and Fifth Street;

It is expected that the crossing of the Shelter Island Sound North will be authorized by the United States Army Corps of Engineers (USACE) under the Nationwide Permit No. 12, and a New York State Department of Environmental Conservation (NYSDEC) Individual Tidal Wetlands Permit.

Since the project involves the below-ground installation of the cable with the very limited exception of aboveground connections between the cable within the limits of existing paved roadways, utility easements, and parking lots and/or under the Shelter Island Sound North (HDD) and the existing overhead utility infrastructure at each end of the cable route, there is no significant likelihood that any intact archaeological resources may be impacted. Therefore, archaeological and/or historical architectural studies are not anticipated to be required under SEQR or Section 106 of the National Historic Preservation Act. The Structural Archaeological Assessment Forms, project plans, and photographs were submitted to the NYSDEC in March 2017. PSEG Long Island will append the results of the assessment by NYSDEC and the New York State Historic Preservation Office to the FEAF.

E. 2.c. Natural Resources On or Near Project Site-Predominant Soil Types (Part I; Page 11) Based on the United States Department of Agriculture (USDA) Natural Resources Conservation Service Web Soil Survey (<http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>, accessed August 17, 2016), the predominant soil types present on the project site are:

| Soil Type | Percentage |
|--|-------------|
| Candice Silt Loam (CA) | 19% |
| Cut and Fill, gently sloping (CuB) | 7% |
| Haven Loam, 0 to 2% (HaA) | 7% |
| Swansea Muck, 0 to 1%,coastal lowland | 4% |
| Riverhead and Haven soils, 0 to 8% (RhB) | 28% |
| Beach (Bc) | 1% |
| Escarpments (Ec) | 1% |
| *Water | 18% |
| Fill Land, Dredged Material (Fd) | 1% |
| Plymouth Loamy Sand, 8 to 15% | 14% |
| Total | 100% |



Legend

- Southhold - Shelter Island Route
- Spare Conduits 1 & 2
- Spare Conduit 3
- Pole

Sources:
 USGS, US Topo, The National Map
 Southhold Quad, 2013
 Greenport Quad, 2013
 STATE PLANE COORDINATES
 E 1434577
 N 344581



67A MOUNTAIN BOULEVARD EXT.
 P.O. BOX 4039
 WARREN, NEW JERSEY 07059
 PHONE: (732) 560-9700

USGS SITE LOCATION MAP
 PSEG Long Island
 Southhold To Shelter Island
 New 13kV Underground Feeder Cable Project
 Town of Southhold, Village of Greenport
 and Town of Shelter Island
 Suffolk County, New York

| | | |
|--------------|--------------------|------------------------|
| Drawn By: JF | Scale: 1" = 1,500' | Project No. 01315.0415 |
| Chk'd By: CK | Date: 5/31/2017 | Figure No. 1 |

A. INTRODUCTION

PSEG Long Island, as Agent for Long Island Power Authority (“LIPA”), proposes to install a new 13kV underground feeder, approximately 3.1 miles in total length, originating at newly installed PMH gear located at PSEG Long Island's Southold Substation in the Town of Southold and terminating at Chase Avenue in the Town of Shelter Island (“Proposed Project”). The Proposed Project will replace a previously failed primary distribution feeder cable. It consists of three sections: Southold to Greenport (North Fork) Land Feeder Cable Route, Greenport to Shelter Island Horizontal Directional Drill (HDD) Crossing, and Shelter Island Land Feeder Cable Route.

The Proposed Project is subject to review under the State Environmental Quality Review Act (“SEQRA”) as it is an “action” being undertaken by LIPA. Approvals or permits are or potentially may be required from United States Army Corps of Engineers (USACE), New York State Department of Environmental Conservation (NYSDEC), New York Office of General Services (OGS), New York Department of State (DOS), and Village of Greenport. SEQRA is codified at Article 8 of the New York Environmental Conservation Law (“ECL”), as well as the implementing regulations, promulgated at Part 10052 of Title 21 of the New York Codes, Rules and Regulations (“N.Y.C.R.R.”), which set forth the requirements for the State Environmental Quality Review (“SEQR”) process for the Proposed Project. This Environmental Assessment therefore follows SEQRA.

B. PROJECT NEED AND DESCRIPTION

In 2010, Shelter Island was supplied by three distribution feeds that crossed the Shelter Island Sound North; two from Southold (8J-684 and 8J-891) and one from Bridgehampton (9R-626). In August 2011, during Hurricane Irene, the submarine cable 8J-684, which was the primary power supply to Shelter Island, faulted and failed in the water portion of its crossing because an anchor was tangled with the cable. Repair efforts were implemented immediately to locate and repair the fault on the submarine cable.

In November 2012, following Hurricane Sandy, the submarine cable 8J-684 faulted and failed again. The fault analysis indicated the new fault was located in deeper water than the previous 2011 fault. A detailed analysis determined that a reliable and sufficient electricity supply to Shelter Island required the availability of three cables. A decision was made to replace the cable. Since then, up to eight diesel generators, capable of supplying 12 MW of standby generation has been located on Shelter Island in order to be available for emergency capacity during summer months.

A new underground feeder is required to structure a sufficient and reliable supply of electricity to Shelter Island without the need for temporary emergency generation, and to support the growing energy needs of the Town of Shelter Island. The new underground cable would address current electrical needs, provide a more reliable electric supply, and would fulfill future projected loads. The first section of the new feeder, the proposed Southold to Greenport (North Fork) Land Feeder Cable Route is approximately 2.0 miles in length. The Southold to Greenport Land Feeder Cable would originate at the Southold Substation, and extend south underneath an associated access road to Main Road (NYS Route 25). A new pad mounted

Southold to Shelter Island New 13kV Underground Feeder Cable Project

(PMH-11) gear would be installed at the entrance to the Southold Substation property and Route 25. The feeder cable would exit the substation property and then extend east underneath Route 25 (Town of Southold/Village of Greenport) and Route 25 (alternate name Main Road turns into Front Street), then south underneath 5th Street (Village of Greenport), where it terminates and connects to the Greenport to Shelter Island HDD Crossing cable.

The Southold to Greenport (North Fork) Land Feeder Cable would consist of a new 3-2/C 1000AL feeder cable (with cross-linked polyethylene insulation) located within a 6-inch conduit that would be installed via a mix of open trench method (approximately three-feet wide) and HDD. It would be located beneath the existing roadways within the existing right-of-way. Fifteen pre-cast concrete manhole structures would be installed along this project section. Two sets of spare conduits would be installed along the entire Southold to Greenport (North Fork) Land Feeder Cable Route for future use. Specifically, the spare conduits would run directly from the PMH gear located at the entrance to the Southold Substation to the 5th Street terminus drill location. The spare conduits would allow new feeders to be installed to accommodate future load growth. An additional 600 feet of spare conduit would be installed from the Southold Substation to the intersection of Chapel Lane and NYS Route 25. This spare conduit would reduce the amount of ground disturbance for projects that may occur at a future date.

At the terminus of 5th Street, a new cable manhole would be constructed to accommodate submersible PMH gear in order to connect the underground feeder cable with the Greenport to Shelter Island HDD Crossing cable. In addition, the new manhole would be designed to accommodate a second assembly of submersible PMH gear for a potential future cable to Shelter Island.

The second section, the Greenport to Shelter Island HDD Crossing would be a new 13kV underground feeder that would be installed via HDD method underneath the bottom of the Shelter Island Sound North. This HDD crossing is approximately 0.62 miles in length (3,290-feet) and would traverse the Shelter Island Sound North from the boring entry located at the terminus of 5th Street (Village of Greenport) and the boring exit at the North Ferry Parking Lot (hamlet of Shelter Island Heights). This HDD crossing would be installed within three new conduits at a minimum depth of 72 inches at mean high water (MHW) level at the HDD entry and exit point; and at a variable target depth between 20 to 120 feet below sub-bottom of the Shelter Island Sound North. The underwater drill would land the cable at the North Ferry Parking lot located on the west side of Summerfield Place in Shelter Island, where a new manhole with switching assemblies would be installed, to terminate the underwater cable.

The third section, the Shelter Island Land Feeder Cable Route is approximately 0.46-miles in length and consists of a new 3-2/C 1000AL XLPE cable located within a 6-inch conduit that would be installed via open trench method (approximately three-feet wide). The Shelter Island Land Feeder Cable Route originates at the north-central portion of the North Ferry Parking Lot, and then extends east towards Summerfield Place and Clinton Avenue, then east and south on Cedar Avenue (North Ferry Road), then west on Chase Avenue, to connect to a new riser pole, Pole #3.5, to be installed on the north side of Chase Avenue. Pole #3.5 (45 feet tall) would be located 30 feet east of existing Pole #3 and would be of similar height and material to poles within the utility right-of-way. Three pre-cast concrete manhole structures would be installed along this project section. PSEG Long Island would restore the length of the project route in the Town of Shelter Island.

The Proposed Project would be constructed in two phases and is anticipated to commence in September 2017 and to be completed by May 2018.

C. SITE SETTING

The Southold Substation is an approximate 8.8-acre site with an associated access road. It fronts the north side of Route 25 (Main Road) and is generally bounded on each property side by undeveloped-preserved wooded land, associated with the Arshamomaque Preserve.

The Southold to Greenport Land Feeder Cable Route passes through a mixed use area with commercial, light industrial businesses and residential homes. The 5th Street terminus is bordered by street parking to the west, and the Fifth Street Park Beach (with an associated pier and building) to the south followed by the Shelter Island Sound. The North Ferry Parking Lot consists of an upland parcel with a paved surface area that is utilized for parking associated with the North Ferry and the Shelter Island Heights Beach Club. The Shelter Island Land Feeder Cable Route is primarily in an area developed with residential and commercial properties.

Representative photographs of existing site conditions along the Proposed Project routes and photo location key are included in Appendix A.

A. INTRODUCTION

This attachment considers potential impacts of the Proposed Project (i.e., the Southold to Shelter Island New 13 kV Underground Feeder Cable Project) on land use within a 0.25 mile study area. The 0.25 mile study area was selected due to the linear nature of the Proposed Project, which would be installed almost entirely below ground, within areas with generally flat topography. The potential for impacts on land uses during construction is assessed in Attachment E, "Construction." Presented below in Table B1 – Land Use is an assessment of the land use within a 0.25-mile buffer around the Proposed Project route (see Figure 2). The results of this assessment are presented in total acreage and as a percentage of the entire study area.

TABLE B1 – Land Use

| Land Use Type | Acreage | Percentage |
|----------------------------|---------|------------|
| Low Density Residential | 63.4 | 6.2 |
| Medium Density Residential | 89.7 | 8.8 |
| High Density Residential | 64.1 | 6.3 |
| Commercial | 46.2 | 4.6 |
| Industrial | 7.7 | 0.8 |
| Institutional | 45.5 | 4.5 |
| Recreation and Open Space | 299.8 | 29.5 |
| Undeveloped | 45.3 | 4.5 |
| Transportation | 41.3 | 4.1 |
| Utilities | 9.4 | 0.9 |
| Underwater Land | 303.1 | 29.8 |
| | | |
| TOTAL ACRES: | 1015.5 | |

B. EXISTING CONDITIONS

Southold 8J Substation: The Proposed Project would originate at newly installed PMH gear located at the Southold 8J Substation, located approximately 0.09 mile north of Main Road and 0.10 mile west of Chapel Lane. The area immediately surrounding the generating station, to the south, west and north, is preserved-undeveloped land with portions of the NYSDEC Mapped Freshwater Wetland SO-2 located to the west, north and south. The preserved undeveloped land is part of the Arshamomaque Preserve.

Main Road (NYS Route 25): The underground feeder would extend east underneath Main Road (NYS Route 25) (Town of Southold) from the substation property for approximately 1.0 mile to the intersection of Main Road and Moores Lane North. The area along this segment has some commercial and low

density residential uses located in the west half, and commercial property located to the south and north towards the eastern area of this segment, along with preserved-undeveloped wooded land. Located along this western segment of the Proposed Project is the Arshamomaque Preserve, located to the north, west and south of Main Road. St. Peter's Lutheran Church is located 0.15 miles northeast of the intersection of Chapel Lane and Main Road. The underground feeder enters the limits of the Village of Greenport along Main Road approximately 185 feet west of the intersection of Main Road and 6th Street.

Front Street (NYS Route 25): The underground feeder would then extend east, for a distance of 0.33 miles, as Main Road changes over to Front Street. The area along this segment consists of mixed commercial, medium-density residential, high-density residential, institutional and industrial uses. Located along this segment, at the intersection of 8th Street and Front Street, is Greenport High School. St. Agnes Roman Catholic Church and its associated school are located at the intersection of 6th Street and Front Street. The Greenport Fire Department and Greenport Village Hall are located 0.19 miles northeast of the intersection of Front Street and 5th Street. Finally, the Congregation Tifereth Israel, Greenport Recreation Center, United States Post Office, and Mitchell Park and Marina are each located 0.05, 0.18, 0.23 and 0.24 miles east of the intersection of Front Street and 5th Street, respectively.

5th Street: The underground feeder turns south at the intersection of Front Street and 5th Street, and then extends south along 5th Street for a distance of approximately 0.59 miles to the terminus of 5th Street near the Shelter Island Sound North shoreline. The area along this segment is predominantly high-density and medium-density residential, with some industrial property located at the Long Island Rail Road right-of-way crossing, and parkland at the terminus of 5th Street. Located approximately halfway between Wiggins Street and Flint Street is the Long Island Rail Road right-of-way. The Greenport Public Works building is located 0.08 miles west of the intersection of 5th Street and the Long Island Rail Road right-of-way. The Greenport Fire Department is located 0.03 miles west of the intersection of 5th Street and Flint Street. Lastly, the Oyster Point Condominiums and Marina are located on the east side of the terminus of 5th Street, and the Fifth Street Park Beach is located on the west side of the same, all located near the shoreline of Shelter Island Sound North.

Shelter Island Sound North: The underground feeder would then extend south-southeast for approximately 0.59 miles underneath the bottom of Shelter Island Sound North. The sound connects Southold Bay to the west, and Gardiners Bay to the east. The sound is used mainly for recreation and commercial fishing, and as a ferry route between Greenport and Shelter Island.

North End Ferry Lot: The underground feeder would enter Shelter Island in the North End Ferry Parking Lot. This parking lot is associated with the ferry terminal located immediately adjacent to the northeast, and the Shelter Island Heights Beach Club located immediately adjacent to the south. A mix of low-density residential uses, medium-density residential uses, and undeveloped property is located south of the parking lot.

Summerfield Place: The underground feeder would surface in the North End Ferry Lot, then follow east onto Summerfield Place, approximately 0.12 miles. Located along this segment are both low-density and medium-density residential properties, as well as one commercial property. The Shelter Island Heights tennis court is located immediately southwest of the intersection of Summerfield Place and Clinton Avenue. The Shelter Island Yacht Club is located approximately 0.08 miles east of the intersection of Summerfield Place and Clinton Avenue.

Clinton Avenue: The underground feeder then would extend south-southeast for approximately 0.16 miles. Located along this segment is a mix of low-density and medium-density residential properties.

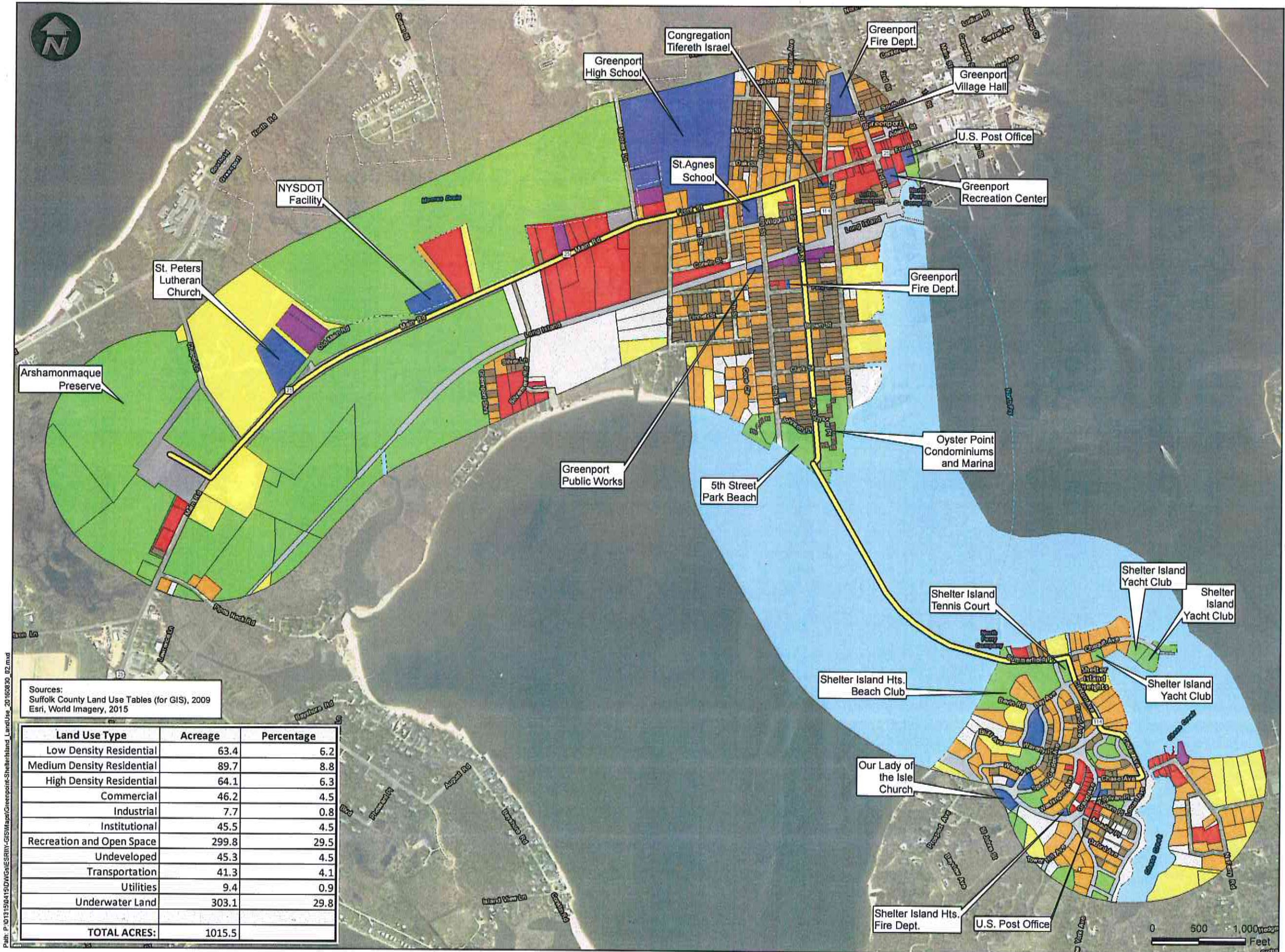
North Ferry Road: The underground feeder then would extend towards the southeast direction, approximately 0.14 miles. Located along this segment is a mix of medium-density residential properties and open space with trees.

Chase Avenue: The underground feeder then would extend west, where the route terminates after a distance of approximately 0.03 miles. Located along this segment are both medium-density and high-density residential properties.

C. POTENTIAL IMPACTS OF THE PROPOSED PROJECT

The Proposed Project is limited to the installation of an underground circuit via open trenching and directional drilling on land, horizontal directional drilling under the Shelter Island Sound North and the installation of utility poles and restoration of work areas. All work will be undertaken either within the Southold Substation property, which is privately owned by PSEG Long Island, or in utility easements located in both publicly and privately owned roads, or within existing paved parking lots. Thus, the new cable will not have any impact on land uses. The Proposed Project would not be located within any wetlands, scenic or environmentally sensitive areas. One new pole installation, Pole #3.5 (45 feet tall) would be similar in height and material to existing poles in the utility right-of-way. Therefore, visual impacts or a change in character in the area would not occur as a result of the Proposed Project. Potential impacts are limited to construction-phase road openings and construction activity. Upon completion, all work areas would be restored to original grade and condition. The Proposed Project is consistent with current land uses and would not affect the land use of surrounding areas.

As part of the evaluation of public policy in support of the Environmental Assessment (EA) for the proposed Southold to Shelter Island New 13kV Underground Cable Feeder Project (Proposed Project), a review of relevant local municipal comprehensive plans that affect the Proposed Project was conducted. This review included the *Town of Southold Comprehensive Plan*, *Village of Greenport Harbor Master Plan*, and *Village of Greenport Local Waterfront Revitalization Program Update*, *Town of Shelter Island Comprehensive Plan*, *Town of Shelter Island Open Space Plan*, and *Town of Shelter Island Watershed Management Plan*. The evaluation determined that the Proposed Project is consistent with all relevant local municipal comprehensive plans. (See Appendix B – Municipal Policy Consistency Review). As part of the United States Army Corps of Engineers (USACE) Nationwide 12 Permit Application, a Federal Consistency Assessment Form and Coastal Zone Management Consistency Statement were prepared and submitted to the New York Department of State. (See Appendix C – Coastal Assessment)



Legend

Greenpoint - Shelter Island Route

Suffolk County Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Institutional
- Recreation and Open Space
- Agricultural
- Undeveloped
- Transportation
- Utilities
- Waste Handling and Management
- Underwater Land

PS&S

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CERTIFICATE OF AUTHORIZATION NO. 346A54930700

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PROJECT TITLE

PSEG Long Island
Greenport To Shelter Island
Town of Southold, Town of Shelter Island &
Village of Greenport
Suffolk County, New York

SHEET TITLE

LAND USE MAP
(WITHIN QUARTER MILE OF ROUTE)

PROJ. NO. 01315.0415

DATE 8/30/2016
DRN. BY ML
CHK. BY CK
SCALE 1" = 1,000'
FIGURE NO. 2

Sources:
Suffolk County Land Use Tables (for GIS), 2009
Esri, World Imagery, 2015

| Land Use Type | Acreage | Percentage |
|----------------------------|---------------|------------|
| Low Density Residential | 63.4 | 6.2 |
| Medium Density Residential | 89.7 | 8.8 |
| High Density Residential | 64.1 | 6.3 |
| Commercial | 46.2 | 4.5 |
| Industrial | 7.7 | 0.8 |
| Institutional | 45.5 | 4.5 |
| Recreation and Open Space | 299.8 | 29.5 |
| Undeveloped | 45.3 | 4.5 |
| Transportation | 41.3 | 4.1 |
| Utilities | 9.4 | 0.9 |
| Underwater Land | 303.1 | 29.8 |
| TOTAL ACRES: | 1015.5 | |

Path: P:\01315\0415\GIS\Map\Greenport-ShelterIsland_LandUse_20160830_02.mxd

A. INTRODUCTION

This section assesses the potential for the Proposed Project to affect groundwater, floodplains, wetlands, vegetation, wildlife, and federal- and state-listed species. The following issues are discussed below:

- The current condition of the groundwater, floodplain, and natural resources within the study area, including terrestrial biota, and threatened or endangered species and species of special concern;
- The future conditions of the groundwater, floodplain, wetlands and natural resources without the Proposed Project (Future Without the Proposed Project); and
- The potential impacts of the Proposed Project on the groundwater, floodplain, wetlands, and natural resources (Future with the Proposed Project).

B. METHODOLOGY

STUDY AREA

Natural resources and the potential impacts of the Proposed Project were evaluated for the immediate project sites and within an area extending 0.25 to 1 mile around the Project Site.

RESOURCES FOR INFORMATION

The existing natural resource conditions on the Proposed Project Site were identified through direct field observations, information in published and gray literature, as well as the following datasets and other sources of information:

- Federal Emergency Management Agency (FEMA) effective Flood Insurance Rate maps (FIRMs);
- United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps and Information, Planning, and Conservation (IPaC) System list of threatened, endangered, candidate, and proposed species for Suffolk County;
- New York State Department of Environmental Conservation (NYSDEC) tidal and freshwater wetland maps;
- NYSDEC 2000–2005 Breeding Bird Atlas results for Blocks 7155C and 7155D;
- NYSDEC New York Nature Explorer site search;
- New York Natural Heritage Program Correspondence, dated March 22, 2017;
- Suffolk County Water Authority 2016 Drinking Water Quality Report;
- Town of Shelter Island Watershed Management Plan, dated June 2014; and
- Observations made during a reconnaissance investigation of the Proposed Project areas on July 6, 2016.

FUTURE WITHOUT THE PROPOSED PROJECT

The potential impacts on the natural resources and infrastructure of the Proposed Project were evaluated by considering potential sources of pollution and the costs associated with the plan.

FUTURE WITH THE PROPOSED PROJECT

The potential impacts of the Proposed Project to natural resources were evaluated by considering the following potential impacts:

- Potential impacts to groundwater resources during land-disturbing construction activities;
- Potential direct impacts to vegetation, ecological communities, and terrestrial wildlife due to land-disturbing construction activities and site operations; and
- Potential indirect impacts to wildlife from increased human activity during construction and site operations.

C. EXISTING CONDITIONS

GROUNDWATER

The Proposed Project is located above the Nassau-Suffolk Sole Source Aquifer, which is a designated Sole Source Aquifer (NYSDEC, 2015). It consists of deposits of unconsolidated gravel, sand, silt, and clay from the Holocene, Pleistocene, and Late Cretaceous age that have a maximum total thickness of about 1,500 feet. Precipitation is the sole source of groundwater recharge. The system is primarily composed of the Upper Glacial, Lloyd, and Magothy aquifers. Potable water supply to the Southold/Greenport portion of the Proposed Project area is serviced by the Suffolk County Water Authority; the entirety of Shelter Island is served by privately owned and operated wells. Groundwater drawn from the Magothy Aquifer provides the majority of the public drinking water supply for the Water Authority's customers; Shelter Island's water is drawn from the Upper Glacial Aquifer. The Authority has approximately 500 wells located throughout the County that range in depth from 100 to 500 feet (Suffolk County Water Authority, 2016). Shelter Island has three community supplied well systems, with the remaining landowners served by individual private wells. Shelter Island Heights (the location of the project exit) has the largest community well on the island which is located approximately 200 feet from the proposed HDD exit. This well serves approximately 160 residential and commercial customers.

FLOODPLAINS

According to FEMA Flood Maps 36103C0159H, 36103C0157H, 36103C0176H, and 36013C0178H, the Proposed Project would pass through areas of special flood hazard (FEMA, 2016). As shown on these maps, approximately 20% of the areas of the Proposed Project Site are within the 100-year floodplain (the area with a 1 percent probability of flooding each year) or the 500-year floodplain (the area with a 0.2 percent probability of flooding each year).

WETLANDS

The NYSDEC Environmental Resource Mapper provides locations of state-regulated freshwater and tidal wetlands (NYSDEC, 2016). The Mapper indicates approximate locations of wetlands, and a mapped "check zone" indicates the area around the mapped wetland in which the actual wetland boundary may occur. The NYSDEC also regulates a 100-foot adjacent area for freshwater wetlands, and a 300 foot adjacent area for tidal wetlands. Portions of the Proposed Project near the Southold Substation, along Main Road and 5th St in Greenport, near the North Ferry parking lot along Summerfield Place, along

North Ferry Road, and along Chase Avenue, are located within tidal and freshwater wetlands adjacent areas. See Figure 3 – Site Location/Wetlands Map. No portion of the Proposed Project would be located within any wetlands, scenic, or environmentally sensitive areas. Between Greenport and Shelter Island, the cable will be installed beneath a tidal waterbody, Shelter Island Sound North.

PSEG Long Island has prepared a Request for Jurisdictional Determination for the United States Army Corps of Engineers, which included review of USFWS NWI maps. Freshwater forested/shrub wetlands, estuarine marine wetlands, and a freshwater pond are located adjacent to the Proposed Project and along the Shelter Island Sound North, as shown in Figure 3 – Site Location/Wetlands Map. The areas of the Proposed Project are located within wetlands adjacent areas (100-foot adjacent area for freshwater wetlands and 300-foot adjacent area for tidal wetlands). PSEG Long Island has applied for coverage under existing United States Army Corps of Engineers Nationwide Permit Number 12, which would allow the horizontal directional drilling under the Shelter Island Sound North. The permit application is currently under the review. PSEG Long Island also has applied to NYSDEC for any permits necessary for the HDD installation of the cable under the Shelter Island Sound North.

TERRESTRIAL ECOLOGICAL COMMUNITIES AND VEGETATION

The upland portions of the Proposed Project would be installed entirely underneath asphalt roadways. PSEG Long Island would employ horizontal directional drill (HDD) technologies, with drill pits located in asphalt parking lots, to cross below the bottom of the Shelter Island Sound North to connect the electrical systems in Greenport to Shelter Island. Therefore, no ecological communities or vegetation exist within the Proposed Project between Greenport and Shelter Island.

WILDLIFE

No birds, mammals, reptiles or amphibians were observed within the Proposed Project area during the site reconnaissance performed on July 6, 2016. Observations made of birds and mammals in the vicinity of the area, i.e. near the site, were limited to squirrels and small birds. Moreover, the upland portions of the Proposed Project would be installed entirely within existing asphalt roadways. These urban-adapted, habitat generalist species are adapted to high levels of human activity.

BIRDS

The New York State Breeding Bird Atlas (BBA) projects are comprehensive statewide surveys designed to document the distribution of breeding birds within New York State. There were two BBA projects, the first project was conducted from 1980-1985 and the most recent took place from 2000-2004. Mapping for the BBA is based on a grid system that divided the state into discreet atlas blocks measuring 10 kilometers by 10 kilometers. The Proposed Project is located in BBA Blocks 7155C and 7155D. The 2000-2004 BBA census documented 80 species as confirmed or probable/possible breeders in the survey blocks where the Proposed Project is located (see Table C1). However, these BBA survey blocks also cover natural areas, where there may be suitable habitat to support many of the identified species. The Proposed Project site and immediate surroundings contain habitat that is suitable for only a few of the more urban-adapted bird species. These species include European starling (*Sturnus vulgaris*), house sparrow (*Passer domesticus*), rock pigeon (*Columbia livia*), American robin (*Turdus migratorius*), northern cardinal (*Cardinalis cardinalis*), and American crow (*Corvus brachyrhynchos*).

Southold to Shelter Island New 13kV Underground Feeder Cable Project

Table C1
NYS BBA Results for Blocks 7155C and 7155D

| Common Name | Scientific Name | Common Name | Scientific Name |
|---------------------------|----------------------------------|-------------------------------|-----------------------------------|
| Canada Goose | <i>Branta canadensis</i> | Northern Rough-winged Swallow | <i>Stelgidopteryx serripennis</i> |
| Mute Swan | <i>Cygnus olor</i> | Barn Swallow | <i>Hirundo rustica</i> |
| American Black Duck | <i>Anas rubripes</i> | Black-capped Chickadee | <i>Poecile atricapillus</i> |
| Mallard | <i>Anas platyrhynchos</i> | Tufted Titmouse | <i>Baeolophus bicolor</i> |
| Northern Bobwhite | <i>Colinus virginianus</i> | White-breasted Nuthatch | <i>Sitta carolinensis</i> |
| Green Heron | <i>Butorides virescens</i> | Carolina Wren | <i>Thryothorus ludovicianus</i> |
| Osprey | <i>Pandion haliaetus</i> | House Wren | <i>Troglodytes aedon</i> |
| Cooper's Hawk | <i>Accipiter cooperii</i> | Eastern Bluebird | <i>Sialia sialis</i> |
| Red-tailed Hawk | <i>Buteo jamaicensis</i> | Wood Thrush | <i>Hylocichla mustelina</i> |
| Piping Plover | <i>Charadrius melodus</i> | American Robin | <i>Turdus migratorius</i> |
| Killdeer | <i>Charadrius vociferous</i> | Gray Catbird | <i>Dumetella carolinensis</i> |
| Spotted Sandpiper | <i>Actitis macularius</i> | Northern Mockingbird | <i>Mimus polyglottos</i> |
| Black Skimmer | <i>Rynchops niger</i> | Brown Thrasher | <i>Toxostoma rufum</i> |
| Common Tern | <i>Sterna hirundo</i> | European Starling | <i>Sturnus vulgaris</i> |
| Great Black-backed Gull | <i>Larus marinus</i> | Cedar Waxwing | <i>Bombycilla cedrorum</i> |
| Herring Gull | <i>Larus argentatus</i> | Blue-winged Warbler | <i>Vermivora pinus</i> |
| Least Tern | <i>Sternula antillarum</i> | Yellow Warbler | <i>Dendroica petechial</i> |
| Rock Pigeon | <i>Columba livia</i> | Chestnut-sided Warbler | <i>Dendroica pensylvanica</i> |
| Mourning Dove | <i>Zenaida macroura</i> | Pine Warbler | <i>Dendroica pinus</i> |
| Black-billed Cuckoo | <i>Coccyzus erythrophthalmus</i> | Prairie Warbler | <i>Dendroica discolor</i> |
| Yellow-billed Cuckoo | <i>Coccyzus americanus</i> | Black-and-white Warbler | <i>Mniotilta varia</i> |
| Eastern Screech-Owl | <i>Megascops asio</i> | American Redstart | <i>Setophaga ruticilla</i> |
| Great Horned Owl | <i>Bubo virginianus</i> | Worm-eating Warbler | <i>Helmitheros vermivorum</i> |
| Chimney Swift | <i>Chaetura pelagica</i> | Ovenbird | <i>Seiurus aurocapilla</i> |
| Ruby-throated Hummingbird | <i>Archilochus colubris</i> | Common Yellowthroat | <i>Geothlypis trichas</i> |
| Red-bellied Woodpecker | <i>Melanerpes carolinus</i> | Scarlet Tanager | <i>Piranga olivacea</i> |
| Downy Woodpecker | <i>Picoides pubescens</i> | Eastern Towhee | <i>Pipilo erythrophthalmus</i> |
| Hairy Woodpecker | <i>Picoides villosus</i> | Chipping Sparrow | <i>Spizella passerine</i> |
| Northern Flicker | <i>Colaptes auratus</i> | Field Sparrow | <i>Spizella pusilla</i> |
| Eastern Wood-Pewee | <i>Contopus virens</i> | Song Sparrow | <i>Melospiza melodia</i> |
| Willow Flycatcher | <i>Empidonax traillii</i> | Northern Cardinal | <i>Cardinalis cardinalis</i> |
| Eastern Phoebe | <i>Sayornis phoebe</i> | Rose-breasted Grosbeak | <i>Pheucticus ludovicianus</i> |
| Great Crested Flycatcher | <i>Myiarchus crinitus</i> | Red-winged Blackbird | <i>Agelaius phoeniceus</i> |
| Eastern Kingbird | <i>Tyrannus tyrannus</i> | Common Grackle | <i>Quiscalus quiscula</i> |
| White-eyed Vireo | <i>Vireo griseus</i> | Brown-headed Cowbird | <i>Molothrus ater</i> |
| Warbling Vireo | <i>Vireo gilvus</i> | Orchard Oriole | <i>Icterus spurius</i> |
| Red-eyed Vireo | <i>Vireo olivaceus</i> | Baltimore Oriole | <i>Icterus galbula</i> |
| Blue Jay | <i>Cyanocitta cristata</i> | House Finch | <i>Carpodacus mexicanus</i> |
| American Crow | <i>Corvus brachyrhynchos</i> | American Goldfinch | <i>Carduelis tristis</i> |
| Tree Swallow | <i>Tachycineta bicolor</i> | House Sparrow | <i>Passer domesticus</i> |

Source: NYS Breeding Bird Atlas (2000-2005) Eastern and Southern NY State, Blocks 7155C and 7155D. Accessed August 2, 2016 at: <http://www.dec.ny.gov/pubs/103459.html>

MAMMALS

Habitat for mammals is limited on and within the vicinity of the Proposed Project site, and is likely to be used by only urban-adapted species. These species include the raccoon (*Procyon lotor*), house mouse (*Mus musculus*), Norway rat (*Rattus norvegicus*), gray squirrel (*Sciurus carolinensis*), eastern cottontail (*Sylvilagus floridanus*) and domestic cat (*Felis catus*).

REPTILES AND AMPHIBIANS

Suitable habitat for reptiles and amphibians primarily exists near surface water bodies, as they are necessary to support certain amphibian life stages. The Proposed Project site crosses the Shelter Island Sound North using HDD technology, in which the excavation of jack pits would be located within paved wetland adjacent areas. By avoiding wetlands areas, impact to the tidal water body is not expected. It is expected that the proposed cable and conduit, as well as the methods to complete this work, would only encounter wetlands adjacent areas (as discussed in Wetlands section, page C-2 to C-3). The reptile species that may be found using the Proposed Project site, and within its vicinity, are the northern brown snake (*Storeria dekayi*) and common garter snake (*Thamnophis sirtalis*).

AQUATIC COMMUNITIES/SHELLFISH RESOURCES

The Shelter Island Sound North is part of the Peconic Estuary, a shellfish habitat. Benthic communities in this area include mudflats and eelgrass beds, and vegetated tidal wetlands, which are located along natural shorelines in the vicinity of the project. These areas provide essential habitat for the propagation and survival of shellfish. The habitat supports eastern oysters (*Crassostrea virginica*), ribbed mussels (*Geukensia demissa*), bay scallops (*Argopecten irradians*), hard clams (*Mercenaria mercenaria*), soft-shell clams (*Mya arenaria*), and blue mussels (*Mytilus edulis*). Currently harmful algal blooms affect the populations of shellfish species and a portion of the waterbody located above the project impact area is uncertified for shellfishing due to the presence of the Shelter Island Heights Sewage Treatment plant. No data specific to this waterbody is available for shellfish populations, however shellfish populations within the Peconic Estuary are generally on the decline as per information provided by The Nature Conservancy and the Peconic Estuary Program (The Nature Conservancy, Undated).

THREATENED, ENDANGERED, SPECIAL CONCERN SPECIES AND SIGNIFICANT HABITATS

The NYSDEC New York Nature Explorer website was accessed April 11, 2016 to determine whether there were any documented occurrences of rare animals and plants and significant natural communities located on or in the immediate vicinity of the Proposed Project sites (Appendix D). No rare plants or animals are documented in the vicinity of the Proposed Project. However, several old records of rare plants and animals exist in the vicinity of the Proposed Project, including velvet panic grass (*Dichanthelium scoparium*), green parrot's feather (*Myriophyllum pinnatum*), smooth tick-trefoil (*Desmodium laevigatum*), American burying beetle (*Nicrophorus americanus*), cattail sedge (*Carex typhina*), little-leaf tick-trefoil (*Desmodium ciliare*), and cut-leaved evening-primrose (*Oenothera laciniata*). The NYSDEC New York Nature Explorer website also identified two natural communities in this location including a red maple-sweetgum swamp (*Arshamomque wetland*) and coastal oak-hickory forest (*Moore's woods*).

The New York Natural Heritage Program (NYNHP) was contacted in order to determine the presence/absence of known rare, threatened and endangered species located on or within the vicinity of the Proposed Project site. In a letter dated March 22, 2017, the NYNHP identified one threatened bird, two endangered plants, seven threatened plants, three occurrences of significant natural communities and two rare dragonflies/damselflies as occurring within the vicinity of the Proposed Project. The following lists each species identified and its habitat requirements. It is noted that none of the species listed have been identified within the limits of project disturbance and suitable habitat for these species does not exist, as all work will occur within existing paved surfaces.

Southold to Shelter Island New 13kV Underground Feeder Cable Project

Plants

| Common Name | Scientific Name | NYS Listing | Location | Growth Habit | Habitat Preference |
|------------------|--|-------------|----------|--------------|---|
| Seaside Gerardia | <i>Agalinis maritima</i> var. <i>maritima</i> | Threatened | S | Forb/Herb | Sparsely vegetated areas in proximity to salt marshes |
| White-edge Sedge | <i>Carex debilis</i> var. <i>debilis</i> | Threatened | M | Graminoid | Part shade in forested wetlands, wet prairies and sedge meadows |
| Cat-tail Sedge | <i>Carex typhinea</i> | Endangered | M | Graminoid | Wet forests, swamps, vernal pools, and marshes |
| Swamp Smartweed | <i>Persicaria setacea</i> | Endangered | M | Forb/herb | Freshwater wetlands |
| Seaside Plantain | <i>Plantago maritima</i> var. <i>juncooides</i> | Threatened | S | Forb/herb | High salt marshes and brackish meadows |
| Swamp Cottonwood | <i>Populus heterophylla</i> | Threatened | SW | Tree | Red maple hardwood swamps and red maple black gum swamps |
| Sea-pink | <i>Sabatia stellaris</i> | Threatened | S | Forb/herb | High salt marsh, brackish meadows |
| Dwarf Glasswort | <i>Salicornia bigelovii</i> | Threatened | S | Forb/herb | Maritime wetlands/salt marshes |
| Saltmarsh Aster | <i>Symphotrichum subulatum</i> var. <i>subulatum</i> | Threatened | S | Forb/herb | Salt and brackish marshes |

Key: M – Woods and wetlands in the vicinity of Moores Drain, north of Main Road
 S – Saltmarsh and beach between Main Road and Pipes Cove
 SW – Swamp located just north of the western terminus of the project site.

Wildlife

Four-spotted Pennant (*Brachymesia gravida*) and Needham's Skimmer (*Libellula needhami*) are unlisted, rare dragonflies identified as occurring within the ponds between Main Road and Old Main Road in 2012. These species require ponds, lakes, tidal river areas and brackish wetlands for breeding and the larval stage, while adults utilize the habitats immediately surrounding the wetlands and waterbodies utilized for breeding.

Least terns (*Sternula antillarum*) were identified as breeding within a half mile of the project site at Pipe's Cove. These birds are threatened in New York State and are often found nesting near Piping Plovers. Least terns require open sand found on beaches with sparse vegetation. The species nests colonially and is threatened by habitat loss, predation and pesticides.

Ospreys (*Pandion haliaetus*) are a special concern species identified as occurring adjacent to the project site. Ospreys nest atop high structures in close proximity to water. A pole with a platform dedicated for osprey nesting is located at the terminus of 5th Street, and recent observations indicate a functional nest is located atop the structure. Ospreys are generally present on Long Island between April and September, while spending the remainder of the year wintering in South America. This species was impacted by the use of DDT, but has had significant population increases since cessation of use of the pesticide, resulting in a change in regulatory status from endangered to threatened in 1983, and from threatened to special concern in 1999.

Significant Natural Communities

Three significant natural communities were identified within proximity to the project site. Coastal Oak-Hickory Forest is a hardwood forest with codominant oaks and hickories (Edinger et al., 2014). This community is located in the vicinity of Moore's Drain, and extends along the north and south sides of Main Road. Red maple-swamp white oak swamp is a hardwood swamp codominated by red maple and swamp white oak and/or pin oak (Edinger et al., 2014). This habitat is found on sandy soils that are underlain by a clay layer, and is associated with the woodlands in the swamp just north of the western terminus of the project site. Finally, a Marine Eelgrass Meadow was identified as occurring along the shoreline of Shelter Island, just northeast of the HDD exit point and the ferry landing. This community is dominated by eelgrass (*Zostera marina*) in shallow waters where there are minor salinity fluctuations (Edinger, et al., 2014). None of the above listed communities are located within the limits of disturbance associated with the project.

A United States Fish and Wildlife Service (USFWS) IPaC Report was generated on August 2, 2016 for the Proposed Project (Natural Resources Addendum 2). The report listed piping plover (*Charadrius melodus*), red knot (*Calidris canutus rufa*), roseate tern (*Sterna dougallii dougallii*), and Northern long-eared bat (*Myotis septentrionalis*) as occurring in Suffolk County, New York. Roseate tern is federally listed as endangered. Piping plover, red knot, and Northern long-eared bat are listed as threatened. In addition, the flowering plants sandplain gerardia (*Agalinis acuta*) and seabeach amaranth (*Amaranthus pumilus*) were listed as occurring in Suffolk County. Sandplain gerardia is listed as federally endangered and seabeach amaranth is listed as threatened. Piping plover is the only species with final critical habitat designated for the species. However, the Proposed Project site does not have piping plover critical habitat.

A visual inspection during reconnaissance investigations of the Proposed Project areas conducted on July 6, 2016 did not identify any of the state or federally-listed species.

D. THE FUTURE WITHOUT THE PROPOSED PROJECT

Absent the Proposed Project, PSEG Long Island would be required to continue to use emergency diesel-powered generators to support reliable provision of power to Shelter Island, increasing the potential for adverse impacts on the environment that would result from increased noise levels, air pollutant levels and traffic in the areas of Shelter Island Heights and neighboring communities. Thus, the Proposed Project represents a critical improvement to LIPA's local electrical distribution system. A failure of either of the two currently existing cables supplying electricity to Shelter Island would require operation of diesel emergency generators to avoid an electrical shortage. The location of diesel generators on a standby for emergency basis is not a permanent or acceptable resolution of this condition. Emergency diesel-powered generators have the potential to adversely impact the local environment due to elevated noise levels of the engines and generation of air pollutant emissions. Diesel-powered engines produce nitrogen oxides (NOx) and particulate matter (PM), as discussed further in Attachment E - Construction. Operation of emergency generators involves re-fueling the generator tankers, which would increase traffic in the area of the Proposed Project and neighboring communities, with the potential to result in an adverse impact on overall traffic and related vehicular emissions. The No-Build alternative will retain elevated potential for adverse environmental impacts and retain the potential threat to a sufficient and reliable supply of electricity to Shelter Island.

E. POTENTIAL IMPACTS OF THE PROPOSED PROJECT

The Proposed Project includes installation of the cable within existing asphalt roadways in the upland area, and HDD technologies would be used underneath the Shelter Island Sound North. Therefore, no significant impact to natural resources as a result of the Proposed Project would occur, and natural resource conditions would remain largely the same as existing conditions. This section covers the permanent potential impacts associated with operation of the Proposed Project once construction is completed. The temporary impacts associated with project construction of the Proposed Project are discussed separately in Attachment E.

GROUNDWATER

Groundwater beneath the Proposed Project area is used as a drinking water source. Drilling and excavation activities related to the Proposed Project should not have any impact on the water supply along the majority of the project route because almost all of the open trenching and HDD activity is shallow, and will occur above the depth of the groundwater. Only in the area of the terminus of 5th Street in Greenport and Shelter Island Heights, drilling pit excavations and drilling would encounter the shallow water table. Although this activity would directly encounter the water table, it is not anticipated to have adverse impact on the Southold and Greenport water supply as the location of the drilling activities would likely be in the area of brackish water close to the shoreline, and public supply wells are not in proximity to HDD activities. Any impacts would be shallow and not at depths consistent with the intake elevations of the local water supply well. There is also no significant likelihood for spills or discharges that would impact the groundwater.

As previously indicated, the HDD exit point is located approximately 200 feet from the Shelter Island Heights community supply well. Due to the close proximity of the HDD exit to the supply well, an analysis of the potential impacts of saltwater intrusion to the supply well from HDD activities was conducted. The analysis was based on the Suffolk County Groundwater Model Final Report prepared by the Suffolk County Department of Health Services (2003). During typical conditions (average

precipitation and average pumping rates for the wells) a path for saltwater intrusion to the wells would not be created, and the wells would not be impacted. During drought conditions and higher than average pumping rates, a pathway for saltwater could potentially be created by HDD. However, this would result in only a minimal amount of saltwater entering the well, i.e., an estimated chloride concentration of 40 mg/L, which would still be lower than the drinking water standard of 250 mg/L. Additionally, the elevated chloride levels would be temporary in nature and limited only to the duration of the HDD activities (approximately three to four weeks, exclusive of staging). HDD drilling is scheduled to occur during the winter months, when pumping rates are historically lower than during the summer months, thus reducing the potential for salt water intrusion due to increased pumping. To further reduce saltwater migration risk, the contractor will be required to seal around the conduit near the exit to minimize the potential for the creation of a pathway. As a result, impacts to the Shelter Island Heights well have been minimized to the extent practicable. Therefore, operation of the Proposed Project would not result in a significant adverse impact to groundwater.

FLOODPLAINS

The transmission structures would be underground through the upland areas and would be installed via HDD technologies in the open water areas. These configurations would not increase the potential for property damage caused by flooding. There would be no permanent change in topography within the designated floodplains. No impacts to the floodplains or to other upstream/downstream properties are expected from the operation of the transmission facilities. Therefore, operation of the Proposed Project would not result in significant adverse impacts to flood levels, flood risk, or the flow of flood waters on the Proposed Project site or within the project vicinity.

WETLANDS

The Proposed Project is not located within NYSDEC-mapped wetlands. The Proposed Project is located within NYSDEC-mapped check zones and the 100-foot adjacent area. However, the Proposed Project would be entirely within existing asphalt roadways in these locations. Therefore, no impacts to the wetlands or adjacent areas would occur. In August 2016, PSEGLI submitted a Joint Permit Application to the New York State Department of Environmental Conservation (NYSDEC), requesting an Excavation and Fill in Navigable Waters and Individual Tidal Wetlands Permit, and to the United States Army Corps of Engineers (USACE), requesting a Section 404 Clean Water Act Permit and coverage under the Nationwide Number 12 Permit. These permits would authorize directional drilling to install underground cables (including the excavation of jack pits) in tidal and freshwater wetland adjacent areas. These permits would also authorize installation of a pole riser along Chase Avenue that is located in a tidal wetland adjacent area.

Similarly, the USACE Request for Jurisdictional Determination concludes that NWI wetlands identified along the Proposed Project route would not be impacted by the Proposed Project due to the installation of the facilities within existing asphalt roadways or via HDD technologies.

TERRESTRIAL ECOLOGICAL COMMUNITIES AND VEGETATION

The upland portions of the Proposed Project would be installed entirely within existing asphalt roadways in upland areas and via HDD technologies under the Shelter Island Sound North. By remaining within asphalt roadways and using HDD technologies, the Proposed Project would avoid impacts to terrestrial ecological communities and vegetation. Oyster habitats and other shellfish habitats are located within the Shelter Island Sound, with commercial activities anticipated to occur within the area during the October through December season. As planned drilling activities are located in upland areas and the directional

drill depth is ten (10) to thirty (30) feet below the sound bottom, no direct impacts to the bottom sediments are anticipated. One vessel supporting the drilling activity will traverse across the sound from the Village of Greenport to Shelter Island heights during the drill activities. However it is not anticipated that the singular vessel will be of significant impact to commercial shell fishing or recreational activities.

WILDLIFE

The Proposed Project would not result in significant adverse impacts to wildlife at either the individual or population level. Terrestrial wildlife use of the Proposed Project site is extremely limited due to current conditions as existing asphalt roadways. Installation of the Proposed Project would not eliminate any high quality or valuable wildlife habitat, and would not adversely impact the few urban-adapted species that may occur in the area (e.g., house sparrow, European starling, raccoon). As habitat generalists, these species are highly disturbance-tolerant. Individuals of these species may temporarily be displaced from the Proposed Project Site during construction. However, they are likely to return once construction is completed.

AQUATIC COMMUNITIES/SHELLFISH RESOURCES

As previously indicated, the project impact area is located beneath shellfish habitat. Although the project will not directly impact this habitat, if loss of drill pressure and sediment release occurs (i.e., “frac-out”), there is potential that the project could impact shellfish habitat. In particular, bentonite clay, which is used in HDD, could impact shellfish beds if released into the environment. Analysis on the potential impacts from frac-out revealed that fine sediment, such as bentonite clay, could potentially reduce light available to shellfish and ultimately would result in smothering of individuals in the sediment bed. It is noted that in high velocity environments (such as in the open area of Shelter Island Sound North), that the likelihood for smothering is reduced due to the rapid movement of water preventing the settling of sediment. Research also indicates that should smothering occur, reestablishment of the population would begin within hours of the event, and full recovery of the population would most likely be achieved within one year.

Installing the cable underneath the Sound bottom has a limited potential to cause a frac-out, which is the inadvertent release of drilling fluids/mud (water/bentonite mixture) to the surface during construction that occurs due to a large increase in pressure within the borehole. It is possible that such a large pressure increase might cause drilling fluid to push through the sediment at the bottom of the Sound, which ranges from 20 – 120 feet in thickness. The potential for a frac-out to occur is minimal. If a frac-out occurs, sediment will be disturbed and will mix with the drilling fluid. The floating sediment and drilling fluid could be carried away by tidal movement, but also could have the potential to settle as a thin layer over shell fish beds. This could adversely impact shell fish harvesting that season, but there would not be any adverse impact continuing into future seasons.

In order to minimize the limited potential for frac-out adverse impacts, a HDD Frac-Out Contingency Plan (Appendix E) has been prepared which requires continuous monitoring of HDD for frac-out warnings and identifies immediate response actions to prevent a potential frac-out. The Frac-Out Contingency Plan also requires the availability of equipment and materials to undertake specified actions to mitigate impacts if a frac-out does occur.

As research demonstrates that should populations be smothered, recovery is likely to occur on a short time scale, that smothering is unlikely due to the currents and water velocity present in the shellfish beds above the project impact area, and as a frac-out contingency plan is in place, impacts to shellfish species as a result of the Proposed Project are anticipated to be minimal.

THREATENED, ENDANGERED, SPECIAL CONCERN SPECIES AND SIGNIFICANT HABITATS

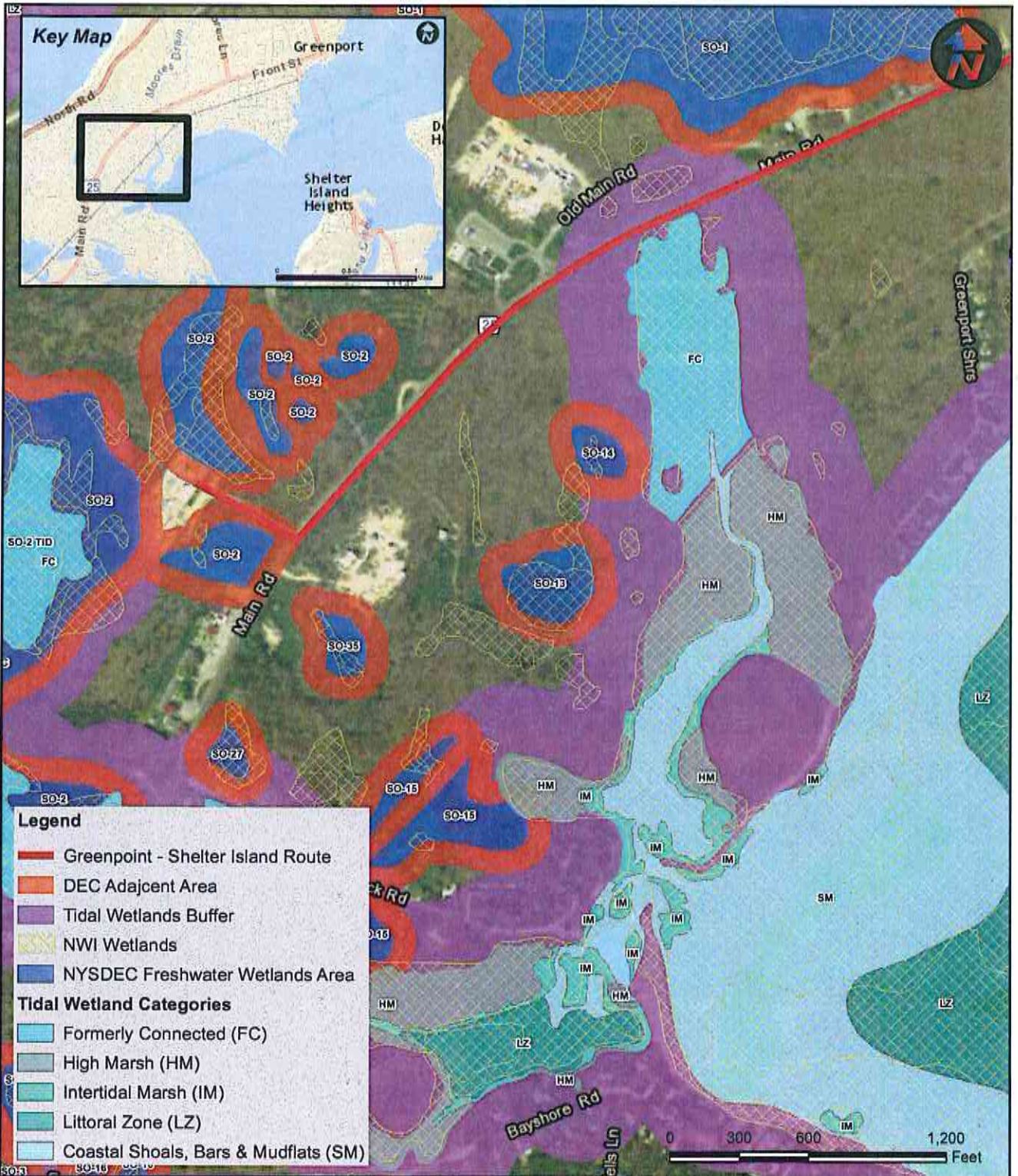
No federal or state-listed endangered, threatened, and special concern species or significant habitats are documented as occurring on the project site. PSEG Long Island representatives contacted Kevin Jennings of the NYSDEC on March 24, 2017, to obtain information regarding the location of the nearest known Least Tern nesting locations. NYSDEC records indicate that the nearest historical nest is located approximately 4,000 feet west of the project site. NYSDEC guidance for determining impacts to nesting species utilizes a 500' radius from nesting sites to determine if construction would have an impact on the species. As no habitat is present for the species within the proposed disturbance area and the nearest nest has historically been located more than 500 feet from the Proposed Project route, no impacts to this species are anticipated as a result of the Proposed Project.

Osprey is the only special concern species observed to occur adjacent to the Proposed Project site at elevated locations. No Project construction activities will take place in the vicinity of observed nests during their breeding season. The parameters of the construction activities that would be performed do not create any foreseeable possibility that the Proposed Project will disturb any ospreys or their nests. No impacts to this species are anticipated as a result of the Proposed Project.

Therefore, operation of the Proposed Project would not result in any significant adverse impacts to threatened, endangered, special concern species or significant habitats.

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- The Nature Conservancy. Undated. "[The Importance of Shellfish in the Peconic Estuary](#)" Accessed March 3, 2017. <http://www.peconicestuary.org/reports/e46321e9c58af866534cdc83a54939dc4416528e.pdf>



Legend

- Greenpoint - Shelter Island Route
- DEC Adjacent Area
- Tidal Wetlands Buffer
- NWI Wetlands
- NYSDEC Freshwater Wetlands Area

Tidal Wetland Categories

- Formerly Connected (FC)
- High Marsh (HM)
- Intertidal Marsh (IM)
- Littoral Zone (LZ)
- Coastal Shoals, Bars & Mudflats (SM)

Note:
Tidal wetlands buffer = 300 feet
DEC Adjacent Area = 100 feet

Sources:
New York State Regulatory Freshwater Wetlands For Suffolk County, NYSDEC, 2013
Tidal Wetlands - NYC and Long Island - 1974, NYSDEC, 2005
National Wetlands Inventory, US Fish and Wildlife Service, 2016
Esri, World Imagery, 2015

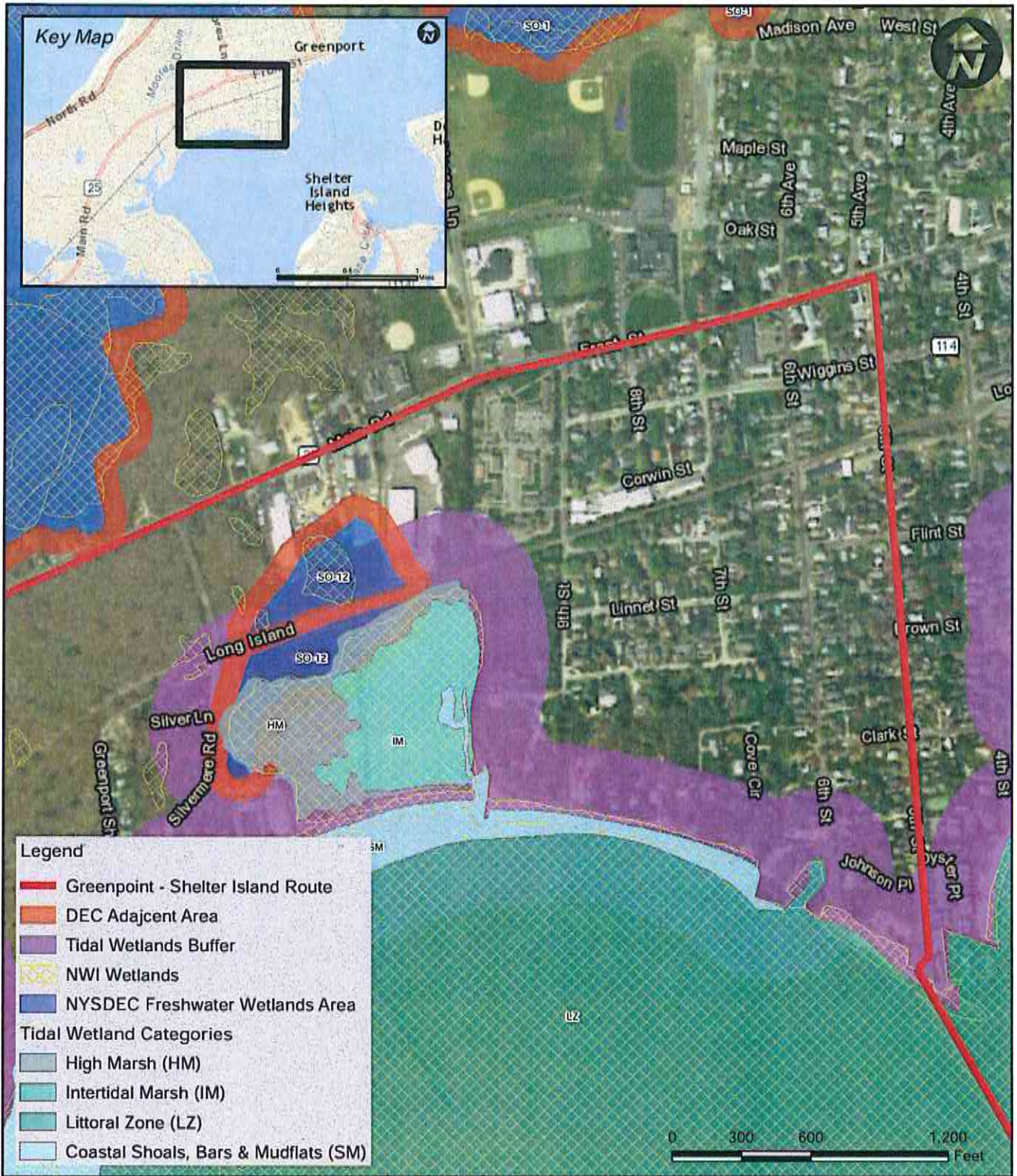
PS&S

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| Chk'd By: CK | Date: 8/30/2016 |

SITE LOCATION/WETLANDS MAP
PSEG - Long Island
Southold To Shelter Island
Town of Southold, Town of Shelter Island
and Village of Greenport
Suffolk County, New York

| |
|----------------------------|
| Project No. 01315.0415 |
| Figure No. 1 (Page 1 of 4) |



Note:
Tidal wetlands buffer = 300 feet
DEC Adjacent Area = 100 feet

Sources:
New York State Regulatory Freshwater Wetlands For Suffolk County, NYSDEC, 2013
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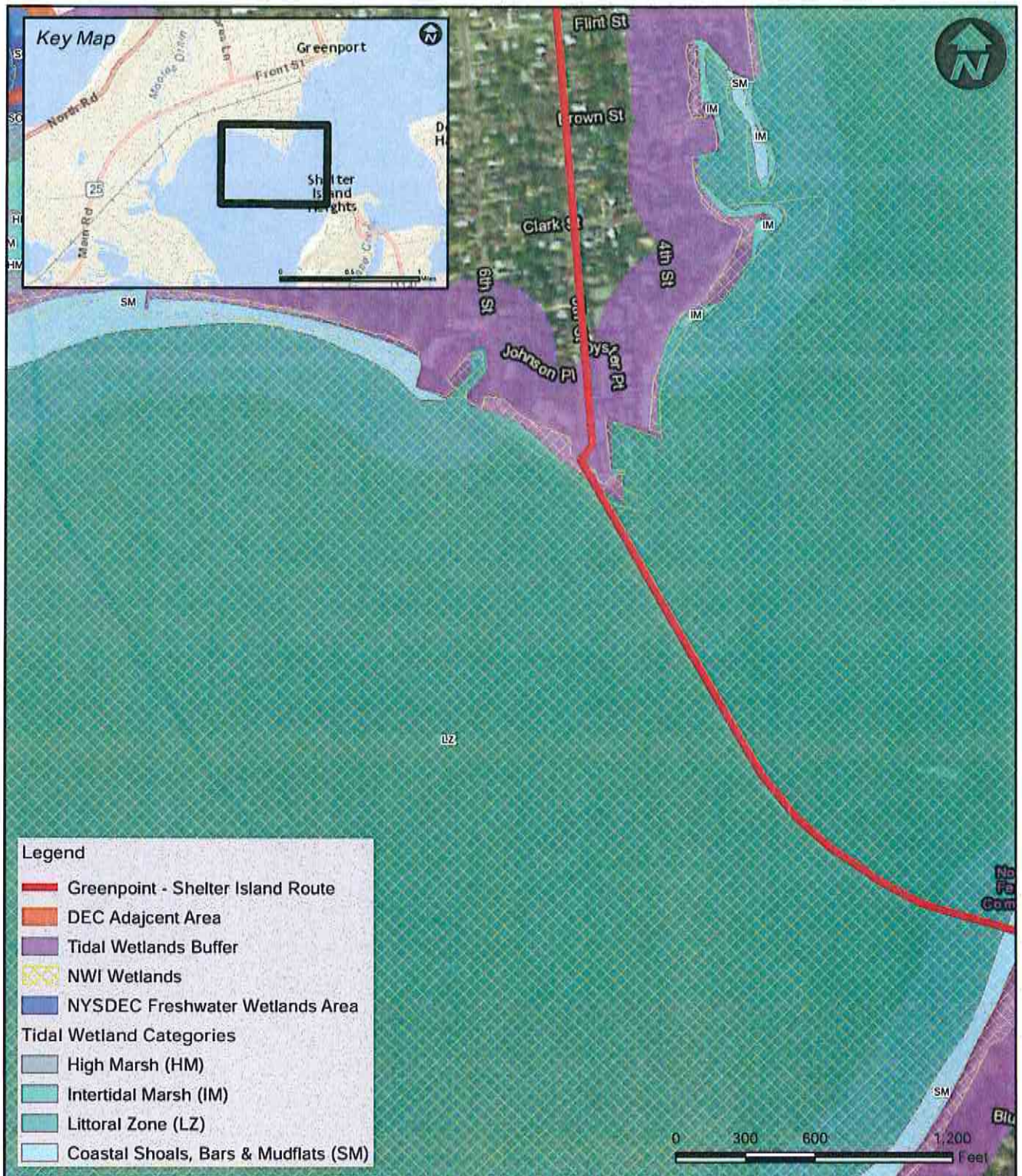
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SITE LOCATION/WETLANDS MAP
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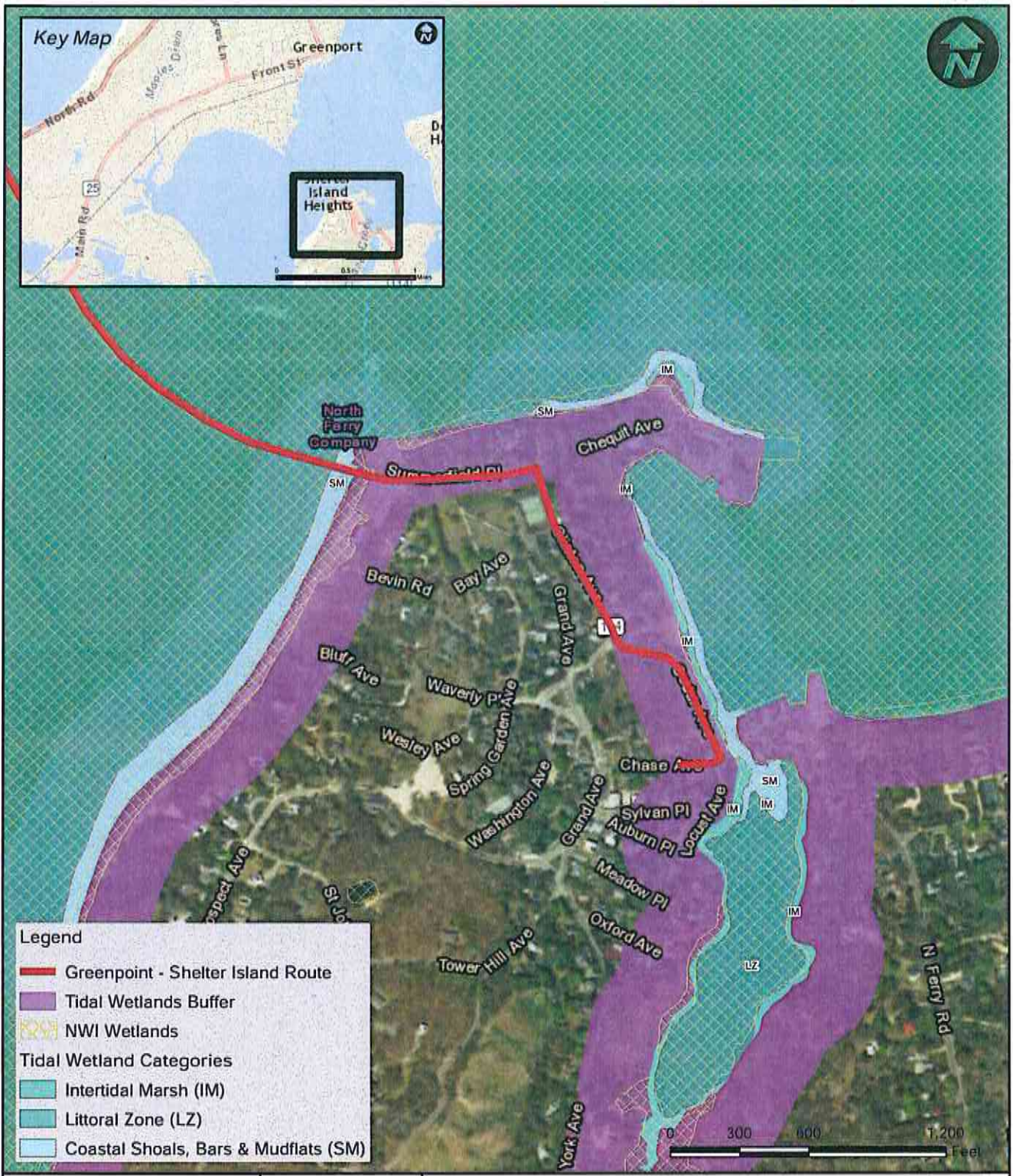
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Scale: 1" = 600'
Date: 8/30/2016

Project No. 01315.0415
Figure No. 1 (Page 2 of 4)



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|---|---|--|---|
| <p>Note: Tidal wetlands buffer = 300 feet DEC Adjacent Area = 100 feet</p> <p>Sources: New York State Regulatory Freshwater Wetlands For Suffolk County, NYSDEC, 2013 Tidal Wetlands - NYC and Long Island - 1974, NYSDEC, 2005 National Wetlands Inventory, US Fish and Wildlife Service, 2016 Esri, World Imagery, 2015</p> |  <p>67A MOUNTAIN BOULEVARD EXT. P.O. BOX 4039 WARREN, NEW JERSEY 07059 PHONE: (732) 560-9700</p> | <p align="center">SITE LOCATION/WETLANDS MAP PSEG - Long Island Southold To Shelter Island Town of Southold, Town of Shelter Island and Village of Greenport Suffolk County, New York</p> | |
| <p>Drawn By: ML/AG</p> | <p>Chk'd By: CK</p> | <p>Scale: 1" = 600'</p> <p>Date: 8/30/2016</p> | <p>Project No. 01315.0415</p> <p>Figure No. 1 (Page 3 of 4)</p> |



A. INTRODUCTION

Electrical service in the Proposed Project area is provided by LIPA and transmitted and/or distributed through a series of underground and above-ground transmission and distribution lines and interconnecting substations and switchyards.

The Proposed Project involves the installation of a new 13kV underground feeder (approximately 3.1 miles in total length) originating at PSEG Long Island's Southold 8J Generating Station in the Town of Southold and terminating at Chase Street in the hamlet of Shelter Island Heights (see Figure 1 – USGS Site Location Map). The Proposed Project consists of three sections: Southold to Greenport (North Fork) Land Feeder Cable Route, Greenport to Shelter Island Horizontal Directional Drill (HDD) Crossing, and Shelter Island Land Feeder Cable Route.

B. POTENTIAL IMPACTS OF THE PROPOSED PROJECT

The Proposed Project is required to ensure reliable service to the area of the Town of Shelter Island. The Proposed Project would have beneficial impacts to the LIPA transmission system and to the Shelter Island community, a developed area of Suffolk County and its many residential, commercial, and institutional uses, through improved reliability and resiliency.

The existing electrical circuit from the Southold Generating Station to Shelter Island is not sufficient to ensure reliable supply of electricity to Shelter Island, and thus requires staging temporary generation during summer peak load months. As discussed in Attachment A, "Project Description," the Proposed Project is the second attempt at constructing a new underground feeder from Long Island to Shelter Island and is the solution that best meets the purpose and need of providing a long-term, cost-effective electrical service to the Town of Shelter Island. In addition, the Proposed Project would not result in an increase in generating capacity.

A. INTRODUCTION

This attachment assesses the potential for significant adverse impacts due to construction of the Proposed Project.

The construction activity and the anticipated schedule are described first, followed by an assessment of potential impacts from the construction.

B. CONSTRUCTION SCHEDULE AND ACTIVITY

The Proposed Project is expected to take approximately six (6) to eight (8) months to complete. Construction is expected to commence on or after September 15, 2017 and to be completed by May 2018, including restoration efforts. The Proposed Project would be constructed in two phases.

The first phase will be the construction of the Greenport to Shelter Island HDD Crossing. This will include: 1) locating utilities; 2) site preparation; 3) equipment staging 4) directionally drilling a small diameter pilot hole along a designed directional path; 5) enlarging the pilot hole to a diameter suitable for installation of the conduit; 6) pulling the conduit back into the enlarged hole; 7) pressure and leak testing of conduit; and 8) site restoration.

It is anticipated that the following equipment would be utilized for the construction of the HDD crossing: drill rig, mud pump and recycler, excavator, frac tank(s) and vacuum truck. A support vessel to monitor the progress of the HDD would be present at the Shelter Island Sound North surface. The drill rig with drill steel line storage area, recycler, mud pump, frac tank, tool trailer and associated equipment would be utilized for the pilot hole and reaming activities. This equipment would be maintained within an approximate 13,000-square foot area located within the right-of-way at the terminus of 5th Street. For HDD activities relevant to the pipe pullback, a drill rig, vacuum truck and associated cabin would be utilized and maintained within the North End Ferry parking lot on Shelter Island. This phase of work is scheduled to begin in mid-October 2017 and will take approximately three months to complete.

In the second phase of the Proposed Project, anticipated to commence in January 2018, the new underground cable from the PMH gear located at the Southold Substation to Greenport terminus and the Shelter Island section of the cable would be installed. The underground cable originating from the Southold Substation and ending at the 5th street terminus in Greenport would connect with the underwater cable at a newly installed manhole at the HDD entry point, with submersible PMH gear to splice the underground cable with the underwater cable. The underground cable located within the Town of Shelter Island, originating from the HDD exit point and ending at the newly installed riser pole located on Chase Avenue, would connect with the underwater cable at a newly installed manhole at the HDD exit point, with submersible PMH gear to splice the underground cable with the underwater cable. Fifteen pre-cast concrete manhole structures would be installed along the project route in the Town of Southold and the Village of Greenport, and three pre-cast concrete manhole structures would be installed along the project route in the Town of Shelter Island. In addition a pre-cast concrete manhole structure would be installed at the HDD entry point in the Village of Greenport and another at the HDD exit point in the Town of

Shelter Island. At the completion of the work the manhole structure covers would be flush with existing roadways. The manhole structures would allow for cable splicing, and future maintenance of the cable. The construction along roads in the Town of Southold (8 weeks) and the Village of Greenport (5 weeks) would take approximately 13 weeks to complete. The construction along roads in the Town of Shelter Island would take approximately 6 weeks to complete.

Construction of the Southold to Greenport Cable Route and Shelter Island Cable Route would include the following activities: site clearing; trenching; circuit installation; backfilling; and right-of-way restoration. It is anticipated that a back-hoe would be utilized for open-trench excavation activities.

A Soil Erosion Sediment Control Plan would be implemented during construction activities. Existing vegetation shall be protected and remain undisturbed. Subsequent to the installation of the feeders, disturbed asphalt and concrete paved surface areas would be repaired, as required. During construction, stormwater quality measures to minimize soil erosion and the release of sediments would be put in place on the site. Silt fence and sediment protection would be maintained until work is complete and all vegetated areas have been stabilized.

The number of construction workers on-site would vary daily, but is not expected to exceed 20 individuals at any one time. At any given time, 6 to 10 construction workers would be at one location. Typical work schedule would be from 7:00 AM to 7:00 PM, Monday to Friday in all areas except for in the Village of Greenport, where the typical work schedule would be from 7:00 AM to 6:00 PM, Monday through Saturday. During the advancement of the pilot boreholes under the Shelter Island Sound North, the HDD operation would not operate past the typical work hours detailed above. However, after the pilot boreholes have been completed the conduit pull back would need to begin immediately, with the process continuing until completed. This process would occur three times, and is required to prevent the pilot borehole from closing, and the conduit from seizing within the borehole. The three instances of conduit pull back would each be completed within 24 hours of commencement. To perform the work that would involve the new feeder installation, traffic would be diverted temporarily via lane closures for the affected work area. During such diversions, flag-persons and/or sign boards would be used to control traffic.

C. ENVIRONMENTAL IMPACTS OF PROJECT CONSTRUCTION ACTIVITIES

The street trenching, manhole installation, and HDD work under roadways for the Proposed Project is the same as the street trenching and HDD work that ordinarily occurs whenever utilities install or repair underground pipes and cables. The potential impacts from construction work on the Proposed Project will not be any different than the impacts which ordinarily occur when utilities undertake such work.

Inland underground cable construction activities associated with the Proposed Project is expected to last for approximately 13 weeks, 8 weeks in the Town of Southold and 5 weeks in Greenport. The new cable will be installed under the road in sequential sections. Thus, construction work will occur at each given section at most only for a couple of days. Thus, any individual resident or business will experience the temporary construction impacts only for a couple of days or less.

The cable installation under the Shelter Island Sound North is expected to occur over a period of three months. This HDD work for the Proposed Project will maintain a required distance of at least 20 feet below the bottom of the Shelter Island Sound North, and the only potential impacts would be in the event of a frac-out (See Natural Resources section below). The following sections assess the potential construction impacts on individual resource areas, as appropriate.

TRAFFIC

Installation of the new feeder within the Southold Substation property would not result in an impact on traffic since all work would take place on the substation property. The installation of the new feeder under existing roadways within the Town of Southold, Village of Greenport and Town of Shelter Island may impact traffic on these roads temporarily. However, most of the time, traffic would be able to flow in both directions with the use of cones used to shift lanes. Along NYS Route 25 within Southold, one lane may be closed for a limited time and would return to service by the following morning commute time. If this situation were to occur, flagmen would be used to alternate traffic along this road. Along 5th Street in Greenport, work would only take place on one side of the street and no lanes would be closed. The HDD activities at the 5th Street terminus would not impact traffic on 5th Street since the work area and staging area would be located at the terminus of the street. Flaggers would be deployed any time traffic needs to be regulated.

The primary construction traffic and noise impacts will occur only within a limited area of seven (7) blocks (1 block on Front Street and 6 blocks on Fifth Street in Greenport) and only for a limited period of three weeks or less. In the immediate vicinity of construction activity, access to residences and businesses would be temporarily limited, but at no point completely blocked. During work shifts, a worker would be assigned to move protective barriers to allow access to properties. At all times there would be a path for emergency equipment to access all residences and businesses. At completion of all work shifts access would be returned to normal. Each property would be affected for a period of time ranging from ten minutes to one hour. Notifications would be sent in advance to local residences and businesses. It is anticipated that all worker vehicle and truck parking could be accommodated along the Proposed Project route. A maximum of 6 vehicles, including employee and construction vehicles, would be at the site on each work day. Worker vehicles would park only in designated areas, which would be outlined in the Health and Safety Plan (HASP). There would be construction vehicles actively involved with the HDD process, which would be staged within the work zone. Other construction vehicles would be parked in areas as designated in the HASP. Based on the anticipated number of worker vehicles, the temporary increase in traffic would not result in a significant adverse impact on traffic conditions within the Proposed Project area. The HDD work at the 5th Street terminus and North Ferry parking lot would likely require a temporary restriction of public parking thereon. However, since that work will not begin until mid-September, the impact should be limited. Moreover, at both locations, there are no driveways or residential properties. At the 5th Street terminus, the street would be fenced and accessed only by contractors. Coordination with the appropriate authorities would be completed prior to work at this location.

Based on the relatively limited increases in vehicular trips, and anticipated coordination with the appropriate authorities and traffic control implementation in impacted areas, construction activities would not be expected to result in any significant adverse impacts to traffic.

AIR QUALITY

Construction equipment, construction vehicles, construction worker vehicles, as well as dust generated construction activities, generate air pollutant emissions. Diesel-powered engines produce nitrogen oxides (NO_x) and particulate matter (PM). Fugitive dust generated by construction activities is also a source of PM. Finally, gasoline engines produce carbon monoxide (CO) and PM. Overall, the emissions generated during construction of the Proposed Project would not be significant and would not affect New York State Implementation Plans (SIP) for attaining and maintaining National Ambient Air Quality Standards (NAAQS) for the pollutants discussed above, because the localized increases in emissions would be temporary, anticipated to last less than a day at any one location, and would not significantly affect

ambient pollutant levels at sensitive receptor locations (such as residences, schools, and publically accessible open space or recreational areas). Sources of air pollutant emissions and measures that would be taken to reduce those emissions to the extent practicable are described below.

As construction vehicles are not expected to operate on a continuous basis during any day, the air emissions generated by the operation of the construction equipment would not be expected to result in significant air quality impacts. Furthermore, construction activities would involve a relatively modest number of workers and deliveries; therefore the number of construction worker vehicle and truck trips would be small in comparison to existing traffic volumes.

Fugitive dust emissions occur as a result of soil or other fine material transport or transfer operations and traffic over unpaved areas. Actual quantities of emissions depend on the extent and nature of operations, the type of equipment employed, the physical characteristics of the underlying soil, the speed at which construction vehicles are operated, and the type of fugitive dust control methods employed. Appropriate equipment and truck idling reduction, and fugitive dust control measures, such as dust covers and rinsing for trucks, would be employed to minimize emissions. Therefore, with best practices that would be employed to minimize fugitive dust, there would be no potential for a significant adverse impact from the Proposed Project construction.

NOISE AND VIBRATION

Temporary increases in noise and vibration levels during construction of the Proposed Project would result from construction equipment operation, as well as from mobile sources, i.e., trucks and worker vehicles traveling to and from the work site. Noise levels at a given receptor are dependent on the type and number of pieces of construction equipment being operated, the receptor's distance from the work site, and any shielding effects (i.e., from structures such as walls or barriers). Typically in the immediate area, drilling equipment and excavation equipment operate at approximately 85-105 dBA (when the drill is above the ground), which is equivalent to truck traffic. At a distance of approximately 190 feet from the drilling equipment, the noise level would be approximately 52dBA, and at a distance of approximately 386 feet from the drilling equipment the noise level would be approximately 46 dBA. The HDD equipment for the Shelter Island Sound North crossing would be located approximately 175 feet from the nearest residential structure. The closest residential structures to the inland HDD work would be along 5th Street. The residences would be located within 25 to 30 feet from the HDD drilling locations. At these locations the noise generated from HDD and excavation equipment would only decrease slightly, and measures would need to be taken to minimize noise impact, such as the use of noise shields around the equipment and work area.

LIPA is a state authority and is therefore exempt from local ordinances. However, local noise ordinances for the Town of Southold, Village of Greenport and the Hamlet of Shelter Island Heights (which follows the Town of Shelter Island) are as follows:

Town of Southold:

§ 180-6 Standards.

No person shall create or cause to be emitted any noise pollution which when measured on a sound-level meter from the property line of a complaining property owner exceeds the following standards:

A. Sunday through Thursday:

- (1) From 7:00 a.m. to 7:00 p.m., airborne or amplified sound in excess of 65 dBA; and

(2) From 7:00 p.m. to 7:00 a.m., airborne or amplified sound in excess of 50 dBA.

B. Friday and Saturday:

(1) From 7:00 a.m. to 11:00 p.m., airborne or amplified sound in excess of 65 dBA; and

(2) From 11:00 p.m. to 7:00 a.m., airborne or amplified sound in excess of 50 dBA.

§ 180-7 Exceptions.

A. The provisions of §§ 180-5 and 180-6 shall not apply to the following:

(2) Construction activities between 7:00 a.m. through 7:00 p.m. and the associated use of construction devices or the noise produced thereby, provided that such activities and such equipment and their use comply with the other provisions hereof.

Village of Greenport:

Construction.

(1) No person shall operate or permit to be operated any construction device, including but not limited to construction and demolition work, excavating or earthmoving equipment:

(a) Between the hours of 8:00 p.m. and 7:00 a.m. the following day on weekdays or at any time on Sundays or legal holidays, such that the sound therefrom creates unreasonable noise across a residential real property boundary.

(b) At any other time such that the continuous sound-in-air level at or across a real property boundary exceeds eighty (80) dBA for ten percent of the time.

(c) At any other time such that the impulsive sound-in-air has a peak sound pressure level at or across a real property boundary in excess of one hundred thirty (130) dBA.

Hamlet of Shelter Island Heights:

§ 92-4 Unreasonable noise prohibited.

No person shall make, cause, allow or permit to be made any unreasonable noise within the geographical boundaries of the Town or within those areas over which the Town has jurisdiction including the waters and beaches adjacent thereto, abutting or bordering the Town.

§ 92-5 Amplified sound.

A. No person shall operate, use, cause or permit to be operated any device creating amplified sound that produces a sound level measured at or beyond the real property line of the generating property in excess of 50 dB(A)'s.

B. Such sound levels in excess of 50 dB(A)'s shall be relevant in determining unreasonable noise.

In general, it is anticipated that construction of the Proposed Project would result in some increased noise levels for a limited period of time in exceedance of the local ordinances listed above. These exceedances would be minimal and limited in duration. Regardless, minimization measures will be taken to minimize noise as much as possible. These measures include using low noise generating construction equipment, installing additional muffling devices, and minimizing vehicle idle times. Additional measures will be taken to reduce noise in areas with nearby (approximately 25 to 30 feet) residential structures, as well as activities associated with the HDD crossing of the Shelter Island Sound North, which are expected to be continuous during work hours for approximately three months. These measures would include the installation of noise shields around equipment and work areas.

Noise from construction equipment is regulated by the United States Environmental Protection Agency (EPA) noise emission standards. These federal requirements mandate that certain classifications of construction equipment and motor vehicles meet specified noise emission standards and construction material be handled and transported in such a manner as not to create unnecessary noise. PSEG Long Island meets these criteria.

In terms of vibration, for limited time periods, perceptible vibration levels may be experienced at locations immediately adjacent to the construction area. However, the operations that would result in these perceptible vibration levels would be expected to only occur for very short periods of time at any particular location. The anticipated construction equipment is not impact based technology (i.e., it does not require physical pounding of sediments for removal). The Office of Surface Mining Reclamation and Enforcement (OSMRE) allows a peak particle velocity ("PPV") limit (the standard used to measure vibration intensities) for transient vibrations of 0.75 in/sec. At that PPV level, "threshold damage" is defined as "loosening of paint; small plaster cracks at joints between construction elements; lengthening of old cracks," should be prevented. Damage to engineered structures, commercial buildings, buried utilities, or higher levels of damage to residential structures would require significantly higher levels than the criteria stated above. Vibration data from a similar HDD project had a maximum peak vector sum of 0.186 in/sec. Typical HDD equipment vibration emission levels are 0.003 in/sec at 100 feet and 0.012 in/sec at 40 feet for drill rig power units, and 0.010 in/sec at 100 feet and 0.040 in/sec at 40 feet for mud (concrete) pumps. Therefore construction activities associated with the Proposed Project would not result in significant adverse vibration impacts.

LAND USE AND NEIGHBORHOOD CHARACTER

Since the entire length of the cable will be installed underground, there will be no changes to the existing land use or neighborhood character. The Proposed Project will not result in any visual changes. There will be no change in the ability to engage in existing activities. There will be no changes to the neighborhood.

During the period of construction, there will be temporary minor impacts to traffic, driveway access, parking at the 5th Street terminus lot and North Ferry Parking Lot and noise.

Disturbed areas due to open trenching of the road would be backfilled with a binder layer (base layer) and then repaved as per regulatory requirements. For the 5th Street work area, disturbed areas due to trenching and HDD entrance installation would be replaced completely. At the completion of each work day any remaining open trench would be covered. Overall, while construction activities would be evident in close proximity residential and commercial areas, the duration of construction would not result in any significant or long-term adverse impacts on local land use patterns or the character of the nearby area. During construction flag men would be used to prevent residents and visitors from entering into the restricted space near construction equipment.

Entrances/exit pits for HDD on 5th Street (Village of Greenport) and North Ferry Parking Lot (Hamlet of Shelter Island Heights) would be the only ground disturbance as a result of the Greenport to Shelter Island HDD section of the Proposed Project. These pits would be repaved in a discreet manner as to fit the character and look of the existing pavement. On Route 25 near 5th and 6th Streets (near borders of Southold and Greenport), if disturbance occurs outside of paved areas, such as grass or soil, these areas would be restored to original conditions. Overall, while construction activities would be evident in close proximity residential and commercial areas, the duration of construction would not result in any significant or long-term adverse impacts on local land use patterns or the character of the nearby area. During construction the HDD entry and exit point areas would be fenced off from the public use, with access only being granted to the contractor and other personnel associated with the Proposed Project.

CULTURAL RESOURCES

ARCHAEOLOGICAL RESOURCES

Based upon a review of NYS Cultural Resource Information System database, portions of the Proposed Project in Greenport and Shelter Island Heights fall within the buffer of a previously identified archaeological resource, and are designated as “archaeological sensitive zones.” However, all terrestrial areas of ground disturbance associated with the Proposed Project fall within the right-of-way of existing paved roads and paved utility easements. The Shelter Island Sound North would be crossed via horizontal directional drilling. Because it is likely that the entire terrestrial area of potential effects has been previously disturbed, the Proposed Project is very unlikely to result in any adverse effect upon archaeological resources.

Discussion with the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) was initiated in August 2016. Notification of the project was officially submitted to State Historic Preservation Office (SHPO) on March 30, 2017. In the event that human remains or identifiable archaeological resources are found during construction, it is recognized by the applicant that consultation with the OPRHP and other authorities is necessary and that additional studies may be required prior to the continuation of construction or during construction.

ARCHITECTURAL RESOURCES

The Proposed Project would have no physical impact on any buildings or structures aside from utility poles. The Proposed Project’s only permanent above-ground construction elements are aboveground cables and risers, located at each end of the proposed route, connected to existing overhead utility poles. One below-ground portion of the underground cable would pass through the Shelter Island Historic District (NR91NR00163), and another below-ground portion would pass within one half (0.5) mile of the Greenport Union School (USN10368.000881). As part of the proposed Shelter Island Land Feeder Cable Route, the underground cable would connect to existing new utility riser pole, Pole #3.5. The newly installed pole would be similar in height and material as nearby existing poles within the same right-of-way. Additionally, two poles along North Ferry Road (east of its intersection with Chase Avenue), would be relocated to approximately 30 feet east of their current locations to remain within the existing utility right-of-way. Therefore, the Proposed Project has no potential to cause a visually adverse impact on historic architectural resources.

NATURAL RESOURCES

As discussed in Attachment C, “Natural Resources,” construction of the Proposed Project would not result in significant adverse impacts to natural resources. Groundwater within the Proposed Project area is

used as a drinking water source. Drilling and excavation activities related to the installation of the cable on land for the Southold/Greenport portion of the Proposed Project is not expected to impact the water supply, because as almost all of the excavation activity will be shallow and would not directly impact the water table. In the area of Shelter Island Heights however, drilling pit excavations and drilling would encounter the shallow water table. However, this is not anticipated to have adverse impact as the duration of HDD activities are temporary in nature (3 – 4 weeks) and would occur during the winter months when pumping rates are historically lower than during the summer months, thus reducing the potential for salt water intrusion.

The distribution structures would be underground through the upland areas and would be installed via HDD technologies in the open water areas. These configurations would not increase the potential for property damage caused by flooding. Since all areas of disturbance are temporary and would be returned to original grade, there would be no permanent change in topography within the designated floodplains. No impacts to the floodplains or to other upstream/downstream properties are expected from the operation of the distribution facilities. Therefore, operation of the Proposed Project would not result in significant adverse impacts to flood levels, flood risk, or the flow of flood waters on the Proposed Project site or within the Project vicinity.

The Proposed Project is not located within NYSDEC-mapped wetlands. Portions of the work are located within NYSDEC-designated tidal and freshwater wetlands adjacent areas, as discussed in Attachment C: Natural Resources and as shown in Figure 3 – Site Location/Wetlands Map. In addition, the Proposed Project is located within existing asphalt roadways in these locations and no permanent impacts to the wetlands or adjacent areas would occur. Similarly, the USACE Request for Jurisdictional Determination concludes that NWI wetlands identified along the Proposed Project route would not be impacted due to the installation of the facilities within existing asphalt roadways and via HDD technologies. In addition, by remaining within asphalt roadways and using HDD technologies, the Proposed Project would avoid impacts to terrestrial ecological communities and vegetation. Construction activities would not eliminate or significantly impact any high quality or valuable habitat for wildlife, and would not adversely affect the few urban-adapted species that may occur in the study area. As discussed in Attachment C, no federal- or state-listed endangered, threatened, and special concern species, or significant habitats are considered to have the potential to occur within the Proposed Project area. Therefore, construction of the Proposed Project would not result in any significant adverse impact to threatened, endangered, and special concern species and significant habitats or any other natural resources.

As previously indicated, the project impact area is located beneath shellfish habitat. Although the project will not directly impact this habitat, if loss of drill pressure and sediment release occurs (i.e., “frac-out”), there is potential that the project could impact shellfish habitat. In particular, bentonite clay, which is used in HDD, could impact shellfish beds if released into the environment. Analysis on the potential impacts from frac-out revealed that fine sediment, such as bentonite clay, could potentially reduce light available to shellfish and ultimately would result in smothering of individuals in the sediment bed. It is noted that in high velocity environments (such as in the open area of Shelter Island Sound North), that the likelihood for smothering is reduced due to the rapid movement of water preventing the settling of sediment. Research also indicates that should smothering occur, reestablishment of the population would begin within hours of the event, and full recovery of the population would most likely be achieved within one year.

Installing the cable underneath the Sound bottom has a limited potential to cause a frac-out, which is the inadvertent release of drilling fluids/mud (water/bentonite mixture) to the surface during construction that occurs due to a large increase in pressure within the borehole. The drilling fluid would push through the

sediment at the bottom of the Sound, which ranges from 20 – 120 feet in thickness. The potential for a frac-out to occur is minimal. If a frac-out occurs, sediment will be disturbed and will mix with the drilling fluid. The floating sediment and drilling fluid could be carried away by tidal movement, but also could have the potential to settle as a thin layer over shell fish beds. This could adversely impact shell fish harvesting that season, but there would not be any adverse impact continuing into future seasons.

In order to minimize the limited potential for frac-out adverse impacts, a HDD Frac-Out Contingency Plan (Appendix E) has been prepared which requires continuous monitoring of HDD for frac-out warnings and identifies immediate response actions to prevent a potential frac-out. The Frac-Out Contingency Plan also requires the availability of equipment and materials to undertake specified actions to mitigate impacts if a frac-out does occur.

As research demonstrates that should populations be smothered, recovery is likely to occur on a short time scale, that smothering is unlikely due to the currents and water velocity present in the shellfish beds above the project impact area, and as a frac-out contingency plan is in place, impacts to shellfish species as a result of the Proposed Project are anticipated to be minimal.

HAZARDOUS MATERIALS

During proposed underground cable and conduit installations via open trenching and using HDD technologies, contractor(s) and PSEG Long Island personnel would observe related excavation activities to determine the potential for contaminated soils. Project personnel would determine the potential for contaminated soils through indicators such as presence of free product, stained soils, and oil or chemical odors. All contractors involved in the construction of the Proposed Project would be required to submit an acceptable Health and Safety Plan (HASP) to PSEG Long Island prior to construction.



Excavation activities and installations associated with the Proposed Project may increase pathways for human exposure. The contractor would be required to remove and dispose of any contaminated soils it identifies in accordance with all applicable laws and regulations, and such measures would avoid or eliminate pathways for human exposure. Therefore, the Proposed Project construction would not result in a significant adverse impact on the environment due to hazardous materials.

Appendix A

Photo Location Map and Photo Log



Legend

-  Photo Location
-  Greenpoint - Shelter Island Route

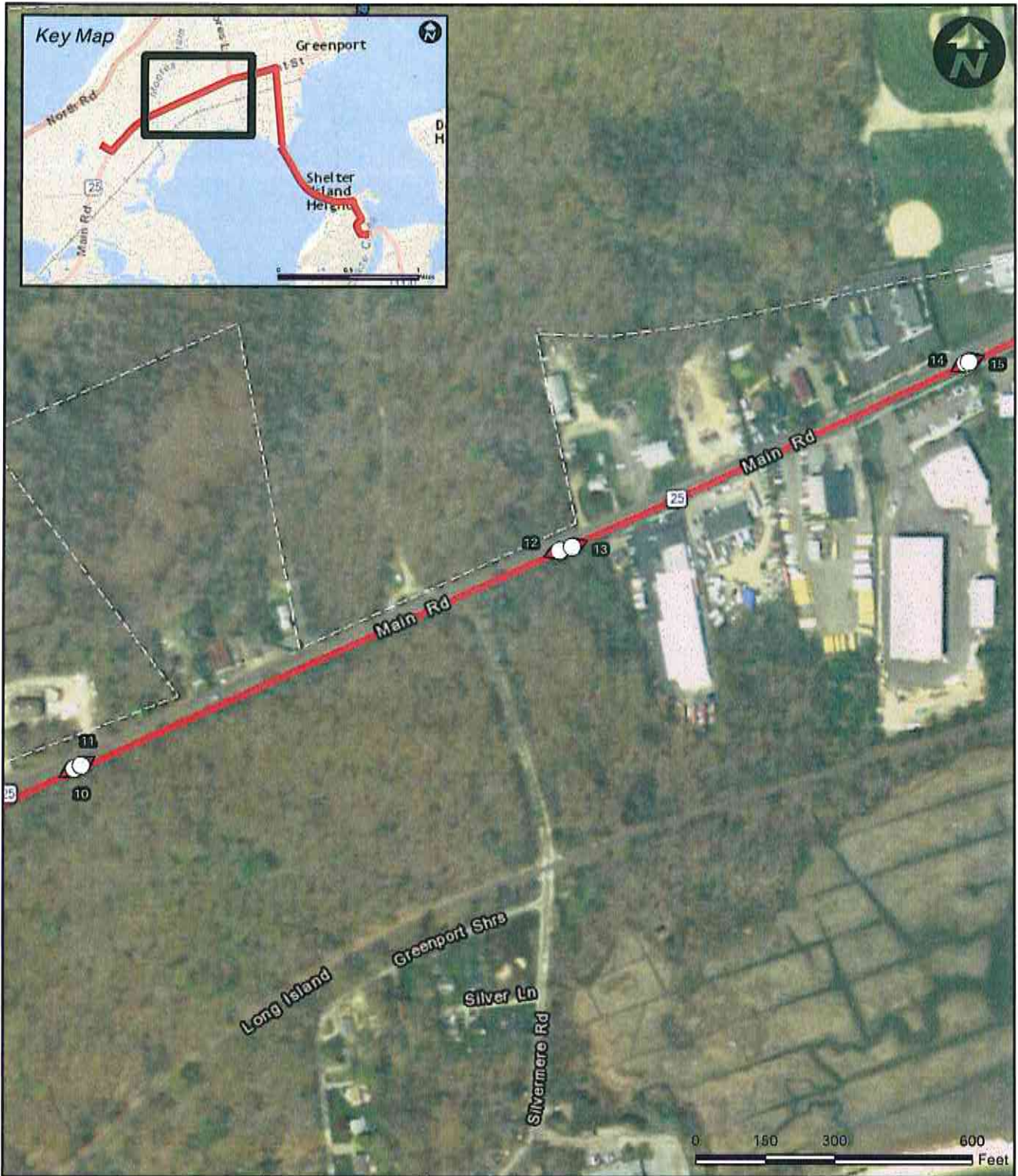


07A MOUNTAIN BOULEVARD EXT.
 P.O. BOX 4039
 WARREN, NEW JERSEY 07059
 PHONE: (732) 580-9700



PHOTO LOCATION MAP
PSEG - Long Island
 Greenport To Shelter Island
 Town of Southold, Town of Shelter Island
 and Village of Greenport
 Suffolk County, New York

Source:
 Esri, World Imagery, 2015

| | | |
|--------------|------------------|-----------------------------|
| Drawn By: ML | Scale: 1" = 300' | Project No. 01315.0415 |
| Chk'd By: CK | Date: 8/11/2016 | Figure No. A1 (Page 1 of 5) |



Legend

-  Photo Location
-  Greenpoint - Shelter Island Route



67A MOUNTAIN BOULEVARD EXT.
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PHOTO LOCATION MAP
PSEG - Long Island
Greenport To Shelter Island
Town of Southold, Town of Shelter Island
and Village of Greenport
Suffolk County, New York

Source:
 Esri, World Imagery, 2015

Drawn By: ML

Scale: 1" = 300'

Project No. 01315.0415


Chk'd By: CK

Date: 8/11/2016

Figure No. A1 (Page 2 of 5)



Legend

-  Photo Location
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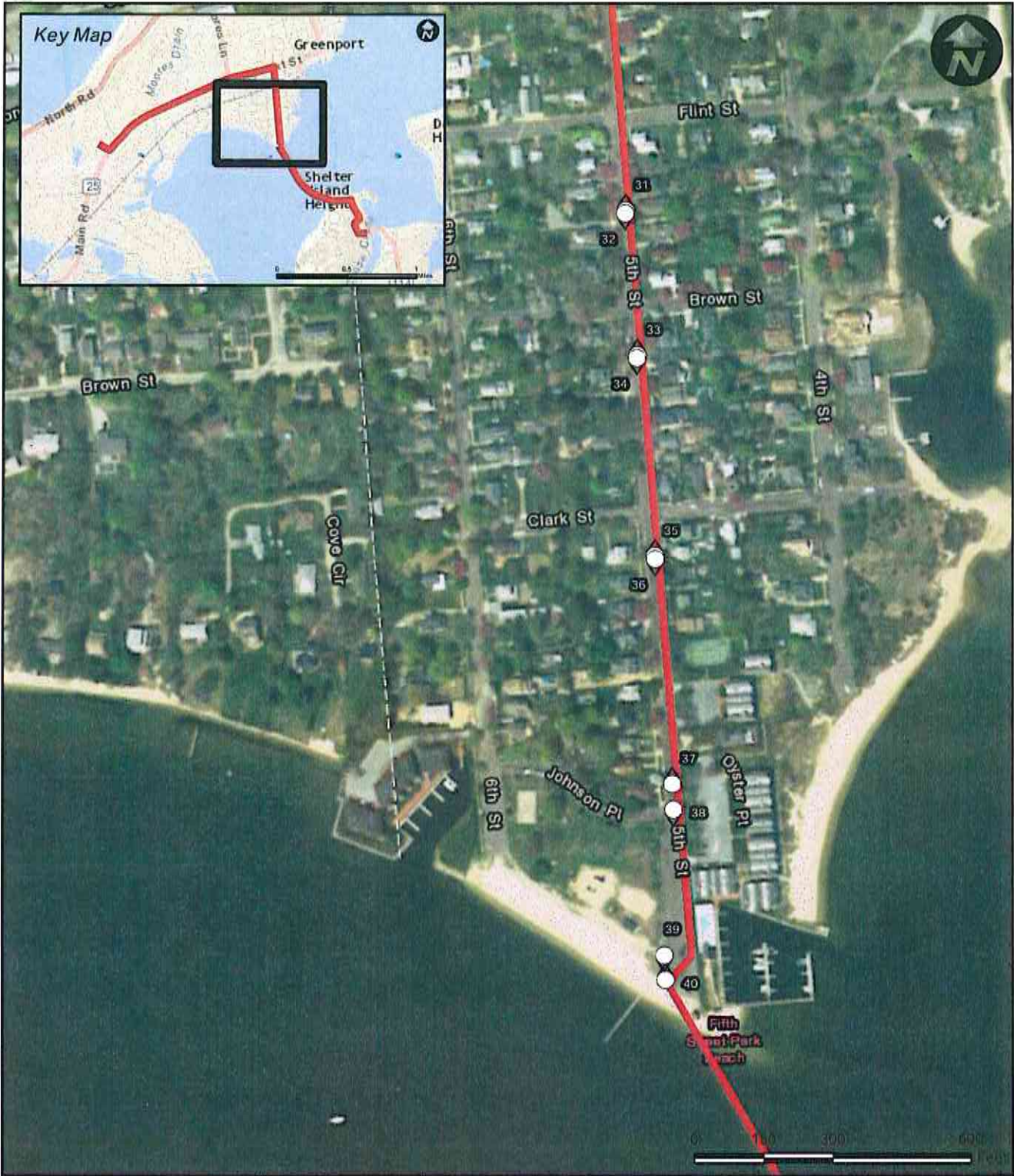
Project No. 01315.0415

Chk'd By: CK



Date: 8/11/2016

Figure No. A1 (Page 3 of 5)

Source:
 Esri, World Imagery, 2015



Legend

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Suffolk County, New York

Source:
 Esri, World Imagery, 2015

Drawn By: ML

Scale: 1" = 300'

Project No. 01315.0415



Chk'd By: CK

Date: 8/11/2016

Figure No. A1 (Page 4 of 5)



Legend

-  Photo Location
-  Greenpoint - Shelter Island Route



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PHOTO LOCATION MAP
PSEG - Long Island
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Town of Southold, Town of Shelter Island
and Village of Greenport
Suffolk County, New York

| | | | |
|--------------------------------------|--------------|------------------|----------------------------|
| Source: Esri, World Imagery, 2015 | Drawn By: ML | Scale: 1" = 300' | Project No. 01315.0415 |
| | Chk'd By: CK | Date: 8/30/2016 | Figure No. 1 (Page 5 of 5) |

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 1 – View looking northwest towards Southold Generating Station.



Photo 2 – View looking south towards Route 25.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 3 – View looking northeast on Route 25.



Photo 4 – View looking southwest on Route 25.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 5 – View looking northeast on Route 25.



Photo 6 – View looking west-southwest on Route 25; adjacent to St. Peter's Lutheran Church.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 7 – View looking north on Route 25; adjacent to unlisted wetland.



Photo 8 – View looking east on Route 25.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 9 – View looking south on Route 25; adjacent to surface water feature.



Photo 10 – View looking west-southwest on Route 25; adjacent to New York State DOT yard.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 11 – View looking east-northeast on Route 25; adjacent to New York State DOT yard.



Photo 12 – View looking west-southwest on Route 25.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 13 – View looking east-northeast on Route 25.



Photo 14 – View looking west-southwest on Route 25.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 15 – View looking east-northeast on Route 25.



Photo 16 – View looking west on Route 25.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 17 – View looking east on Route 25.



Photo 18 – View looking west on Route 25; adjacent to Greenport High School.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 19 – View looking north on Route 25; adjacent to Greenport High School.



Photo 20 – View looking east on Route 25; adjacent to Greenport High School.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 21 – View looking west on Route 25.



Photo 22 – View looking east on Route 25.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 23 – View looking west on Route 25; adjacent to Bartlett House Inn.



Photo 24 – View looking northeast on Route 25; adjacent to Bartlett House Inn.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 25 – View looking north on Fifth Street.



Photo 26 – View looking south on Fifth Street.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 27 –View looking north on Fifth Street.



Photo 28 – View looking south on Fifth Street.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 29 – View looking north on Fifth Street.



Photo 30 – View looking south on Fifth Street.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 31 – View looking north on Fifth Street.



Photo 32 – View looking south on Fifth Street.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 33 – View looking north on Fifth Street.



Photo 34 – View looking south on Fifth Street.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 35 – View looking north on Fifth Street.



Photo 36 – View looking south on Fifth Street.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 37 – View looking north on Fifth Street.



Photo 38 – View looking south on Fifth Street.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 39 – View looking north on Fifth Street; adjacent to Village of Greenport park.



Photo 40 – View looking south towards Shelter Island Sound North; are is the proposed location of drill pit.

PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log



Photo 41 – View looking northwest towards Shelter Island Sound North from ferry parking lot.



Photo 42 – View looking west towards Shelter Island Ferry parking lot.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 43 – View looking east on Summerfield Place; adjacent to Shelter Island Ferry parking lot.



Photo 44 – View looking west on Summerfield Place towards Shelter Island Sound North.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 45 – View looking east on Summerfield Place.



Photo 46 – View looking southeast on Chequit Avenue towards Clinton Avenue.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 47 – View looking south on Clinton Avenue; adjacent to village tennis courts.



Photo 48 – View looking south on Clinton Avenue.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 49 – View looking southeast at the intersection of Clinton Avenue and Cedar Avenue.



Photo 50 – View looking south on Cedar Avenue.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**



Photo 51 – View looking north on Cedar Avenue.



Photo 52 – View looking north on Cedar Avenue.

**PSEG Long Island
Greenport to Shelter Island New 13kV Underground Feeder Cable Project
Photo Log**

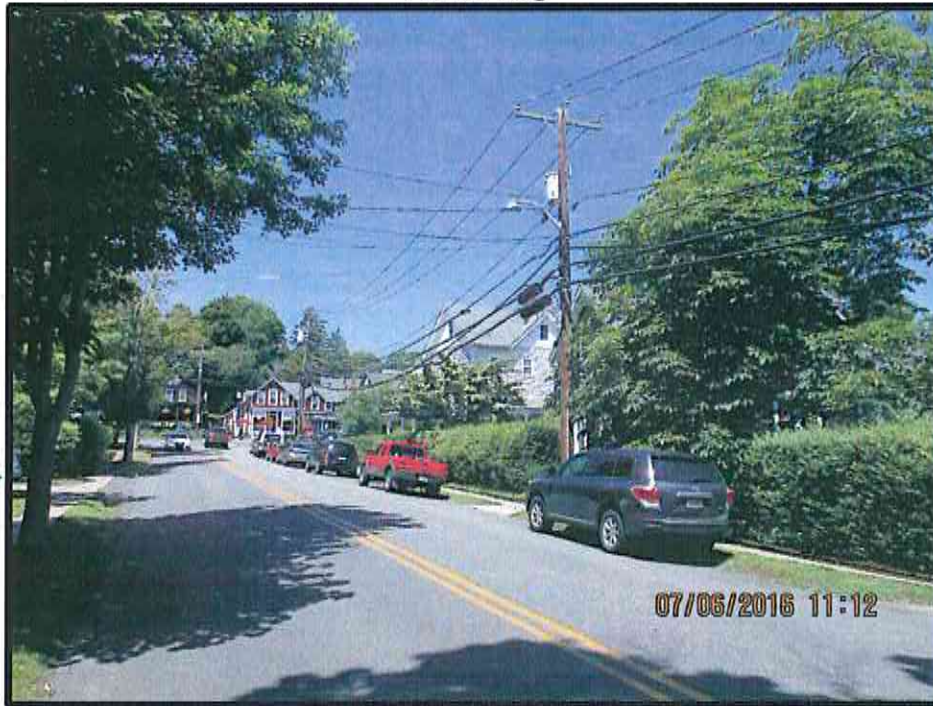


Photo 53 – View looking west on Chase Avenue towards proposed pole for riser installation.

Appendix B

Municipal Policy Consistency Review

Proposed Southold to Shelter Island New 13kV Underground Cable Feeder Project

As part of the evaluation of public policy in support of the Environmental Assessment (EA) for the proposed Southold to Shelter Island New 13kV Underground Cable Feeder Project (Proposed Project), a review of relevant local municipal comprehensive plans that affect the Proposed Project was conducted. This review included the *Town of Southold Comprehensive Plan*, *Village of Greenport Harbor Master Plan*, and *Village of Greenport Local Waterfront Revitalization Program Update*, *Town of Shelter Island Comprehensive Plan*, *Town of Shelter Island Open Space Plan*, and *Town of Shelter Island Watershed Management Plan*. Below, are the policies and goals contained in these plans that are applicable to the Proposed Project.

1.0 Town of Southold

The draft Comprehensive Plan for the Town of Southold guides the development of the community and provides the rationale for zoning and other land use regulations found in the Town Code. The Town of Southold is in the process of updating its Comprehensive Plan as part of the “Southold 2020” initiative. As of March 2017, nine of the thirteen chapters have been released in draft form with the remaining chapters scheduled to be released as an initial draft and/or final draft between March 2017 and December 2017. The adoption of the new Comprehensive Plan, after the public comment period, is expected by December 2018.

The draft Comprehensive Plan currently identifies thirteen goals for Southold to attain through the implementation of planning and policy initiatives.

Goal No. 3 of the Comprehensive Plan is to “Retain and Advance the Business of Agriculture”. Agricultural uses are addressed in Draft Agriculture Chapter (dated June 20, 2012).

According to this chapter, agriculture and related businesses combined are in the top five economic drivers of the local economy. Primarily from vineyards, vegetables & fruits, and nursery/greenhouses. Since the Proposed Project is located underneath an established paved roadway, it does not cross or fragment any agricultural lands in the Town of Southold.

Goal No. 4 of the Comprehensive Plan is to “Continue to Preserve Farmland and Open Space”. Open space is addressed in the Draft Parks and Recreation Chapter (dated December 20, 2011).

According to this chapter, the Town of Southold offers numerous recreational opportunities on its lands and waters. Since the Proposed Project is located underneath an established paved roadway, it does not cross or fragment any open space or recreational lands in the Town of Southold.

Goal No. 5 of the Comprehensive Plan is to “Protect and Enhance the Natural Resources and Environment of the Town.” This is addressed in the Draft Natural Resources and Environment Chapter (dated July 31, 2013).

According to this chapter, natural resources on the Town of Southold are very diverse as the town is flanked by the estuaries Long Island Sound and the Peconic Estuary. The Proposed Project would cross through the Significant Coastal Fish & Wildlife Habitat named Pipes Cove Creek and Moore’s Drain located in Southold/Greenport (NYSDOS, 2005 & 2016). This habitat is one of the largest saltwater/freshwater wetland complexes on Long Island. The Proposed Project would cross through a small mapped portion of this habitat within Main Road. However, the Proposed Project is located underneath existing roadway and by employing the appropriate soil erosion and sediment control measures during construction; PSEG LI would avoid impacts to the water quality of this sensitive resource.

Goal No. 7 of the Comprehensive Plan is to “Protect the Character of the Town”. Community character is addressed in the Draft Community Character Chapter (dated September 27, 2011). The primary goals of this chapter are to protect the scenic resources (ie: visual impacts), cultural resources, and natural heritage of the Town of Southold.

Since the Proposed Project is located underneath an existing within the Town of Southold, it would have no physical effect on scenic or cultural resources or the impact the natural heritage of the Town of Southold. The Proposed Project also has no potential to cause a visually adverse effect upon these resources.

2.0 Village of Greenport

1) Harbor Master Plan –

The Village of Greenport prepared a Harbor Master Plan that provides an inventory of existing harbor facilities and boatyards used for commercial and recreational vessels. The Southold – Shelter Island Cable Proposed Project would not inhibit any of the active harbors, vessel usage, or the recommended capital projects because it is located underneath existing paved surfaces and underneath the Shelter Island Sound North.

2) Local Waterfront Revitalization Program –

The Village of Greenport Local Waterfront Revitalization Program (LWRP) Update is a continuation of the town's ongoing efforts to define a vision for the Village that maintains its quality of life for its residents while promoting the beneficial use of the Village's waterfront resources.

The Southold – Shelter Island Cable Proposed Project is located within the Coastal Area Boundary as shown on Map 2 of the LWRP. The LWRP (Exhibit 7) shows the land use zoning adjacent to the Proposed Project area as One and Two Family Residential (R-2), One Family Residential (R-1), and Waterfront Commercial (W-C). In general, the R-1 District limits permitted uses to single-family detached dwellings and municipal facilities, while the R-2 District permits two-family dwellings. The R-1 and R-2 Districts adjacent to the Proposed Project are predominantly made up of single-family detached dwellings. The W-C District includes areas developed with water-dependent commercial and recreational uses. The area designated as W-2 adjacent to the Proposed Project includes part of the Oyster Point Condo development and a marina. No other portion of the Southold – Shelter Island Cable Proposed Project is within an LWRP.

The LWRP outlines forty-four Waterfront Revitalization Program Policies focusing on development, fish and wildlife, flooding and erosion hazards, general policies, public access, recreation, historic and scenic resources, architectural resources, agricultural lands, energy and ice management, and water and air resources. Policies applicable to the Proposed Project within the Village of Greenport are as follows:

Development Policies

Policy 1: Restore, revitalize, and redevelop deteriorated and underutilized waterfront areas for commercial, industrial, cultural, recreational, and other compatible uses.

The Proposed Project would be located underneath existing roadways and PSEG LI rights-of-way in upland areas. The Proposed Project is compatible with the existing uses adjacent to the project area, and would not hinder the ability to restore, revitalize, and redevelop waterfront properties. Accordingly, the Proposed Project is consistent with this policy.

Village of Greenport Policy 1A: Revitalize Greenport's Waterfront Area by redeveloping deteriorated/underutilized properties and building for appropriate commercial and recreational uses.

The Proposed Project would not affect deteriorated or underutilized properties in the Village of Greenport. The Proposed Project is adjacent to an area characterized as W-C that contains a marina as well as an area characterized as R-1 that contains open space. The Proposed Project would be constructed underneath 5th Street, an existing paved roadway, and would not affect the present conditions nor the future development potential of the adjacent marina or open space. Accordingly, the Proposed Project is consistent with this policy.

Policy 2: Facilitate the siting of water-dependent uses and facilities on or adjacent to coastal waters.

The proposed underwater cable would avoid impacts to water-dependent uses and facilities on or adjacent to the Shelter Island Sound North. Accordingly, the Proposed Project is consistent with this policy.

Fish and Wildlife Policies

Policy 7: Significant coastal fish and wildlife habitats will be protected, preserved, and where practical, restored so as to maintain their viability as habitats.

The Proposed Project is located underneath existing roadway and employing the appropriate soil erosion and sediment control measures during construction, PSEG LI would avoid impacts to coastal fish and wildlife habitats. In addition, by utilizing horizontal directional drilling (HDD) to advance the cable from Greenport to Shelter, aquatic habitats would not be affected. Accordingly, the Proposed Project is consistent with this policy.

Policy 8: Protect fish and wildlife resources in the coastal area from the introduction of hazardous wastes and other pollutants which bio-accumulate in the food chain or which cause significant sublethal or lethal effect on those resources.

During HDD activities associated with the Proposed Project, a non-hazardous mixture of bentonite and water would be used as a drilling fluid, and therefore the project would not require the storage of any amount of hazardous substances within the coastal zone. Accordingly, the Proposed Project is consistent with this policy.

Village of Greenport Policy 10A: Encourage the development of new, or expanded commercial fishing facilities in Greenport, and protect existing commercial facilities from encroachment by potentially conflicting land uses.

The Proposed Project is not located near the commercial fishing facilities in the Village of Greenport. The horizontal directional drill (HDD) crossing would be installed within three new at a variable target depth between 20 feet to 120 feet underneath the bottom of the Shelter Island Sound North. The HDD entry point in Greenport is located approximately 75 feet inland of the Shelter Island Sound North, and the HDD exit point in Shelter Island is located approximately 100 feet inland. Both the HDD entry and exit points are located within paved parking lot areas. Accordingly, the Proposed Project would avoid impacts to commercial fishing activities and the Proposed Project is consistent with this policy.

Flooding and Erosion Hazard Policies

Policy 11: Buildings and other structures will be sited in the coastal area so as to minimize damage to property and the endangering of human lived caused by flooding and erosion.

According to FEMA Flood Maps 36103C0159H, 36103C0157H, 36103C0176H, and 36013C0178H, the Proposed Project would pass through areas of special flood hazard (FEMA, 2016). The transmission structures would be underground through the upland areas and would be installed via HDD in the open water areas. These configurations would not increase the potential for property damage caused by flooding. There would be no permanent change in topography within the designated floodplains. No impacts to the floodplains or to other upstream/downstream properties are expected from the construction and operation of the transmission facilities. Accordingly, the Proposed Project is consistent with this policy.

Policy 12: Activities or development in the coastal area will be undertaken so as to minimize damage to natural resources and property from flooding and erosion by protecting natural protective features including beaches, dunes, barrier islands and bluffs.

The structures required for the Proposed Project are located underneath existing, previously disturbed roadways. Damage and erosion to the beaches within the Proposed Project area would be avoided via HDD installation. This HDD crossing

boring entry would be located at the terminus of 5th Street in the Village of Greenport and the boring exit would be located at the North Ferry Parking Lot in Shelter Island. No dunes, barrier islands, or bluffs are located in the Proposed Project area. Accordingly, the Proposed Project is consistent with this policy.

Policy 14: Activities and development, including the construction or reconstruction of erosion protection structures, shall be undertaken so that there will be no measurable increase in erosion or flooding at the site of such activities or development, or at other locations.

The construction and operation of the Proposed Project would not increase erosion or flooding on or off the existing and proposed right-of-way. PSEG LI would employ the appropriate soil erosion and sediment control measures during construction of the Proposed Project to prevent erosion both on the construction site itself and on adjacent undisturbed areas, as well as to prevent environmental degradation and prevent erodible soils from entering wetlands and water bodies. Adherence to the best management practices for soil erosion and sediment control would prevent an increase in the potential for erosion or flooding from the Proposed Project and promote consistency with this policy. Accordingly, the Proposed Project is consistent with this policy.

General Policy

Policy 18: To safeguard the vital economic, social and environmental interests of the State and of its citizens, proposed major actions in the coastal area must give full consideration to those interests, and to the safeguards which the state has established to protect valuable coastal resource areas.

The explanation of the policy points out that “actions must take into account the social, cultural, economic and environmental” public interests in matters affecting “natural resources, water levels and flows, shoreline damage, hydro-electric power generation, and recreation.” As described throughout this consistency assessment and the environmental analyses prepared for the Proposed Project, the Proposed Project has been sited and designed, and would be constructed and operated in a manner that safeguards coastal resources and the environment. No dredging within the Shelter Island Sound North would be required. Existing water quality within the Shelter Island Sound North would be maintained and aquatic resources would not be adversely affected. Existing land uses within the coastal zone would not be adversely affected. Accordingly, the Proposed Project is consistent with this policy.

Public Access Policies

Policy 19: Protect, maintain, and increase the level and types of access to public water-related recreation resources and facilities.

Access to the waterfront at the terminus of 5th Street in the Village of Greenport would be temporarily affected only during construction of the Proposed Project, which is scheduled to occur during cold weather months to avoid impeding the primary public use. Existing access to public water-related recreation resources and facilities would not be affected during operation of the Proposed Project. Accordingly, the Proposed Project is consistent with this policy.

Policy 20: Access to the publicly-owned foreshore and to lands immediately adjacent to the foreshore or the waters edge that are publicly-owned shall be provided, and it shall be provided in a manner compatible with adjoining uses.

Access to the publicly-owned foreshore and to lands immediately adjacent to the foreshore or the waters edge that are publicly owned would be provided during both construction and operation of the Proposed Project in that lateral access to the shoreline would not be impeded, with the exception of the shoreline adjacent to the HDD entry location. The cable would cross under the foreshore and the area held in the public trust using HDD technology. Access to areas upland of the foreshore within an existing roadway and parking lot would be temporarily affected during construction of the Proposed Project; however, access would not be affected permanently during the operational phase of the Proposed Project. Accordingly, the Proposed Project is consistent with this policy.

Historic and Scenic Resources Policies

Policy 23: Protect, enhance and restore structures, districts, areas or sites that are of significance in the history, architecture, archaeology or culture of the State, its communities, or the Nation.

Archaeological Resources

Based upon a review of NYS Cultural Resource Information System database, portions of the Proposed Project in Greenport fall within the buffer of a previously identified archaeological resource, and are designated as “archaeological sensitive zones.” However, all terrestrial areas of proposed ground disturbance associated with the Proposed Project are located underneath existing paved roadways, and the Shelter Island Sound North would be crossed via horizontal directional drilling.

A below-ground portion passes within one half mile of the Greenport Union School (USN10368.000881). The Proposed Project has no potential to cause a visually adverse effect upon historic architectural resources. The Proposed Project would have no physical effect on any buildings or structures.

Additionally, PSEGLI’s cultural resource consultant has initiated discussion with the Office of Parks Recreation and Historic Preservation (OPRHP) in order to

facilitate OPRHP's understanding of these issues. In the event that human remains or identifiable archaeological resources are found during construction, it is recognized by the applicant that consultation with the OPRHP and other authorities would be necessary and that additional studies may be required prior to the continuation of construction or during construction. Accordingly, the Proposed Project is consistent with this policy.

Energy and Ice Management Policies

Policy 27: Decisions on the siting and construction of major energy facilities in the coastal area will be based on public energy needs, compatibility of such facilities with the environment, and the facility's need for a shorefront location.

The Proposed Project would be a critical improvement to PSEG LI's local electric transmission and distribution systems. The upland portions of the Proposed Project are located underneath existing roadways to accommodate routing constraints and to promote compatibility with the surrounding uses and natural environment. The facility requires a shorefront location to cross the Shelter Island Sound North to connect from Greenport to Shelter Island. Accordingly, the Proposed Project is consistent with this policy.

Policy 33: Best management practices will be used to ensure the control of storm water runoff and combined sewer overflows draining into coastal waters.

PSEG LI is developing a Project-specific best management practices to manage storm water runoff and to prevent it from draining to coastal waters. However, for the installation of the proposed transmission facilities, surfaces would be restored upon the completion of construction activities, and as a result, the management of stormwater along the proposed transmission route would remain unchanged. Accordingly, the Proposed Project is consistent with this policy.

Policy 35: Dredging and dredge spoil disposal in coastal waters will be undertaken in a manner that meets existing state dredging permit requirements, and protects significant fish and wildlife habitats, scenic resources, natural protective features, important agricultural lands and wetlands.

PSEG Long Island would install the submarine cable using HDD technology and dredging would not be required in coastal waters. Drilling fluids would be disposed of in accordance with all applicable state and federal regulations. Accordingly, the Proposed Project is consistent with this policy.

Policy 37: Best management practices will be utilized to minimize the non-point discharge of excess nutrients, organics and eroded soils into coastal waters.

In accordance with New York State Department of Environmental Conservation (NYSDEC) guidelines, PSEGLI would implement best management practices during construction and operation of the transmission facilities to avoid discharge of pollutants to the Shelter Island Sound North due to nonpoint source rainfall runoff. The NYSDEC's State Pollutant Discharge Elimination System General Permit for Storm Water Discharges from Construction Activities is not required for this Proposed Project. Accordingly, the Proposed Project is consistent with this policy.

Policy 38: The quality and quantity of surface water and groundwater supplies will be conserved and protected, particularly where such waters constitute the primary or sole source of water supply.

The Proposed Project is located above the Nassau-Suffolk Sole Source Aquifer (NYSDEC, 2015). Construction and operation of the Proposed Project would not affect the quality or the quantity of surface water or groundwater supplies. Accordingly, the Proposed Project is consistent with this policy.

Policy 39: The transport, storage, treatment and disposal of solid wastes, particularly hazardous wastes, within coastal areas will be conducted in such a manner so as to protect groundwater and surface water supplies, significant fish and wildlife habitats, recreation areas, important agricultural land, and scenic resources.

A minimal amount of solid waste would be generated during construction and maintenance of the proposed transmission line. Waste would be recycled, reused, or salvaged to the extent practicable. Solid waste would be stored on-site temporarily prior to disposal. Potentially hazardous wastes would be separated from normal waste prior to disposal. All solid and hazardous waste from the site would be removed by licensed contractors and disposed of at approved facilities. No solid waste or hazardous wastes would be dumped or discharged into the adjacent coastal environment, and thus would not impair ecological, recreational, agricultural or scenic values. These measures would ensure that the Proposed Project would be consistent with this policy.

Policy 44: Preserve and protect tidal and freshwater wetlands and preserve the benefits derived from these areas.

PSEG LI prepared a Request for Jurisdictional Determination for the United States Army Corps of Engineers. The Request for Jurisdictional Determination concludes that wetlands identified along the Proposed Project route are located outside of the Proposed Project limit of disturbance and would not be impacted by the Proposed Project. Accordingly, the Proposed Project is consistent with this policy.

3.0 Town of Shelter Island

1) Comprehensive Plan –

The Comprehensive Plan for the Town of Shelter Island is the statement of visions and intentions for Shelter Island and is based on community input received from public forums and studies conducted between 1991 and 1993. This plan contains 60 goals in the following categories: Overall Goals and Objectives (5); Natural Resources (9); Cultural Resources (7); Land Use, Zoning and Open Space (20); Housing (3); Economic Development (6); Transportation (5); and Community Facilities (6). Further, the goals and objectives of the Comprehensive Plan are for “Shelter Island to remain a relatively stable homestead community for people living in those homes year round, year round with a gap in the winter, summers plus weekends, or just summers.”

As the summer populations on Shelter Island can increase to 4-5 times from winter populations, maintaining a reliably utility network is paramount for a stable housing stock and area businesses. The Proposed Project

The intent of the five (5) goals outlined in Overall Goals and Objectives section of the plan promote the protection of the quantity and quality of groundwater. Since the Proposed Project would not require the use of groundwater during construction or after the completion of the project, there would be no impacts to groundwater in Shelter Island. Accordingly, the Proposed Project is consistent with these goals.

The intent of the nine (9) goals outlined in the Natural Resources section of the plan are to “assure that human activity on Shelter Island is managed in a way sustainable into an indefinite future without destruction of critical environmental assets.” Since the Proposed Project would be constructed underneath existing paved roadways, there would be no impacts to natural resources in Shelter Island. Accordingly, the Proposed Project is consistent with these goals.

The intent of the seven (7) goals outlined in the Cultural Resources section of the plan “is the preservation of archaeological and cultural resources in order protects linkages between the Town’s history and its present life, in order to improve community self-understanding, to strengthen the sense of community, and to protect Shelter Island’s special character. A further goal is the protection of the Island’s small-town community and way of life, its rural character, and the natural resources which support those qualities. This requires continued matching of the use of land to the land’s natural and visual qualities, and protections of critical visual assets, including scenic views from roads and coastal view corridors.” Since the entirety of the Proposed Project would be constructed underneath existing paved roadways, with the exception of the new riser pole that would be installed on Chase Avenue, there would be no impact to archaeological and

cultural resources, visual impacts, or change of character within Shelter Island. Accordingly, the Proposed Project is consistent with these goals.

The intent of the twenty (20) goals outlined in the Land Use, Zoning and Open Space section of the plan are to “Guide inevitable change so that the most important qualities of Shelter Island are maintained. In doing that, respect of the interests of both those whose livelihoods are based on Shelter Island and those whose incomes are drawn from other sources. Accomplish guidance with as little change in the content of public rules as necessary, since many have made commitments in reliance on those rules. Assure that the Island’s scarce resources of land and water are not wholly preempted by development in the next generation, but rather so that potential for growth is reserved for later generations, as well. Assure that adequate open space is permanently reserved to provide balance in the Island’s environment, and to help accomplish the above goals. That means protection for location of special importance because of their resources value or visual contribution; avoidance of development where impacts on water resources or other natural systems would be destructive; and sufficient acreage to assure that limits to sustainable capacity of the island or any of its subareas, as may later be determined, would not be exceeded, without reliance on excessive regulatory intervention.” Since the entirety of the Proposed Project would be constructed underneath existing paved roadways, with the exception of the new riser pole that would be installed on Chase Avenue, there would be no changes to existing land use or zoning, or taking of space. Accordingly, the Proposed Project is consistent with these goals.

The intent of the twenty (20) goals outlined in four categories Housing, Economic Development, Transportation and Community Facilities sections of the plan are not applicable to the Proposed Project. However the Proposed Project represents a critical improvement to the local electrical distribution system. In 2010, Shelter Island was supplied by three distribution feeds; two from Southold (8J-684 and 8J-891) and one from Bridgehampton (9R-626). The submarine cable 8J-684 faulted and failed during Hurricane Irene in August 2011 and Hurricane Sandy in November 2012. By improving the electrical distribution system components of the four categories listed above would be positively impacted.

2) Open Space Plan –

The Open Space Plan identifies sixteen areas of the island that are preserved as open space and protected from development to preserve the natural heritage of Shelter Island. These open space areas range in size from 1.2 acres in land area (Dickerson Creek Overlook) to 2,039 acres in land area (Mashomack Preserve).

Based on a review of the Shelter Island Open Space and Preserved Lands map, no portion of the Southold – Shelter Island Cable Proposed Project is located on, or adjacent to, any identified open space or preserved lands parcels. The nearest Open Space and Preserved Lands parcel, Ice Pond Park, is located approximately

0.4 miles to the southwest of the terminus the Proposed Project route on Shelter Island.

3) Watershed Management Plan –

The Watershed Management Plan (WMP) provides a comprehensive approach to educate, plan and implement incremental improvements with a goal of protecting and restoring watershed health. The WMP also provides a characterization of the existing natural, cultural and human resources within the watershed, identifies key factors impacting the watersheds of Shelter Island, provides general and site specific recommendations for watershed improvement, and provides implementation strategies for each of the recommendations provided. Goals of the WMP are outlined in four categories, 1) Water Quality Goals, 2) Natural Resource Goals, 3) Use Management Goals, and 4) Educational Goals.

Aside the HDD staging area, near the north ferry terminal on Shelter Island Sound North, an approximate 450 foot section of the Proposed Project within Cedar Avenue is located approximately 30 to 40 feet of Dering Harbor. Dering Harbor is identified in the WMP as a waterbody that is permanently closed to shell fishing due to water quality concerns and is listed by New York State as a Pathogen Impaired Waterbody. Primary contributors to the water quality degradation of Dering Harbor are untreated stormwater discharges originating from areas roadways and fertilizer use on lawns and a golf course within the sub-watershed of the harbor.

The Project would be located within existing roadways and PSEG LI rights-of-way in upland areas and is compatible with the existing uses adjacent to the Project area. By collocating with the existing roadway and employing appropriate soil erosion and sediment control measures during construction of the Project to prevent erosion both on the construction site itself, as well as to prevent environmental degradation and prevent erodible soils from entering waterbodies, PSEG Long Island would avoid additional impacts to the water quality of Dering Harbor.

4.0 Conclusion

Based on a review of available public policy plans from the Town of Southold, the Village of Greenport, and the Town of Shelter Islands, the Southold– Shelter Island Cable Proposed Project is consistent with the short term and long term goals of these communities regarding sustainable growth while maintaining their longstanding character.

5.0 References

Town of Southold, Southold Town Comprehensive Plan Update, Draft April 4, 2016, Accessed March 2, 2017 at <http://www.southoldtownny.gov/DocumentCenter/View/4412>

Town of Shelter Island, Shelter Island Comprehensive Plan, December 2, 1993.

Town of Shelter Island Watershed Management Plan, June 2014, Accessed March 8, 2017 at http://www.shelterislandtown.us/public_ftp/WMP-MainText-June%202014.pdf

Town of Shelter Island, Open Space and Preserved Lands, 2014, Accessed March 6, 2017 at http://www.shelterislandtown.us/public_ftp/OpenSpaceBrochure.pdf

Harbor Master Plan for the Village of Greenport, 2012 Update, Accessed March 3, 2017 at <http://villageofgreenport.org/files/Draft-HMP-2012-Updates.pdf>

Village of Greenport. Local Waterfront Revitalization Program Update. July 16, 2012, Last revised January 2014. Accessed March 8, 2017 at: <http://villageofgreenport.org/files/Greenport%20LWRP%20and%20HMP%20for%20distribution%20updated.pdf>

**New York State Department of State
Coastal Management Program**

**Consistency Statements for Policies Applicable to the
Proposed Southold – Shelter Island Cable Project**

1.0 New York State Coastal Management Program

The New York State Coastal Management Program provides a framework for government decision-making which affects New York's coastal area. The New York State Coastal Zone Management Program was established in 1981 by the Waterfront Revitalization and Coastal Resources Act (Article 42 of the Executive Law) and is administered by the New York State Department of State (NYSDOS) Division of Coastal Resources, under the Authority of the Federal Coastal Zone Management Act (CZMA) of 1972. The New York State Coastal Management Program (CMP) has two primary objectives: to encourage desired coastal uses and development and to coordinate existing State programs, activities, and decisions within the coastal area. The CMP contains 44 policies that State agencies are required to consider in reaching a logical conclusion that takes into account the interrelationships that exist in the coastal area between development, fish and wildlife, flooding and erosion hazards, public access, and recreation.

2.0 Local Waterfront Revitalization Program

Article 42 of the Executive Law requires state agency actions within the coastal zone to be undertaken in a manner that is consistent with the State's coastal area policies or a State approved Local Waterfront Revitalization Program (LWRP). An LWRP is a refinement of the State's coastal policies, developed jointly by the State and municipality. Land development and related activities in New York's coastal area which involve state agency direct action or state permits must be consistent with the coastal policies in Article 42 or the LWRP.

The Southold – Shelter Island Cable Project is within the Coastal Area Boundary designated by the Village of Greenport LWRP as amended, which was adopted by the Village of Greenport Board of Trustees on May 16, 1996 and concurred by the United States Office of Ocean and Coastal Resource Management on September 5, 1996 (Village of Greenport, 1996). The Village of Greenport LWRP reinforces and builds upon the policies enacted by the CMP. These policies are discussed in Section 3.0 of this document.

The LRWP zones the land adjacent to the Project area as One and Two Family Residential (R-2), One Family Residential (R-1), and Waterfront Commercial (W-C). In

Appendix C

general, the R-1 District limits permitted uses to single-family detached dwellings and municipal facilities, while the R-2 District also permits two-family dwellings. The R-1 and R-2 Districts adjacent to the project are predominantly made up of single-family detached dwellings. The W-C District includes areas developed with water-dependent commercial and recreational uses. The area designated as W-2 adjacent to the project includes part of the Oyster Point Condo development and a marina.

No other portion of the Southold – Shelter Island Cable Project is within an LWRP.

3.0 Coastal Policies

Development Policies

Policy 1: Restore, revitalize, and redevelop deteriorated and underutilized waterfront areas for commercial, industrial, cultural, recreational, and other compatible uses.

The Project represents a critical improvement to PSEG LI's local electrical distribution system. In 2010, Shelter Island was supplied by three distribution feeds; two from Southold (8J-684 and 8J-891) and one from Bridgehampton (9R-626). The submarine cable faulted and failed during Hurricane Irene in August 2011 and Superstorm Sandy in November 2012. PSEG LI deployed an emergency generator on a standby basis while the company considered long term solutions. Since the submarine cable failure during Superstorm Sandy, the cost of standby generation has been more than one half million each year.

The increased reliability provided by the Project will support continued residential, recreational, industrial and commercial growth on Shelter Island. The Project will be located within existing roadways and PSEG LI rights-of-way in upland areas and is compatible with the existing uses adjacent to the Project area. Accordingly, the Project is consistent with this policy.

Village of Greenport Policy 1A: Revitalize Greenport's Waterfront Area by redeveloping deteriorated/underutilized properties and building for appropriate commercial and recreational uses.

The Project will not affect deteriorated or underutilized properties in the Village of Greenport. The Project is adjacent to an area characterized as W-C that contains a marina as well as an area characterized as R-1 that contains open space. The Project will be placed within 5th Street, an existing roadway, and will not affect the present conditions nor the future development potential of the adjacent marina or open space. Accordingly, the Project is consistent with this policy.

Appendix C

Village of Greenport Policy 1B: Revitalize Greenport's Central Business District by restoring underutilized properties and buildings for appropriate retail commercial and other compatible uses.

The Project is not located within the Village of Greenport Central Business District and, accordingly, this policy is not applicable to the Project.

Policy 2: Facilitate the siting of water-dependent uses and facilities on or adjacent to coastal waters.

Shelter Island is completely isolated by water. No bridges or tunnels connect Shelter Island to the mainland; it must be reached via ferry from Greenport or North Haven. Electrical service from the mainland to Shelter Island must be achieved via aerial or underwater cable. The proposed underwater cable will avoid impacts to other water-dependent uses and facilities on or adjacent to the Long Island Sound North. Accordingly, the Project is consistent with this policy.

Policy 3: Further develop the State's major ports of Albany, Buffalo, New York, Ogdensburg, and Oswego as centers of commerce and industry, and encourage the siting, in these port areas, including those under the jurisdiction of State public authorities, of land use and development which is essential to, or in support of, the waterborne transportation of cargo and people.

This policy is not applicable to the Project.

Policy 4: Strengthen the economic base of smaller harbor areas by encouraging the development and enhancement of those traditional uses and activities which have provided such areas with their unique maritime identity.

By providing increase reliability for the electrical supply to Shelter Island, the Project will indirectly support the development and enhancement of activities in the small harbor areas of Shelter Island. Accordingly, the Project is consistent with this policy.

Policy 5: Encourage the location of development in areas where public services and facilities essential to such development are adequate.

The Project will increase the reliability of PSEG LI's electric distribution system on Shelter Island, which will provide adequate public services and facilities to support future development. The proposed Project, therefore, is consistent with this policy. Accordingly, the Project is consistent with this policy.

Policy 6: Expedite permit procedures in order to facilitate the siting of development activities at suitable locations.

The purpose of this policy is for state agencies to coordinate permitting decisions. In the case of this Project, agencies will conduct their review through a Joint Permit Application, United States Army Corps of Engineers Nationwide Permit No. 12, State Environmental Quality Review, and local planning and zoning approvals. The Applicant is participating in streamlining the CZM review process by submitting a single,

comprehensive coastal consistency document to various agencies at different levels of government. Accordingly, the Project is consistent with this policy.

Fish and Wildlife Policies

Policy 7: Significant coastal fish and wildlife habitats will be protected, preserved, and where practical, restored so as to maintain their viability as habitats.

The Project will cross through the Significant Coastal Fish & Wildlife Habitat named Pipes Cove Creek and Moore's Drain located in Southold (NYSDOS, 2005 & 2016). This habitat is one of the largest saltwater/freshwater wetland complexes on Long Island, which is rare in the coastal lowlands ecological subregion. Any activity that would substantially degrade the water quality in the Pipes Cove Creek and Moore's Drain habitat would adversely affect the biological productivity of this area. The Project will cross through a small mapped portion of this habitat within Main Road. By collocating with the existing roadway and employing the appropriate soil erosion and sediment control measures during construction, PSEG LI will avoid impacts to the water quality of this sensitive resource. Accordingly, the Project is consistent with this policy.

Policy 8: Protect fish and wildlife resources in the coastal area from the introduction of hazardous wastes and other pollutants which bio-accumulate in the food chain or which cause significant sublethal or lethal effect on those resources.

The proposed Project will not require the storage of any amount of hazardous substances within the coastal zone. Accordingly, the Project is consistent with this policy.

Policy 9: Expand recreational use of fish and wildlife resources in coastal areas by increasing access to existing resources, supplementing existing stocks, and developing new resources.

This policy is not applicable to the Project.

Policy 10: Further develop commercial finfish, shellfish and crustacean resources in the coastal area by encouraging the construction of new, or improvement of existing on-shore commercial fishing facilities, increasing marketing of the state's seafood products, maintaining adequate stocks, and expanding aquaculture facilities.

This policy is not applicable to the Project.

Village of Greenport Policy 10A: Encourage the development of new, or expanded commercial fishing facilities in Greenport, and protect existing commercial facilities from encroachment by potentially conflicting land uses.

The Project is not located near the commercial fishing facilities in the Village of Greenport. The horizontal directional drill (HDD) crossing entry points will be installed within three new conduits at a minimum depth of 72 inches at mean high water (MHW) level with at a variable target depth between 20 feet to 120 feet below sub-bottom of the Shelter Island Sound North. Accordingly, the project

Appendix C

will avoid impacts to commercial fishing activities and the Project is consistent with this policy.

Flooding and Erosion Hazard Policies

Policy 11: Buildings and other structures will be sited in the coastal area so as to minimize damage to property and the endangering of human lives caused by flooding and erosion.

According to FEMA Flood Maps 36103C0159H, 36103C0157H, 36103C0176H, and 36013C0178H, the Project will pass through areas of special flood hazard (FEMA, 2016). The transmission structures will be underground through the upland areas and will be installed via HDD in the open water areas. These configurations will not increase the potential for property damage caused by flooding. There will be no permanent change in topography within the designated floodplains. No impacts to the floodplains or to other upstream/downstream properties are expected from the construction and operation of the transmission facilities. Accordingly, the Project is consistent with this policy.

Policy 12: Activities or development in the coastal area will be undertaken so as to minimize damage to natural resources and property from flooding and erosion by protecting natural protective features including beaches, dunes, barrier islands and bluffs.

The structures required for the Project are located adjacent to existing, previously disturbed roadways and electric transmission rights-of-way. Damage and erosion to the beaches within the Project area will be avoided via HDD installation. This HDD crossing boring entry will be located at the terminus of 5th Street in the Village of Greenport and the boring exit will be located at the North Ferry Parking Lot in Shelter Island. No dunes, barrier islands, or bluffs are located in the Project area. Accordingly, the Project is consistent with this policy.

Policy 13: The construction or reconstruction of erosion protection structures shall be undertaken only if they have a reasonable probability of controlling erosion for at least thirty years as demonstrated in design and construction standards and/or assured maintenance or replacement programs.

The Project will not require the construction or reconstruction of erosion protection structures and will not require any flood control structures. Accordingly, this policy is not applicable to the Project.

Village of Greenport Policy 13A: The construction or reconstruction of docks, seawalls, revetments, bulkheads, breakwaters, and other shoreline structures shall be undertaken in a manner which will, to the maximum extent

Appendix C

practicable, protect against or withstand the destructive forces of wave action and ice movement for a thirty year period.

This Project does not involve the construction or reconstruction of docks, seawalls, revetments, bulkheads, breakwaters, or other shoreline structures. Accordingly, this policy is not applicable to the Project.

Policy 14: Activities and development, including the construction or reconstruction of erosion protection structures, shall be undertaken so that there will be no measurable increase in erosion or flooding at the site of such activities or development, or at other locations.

The construction and operation of the Project will not increase erosion or flooding on or off the existing and proposed right-of-way. PSEG LI will employ the appropriate soil erosion and sediment control measures during construction of the Project to prevent erosion both on the construction site itself and on adjacent undisturbed areas, as well as to prevent environmental degradation and prevent erodible soils from entering wetlands and water bodies. Adherence to the EM&CP will prevent an increase in the potential for erosion or flooding from the Project and promote consistency with this policy. Accordingly, the Project is consistent with this policy.

Policy 15: Mining, excavation or dredging in coastal waters shall not significantly interfere with the natural coastal processes which supply beach materials to land adjacent to such waters and shall be undertaken in a manner which will not cause an increase in erosion of such land.

The Project will not require mining, excavation or dredging in coastal waters and, accordingly, this policy is not applicable to the Project.

Policy 16: Public funds shall only be used for erosion protective structures where necessary to protect human life, and new development which requires a location within or adjacent to an erosion hazard area to be able to function, or existing development; and only where the public benefits outweigh the long term monetary and other costs including the potential for increasing erosion and adverse effects on natural protective features.

This Project does not include the use of public funds or the construction of erosion protective structures and, accordingly, this policy is not applicable to the Project.

Policy 17: Non-structural measures to minimize damage to natural resources and property from flooding and erosion shall be used whenever possible.

Measures to minimize erosion or for flooding damage to natural resources or property are not required for the Project.

General Policy

Policy 18: To safeguard the vital economic, social and environmental interests of the State and of its citizens, proposed major actions in the coastal area must give full consideration to those interests, and to the safeguards which the state has established to protect valuable coastal resource areas.

The explanation of the policy points out that “actions must take into account the social, cultural, economic and environmental” public interests in matters affecting “natural resources, water levels and flows, shoreline damage, hydro-electric power generation, and recreation.” As described throughout this consistency assessment and the environmental analyses prepared for the Project, the proposed Project has been sited and designed and will be constructed and operated in a manner that safeguards coastal resources and the environment. No dredging within the Shelter Island Sound North will be required. Economic interests within the Shelter Island Sound North, such as navigation and transportation of goods and services and recreational activities, will not be affected by the proposed Project. Existing water quality within the Shelter Island Sound North will be maintained and aquatic resources will not be adversely affected. Existing land uses within the coastal zone will not be adversely affected. Accordingly, the Project is consistent with this policy.

Public Access Policies

Policy 19: Protect, maintain, and increase the level and types of access to public water-related recreation resources and facilities.

Access to the waterfront at the end of 5th Street in the Village of Greenport and the North Ferry Parking Lot in Shelter Island will not be affected during construction of the Project. Construction is scheduled to occur during cold weather months to avoid impeding the public’s use and enjoyment of these areas. Existing access to public water-related recreation resources and facilities will not be affected during operation of the proposed Project. Accordingly, the Project is consistent with this policy.

Policy 20: Access to the publicly-owned foreshore and to lands immediately adjacent to the foreshore or the waters edge that are publicly-owned shall be provided, and it shall be provided in a manner compatible with adjoining uses.

Access to the publicly-owned foreshore and to lands immediately adjacent to the foreshore or the waters edge that are publicly owned will be provided during both construction and operation of the Project in that lateral access to the shoreline will not be impeded. The cable will cross under the foreshore and the area held in the public trust using HDD technology. Access to areas upland of the foreshore within an existing roadway and parking lot will not be affected during construction of the Project. Accordingly, the Project is consistent with this policy.

Appendix C

Village of Greenport Policy 20A: Access to the publicly owned foreshore and to lands immediately adjacent to the foreshore or the water's edge shall be provided through the creation of a harborwalk in Waterfront Area 2.

The Project is not located near the harborwalk and, accordingly, this policy is not applicable to the Project.

Recreation Policies

Policy 21: Water-dependent and water-enhanced recreation will be encouraged and facilitated, and will be given priority over non-water-related uses along the coast.

The siting and design of this Project will not result in a barrier to the recreational use of the shoreline and, accordingly, this policy is not applicable to the Project.

Village of Greenport Policy 21A: Redevelop the Mobil Site for public waterfront recreational use.

The Project will not inhibit the redevelopment of the Mobil Site for public waterfront recreational use and, accordingly, this policy is not applicable to the Project.

Policy 22: Development, when located adjacent to the shore, will provide for water-related recreation, whenever such use is compatible with reasonably anticipated demand for such activities, and is compatible with the primary purpose of the development.

As an electrical distribution line, the use of the proposed Project should not be considered compatible with the provision of water-related recreation. Accordingly, this policy is not applicable to the Project.

Historic and Scenic Resources Policies

Policy 23: Protect, enhance and restore structures, districts, areas or sites that are of significance in the history, architecture, archaeology or culture of the State, its communities, or the Nation.

Archaeological Resources

Based upon a review of NYS Cultural Resource Information System database, portions of the Proposed Project in Greenport and Shelter Island Heights fall within the buffer of a previously identified archaeological resource, and are designated as "archaeological sensitive zones." However, all terrestrial areas of proposed ground disturbance associated with the Proposed Project fall within the right-of-way of existing paved roads and paved utility easements. The Shelter Island Sound North will be crossed via horizontal directional drilling. Since all areas of proposed ground disturbance are paved, within bedrock and/or under water, conventional archaeological testing is not possible. Because

Appendix C

it is likely that the entire terrestrial area of potential effects has been previously disturbed, the project is very unlikely to result in any adverse effect upon archaeological resources.

Discussion with the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) was initiated in August 2016. Notification of the project was officially submitted to State Historic Preservation Office (SHPO) on March 30, 2017. In the event that human remains or identifiable archaeological resources are found during construction, it is recognized by the applicant that consultation with the OPRHP and other authorities will be necessary and that additional studies may be required prior to the continuation of construction or during construction.

Architectural Resources

The Proposed Project will have no physical effect on any buildings or structures aside from utility poles. The project's only permanent above-ground construction elements are cables, which will daylight at either end of the project route and rise poles that will also be located near the route terminations. A below-ground portion of the project passes through the Shelter Island Historic District (NR91NR00163). A segment of cable will daylight within the district in an existing overhead utility easement. Another below-ground portion passes within one half mile of the Greenport Union School (USN10368.000881). Both cables will attach to existing poles. The project has no potential to cause a visually adverse effect upon historic architectural resources.

In accordingly with the discussion above, the Project is consistent with this policy.

Policy 24: Prevent impairment of scenic resources of Statewide significance.

The Project is outside the designated Scenic Areas of Statewide Significance (NYSDOS, 2016). Accordingly, this policy is not applicable to the Project.

Policy 25: Protect, restore or enhance natural and man-made resources which are not identified as being of statewide significance, but which contribute to the overall scenic quality of the coastal area.

No natural or man-made scenic resources have been identified in the vicinity of the Project and, accordingly, this policy is not applicable to the Project.

Agricultural Lands Policy

Policy 26: Conserve and protect agricultural lands in the State's coastal area.

There are no agricultural lands in the Project vicinity and, accordingly, this policy is not applicable to the Project.

Energy and Ice Management Policies

Policy 27: Decisions on the siting and construction of major energy facilities in the coastal area will be based on public energy needs, compatibility of such facilities with the environment, and the facility's need for a shorefront location.

The siting of this energy facility project was based on the public need for more reliable energy distribution to Shelter Island as well as its compatibility with the existing distribution structures and surrounding uses. The proposed Project will be a critical improvement to PSEG LI's local electric transmission and distribution systems. The increased reliability and capacity provided by the proposed Project will support continued residential and commercial growth on Shelter Island. The upland portions of the Project are located within existing roadways and electric rights-of-way to accommodate routing constraints and to promote compatibility with the surrounding uses and natural environment. The facility requires a shorefront location to cross the Shelter Island Sound North to connect the mainland to Shelter Island. Accordingly, the Project is consistent with this policy.

Policy 28: Ice management practices shall not interfere with the production of hydroelectric power, damage significant fish and wildlife and their habitats, or increase shoreline erosion or flooding.

Ice management measures are not required and, accordingly, this policy is not applicable to the Project.

Policy 29: Encourage the development of energy resources on the Outer Continental Shelf, in Lake Erie and in other water bodies, and ensure the environmental safety of such activities.

The proposed Project will not impair or discourage the development of energy resources on the Outer Continental Shelf. Accordingly, this policy is not applicable to the Project.

Water and Air Resources Policies

Policy 30: Municipal, industrial, and commercial discharge of pollutants, including but not limited to, toxic and hazardous substances, into coastal waters will conform to state and national water quality standards.

No process discharge is associated with the construction or operation of the proposed transmission line and, accordingly, this policy is not applicable to the Project.

Policy 31: State coastal area policies and management objectives of approved local waterfront revitalization programs will be considered while reviewing coastal water classifications and while modifying water quality standards; however, those waters already over-burdened with contaminants will be recognized as being a developmental constraint.

This policy is not applicable to the Project.

Appendix C

Policy 32: Encourage the use of alternative or innovative sanitary waste systems in small communities where the costs of conventional facilities are unreasonably high, given the size of the existing tax base of these communities.

The Project is located amongst suburban and commercial development. This policy does not apply to the Project.

Policy 33: Best management practices will be used to ensure the control of storm water runoff and combined sewer overflows draining into coastal waters.

PSEG LI is developing a project-specific best management practices to manage storm water runoff and to prevent it from draining to coastal waters. However, for the installation of the proposed transmission facilities, surfaces will be restored upon the completion of construction activities, and as a result, the management of stormwater along the proposed transmission route will remain unchanged. Accordingly, the Project is consistent with this policy.

Policy 34: Discharge of waste materials into coastal waters from vessels subject to state jurisdiction into coastal waters will be limited so as to protect significant fish and wildlife habitats, recreational areas and water supply areas.

This policy is aimed at preventing the discharge of untreated sanitary waste from waterborne vessels. The proposed Project will not own or operate any vessels; accordingly, this policy is not applicable to the Project.

Policy 35: Dredging and dredge spoil disposal in coastal waters will be undertaken in a manner that meets existing state dredging permit requirements, and protects significant fish and wildlife habitats, scenic resources, natural protective features, important agricultural lands and wetlands.

PSEG LI will install the submarine cable using HDD technology and dredging will not be required in coastal waters. Drilling fluids will be appropriately disposed of in accordance with all federal and state regulations. Accordingly, the Project is consistent with this policy.

Policy 36: Activities related to the shipment and storage of petroleum and other hazardous materials will be conducted in a manner that will prevent or at least minimize spills into coastal waters; all practicable efforts will be undertaken to expedite the cleanup of such discharges; and restitution for damages will be required when these spills occur.

The proposed Project does not require the storage of hazardous substances within the coastal zone. Accordingly, this policy is not applicable to the Project.

Policy 37: Best management practices will be utilized to minimize the non-point discharge of excess nutrients, organics and eroded soils into coastal waters.

In accordance with New York State Department of Environmental Conservation (NYSDEC) guidelines, PSEG LI will implement best management practices during

Appendix C

construction and operation of the transmission facilities to avoid discharge of pollutants to the Shelter Island Sound North due to nonpoint source rainfall runoff. The NYSDEC's State Pollutant Discharge Elimination System General Permit for Storm Water Discharges from Construction Activities is not required for this Project. Accordingly, the proposed Project is consistent with this policy.

Policy 38: The quality and quantity of surface water and groundwater supplies will be conserved and protected, particularly where such waters constitute the primary or sole source of water supply.

The Project is located in the Nassau-Suffolk Sole Source Aquifer (NYSDEC, 2015). Construction and operation of the Project will not affect the quality or the quantity of surface water or groundwater supplies. Accordingly, the proposed Project is consistent with this policy.

Policy 39: The transport, storage, treatment and disposal of solid wastes, particularly hazardous wastes, within coastal areas will be conducted in such a manner so as to protect groundwater and surface water supplies, significant fish and wildlife habitats, recreation areas, important agricultural land, and scenic resources.

A minimal amount of solid waste will be generated during construction and maintenance of the proposed transmission line. Waste will be recycled, reused, or salvaged to the extent practicable. Solid waste will be stored on-site temporarily prior to disposal. Potentially hazardous wastes will be separated from normal waste prior to disposal. All solid and hazardous waste from the site will be removed by licensed contractors and disposed of at approved facilities. No solid waste or hazardous wastes will be dumped or discharged into the adjacent coastal environment (whether upland or water), and thus will not impair ecological, recreational, agricultural or scenic values. These measures will ensure that the proposed Project will be consistent with this policy.

Policy 40: Effluent discharged from major steam electric generating and industrial facilities into coastal waters will not be unduly injurious to fish and wildlife and shall conform to state water quality standards.

The policy explanation states that a primary goal is the protection of habitat from thermal discharges. The proposed Project requires neither surface water intake nor thermal discharges to the Shelter Island Sound North. As a result, aquatic organisms, wildlife, and ecological communities located within the coastal zone will be unaffected and, accordingly, this policy is not applicable to the Project.

Policy 41: Land use or development in the coastal area will not cause national or State air quality standards to be violated.

Operation of the proposed transmission facilities will not result in any air emissions. Accordingly, this policy is not applicable to the Project.

Appendix C

Policy 42: Coastal management policies will be considered if the State reclassifies land areas pursuant to prevention of significant deterioration regulations of the Federal Clean Air Act.

Operation of the proposed transmission facilities will not result in any air emissions. Accordingly, this policy is not applicable to the Project.

Policy 43: Land use or development in the coastal area must not cause the generation of significant amounts of acid rain precursors: nitrates and sulfates.

Operation of the proposed transmission facilities will not result in any air emissions. Accordingly, this policy is not applicable to the Project.

Policy 44: Preserve and protect tidal and freshwater wetlands and preserve the benefits derived from these areas.

PSEG LI prepared a Request for Jurisdictional Determination for the United States Army Corps of Engineers. The Request for Jurisdictional Determination concludes that wetlands identified along the project route are located outside of the project limit of disturbance and will not be impacted by the Project. Accordingly, the proposed Project is consistent with this policy.

4.0 References

Federal Emergency Management Agency (FEMA). 2016. FEMA Flood Map Service Center. Accessed July 27, 2016 at: <https://msc.fema.gov/portal>

New York State Department of Environmental Conservation. July 27, 2015. Sole Source Aquifers. Accessed July 27, 2016 at: http://www.dec.ny.gov/docs/water_pdf/ssa.pdf

New York State Department of State (NYSDOS). 2016. Coastal Boundary Map. Accessed July 27, 2016 at: https://appext20.dos.ny.gov/coastal_map_public/map.aspx

NYSDOS. October 15, 2005. Coastal Fish & Habitat Assessment Form: Pipes Cove Creek and Moore's Drain. Accessed July 27, 2016 at: http://www.dos.ny.gov/opd/programs/consistency/Habitats/LongIsland/Pipes_Cove_Creek_Moores_Drain.pdf

Village of Greenport. May 17, 1996. Local Waterfront Revitalization Program. Accessed July 27, 2016 at: http://docs.dos.ny.gov/opd-lwrp/LWRP/Greenport_V/Amendment1/GreenportAmend.pdf

The Coordinates of the point you clicked on are:

| | | | |
|------|-------------|--------------------|------------|
| NYTM | E : 719227 | Longitude/Latitude | W : 72.389 |
| | N : 4552237 | | N : 41.091 |

State-Regulated Freshwater Wetlands

| Wetland ID | Wetland Class | Wetland Size (Acres) |
|------------|---------------|----------------------|
| | 0 | |

Rare Plants and Rare Animals

| |
|---|
| This location is in the vicinity of one or more : |
| Rare Animals and/or Rare Plants |

Natural Communities Near This Location:

| Natural Community Name | Location | Ecological System |
|----------------------------|---------------------|------------------------------|
| Red maple-sweetgum swamp | Arshamouque Wetland | Freshwater Nontidal Wetlands |
| Coastal oak-hickory forest | Moore's Woods | Uplands |

Old or Potential Records (these records are not displayed on the map)

| Common Name | Scientific Name | Date Last Documented | Location | Habitat Where Last Seen | Animal, Plant, or other | NYS Protected Status |
|-----------------------------|-------------------------|----------------------|-----------|-------------------------------|-------------------------|----------------------|
| Velvet Panic Grass | Dichanthelium scoparium | 1939-06-19 | Greenport | Moist hillside. | Rare Plant | Endangered |
| Green Parrot's-feather | Myriophyllum pinnatum | 1924-08-01 | Greenport | Pool in swamp. | Rare Plant | Endangered |
| Smooth Tick-trefoil | Desmodium laevigatum | 1962-09-09 | Greenport | Moist ground. | Rare Plant | Endangered |
| American Burying Beetle | Nicrophorus americanus | 1937-08-07 | Southold | | Rare Animal | Endangered |
| Green Parrot's-feather | Myriophyllum pinnatum | 1919-07-10 | Orient | Ditch. | Rare Plant | Endangered |
| Cat-tail Sedge | Carex typhina | 1928-07-15 | Greenport | Woods. | Rare Plant | Threatened |
| Little-leaf Tick-trefoil | Desmodium ciliare | 1920-08-29 | Southold | Specimen label: Dry hillside. | Rare Plant | Threatened |
| Cut-leaved Evening-primrose | Oenothera lacinata | 1880-05-30 | New Egypt | | Rare Plant | Endangered |

USGS Quadrangle

| USGS Quadrangle Name |
|----------------------|
| SOUTHOLD |

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

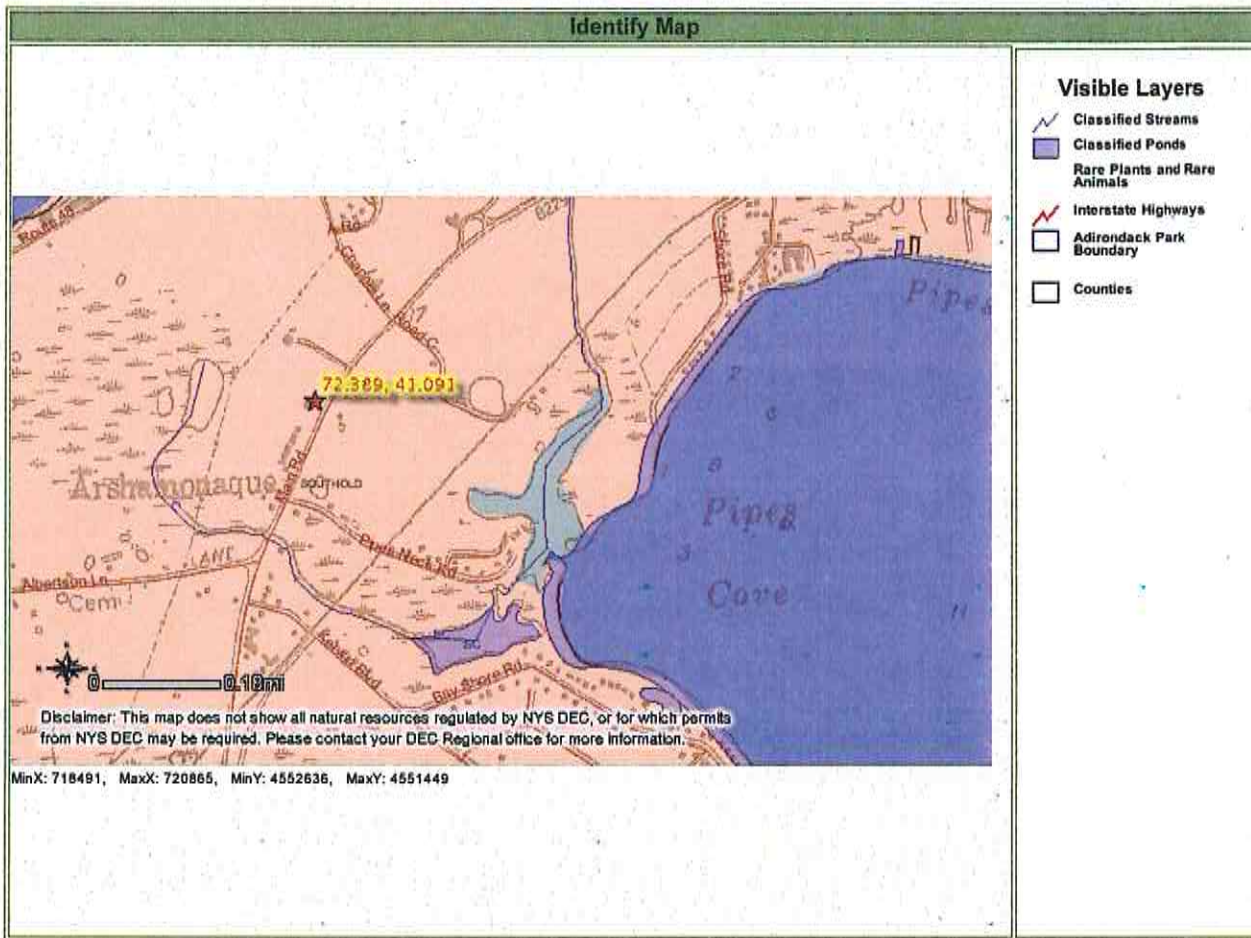
If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

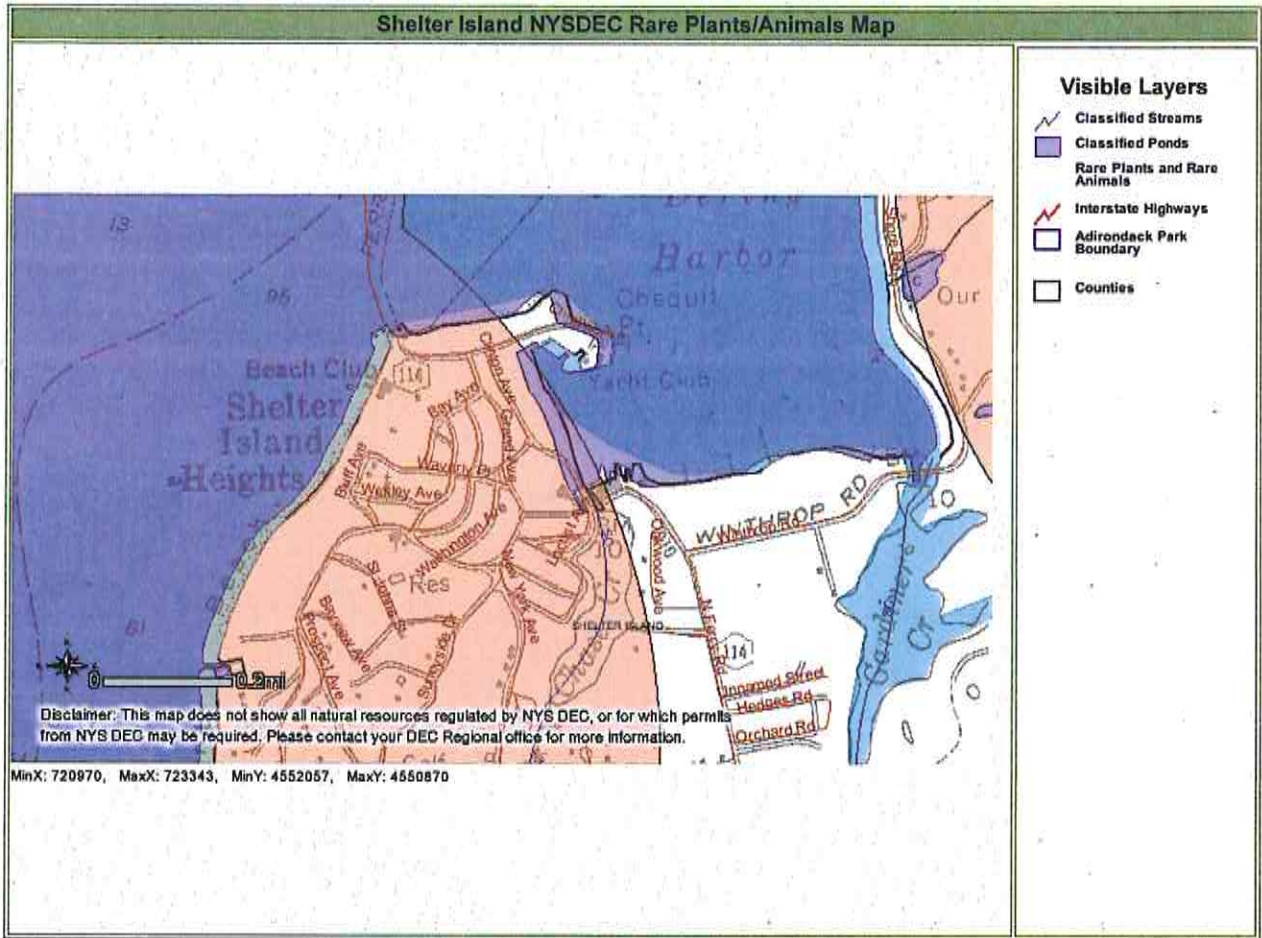
Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from NYS DEC are required. For example, Regulated Tidal Wetlands, and Wild, Scenic, and Recreational Rivers, are currently not included on the maps.

Please set your printer orientation to "Landscape".



Disclaimer: This map was prepared by the New York State Department of Environmental Conservation using the most current data available. It is deemed accurate but is not guaranteed. NYS DEC is not responsible for any inaccuracies in the data and does not necessarily endorse any interpretations or products derived from the data.

Please set your printer orientation to "Landscape".



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Appendix 2

IPaC Trust Resources Report

PSEG Long Island Greenport to Shelter Island Cable Project

IPaC Trust Resources Report

Generated August 02, 2016 02:45 PM MDT, IPaC v3.0.8

This report is for informational purposes only and should not be used for planning or analyzing project level impacts. For project reviews that require U.S. Fish & Wildlife Service review or concurrence, please return to the IPaC website and request an official species list for the Regulatory Documents page.

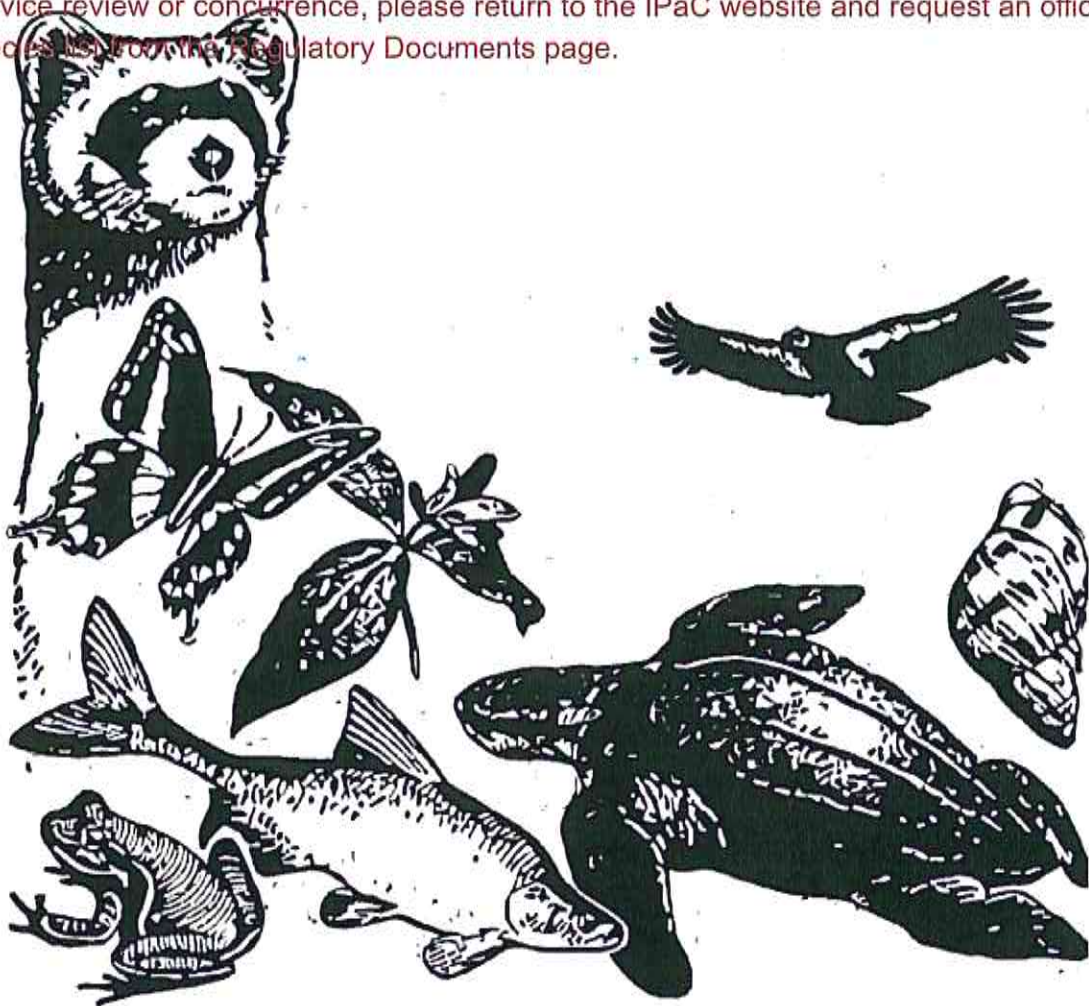


Table of Contents

| | |
|-----------------------------------|----------|
| IPaC Trust Resources Report | <u>1</u> |
| Project Description | <u>1</u> |
| Endangered Species | <u>2</u> |
| Migratory Birds | <u>4</u> |
| Refuges & Hatcheries | <u>7</u> |
| Wetlands | <u>8</u> |

U.S. Fish & Wildlife Service

IPaC Trust Resources Report



NAME

PSEG Long Island Greenport to
Shelter Island Cable Project

LOCATION

Suffolk County, New York

IPAC LINK

[https://ecos.fws.gov/ipac/project/
EYTH4-6JXNF-AUFGO-7YRA3-F4UUQE](https://ecos.fws.gov/ipac/project/EYTH4-6JXNF-AUFGO-7YRA3-F4UUQE)



U.S. Fish & Wildlife Service Contact Information

Trust resources in this location are managed by:

Long Island Ecological Services Field Office

340 Smith Road
Shirley, NY 11967
(631) 286-0485

Endangered Species

Proposed, candidate, threatened, and endangered species are managed by the Endangered Species Program of the U.S. Fish & Wildlife Service.

This USFWS trust resource report is for informational purposes only and should not be used for planning or analyzing project level impacts.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list from the Regulatory Documents section.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list either from the Regulatory Documents section in IPaC or from the local field office directly.

The list of species below are those that may occur or could potentially be affected by activities in this location:

Birds

Piping Plover *Charadrius melodus* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B079

Red Knot *Calidris canutus rufa* Threatened

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0DM

Roseate Tern *Sterna dougallii dougallii* Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B07O

Flowering Plants

Sandplain Gerardia *Agalinis acuta* Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q24K

Seabeach Amaranth *Amaranthus pumilus* Threatened

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q2MZ

Mammals

Northern Long-eared Bat *Myotis septentrionalis* Threatened

CRITICAL HABITAT

No critical habitat has been designated for this species.

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=A0JE

Critical Habitats

There are no critical habitats in this location

Migratory Birds

Birds are protected by the [Migratory Bird Treaty Act](#) and the [Bald and Golden Eagle Protection Act](#).

Any activity that results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish & Wildlife Service.^[1] There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

1. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern
<http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Conservation measures for birds
<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Year-round bird occurrence data
<http://www.birdscanada.org/birdmon/default/datasummaries.jsp>

The following species of migratory birds could potentially be affected by activities in this location:

| | |
|---|------------------------------|
| American Oystercatcher <i>Haematopus palliatus</i> | Bird of conservation concern |
| On Land Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0G8 | |
| American Bittern <i>Botaurus lentiginosus</i> | Bird of conservation concern |
| On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0F3 | |
| Bald Eagle <i>Haliaeetus leucocephalus</i> | Bird of conservation concern |
| On Land Season: Year-round http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B008 | |
| Black Skimmer <i>Rynchops niger</i> | Bird of conservation concern |
| On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0EQ | |

| | |
|--|------------------------------|
| Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HI | Bird of conservation concern |
| Blue-winged Warbler <i>Vermivora pinus</i> On Land Season: Breeding | Bird of conservation concern |
| Canada Warbler <i>Wilsonia canadensis</i> On Land Season: Breeding | Bird of conservation concern |
| Fox Sparrow <i>Passerella iliaca</i> On Land Season: Wintering | Bird of conservation concern |
| Gull-billed Tern <i>Gelochelidon nilotica</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0JV | Bird of conservation concern |
| Hudsonian Godwit <i>Limosa haemastica</i> At Sea Season: Migrating | Bird of conservation concern |
| Least Bittern <i>Ixobrychus exilis</i> On Land Season: Breeding http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B092 | |
| Least Tern <i>Sterna antillarum</i> On Land Season: Breeding | Bird of conservation concern |
| Peregrine Falcon <i>Falco peregrinus</i> On Land Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FU | Bird of conservation concern |
| Pied-billed Grebe <i>Podilymbus podiceps</i> On Land Season: Year-round | Bird of conservation concern |
| Prairie Warbler <i>Dendroica discolor</i> On Land Season: Breeding | Bird of conservation concern |
| Purple Sandpiper <i>Calidris maritima</i> On Land Season: Wintering | Bird of conservation concern |
| Red Knot <i>Calidris canutus rufa</i> On Land Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0DM | Bird of conservation concern |
| Rusty Blackbird <i>Euphagus carolinus</i> On Land Season: Wintering | Bird of conservation concern |
| Saltmarsh Sparrow <i>Ammodramus caudacutus</i> On Land Season: Breeding | Bird of conservation concern |
| Seaside Sparrow <i>Ammodramus maritimus</i> On Land Season: Year-round | Bird of conservation concern |
| Short-eared Owl <i>Asio flammeus</i> On Land Season: Wintering http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HD | Bird of conservation concern |

Snowy Egret *Egretta thula*

On Land Season: Breeding

Bird of conservation concern

Upland Sandpiper *Bartramia longicauda*

On Land Season: Breeding

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0HC

Bird of conservation concern

Willow Flycatcher *Empidonax traillii*

On Land Season: Breeding

http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B0F6

Bird of conservation concern

Wood Thrush *Hylocichla mustelina*

On Land Season: Breeding

Bird of conservation concern

Worm Eating Warbler *Helmitheros vermivorum*

On Land Season: Breeding

Bird of conservation concern

Wildlife refuges and fish hatcheries

There are no refuges or fish hatcheries in this location

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

This location overlaps all or part of the following wetlands:

Estuarine And Marine Deepwater

[E1UBL](#)

Estuarine And Marine Wetland

[E2EM1Pd](#)

[E2US2N](#)

Freshwater Forested/shrub Wetland

PFO1E

Riverine

R2UBH

A full description for each wetland code can be found at the National Wetlands Inventory website: <http://107.20.228.18/decoders/wetlands.aspx>

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, New York Natural Heritage Program
625 Broadway, Fifth Floor, Albany, NY 12233-4757
P: (518) 402-8935 | F: (518) 402-8925
www.dec.ny.gov

March 22, 2017

Christopher Kiernan
PSEG Long Island
175 E. Old Country Rd.
Hicksville, NY 11801

Re: Greenport to Shelter Island New 13 kV Underground Feeder Cable Project
County: Suffolk Town/City: Shelter Island, Southold

Dear Mr. Kiernan:

In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to the above project.

Enclosed is a report of rare or state-listed animals and plants, and significant natural communities that our database indicates occur along or in the vicinity of the project site.

For most sites, comprehensive field surveys have not been conducted; the enclosed report only includes records from our database. We cannot provide a definitive statement as to the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

Our database is continually growing as records are added and updated. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

The presence of the plants and animals identified in the enclosed report may result in this project requiring additional review or permit conditions. For further guidance, and for information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the NYS DEC Region 1 Office, Division of Environmental Permits, as listed at www.dec.ny.gov/about/39381.html.

Sincerely,



Nicholas Conrad
Information Resources Coordinator
New York Natural Heritage Program



**The following state-listed animals have been documented
in the vicinity of the project site.**

The following list includes animals that are listed by NYS as Endangered, Threatened, or Special Concern; and/or that are federally listed or are candidates for federal listing.

For information about any permit considerations for the project, contact the Permits staff at the NYSDEC Region 1 Office. For information about potential impacts of the project on these species, and how to avoid, minimize, or mitigate any impacts, contact the Wildlife Manager.

A listing of Regional Offices is at <http://www.dec.ny.gov/about/558.html>.

The following species have been documented within .5 mile of the project site at Pipes Cove.

| <i>COMMON NAME</i> | <i>SCIENTIFIC NAME</i> | <i>NY STATE LISTING</i> | <i>FEDERAL LISTING</i> |
|--------------------------------------|----------------------------|-------------------------|------------------------|
| Least Tern <i>Breeding</i> | <i>Sternula antillarum</i> | Threatened | 13163 |

This report only includes records from the NY Natural Heritage database. For most sites, comprehensive field surveys have not been conducted, and we cannot provide a definitive statement as to the presence or absence of all rare or state-listed species. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

If any rare plants or animals are documented during site visits, we request that information on the observations be provided to the New York Natural Heritage Program so that we may update our database.

Information about many of the listed animals in New York, including habitat, biology, identification, conservation, and management, are available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org, and from NYSDEC at www.dec.ny.gov/animals/7494.html.



The following rare plants, rare animals, and significant natural communities have been documented along the project site, or in its vicinity.

We recommend that potential onsite and offsite impacts of the proposed project on these species or communities be addressed as part of any environmental assessment or review conducted as part of the planning, permitting and approval process, such as reviews conducted under SEQR. Field surveys of the project site may be necessary to determine the status of a species at the site, particularly for sites that are currently undeveloped and may still contain suitable habitat. Final requirements of the project to avoid, minimize, or mitigate potential impacts are determined by the lead permitting agency or the government body approving the project.

The following plants are listed as Endangered or Threatened by New York State, and/or are considered rare by the New York Natural Heritage Program, and so are a vulnerable natural resource of conservation concern.

The following significant natural communities are considered significant from a statewide perspective by the NY Natural Heritage Program. They are either occurrences of a community type that is rare in the state, or a high quality example of a more common community type. By meeting specific, documented criteria, the NY Natural Heritage Program considers these community occurrences to have high ecological and conservation value.

| COMMON NAME | SCIENTIFIC NAME | NY STATE LISTING | HERITAGE CONSERVATION STATUS |
|---|--|--|----------------------------------|
| Woods and wetlands in vicinity of Moores Drain, north of Main Road (NY Route 25). | | | |
| Swamp Smartweed | <i>Persicaria setacea</i> | Endangered | Critically Imperiled in NYS 6182 |
| Cat-tail Sedge | <i>Carex typhina</i> | Endangered | Critically Imperiled in NYS 6813 |
| White-edge Sedge | <i>Carex debilis var. debilis</i> | Threatened | Imperiled in NYS 13116 |
| Coastal Oak-Hickory Forest | | High Quality Occurrence of Uncommon Community Type | |
| | A fairly large, mature, uniquely diverse coastal oak-hickory forest with some evidence of past disturbance but few invasive exotic species. Extends along north and south sides of Main Road, also. | | 13860 |
| Saltmarsh and beach between Main Road (NY Route 25) and Pipes Cove. | | | |
| Saltmarsh Aster | <i>Symphotrichum subulatum var. subulatum</i> | Threatened | Imperiled in NYS 13273 |
| Dwarf Glasswort | <i>Salicornia bigelovii</i> | Threatened | Imperiled in NYS 13274 |
| Seaside Plantain | <i>Plantago maritima var. juncoides</i> | Threatened | Imperiled in NYS 13275 |
| Sea-pink | <i>Sabatia stellaris</i> | Threatened | Imperiled in NYS 13276 |
| Seaside Gerardia | <i>Agalinis maritima var. maritima</i> | Threatened | Imperiled in NYS 13277 |

| COMMON NAME | SCIENTIFIC NAME | NY STATE LISTING | HERITAGE CONSERVATION STATUS | |
|--|-----------------------------|------------------|------------------------------|------|
| Swamp just north of west terminus of project site. | | | | |
| Swamp Cottonwood | <i>Populus heterophylla</i> | Threatened | Imperiled in NYS | 3347 |
| Red Maple-Swamp White Oak Swamp | | | Rare Community Type | 8501 |
| The community is a mature, mostly intact swamp with less than 1% exotic plants | | | | |

Along shore of Shelter Island, just northeast of landfall of project route and of ferry landing.

| | | | | |
|-------------------------------|--|--|--|------|
| Marine Eelgrass Meadow | | High Quality Occurrence of Uncommon Community Type | | 6303 |
|-------------------------------|--|--|--|------|

The following animals, while not listed by New York State as Endangered or Threatened, are of conservation concern to the state, and are considered rare by the New York Natural Heritage Program.

| COMMON NAME | SCIENTIFIC NAME | NY STATE LISTING | HERITAGE CONSERVATION STATUS | |
|---|----------------------------|------------------|------------------------------|-------|
| Ponds between Main Road (NY Route 25) and Old Main Road (Skipper Horton Park),2012-07-12. | | | | |
| Dragonflies and Damselflies | | | | |
| Four-spotted Pennant | <i>Brachymesia gravida</i> | Unlisted | Critically Imperiled in NYS | 13855 |
| Needham's Skimmer | <i>Libellula needhami</i> | Unlisted | Vulnerable in NYS | 13858 |

This report only includes records from the NY Natural Heritage database. For most sites, comprehensive field surveys have not been conducted, and we cannot provide a definitive statement as to the presence or absence of all rare or state-listed species. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

Information about many of the rare animals and plants in New York, including habitat, biology, identification, conservation, and management, are available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org, from NatureServe Explorer at www.natureserve.org/explorer, and from USDA's Plants Database at <http://plants.usda.gov/index.html> (for plants).

Information about many of the natural community types in New York, including identification, dominant and characteristic vegetation, distribution, conservation, and management, is available online in Natural Heritage's Conservation Guides at www.guides.nynhp.org. For descriptions of all community types, go to www.dec.ny.gov/animals/97703.html for Ecological Communities of New York State.

Greenport to Shelter Island New 13kV Underground Feeder Cable Project

HDD Frac-Out Contingency Plan

Introduction

The Southold -Shelter Island Installation of 13kV Distribution feeder in Conduit Project requires installing three (3) new 10" conduits under the Shelter Island South North in New York using Horizontal Directional Drill (HDD) methods.

HDD is a widely used construction technique that accomplishes the installation of buried utilities with minimal environmental impact. The primary environmental impact potentially associated with HDD is the inadvertent release of drilling fluids/mud (water/bentonite mixture) to the surface during construction (sometimes referred to as "frac-out"). The drilling fluid is a slurry mixture of bentonite clay and water, and the drilling fluid is classified as a non-hazardous substance. The objective of this plan is to provide procedures that will minimize the potential for release of drilling fluids/ mud into waterbodies or onto the adjacent surface soils.

HDD will be conducted in a manner to prevent inadvertent releases of drilling mud. This plan elaborates on measures to be implemented if a release occurs despite prevention efforts. The plan is to be implemented as appropriate by the contractor to contain, control and clean up any release of drilling mud during HDD crossings conducted during the conduit(s) installation.

The contractor will attempt to minimize impacts from potential frac-outs by:

1. Utilizing best method HDD practices;
2. Providing for the timely detection of frac-outs; and
3. Implementing an organized, timely, and "minimum-impact" response in the event of a frac-out.

All stages of HDD operations involve circulating drilling fluid. Among other purposes, the drilling fluid is used in the HDD process to transport soil and rock cuttings to the surface and to stabilize the hole. The fluid also reduces drilling friction, cools and cleans the drill cutters, transmits hydraulic power to the drill bit, and performs the hydraulic excavation of the cuttings. The primary component of the drilling fluid used in HDDs installations is water. To enhance the fluid performance, a viscosifier (typically a naturally occurring bentonite clay) is added to the water to improve its properties. Because the drilling mud consists mainly of a bentonite clay-water mixture, it is not considered to be hazardous or toxic. The most likely occurrence of inadvertent mud releases developing during drilling operations is from "frac-outs." A frac-out is a condition in which the drilling mud is released through fractures in the soil and migrates toward the surface. Frac-outs usually occur when the downhole pressures are too high and overcome the restraining forces of the surrounding formation. This most often occurs during the pilot hole drilling operations when the pressures are the highest. Escape of drilling mud from a frac-out is most common near the drill entry and exit locations, but can occur at any location along the drill path. This plan identifies operational procedures and responsibilities for the prevention, containment and clean-up for the unplanned release of drilling fluids (frac-outs) associated with HDD operations for the project.

Greenport to Shelter Island New 13kV Underground Feeder Cable Project

HDD Frac-Out Contingency Plan

Superintendent Responsibilities

The superintendent and drill foreman will continuously monitor operations during HDD activities. Monitoring activities during drilling operations will include:

- Visual inspection along the drill path, fluid return pit(s) and waterbody surface for evidence of a release;
- Observation and documentation of drilling fluid pressures using HDD instrumentation;
- Observation and documentation of drilling fluid recirculation volumes;
- And documentation of all drilling fluid products used.

The contractor will have readily available and strategically placed containment equipment to contain inadvertent releases of drilling fluid to waterbodies, including earthmoving equipment, portable pumps, containment booms, hand tools, hay bales, silt fence and sandbags. Further, the superintendent will ensure that each individual involved in drilling operations is familiar with the locations of all spill containment equipment and the specific procedures for handling potential drilling fluid releases.

The superintendent has overall responsibility for implementing this Frac-Out Contingency Plan (FCP). The superintendent will be familiar with the aspects of the drilling activity, the contents of the FCP and the conditions of approval under which the activity is permitted to take place. The superintendent will make available a copy of this plan to the appropriate construction personnel. The superintendent will ensure that workers are properly trained and familiar with the necessary procedures for response to a frac-out, prior to initiation of drilling operations. The superintendent will provide the HDD schedule and hours of operation to PSEG Long Island.

The superintendent will be notified promptly when a frac-out is detected. The superintendent will have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this plan. The superintendent is responsible for notifying PSEG Long Island of the frac-out, and coordinating personnel to oversee proper clean-up and disposal of recovered material.

Loss of Return

Typically, loss of circulation has the highest probability of occurring during drilling of the pilot hole, due to the smaller bore-hole annulus and the relatively large volume of solids being displaced and carried out in the drilling fluid. In the course of drilling the pilot hole, circulation will often be temporarily lost as the pilot bit is advanced through more permeable or less competent sections of the ground formation when fluid pressures are at a maximum. As the pilot bit advances beyond these sections of the bore-hole, fluid pressure will fall and circulation within the bore-hole will naturally be re-established. Much of the fluid lost to the formation under the greater pressures will return back to the bore-hole as the pressures fall, in which case the drilling fluid is not likely to migrate to the ground surface or the water. Drill cuttings generated as a result of the drilling process often will naturally bridge and subsequently seal fractures or voids as drilling progresses, thus providing another means of re-establishing circulation. This is especially likely during the reaming process as higher volumes of larger cuttings are typically generated. Therefore it is usually beneficial to proceed with the pilot hole even if circulation has not been re-established, since

Greenport to Shelter Island New 13kV Underground Feeder Cable Project

HDD Frac-Out Contingency Plan

it will likely be re-established at some point during the reaming process. In the event a complete loss of circulation of drilling mud occurs during operation of a HDD, the contractor will cease pumping immediately, contain any drilling fluid which has surfaced, notify PSEG Long Island and evaluate the data and circumstances leading to the loss of circulation to determine what method is to be utilized to seal the fracture. Most fractures can be sealed, if detected early, by pumping special materials to prevent loss of circulation down hole. If a significant reduction of drilling fluid circulation is detected without total loss of circulation, the contractor will reduce drilling fluid volumes and subsequent pressures and will increase the yield point of drilling fluid. Then, depending upon the progress of the drilling, the drill pipe may be "tripped out" until return flow is restored.

Training

Prior to the start of construction, the superintendent will verify that the construction field crew members receive the following site-specific training:

- Review provisions of the Plan, equipment maintenance and site-specific permit and monitoring requirements;
- Review location of sensitive environmental resources at the site;
- Review inspection procedures for frac-out prevention and containment equipment and materials;
- Review contractor/ crew obligation to temporarily suspend forward progress of the drilling upon first evidence of the occurrence of a frac-out and to report any frac-outs to PSEG Long Island;
- Review operation of frac-out control equipment and the location of frac-out control materials, as necessary and appropriate; and
- Review protocols for reporting observed frac-outs and communication with appropriate regulatory agencies.

Field Crew Responsibilities

During operation of a HDD crossing, pipeline construction personnel will monitor the pipeline drill path throughout the process. Field crews will provide timely notifications and responses to observed frac-outs in accordance with procedures identified in this PCP. Appropriate response actions that do not pose additional threats to sensitive resources will be taken, as follows.

- Field crews will be briefed on what to watch for and will be made aware of the importance of timely detection and response to any frac-out of slurry.
- Field crews will have appropriate, operational communication equipment (e.g., radio, cell phones) available during the directional drilled crossing, with the ability to communicate directly with the HDD operations control center.
- If the HDD operator observes a loss in fluid pressure or loss of circulation, the operator will notify the field crews of the approximate position of the drill head.
- The superintendent and drill foreman will have the authority to order installation of containment structures, if needed, and to require additional response measures if deemed appropriate.

Greenport to Shelter Island New 13kV Underground Feeder Cable Project

HDD Frac-Out Contingency Plan

Response to Inadvertent Frac-Outs- Procedures for Release of Drilling Fluid

Should an inadvertent release of drilling fluid (bentonite) occur in accessible areas, containment and subsequent clean-up will begin immediately upon detection. Field measures to contain inadvertent releases of drilling fluid will vary according to site-specific.

The most commonly utilized system for containment of surface releases of bentonite would involve a perimeter earthen berm, hay bales, or silt fence. After containment, clean-up and restoration will generally be accomplished utilizing one of the following: hand labor, hand tools and buckets; portable pumps and hand tools; rubber tired equipment and hand tools; and/or vacuum trucks and hand tools. Isolation under certain field conditions is virtually impossible. In the unlikely event that a drilling fluid release occurs within an area that cannot be isolated or contained, such as along the bed of the waterbody or into the water, drilling operations will be stopped immediately. Upon evaluation by appropriate personnel, a decision will be made on how best to continue the crossing construction to minimize impacts. The procedures listed below will be followed. Ensure that all reasonable measures within the limitations of the technology have been taken to reestablish drilling fluid circulation; continue drilling with the minimum amount of drilling fluid required to penetrate the formation and successfully install the pipeline. In the event of an inadvertent release of drilling fluid within a waterway, the contractor will immediately contact the appropriate agencies by telephone detailing the location and nature of the release, and the corrective actions being taken.

In the event a frac-out is observed during the HDD crossing, the frac-out will be assessed to determine the amount of slurry being released and potential for the frac-out to reach the Shelter Island Sound North. Response measures will vary based on the location of frac-out as described below.

Upland Location

- Evaluate the frac-out to determine if containment structures are warranted and if they will effectively contain the frac-out.
- Promptly notify PSEG Long Island. Implement appropriate containment measures as needed to contain and recover the frac-out slurry as feasible.
- If the frac-out cannot be controlled, initiate immediate suspension of drilling operation until appropriate containment is in place.
- Depending on the volume of drilling mud lost through the frac-out, the slurry may be removed by vacuum truck, shovel or in the case of small amounts, left in place.
- Removal of excess drilling mud at a rate sufficient to prevent an uncontainable frac-out.

Water Locations

PSEG Long Island has designed the HDD to minimize the potential for frac-out in the Shelter Island Sound North. However, if an inadvertent frac-out is observed in the Shelter Island Sound North, the following measures will be implemented:

- Temporarily suspend forward progress and notify PSEG Long Island.
- Initiate containment measures and recovery of the frac-out slurry as appropriate. Conditions will be assessed as to whether hand-placed containment, recovery or other measures, such as silt curtains and turbidity barriers, would be effective and beneficial at the specific frac-out location.

Greenport to Shelter Island New 13kV Underground Feeder Cable Project

HDD Frac-Out Contingency Plan

- Evaluate the current drill profile (e.g., drill pressures, pump volume rates, drilling mud consistency) to identify means to prevent further frac-out events. Drilling operations will not be suspended unless the release poses a threat to human health and safety.
- If the fracture is mitigated and controlled, forward progress of the drilling may resume.

Containment Materials

At a minimum, the following containment, response and clean-up equipment will be available at the HDD crossing location:

- hay bales;
- silt fence;
- plastic sheeting;
- turbidity barriers
- shovels, pails;
- push brooms;
- squeegees;
- pumps and sufficient hose;
- mud storage tanks;
- standby boat;
- vacuum truck;
- generator.

Clean-Up

Site-specific clean-up measures will be developed by the superintendent and governing agencies following a frac-out. The following measures are considered appropriate.

- Drilling mud will be cleaned up by hand using hand shovels, buckets and soft bristled brooms as possible without causing extensive damage to existing vegetation. Fresh water washes will be employed if deemed beneficial and feasible.
- Containment structures will be pumped out and the ground surface scraped to bare topsoil without causing undue loss of topsoil or ancillary damage to existing and adjacent vegetation.
- Material will be collected in containers for temporary storage prior to removal from the site.
- Potential for secondary impact from the clean-up process is to be evaluated and clean-up activities terminated if physical damage to the site may exceed the benefits of clean-up activities.
- In general, no clean-up measures will be initiated for in-water releases. If site specific conditions are such that containment and clean-up may be feasible and beneficial, fresh water washes or other low-impact steps may be employed without undue disturbance to the water banks and bed.

Response Close-Out Procedures

When the frac-out has been contained and cleaned up, response closeout activities will be conducted at the direction of the superintendent and will include the following:

Greenport to Shelter Island New 13kV Underground Feeder Cable Project

HDD Frac-Out Contingency Plan

- The recovered drilling fluid will be recycled or disposed of at a stable upland location or commercial disposal facility. No recovered drilling mud will be disposed of in streams or storm drains;
- All containment measures (e.g., fiber rolls, straw bale) will be removed, unless otherwise specified by the appropriate governing agencies.

Seating and Abandonment of the Drill Hole

The following measures will be implemented in the event that drilling cannot continue along the designated drill path due to a frac-out that cannot be contained or controlled.

- Beginning from a point behind where the frac-out occurred, the hole will be re-drilled along a different path.
- The initial drill hole will be abandoned if continued drilling along a new path is not possible. This will be accomplished by filling the hole with bentonite slurry and plugging the surface opening with a cement grout.
- In case of abandonment, additional attempts at completing the HDD may be made in the same general area as the initial drill hole.

Restoration and Post-Construction Monitoring

Following clean up, restoration and revegetation will follow in accordance with contract documents and specifications.

Documentation

The superintendent will record the frac-out event in his or her daily log. The log will include the following: details on the frac-out event, the location and time of frac-out, the size of the area impacted and the success of the clean-up action.

The log report will also include the:

- Name and telephone number of person reporting;
- Location of the frac-out;
- Date and time of frac-out;
- Type and quantity, estimated size of frac-out;
- The type of activity that was occurring around the area of the frac-out;
- Description of any sensitive areas, and their location in relation to the frac-out;
- Description of the methods used to clean up or secure the site.

March 17, 2017

Mr. Stephan A. Ryba
Chief, Regulatory Branch
Department of the Army
New York District, Corps of Engineers
Jacob K. Javits Federal Building
New York, New York 10278-0090

Ms. Diane Kozlowski
Chief, Regulatory Branch
Department of the Army
Buffalo District, Corps of Engineers
1776 Niagara Street
Buffalo, New York 14207-3199

Re: F-2016-1155 (DA)
U.S. Army Corps of Engineers – Final
New York and Buffalo Districts' Regional
Conditions, the Reissuance and Modification of
the Nationwide Permit Program, the issuance of two
new Nationwide Permits and one new General
Condition.
Statewide Coastal Areas

Dear Sir and Madam:

The Department of State (DOS) has completed its review of the U.S. Army Corps of Engineers (Corps) consistency determination indicating that the proposed reissuance and modification of its nationwide permits (NWP) and issuance of two (2) new NWP and proposed regional conditions, pursuant to 33 CFR Part 330 is and will be conducted in a manner consistent to the maximum extent practicable with the New York State Coastal Management Program.

I. Pursuant to 15 CFR Part 930.41, the DOS concurs with the Corps consistency determination for the following NWP anywhere in the New York State coastal area with which all general and all Buffalo and New York District regional conditions are complied:

1. Aids to Navigation
4. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities
10. Mooring Buoys
15. U.S. Coast Guard Approved Bridges
16. Return Water from Upland Contained Disposal Areas

17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Response Operations for Oil and Hazardous Substances
21. Surface Coal Mining Operations
22. Removal of Vessels
23. Approved Categorical Exclusions
24. Indian Tribe or State Administered Section 404 Programs
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Facilities
33. Temporary Construction, Access, and Dewatering
34. Cranberry Production Activities
37. Emergency Watershed Protection and Rehabilitation
40. Agriculture Activities
41. Reshaping Existing Drainage Ditches
46. Discharges in Ditches
49. Coal Remining Activities
50. Underground Coal Mining Activities
53. Removal of Low-Head Dams

II. Pursuant to 15 CFR Part 930.41 and 930.43 the DOS concurs with the Corps' consistency determination for those NWP's with which all general and all Buffalo and New York District regional conditions are complied and with the additional condition(s), as follows:

3. Maintenance

The DOS concurs with the Corps' consistency determination for NWP 3 outside of tidal wetlands and within the NYS Coastal Area where the activities to be authorized would; involve the repair/replacement in-place or landward, with no waterward expansion or increase in footprint; or for those proposed within the artificial canals identified by DOS at:
https://appext20.dos.ny.gov/coastal_map_public/map.aspx.

11. Temporary Recreational Structures

The DOS concurs with the Corps' consistency determination for NWP 11 where the activities to be authorized are not seasonal structures.

13. Bank Stabilization

The DOS concurs with the Corps' consistency determination for NWP 13 where the activities to be authorized would occur within the canals identified by DOS at:
https://appext20.dos.ny.gov/coastal_map_public/map.aspx.

III. Pursuant to 15 CFR Parts 930.41 and 930.43, the DOS concurs with the Corps' consistency determination for the following NWP's where the activities would occur outside of the New York City Waterfront Revitalization Program:

2. Structures in Artificial Canals
9. Structures in Fleeting and Anchorage Areas
28. Modifications of Existing Marinas
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
38. Cleanup of Hazardous and Toxic Waste

IV. Pursuant to 15 CFR Parts 930.41 and 930.43 the DOS objects to the Corps' consistency determination for the following NWP's anywhere in the New York coastal area:

5. Scientific Measuring Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
12. Utility Line Activities
14. Linear Transportation Projects
25. Structural Discharges
27. Aquatic Habitat Restoration, Establishment, and Enhancement Activities
29. Residential Developments
32. Completed Enforcement Activities
39. Commercial and Institutional Developments
42. Recreational Facilities
43. Stormwater Management Facilities
44. Mining Activities
45. Repair of Uplands Damaged by Discrete Events
48. Commercial Shellfish Aquaculture Activities
51. Land-Based Renewable Energy Generation Facilities
52. Water-Based Renewable Energy Generation Pilot Projects
54. Living Shorelines

Basis for Decision

The nationwide permits listed in **II, III, and IV** above could authorize activities which would be inconsistent with one or more of the State's CMP policies and federally approved amendments to the CMP. First, in **II**, where the listed conditions are not complied with, the activities should not be subject to a nationwide permit and if so conducted, would be inconsistent with the CMP. These activities would affect the State's CMP policies pertaining to water dependent uses (Policies #1, #2, #3, #4, #20, #21); appropriate development in appropriate areas and expediting permits for that development (Policies #1, #2, #5, #6); the protection, preservation, and where practicable restoration of State designated significant coastal fish and wild life habitats (Policy #7); the protection of fish and wildlife from pollutants and hazardous wastes (Policies #8, #31, #34, #35, #36, #38, #40); flooding and erosion hazards (Policies #11, #12, #13, #14, #15, #16, #17); infringements on the public use of coastal waters and water related recreational uses (Policies #19, #20, #21, #22); preventing the impairment of scenic resources (Policies 24 and 25); the conservation of agricultural lands (Policies #26, #35); the preservation and protection of freshwater and tidal wetlands and the benefits derived from them (Policy #44); and the protection of the quality of coastal waters (Policies #30, #31, #33, #34, #35, #36, #39). These activities would also affect these policies as they are reflected in the Long Island Sound Regional Coastal Management Program and federally approved Local Waterfront Revitalization Programs.

Next, in **III**, where the activities would be located within the CMP special management area New York City Waterfront Revitalization Program (NYC WRP), the activities should not be subject to a nationwide or regional permit and if so conducted, would be inconsistent with the CMP. These activities would affect the NYC WRP policies pertaining to: water dependent uses (Policies #1, #2, #3, #8, and their associated subpolicies); appropriate development in appropriate areas (Policies #1, #2, #3, #8, #9, #10 and their associated subpolicies); the protection, preservation, and where practicable restoration of State designated significant coastal fish and wildlife habitats (Policy #4 and associated subpolicies); the protection of fish and wildlife from pollutants and hazardous wastes (Policies #4, #5, #7 and associated subpolicies); flooding and erosion hazards and increasing climate resilience (Policy #6 and associated subpolicies); infringements on the public use of coastal waters and water related recreational uses (Policies #3, #8, and associated subpolicies); preventing the impairment of scenic resources (Policy #9 and associated subpolicies); the preservation and protection of freshwater and tidal wetlands and the benefits derived from them (Policies #4, #5, and associated subpolicies); and the protection of the quality of coastal waters (Policies #4, #5, #7, and associated subpolicies).

Further, in **IV**, the activities should not be subject to a nationwide or regional permit and if so conducted, would be inconsistent with the CMP. These activities would affect the State's CMP policies pertaining to: water dependent uses (Policies #1, #2, #3, #4, #20, #21); appropriate development in appropriate areas and expediting permits for that development (Policies #1, #2, #5, #6); the protection, preservation, and where practicable restoration of State designated significant coastal fish and wild life habitats (Policy #7); the protection of fish and wildlife from pollutants and hazardous wastes (Policies #8, #31, #34, #35, #36, #38, #40); flooding and erosion hazards (Policies #11, #12, #13, #14, #15, #16, #17); infringements on the public use of coastal waters and water related recreational uses (Policies #19, #20, #21, #22); preventing the impairment of scenic resources (Policies 24 and 25); the conservation of agricultural lands (Policies #26, #35); the preservation and protection of freshwater and tidal wetlands and the benefits derived from them (Policy #44); and the protection of the quality of coastal waters (Policies #30, #31, #33, #34, #35, #36, #39). These activities would also affect these policies as they are reflected in the Long Island Sound Regional Coastal Management Program and federally approved Local Waterfront Revitalization Programs.

Finally, the NWP's listed in **II**, where the listed conditions are not complied with, **III**, where the activities would be located within the NYC Waterfront Revitalization Program, and **IV** above were determined not to be consistent to the maximum extent practicable with the State CMP policies for several reasons: 1) the specific nature of the authorized activity is unknown (e.g. structures in fleeting and anchorage areas, residential developments, approved categorical exclusions, completed enforcement actions); 2) the size or extent of the authorized activity is limitless (e.g. utility line backfill and bedding, structural discharges, maintenance dredging of existing basins); 3) the established thresholds for an activity are excessive (e.g. bank stabilization, headwaters and isolated waters discharges, 1/2 acre loss of waters, 300 lf of bank stabilization); 4) the provisions of the permits do not reflect the existing conditions of the geographic areas in which the authorized activity would occur; 5) coordinated review of authorized activities will be limited and expedited review by the Corps would exclude valuable local knowledge of on- site conditions and potential effects on local resources (e.g. water-based renewable energy); 6) the mitigation condition does not advocate "avoidance" and viable alternatives or advocating activities that would advance relevant CMP policies as the principal means of minimizing adverse effects on coastal waters, habitats, wetlands, scenic areas, special aquatic sites (mitigation banks vs. on-site mitigation) ; and 7) the authorized activities could be

inconsistent with locally adopted and State and federally approved plans as expressed in federally approved amendments to the CMP.

Alternative Measures - Regional Conditions

Pursuant to 15 CFR Part 930.43(a)(3), DOS should describe alternative measures which, if adopted by the Corps, would allow the Corps to proceed with the reissuance, modification, and issuance of new NWP's in a manner consistent to the maximum extent practicable with the CMP.

According to 33 CFR 330.4(d)(2), the Division or District Engineers may establish regional conditions for NWP's that would make them consistent with the CMP and as such, DOS is committed to developing regional conditions with the appropriate districts.

To ensure that the Corps' NWP's and activities authorized by them would be consistent with the CMP and approved LWRP's, the following condition applies to:

- 1) the NWP's listed in **II** above that do not meet the stated conditions
and
- 2) the NWP's listed in **III** when the activity to be authorized would occur within the NYC Waterfront Revitalization Program
And
- 3.) the NWP's listed in **IV** above

Activities authorized pursuant to these Nationwide Permits shall be submitted to DOS for review by the applicant. DOS will review the proposed activities pursuant to 15 CFR Part 930 Subpart D. DOS concurrence with an applicant's consistency certification shall not be presumed unless DOS fails to concur with or object to an applicant's consistency certification within six (6) months of commencement of DOS review of an applicant's consistency certification and all necessary data and information in accordance with 15 CFR Parts 930.62 or 930.63.

Should you have any questions regarding this consistency decision please contact Jeffrey Zappieri at (518) 473-2476 (e-mail: Jeffrey.Zappieri@dos.ny.gov).

Sincerely



Sandra Allen
Deputy Secretary of State

SA/mm

- c: OCRM -David Kennedy -via e-mail
COE/HQ – David B. Olson – via e-mail
COE/Buffalo District -Bridget Brown -via e-mail
COE/New York District -Brian Orzel-via e-mail
NYSDEC/Central Office -Kent Sanders via e-mail