



236 Third Street  
Greenport NY  
11944

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

**MAYOR**  
GEORGE W. HUBBARD,  
JR.  
EXT. 215

**TRUSTEES**  
JACK MARTILOTTA  
DEPUTY MAYOR

PETER CLARKE

MARY BESS PHILLIPS

JULIA ROBINS

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

**CLERK**  
SYLVIA PIRILLO, RMC  
EXT. 206

**INTERIM TREASURER**  
STEPHEN GAFFGA  
EXT. 213

MM (GH)/MS  
(MBP) to keep  
hearing open

January 26, 2023 at 7:00 PM  
Mayor and Board of Trustees – Regular Meeting  
Third Street Firehouse  
Greenport, NY 11944

### PLEDGE OF ALLEGIANCE

### MOMENT OF SILENCE

Maria Cruz DeJesus

### ANNOUNCEMENTS

The Village Office will be closed on February 20, 2023 in honor of President's Day.

### LIQUOR LICENSE APPLICATION

Spring Street Stuff LLC at 449 Main Street

### PUBLIC HEARINGS

A public hearing regarding a proposed local law of 2023 creating Section 150-51 of the Greenport Village Code creating a six-month moratorium on development in the WC Waterfront Commercial, CR Retail Commercial and CG General Commercial zoning districts of the Village of Greenport.

Mark Boyle Randy Wade Patricia Hammes  
Andrew Aurichio Matt Charters David Gilmartin  
PUBLIC TO ADDRESS THE BOARD Elizabeth Toner  
Leueen Miller  
Sarah Phillips

### REGULAR AGENDA

## CALL TO ORDER

## RESOLUTIONS

**RESOLUTION # 01-2023-1**

RESOLUTION adopting the January, 2023 agenda as printed.

GH/Jm Y

**RESOLUTION # 01-2023-2**

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

PC/JR Y

## FIRE DEPARTMENT

**RESOLUTION # 01-2023-3**

RESOLUTION approving the application for membership of Janet Yagle to the Rescue Squad of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on January 18, 2023.

SLP

JR/Jm Y

**RESOLUTION # 01-2023-4**

RESOLUTION approving the application for membership of Katherine Celiz to the Rescue Squad of the Greenport Fire Department, as approved by the Village of Greenport Fire Department Board of Wardens on January 18, 2023.

SLP

Jm/MBP Y

## VILLAGE ADMINISTRATOR

**RESOLUTION # 01-2023-5**

RESOLUTION approving an increase in the hourly wage rate for Ethan Holland, from \$ 26.43 per hour to \$ 30.00 per hour, effective February 1, 2023 owing to the completion of a job-related course of study, per Article VII (Salaries and Compensation), Section 9 (c) - Merit Clause - of the collective bargaining agreement currently in force between the Village of Greenport and CSEA Local 1000.

SG

JMO

MBP/PC Y

**RESOLUTION # 01-2023-6**

RESOLUTION scheduling a public hearing for 7:00 p.m. on February 23, 2023 at the Third Street Fire Station, Third and South Streets, Greenport, NY 11944 regarding the addition of net metering to the Village of Greenport electric service tariff, with any approved addition to be filed with the New York Power Authority.

SLP

PC/JR Y



## VILLAGE TREASURER

**RESOLUTION # 01-2023-7**

SG RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5146 to appropriate reserves to fund the purchase of four (4) cylinder heads for the Village Power Plant, per Resolution # 11-2022-11, and directing that Budget Amendment # 5146 be included as part of the formal meeting minutes of the January 26, 2023 Regular Meeting of the Board of Trustees.

JR/JM Y

**RESOLUTION # 01-2023-8**

SG RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5147 to appropriate reserves to fund the repair of the Wastewater Treatment Plant Flygt Mixer, and directing that Budget Amendment # 5147 be included as part of the formal meeting minutes of the January 26, 2023 Regular Meeting of the Board of Trustees.

JM/MBP Y

**RESOLUTION # 01-2023-9**

SG RESOLUTION authorizing Interim Treasurer Gaffga to perform attached Budget Amendment # 5148 to appropriate reserves to fund the purchase of three (3) UV Board Kits and supporting supplies for the Wastewater Treatment Plant, and directing that Budget Amendment # 5148 be included as part of the formal meeting minutes of the January 26, 2023 Regular Meeting of the Board of Trustees.

MBP/PC Y

**RESOLUTION # 01-2023-10**

SG RESOLUTION scheduling a public hearing for the 2023-2024 Village Tentative Budget at 6:00 p.m. on April 13, 2023 at the Old Schoolhouse, Front and First Streets, Greenport, New York 11944; and directing Clerk Pirillo to notice the budget hearing accordingly.

PC/JR Y

**RESOLUTION # 01-2023-11**

SG RESOLUTION authorizing the Village of Greenport to add the outstanding water and sewer balances in arrears to the Village of Greenport 2023 tax bills for the respective property, per calculations to be completed by, on or before April 30, 2023.

JR/JM Y

**RESOLUTION # 01-2023-12**

SG RESOLUTION amending attached Resolution # 12-2022-10 to revise the Account Number of the Light Investment Savings line item to read: E.0201.110.

JM/MBP Y



## VILLAGE CLERK

**RESOLUTION # 01-2023-13**

RESOLUTION approving the Public Assembly Permit Application submitted by Rena Casey Wilhelm on behalf of the Greenport Skate Park for the use of the Greenport Skate Park from 6:00 p.m. through 9:00 p.m. on October 6, 2023 and from 12:00 noon through 8:00 p.m. on October 7, 2023 for a Sound and Skate Festival and further approving a waiver of the requisite \$ 50 permit fee.

SLP  
MBP/PC Y

**RESOLUTION # 01-2023-14**

RESOLUTION approving the Public Assembly Permit Application submitted by Robert Vitelli on behalf of the New York LGBT Network for the use of specified Village streets and Mitchell Park from 12:00 noon through 5:00 p.m. on June 24, 2023 for a Pride Parade.

SLP  
PC/JR Y

**RESOLUTION # 01-2023-15**

RESOLUTION acknowledging the retirement of Office Assistant Deborah McLoughlin effective January 6, 2023 and authorizing Deborah McLoughlin to work per-diem, part-time as required, at an hourly wage rate of \$ 27.20 per hour.

SG  
JMO  
JR/JM Y

**RESOLUTION # 01-2023-16**

RESOLUTION ratifying the hiring of Rileigh Frend as a part-time Skate Guard/Carousel employee at an hourly rate of \$15.00 per hour effective January 18, 2023.

SG  
JMO  
JM/MBP Y

**RESOLUTION # 01-2023-17**

RESOLUTION approving an increase in the hourly wage rate of part-time Parks Department employee Everett Nichols from \$ 16.00 per hour to \$ 17.00 per hour, effective February 1, 2023.

SG  
JMO  
MBP/PC Y

**RESOLUTION # 01-2023-18**

RESOLUTION approving an increase in the hourly wage rate of part-time Meter Reader Robert Walden, Jr. from \$15.00 per hour to \$ 17.00 per hour, effective February 1, 2023.

SG  
JMO  
PC/JR Y

**RESOLUTION # 01-2023-19**

RESOLUTION accepting the proposal submitted by H2M, dated December 19, 2022 to prepare the Annual Water Supply Statement / Consumer Confidence Report, including the results of the New York State Department of Health's Source Water Assessment Program and the supplemental data package; and to submit the Annual Supply Statement and Supplemental Data Package to the Suffolk County Department of Health Services, New York State Health Department and New York State Department of Environmental Conservation, at a total cost of \$ 2,500; to be expensed from Account F.8310.413 (Special Services).

SLP  
JR/JM Y



**RESOLUTION # 01-2023-20**

RESOLUTION accepting the attached proposal submitted by Susan Stohr for the development and implementation of legislative and communications strategies to support the Village of Greenport in efforts to: continue the provision of grant administration services related to the microgrid storm hardening grant-funded project currently in progress, the Village of Greenport North Ferry Terminal reconstruction project, and to secure State and Federal appropriations funding including IIJA and IRA funding grants and external funding, with a maximum cost of \$ 20,250; with the Agreement term date to end on December 31, 2023.

54P  
JM / MBP Y

**RESOLUTION # 01-2023-21**

RESOLUTION accepting the proposal submitted by New Gen Strategies and Solutions for the undertaking and completion of a utilities rate study per the bid opening on October 13, 2022 and authorizing Mayor Hubbard to sign the contract between the Village of Greenport and New Gen Strategies and Solutions.

54P  
MBP / PC Y

**RESOLUTION # 01-2023-22**

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

54P  
PC / JR Y

**RESOLUTION # 01-2023-23**

RESOLUTION setting the 2023 Village of Greenport property tax lien sale for 10:00 a.m. on March 14, 2023 at Greenport Village Hall, 236 Third Street, New York, 11944; and directing Clerk Pirillo to notice the property tax lien sale accordingly.

54P  
5G  
JMO  
JR / JM Y

**RESOLUTION # 01-2023-24**

RESOLUTION authorizing the solicitation of a Request for Quotations for the purchase of Engineered Wood Fiber as a substratum for playground equipment to be procured via CDBG/HUD funding for the Fifth Street Park, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

54P  
JM / MBP Y

**RESOLUTION # 01-2023-25**

RESOLUTION authorizing the solicitation of a Request for Quotations for the purchase of pad-mounted and pole-top transformers in various quantities, and of various sizes and voltages, for future electrical projects and inventory purposes, with those quantities, sizes and voltages to be determined by the Village Administrator following a studied review, and directing Clerk Pirillo to notice the Request for Quotations accordingly.

54P  
MBP / PC Y



**RESOLUTION # 01-2023-26**

RESOLUTION rejecting all bids received for the repair, or removal and replacement, of roofs at specified Village of Greenport locations, per the bid opening on December 22, 2022 and authorizing Clerk Pirillo to re-notice the solicitation of bids for the repair, or removal and replacement, of roofs at specified Village locations.

PC/JR y

**RESOLUTION # 01-2023-27**

RESOLUTION approving the issuance of a Request for Proposals for the management of McCann Campground for the 2023 season, and directing Clerk Pirillo to notice the Request for Proposals accordingly.

TRUSTEES JR/Jm y

**RESOLUTION # 01-2023-28**

RESOLUTION approving the assignment and assumption of the license between the Village of Greenport and DB Fishing Corp for berthing and operation of the vessel known as "Peconic Star III" to Rachel Johnson and Todd Johnson of Johnson Fishing Co., predicated upon approval of the license assignment by the Metropolitan Transit Authority and the assumption of the obligations of that license by the assignees Rachel Johnson and Todd Johnson. Jm/PC MBP "excused"

**RESOLUTION # 01-2023-29**

RESOLUTION approving the assignment and assumption of the license between the Village of Greenport and Peconic Star Asset Corp for berthing and operation of the vessel known as "Peconic Star Express or Peconic Star IV" to Rachel Johnson and Todd Johnson of Johnson Fishing Co., predicated upon approval of the license assignment by the Metropolitan Transit Authority and the assumption for the obligations of that license by the assignees Rachel Johnson and Todd Johnson.

PC/Jry MBP "excused"

**RESOLUTION # 01-2023-30**

RESOLUTION scheduling a public hearing of the Board of Trustees for 7:00 p.m. on February 23, 2023 at the Third Street Fire Station, Third and South Streets, Greenport, New York, 11944 regarding the application of Sofia and Michael Antoniadis and On Front Street LLC, regarding the property 308 Front Street, Greenport, New York, for a hardship exemption from the provisions of the moratorium adopted by the Board of Trustees to allow for the applicants/owners to apply to the Planning Board for approval to alter the interior of the property to create separate yoga, pilates, and private treatment rooms, bathrooms, office spaces, and possible storage areas in both the basement and attic.

Jr/JM y

## VOUCHER SUMMARY

**RESOLUTION # 01-2023-31**

RESOLUTION approving all checks per the Voucher Summary Report dated January 20, 2023, in the total amount of \$ 657,162.96 consisting of:

- o All regular checks in the amount of \$ 611,399.05, and
- o All prepaid checks (including wire transfers) in the amount of \$ 45,763.91.

Jm/mbp y

MM (GH) to adjourn to Executive  
Session MS (Jm) y

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year:	2023	Period: 1	Trans Type:	B2 - Amend	Status:	Batch
Trans No:	5146	Trans Date:	01/11/2023	User Ref:	STEPHEN	
Requested:	P. PALLAS	Approved:		Created by:	STEPHEN	01/11/2023
Description:	TO APPROPRIATE RESERVES TO FUND THE PURCHASE OF 4 CYLINDER HEADS FOR THE VILLAGE POWER PLANT PER VBR #11-2022-11				Account # Order:	No
					Print Parent Account:	No

Account No.	Account Description	Amount
E.5990	APPROPRIATED FUND BALANCE	88,000.00
E.0345	MISC POWER PLANT EQUIPMENT	88,000.00
	<b>Total Amount:</b>	<u>176,000.00</u>



# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 1 Trans Type: B2 - Amend Status: Batch  
Trans No: 5147 Trans Date: 01/12/2023 User Ref: STEPHEN  
Requested: A. HUBBARD Approved: Created by: STEPHEN 01/12/2023  
Description: TO APPROPRIATE SEWER FUND RESERVES TO FUND THE REPAIR OF THE  
WASTEWATER TREATMENT PLANT FLYGT MIXER Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	3,652.00
G.8120.202	MAJOR SEWER MAIN REPAIR..	3,652.00
Total Amount:		7,304.00

# VILLAGE OF GREENPORT

## Budget Adjustment Form

Year: 2023 Period: 1 Trans Type: B2 - Amend Status: Batch  
Trans No: 5148 Trans Date: 01/12/2023 User Ref: STEPHEN  
Requested: A. HUBBARD Approved: Created by: STEPHEN 01/12/2023  
Description: TO APPROPRIATE SEWER FUND RESERVES FOR THE PURCHASE OF 3 UV  
BOARD KITS AND SUPPORTING SUPPLIES FOR THE WASTEWATER  
TREATMENT PLANT Account # Order: No  
Print Parent Account: No

Account No.	Account Description	Amount
G.5990	APPROPRIATED FUND BALANCE	11,531.00
G.8130.201	EQUIPMENT / SECONDARY TREATMENT..	11,531.00
Total Amount:		23,062.00





---

VILLAGE OF GREENPORT  
BOARD OF TRUSTEES  
REGULAR MEETING  
THURSDAY, DECEMBER 22, 2022 AT 7:00 PM  
RESOLUTION OF THE BOARD OF TRUSTEES

At the Village of Greenport Board of Trustees Regular Meeting held on Thursday, December 22, 2022; the Board adopted a

RESOLUTION authorizing Interim Treasurer Gaffga to transfer funds from specific General, Light, Water, and Sewer accounts to NYCLASS and to post those funds to the following newly created General Ledger Accounts: A.0201.110 General Investment Savings, E.0121.110 Light Investment Savings, F.0201.120 Water Investment Savings, and G.0201.110 Sewer Investment Savings.

**RESULT:**           **ADOPTED [UNANIMOUS]**

**MOVER:**           Mary Bess Phillips, Trustee

**SECONDER:**       Julia Robins, Trustee

**AYES:**            Jack Martilotta, Mary Bess Phillips, Julia Robins, George W. Hubbard Jr.

**EXCUSED:**        Peter Clarke

STATE OF NEW YORK  
COUNTY OF SUFFOLK ss:

THIS IS TO CERTIFY THAT I, Sylvia Pirillo, Village Clerk of the Village of Greenport of the County of Suffolk, have compared the foregoing copy of the resolution now on file in this office, which was adopted by the Village of Greenport Board of Trustees on December 22, 2022 and that the same is a true and correct transcript of said resolution of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Greenport of the County of Suffolk.

Dated:           December 22, 2022

Sylvia Lazzari Pirillo, RMC  
Village Clerk

## **VILLAGE OF GREENPORT PROPOSED 2023 SCOPE OF WORK**

PRESENTED BY SUSAN STOHR, SJS ASSOCIATES

This proposal provides for the continuation of policy, logistical and administrative support for the Village Administrator regarding the identification, development and implementation of strategies to secure state and federal appropriations and grants funding to support the Village of Greenport (Village) project development, operational and policy objectives.

### **Greenport Municipal Utility Microgrid Project**

- Continuing support for the Village Administrator in ongoing discussions with the Program Manager, Microgrids and other staff of the Governor's Office of Storm Recovery (GOSR) ("Resilient Homes and Communities") regarding Project development, schedule, the completion of federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- Participation in bi-weekly conference calls with GOSR staff and the Village Administrator regarding Project status, developments.
- Participation, as necessary, in meetings with GOSR staff regarding the Project.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for HTFC funding guidelines.
- Communication, if necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

### **Twin Forks Passenger Ferry Terminal Reconstruction Project**

- Continuing support for the Village Administrator in ongoing discussions with the New York State Department of Transportation (NYS DOT) and the US Department of Transportation Federal Highway Administration (FHWA) regarding Project development, schedule, the completion of state and federal forms and other requirements necessary to comply with federal requirements and advance the federal grant funding.
- As necessary, participation in meetings and conference calls with NYSDOT, FHWA and other staff and the Village Administrator regarding Project status, developments.
- Support, if necessary, to secure additional federal funding and/or support timeline extension for federal DOT and NYS DOT funding guidelines.
- Continuation of efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand) to confirm, commit NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- Communication, as necessary, with Congressional members and staff to support Project federal grant funding efforts and/or secure additional grants funding for the Project.

### **Legislative**

- Work with the relevant Congressional Members and staff in the DC and regional offices (including Sens. Schumer, Gillibrand and Congressman LaLota) and Members and staff in the NYS Legislative offices (including Sen. Palumbo and Assembly Member Giglio) to identify existing and emerging federal and state funds, including, but not limited to, the "Infrastructure Investment and Jobs Act" (IIJA), and "Inflation Reduction Act" (IRA) funds and state funds made available through the implementation of the "Climate Leadership and Community Protection Act" (CLCPA) to support the Village projects, programs, and objectives, including, but not limited to the Mitchell Park Bulkhead Replacement Project and the proposed Sewer Main Extension for the Sandy Beach and Safe Harbor Facilities.
- Continuation of efforts with NYS Congressional offices (Congressman LaLota, Sens. Schumer and Gillibrand if necessary) to secure NYS Department of Transportation (NYS DOT) repurposed funds for the redesign of the North Ferry Terminal Facility.
- As appropriate, development/implementation of strategies to advance and support the Village's project and operational funding priorities that may be potentially impacted by existing and emerging Congressional and New York State legislation.
- Work to identify additional (non-appropriations) federal and external funding sources (i.e. grants funding opportunities) that may be applicable funding sources for the Village.

## **SCHEDULE OF FEES**

I propose a continuation of the existing contract through December 31, 2023 that provides for not more than 150 hours of consulting services at a fee of \$135 per hour for the term of the twelve-month contract.

In addition to the professional fee, I would be reimbursed for agreed upon, reasonable and necessary out-of-pocket expenses incurred in connection with my work with the Village.





# H2M Standard Terms & Conditions

Client	Inc. Village of Greenport	H2M's Rep.	John R. Collins, P.E.
Site	236 Third Street, Greenport, New York 11944	Phone/E-Mail	jcollins@h2m.com
Services	Preparation of 2022 Annual Water Quality Report		
Client's Rep.	Paul Pallas, P.E.		
Phone/E-Mail	pjpallas@greenportvillage.org		

## 1. Applicability of Terms and Conditions.

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

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

## 2. Authority of Signers and Parties.

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

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

## 3. Contractual Obligations

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

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

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

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

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

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

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

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

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

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

## 4. Payment Terms

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

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

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



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

**4.2.2.** Any other expenses set forth in the proposal.

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

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

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

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

## **5. Project Risk Management**

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

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

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

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

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

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

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

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

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

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

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

## **6. Dispute Resolution**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**8. General Terms**

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

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

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

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

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

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

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

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

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

**9. Construction-Related Terms**

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

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

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

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



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

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

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

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

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

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

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

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

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

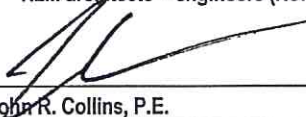
**9.4. Cost Opinions.** Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost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

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

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

#### Accepted and Agreed

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

H2M	H2M architects + engineers (New York)
Signature	
By: Name	John R. Collins, P.E.
Title	Vice President
Date	12/19/2022



## SERVICE AGREEMENT

Beginning Date: 3/1/2023 End Date: 2/28/2024 Customer Number: 9786052  
Bill To: Attn: Doug Jacobs Customer Site: Attn: Doug Jacobs  
Village of Greenport, Electric Department Village of Greenport, Electric Department  
236 Third Street, Greenport NY 11944 400 Moores Lane, Greenport NY 11944

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

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the sum of:

Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

Payable in 1 ☐ MONTHLY, ☐ QUARTERLY, ☒ ANNUAL (Check One) installment(s) of:

Ten Thousand Eight Hundred DOLLARS \$ 10,800.00

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

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

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

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

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

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

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

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

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

CLIENT: \_\_\_\_\_

GARRATT-CALLAHAN COMPANY

BY: \_\_\_\_\_  
(PRINTED NAME)

BY: Peter Cheng  
(PRINTED NAME)

\_\_\_\_\_  
(SIGNATURE/DATE)

\_\_\_\_\_  
(SIGNATURE/DATE)

TITLE: \_\_\_\_\_

TITLE: Senior Territory Manager





## Terms and Conditions of Sale

### **Approval and Acceptance**

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

### **Prices and Freight Charges**

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

Note: The following exception applies:

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

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

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

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

### **International Orders**

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

### **Prices and Freight Charges – Maritime Sales**

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



#### **Applicable Taxes**

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

#### **Invoice Payment Terms**

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

#### **Warranty and Return**

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

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

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

#### **Delivery and Losses**

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

#### **Right to Cure**

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





### **Insurance**

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

### **Exceptions**

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

### **Indemnification**

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

### **Assignment**

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

### **Equal Opportunity**

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





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

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

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

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GARRATT-CALLAHAN COMPANY

\_\_\_\_\_  
DATE