

Amendment No. 1 to
AGREEMENT BETWEEN
THE CITY OF NEW YORK AND THE
TOWN OF BEDFORD, NEW YORK, FOR THE
BEDFORD WASTEWATER PROJECT

THIS AMENDMENT NO. 1 (~~the “Amendment”~~^{“No. 1”}) is made and entered into as of the Amendment Effective Date, by and between the **CITY OF NEW YORK** (the “City”), a municipal corporation of the State of New York, acting by and through the **NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“DEP”), having its principal office at 59-17 Junction Boulevard, Flushing, New York 11373, and the **TOWN OF BEDFORD** (the “Town”), a municipal corporation of the County of Westchester, in the State of New York, having its principal office at 321 Bedford Road, Bedford Hills, New York 10507 (each, a “Party,” and collectively, the “Parties”).

WHEREAS, the City is obligated to pay for a Regulatory Upgrade at the Bedford Lakes Apartments WWTP (“BLA WWTP”); and

WHEREAS, the Town owns the BLA WWTP; and

WHEREAS, the Parties entered into the Agreement, effective June 28, 2019 (Reg. No 826 20191425427, Contract No. CRO-579), pursuant to which the City would provide funding for a wastewater Project (at times referred to herein as the “Phase I Project”), which included, among other things, the formation of a new Sewer District, and the construction of a new Bedford collection system to serve entities currently served by three nearby non-municipal WWTPs as well as entities that do not currently have sewer service; and

WHEREAS, the Phase I Project is expected to be completed in the fourth quarter of 2021; and

WHEREAS, the Town has proposed decommissioning the BLA WWTP and replacing it with a pump station that connects via a new force main to the collection system installed in the Phase I Project and also expanding the Bedford Hills WWTP to handle this additional flow

capacity, as well as additional flow from approximately 89 residential properties in the Hamlet of Katonah along Bedford, Edgemont and Valley Road, a number of other residential properties along Railroad Avenue and the properties currently served by the BLA WWTP (the “Septic Properties”, as detailed in Schedule B) currently served by septic systems; and

WHEREAS, the BLA WWTP is proposed to be converted to a pump station, with the existing BLA WWTP and treatment systems to be decommissioned. Flow would be pumped through a new 4-inch force main in order to connect with the Phase I Project collection system. The capacity of the force main would be a factor of where and how many future connections are proposed, balanced with design of the Bedford Lake pump station; and

WHEREAS, upgrades to the soon to be Town owned Bedford Hills Waste Water Treatment Plant (the “Bedford Hills WWTP”) would be necessary in order to treat the additional flow from the Septic Properties. The proposed force main route would run along Bedford Road and cross the Saw Mill River Parkway. Upgrades would need to occur at Phase I Pump Station B to accommodate the additional flow and new force main discharge. The flow would then travel through the Phase I Project sewer system, ultimately being conveyed to the Bedford Hills WWTP. Connection of Septic Properties to the Bedford Hills WWTP would require 22,000 gallons per day of capacity.

WHEREAS, (the connection of the Septic Properties to the Bedford Hills WWTP, the expansion of the Bedford Hills WWTP capacity, amendment of the existing Bedford Hills WWTP SPDES permit and decommissioning of the BLA WWTP are referred to herein as the “Phase II Project,” as further defined below in Section XX): and

WHEREAS, since the Phase II Project would eliminate the need for a Regulatory Upgrade at the BLA WWTP and provide additional water quality benefits, the City is willing to contribute financially to the Phase II Project in accordance with the terms and conditions of the Agreement as amended by this Amendment No. 1;

WHEREAS, the Town acted as lead agency and coordinated an environmental review pursuant to the State Environmental Quality Review Act (“SEORA”) and its implementing

regulations (6 NYCRR Part 61Z) in connection with its formation in 2017 of the Sewer District and for the construction and implementation of the Phase II Project; and

WHEREAS, the provisions set forth in the original Agreement with respect to the Phase I Project shall remain in effect until such time as the Phase I Project is completed.

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, the Parties agree as follows:

Definitions

~~All capitalized terms used herein without definition shall have the respective meanings assigned to them in the Agreement~~

1. Registration Required

Paragraph 1 of the Agreement shall be modified as follows:

“This Amendment No. 1 shall not take effect until it is registered pursuant to Section 328 of the New York City Charter. The date of registration shall be the Amendment Effective Date of this Agreement.”

2. A new Paragraph 1.A. shall be added to the Agreement, as follows:

Definitions

All capitalized terms used herein without definition shall have the respective meanings assigned to them in the original Agreement.

2.3. Term of the Agreement

~~Placeholder in case term needs to be extended pending milestone schedule.~~

The term of the Agreement shall remain unchanged, The term of this Amendment shall commence on the Effective Date, and, unless otherwise extended in a writing signed by both Parties, with the approval of the DEP Agency Chief Contracting Officer (the “ACCO”), shall

expire on the fifth anniversary of the Effective Date of this Amendment, unless terminated sooner pursuant to the terms of this Amendment. All expenses that would otherwise qualify as an Eligible Cost (as defined in Section 6, below), incurred by the Town during the term shall be reimbursable from the funding to be provided by DEP under the Agreement and this Amendment, subject to the terms and conditions set forth below.

4. Overview of the Phase II Project

Paragraph 3 of the Agreement entitled “Overview of the Project” shall remain with respect to the Phase I Project. Paragraph 3 is hereby amended to include the following additional project description with respect to the Phase II Project:

k) The term “Phase II Project,” as used herein, includes, but is not limited to, the following tasks:

- i) ~~Sewer District expansion.~~ The Town shall prepare and approve a Map, Plan & Report with respect to expansion the creation of the a new existing Sewer District to be known as Sewer District No. 1 prepared with respect to the Phase I Project; and
- ii) The Town shall design and construct a pump station sufficient to transmit 22,000 gpd (the “BLA Pump Station”); and ~~Is 22,000 the W&C figure for Phase 2?~~
- iii) The Town shall construct a 4-inch force main along Bedford Road across the Saw Mill Parkway connecting the BLA Pump Station to the Collection System installed as part of the Phase I Project (the “Force Main”); and ~~Section 4 in general is too specific as we discussed today.~~
- iv) Upon securing DEP approval of variances pursuant to Sections 18-61(d)(1) and 18-61(e)(1) of the Watershed Regulations, as amended November 29, 2019, the Town shall expand the Bedford Hills WWTP to accommodate the increased flow from the Phase II Project (the “Bedford Hills WWTP Expansion”); and
- v) The Town shall decommission the BLA WWTP and complete site restoration at the BLA site pursuant to the Watershed Regulations; and

- vi) ~~SPDES permit termination~~The SPDES permit shall be amended to provide for an increase in 22,000 gallons of capacity to through a variance to the existing SPDES permit; and
- vii) Installation of approximately 4,000 linear feet of 8 inch gravity sewer to connect the 89 Septic Properties along Bedford, Edgemont, and Valley Roads to the Collection System and a 2 inch low pressure system to convey flow from the 13 Septic Properties along Railroad Avenue to the Collection System.
- 1) [placeholder for connection agreement w/BLA depending on ownership of BLA WWTP].

5. The Town's Phase II Project Obligations

The existing obligations set forth in Paragraph 4 of the Agreement shall remain in force and effect until termination of Phase I. The following new obligations shall be included in Paragraph 4 with respect to this Amendment:

k) Milestones. Subject to DEP's meeting its payment obligations as set forth below, the Town is responsible for completing the Phase II Project and complying with its obligations under ~~the Agreement, as amended~~this Amendment, in a diligent fashion in accordance with the schedule of Phase II Milestones that are attached to this Amendment No. 1 as Schedule A and incorporated herein by reference (the "Phase II Milestones"). The Phase II Project shall be functionally completed, and therefore the expanded Sewer District shall be capable of treating wastewater from the Septic Properties, [BLA] at the Bedford Hills WWTP via the Collection System to the Bedford Hills WWTP, no later than the Phase II Operational Date (as defined in Schedule A) unless the Parties agree, pursuant to Section 8(d), below, to extend that Phase II Milestone date. If the Town fails to satisfy its obligations in accordance with the Phase II Milestones, DEP may, without limitation of any other remedies it may have at law or in equity, invoke the repayment provisions under Section 8, below.

- (i) During the term of this Amendment, the Town shall submit deliverables to DEP for its review as set forth on Schedule A. DEP shall review and comment within two weeks of receipt. To the maximum extent possible, the Town shall incorporate any

revisions necessitated by DEP's comments in the final version of the relevant document.

- (ii) Where the due dates for Milestones described in Schedule A are expressed in terms of other events, the Town shall notify DEP, in writing and within five business days, of the occurrence of such other events.

l) _____ The Town will secure all necessary regulatory approvals, permits, and agreements required for the Phase II Project, including, without limitation, as follows: DEP variances described in Section **xxx**; DEP approved Stormwater Pollution Prevention Plan; Bedford Hills WWTP SPDES permit modification; Westchester County Collection System approvals; and ~~sewer district expansion~~ formation of Bedford Sewer District No. 1.

m) Connection Agreements. [placeholder for connection agreement w/BLA depending on ownership of BLA WWTP]

n) Acquisition of Necessary Easements and/or Access Rights. The Town shall enter into agreements with the relevant property owners to acquire the necessary easements and/or construction access for construction and operation of the Phase II Project, including, but not necessarily limited to the following, by no later than the applicable Milestones set forth in Schedule A: INSERT LISTS OF NECESSARY EASEMENTS

o) ~~e~~ Design Services and Construction Management. The Town, on behalf of the Sewer District, will manage the design and construction of the Phase II Project through a qualified consultant, and subconsultants as needed, who shall be managed by a professional engineer licensed to practice in the State. _____

p) Procurement and Contracting. The Town shall procure construction contract(s) for the Phase II Project in accordance with Sections 4(g), 15 and 16 of the original Agreement or, to the extent legally permissible, issue change orders to construction contracts awarded in accordance with Sections 4(g), 15 and 16 of the Agreement for the Phase II Project construction work.

q) Construction.

(i) The Town shall commence and complete construction of the [Town to provide project details].

(ii) The Town shall not substantially deviate from the final, approved plans and specifications for the Phase II Project construction without the prior written approval of DEP.

r) Amend sewer use law?

s) The Town will take all necessary steps to accomplish the decommissioning and site restoration of the existing BLA WWTP.

6. Funding for the Phase II Project

Paragraph 5 of the Agreement shall remain in force and effect with respect to the funding for the Phase I Project except where otherwise set forth in this Amendment. Paragraph 5 of the Agreement is hereby amended with respect to the funding for the Phase II Project:

f) The Town may use nine hundred and fifty thousand dollars (\$950,000) of the DEP Regulatory Upgrade Funding Allocation, described in Section 5(~~1a~~) of the Amendment Agreement, provided to the Town pursuant to Section 7 of the ~~Agreement~~ Amendment for the Phase II Project.

g) In addition to the funds described in Section 6(~~1a~~), DEP has allocated up to seven million seven hundred thousand (\$7,700,000) dollars for the Regulatory Upgrade at the BLA WWTP (the “DEP BLA WWTP Funds” and, together with the funds described in Section 6(~~1a~~), the “DEP Phase II Project Funds”). DEP will provide the DEP BLA WWTP Funds to the Town on an incremental basis as described in ~~Section Paragraph 7~~ 8, below, for the purposes of the Phase II Project. In the event that any of the DEP Phase II Project Funds paid to the Town have not been spent on eligible Phase II Project costs under this Agreement by the **Phase II Final Completion Date** (as defined in Schedule A), such funds shall be returned to DEP in accordance with the provisions of **Section 87(b)**, below.

h) The Town has been granted up to [XXX] dollars in additional funds by Westchester County from the EOH WQIP Fund that may be used for any purposes related to the Phase II Project (“Phase II EOH Funds”). The Town shall comply with the requirements set forth in the WC-Bedford Intermunicipal Agreement with respect to the expenditure of Phase II EOH Funds relating to the Phase II Project.

i) The Town will issue sewer bonds to cover a portion of the cost of the Phase II Project, initially in the amount [XXX] dollars, the proceeds of which will be applied to the cost of the Project (the “Phase II Sewer Bond Proceeds”).

j) The Town understands that the DEP Phase II Project Funds will not cover the full cost of the Phase II Project and the Town is responsible for securing additional necessary funds to complete the Phase II Project in accordance with the Phase II Milestones (“Town Funds”). Notwithstanding anything to the contrary set forth herein, DEP will not contribute any funds in excess of the DEP Phase II Project Funds to the Phase II Project.

3.7. Use of DEP Phase II Project Funds

Paragraph 6 of the Agreement shall remain in force and effect with respect to the eligible funding for the Phase I Project except where otherwise set forth in this Amendment. Paragraph 6 of the Agreement is hereby amended with respect to the use of DEP Phase II Project funds, as follows:

- e) Eligible Costs. Subject to the restrictions set forth in this Section 67, DEP agrees to pay for the reasonable and necessary costs associated with the Phase II Project up to the amount set forth in subsection (b), below, in accordance with the terms and conditions in the Agreement, as amended by this Amendment (“Phase II Eligible Costs”). The Phase II Eligible Costs shall include:
- (i) the actual cost of the work to construct the Force Main and BLA Pump Station and perform the Bedford Hills WWTP Expansion and any other tasks described in Project overview, including the cost of premiums for all

insurance and/or performance and payment bonds required by the Agreement; and

- (ii) the actual cost of construction management services and design services during construction provided by a project management superintendent or engineering firm where appropriate; and
- (iii) administrative costs directly attributable to the above tasks, including reasonable attorneys' fees and expenses incurred to negotiate this Amendment, obtain all necessary government permits and approvals, and provide legal assistance in connection with design and construction (such attorneys' fees shall not exceed [REDACTED] dollars in the aggregate without prior DEP approval, and the hourly rate therefore shall not exceed the lesser of three hundred (\$300) dollars per hour or the hourly rate normally charged by such attorney); and
- (iv) other costs directly related to the Phase II Project that may be approved by DEP in writing in advance of the Town expending such amounts.
- (v) In no event shall any Town overhead or employee compensation costs qualify as Phase II Eligible Costs.
- (vi) Neither the costs associated with the installation of any lateral lines that will be privately owned, nor any costs associated with any modification that might be needed to the SPDES Permit shall be Eligible Costs. The existing sewer lines serving the Bedford Lake condos and rentals are rather complex and may need redesign to serve the Phase II Project arrangement. Some of these lines may also be privately owned.
- (vii) Phase II Eligible Costs under (i), (ii), and (iv) above are limited to payments to consultants, including subconsultants, that have been approved by DEP based on DEP's not being aware of any basis on which it would find the consultant or subconsultant non-responsible for award of a DEP contract based on a lack of business integrity.

- f) Total Phase II Eligible Costs Payable by DEP. Notwithstanding anything to the contrary herein, the aggregate total of all Phase II Eligible Costs payable by DEP hereunder shall not exceed seven million seven hundred thousand (\$7,700,000) dollars.
- g) Administration of DEP Phase II Project Funds by the Town. The Town shall manage, coordinate and administer the costs and payments required in connection with the performance of its Phase II Project obligations in accordance with the terms hereof, including compliance with the Phase II Milestones. In no event shall any DEP Phase II Project Funds distributed by DEP to the Town under this Agreement be used for any expense other than Phase II Eligible Costs
- (i) Payments by the Town. The Town shall require that all requests for payments from the Town by its consultants and contractors for Eligible Costs be made by itemized voucher. Such vouchers shall include documentation demonstrating that the work for which payment is sought has actually been performed, and that the vouchers cover a Phase II Eligible Cost as defined in this Amendment. Where appropriate, the documentation supporting the voucher may include items such as purchase orders, canceled checks, certified payroll records and machinery use records. The Town shall ensure that all funds advanced to it shall be used exclusively for Phase II Eligible Costs incurred in connection with Phase II Project activities as set forth herein.
- h) Excess Costs. Any costs or expenses related to the Phase II Project or compliance with any requirements of the Agreement, as amended by this Amendment, that exceed the not-to-exceed amount of DEP Funds set forth in subsection (b) above, or are determined by DEP after accounting and reconciliation not to qualify as a Phase II Eligible Cost, shall be borne by the Town, and any disputes as to DEP's determination of eligibility shall be resolved in accordance with **Section 8.1**, below.

8. Payment and Accounting Process

Paragraph 7 of the Agreement shall remain in force and effect with respect to the funding for the

Phase I Project except where otherwise set forth in this Amendment. Paragraph 7 of the Agreement is hereby amended with respect to the payment and accounting process for the Phase II Project:

- k) After the Town has spent the Phase II EOH Funds and the Phase II Sewer Bond Proceeds, obtained the variance described in Section xx, and awarded the construction contract described in Section xx, provided the Town is in compliance with the Phase II Milestones in Schedule A, the Town may submit an invoice to DEP for an advance payment of the DEP BLA WWTP Funds, which invoice shall be supported by documentation demonstrating the Town's expenditure of [XXX] dollars on the Phase II Project, certifying that these expenditures were of Phase II EOH QUIP Funds and Phase II Sewer Bond Proceeds, and showing all funds allocated under binding Town contracts for Eligible Costs but not yet expended, below.
- l) Accounting Back-up Documentation and Audit. The provisions of Sections 7(c) and (h) of the Agreement governing, *inter alia*, accounting, unspent funds, audit applicable to Eligible Costs and DEP Funds shall apply to Phase II Eligible Costs and DEP Phase II Project Funds, except that, with respect to Section 7(c), if the parties cannot resolve a disagreement about a Phase II Eligible Costs within ten business days after the DEP notice described therein, the dispute resolution provision set forth in Section 11 of the Agreement shall apply.
- m) Unspent Funds and Disallowed Expenditures. Without limiting the provisions of Section-Paragraph 9 of this Amendment, below, to the extent that any DEP Phase II Project Funds advanced to the Town hereunder have not been expended for Eligible Costs in connection with the Project in accordance with the terms of the Agreement by the date of the post-completion accounting as defined in Schedule A, all such unexpended monies, including the interest earned thereon, if any, shall be returned to DEP within thirty days of receipt by the Town of the City's demand therefor. In addition, the total amount of any expenditures made by the Town that were found by DEP to be unauthorized and/or not Phase II Eligible Costs hereunder after any accounting as set forth above shall be paid to DEP within thirty days of receipt by the

Town of the City's demand therefor. In the event of a termination pursuant to Section 27(a) of the Agreement, any advanced DEP Phase II Project Funds not actually spent on allowable Eligible Costs, and the total amount of any expenditures found to have been unauthorized by DEP, shall be returned to the City within thirty days of the effective date of such termination, together with a final accounting covering the period from the date of the last accounting submitted under this Section (if any).

- n) Post-Completion Accounting and Reconciliation. Within sixty days after the Phase II Final Completion Date (as defined in Schedule A), a final accounting and reconciliation shall be prepared and submitted to DEP by the Town in accordance with the back-up documentation requirements set forth above in this Section with respect to the interim accounting submissions, documenting the expenditure of DEP Phase II Project Funds and showing all unspent and uncommitted funds advanced by DEP. With such accounting, the Town shall identify and fully explain any reasons why it requests DEP approval to retain any of the unspent funds for a specified time, during its resolution of a pending dispute with any contractor or vendor. Such request will not be unreasonably denied, provided that any such approved hold-back of unspent funds shall be for no longer than a period ending sixty days prior to the expiration of the term of the Agreement.

4.9. Town's Reimbursement Obligation

Paragraph 8 of the Agreement shall remain in force and effect with respect to the funding for the Phase I Project except where otherwise set forth in this Amendment. Paragraph 8 of the Agreement is hereby amended with respect to the funding for the Phase II Project:

In the event that DEP determines, in accordance with the process described in subsection (a) of this Section, that the Phase II Project is unlikely to be completed by the Phase II Final Completion Date, as it may have been extended pursuant to subsection (d), below, DEP reserves the right to terminate this Agreement in accordance with the process described herein .

- f) Process for Identifying and Addressing Delays. The Town will provide, by email to the Project Manager, quarterly progress reports no later than the 15th day following the end of each calendar quarter, which:
- (i) Describe the work done over the previous quarter;
 - (ii) Identify the Phase II Milestones that have been completed;
 - (iii) Identify the calendar dates for completion of future Phase II Milestones for which a predicate date has occurred that starts a time period running;
 - (iv) Discuss any delays anticipated for the completion of any upcoming Phase II Milestones; and
 - (v) Propose ways to minimize any such delays and to ensure that the Phase II Project as a whole is completed no later than the Phase II Final Completion Date.
- g) The Parties agree that the Phase II Milestones most critical to determining whether the Phase II Project will be completed on schedule are:
- (i) [Placeholder]
- h) Upon request from either DEP or the Town, and in any event no fewer than thirty days before each of the required completion dates for the Phase II Milestones identified in subsection (b), above (the “Critical Phase II Milestones”), representatives of the Parties shall meet in person or by telephone to discuss progress on the Phase II Project, unless a meeting required in advance of a Critical Phase II Milestone is waived in writing by both Parties. At such meetings, the Parties will discuss the impacts of any actual or anticipated delays in completing Critical Phase II Milestones on the Town’s ability to ensure that the Phase II Project is complete by the Final Completion Date.
- i) If through the discussions described above, the Parties agree that an extension of any Critical Phase II Milestone is warranted, they may agree, in writing, to an extension.

DEP reserves the right to consult with the State Department of Health, the USEPA, and NYSDEC before agreeing to any such extension. [Why EPA?](#)

- j) If, following the process described above in this Section, DEP reasonably determines that the Phase II Project is not likely to be completed by the Phase II Final Completion Date as it may be extended the Town shall refund the Phase II Project Funds to DEP within sixty (60) days of a request made by DEP.

5.10. Phase II Insurance; Bonds

Before they commence any work on the Phase II Project, the Town must comply with the insurance and bond requirements applicable to the Project as set forth in Section 10 and Exhibit C of the Agreement.

6.11. Content and Administration of Contracts

The provisions of Section 16 of the Agreement relating to contracts for the performance of Project work shall also apply to contracts for the performance of Phase II Project Work.

7.12. The Town's Representations and Warranties

- k) The Town represents and warrants that:
- (i) it has all requisite power and authority to execute, deliver and perform the Agreement, as amended by [this Amendment](#) ~~No. 1~~;
 - (ii) this Amendment ~~No. 1~~ has been duly authorized by all necessary action on the part of the Town, has been duly executed and delivered by the Town and, assuming due execution and delivery by the City, and registration pursuant to City Charter Section 328, constitutes the legal, valid and binding agreement of the Town, enforceable in accordance with its terms; and
 - (iii) the execution and delivery of this Amendment ~~No. 1~~ and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or

default under any provision of applicable law, charter, ordinance or regulation or to the extent of the Town's knowledge, of any material agreement, judgment, injunction order, decree or other instrument binding upon the Town.

- 1) Acceptance by the Town of DEP BLA WWTP Upgrade Funds hereunder shall be deemed at such time to be a reaffirmation of the foregoing representations and warranties.

8-13. Counterparts

This Amendment ~~No. 4~~ may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Conflicts Between Agreement and Amendment

Where any conflict exists between this Amendment and the Agreement, the terms of this Amendment shall control. Any terms of the Agreement not expressly amended by this Amendment shall remain in force and effect.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Commissioner of the New York City Department of Environmental Protection, or his or her designee, on behalf of the City, and the Town Supervisor, on behalf of the Town of Bedford, have executed this Agreement, in quadruplicate, one part to be filed with the Comptroller of the City of New York, one part to be retained by the Department of Environmental Protection and two parts to be delivered to the Town of Bedford.

THE CITY OF NEW YORK

THE TOWN OF BEDFORD

BY: _____

BY: _____

Name:

Name:

Title:

Title: Town Supervisor

Department of Environmental Protection

Dated: _____, 2018

Dated: _____, 2018

Approval as to Form and Certification as to Legal Authority:

Corporation Counsel of the City of New York

Dated: _____

State of New York)

ss.:

County of)

On the ____ day of _____, in the year 2020, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York)

ss.:

County of)

On the ____ day of _____, in the year 2020, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule A

(Milestones)

DRAFT

Schedule B

(Septic Properties)

DRAFT

DRAFT

DRAFT