

**TOWN OF EAST HAMPTON**  
**East Hampton, New York**

**PROFESSIONAL SERVICES CONTRACT**  
**2014**

CONTRACT, made this 17<sup>th</sup> day of July, 2014, between the TOWN OF EAST HAMPTON, with its principal offices at 159 Pantigo Road, East Hampton New York 11937 ("TOWN"), and YOUNG ENVIRONMENTAL SCIENCES, INC., with a principal address and principal offices located at 1295 Northern Boulevard, Suite 11, Manhasset, New York 11030 ("CONSULTANT").

WHEREAS, the Town wishes to retain CONSULTANT to perform the services described as follows:

NOISE STUDY at EAST HAMPTON AIRPORT, Pursuant to RFP 2014-105, limited to Phase 1 Technical analysis only as specified in communication from East Hampton Purchasing Department to Proposers dated June 16, 2014, and as set forth in the CONSULTANT'S Proposal.

NOW, THEREFORE, it is agreed as follows:

1. SCOPE OF WORK. TOWN retains CONSULTANT pursuant to Town Board Resolution No. 2014-842 and CONSULTANT agrees to timely perform the services above at the direction of the Town, which services and their time of performance are more specifically described in the Request for Proposals (RFP), as amended, and the Consultant's Proposal, as set forth in Exhibit "A" hereto (the "Services").

2. TERM OF CONTRACT. This Contract shall be effective from the date of execution of the Contract by the Town Supervisor or her designated representative, and shall expire NINETY (90) days after CONSULTANT receives a fully executed copy of this Agreement. Notwithstanding the foregoing, in the event that the CONSULTANT's performance of the required tasks is not complete by the expiration date, the Town reserves the right to extend this contract as the TOWN may deem necessary to complete the designated tasks. Notwithstanding the foregoing, this Contract may be terminated at any time and for any reason by TOWN, in which event its sole obligation shall be to pay CONSULTANT for all Services it renders prior to receipt of notice of termination.

The Consultant must be prepared to commence work on this project no later than ten (10) days after signing the Contract unless the Town shall authorize a delay.

3. PURCHASE ORDER. The CONSULTANT shall not commence, nor will they be compensated for, any services performed prior to the Consultant's submittal of a numbered East Hampton Town Purchase Order. The Consultant is to obtain the numbered purchase order from the Town Official responsible for Administration of the Project.

4. PAYMENT. TOWN shall pay CONSULTANT for the Services in accordance with the CONSULTANT'S Proposal and at the rates set forth therein, in an amount not to exceed \$59,261.00 including any and all reimbursable items as authorized by the Town's Travel and Reimbursement Policy, a copy of which is included in the RFP. Requests for payment shall be invoiced and submitted monthly and shall show the CONSULTANT'S employees' names, titles, billing rates, number of hours worked, date work was performed, a brief description of the work performed, and the percentage of completion of each task. TOWN will use its best efforts to pay CONSULTANT within forty-five (45) days after its receipt of each such invoice and request and reserves the right to require further documentation or information, if necessary, to process payments.

5. APPLICABLE LAW. CONSULTANT shall comply with all laws, orders, rules and regulations of federal, state, and local governments, including Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990. This Contract shall be construed pursuant to the laws of the State of New York and any action brought hereunder shall be in Suffolk County, or in the Federal District Court having jurisdiction over said County.

6. REPORTS, PERFORMANCE, STANDARDS, OWNERSHIP.

(a) CONSULTANT shall report and on a schedule determined by, the TOWN official responsible for overseeing the Services. CONSULTANT shall maintain all books and records/receipts relating to its performance hereunder in accordance with generally acceptable accounting standards and shall make such books and records available for inspection at all times by the TOWN or its designated representatives.

(b) CONSULTANT shall be responsible for performing the Services, including the preparation of all drawings, specifications/plans and reports, in accordance with normally accepted professional standards and the requirements of this Contract and, if requested, shall keep confidential any information disclosed to it by the TOWN and otherwise not publically available.

To the extent that the work under this Contract requires access to proprietary or confidential business or financial data of the Town or other companies, and as such data remains proprietary or confidential, CONSULTANT shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies or in any other manner other than to Provide Services to the Town pursuant to this Contract.

(c) TOWN shall have exclusive property rights in and or royalty-free irrevocable license to publish, translate, or reproduce, for its own use, reports, or works of similar nature, if any, that are developed under this Contract.

7. WARRANTIES. CONSULTANT warrants that it is an independent contractor and is not an employee or agent of the TOWN and has not retained any third party to secure this CONTRACT, nor agreed to pay any fee, commission, or other consideration, contingent upon its award of this Contract.

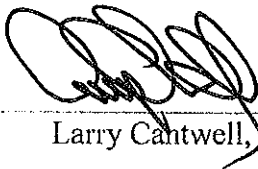
8. NOTICES. All notices given or required hereunder shall be in writing and either delivered personally or by certified mail to the recipient's address first noted above, and in the case of notice to the TOWN, addressed to the attention of the Town Attorney's Office, Town of East Hampton, 159 Pantigo Road, East Hampton, N.Y. 11937.

9. MISCELLANEOUS. This Contract is not assignable, shall not be pledged or used as security by the CONSULTANT, embodies the entire agreement between the parties and shall not be changed or modified, except in writing, signed by both parties. If any provision hereof shall be deemed unenforceable, the remainder of this CONTRACT shall continue in effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement the date first written above.

TOWN OF EAST HAMPTON

By:



Larry Cantwell, Supervisor

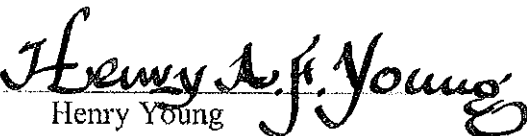
By:



John Jilnicki, Asst. Town Attorney

YOUNG ENVIRONMENTAL SCIENCES, INC.

By:



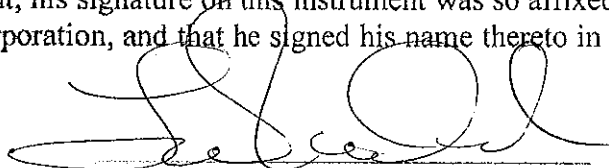
Henry Young

STATE OF NEW YORK )

) ss.:

COUNTY OF SUFFOLK)

On the 17<sup>th</sup> day of July, 2014, LARRY CANTWELL, to me known who, being by me duly sworn, did depose and say that he resides at East Hampton, New York, that he is the of Supervisor of the Town of East Hampton, New York, the municipal corporation described in and which executed the foregoing instrument; his signature on this instrument was so affixed by authorization of the Town Board of said corporation, and that he signed his name thereto in like order.

  
NOTARY PUBLIC

LISA A. VALCICH  
NOTARY PUBLIC, State of New York  
No. 01VA6170370  
Qualified in Suffolk County  
Commission Expires July 9, 2015

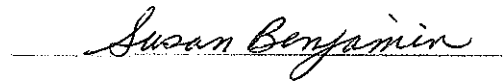
STATE OF NEW YORK )

) ss:

COUNTY OF SUFFOLK)

On the 10<sup>th</sup> day of July, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Henry A.F. Young 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 executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



SUSAN BENJAMIN  
Notary Public, State of New York  
No. 01BE6202590  
Qualified in Queens County  
Commission Expires March 16, 2017

## East Hampton Airport Noise Study Proposed Budget

	Principal - YES		Principal -NPC		Yes-Staff		NPC Staff		Total	
	Man Hours	Rate	Man Hours	Rate	Man Hours	Rate	Man Hours	Rate	Man Hours	Costs
Task 1	Study Design and Communication									
Task 2	Obtain Operational Data and Verify	16	\$1,440	2	\$180	8	\$240		26	\$1,860
Task 3	Obtain Community Data and Verify	12	\$1,080			16	\$480		28	\$1,560
Task 4	Develop 2013 Noise Contour Analysis			2	\$180			2	4	\$240
Task 5	Create Housing Database for INM	40	\$3,600						40	\$3,600
Task 6	Create 10 Mile Aircraft Event Database			12	\$1,080			8	20	\$1,320
Task 7	Develop Graphic Displays			36	\$3,240			20	56	\$3,840
Task 8	Provide INM Cases	12	\$1,080	36	\$3,240	16	\$480	20	84	\$5,400
Task 9	Deliver and Present	6	\$540	4	\$360	16	\$480	12	38	\$2,280
<b>Totals</b>		106	\$9,540	92	\$8,280	72	\$2,160	62	332	\$21,840
<b>Total Labor Cost</b>										
<b>Overhead@125%</b>										
<b>Total Labor and Overhead</b>										
<b>Profit@15%</b>										
<b>Total</b>										
<b>Direct Expenses:</b>										
Graphic Reproduction										
Auto Mileage										
Subsistence										
<b>Total Direct</b>										
<b>Total Project Costs</b>										
										\$59,261

# YOUNG ENVIRONMENTAL SCIENCES, INC.

1295 Northern Boulevard · Suite 11 Manhasset New York 11030 Tel (516) 627 3555 Fax (516) 365 5205

June 23, 2014

Ms. Jeanne Carroza, CPPB  
Purchasing Agent  
Town of East Hampton  
159 Pantigo Road  
East Hampton, New York 11937

Re: Noise Study at East Hampton Airport, RPF 2014-105

Dear Ms. Carroza:

In response to your letter of June 16, we are providing the attached addendum to our original proposal. We fully intend to provide the Town of East Hampton with a program of study and work product which tallies as closely as possible to the objectives of the Noise Study Committee as the current state of the art in computer noise modeling and impact assessment makes possible.

We intend to utilize the Integrated Noise Model, the AirScene (Environmental Vue) resources, database management and graphics production software. Until we have all data in hand and have had the opportunity to review the specific objectives with the Committee, we may require additional resources or data. Those decisions must be made collaboratively with the Town.

We expect that the entire work effort can be accomplished within 60 days. We will endeavor to meet an earlier date such as 45 days to completion, but that depends on all information needed to be promptly supplied by the Airport, the Town of East Hampton and the surrounding communities.

We have proposed a budget of \$59,261 including all direct expenses. This will include two trips, the first to collect the necessary information and a meeting at completion to explain the findings. We would expect to be available to meet with the Committee at anytime, but this was not included in the recent request and no interim meetings have been budgeted. We will be available to all participants via telephone and email.

We will be happy to consider any alternatives, expansions or reductions in scope through negotiations. We would entertain any revisions to the program of study or greater detailing of our proposed work plan. There may be technical means to reduce the work effort and cost such as the application of the Area Equivalent Method, a derivative of the INM. We have, with your permission, conferred with Town representatives for clarification and resource availability. There still remains some uncertainty about completeness and availability of data, and the precise scope of work. Therefore, we have preserved the Study Design element to take this into account. Thus all of our recommendations and requested budget remain tentative and subject to further revisions at your request.

Ms. Jeanne Carozza  
June 23, 2014  
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We have worked for the Town for many years and earnestly look forward to being of further service. Please call if you have comments or questions.

Sincerely,

*Henry A. F. Young*

Henry A. F. Young

HAFY:hy  
encl.

**YES**





## Work Program Approach

### East Hampton Airport Noise Study

Based on the outline provided on June 16, the program of study as shown below is responsive on a point by point basis.

#### **1. Obtain from AirScene and prepare for analysis 2013 route/operations data;**

We will obtain operational data for 2013 including total volume of annual operations as shown in Airport records. We will obtain file data from the AirScene system defining flight tracks for assignment to the Integrated Noise Model. If the AirScene data is found to be incomplete, it will be supplemented with updated modeling based on the 2009 GEIS modeling done by YES for the Town of East Hampton.

#### **2. Applying the day and night standards of the East Hampton Town noise ordinance, determine site specific "noise above" events for 2013 using as the sites all actual residences within a 10 mile radius of East Hampton Airport (Town to provide parcel level data in GIS format);**

We will convert the Town's GIS data of home locations within 10 miles of the airport into a format the INM can use, and import that data into the INM model. This will involve GIS software, a Microsoft Access database program, and a DataBase File (DBF) editor.

#### **3. Create a database of the results capable of query and furnish the annual tally of noise above events by day and night for four aircraft classes: propeller, seaplane, helicopter, and jet, and the differential if the daytime noise limited were applicable to nighttime flights.**

We will run the INM model with all of the residential locations imputed, (We could, if the town wished, also input the commercial locations and assess them with the 70 dBA criterion in the East Hampton noise ordinance.) The maximum noise level at each home from each flight will be recorded. From the resulting data, We will create and provide a Microsoft Access database containing the annual tally of noise events above the day and night levels in the East Hampton Noise Ordinance. Specifically, the database will contain records of all flights modeled, whether the operation occurred during the day or night time, the type of aircraft, the type of operation, and the route used, and its impact, if any, on all the homes within 10 miles of the airport (whether it exceeded the East Hampton criteria as well as the maximum noise level of at each location in decibels).

The database will contain pre-determined queries for the classes of data requested in the RFP in Tasks 3 and 4: type of aircraft, time, date, season, day of the week, route, and operation. Also, additional useful queries such as exceedances per aircraft, exceedances per aircraft per route will be included. Sophisticated computer users who are **unfamiliar** with Microsoft Access should be able to run these queries. Sophisticated database users will be able to create their own queries using the database.

#### **4. The database should include sufficient information about each route/operation and the homes affected by noise-above so that future querying regarding alternative scenarios and**

**their impact on individual homes (such as by date, time, season, day of the week, route, type of aircraft, or any other criteria by which the AirScene data is capable of segregation) is routine. The creation of this database should be understood as the essence of the current task.**

See the answer to 3. above.

**5. Generate a suitable graphic presentation of the results for individual homes, e.g. color coding impacts within numerical ranges to be determined by the results, including cumulations by all of the categories in No.3 above.**

In addition to the database, results of the modeling will be provided to the Town in a graphic format. Specifically, the global results showing concentrations of events above the East Hampton criteria within 10 miles of the airport will be presented in a series of hard copy maps. The number of exceedances will be color coded to show the frequency of the events. There will be at least eight maps: 1) a cumulative event map, 2) a night time map, 3) a map for propeller aircraft type, 4) a map for helicopters, 5) a map for jet aircraft, 6) maps for various routes, 7) maps for types of operations, and 8) a maximum noise level map. Also graphics of events per aircraft type, route and operation will be provided.

Graphical maps, however, cannot present all the data that is available to the town. There is way too much data to present all the individual home results on a hard copy map. Therefore, the results from the ten mile analysis of noise events at each home will be mapped on the web. The web map will allow the user to zoom in, type in an address, or click on the map to get information about the noise events, including the number of events, noise levels, exceedance of the East Hampton criteria, aircraft type, operation, and route. This is basically a graphical, interactive version of the database described in 3. above, but in a much more user friendly format. This web map will be made available to the Town and will be available for at least 2 years (length of time available is negotiable). The Town may make the web map publically accessible if it wishes.

Finally, a large electronic PDF map will be provided that users can zoom in on specific areas and homes, and obtain similar information as described in the web map above. The exact data and amount of data will be a balance between usability and information. At some point, too much data makes a static PDF map unintelligible. A balance will be struck between maximizing data and usefulness. This is a more permanent but more limited version of the web map described above.

**6. Determine and generate graphic presentation of DNL contours down to the 45 DNL level corresponding to each of the graphic presentations of No. 5. Also provide a tally of the contribution of each of the six categories above to total DNL**

Each case for the six differing categories of concern will be analyzed using the INM Version 7.0d and plots will be provided showing the DNL 45, 50, 55, 60, and 65 levels. This will include population counts, tallies of homes above or below the relevant noise levels, and total areas affected by noise level. A table indicating the proportional contribution to the total annual DNL will be developed. Also a hybrid map showing the contour lines and cumulative number of events above the East Hampton criteria will be provided.

**Deliverables:**

1. A searchable Microsoft Access database containing
  - 1.1. Records of all flights modeled at all homes within 10 miles of the airport
    - 1.1.1. Whether the operation occurred during the day or night time
    - 1.1.2. The type of aircraft
    - 1.1.3. The type of operation
    - 1.1.4. The route used
    - 1.1.5. The maximum noise level at each home due to each flight
    - 1.1.6. Whether the overflight noise level exceeded the East Hampton criteria
  - 1.2. Pre-determined queries
    - 1.2.1. Type of air craft
    - 1.2.2. Time of day,
    - 1.2.3. Date
    - 1.2.4. Day of week
    - 1.2.5. Season of year
    - 1.2.6. Route
    - 1.2.7. Operation
    - 1.2.8. Exceedances per aircraft
    - 1.2.9. Exceedances per aircraft per route
2. At least eight maps displaying the results of the analysis with respect to the East Hampton Noise criteria, with the intensity or frequency of exceedances color coded
  - 2.1. A cumulative event map
  - 2.2. A night time event map
  - 2.3. A map for propeller aircraft events
  - 2.4. A map for helicopters events
  - 2.5. A map for jet aircraft events,
  - 2.6. Maps for various route routes
  - 2.7. Maps for types of operations
  - 2.8. A maximum noise level map.
3. Graphics of a comparative analysis
  - 3.1. A graphic of events per aircraft type
  - 3.2. A graphic of events per aircraft per route
  - 3.3. A graphic of events per operation
4. Web-based map of impacts within 10 miles of East Hampton Airport
  - 4.1. Searchable and saleable map containing most of the data in the Access database, including
    - 4.1.1. The number of events
    - 4.1.2. Noise levels
    - 4.1.3. Exceedance of the East Hampton criteria
    - 4.1.4. Aircraft type
    - 4.1.5. Operation
    - 4.1.6. Route
    - 4.1.7. Home location
5. Very Large PDF map of the 10 mile radius from the airport with as much of the data as is practical (described in 4 above) represent
6. INM contour plots down to DNL 45 for the six areas of concern including
  - 6.1. Contour map

- 6.2. Tallies of homes above or below the relevant noise levels
- 6.3. Total areas affected by noise level
- 6.4. A table indicating the proportional contribution to the total annual DNL.
7. Hybrid map of INM contour lines and cumulative event counts