

April 14, 2026

Mr. Dale Little
Town of New Haven
4279 NY 104
Oswego, New York 13126

**RE: Proposal for Asbestos Bulk Sampling Services
Old Highway Barn – 4279 NY State Route 104, New Haven, New York 13126
Arctic Proposal Number: 2197-26**

Dear Mr. Little:

Arctic Enterprises, Inc. (Arctic) is pleased to submit this proposal to conduct asbestos bulk sampling at the Old Highway Barn, located at 4279 NY State Route 104, in New Haven, New York.

SCOPE OF WORK

Asbestos – Arctic shall provide a New York State Department of Labor (NYSDOL) asbestos-certified building inspector(s) to perform the asbestos sampling. The work shall be performed in accordance with New York State Industrial Code Rule 56 asbestos bulk sampling protocols. In accordance with USEPA requirements, a minimum of two (2) samples of each suspect material shall be submitted for analysis.

Analysis Requirements – In accordance with New York State Department of Health-Environmental Laboratory Program requirements, non-friable organically bound materials not found to contain asbestos via PLM analysis (198.1) will be submitted for Transmission Electron Microscopy (TEM) confirmation (via 198.6). In accordance with state and federal regulatory requirements, multi-layer materials must be segregated for analysis, as such no “composite” samples will be submitted for analysis. In the event, laboratory analysis identified the presence of vermiculite in any materials sampled via 198.1 methodology, additional analysis will be required.

Vermiculite – Building materials like plasters, textured finishes and spray-on fireproofing may require analysis via 198.8 The bulk samples will be collected and sent to AmeriSci New York (AmeriSci) for laboratory analysis. AmeriSci is an accredited New York State Department of Health (NYSDOH) laboratory, certified for the analysis of asbestos bulk samples. The sample turnaround time shall be five (5) days (from receipt at the laboratory), unless otherwise directed by the Client.

SCHEDULE & REPORTING

Arctic is prepared to provide field work within two (2) weeks of approval. A final report will be issued in approximately one (1) week after receipt of results from lab.

FEES

Labor	Estimated Quantity	Unit Price	Total Amount
Asbestos Building Inspector (labor, mileage, reporting)	6 Hours	\$75.00	\$450.00
Labor Total:			\$450.00

Sample Analysis/Reimbursables	Estimated Quantity	Unit Price	Total Amount
PLM Bulk Sample Analysis (5 Day TAT)	6 Samples	\$18.00	\$108.00
PLM NOB/TEM Bulk Sample Analysis (5 Day Turnaround)	12 Samples	\$58.00	\$696.00
Reimbursable Total:			\$804.00
TOTAL:			\$1,254.00


Arctic's services will be billed based on actual services rendered. If additional materials are identified, the client will be notified and upon receiving authorization, we will proceed. No additional services will be performed without authorization. Services will be billed in accordance with the attached Terms & Conditions and the assumptions listed below.

ASSUMPTIONS

1. The Client shall provide Arctic with access to the areas. Areas unable to be sampled during the initial sampling effort shall be marked "inaccessible" and materials in these areas assumed positive.
2. By authorizing this proposal, the Client agrees that Arctic is not liable for damage caused to any sampled surfaces/materials because of sampling activities.
3. This proposal does not include the costs of any abatement design or abatement monitoring services.

If you have any questions pertaining to this proposal, please contact our office at (315) 476-1757. We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,
 Arctic Enterprises, Inc.


 Janette Van Wie
 President/Owner

CLIENT/BILLING INFORMATION (Invoices will be sent via email.)

The invoice should be emailed to:

Contact Name: _____

Company Name: _____

Phone Number: _____ Purchase Order Number: _____

E-Mail Address (required): _____

AUTHORIZATION

By signing this, the Client understands the scope of work, fee structure, and terms & conditions associated with this proposal (2197-26).

Arctic Enterprises, Inc.
7010 Fly Road, Suite 1
East Syracuse, New York 13057

Town of New Haven
4279 NY 104
New Haven, New York 13126

Signature: Janette Van Wie

Signature: _____

Print Name: Janette Van Wie

Print Name: _____

Title: President/Owner

Title: _____

Date: April 14, 2026

Date: _____

ARCTIC ENTERPRISES, INC. (ARCTIC) TERMS & CONDITIONS

1. **Services.** This Agreement is entered into between Client and Arctic Enterprises, Inc. (“Consultant” or “Arctic”) wherein Client engages Consultant to provide professional services (“Services”) in connection with the project described in the proposal (“Project”) to which these Terms & Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant’s proposal are not the responsibility of the Consultant. This Agreement, including the contents of the proposal and the Terms & Conditions, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client. All time and mileage shall be billed from portal to portal from the nearest Arctic office.
2. **Payment.** Client shall pay invoices within fifteen (15) days of receipt. Invoices not paid within fifteen (15) days of the invoice date shall be subject to a late payment fee of 1½% per month from the date of invoice (18% annually). For municipal Clients in New York State, late payment fees shall be incurred up to 9% annually.
3. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions (“Reports”) prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant’s prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant’s Reports, field data, drawings, test results and other work products are part of Consultant’s professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client’s use of its work product in connection with the Project.
4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant’s profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
5. **Limitation of Liability.** Consultant’s potential liability to Client and others is grossly disproportionate to Consultant’s fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant’s fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant’s liability (whether arising from contract, statutory violation or tort) to the greater of \$25,000 or the amount of Consultant’s fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
6. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant’s Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
7. **Samples.** All samples shall remain the property of the Client. Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples.
8. **Client Responsibilities.** Client shall bear sole responsibility for (a) overall jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
9. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant’s knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
10. **Indemnification.** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses (“Claims”) arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to, Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant’s sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
11. **Attorneys’ Fees.** Client agrees to pay upon demand all of Consultant’s costs and expenses, including Consultant’s reasonable attorneys’ fees and disbursements, incurred in connection with the enforcement of this Agreement.
12. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination. This shall include weather-related conditions.
13. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of New York. If any term herein is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect. If there is a lawsuit, Client hereby submits to the jurisdiction of the courts of and located within in Onondaga County, New York. Nothing herein shall affect the right of the Consultant to bring any action or proceeding against the Client or its property in the courts of any other jurisdiction.
14. **Additional Provisions.** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client’s verbal approval to proceed, Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.