

AGENDA
MAY 2, 2023 – 6:00 PM.
MEETING OF THE BOARD OF TRUSTEES
OF THE INCORPORATED VILLAGE OF NORTHPORT
REGULAR MEETING

Meeting will be held live at Village Hall, 224 Main Street Northport, NY 11768 and will also be available via Zoom:

Register in advance to attend by Zoom only:

<https://us02web.zoom.us/meeting/register/tZlpd-yqrjMrGdGYUJzy3K8n9RjvcXI8QN>

After registering, you will receive a confirmation email containing information about joining the meeting.

OPEN MEETING:

SALUTE TO THE FLAG:

ANNOUNCEMENTS:

PRESENTATION:

PUBLIC HEARINGS:

PLEASE TAKE NOTICE: that a Public Hearing of the Village Board of Trustees will be held on May 2, 2023 at 6:00 PM. Meeting will be held in Village Hall, 224 Main Street, Northport, NY 11768 and will also be available via Zoom:

A Public Hearing to consider the following:

MODIFYING NORTHPORT VILLAGE CODE SECTION 223-4
REGARDING PORTABLE ON DEMAND STORAGE FACILITIES
PROPOSED LOCAL LAW “E” of 2023
A LOCAL LAW TO AMEND
CHAPTER 223, AS FOLLOWS:

§ 223-4. Conditions constituting Violations.

It shall be a violation of this chapter for a resident of the Village of Northport or an owner of property located within the Village of Northport to create, cause, maintain or permit to continue the following conditions:

A.

Buildings or structures owned by said resident where the exterior exposed surfaces of said buildings or structures are not inherently resistant to deterioration and/or where said exterior exposed surfaces have become unsightly due to deterioration and weathering of the covering or paint on said surfaces.

B.

The accumulation of any filth, dirt, ashes, junk, garbage, wastewater, raw sewage, sewage, wastepaper, dust, rubbish, sticks, stones, wood, leaves, paper or paper boxes, iron, tin, nails, bottles or glass of any kind, old cars and parts thereof, discarded appliances, such as refrigerators and the like, upon lands owned by said resident.

[Amended 4-19-1977 by L.L. No. 8-1977]

C.

Lands upon which grass, leaves, hedges, bushes and/or trees have become untrimmed and overgrown and unsightly when said grass, leaves, hedges, bushes and/or trees are exposed to public view.

[Amended 9-2-1975 by L.L. No. 11-1975]

D.

Any hazardous condition of terrain, grading or drainage, as regulated by Chapter **173**, Grading and Filling, or construction, in or upon property used, owned or occupied by said owner or resident, wherein said hazardous condition shall constitute a menace to the property, lines, mains, streets, sidewalks, equipment, structures or buildings owned by the village or by adjoining property owners.

[Added 11-18-1975 by L.L. No. 16-1975^[1]]

E.

No temporary storage facility, generally referred to as a Portable on Demand Storage Unit (P.O.D.), shall be kept or maintained in a residentially-zoned or residentially-utilized lot or tract of land for more than one hundred twenty (120) days without the prior written approval of the Building Inspector or Code Compliance Officer, and in no event shall the Building Inspector or Code Compliance Officer permit the unit to be kept for more than one hundred twenty (120) days on the subject property.

F.

A Portable on Demand Storage Unit (P.O.D.) or other temporary storage facility kept or maintained in a residentially-zoned or residentially-utilized lot or tract of land improved by a building structure shall be located behind the front line of the main building structure, projected to the side lines of the lot. The Building Inspector or Code Compliance Officer, at his/her discretion, may approve another location for placement of the unit on the property as long as no hazard or nuisance is created thereby. At no time shall the Portable on Demand Storage Unit (P.O.D) or other temporary storage facility be located or maintained on any sidewalk, street, roadway or public right-of-way.

PUBLIC PARTICIPATION:

BOARD APPROVAL OF WARRANTS:

Prepay Governmental Funds Utility Bills 4/25/23 in the amount of \$11,487.20
Governmental Funds 5/2/23 in the amount of \$296,693.39

Payroll week 4/21/23 General Fund \$267,302.82
Payroll week 4/21/23 Sewer Fund \$16,452.26

BUSINESS/COMMISSIONERS REPORTS:

TREASURER REPORT:

CHIEF OF POLICE REPORT:

CORRESPONDENCE:

REQUESTS:

RESOLUTIONS:

RESOLUTION 2023 – 114 ~ APPROVAL OF MINUTES

BE IT RESOLVED, the minutes of the April 18, 2023 meeting are hereby accepted.

RESOLUTION 2023 - 115 ~ NORTHPORT TIGERS BASEBALL CAMP

BE IT RESOLVED, Mayor Koch is hereby authorized to sign an agreement with Northport Tigers Baseball for their use of Steers Park for a baseball camp three weeks in July 2023, approved to form and content with the Village Attorney

FURTHER RESOLVED, authorizing the execution of an agreement is a type II action pursuant to 6 N.Y.C.R.R. §617 (c) 26 (c) 32 and is not subject to any further action under SEQRA.

RESOLUTION 2023 – 116 ~ PROMOTION

WHEREAS, Richard Silecchio has been a Laborer for the Village of Northport at a pay rate of \$31.85/hourly, and

WHEREAS, Richard Silecchio is the holder of a NYS CDL "A" License and has been employed as a laborer in excess of 18 months, and

WHEREAS, this is a Type II action pursuant to 6 N.Y.C.R.R. §617.5(c) 26 and, therefore, no further SEQRA review is required.

BE IT RESOLVED, Richard Silecchio is hereby promoted to the position of Automotive Equipment Operator for the Incorporated Village of Northport, at an hourly rate of \$34.91/hour.

RESOLUTION 2023 – 117 ~ AUTHORIZING THE MAYOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF HUNTINGTON REGARDING IMPROVEMENTS AND MAINTENANCE OF THE WOODBINE MARINA RESTROOM FACILITY

WHEREAS, the Town of Huntington owns certain real property known as Woodbine Marina which property includes the marina, parking lot and restroom facility; and

WHEREAS, the Northport Village Park known as Cow Harbor Park is owned by the Town of Huntington and leased to the Village of Northport and is connected to the Woodbine Marina facility, and

WHEREAS, the restroom facility is in need of repair and the Village of Northport has secured funding through a private donation to construct a new restroom facility at the Town of Huntington property, and

WHEREAS, the Town of Huntington has agreed that the residents of the Village of Northport shall have access to the new restroom facilities for a period of forty years, and

WHEREAS, entering into this intermunicipal agreement is a Type II action pursuant to 6 N.Y.C.R.R. §617.5(c) (26) and therefore no further SEQRA review is required.

NOW, THEREFORE THE VILLAGE BOARD HEREBY AUTHORIZES the Mayor to execute an intermunicipal agreement with the Town of Huntington for the construction and maintenance of restroom facilities for a sum not to exceed \$300,000 (three hundred thousand dollars) which agreement is to be in a form acceptable to the Village Attorney.

RESOLUTION 2023 - 118 ~ ADOPT LOCAL LAW INTRODUCTORY NO. "E" LAW WITH REGARD TO AMENDING SECTION 223-4 OF THE NORTHPORT VILLAGE CODE ENTITLED CONDITIONS CONSTITUTING VIOLATIONS

WHEREAS, the Village Board of Trustees has held a public hearing on the 2nd day of May 2023 at 6:00PM to consider amending Village Code Section 223-4 entitled CONDITIONS CONSTITUTING VIOLATIONS, and

WHEREAS, the Board of Trustees desires to amend the Village Code Section 223-4 to restrict the period of time outdoor storage containers can remain on residential property, and;

WHEREAS, the code amendment is a Type II action pursuant to 6 NYCRR 617.5(c) 26 and no further environmental review is required, and;

THE VILLAGE BOARD HEREBY ENACTS THE FOLLOWING LOCAL LAW

Local Law Introductory No. 5, Chapter 223, as follows:

§ 223-4. Conditions constituting Violations.

It shall be a violation of this chapter for a resident of the Village of Northport or an owner of property located within the Village of Northport to create, cause, maintain or permit to continue the following conditions:

A.

Buildings or structures owned by said resident where the exterior exposed surfaces of said buildings or structures are not inherently resistant to deterioration and/or where said exterior exposed surfaces have become unsightly due to deterioration and weathering of the covering or paint on said surfaces.

B.

The accumulation of any filth, dirt, ashes, junk, garbage, wastewater, raw sewage, sewage, wastepaper, dust, rubbish, sticks, stones, wood, leaves, paper or paper boxes, iron, tin, nails, bottles or glass of any kind, old cars and parts thereof, discarded appliances, such as refrigerators and the like, upon lands owned by said resident.

[Amended 4-19-1977 by L.L. No. 8-1977]

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Lands upon which grass, leaves, hedges, bushes and/or trees have become untrimmed and overgrown and unsightly when said grass, leaves, hedges, bushes and/or trees are exposed to public view.

[Amended 9-2-1975 by L.L. No. 11-1975]

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Any hazardous condition of terrain, grading or drainage, as regulated by Chapter **173**, Grading and Filling, or construction, in or upon property used, owned or occupied by said owner or resident, wherein said hazardous condition shall constitute a menace to the property, lines, mains, streets, sidewalks, equipment, structures or buildings owned by the village or by adjoining property owners.

[Added 11-18-1975 by L.L. No. 16-1975^[1]]

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A Portable on Demand Storage Unit (P.O.D.) or other temporary storage facility kept or maintained in a residentially-zoned or residentially-utilized lot or tract of land improved by a building structure shall be located behind the front line of the main building structure, projected to the side lines of the lot. The Building Inspector or Code Compliance Officer, at his/her discretion, may approve another location for placement of the unit on the property as long as no hazard or nuisance is created thereby. At no time shall the Portable on Demand Storage Unit (P.O.D) or other temporary storage facility be located or maintained on any sidewalk, street, roadway or public right-of-way.

RESOLUTION 2023 – 119 ~ AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE TOWN OF HUNTINGTON TO OPERATE AN OYSTER FLUPSY PROGRAM AND DOCK A HARBORMASTER VESSEL AND PUMPOUT VESSEL AT WOODBINE MARINA

WHEREAS, the Town of Huntington and the Village of Northport desire to enter into a formal intermunicipal agreement to permit the Village of Northport to utilize the dock at Woodbine Marina for the purpose of operating an Oyster FLUPSY program and

to have space provided for a Harbormaster Vessel and pump out vessel; and

WHEREAS, pursuant to Town of Huntington Town Board Resolution 2023-43 adopted February 7, 2023 the Town Board authorized the Supervisor to execute an agreement with the Village of Northport regarding the FLUPSY program and vessel dockage for the Harbormaster vessel and pump out vessel, and

WHEREAS, the Town of Huntington has required a fee of \$100 per month reimbursement of utility expenses, and

WHEREAS, entering into this intermunicipal agreement is a Type II action pursuant to 6 N.Y.C.R.R. §617.5(c) (26) and therefore no further SEQRA review is required.

NOW, THEREFORE THE VILLAGE BOARD HEREBY AUTHORIZES the Mayor to execute an intermunicipal agreement with the Town of Huntington regarding use of Woodbine Marina for an Oyster FLUPSY program and vessel dockage for the Harbormaster vessel and pump out vessel in a form acceptable to the Village Attorney.

RESOLUTION 2023 – 120 ~ AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR REPAIR AND MAINTENANCE OF FACILITIES BELONGING TO THE VILLAGE OF NORTHPORT

WHEREAS, Palace Electrical Contractors Inc. will conduct maintenance or repair of facility/building electrical belonging to the Inc. Village of Northport; and

WHEREAS, “Requests for Proposals” were advertised through a local newspaper and sealed bids were received. Sealed bids were opened at a scheduled bid opening on March 3rd, 2023 at 11am and recorded. The lowest qualified bid was submitted by Palace Electrical Contractors Inc. and

WHEREAS, Palace Electrical Contracting Inc. located at 3558 Park Ave., Wantagh, NY 11793, submitted a bid for a two-year contract, (March 1, 2023-February 28th 2025) and optional renewal for an additional 3rd year, for electrical maintenance/repair of facilities for the Village at a cost of \$102.00 (One Hundred and Two Dollars) per hour: and

WHEREAS, the electrical maintenance/repair of facilities contract is a Type II action pursuant to 6 N.Y.C.R.R. §617.5(c) (26) and therefore no further SEQRA review is required.

NOW, THEREFORE BE IT RESOLVED, the Mayor is hereby authorized to execute a contract with Palace Electrical Contracting Inc., and further authorizes the mayor and/or her designee to enforce the provisions of the contract and all other relevant documents as deemed necessary by the Village Attorney.

The next meeting of the Board of Trustees will be Tuesday, May 16, 2023 at 6:00PM.

RESOLUTION FOR AN EXECUTIVE SESSION: if necessary, for personnel and/or litigation matters.

Respectfully submitted,
Georgina Cavagnaro, Village Clerk

Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
 Printed: 04/25/2023 - 2:54PM
 Batch: 00011.04.2023 - PREPAID 4-25-2023



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
354		AT&T MOBILITY	CODE COMPLIANCE MARCH 2023	A0-1620-0401-0000	73.46
355		AT&T MOBILITY	PUBLIC SAFETY MARCH 2023	A0-3120-0401-0000	476.01
356		AT&T MOBILITY	DEPT HEADS MARCH 2023	A0-1650-0400-0000	469.11
364		CARDMEMBER SERVICE	BALANCE ON CHASE CC - POLICE EXPENSES	A0-0000-0690-0000	2,391.56
353		LIGHTPATH	FIRE PHONES APRIL	A0-3410-0401-0000	3,680.02
365		MCI	FIRE LONG DISTANCE MARCH	A0-3410-0401-0000	52.06
366		NATIONAL GRID	FIRE APRIL GAS	A0-3410-0401-0000	769.19
357		OPTIMUM	INTERNET SUBSTATION 4/16/2023-5/15/2023	A0-3410-0401-0001	101.94
359		OPTIMUM	INTERNET 20 BEACH APRIL	A0-1620-0401-0000	364.91
360		OPTIMUM	INTERNET VILLAGE HALL APRIL	A0-1620-0401-0000	276.94
361		OPTIMUM	INTERNET VILLAGE HALL APRIL	A0-7140-0409-0000	276.89
362		OPTIMUM	HIGHWAY HALL APRIL	A0-5110-0401-0000	16.84
363		OPTIMUM	POLICE HALL APRIL	A0-5110-0401-0000	275.15
367		PSEG	BAYVIEW AVE MARCH	A0-7140-0401-0000	519.58
367		PSEG	11 BAYVIEW AVE MARCH	A0-7140-0401-0000	65.76
367		PSEG	MAIN ST DOCK MARCH	A0-7180-0401-0000	76.93
367		PSEG	224 MAIN ST MARCH	A0-5182-0401-0000	48.57
367		PSEG	WOODSIDE AVE MARCH	A0-5110-0401-0000	789.18
367		PSEG	8 FACES MARCH	A0-3310-0401-0000	72.70
367		PSEG	10 FACES MARCH	A0-3310-0401-0000	89.07
367		PSEG	MAIN ST & BAYVIEW	A0-3310-0401-0000	39.77
367		PSEG	BURT AVE	A0-3310-0401-0000	17.84
367		PSEG	RESERVOIR AV 8 FACES	A0-3310-0401-0000	72.70
367		PSEG	MAIN ST AND CHURCH ST 16 FACES	A0-3310-0401-0000	138.36
368		SUFFOLK COUNTY WATER AUTHORITY	COW HARBOR PARK MARCH	A0-7140-0401-0000	33.97
369		VERIZON	POLICE CAMERAS	A0-3120-0409-0000	100.99
366		NATIONAL GRID	SEWER APRIL GAS	G0-8120-0401-0000	44.26
358		OPTIMUM	INTERNET SEWER 4/8-5/7	G0-8130-0401-0000	153.44
Warrant Total:					11,487.20

Accounts Payable

Voucher Approval List



User: j.dorio@northportny.gov
 Printed: 04/26/2023 - 3:56PM
 Batch: 00001.05.2023 - BOT 05022023

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
402		ADVANTAGE TITLE	EASEMENT FOR SHERLOCK	A0-1440-0400-0000	435.00
403		AFLAC NEW YORK	SUPPLEMENTAL MEDICAL APRIL	A0-9060-0807-0000	910.60
382		AL'S AUTO PARTS	CASE DIAMOND	A0-1640-0409-0000	250.00
382		AL'S AUTO PARTS	DEF, OIL, GREASE CARTRIDGE	A0-1640-0409-0000	294.00
382		AL'S AUTO PARTS	FILTER, OIL AND DEF	A0-1640-0409-0000	438.00
370		B & L PC SOLUTIONS, INC.	PD CLOUD CONTINUITY	A0-3120-0211-0000	240.00
370		B & L PC SOLUTIONS, INC.	PD SECURITY BREACH SERVICES	A0-3120-0211-0000	160.96
371		BROTHERS THE POLICE STORE	SILVER NAME PLATES	A0-3120-0409-0000	10.00
404		CANON FINANCIAL SERVICES	APRIL COPIER LEASE	A0-1410-0400-0000	401.00
392		CARLSONCORP, INC	BLACK MULCH	A0-7140-0409-0003	129.00
405		CAROLYN FALANGO	COURT REPORTER 4/17/2023	A0-1110-0400-0000	250.00
405		CAROLYN FALANGO	COURT REPORTER 4/24/2023	A0-1110-0400-0000	250.00
417		CATALIS TAX & CAMA	PCI UTILITY SYSTEM 4/1/23-3/31/24	A0-1680-0400-0000	2,800.00
406		CLARIS GROSS	SPANISH INTERPRETER 4/17	A0-1110-0400-0000	190.00
406		CLARIS GROSS	SPANISH INTERPRETER 4/24	A0-1110-0400-0000	190.00
407		CN GUIDANCE & COUNSELING SERVICES	NORTHPORT DRUG AND ALCOHOL TASK FORCE	A0-4220-0400-0000	750.00
372		ELECTRONIX SYSTEMS	SETUP CA4K AND DATABASE -PD	A0-3120-0409-0000	1,580.00
408		ESCOPE SOLUTIONS	FIREWALL SOLUTIONS 2 LOCATIONS	A0-1680-0400-0000	2,370.00
409		GATHMAN & BENNETT L.L.P.	MAY RETAINER - VILLAGE ATTORNEY	A0-1420-0400-0000	10,416.67
410		GEN READY INC.	SUPPLY & INSTALL GERNERATOR AND AMP PER QUOTE D/	A0-5110-0200-0000	18,000.00
383		H.O. PENN MACHINERY CO.	209-9886 TIE ROD	A0-1640-0409-0000	1,167.73
383		H.O. PENN MACHINERY CO.	FREIGHT CHARGES	A0-1640-0409-0000	73.69
384		HUNTINGTON PLUMBING	STEERS PARK PLUMBING REPAIR	A0-7140-0409-0000	680.19
411		INTER-COUNTY MECHANICAL	APRIL-JUNE CONTRACT HVAC	A0-1620-0409-0001	654.75
385		LACAL EQUIPMENT	PART #LB412; AS PER ORDER #0466185	A0-1640-0409-0000	758.24
412		LEONARD J. MARCHESE, CPA	APRIL CONSULTANT	A0-1325-0400-0000	2,916.67
386		LUBENET LLC	MOTOR OIL, SAE 15W-40, FOR 4-STROKE CYCLE DIESEL EN	A0-1640-0409-0000	1,265.00
387		METALMASTERS	W 6 x12 (1/4" Thick 20' 6" Tall by 4" Flange "I"Beam)	A0-1640-0409-0000	375.00
388		MOTHER EARTH'S LANDSCAPE, MASONRY &	3 BALE STRAW	A0-7140-0409-0003	29.97
388		MOTHER EARTH'S LANDSCAPE, MASONRY &	5 BALE STRAW	A0-7140-0409-0003	49.95
389		NASCO STONE SUPPLY INC.	CEMENT AND REBAR	A0-5110-0405-0000	43.25

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
390		NATIONAL GRID	GAS FOR GENERATOR AT HIGHWAY	A0-5110-0409-0000	3,012.99
413		NORTHPORT COMMUNITY BAND	ANNUAL STIPEND	A0-7270-0400-0000	2,700.00
414		NORTHPORT HISTORICAL SOCI	ANNUAL STIPEND	A0-7520-0400-0000	2,000.00
391		NORTHPORT SPRING & BRAKE	DIAGNOSE AND REPAIR RIGHT FRONT SIGNAL 1984 UTILIT	A0-1640-0409-0000	307.50
416		OFFICE OF THE STATE COMPTROLLER	MARCH REIMBURSEMENT COURT	A0-1110-0411-0000	2,972.00
373		PRIORITY DISPATCH CORP	PD COURSE TRAINING	A0-3120-0211-0000	365.00
393		RICHARD SILECCHIO	RICHARD SILECCHIO CDL LICENSE	A0-5110-0409-0000	2,771.00
418		SALERNO BROKERAGE CORP	STORAGE TANK LIABILITY	A0-1910-0400-0000	2,519.56
394		SEA SPIKE MARINE CORP.	10' GALV. CLEAT OPEN BASE	A0-7180-0200-0000	40.00
394		SEA SPIKE MARINE CORP.	1/2 GALV FLAT WASHER	A0-7180-0200-0000	61.20
394		SEA SPIKE MARINE CORP.	1/2 - 13X6" HDG CARRIAGE BOLT WITH NUT	A0-7180-0200-0000	140.00
394		SEA SPIKE MARINE CORP.	1/2 - 13X4" HDG CARRIAGE BOLT WITH NUT	A0-7180-0200-0000	128.00
394		SEA SPIKE MARINE CORP.	DOCK HARDWARE F PIN-34 WITH HITCH PIN AND 3/4 F/W	A0-7180-0200-0000	38.00
394		SEA SPIKE MARINE CORP.	SS DECK SCREW 10X3" TORX DRIVE	A0-7180-0200-0000	560.00
394		SEA SPIKE MARINE CORP.	1/2 - 13X8" HDG CARRIAGE BOLT WITH NUT	A0-7180-0200-0000	92.80
394		SEA SPIKE MARINE CORP.	PART #SP-FC OUTSIDE CORNER	A0-7180-0200-0000	128.00
394		SEA SPIKE MARINE CORP.	PART #SP-IC INSIDE CORNER	A0-7180-0200-0000	174.00
394		SEA SPIKE MARINE CORP.	PART #SP-MC OUTSIDE CORNER MALE	A0-7180-0200-0000	120.00
394		SEA SPIKE MARINE CORP.	1/2 X 6" HDG LAG BOLTS	A0-7180-0200-0000	79.20
394		SEA SPIKE MARINE CORP.	DELIVERY	A0-7180-0200-0000	20.00
394		SEA SPIKE MARINE CORP.	5/8 GALV. DOCK WASHERS	A0-7180-0200-0000	18.00
394		SEA SPIKE MARINE CORP.	3/8 X 30' HDG GR-43 CHAIN	A0-7180-0200-0000	120.00
394		SEA SPIKE MARINE CORP.	3/8 SCREW PIN ANCHOR SHACKLE L/R	A0-7180-0200-0000	39.00
394		SEA SPIKE MARINE CORP.	5/8 X 6 SHOULDER NUT EYE BOLT	A0-7180-0200-0000	69.00
396		SHORE-2-SHORE MARINE LUMBER	3X10X20 CCA	A0-7180-0200-0000	750.00
396		SHORE-2-SHORE MARINE LUMBER	2X10X16 CCA	A0-7180-0200-0000	780.00
396		SHORE-2-SHORE MARINE LUMBER	2X4X20	A0-7180-0200-0000	150.00
396		SHORE-2-SHORE MARINE LUMBER	2X10X20 CCA	A0-7180-0200-0000	540.00
396		SHORE-2-SHORE MARINE LUMBER	3X10X12 CCA	A0-7180-0200-0000	255.00
396		SHORE-2-SHORE MARINE LUMBER	12X4X6 DRUMS	A0-7180-0200-0000	6,300.00
396		SHORE-2-SHORE MARINE LUMBER	3X10X16 CCA	A0-7180-0200-0000	300.00
396		SHORE-2-SHORE MARINE LUMBER	4X4X12	A0-7180-0200-0000	180.00
396		SHORE-2-SHORE MARINE LUMBER	2X6X8	A0-7180-0200-0000	1,872.00
396		SHORE-2-SHORE MARINE LUMBER	2X10X16 CCA	A0-7180-0200-0000	520.00
396		SHORE-2-SHORE MARINE LUMBER	2X10X20 CCA	A0-7180-0200-0000	360.00
396		SHORE-2-SHORE MARINE LUMBER	3X10X16 CCA	A0-7180-0200-0000	200.00
396		SHORE-2-SHORE MARINE LUMBER	12X4X6 DRUMS	A0-7180-0200-0000	4,200.00
396		SHORE-2-SHORE MARINE LUMBER	3X10X12 CCA	A0-7180-0200-0000	170.00
396		SHORE-2-SHORE MARINE LUMBER	2X4X20 CCA	A0-7180-0200-0000	100.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
396		SHORE-2-SHORE MARINE LUMBER	3X10X20 CCA	A0-7180-0200-0000	500.00
396		SHORE-2-SHORE MARINE LUMBER	4X4X12 CCA	A0-7180-0200-0000	120.00
396		SHORE-2-SHORE MARINE LUMBER	2X6X8 CCA	A0-7180-0200-0000	1,248.00
397		SITEONE LANDSCAPE SUPPLY, LLC	WIRE CONNECTOR AND SUPPLIES	A0-5110-0409-0000	426.52
397		SITEONE LANDSCAPE SUPPLY, LLC	TORO NOZZLE AND SUPPLIES	A0-7140-0409-0000	297.90
398		SPRAGUE OPERATING RESOURCES LLC.	1101 GAL @ 2.5717 PLUS LUST TAX	A0-1640-0403-0000	2,836.40
398		SPRAGUE OPERATING RESOURCES LLC.	1193 GAL @ 2.6165 PLUS LUST TAX	A0-1640-0403-0000	3,126.86
419		SUFF CO VILLAGE OFF ASSN.	D KOCH, M DOLAN, J SABIA	A0-1010-0400-0000	195.00
419		SUFF CO VILLAGE OFF ASSN.	D TESORIERO, R BUZARD	A0-1440-0409-0000	130.00
419		SUFF CO VILLAGE OFF ASSN.	G CAVAGNARO	A0-1410-0400-0000	65.00
415		THE NORTH SHORE NEWS	LEGAL AD 4/6-4/13	A0-1410-0400-0000	54.78
415		THE NORTH SHORE NEWS	LEGAL AD 4/6-4/13	A0-1410-0400-0000	13.28
415		THE NORTH SHORE NEWS	LEGAL AD 4/20	A0-1410-0400-0000	63.08
420		TOTAL COLLECTION SERVICES INC.	APRIL RUBBISH REMOVAL	A0-8160-0400-0000	71,406.25
399		UNITED STATES BRONZE	NICHOLAS MANGANIELLO	A0-7140-0409-0000	271.00
421		VERIZON	POLICE CAMERAS 4/23-5/22	A0-3120-0409-0000	102.50
400		WATRAL BROTHERS	BALLFIELD CLAY 172258	A0-7140-0409-0000	1,013.70
400		WATRAL BROTHERS	BALLFIELD CLAY 1677666	A0-7140-0409-0000	1,351.60
422		WELSBACH ELEC CORP LI	TRAFFIC SIGNAL SCUDDER & RESERVOIR	A0-3310-0200-0000	125.00
401		WINTERS BROS WASTE SERVICES,LLC	DISPOSAL OF CO-MINGLED	A0-8160-0400-0000	60.00
401		WINTERS BROS WASTE SERVICES,LLC	CURBSIDE COLLECTION	A0-8160-0400-0000	640.00
401		WINTERS BROS WASTE SERVICES,LLC	HAULING AND DISPOSAL OF 30 YD	A0-8160-0400-0000	1,085.05
395		SENTRY ELECTRIC LLC	NEW LIGHT POLES, AS PER QUOTE #2301K-102A	H0-1620-0200-0002	104,975.00
375		CLEARBROOK	BULK HAUL 524692 524963	G0-8130-0405-0000	2,480.00
375		CLEARBROOK	BULK HAUL 525227 525228	G0-8130-0405-0000	2,480.00
374		DONNA GRUDIER	REIMBURSEMENT FOR A REPLACEMENT HOSE	G0-8130-0409-0000	34.67
376		GRAINGER	FIRE HOSE NOZZLE	G0-8130-0409-0000	27.17
377		J.R. HOLZMACHER P.E. LLC	STORMWATER REPORTING ON EBPS	G0-8130-0409-0000	17,738.10
378		MAXIMUM ENVIRONMENTAL MANAGEMEN	SAMPLE AND ANALYSIS	G0-8130-0404-0001	245.50
378		MAXIMUM ENVIRONMENTAL MANAGEMEN	SAMPLE AND ANALYSIS	G0-8130-0404-0001	245.50
379		MOTHER EARTH'S LANDSCAPE, MASONRY &	PROPANE REFILL FORKLIFT	G0-8130-0409-0000	40.00
380		NORTHPORT COPY	SEWER LARGE FORMAT SCANS	G0-8130-0409-0000	18.51
381		USA BLUEBOOK	SEWER FLEX COUPLINGS	G0-8120-0409-0000	45.10
Warrant Total:					296,693.39

INTERMUNICIPAL AGREEMENT
to operate an Oyster FLUPSY Program at Woodbine Marina

between

TOWN OF HUNTINGTON AND TOWN OF HUNTINGTON BOARD OF TRUSTEES
and
INCORPORATED VILLAGE OF NORTHPORT

THIS AGREEMENT, made the _____ day of _____, 2023, by and between the Town of Huntington and the Town of Huntington Board of Trustees (hereinafter collectively referred to as the "TOWN"), a municipal corporation of the State of New York having its principal office at Town Hall, 100 Main Street, Huntington, New York 11743 and the Incorporated Village of Northport (hereinafter referred to as the "VILLAGE"), a municipal corporation of the State of New York, having its principal office at 224 Main Street, Northport, New York 11768.

Acting by and through the Supervisor of the TOWN and by and through the Mayor of the VILLAGE, it is hereby declared as follows:

WITNESSETH:

WHEREAS, shellfish are recognized for their significance to marine ecosystem health, and restoration and enhancement of local shellfish populations through hatchery production is an integral part of shellfish management plans; and

WHEREAS, the Incorporated Village of Northport, in cooperation with Cornell Cooperative Extension of Suffolk County, wishes to establish a shellfish enhancement, restoration and management program to enhance and revitalize the shellfish population and industry, as well as improve water quality in the harbor; and

WHEREAS, the Town of Huntington maintains and operates Woodbine Marina, located at 161-163 Woodbine Avenue, Northport, New York 11768; and

WHEREAS, the Incorporated Village of Northport seeks to create and maintain an oyster floating upwelling system (FLUPSY) program at Woodbine Marina; and

WHEREAS, the TOWN and the VILLAGE are authorized, pursuant to Article 9, § 1 of the New York State Constitution, Article 7 of the New York State Agriculture and Markets Law, and Article 5-G of the General Municipal Law, to enter into intergovernmental agreements; and

WHEREAS, the Town of Huntington and the Incorporated Village of Northport are desirous of entering into a formal Intermunicipal Agreement to permit the Incorporated Village of Northport to utilize the Dock at Woodbine Marina for the purpose of operating

an oyster FLUPSY program and tie-up for the Harbormaster Vessel, and Pumpout Vessel ; and

WHEREAS, pursuant to Resolution No. 2023-43, duly adopted on February 7, 2023, the Town Board authorized the Supervisor to execute an agreement with the VILLAGE for the purpose of operating an oyster FLUPSY program; and

WHEREAS, pursuant to Resolution No. _____, duly adopted on _____, 2023, the Mayor of the VILLAGE was authorized to enter into an agreement with the TOWN for the purpose of operating an oyster FLUPSY program.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. NORTHPORT is authorized to utilize the Dock at Woodbine Marina, located at 161-163 Woodbine Avenue, Northport, New York 11768, for the purpose of operating an oyster FLUPSY program and tie-up for the Harbormaster Vessel, and Pumpout Vessel for 5 consecutive years during the period of March 1 through September 30. NORTHPORT's use of the Dock during the period described herein shall commence March 1, 2023 and conclude on September 30, 2027.
2. Prior to its use, an authorized and qualified representative of the VILLAGE shall inspect the Dock and the surrounding area at Woodbine Marina allocated for its use and shall deem said dock and surrounding area to be in a safe and suitable condition acceptable for its intended and permitted use.
3. The TOWN shall provide access to electricity and a fresh water source to maintain the program at Woodbine Marina.
4. The VILLAGE shall reimburse the TOWN for electric and running water expenses incurred in the amount of ONE HUNDRED DOLLARS (\$100) per month.
5. The TOWN shall not be liable for loss, expense, or damage to any person or property resulting from the VILLAGE's use of the Dock at Woodbine Marina.
6. The VILLAGE shall be responsible for leaving the marina facilities in a clean and orderly condition.
7. The VILLAGE shall coordinate all activities and secure all necessary approvals and/or permits from the Town of Huntington Department of Maritime, the Town of Huntington Department of Public Safety, the New York State Department of Environmental Control, and/or any other Town department and/or other agency having jurisdiction.
8. The VILLAGE agrees that it shall be solely responsible for any fees, fines and/or penalties that may be incurred by the VILLAGE or the TOWN as a result of the

VILLAGE's use and activities at the Woodbine Marina from March 1, 2023 through September 30, 2023.

9. The TOWN and the VILLAGE shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually, pertinent to their performance under this Agreement. Such Records shall at all times be available for audit and inspection by each party, or any other governmental authority with jurisdiction over the provision of services hereunder, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.
10. The VILLAGE agrees to fully comply with all federal, state and local laws and regulations as they may apply to its use of TOWN property described herein.
11. The VILLAGE further agrees to defend, indemnify and hold the TOWN and the Town of Huntington Board of Trustees, their officers, agents and employees harmless from any liability and attorneys' fees, imposed upon or incurred by the TOWN and the Town of Huntington Board of Trustees, their officers, agents and/or employees arising from the negligence, gross negligence, recklessness, malpractice, or intentional tort of the VILLAGE arising from the VILLAGE's use of the "A" dock at Woodbine Marina.
12. The VILLAGE agrees to secure and maintain in full force and effect General Liability Insurance with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Said coverage shall be in occurrence format and shall be primary and non-contributory coverage. All insurance carriers must be authorized to do business in the State of New York. Prior to the execution of this Agreement, each party shall furnish to the other party a Certificate of Insurance evidencing the aforesaid insurance requirements. Said Certificate shall: a) name the other party as additional insured by endorsement; b) provide for the other party as Certificate Holder; and c) specifically reference the activities or events that are the subject of this agreement. Each party shall be solely responsible for providing the Certificate Holder with thirty (30) days prior written notice of any cancellation, non-renewal or material change of action with regard to the required insurance coverage. IT IS EXPRESSLY UNDERSTOOD that such indemnity of each party shall not be limited by reason of enumeration of any insurance coverage herein provided.
13. This Agreement is governed by the laws of the State of New York. Any action or proceeding commenced by either party shall be commenced in the County of Suffolk, State of New York.
14. In the event of legal action or a claim brought by the TOWN to enforce this agreement, or to collect any amount due under this agreement, or because of a breach in the performance of any term, condition, covenant, and/or obligation of this agreement on the part of the VILLAGE to be kept or performed, and such

breach/default is established, the VILLAGE shall pay the TOWN all expenses it has incurred, including but not limited to attorney's fees, costs and disbursements.

15. The waiver of the TOWN of a breach/default of any term, condition, covenant, and/or obligation contained herein shall not be deemed to be a waiver of a subsequent breach/default of the same or other term, condition, covenant, and/or obligation contained herein. No term, condition, covenant, and/or obligation of this agreement shall be deemed waived by the TOWN unless said waiver is in writing.
16. This agreement and the representations and warranties contained herein shall inure to the benefit of the TOWN and the Town of Huntington Board of Trustees, their officers, agents and employees, and shall bind the VILLAGE, its successors and/or assigns.
17. This agreement shall not be modified, amended, or terminated except by written agreement of the parties.
18. All written notices required pursuant to this Agreement shall be delivered to the parties as set forth below at the following addresses:

Town of Huntington
Office of the Town Attorney
100 Main Street
Huntington, New York 11743

Incorporated Village of Northport
224 Main Street
Northport, New York 11768

19. If any section, subsection, paragraph, clause, phrase or provision of this agreement shall, by a court of competent jurisdiction, be adjudged or determined to be illegal, unlawful, invalid or unconstitutional, same shall not affect the validity of this agreement as a whole, or any part or provision hereof, other than the part so adjudged or determined to be illegal, unlawful or unconstitutional.
20. The parties hereto each warrant to the other that all necessary actions have been taken by their respective governing bodies to authorize execution of this Agreement by the signatories below. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same document.

Notary Public

INTERMUNICIPAL AGREEMENT

between

TOWN OF HUNTINGTON AND TOWN OF HUNTINGTON BOARD OF TRUSTEES
and

INCORPORATED VILLAGE OF NORTHPORT

for improvements and maintenance of the Woodbine Marina Park facilities

THIS AGREEMENT, made the _____ day of _____, 2023, by and between the Town of Huntington and the Town of Huntington Board of Trustees, a municipal corporation of the State of New York having its principal office at Town Hall, 100 Main Street, Huntington, New York 11743 (hereinafter collectively referred to as the "TOWN") and the Incorporated Village of Northport, a municipal corporation of the State of New York, having its principal office at 224 Main Street, Northport, New York 11768 (hereinafter referred to as the "VILLAGE").

Acting by and through the Supervisor of the Town of Huntington and the President of the Town of Huntington Board of Trustees and by and through the Mayor of the Incorporated Village of Northport it is hereby declared as follows:

WITNESSETH:

WHEREAS, the Town of Huntington Board of Trustees owns certain real property, the buildings and improvements thereon located within the Incorporated Village of Northport, including the Woodbine Marina, Cow Harbor Park, and the adjacent parking lot; and

WHEREAS, the Town of Huntington Board of Trustees entered into a lease agreement dated February 20, 1987 with the Incorporated Village of Northport, whereby the Village leases five parcels of property from the Town for a term of forty years; and

WHEREAS, the Woodbine Marina public restroom facility is in need of significant repair; and

WHEREAS, the Incorporated Village of Northport has secured funding to demolish the existing restroom facility, design and build a new structure in the existing footprint, as well as enhance the north side of the structure's entry into Cow Harbor Park; and

WHEREAS, the Incorporated Village of Northport has requested permission from the Town of Huntington to perform said renovations, with the Village bearing sole responsibility for all aspects and costs associated with the renovation, as well as the maintenance of the Woodbine Marina public restrooms; and

WHEREAS, pursuant to Resolution No. 2023-10, duly adopted on January 4, 2023, the Town Board authorized the Supervisor to execute an agreement with the VILLAGE

permitting the VILLAGE to demolish the existing Woodbine Marina public restroom facility and design and build a new structure in the existing footprint; and

WHEREAS, the Mayor of the VILLAGE has executed this Agreement pursuant to Resolution _____ adopted by the Board of Trustees of the Village of Northport at a meeting held on _____, and she is duly authorized and empowered to execute this instrument and enter into such Agreement on behalf of the VILLAGE; and

WHEREAS, the Town of Huntington and the Incorporated Village of Northport are desirous of entering into a formal Intermunicipal Agreement; and

WHEREAS, the TOWN and the VILLAGE are authorized, pursuant to Article 9, § 1 of the New York State Constitution, Article 7 of the New York State Agriculture and Markets Law, and Article 5-G of the General Municipal Law, to enter into intergovernmental agreements.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The TOWN authorizes the VILLAGE to demolish the existing Woodbine Marina public restroom facility and design and build a new structure in the existing footprint.
2. The VILLAGE shall not hire nor engage any contractors, subcontractors or consultants to perform work on this engagement without obtaining the prior written consent of the TOWN and such consent shall not be unreasonably withheld and shall be provided in a timely fashion. Email consent shall be sufficient.
3. All architectural designs, plans, drawings and specifications secured by or on behalf of the VILLAGE must be approved in advance in writing, or via email, by the TOWN.
4. The VILLAGE shall be responsible for all aspects and costs associated with the project.
5. The parties shall coordinate the dates and times for all work, to be approved in advance by the TOWN.
6. The TOWN shall not be liable for loss, expense, or damage to any person or property resulting from the VILLAGE's actions at Woodbine Marina.
7. The VILLAGE shall be responsible for maintaining the marina and public restroom facilities and adjacent areas in a clean and orderly condition during its period of occupancy pursuant to the terms of the Lease Agreement or as otherwise described and provided in paragraphs 22 & 23 herein.
8. The VILLAGE shall coordinate all activities and secure all necessary approvals and/or permits from the New York State Department of Environmental Control and/or any other Town department and/or other agency having jurisdiction.

9. The VILLAGE agrees that it shall be solely responsible for any fees, fines and/or penalties that may be incurred for the repair and renovation work at Woodbine Marina.
10. The TOWN and the VILLAGE shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually, pertinent to their performance under this Agreement. Such records shall at all times be available for audit and inspection by each party, or any other governmental authority with jurisdiction over the provision of services hereunder, and any of their duly designated representatives. The provisions of this section shall survive termination of this Agreement.
11. The VILLAGE agrees to fully comply with all federal, state and local laws and regulations as they may apply.
12. Each party agrees to secure and maintain in full force and effect, General Liability Insurance with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Said coverage shall be in occurrence format and shall be primary and non-contributory coverage. All insurance carriers must be authorized to do business in the State of New York. Prior to the execution of this Agreement, each party shall furnish to the other party a Certificate of Insurance evidencing the aforesaid insurance requirements. Said Certificate shall: a) name the other party as additional insured by endorsement; b) provide for the other party as Certificate Holder; and c) specifically reference the activities or events that are the subject of this agreement. Each party shall be solely responsible for providing the Certificate Holder with thirty (30) days prior written notice of any cancellation, non-renewal or material change of action with regard to the required insurance coverage. IT IS EXPRESSLY UNDERSTOOD that such indemnity of each party shall not be limited by reason of enumeration of any insurance coverage herein provided.
13. The parties further agree to defend, indemnify and hold the other party, its officers, agents and employees harmless from any liability and attorneys' fees, imposed upon or incurred by the parties, its officers, agents and/or employees arising from the negligence, gross negligence, recklessness, malpractice, or intentional tort of the parties.
14. In the event of legal action or a claim brought by a party to enforce this agreement, or to collect any amount due under this agreement, or because of a breach in the performance of any term, condition, covenant, and/or obligation of this agreement on the part of the other party to be kept or performed, and such breach/default is established, the party who breached/defaulted shall pay the aggrieved party all expenses it has incurred, including but not limited to reasonable attorney's fees, costs and disbursements.

15. This Agreement is governed by the laws of the State of New York. Any action or proceeding commenced by either party shall be commenced in the County of Suffolk, State of New York.
16. The waiver of the TOWN or VILLAGE of a breach/default of any term, condition, covenant, and/or obligation contained herein shall not be deemed to be a waiver of a subsequent breach/default of the same or other term, condition, covenant, and/or obligation contained herein. No term, condition, covenant, and/or obligation of this agreement shall be deemed waived by the TOWN or Village unless said waiver is in writing.
17. This agreement and the representations and warranties contained herein shall inure to the benefit of the TOWN and the Town of Huntington Board of Trustees, their officers, agents and employees, and shall bind the VILLAGE, its successors and/or assigns.
18. This agreement shall not be modified, amended, or terminated except by written agreement of the parties.
19. All written notices required pursuant to this Agreement shall be sent by certified mail return receipt requested or by personal delivery to the parties as set forth below at the following addresses:
- | | |
|-----------------------------|-----------------------------------|
| Town of Huntington | Incorporated Village of Northport |
| Office of the Town Attorney | 224 Main Street |
| 100 Main Street | Northport, New York 11768 |
| Huntington, New York 11743 | |
20. If any section, subsection, paragraph, clause, phrase or provision of this agreement shall, by a court of competent jurisdiction, be adjudged or determined to be illegal, unlawful, invalid or unconstitutional, same shall not affect the validity of this agreement as a whole, or any part or provision hereof, other than the part so adjudged or determined to be illegal, unlawful or unconstitutional.
21. The parties hereto each warrant to the other that all necessary actions have been taken by their respective governing bodies to authorize execution of this Agreement by the signatories below. This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures received via fax or email shall have same force effect and meaning as original signatures and all of which when executed and delivered shall together constitute one and the same document.
22. The VILLAGE and its residents shall have the right and access to use the restroom for a period of 40 years from the date of completion.
23. The Town of Huntington shall provide a Letter of Intent to execute an extension, renewal or new Lease Agreement for the five (5) parcels subject to the current 40

year Lease dated February 20, 1987 described herein. In the alternative, and in the event an extension, renewal or new Lease Agreement is not executed it is agreed and understood that upon final completion of the bathroom renovation the Village shall have access and right to use the bathroom for a period of 40 years from the date of completion.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first above written.

TOWN OF HUNTINGTON

By: _____
EDMUND J. SMYTH
Supervisor

TOWN OF HUNTINGTON BOARD
OF TRUSTEES

By: _____
EDMUND J. SMYTH
President

INCORPORATED VILLAGE OF NORTHPORT

BY: _____
DONNA KOCH
Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared EDMUND J. SMYTH, SUPERVISOR OF THE TOWN OF HUNTINGTON and PRESIDENT OF THE TOWN OF HUNTINGTON BOARD OF TRUSTEES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared DONNA KOCH, MAYOR OF THE INCORPORATED VILLAGE OF NORTHPORT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual acted, executed the instrument.

Notary Public