

AGENDA
JUNE 6, 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/tZMpcumrrTotHNN7tyjfHqA696DK-gA1_Phe

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

OPEN MEETING:

SALUTE TO THE FLAG:

ANNOUNCEMENTS:

PRESENTATION:

PUBLIC HEARINGS:

PUBLIC PARTICIPATION:

BOARD APPROVAL OF WARRANTS:

Prepay Governmental Funds Utility bills 5/30/23 in the amount of \$1,104.49

Governmental Funds bills 6/6/23 in the amount of \$1,008,389.46

May 2023 Auto Pay in the amount of \$7,751.21

Payroll week 6/2/23 General Fund \$356,160.67

Payroll week 6/2/23 Sewer Fund \$15,305.46

BUSINESS/COMMISSIONERS REPORTS:

TREASURER REPORT:

CHIEF OF POLICE REPORT:

CORRESPONDENCE:

REQUESTS: The Rotary Club of Northport would like to hold their annual “Duck Race” Sunday, August 20th at noon at the walled inlet at the foot of Main Street.

RESOLUTIONS:

RESOLUTION 2023 – 125 ~ APPROVAL OF MINUTES

BE IT RESOLVED, the minutes of the May 16, 2023 meeting are hereby accepted.

RESOLUTION 2023 - 126 ~ NORTHPORT FIRE DEPARTMENT FAIR PARKING RESTRICTIONS

WHEREAS, Chief Hughes has requested the enactment of temporary parking restrictions during the hours of the Northport Fire Department Fair which is scheduled for Monday, July 10, 2023 through Saturday, July 15, 2023.

WHEREAS, Chief Hughes has outlined the required restrictions in a memorandum to the Board of Trustees dated May 30, 2023, now therefore

BE IT RESOLVED, That the temporary parking restrictions on the dates and times noted in the memorandum, which is annexed to this agenda and incorporated herein, are hereby approved and the Police Department is hereby authorized to take actions necessary to enforce said restrictions.

RESOLUTION 2023 – 127 ~ FIRE CONTRACT WITH THE TOWN OF HUNTINGTON

BE IT RESOLVED, The Mayor is hereby authorized to execute an agreement with the Town of Huntington to provide fire protection services for fire protection District No. 1 for a period of three year from January 1, 2023 through December 31, 2025 in the amount of one million six hundred twenty thousand four hundred seventeen dollars and ninety cents (\$1,620,417.90) annually, plus an amount not to exceed the annual New York State tax cap for calendar years 2024 and 2025 and on such other terms and conditions as may be acceptable to the Village Attorney, subject to the approval of the volunteers of the Northport Fire Department as provided by law.

WHEREAS, the execution of an agreement is a Type II action pursuant to 6 N.Y.C.R.R. Section 617.5(c) (18)(21), and therefore no further SEQRA review is required.

RESOLUTION 2023 – 128 ~ PARAMEDIC

WHEREAS, Matthew Finkelstein has applied to be a per diem Paramedic for the Village of Northport, and

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

NOW THEREFORE BE IT RESOLVED, Matthew Finkelstein is hereby hired for the position of Paramedic for the Incorporated Village of Northport, and as with all applicants, Matthew Finkelstein will be subject to a background check and confirmation of all certifications necessary to hold the position of Paramedic, and

BE IT FURTHER RESOLVED, Paramedic Matthew Finkelstein will work no more

than 17.5 hours a week at a rate of pay of \$32.00 per hour.

RESOLUTION 2023 – 129 ~ PARAMEDIC

WHEREAS, Jonathan Gorst has applied to be a per diem Paramedic for the Village of Northport, and

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

NOW THEREFORE BE IT RESOLVED, Jonathan Gorst is hereby hired for the position of Paramedic for the Incorporated Village of Northport, and as with all applicants, Jonathan Gorst will be subject to a background check and confirmation of all certifications necessary to hold the position of Paramedic, and

BE IT FURTHER RESOLVED, Paramedic Jonathan Gorst will work no more than 17.5 hours a week at a rate of pay of \$32.00 per hour.

RESOLUTION 2023 – 130 ~ PART-TIME CALL-IN FIRE DEPARTMENT DISPATCHER

WHEREAS, Steven Rostern is currently employed with the Village of Northport as a part-time Fire Marshal and in addition has applied to become a per diem part-time call-in dispatcher for the Village of Northport Fire Department,

WHEREAS: hiring of employees is a Type II action pursuant to 6 N.Y.C.R.R. Section 617.5(c)(26), and, therefore no further SEQRA review is required.

NOW THEREFORE BE IT RESOLVED, Steven Rostern is hereby hired for emergency backup to support the Incorporated Village of Northport Fire Department as a per diem part-time call-in dispatcher, and

BE IT FURTHER RESOLVED, Steven Rostern will work per diem at a rate of pay of \$29.49 per hour.

RESOLUTION 2023 – 131 ~ AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NELSON, POPE & VOORHIS, LLC

BE IT RESOLVED, The Northport Village Board hereby authorizes the Mayor to execute a professional services agreement with Nelson, Pope & Voorhis., LLC, for services outlined in the proposal dated April, 2023, at a cost not to exceed \$162,000.00, and authorizes the treasurer to make all appropriations for the purpose of funding the work contained in the proposal and said agreement is subject to attorney review for form and content.

WHEREAS, the execution of a professional service agreement for the Village is a type II action pursuant to 6 N.Y.C.R.R. Section 617.5 (18) and (21), and therefore no further SEQRA review is required.

RESOLUTION 2023 - 132 ~ AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR AN EXTERMINATOR FOR VILLAGE FACILITIES WITHIN THE VILLAGE OF NORTHPORT

WHEREAS, the exterminator will evaluate and provide critical information about the pest and rodent issues, which will determine appropriate measures to remediate

issues located at Village trash collection points, parks and facilities, and

WHEREAS, "Requests for Proposals" were solicited and received. The lowest qualified proposal was submitted by Kane Exterminating Corp.

WHEREAS, Kane Exterminating Corp. 153 West Main Street, King Park, NY 11754, submitted a proposal for an initial service, including set-up, 8-week abatement, and evaluation to be completed at the 6-month point, for extermination services at Village of Northport parks, buildings and trash collection sites at an initial cost of \$5449.00, Fifty-Four Hundred and Forty-Nine Dollars for initial year; and Service Visit Cost of \$625.00 each, and

WHEREAS, the Exterminator 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 Kane Exterminating Corp. 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.

RESOLUTION 2023 – 133 ~ AMBULANCE DRIVER 1

BE IT RESOLVED, Part-Time, Call-in Fire House Attendant, Aidan Murtagh is hereby reclassified effective immediately to the position of Ambulance Driver 1 at the hourly rate of \$31.30 and other conditions of employment, pursuant to the collective Bargaining Agreement between the Village of Northport and Local 342, Long Island Public Service Employees.

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

RESOLUTION 2023 – 134 ~ CONTRACT TERMINATION

BE IT RESOLVED, the Village of Northport hereby terminates the contract dated June 5, 2022 with Leonard Marchese, CPA effective immediately.

FURTHER RESOLVED, this is a type II action pursuant to 6 N.Y.C.R.R. Section 617.5 and, therefore no further SEQRA review is required.

RESOLUTION 2023 - 135 ~ CREATING A CAPITAL PROJECT TITLED MAIN STREET REVITALIZATION

WHEREAS, The Village of Northport desires to undertake a construction project to revitalize Main Street by replacing sidewalks, light fixtures, street trees, parking meters and related improvements; and

WHEREAS, the Village of Northport will finance this project through the issuance of Bonds, BANs or Notes, and

WHEREAS, establishing a Capital Project is a Type II action pursuant to 6 N.Y.C.R.R. 617.5 (C) and no further SEQRA review is required at this time.

BE IT RESOLVED, The Village hereby creates the following capital project entitled Main Street Revitalization with an appropriation of \$2,500,000 to be funded via issuance of Bonds, BANs or Notes of the Village pursuant to the New York Local Finance Law and/or other applicable statutes or laws; and,

BE IT FURTHER RESOLVED, that the Village Treasurer is hereby authorized to make all the necessary accounting and budgetary adjustments needed to implement this resolution.

RESOLUTION 2023 – 136 ~ RETAINING THE LAW FIRM OF HAWKINS, DELAFIELD AND WOOD, LLP

WHEREAS, in order to finance the Main Street Revitalization Project, the Village desires to retain Hawkins, Delafield and Wood, LLP as Bond Counsel to represent the Village in connection with the issuance of Bonds, BANS or Notes pursuant to New York Local Finance Law and/or other applicable statutes or laws; and,

BE IT RESOLVED, The Mayor is authorized to execute a retainer agreement with Hawkins, Delafield and Wood, LLP at the rates as set forth below;

Exhibit A
Bonds

Our fee relating to a publicly sold serial bond issue would include a base charge of \$3,500 for the preparation of proceedings relating to the sale and issuance of the bonds. In addition, we would charge a bond issuance fee of:

\$1.25 per \$1,000 for the first \$4,000,000 financed

\$1.00 per \$1,000 for the next \$4,000,000 financed

\$.75 per \$1,000 thereafter.

Notes

Our fee for publicly sold note issues, including bond anticipation notes, tax anticipation notes, revenue anticipation notes, capital notes, budget notes and deficiency notes, whether original or renewal issues, or issues which combine new obligations with renewal obligations, would include a base charge of \$1,500, plus a fee of:

\$.75 per \$1,000 for the first \$4,000,000 financed

\$.60 per \$1,000 for the next \$4,000,000 financed

\$.50 per \$1,000 thereafter.

Bond Resolution Preparation Fees

Our fee for the preparation of bond resolutions, or amendment of bond resolutions, is \$750 per bond resolution. Such fee would generally be billed together with our fees for the initial serial bonds or bond anticipation notes issued pursuant to such bond resolution(s).

Hourly Fees

The scope of bond counsel services required in connection with a particular financing sometimes requires additional services. In such event, we would propose to charge a fee of \$275 per hour for attorney time spent on unusual matters, other than those expected to be encountered in the usual course of a bond or note issue. If circumstances dictate that a different rate (lower or higher) be used, we would discuss an alternate rate with the Village prior to commencing work.

RESOLUTION 2023 – 137 ~ RETAINING THE MUNICIPAL FINANCIAL ADVISOR MUNISTAT SERVICES INC.

WHEREAS, The Village of Northport desires to retain Munistat Services Inc. for financial advisory services in connection with the issuance of Bonds, BANS or Notes, and,

BE IT RESOLVED, The Mayor is authorized to enter into a Municipal Finance Advisory Service Contract with Munistat Services Inc. on terms as set forth below;

APPENDIX B FEES AND EXPENSES

The fees for our services for capital project financings will *not exceed* the following:
Serial Bonds - \$8,500 for each bond issue with an Official Statement and \$1.00 per \$1,000 thereafter, prior to the reduction of premium; Bond Anticipation Notes – Base fee of \$4,000 for each note with an Official Statement and \$0.65 per \$1,000 thereafter;
Lease financings - \$6,500 and \$0.35 per

\$1,000 thereafter. The fee for general consulting services will be \$225 per hour with the terms of the service agreed upon prior to the engagement.

If, and when applicable, the fee for preparation and filing of the Statement of Annual Financial and Operating Information in accordance with SEC Rule 15c2-12, and the Village's Continuing Disclosure Undertaking will be \$2,200. There is no charge for the filing of material event notices.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction. It should be noted that these fees represent a "not to exceed" amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fee for our services includes all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Village by the respective parties.

Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

RESOLUTION 2023 – 138 ~ BUDGET TRANSFERS

BE IT RESOLVED, The Village Treasurer is hereby authorized to make the following budget transfers; see attached General Ledger Budget Adjustment Proof List.

RESOLUTION 2023 – 139 ~ APPOINTMENT OF COUNSEL

WHEREAS, The Board of Trustees desires to retain counsel to represent the Village of Northport in connection with a certain condemnation proceeding regarding a road known as Ackerly Terrace which was recently purchased by DeMaio Way, LLC for the sum of \$15,000.00; and

WHEREAS, the Village has maintained Ackerly Terrace including repaving the roadbed and desires to obtain control over its roadway, and

WHEREAS, The Board of Trustees desires to retain the firm of Egan & Golden and Harvey B. Besunder of with offices at 96 South Ocean Avenue, Patchogue, NY to represent the Village of Northport in the condemnation proceeding and he shall be compensated at the rate of Three hundred seventy-five dollars per hour.

WHEREAS, retaining a law firm to represent the Village of Northport is a Type II action pursuant to 6 NYCRR 617.5 (c) and no further SEQRA review is required.

NOW THEREFOR BE IT RESOLVED, that the Mayor is authorized to execute a retainer agreement with Egan & Golden at the hourly rate of \$375.00 per hour for purposes of condemning property known as Ackerly Terrace.

RESOLUTION 2023 – 140 ~ KIDS YOGA

WHEREAS, the wellness program is a continuing program offered by the Village of Northport for the betterment of its residents.

BE IT RESOLVED, Kim Bienia is hereby authorized to use the Northport Village Park Gazebo Thursday afternoons at 4:30pm from June 29th – August 17th, 2023 for Kids Yoga, as part of the Village of Northport's Wellness Program.

BE IT FURTHER RESOLVED, each participant will be charged a fee of \$10.00 per class of which half of the fee will be paid to the Village of Northport.

RESOLUTION 2023 – 141 ~ PAVING OF VILLAGE ROADS

BE IT RESOLVED, The Village hereby authorizes an expenditure not to exceed \$211,950.00. On the recommendation of Northport Village Administrator, the following roads are approved for paving by Posillico Civil under NYSOGS Contract, Group #31502, funded by the balance in the New York State CHIPS Grant funding appropriation;

- Woodside Avenue/ Main Street to Annetta Avenue
- Rutledge Avenue/ Woodside Avenue to Highland Avenue
- McKinney Avenue/ Woodside Avenue to Annetta Avenue
- Douglas Avenue/ Highland Avenue to Annetta Avenue
- Annetta Avenue/ Highland Avenue to Douglas Avenue

BE IT FURTHER RESOLVED, this is a type II action pursuant to 6 N.Y.C.R.R Section 617.5 (c) and is not subject to any further action under SEQRA.

The next meeting of the Board of Trustees will be Tuesday, June 20, 2023 at 6:00PM.

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

Respectfully submitted,

Georgina Cavagnaro
Village Clerk

NORTHPORT POLICE DEPARTMENT MEMO

To: Board of Trustees
From: Chief Chris Hughes
Subject: Temporary parking restrictions for the Northport Fire Department Fair
Date: May 30, 2023

The Board is requested to establish temporary ***No parking*** restrictions on the below listed streets during the hours of the *Northport Fire Department Fair* which is scheduled for **Monday, July 10, 2023 through Saturday, July 15, 2023:**

Clipper Court
Clipper Drive
Hollacher Drive
Porpoise Court
Schooner Road
Steers Avenue
Terry Road

This temporary no parking restriction also requires Board authorization for the police department to remove any vehicle found in violation of the restriction at the expense of the vehicle's owner.

EGAN & GOLDEN

Attorneys at Law

Harvey B. Besunder
Partner
Tel. 631-447-8100
Hbesunder@egangolden.com

96 South Ocean Ave
Patchogue, NY 11772
Tel 631-447-8100

May 25, 2023,

Privileged & Confidential

Ed Gathman Village Attorney
Village of Northport Village Hall
224 Main Street
Northport, New York 11768

Re: Village of Northport. Re: Condemnation of “Demaio Way LLC

Dear Mr. Gathman:

You have consulted Harvey B. Besunder and Egan & Golden LLP (the Firm) to assist you in connection with the above mentioned matter, and we look forward to working with you. This letter will serve to confirm the terms under which we will provide legal services for the above-referenced matter and any other specific matter that you refer to our firm.

Scope of Engagement

We will represent the Village of Northport regarding potential condemnation through the process of Eminent Domain of premises currently named as “De Maio Way” Village of Northport, New York 11768 also designated on the Suffolk County Tax Map as District 404 Section 009.00, Block 02.00, Lot0185.001, that has been selected for acquisition by the Village of Northport and that is ultimately intended for the public use. We will review the documents including the deeds of the property and surrounding properties, the subdivision applications and approvals, board resolutions and other relevant documents. We will prepare for public hearings, arrange for appraisals, updated title reports, and arrange for the retention of other experts as may be necessary. We will consult with the experts regarding environment, valuation and legal issues, prepare for and attend all court hearings including trial if necessary. We will also meet with clients, take all statutory steps to ensure vesting of title if a negotiated settlement cannot be reached. We will also negotiate with the current property owners and/or their attorneys regarding just compensation, and review all trial appraisals, prepare for and try the valuation issues and

prepare pre-trial and post-trial memoranda. If an appeal is required regarding the proposal to acquire the property or after trial, we will require a separate retainer.

We will provide legal services that, in our professional judgment, are appropriate for the matter and in accordance with applicable legal and ethical standards. You agree that appropriate representatives will be made reasonably available to confer with us upon request, will provide us with such documents and information as you may possess relating to the matter, will disclose all facts and circumstances of which you are aware that may bear upon our handling of the matter, will promptly pay our fees in accordance with the terms of this letter, and will otherwise assist our efforts as we reasonably request.

Fees, Expenses and Billing Practices

You will be billed at the hourly rates, and for expenses, in accordance with the schedule below. Our fee schedule may be amended from time to time in accordance with the general policy of our firm, and we reserve the right to request an additional retainer to cover anticipated work. We shall use our best judgment to determine the amount of time, who is to perform the work and the nature of the services to be performed in your best interest.

Attorney Rendering Service	Hourly Rate
Harvey B. Besunder	375.
Brian Egan	375 .
Zachary D. Dubey	325
Associates	325
Paralegals	150-175.

The billing will be on a 1/10 hour basis.

In addition, you will be billed for such out-of-pocket expenses the firm may incur in providing services to you. Disbursements include, but are not limited to, such items as filing fees, overnight mail services, computer research, messenger service and the like. It is agreed that we may bill you for any anticipated disbursement prior to the actual disbursement being due, and that you will promptly remit such amount to us, it being expressly understood and agreed that we will not be obligated to advance any funds for you.

Payments shall be made to counsel in arrears and shall be contingent upon the following:
1) counsel submitting a claim voucher ("voucher") in a form satisfactory to the Village that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the services and indicating with reasonable specificity, the services provided and the payment requested in consideration for such services, or contains a detailed, itemized list of allowable expenses, and (b) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and upon 2) review, approval and audit of the voucher by the Office of the Village Attorney and the Village Comptroller or his or her duly designated representative.

Counsel shall submit claims no later than three (3) months following the Villages receipt of the services that are subject of the claim and no more frequently than once a month.

The Village shall endeavor to pay claims fifteen (15) days from final approval by the Town Comptroller.

Firm's Rights in Event of Non-Payment

If, for any reason, our statements remain unpaid for more than sixty (60) days, and we have advised you that we will be unable to continue our representation, you hereby consent that the firm will be relieved as your counsel in the matter. By signing this letter, you consent to our withdrawal as the attorneys of record in any pending litigation if our statements remain unpaid as described above. If the Firm does so, we may assert a lien against the files of your matter(s), and any documents belonging to you and in our possession, or any amounts which may become due to you as a result of the Firm's services, in the event you do not make payment of fees and expenses as required. The Firm may bring an action against you to collect any unpaid fees, expenses and advances due us, and in the event of such action, it is agreed that the prevailing party shall be entitled to recover its reasonable attorneys' fees (or in the case of our self-representation, then the reasonable value of our time and services as determined by the actual time devoted to such matters by us at our then prevailing billing rates, but in no event at billing rates lower than the billing rates set forth herein).

Dispute Resolution

We make every effort to bill fairly and clearly for fees and expenses, and to represent your interests zealously and diligently. Occasionally, however, attorneys and clients disagree about the amount of a bill for legal services. With certain limited exceptions, you may have the right to arbitrate fee disputes with the Firm pursuant to Part 137 of the Rules of the Chief Administrator of the Courts.

Termination

Either you or the Firm may terminate this agreement and the arrangements described in this letter at any time by written notice of termination. If our relationship with you is terminated, the Firm will continue to keep confidential all confidential or privileged documents and information provided by you, except as required by law.

Records Retention Policy

When this matter is concluded or we no longer represent you, we will notify you that the file, including papers and property you may have delivered to us during the course of the matter, may be collected by you, upon receipt of full payment of all outstanding fees and expenses. It is the policy of the Firm to retain only those records attorneys are required to maintain under the N.Y. Rules of Professional Conduct, i.e., records of our financial transactions relating to the matter. Upon your request, the paper file (including any papers and property you may have delivered to us) can be collected or shipped to you, at your expense. Should you not request that

the file be returned to you, we will destroy the paper file. The firm reserves the right, to copy all or part of the file before providing it to you. Additionally, we purge and destroy on a periodic basis those files that clients do not request.

Additional Understandings

It is understood and agreed that: (1) the Firm has made no representations or guarantees as to the ultimate outcome or disposition of any phase of the matter or any matters for which we have been retained, as any expression relative thereto would only be our opinion; (2) this agreement supersedes any and all prior oral or written agreements and understandings between you and the Firm; and (3) this letter contains all of the terms of the Firm's representation with respect to this engagement.

If the foregoing accurately reflects your understanding of the circumstances under which you are retaining the Firm, please signify your agreement and acknowledge receipt of the enclosed Statement of Client's Rights and Responsibilities by signing and returning the enclosed copy of this letter to us.

Thank you once again for allowing us to be of service to you.

Very truly yours,
Harvey B. Besunder
Harvey B. Besunder

HBB/cbd

THE FOREGOING IS UNDERSTOOD AND
AGREED TO BY THE UNDERSIGNED:

Village of Northport
Ed Gathman VILLAGE ATTORNEY

By:_____

Ed Gathman

egathman@gathbenlaw.com

Dated:_____

Accounts Payable

Checks by Date - Summary by Check Date

User: j.dorio@northportny.gov
Printed: 5/31/2023 9:05 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
50	ATLANTIC	ATLANTIC PROGRAM DELAGE LAND	05/24/2023	209.22
51	PITNEYB	PURCHASE POWER	05/24/2023	1,008.50
52	AT&TMO	AT&T MOBILITY	05/24/2023	398.88
53	VERIZ	VERIZON	05/24/2023	635.11
54	VERIZ	VERIZON	05/24/2023	706.54
55	CAP1	CAPITAL ONE	05/24/2023	136.89
56	ADP	AUTOMATIC DATA PROCESSING	05/24/2023	420.85
57	ADP	AUTOMATIC DATA PROCESSING	05/24/2023	754.77
Total for 5/24/2023:				4,270.76
58	READY	READY REFRESH	05/31/2023	81.41
59	READY	READY REFRESH	05/31/2023	83.75
60	SCWA3	SUFFOLK COUNTY WATER AUTHORITY	05/31/2023	3,315.29
Total for 5/31/2023:				3,480.45
Report Total (11 checks):				7,751.21

Created by jmd
Approved by _____
Date _____

Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
Printed: 06/01/2023 - 2:34PM
Batch: 00001.06.2023 - BOT 060623 - GOV'T FUNDS



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
556		ADVANTAGE TITLE	EASEMENT - BLUFF PNT RD	A0-1440-0400-0000	275.00
557		AFLAC NEW YORK	MAY SUPPLEMENTAL INSURANCE	A0-9060-0807-0000	994.12
536		AL'S AUTO PARTS	LAMP AND OIL	A0-1640-0409-0000	200.35
536		AL'S AUTO PARTS	GREASE CART. AND FILTER	A0-1640-0409-0000	375.75
558		AMAZON CAPITAL SERVICES	BASKETBALL NET	A0-7140-0409-0000	27.18
558		AMAZON CAPITAL SERVICES	LEDGER SHEETS	A0-1410-0400-0000	108.28
558		AMAZON CAPITAL SERVICES	TRAFFIC CONE AND AIR FRESHER	A0-5110-0409-0000	189.71
558		AMAZON CAPITAL SERVICES	LAMINATING CARRIERS	A0-1410-0400-0000	36.59
558		AMAZON CAPITAL SERVICES	FILE FOLDERS	A0-1410-0400-0000	177.87
558		AMAZON CAPITAL SERVICES	PENS FOR JUDGE	A0-1110-0400-0000	39.96
558		AMAZON CAPITAL SERVICES	WHISTLES	A0-7140-0409-0007	9.99
558		AMAZON CAPITAL SERVICES	MEMBERSHIP	A0-1325-0400-0000	179.00
558		AMAZON CAPITAL SERVICES	MONITOR AND EXTERNAL HARD DRIVE	A0-5110-0409-0000	246.98
559		AUTO EXCELLENCE AUTO BODY	PD AUTO REPAIR - REC'D \$2,624.89	A0-3120-0409-0000	2,624.89
559		AUTO EXCELLENCE AUTO BODY	PD AUTO REPAIR - REC'D \$7,727.23	A0-3120-0409-0000	8,227.23
560		BOARD OF ELECTIONS	3/21/23 ELECTION VOTING EQUIP	A0-1450-0400-0000	117.50
562		CANON FINANCIAL SERVICES	MAY LEASE	A0-1410-0400-0000	401.00
549		CARLSONCORP, INC	TRAILER TRUCK HIRE	A0-7140-0409-0003	1,200.00
549		CARLSONCORP, INC	CLEAN CONCRETE BY YRD	A0-5110-0405-0000	50.00
563		CAROLYN FALANGO	MAY 15 & 22 CRT REPORTER	A0-1110-0400-0000	500.00
582		CATALIS TAX & CAMA	TAX SOFTWARE 11/1/22-10/31/23	A0-1680-0400-0000	3,328.00
564		CLARIS GROSS	SPANISH INTERPRETER 4/10 5/15 5/22	A0-1110-0400-0000	570.00
537		CLINTON WELDING SUPPLY CO	OXYGEN AND ACETYLENE	A0-1640-0409-0000	215.90
538		EDMER SANITARY SUPPLY CO	BATH TISSUE	A0-5110-0409-0000	334.50
566		EMERGENCY MEDICAL PRODUCT	MAINTENANCE ON PUMP OUT BOAT	A0-7180-0416-0000	148.56
539		ERIK ENGLEMAN	UNIFORM 2023-2024	A0-5110-0423-0000	518.46
568		FIRST ADVANTAGE	DRUG TESTING	A0-4189-0400-0000	28.67
567		FUNDAMENTAL BUSINESS SERVICE	PARKING COMMISSION APRIL	A0-1110-0400-0000	1,290.00
540		GARDEN STATE HIGHWAY PROD	ALUM. BLANK-SNS-24"X9"-.091 GA-SRC-NO HOLES	A0-5110-0407-0000	298.08
540		GARDEN STATE HIGHWAY PROD	CROSS - 12" BLADE EXTRUDED	A0-5110-0407-0000	350.00
540		GARDEN STATE HIGHWAY PROD	ALUM. BLANK-SNS-30"X9"-.091 GA-SRC-NO HOLES	A0-5110-0407-0000	372.72

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
569		GATHMAN & BENNETT L.L.P.	JUNE RETAINER	A0-1420-0400-0000	10,416.67
541		GLOBAL FUELING SYSTEMS	CALL OUT REPAIR	A0-1640-0200-0000	383.89
542		GLOBAL MONTELLO GROUP CORP	ULS DIESELONE 1700 GAL @ 2.6435	A0-1640-0403-0000	4,500.59
543		GRAINGER	LIFE RING THEFT ALARM	A0-7180-0409-0000	132.38
543		GRAINGER	MASKING TAPE AND ROLLER COVER	A0-5110-0409-0000	236.22
543		GRAINGER	PAPER TOWEL	A0-5110-0409-0000	245.40
565		HM LIFE INSURANCE COMPANY OF NEW YO	DAVIS VISION JUNE 23	A0-9045-0804-0000	334.90
570		HUNTINGTON PLUMBING	VILLAGE HALL REPAIR	A0-1620-0409-0000	119.94
544		HUNTINGTON PLUMBING	PARKS BATHROOM	A0-7140-0409-0000	59.70
544		HUNTINGTON PLUMBING	HIGHWAY TOOLS	A0-5110-0409-0000	27.98
571		J.R. HOLZMACHER P.E. LLC	GENERAL SERVICE	A0-1440-0400-0000	600.00
571		J.R. HOLZMACHER P.E. LLC	PLANNING BOARD 229 WOODBINE	A0-1440-0400-0000	787.50
545		KINGS PARK MATERIALS LLC	6.58 TNS OF PATCHING F3	A0-5110-0406-0000	549.95
545		KINGS PARK MATERIALS LLC	4.20 TNS OF PATCHING F3	A0-5110-0406-0000	351.04
572		KW REPORTING CORP	ZBA PUBLIC NTS AND	A0-8010-0400-0000	507.00
572		KW REPORTING CORP	ARCHIES PUBLIC NTS AND	A0-8989-0400-0000	275.50
546		L&L TROPHIES AND PLAQUES	DINGHY FLOAT TAG ENGRAVING	A0-7180-0409-0000	37.50
574		LEONARD J. MARCHESE, CPA	MAY CONSULTING SERVICES	A0-1325-0400-0000	2,916.67
573		LEVENTHAL, MULLANEY & BLINKOFF, LLP	ETHICS TRAINING	A0-1420-0400-0002	2,100.00
547		M.A.P. CUSTOM T-SHIRTS	GATE ATTENDANTS T-SHIRTS	A0-7140-0413-0000	284.00
548		NASCO STONE SUPPLY INC.	BLUESTONE GRAVEL	A0-5110-0405-0000	42.50
548		NASCO STONE SUPPLY INC.	REBAR	A0-5110-0405-0000	24.00
579		NEW YORK GOVERNMENT FINANCE OFFICE	ARBITRAGE SEMINAR	A0-1325-0400-0000	65.00
579		NEW YORK GOVERNMENT FINANCE OFFICE	SC LI SEMINAR	A0-1325-0400-0000	95.00
579		NEW YORK GOVERNMENT FINANCE OFFICE	JD LI SEMINAR	A0-1325-0400-0000	95.00
575		NORTHPORT ARTS COALITION	2023/2024 ANNUAL STIPEND	A0-7989-0400-0002	1,000.00
576		NORTHPORT MARINE SUPPLY CORP.	BILGE PUMP	A0-7140-0409-0000	125.03
577		NORTHPORT PBA ASSOCIATION	APRIL AND MAY METLIFE CENTAL AND LIFE	A0-9045-0804-0000	8,137.20
591		NYS EMPLOYEES' HEALTH INSURANCE PENI	JUNE HEALTH INSURANCE	A0-9060-0807-0000	164,547.71
581		OFFICE OF THE STATE COMPTROLLER	CRT FEES APRIL 2023	A0-1110-0411-0000	2,308.00
535		PRIORITY DISPATCH CORP	ERIK JANSEN TRAINING	A0-3120-0211-0000	365.00
550		RIVERHEAD BUILDING SUPPLY	FLOATS	A0-7180-0409-0000	50.88
550		RIVERHEAD BUILDING SUPPLY	KAYAK RACK	A0-7140-0409-0000	413.97
550		RIVERHEAD BUILDING SUPPLY	PRESSURE TREATED LMBR	A0-7180-0409-0000	57.20
550		RIVERHEAD BUILDING SUPPLY	MISC NET AMT	A0-7180-0409-0000	8.82
550		RIVERHEAD BUILDING SUPPLY	BENCH TOOLS	A0-7140-0409-0000	17.65
550		RIVERHEAD BUILDING SUPPLY	BENCH TOOLS	A0-7140-0409-0000	64.77
583		ROBERT SCHALK, ESQ.	VILLAGE PROSECUTOR 5/1/23	A0-1420-0400-0001	750.00
583		ROBERT SCHALK, ESQ.	VILLAGE PROSECUTOR MAR AND APR 23	A0-1420-0400-0001	1,800.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
551		S&S HYDRAULIC POWER SHOP LTD	CAT BACKHOE HOSE	A0-1640-0409-0000	90.25
551		S&S HYDRAULIC POWER SHOP LTD	ADAPTER FOR SWEEPER	A0-1640-0409-0000	72.00
584		SALERNO BROKERAGE CORP	VILLAGE HALL MUNI PKG	A0-1910-0400-0000	21,995.00
584		SALERNO BROKERAGE CORP	POLICE MUNI PKG	A0-1910-0400-0000	47,453.56
584		SALERNO BROKERAGE CORP	PARKS MUNI PKG	A0-1910-0400-0000	29,562.20
584		SALERNO BROKERAGE CORP	HIGHWAY MUNI PKG	A0-1910-0400-0000	48,060.00
584		SALERNO BROKERAGE CORP	VH MUNI UMBRELLA	A0-1910-0400-0000	1,725.46
584		SALERNO BROKERAGE CORP	PARKS MUNI UMBRELLA	A0-1910-0400-0000	862.73
584		SALERNO BROKERAGE CORP	HIGHWAY MUNI UMBRELLA	A0-1910-0400-0000	3,623.46
584		SALERNO BROKERAGE CORP	POLICE MUNI UMBRELLA	A0-1910-0400-0000	6,470.48
584		SALERNO BROKERAGE CORP	PUBLIC OFFICIALS MUNI PKG	A0-1910-0400-0000	33,143.00
584		SALERNO BROKERAGE CORP	AUTO INSURANCE	A0-3120-0420-0000	12,966.90
584		SALERNO BROKERAGE CORP	PARKS AUTO INSURANCE	A0-7140-0420-0000	3,054.00
584		SALERNO BROKERAGE CORP	HIGHWAY AUTO INSURANCE	A0-5110-0420-0000	18,556.00
584		SALERNO BROKERAGE CORP	BLDG AUTO INSURANCE	A0-5110-0420-0000	5,130.00
584		SALERNO BROKERAGE CORP	BLDG AUTO INSURANCE	A0-5110-0420-0000	2,387.00
584		SALERNO BROKERAGE CORP	FD PACKAGE	A0-3410-0425-0000	36,431.53
584		SALERNO BROKERAGE CORP	FD AUTO	A0-3410-0420-0000	33,818.00
584		SALERNO BROKERAGE CORP	FD UMBRELLA	A0-3410-0425-0000	15,439.00
552		SEALMASTER	PATCHMASTER 63 BAGS	A0-5110-0406-0000	1,133.37
585		SIOBHAN COSTELLO	MILEAGE REIMBURSEMENT TO CONFERENCE	A0-1325-0400-0000	294.54
553		SITEONE LANDSCAPE SUPPLY, LLC	WATER/GARDEN SUPPLIES	A0-7140-0409-0005	1,668.95
553		SITEONE LANDSCAPE SUPPLY, LLC	WATER/GARDEN SUPPLIES	A0-7140-0409-0005	69.43
554		SPRAGUE OPERATING RESOURCES LLC.	RFG/OXY 842 @ 2.5902	A0-1640-0403-0000	2,184.75
554		SPRAGUE OPERATING RESOURCES LLC.	RFG/OXY 1015 @ 2.6015	A0-1640-0403-0000	2,645.10
586		TECHPRO SECURITY GROUP	VILLAGE HALL CAMERAS	A0-1620-0409-0001	3,035.25
578		THE NORTH SHORE NEWS	HELP WANTED ADS	A0-1410-0400-0000	271.55
578		THE NORTH SHORE NEWS	LEGAL NOTICE	A0-1410-0400-0000	23.24
555		TIFCO INDUSTRIES	MISC SUPPLIES	A0-5110-0409-0000	166.30
555		TIFCO INDUSTRIES	MISC SUPPLIES	A0-5110-0409-0000	124.93
555		TIFCO INDUSTRIES	MISC SUPPLIES	A0-5110-0409-0000	75.67
555		TIFCO INDUSTRIES	MISC SUPPLIES	A0-5110-0409-0000	84.58
587		TOTAL COLLECTION SERVICES INC.	RUBBISH REMOVAL AND DUMPSTERS	A0-8160-0400-0000	70,056.25
588		W.B. MASON	WATER COOLER RENTAL	A0-1620-0409-0000	5.98
588		W.B. MASON	WATER FOR COOLER	A0-1620-0409-0000	42.80
588		W.B. MASON	PINES SOL BLEACH	A0-5110-0409-0000	530.26
588		W.B. MASON	WATER COOLER RENTAL	A0-1620-0409-0000	5.98
589		WELSBACH ELEC CORP LI	TRAFFIC SIGNAL MAIN AND CHURCH	A0-3310-0200-0000	291.40
590		WINTERS BROS WASTE SERVICES,LLC	HAULING & DISP OF 30 YRD	A0-8160-0400-0000	1,421.50

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
590		WINTERS BROS WASTE SERVICES,LLC	RECYCLING	A0-8160-0400-0000	83.25
590		WINTERS BROS WASTE SERVICES,LLC	CURBSIDE COLLECTION	A0-8160-0400-0000	640.00
561		BRANDT MARINE INC.	MAIN STREET PIER REPAIR	H0-7180-0200-0000	121,800.25
580		NEW YORK TRENCHLESS, INC	VILLAGE PARK LIGHTING	H0-1620-0200-0002	147,201.07
525		ADJO CONTRACTING CORP.	PREPAY MATERIALS	G0-8120-0400-0000	6,851.44
526		ALLMAX SOFTWARE, INC.	ANNUAL MSP	G0-8130-0409-0000	1,890.00
527		BENSIN CONTRACTING,INC.	INFLUENT PUMP	G0-8130-0400-0000	1,760.00
533		BERNHARD MEYBURG	UNIFORM 2023/2024	G0-8130-0423-0000	115.25
528		CHEMLUTION INC.	METHANOL TANK DELIVERY	G0-8130-0404-0000	4,232.00
531		CLEARBROOK	526461, 526462, 526463	G0-8130-0405-0000	3,720.00
531		CLEARBROOK	526955, 526957, 526956	G0-8130-0405-0000	3,720.00
529		DELEA LANDSCAPE SUPPLIES	SUPER SPORTSTURF	G0-8130-0409-0000	79.24
530		DRUM INDUSTRIAL SALES CO	WHITE TOWELS	G0-8130-0409-0000	151.74
532		MAXIMUM ENVIRONMENTAL MANAGEMEN	SAMPLE TESTING 4/5/2023	G0-8130-0404-0001	245.50
532		MAXIMUM ENVIRONMENTAL MANAGEMEN	COLIFROM TESTING	G0-8130-0404-0001	1,080.00
532		MAXIMUM ENVIRONMENTAL MANAGEMEN	SAMPLE TESTING 5/3	G0-8130-0404-0001	245.50
532		MAXIMUM ENVIRONMENTAL MANAGEMEN	SAMPLE TESTING 4/19	G0-8130-0404-0001	245.50
532		MAXIMUM ENVIRONMENTAL MANAGEMEN	SAMPLE TESTING 4/26/2023	G0-8130-0404-0001	245.50
532		MAXIMUM ENVIRONMENTAL MANAGEMEN	SAMPLE TESTING 5/3/2023	G0-8130-0404-0001	245.50
584		SALERNO BROKERAGE CORP	SEWER MUNI PKG	G0-1910-0400-0000	72,095.00
584		SALERNO BROKERAGE CORP	SEWER MUNI UMBRELLA	G0-1910-0400-0000	4,572.47
584		SALERNO BROKERAGE CORP	SEWER AUTO INSURANCE	G0-8130-0420-0000	2,822.00
534		WASTEQUIP	3 CU YARD DUMPSTER PER QUOTE WQ-10268072	G0-8120-0200-0000	1,105.00
Warrant Total:					1,008,389.46

Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
Printed: 05/30/2023 - 12:38PM
Batch: 00007.05.2023 - PREPAY 05302023



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
518		AT&T MOBILITY	POLICE CELL PHONES MAY	A0-3120-0401-0000	480.03
520		MCI	LONG DISTANCE FIRE	A0-3410-0401-0000	12.02
521		NATIONAL GRID	ELECTRIC LORD JOES	A0-1620-0401-0000	39.42
522		NATIONAL GRID	ELECTRIC LORD JOES	A0-1620-0401-0000	298.11
523		NATIONAL GRID	Electric 22 Waterside	A0-1620-0401-0000	97.97
519		OPTIMUM	INTERNET FIRE	A0-3410-0401-0001	101.94
524		VERIZON WIRELESS	FIRE TRUCK IPADS 3-20-4-19	A0-3410-0409-0000	75.00
Warrant Total:					1,104.49

General Ledger

Budget Adjustment Proof List

User: j.dorio@northportny.gov
 Printed: 06/01/2023 - 3:34PM
 Fiscal Year: 2024
 Batch: 00001.06.2023 - BOT 06062023 - FYE 2023-2024



Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
FUND A0 - GENERAL FUND							
DEPT 0000 - .							
REVENUE							
Annual Budget							
A0-0000-2680-0000	INSURANCE RECOVERIES	Annual	10,000.00	25,738.27	0.00		
	Period Total:		10,000.00	25,738.27	0.00		
	Revenue Total:		10,000.00	25,738.27	0.00		
	Revenue Total:		10,000.00	25,738.27	0.00		
	Expense Total:		0.00	0.00	0.00		
	DEPT 0000 - . Net Amount:		-10,000.00	-25,738.27	-15,738.27		
DEPT 1410 - VILLAGE CLERK							
EXPENSE							
Annual Budget							
A0-1410-0400-0000	VILLAGE CLERK EXPENSES	Annual	45,000.00	44,148.67	-851.33		To A0-1450-0400-0000
A0-1410-0400-0000	VILLAGE CLERK EXPENSES	Annual	44,148.67	43,398.67	-750.00		To A0-4220-0400-0000
	Period Total:		89,148.67	87,547.34	-1,601.33		
	Expense Total:		45,000.00	43,398.67	0.00		
	Revenue Total:		0.00	0.00	0.00		
	Expense Total:		45,000.00	43,398.67	0.00		
	DEPT 1410 - VILLAGE CLERK Net Amount:		45,000.00	43,398.67	-1,601.33		
DEPT 1420 - LAW/ATTORNEY							
EXPENSE							
Annual Budget							
A0-1420-0400-0001	CONTRACTUAL EXPENSE.V	Annual	0.00	4,950.00	4,950.00		From A0-1420-0401-0000
A0-1420-0401-0000	ASST. VILLAGE ATTORNEY"	Annual	10,000.00	5,050.00	-4,950.00		To A0-1420-0400-0001
	Period Total:		10,000.00	10,000.00	0.00		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
		Expense Total:	10,000.00	10,000.00	4,950.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	10,000.00	10,000.00	4,950.00		
	DEPT 1420 - LAW/ATTORNEY	Net Amount:	10,000.00	10,000.00	0.00		
DEPT 1450 - ELECTIONS EXPENSE Annual Budget A0-1450-0400-0000	ELECTION EXPENSES	Annual	1,000.00	1,851.33	851.33		From A0-1410-0400-0000
		Period Total:	1,000.00	1,851.33	851.33		
		Expense Total:	1,000.00	1,851.33	851.33		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	1,000.00	1,851.33	851.33		
	DEPT 1450 - ELECTIONS	Net Amount:	1,000.00	1,851.33	851.33		
DEPT 3120 - POLICE EXPENSE Annual Budget A0-3120-0409-0000	POLICE MISCELLANEOUS E	Annual	50,000.00	65,738.27	0.00		
		Period Total:	50,000.00	65,738.27	0.00		
		Expense Total:	50,000.00	65,738.27	0.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	50,000.00	65,738.27	0.00		
	DEPT 3120 - POLICE	Net Amount:	50,000.00	65,738.27	15,738.27		
DEPT 3410 - FIRE PROTECTION EXPENSE Annual Budget A0-3410-0111-0000	TEMPORARY HOUSEMEN S/	Annual	28,000.00	128,000.00	100,000.00		From A0-3410-0111-0001
A0-3410-0111-0001	FD PARAMEDICS PART TIME	Annual	300,000.00	200,000.00	-100,000.00		To A0-3410-0111-0000
A0-3410-0409-0000	FIRE DEPT MISC EXPENSES	Annual	150,000.00	139,601.91	-10,398.09	TO INCREASE INS LINE FOR PROPER FORECASTING	To A0-3410-0425-0000
A0-3410-0425-0000	FIRE DEPT INSURANCE	Annual	95,000.00	105,398.09	10,398.09	TO INCREASE INS LINE FOR PROPER FORECASTING	From A0-3410-0409-0000
		Period Total:	573,000.00	573,000.00	0.00		
		Expense Total:	573,000.00	573,000.00	110,398.09		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	573,000.00	573,000.00	110,398.09		
	DEPT 3410 - FIRE PROTECTION	Net Amount:	573,000.00	573,000.00	0.00		
DEPT 4220 - EXPENSE Annual Budget A0-4220-0400-0000	NARCOTICS ADDICTION - C	Annual	0.00	750.00	750.00		From A0-1410-0400-0000
		Period Total:	0.00	750.00	750.00		
		Expense Total:	0.00	750.00	750.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	0.00	750.00	750.00		
	DEPT 4220 -	Net Amount:	0.00	750.00	750.00		
DEPT 5110 - INFRASTRUCTURE EXPENSE Annual Budget A0-5110-0405-0000	SAND, GRAVEL & STONE	Annual	5,000.00	15,000.00	10,000.00		From A0-5110-0406-0000
A0-5110-0406-0000	PATCHING & PAVING SUPPL	Annual	40,000.00	30,000.00	-10,000.00		To A0-5110-0405-0000
A0-5110-0409-0000	HIGHWAY MISCELLANEOUS	Annual	45,093.00	39,020.00	-6,073.00		To A0-5110-0420-0000
A0-5110-0420-0000	HIGHWAY AUTO INSURANC	Annual	20,000.00	26,073.00	6,073.00		From A0-5110-0409-0000
		Period Total:	110,093.00	110,093.00	0.00		
		Expense Total:	110,093.00	110,093.00	16,073.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	110,093.00	110,093.00	16,073.00		
	DEPT 5110 - INFRASTRUCTURE	Net Amount:	110,093.00	110,093.00	0.00		
DEPT 7140 - RECREATION EXPENSE Annual Budget A0-7140-0409-0000	PARK MISCELLANEOUS EXI	Annual	25,000.00	24,946.00	-54.00		To A0-7140-0420-0000
A0-7140-0409-0000	PARK MISCELLANEOUS EXI	Annual	24,946.00	24,000.00	-946.00		To A0-7140-0409-0007
A0-7140-0409-0007	SCUDDER BEACH/PARKS	Annual	0.00	946.00	946.00		From A0-7140-0409-0000
A0-7140-0420-0000	PARKS AUTO INSURANCE	Annual	3,000.00	3,054.00	54.00		From A0-7140-0409-0000
		Period Total:	52,946.00	52,946.00	0.00		
		Expense Total:	28,000.00	28,000.00	1,000.00		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	28,000.00	28,000.00	1,000.00		
	DEPT 7140 - RECREATION	Net Amount:	28,000.00	28,000.00	0.00		
		Revenue Total:	10,000.00	25,738.27	0.00		
		Expense Total:	817,093.00	832,831.27	134,022.42		
	FUND A0 - GENERAL FUND	Net Amount:	807,093.00	807,093.00	0.00		
FUND H0 - CAPITAL FUND							
DEPT 1620 - BUILDINGS							
EXPENSE							
Annual Budget							
H0-1620-0200-0000	VILLAGE BLGS	Annual	225,000.00	92,525.80	-132,474.20		To H0-7140-0200-0001
		Period Total:	225,000.00	92,525.80	-132,474.20		
		Expense Total:	225,000.00	92,525.80	0.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	225,000.00	92,525.80	0.00		
	DEPT 1620 - BUILDINGS	Net Amount:	225,000.00	92,525.80	-132,474.20		
DEPT 7140 - RECREATION							
EXPENSE							
Annual Budget							
H0-7140-0200-0001	STEERS PARK RENOVATION	Annual	50,000.00	182,474.20	132,474.20		From H0-1620-0200-0000
		Period Total:	50,000.00	182,474.20	132,474.20		
		Expense Total:	50,000.00	182,474.20	132,474.20		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	50,000.00	182,474.20	132,474.20		
	DEPT 7140 - RECREATION	Net Amount:	50,000.00	182,474.20	132,474.20		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	275,000.00	275,000.00	132,474.20		
	FUND H0 - CAPITAL FUND	Net Amount:	275,000.00	275,000.00	0.00		



PHONE: 212-820-9300
FAX: 212-514-8425

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(212) 820-9662

May 12, 2023

Village of Northport, New York
(Our File No.: 0100/001098)

Hon. Donna Koch
Mayor
Village of Northport
224 Main Street
Northport, New York 11768

Dear Mayor Koch:

Pursuant to your request, we submit this letter providing for the terms of our engagement as bond counsel to the Village of Northport, New York (the "Village"). If you are in agreement, please sign or arrange for any other authorized officer of the Village to sign a copy of this letter in the space provided. We are available to answer any questions you may have concerning this letter, or any modifications you may wish to suggest. We are pleased to have the opportunity to serve the Village.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the Village of Northport, New York. We will be engaged hereunder to render legal advice to the Village as its bond counsel in connection with the issuance of the bonds or notes of the Village pursuant to the New York Local Finance Law and/or other applicable statutes and law (bonds and notes of the Village being referred to herein collectively as "Obligations"). Our primary responsibility as Bond Counsel to the Village will be to render an opinion (the "Opinion"), subject to the completion of proceedings to our satisfaction, regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, excludability of interest on the Obligations from gross income for federal and state income tax purposes.

A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render the Opinion. However, in the process of reaching the point at which we have prepared such a record, we expect to be called upon to perform a number of related functions, including the following:

- (a) Participation in discussions and conferences with representatives of the Village, regarding the Village's financing program and requirements;
- (b) Preparation of all financing authorization documents, including bond and note resolutions;

(c) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including federal arbitrage regulations and private activity restrictions and attending to all necessary Internal Revenue Service reporting requirements (but not including preparation of arbitrage rebate and similar reports, which would be billed separately, if requested);

(d) Participation in conferences and telephone conversations with representatives of the Village and the Village's financial advisor in scheduling and structuring each bond and note financing;

(e) Assistance in drafting and review of bond purchase agreements, if applicable, and other forms and underlying documentation relating to the financing;

(f) Review of certain sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Obligations; however, unless provided for and agreed to in a separate agreement, we will not act as disclosure counsel to the Village and therefore will not have general responsibility to assist in the preparation of the official statement or advise with respect to compliance with state and federal securities law, other than with respect to the execution and delivery of the appropriate agreement or undertaking regarding continuing disclosure;

(g) Preparation of continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(h) Consultation with the Village, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(i) Preparation, drafting and review of closing papers;

(j) Review of municipal bond insurance policies and related documents provided by the bond insurer, in the event a bond or note issue is insured;

(k) Delivery of securities to The Depository Trust Company in New York City to be held in escrow until the closing;

(l) Rendering of our final approving legal opinion with respect to each financing; and

(m) General communication with the Village throughout the course of each financial transaction and at other times.

Our Opinion will be addressed to the Village and will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing").

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the Village, any credit enhancer of or liquidity provider for the Obligations, and the purchasers or underwriters of the Obligations, the trustee for the Obligations, if any, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the Village and all other participants in the transaction with applicable laws relating to the Obligations. During the course of this engagement, we will rely on the Village to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that the Village will direct members of its staff and other employees to cooperate with us in this regard. In rendering our Opinion, we are entitled to expressly rely upon the Village's other counsel as to the issuance not: (i) constituting or creating a default in the performance of the Village's other outstanding contractual duties or obligations, (ii) being in contravention of any legislative and regulatory provision outside the scope of coverage of our Opinion, and (iii) being in non-compliance with any outstanding judicial or administrative order or decree. Our duties in this engagement are limited to those expressly set forth above.

Unless agreed to in advance by the Village as services to be provided on an hourly basis, as discussed in Exhibit A, our duties do not include, among other things:

- (i) Except as described in paragraphs (f) and (g) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (ii) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;
- (iii) Preparing blue sky or investment surveys with respect to the Obligations.
- (iv) Drafting state constitutional or legislative amendments;
- (v) Pursuing test cases or other litigation such as contested validation proceedings;
- (vi) Making an investigation or expressing any view as to the creditworthiness or financial strength of the Village or any other party or of the Obligations;
- (vii) Responding to inquiries, information requests, investigations or other communications from the Internal Revenue Service, or the SEC or

representing the Village in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; and

- (viii) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

It is expressly agreed that the Village shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the Village no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto.

In delivering our Opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Village.

It is also expressly agreed that (i) our client for purposes of this representation is the Village and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the Village or in which the Village has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* Either the Village or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Village's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the Village in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.* At the Village's request, its papers and property will be returned to it or delivered to successor counsel, as the Village may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the Village during the course of this engagement. Unless you subsequently engage us, after completion of this

engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.* Fees for our services in connection with this engagement shall be calculated as described in the attached Exhibit A. In addition to, and not in limitation of, any other rights, the Village may have a right to arbitrate fee disputes under applicable law, including Part 137 of Title 22 of the Codes, Rules and Regulations of the State of New York, to the extent applicable, a copy of which we will provide you upon request.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.* The firm from time to time has represented, currently represents, and may in the future represent, various underwriters or purchasers of municipal bonds in financings involving other issuers. The Village consents to the firm simultaneously representing such underwriters or purchasers and the Village. The Village acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, to the extent it has deemed it necessary, the Village has consulted with other independent counsel and it has exclusively relied upon such other counsel in deciding to consent.

7. *Attorney-Client Privilege.* In recent years, several courts have held that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The Village agrees that any communications between the lawyers and staff working on the Village of Northport matters and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

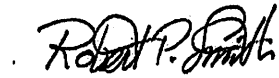
8. *Client Responsibilities.* The Village agrees to cooperate fully with us and to provide promptly all information known or available to the Village relevant to our representation. The Village also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the Village. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert P. Smith". The signature is written in a cursive, slightly slanted style.

Robert P. Smith

Agreed and Accepted:

VILLAGE OF NORTHPORT,
NEW YORK

By: _____

Title: _____

Date: _____

Exhibit A

Bonds

Our fee relating to a publicly sold serial bond issue would include a base charge of \$3,500 for the preparation of proceedings relating to the sale and issuance of the bonds. In addition, we would charge a bond issuance fee of:

\$1.25 per \$1,000 for the first \$4,000,000 financed

\$1.00 per \$1,000 for the next \$4,000,000 financed

\$.75 per \$1,000 thereafter.

Notes

Our fee for publicly sold note issues, including bond anticipation notes, tax anticipation notes, revenue anticipation notes, capital notes, budget notes and deficiency notes, whether original or renewal issues, or issues which combine new obligations with renewal obligations, would include a base charge of \$1,500, plus a fee of:

\$.75 per \$1,000 for the first \$4,000,000 financed

\$.60 per \$1,000 for the next \$4,000,000 financed

\$.50 per \$1,000 thereafter.

Bond Resolution Preparation Fees

Our fee for the preparation of bond resolutions, or amendment of bond resolutions, is \$750 per bond resolution. Such fee would generally be billed together with our fees for the initial serial bonds or bond anticipation notes issued pursuant to such bond resolution(s).

Disclosure Review

In the event that an Official Statement is prepared and circulated in connection with a particular issuance of bonds or notes, we would request to be compensated for any time spent reviewing such disclosure document. The expected range would be between \$1,250 and \$2,000, depending upon our level of involvement.

Hourly Fees

The scope of bond counsel services required in connection with a particular financing sometimes requires additional services. In such event, we would propose to charge a fee of \$275 per hour for attorney time spent on unusual matters, other than those expected to be encountered in the usual course of a bond or note issue. If circumstances dictate that a different rate (lower or higher) be used, we would discuss an alternate rate with the Village prior to commencing work.

If the Village should request specialized federal securities law or tax law services, including services relating to the preparation of arbitrage rebate reports or related work, or services relating to IRS or SEC audits or inquiries, we would propose charging for our services in accordance with our usual fee schedule for these specific services but we would discuss the specific fees with the Village prior to the commencement of any work.

With respect to the proposed financing for acquisition of real property to be used as a Village parking lot, we would expect that approximately 5 additional hours will be required for preparation and review of an Investor's Letter, calculation of legal debt service payments and follow-up discussions regarding same.

Incidental Expenses

In addition to the aforesaid fees, we generally bill for our out-of-pocket disbursements, including the following specific items: telephone tolls, postage, duplication of documents, postage, overnight delivery and word processing. The aggregate amount of disbursements is usually nominal, but not subject to precise statement in advance. We would agree to limit our out-of-pocket disbursements to a maximum of \$100 for bond issues and \$65 for note issues.

NEW YORK OFFICE
12 Roosevelt Avenue
Port Jefferson Station, NY 11776
631-331-8888



CONNECTICUT OFFICE
129 Samson Rock Drive, Suite A
Madison, CT 06443
203-421-2880, 203-421-2087

March 24, 2023

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of _____ (the "Effective Date") between the Village of Northport ("Village") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Village desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the Village in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders. The Village acknowledges and agrees that most tasks requested by the Village will not require all services provided for in the Work Orders and, as such, the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the services described in the Work Orders shall be promptly reflected in an amendment to this Agreement and such amendment may be agreed to either in writing or electronically by email.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
3. Agreement to Provide Information. The Village agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Village further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.

4. Compensation. Munistat shall receive a fee for any services rendered to the Village pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Village's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Village acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The Village further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Village hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Village as noted in Appendix C and such disclosures shall be incorporated by reference into this Agreement to the same extent as if set forth herein. In this regard, Village hereby authorizes the Village Treasurer to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Village.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.


VILLAGE OF NORTHPORT

By: _____

Name: _____

Title: _____

MUNISTAT SERVICES, INC.

By:  _____

Name: Noah Nadelson

Title: Chief Executive Officer

APPENDIX A

SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The Village acknowledges and agrees that most tasks requested by the Village will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

Bond Financings:

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.

Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.

- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Village’s rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller’s office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).

- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

Note Financings:

- Meet with appropriate Village Officials to discuss plan of finance and establish the timeline.
- We will assist the Village with the preparation of the Official Statement, based on information provided by the Village and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on “Ipreo”, a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Village, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds), and distribute copies of such schedules to the issuer.

Lease Financings:

- If appropriate, we assist the Village in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

Continuing Disclosure:

- In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Village in connection with the sale of certain bonds and delivered at the closing for such bonds, the Village may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System (“EMMA”) according to the Agreement. When necessary, we are available to help the Village to ensure compliance with its Continuing Disclosure Undertakings.

APPENDIX B

FEES AND EXPENSES

The fees for our services for capital project financings will *not exceed* the following: Serial Bonds - \$8,500 for each bond issue with an Official Statement and \$1.00 per \$1,000 thereafter, prior to the reduction of premium; Bond Anticipation Notes – Base fee of \$4,000 for each note with an Official Statement and \$0.65 per \$1,000 thereafter; Lease financings - \$6,500 and \$0.35 per \$1,000 thereafter. The fee for general consulting services will be \$225 per hour with the terms of the service agreed upon prior to the engagement.

If, and when applicable, the fee for preparation and filing of the Statement of Annual Financial and Operating Information in accordance with SEC Rule 15c2-12, and the Village's Continuing Disclosure Undertaking will be \$2,200. There is no charge for the filing of material event notices.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction. It should be noted that these fees represent a “not to exceed” amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fee for our services includes all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Village by the respective parties.

Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

FIXED FEE

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

CONTINGENT COMPENSATION

The fees to be paid by the Village to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings or to recommend a larger transaction to the Village. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Village ahead of its own.

OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Village in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

By and Between

THE VILLAGE OF NORTHPORT VILLAGE BOARD OF TRUSTEES

and

NELSON, POPE & VOORHIS, LLC

THIS AGREEMENT, entered into as of May __, 2023, by and between the VILLAGE OF NORTHPORT VILLAGE BOARD OF TRUSTEES ("Village Board"), and NELSON, POPE & VOORHIS, LLC, with offices at 70 Maxess Road, Melville, NY, 11747, herein after referred to as "NPV" or the "Consultant."

WHEREAS, the Village Board finds it necessary to obtain assistance to prepare various planning, zoning and environmental studies on behalf of the Village; and

WHEREAS, the Village Board finds that it is necessary to retain a professional environmental and planning services firm is necessary to assist it in the preparation of such studies; and

WHEREAS, the Village wishes to retain the Consultant to provide these services.

NOW, THEREFORE BE IT RESOLVED, that the parties hereto do mutually agree as follows:

- A. Employment as Consultant. The Village Board hereby retains the Consultant as an independent contractor and the Consultant agrees to perform professional services as set forth herein.
- B. Scope of Services. The Consultant shall be responsible for providing the following services, as requested:
 - 1. Prepare studies, reports and memoranda regarding land use, planning and environmental matters, recommend and draft zoning amendments, create a new comprehensive plan, prepare a Local Waterfront Revitalization Program (LWRP), at the request of the Village Board.
 - 2. Review and prepare State Environmental Quality Review Act (SEQRA) documents in support of zoning and planning actions.
 - 3. Attend Village Board, Zoning Committee and other meetings and be reasonably accessible via telephone and e-mail outside of meetings, at the request of the Village Board and designated Village officials.

C. Time of Performance

1. The services of the Consultant are to commence upon the date of execution of this agreement, which shall be effective to December 31, 2023. The Village Board, at its option, may renew this agreement for an additional two (2) years thereafter at the same terms and conditions.
2. The Consultant shall provide services in connection with the above at the specific request of the Mayor, Assistant to the Mayor, or other designated representative of the Village Board.
3. It is agreed that Ms. Kathy Eiseman, AICP, Ms. Bonnie Franson, AICP CEP, and Ms. Taylor Garner, AICP, shall be primarily responsible for overseeing and managing studies, reports and other deliverables, and to represent NPV before the village's boards and committees. It is understood that Ms. Franson will be the primary NELSON, POPE & VOORHIS, LLC partner overseeing these professional services. As needed, other professionals and outside consultants shall be brought to the team to perform specific assignments, at the request and approval of the Village Board.
4. The Village Board has the right to terminate this agreement at any time with or without cause. Under no circumstances shall this be deemed an employment contract for any defined period of time.

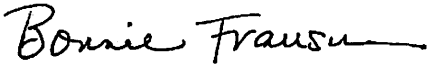
4. Compensation and Method of Payment

- A. The attached Schedule includes the hourly rates specific to the Services set forth herein.
- B. Typical out-of-pocket expenses are billed with no additional markup. NPV does not charge for mileage back and forth to a meeting.
- C. For special planning projects, e.g., comprehensive plan preparation, major zoning amendments, and similar projects, a separate project-specific budget may be prepared and approved by the Village to cover the cost of the services and shall be deemed to be addenda to this Agreement.
- E. Payment of the Consultant's services shall be made upon receipt by the Village of an invoice, together with a Village voucher, which shall be submitted on a monthly basis unless otherwise set forth for a specific project budget. Invoices shall specify the amount of time expended, and a description of the task(s) performed as per the Village's prior authorization, entitling the Consultant to receive the amount requested under the terms of the agreement.

IN WITNESS WHEREOF, the Village Board hereby authorizes the Mayor to execute this agreement through signature below.

By: _____
Donna Koch, Mayor
VILLAGE OF NORTHPORT, NEW YORK
On behalf of the Village of Northport Village Board of Trustees

Date

By: 

Bonnie Franson, AICP CEP
NELSON, POPE & VOORHIS, LLC
Partner

May 16, 2023

Date

2023 Hourly Rate Schedule

**2023 HOURLY RATE SCHEDULE – VILLAGE OF NORTHPORT
NELSON, POPE & VOORHIS, LLC**

Time Rates* Fee Schedule for items previously listed as time rates and other services that may be required but are not included in this proposal:

Principal	\$240.00
NPV Senior Partner	\$230.00
Senior Partner	\$225.00
Partner/Division Manager	\$225.00
Partner/Principal Planner	\$225.00
Senior Associate NPV	\$210.00
Senior Associate	\$200.00
Transportation Planner	\$210.00
Principal Planner	\$185.00
Principal Environmental Planner	\$185.00
Project Manager	\$185.00
Project Manager/Sr. Environmental Planner	\$185.00
Project Manager/Sr. Environmental Scientist	\$185.00
Project Manager/Hydrogeologist	\$180.00
Senior Environmental Scientist	\$175.00
Senior Environmental Planner	\$175.00
Senior Environmental Planner II	\$150.00
Senior Environmental Planner III	\$140.00
Senior Landscape Ecologist	\$170.00
Senior Planner	\$165.00
Assistant Project Manager	\$160.00
Project Engineer	\$165.00
Engineer	\$150.00
Director of Grants Management Services	\$160.00
Economic Analyst/Planner	\$150.00
Environmental Planner	\$150.00
Environmental Planner II	\$135.00
Environmental Planner III	\$125.00
Environmental Engineer	\$135.00
Planner	\$125.00
Environmental Analyst	\$125.00
Environmental Analyst II	\$ 95.00
Planning Analyst	\$105.00
Landscape Ecologist	\$135.00
Assistant Landscape Ecologist	\$110.00
Assistant Landscape Ecologist II	\$100.00
Environmental Scientist	\$100.00
Environmental Scientist II	\$105.00
Environmental Scientist/Geologist	\$100.00
Environmental Technician	\$ 95.00
Field Technician	\$ 90.00
Project Coordinator	\$100.00
Junior Landscape Ecologist	\$ 80.00
Planning Technician	\$ 70.00

* **Time Rates** is defined as the time expended by employee to perform a given task as multiplied by the hourly billing rate assigned to such employee as stated in the Hourly Rate Schedule.

Addendum to Agreement

ADDENDUM TO AGREEMENT FOR PROFESSIONAL PLANNING AND ENVIRONMENTAL SERVICES

2023-1: COMPREHENSIVE PLAN SERVICES

The Village of Northport has applied for and obtained a grant to prepare a Comprehensive Plan for the Village of Northport. This Scope of Services outlines the tasks which will be conducted to prepare the Comprehensive Plan. The anticipated completion time is 18-24 months.

The goal of the plan is to ensure that the Village grows in a sustainable fashion that is protective of the sensitive environmental features - the Village fronts on Northport Harbor – a tributary to the Long Island Sound, an estuary of national significance.

The Village will approach the comprehensive planning process in a manner which ensures full participation by the residents and stakeholders of the community. A committee will be appointed to oversee the comprehensive planning process that would be made up of board members, village staff, and members of the public.

The public engagement process will consist of a number of techniques including a public workshop, a community survey, and focused interviews with various stakeholders not represented on the comprehensive plan committee. The Village recognizes that New York State Village Law requires that when a comprehensive plan has been adopted by a municipality, the zoning regulations must be in accordance with that plan and the Village is committed to following up with zoning amendments as needed following adoption of the Comprehensive Plan.

It is intended that the Village of Northport Comprehensive Plan be a fluid document that can be adapted as conditions change. The Comprehensive Plan will consider:

- housing diversity and neighborhood preservation.
- economically and environmentally viable development with a focus on specific revitalization areas – particularly downtown.
- development potential of underutilized or underdeveloped properties.
- parking utilization, traffic congestion and congestion and parking management strategies.
- safety and healthy community with a focus on all forms of mobility and traffic reduction.
- natural, recreational and historic assets of the Village.
- existing Village facilities, infrastructure and services to adequately provide for the current and projected future population of the Village.
- sustainable practices, supported by green building practice and sustainable land use principles, with attention to future climate factors and implications.
- efficient use of utility infrastructure.
- social interaction and community pride.

- A list of action items, project and programs. This list will suggest time frames for implementation, potential costs, possible funding sources, and responsible agencies.
- a recommendation that the Plan be reviewed and revised or updated, as appropriate.

There are essentially five (5) phases to the planning process:

1) “Where Are We Now?”

This first phase is a data gathering phase of existing conditions in the Village of Northport. We will review existing documents, meet with various agencies and staff, provide written narrative and analyses, and map existing conditions to provide a snapshot of the Village as it exists today. The baseline data are also used as the Existing Conditions section for the GEIS which will be prepared for this assignment.

2) “Where Are We Going?”

This second phase of the process involves presenting the baseline data to the public and stakeholders, and then obtaining their input as to how the collective community wants the Village to evolve. A SWOT analysis is conducted in this phase where the community assesses the strengths, weaknesses, opportunities and threats to the Village community. It will begin to define issues which need to be addressed. The public will later be engaged again through workshop exercises and public surveys to use the baseline data and SWOT analysis to begin to define a vision for the Village’s future and to test specific strategies.

3) “Where Do We Want to Be?”

This third phase is the visioning process. As part of this phase, NPV will develop a vision or visions for the community based on community input, supported by goals and objectives and a conceptual land use plan. The goals and objectives of the Comprehensive Plan or Comprehensive Plan amendments are intended to guide the Village in achieving its vision, and to address issues presently confronting it. “Goals” are value statements that describe the aspirations of the community, and “objectives” are methods by which to achieve the goals. A second workshop will be held to determine – “Did We Get It Right?” –to adjust the vision, goals and objectives, and conceptual land use plan, based on community input.

4) “How Do We Get There?”

As part of this fourth phase of the process, the complete Comprehensive Plan or Comprehensive Plan amendments document will be prepared. The Plan will be the subject of a public hearing process, as well as referrals to the Village boards for their input. The document will include:

- An Introduction to the Plan, and the process involved in developing it.
- A Vision Statement, discussion of Issues to be Addressed, Goals and Objectives, and a Conceptual Land Use Plan.
- Sustainable Framework, which will detail the Environmental, Community Character, Infrastructure Framework within which decisions will be made to ensure a sustainable

future.

- The Baseline Inventory, which is the background of existing conditions in Northport; and
- An implementation Matrix, with a list of measures required to achieve the Vision for Northport.

5) **“How Do We Make It Official?”**

the last phase involves adoption of the Comprehensive Plan and its review in accordance with the regulations implementing the New York State Environmental Quality Review Act (SEQRA) prior to adoption.

PROJECT SCOPE OF WORK

A. KICKOFF MEETING AND BACKGROUND RESEARCH

As a starting point, a kickoff meeting with Village officials will be held to formalize the project schedule and discuss the scope of the project and deliverables. Prior to that meeting, NPV would review and become familiar with other relevant planning documents and the existing Village of Northport Code as background for this first meeting and discussion. If a committee is formed, we would also meet with the committee.



DELIVERABLES

- ✓ Kickoff Meeting
- ✓ Detailed Project Schedule

B. PUBLIC PARTICIPATION

As part of any Comprehensive Plan process, a community engagement plan is essential. The Community Engagement Plan will define key stakeholders and delineate an approach to communicating with the public and interested parties frequently and consistently, using various techniques, including:

- Development and distribution of materials
- Diverse communication mechanisms for notification of participation opportunities

The engagement plan will be based on the information explored during the project kick-off meeting and other preliminary input with the Village. The Plan will specify an approach and techniques for reaching stakeholders and the public with timely, accurate project information. The approach will also identify general strategies related to project goals and to the communication channels— enabling engagement with hard-to-reach residents (such as senior citizens). NPV will work with the Village to identify any special populations at the beginning of the process.

The Plan will also include a detailed community engagement timeline, with activities and dissemination of information coordinated around a calendar of activities. The Plan will specify the process, development, and coordination of:

- Public workshops
- Meeting materials
- Focus groups or stakeholder interviews
- Social media strategy
- Web presence
- Online surveys
- Information booths or information centers at local events

It is anticipated that this process will require two public meetings. The first would involve presenting the baseline data to the public and stakeholders, and then obtaining their input as to how the collective community wants the Village to evolve. A public hearing will then be held on the draft Plan document.



DELIVERABLE

- ✓ **Community Engagement Plan**

C. BASELINE INVENTORY AND BUILD OUT ANALYSIS

The baseline inventory of existing conditions in any comprehensive planning document is intended to answer the question – “Where are We Now?”. It provides the background information necessary for Village’s residents and stakeholders to develop and evaluate recommendations for creating a sustainable community.

As part of this effort, NPV would inventory the data set forth below.

Past Studies

In order to assess what plans or recommendations are still relevant today or what work has already been undertaken, an assessment of recent past studies will be reviewed. NPV would review these past studies and identify with the input of the Village, which components are still relevant and which studies should be incorporated into the new Comprehensive Plan. We will specifically focus on particular focus areas which include downtown Main Street area, the waterfront, and Route 25A/Fort Salonga Road.

Demographics

In order to properly plan for the Northport community, it is necessary to have an understanding of the characteristics of its current residents in order to plan appropriately for their needs, e.g., demand for community facilities and services. Key demographic data and trends will be

evaluated, including population size, age segments, household, family and per capita income, population density, household occupations, average and median household income, and median age. Population estimates will be obtained from the U.S. Census Bureau. We will also determine whether providing the census data by census tract will provide meaningful data on population trends by neighborhood within the Village.

Land Use and Zoning

Using GIS data and tax records available from the Village and Suffolk County, we will prepare a map of existing land uses and will quantitatively describe and measure the number of parcels and acreage within each land use category. The following categories would be mapped: open space and recreation; vacant land; residential uses (broken out by type, e.g., single family, two-family, etc.); education, cultural and health facilities; community facilities; retail and commercial; warehouse, distribution, and industrial; transportation and utilities, water supply properties, and other relevant land uses. NPV will also map lands which are in private and public ownership, and will identify large landholdings which, if developed, could have significant implications for the future vision for the Village.

We will describe the Village's existing zoning in terms of districts, allowable uses, and bulk regulations, and will overlay the Village zoning map on the existing land use pattern to determine the extent to which the existing land uses conform to the existing zoning regulations. We will consider the implications that the existing bulk regulations have on building patterns and community character.

Housing

Housing trends within Northport will be described. Using the land use inventory and U.S. Census data, the comprehensive plan will consider housing market trends, median sales data available from the association of realtors, and will consider the extent of housing affordability within the Village. The Plan will document housing trends and construction by obtaining data on yearly certificates of occupancy, to the extent the data are available.

Economic Trends

This section will identify current businesses and market conditions, including market potential and retail trade conditions. This will provide a basis of the Village's current strengths and weaknesses in terms of commercial businesses. In addition, this section will identify primary areas of employment, employees, and locations of employment.

Environmental and Open Space Resources

The inventory of environmental resources will include an identification of topography and steep slopes, surface water resources, groundwater resources, and ecological habitat, including wetlands. For wetlands and streams, water quality classifications will be provided and mapped. This section will describe any of the Village's existing regulations that presently are intended to protect the Village's environment.

In addition, this section will also assess current park and recreational opportunities as well as open space. During preparation of this section, NPV will consult with the Village to discuss what issues and opportunities may be confronting the Village. This will include an inventory of current parks and programs as well as additional park upgrades, needs, and opportunities.

Transportation Patterns and Parking Utilization Study

Transportation will be evaluated in accordance with Complete Street objectives. The Complete Streets regulations are intended to achieve a cleaner, greener transportation system and to consider the needs of all users including pedestrian, bicyclists, motorists, users of public transportation, and citizens of all ages and disabilities. The legislation is intended to provide health benefits from increasing active forms of transportation while decreasing congestion and air pollution. This section will include data available from the U.S. Census Bureau on commuting patterns in the Village, i.e., the means of transportation to work, and the travel time to work. Roads will be described according to their NYSDOT Functional Classification, which groups roads according to the level and character of service they provide, and applicable jurisdiction. NYSDOT traffic volumes will be shown graphically to obtain a sense of the roads with the highest vehicular trips. Vehicle crash data will be obtained if available to identify intersections and/or roadway segments which may pose safety issues. Mass transit availability will be described (bus system). Pedestrian and bicycle circulation will be described.

In addition, an analysis of Main Street parking will be incorporated into this section. The study will focus on parking inventory, utilization and duration on all municipal parking areas on and in the vicinity of Main Street. The study would include the following:

- Review of the Village Uniform Code of Traffic Ordinances to determine the parking restrictions and regulations that apply to the on street and off-street parking facilities included in this area.
- Conduct a physical inventory of the on-street and municipal parking areas to verify the number of spaces available, posted restrictions and regulations, pedestrian and vehicular access routes, circulation patterns, guidance and directional signing to and from the facilities.
- Observations for parking demand and capacity.

The parking observations will provide a snapshot assessment of parking utilization of municipal lots and on-street parking to supplement qualitative input from the Village and public. The information will serve as a basis for considering parking alternatives to address parking availability, parking efficiency and operational issues.

The Plan will ultimately identify potential options to improve and introduce systems that promote pedestrian and bicycle use, and better utilization of parking, and parking management techniques especially within the denser and more walkable downtown and waterfront areas.

Community Facilities and Services

Village of Northport residents, businesses, and landowners are well served by a comprehensive system of facilities and services, provided by governmental employees and volunteers, which collectively add and relate to the quality of life in the Village. A community always strives to ensure that its population is served adequately by programs and facilities which are considered to be basic necessities or essential services, including police and fire protection and emergency services. A purpose of this Plan is to solicit input into those services which residents and businesses believe are important to maintain the quality of life they sought when they decided to locate to the Village of Northport, including local, county and governmental operations, schools, libraries, police and fire protection. To that end, NPV will inventory current services.

Utilities

The ability to accommodate development, and the density and intensity of same, depends in part on whether centralized wastewater treatment and water supply systems are available, or can be extended into an area. The availability, capacity, and details of water supply, sewer service, and stormwater facilities will be described.

Historic and Scenic Resources

Historic and scenic resources establish a community's unique character. As part of this effort, NPV will inventory the scenic and historic resources that have been mapped and are available from various individuals and repositories, including the Northport Historical Society and the Village Board of Architectural and Historic Review and other historical groups as directed by the Village. The inventory will include a list of National Register listed and eligible sites which are shown in the NYS CRIS database. Archaeologically sensitive areas will also be mapped. For scenic resources, NPV will map important viewsheds, scenic roads and other features that contribute to the Village's aesthetic character. The selection of these resources will be done with input of the public during the public participation process. During preparation of this section, NPV will consult with the Village to discuss what issues and opportunities may be confronting the Village with its Historic resources and regulatory needs.

Buildout Analysis

During this phase and using the existing zoning and baseline conditions as background, a buildout analysis of the Village will be conducted. The assumptions for the buildout analysis will be vetted with the Village. The results will be presented to the public.

FIRST WORKSHOP

A public workshop will be held where the baseline inventory results will be presented, and a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis conducted. The public will be invited to provide its input in the findings and analyses. In addition, we will use this meeting to revisit existing recommendations from any previous plans, policies and any other ongoing projects that will impact this planning effort. This workshop will help provide an overview of

how the desires and concerns of the community have evolved since prior planning efforts and will help to formulate an initial vision for the Village.

- A public online survey will be administered to obtain additional input into the SWOT analysis and being to develop a vision for Northport. We have conducted the surveys successfully using survey monkey, and NPV will work with the Village to identify the critical questions that should be posed to the Village’s citizens.
- The results will be compiled into a summary report documenting the findings.



DELIVERABLES

- ✓ **Baseline Conditions Report**
- ✓ **Existing Conditions Maps**
- ✓ **Buildout Analysis**
- ✓ **First Workshop**
- ✓ **Public Survey**

D. THE VISION, GOALS AND OBJECTIVES FOR NORTHPORT

Community visioning is the process of developing consensus about what future the community wants, and then determining what is necessary to achieve it. A vision statement will capture what community members most value about the Village of Northport - the shared image of what they want their community to become. It inspires everyone to work together to achieve the vision. The vision statement gives the Village’s boards, agencies, and organizations the long-term, comprehensive perspective and direction necessary to make rational and disciplined decisions on community issues as they arise and Boards in reviewing a plan or proposal will ask – is it consistent with the Vision? The vision statement will be crafted through a collaborative process that involves the participation of community residents, stakeholders, elected officials and appointed board members. From the results of the baseline inventory and buildout analysis and the development of the community vision, goals for the Village’s future will be identified that will form the foundation of the plan, its recommendations and implementation.

SECOND WORKSHOP

The second workshop will be organized to first undertake a visioning process and then based on the visioning, take a deep dive into initial proposals and recommendations. The workshop will be held to solicit maximum input and will be organized to obtain input from various areas of the Village. At the second workshop, NPV will present a preliminary

Overdevelopment
Preservation
Zoning
Growth
Open Space
Multi Family
Community
Population
Housing
Development
Overpopulation
Rural Character
Stop
Property Taxes
Traffic
Corruption
Beaut,
Accessory Apartments
Code

vision, and draft goals, objectives, proposed land uses, and projects based off the first workshop.

The vision will be captured in images, in word clouds (such as the sample provided here), charts, graphics, and other devices which best communicate the vision to the community.

NPV will provide the Village with draft goals, objectives, and proposed projects.



DELIVERABLES

- ✓ **Second Workshop**
- ✓ **Vision Statement**
- ✓ **Draft goals, objectives, proposed land uses, and projects**

E. DRAFT COMPREHENSIVE PLAN OR AMENDMENTS

This phase involves preparation of the Comprehensive Plan. NPV will work with the Village to develop the Plan and hold the requisite public meeting to solicit public comment on the document. Comprehensive planning is a process of formulating a vision and developing a strategy to achieve that vision. Documents derive their own distinct format based on the preference of the individuals involved in creating the document and the issues that are most pressing in the community. The following is a suggested format for the Plan document:

- **Introduction and Context, and the process for the Plan's development.** It would include a discussion of the historical evolution of the community, and how that evolution affects current land use patterns today.
- **The Baseline Conditions.** Summary of the analyses.
- **Vision, Goals and Objectives.** A series of goals will be established, and preliminary objectives identified that will establish the basis for the Conceptual Land Use Plan as well as the other elements that comprise the Comprehensive Plan (infrastructure, roads, parks and open space, schools, housing). NPV will prepare a draft to discuss with the committee.
- **Conceptual Land Use Plan.** The Conceptual Land Use Plan is the central element of the Plan. It establishes the desired land use pattern for the Village. The Land Use Plan would include a description of the land uses recommended within the various geographic areas of the Village and would discuss recommended densities/intensities of residential and nonresidential land uses.
- **Sustainable Community Framework.** A Sustainable Framework will be outlined to describe the policies related to land use, housing, environmental resources, open space and recreation, infrastructure (water, sewer, roads), community facilities and services, sustainable practices, including green building practices and guidance principles, traffic, parking, multi-modal transportation and historic and scenic protection that support the Vision Statement and the Land Use Plan.

- **Implementation Matrix.** The Implementation Matrix will describe the projects, policies, regulatory changes, and other measures necessary to effectuate the plan. Implementation measures that may be described include the basis for recommended rezoning, zoning code amendments, the creation of overlay districts, the implementation or revision of design review procedures, subdivision review, conservation easements, and a host of other techniques by which the Plan would be implemented. This section of the Plan will also document the federal, state, county and other funding sources that may be available to assist the Village in its implementation of the Plan. In addition, NPV will help create an implementation strategy so that the Village will have a framework for the implementation of the Plan including short, medium, and long-term action items and the development of periodic check-ins on the advancement of the recommendations. This will include approximate timeframes and general range of costs, and responsible persons/organizations.

NPV will prepare a working draft of the Comprehensive Plan for consideration by the Village. Up to one revision of the draft is anticipated in this Technical Approach.



DELIVERABLES

- ✓ **Draft Comprehensive Plan**

F. SEQRA AND ADOPTION OF THE COMPREHENSIVE PLAN

Section 617.12 of the regulations implementing the New York State Environmental Quality Review Act (SEQRA) designates the adoption of a comprehensive plan, and changes in the allowable uses within any zoning district, affecting 25 or more acres of the district, as Type I actions which requires, at a minimum, preparation of a full environmental assessment form. Since this is the adoption of a municipal comprehensive plan, the Village Board will be the lead agency for the SEQRA review. This Technical Approach includes preparation of an expanded Environmental Assessment Form in order to fulfill the requirements of SEQRA. The following will occur to complete the planning and zoning process:

- **Village Board Hearing.** The Village Board will hold one (1) public hearing to solicit comment.
- **Village Board Meetings.** Up to two (2) meetings with the Village Board will be held to review the draft Comprehensive Plan and revise the document, as necessary, based on public input. A final draft will be prepared.
- **Final Comprehensive Plan.** A final draft of the Comprehensive Plan will be prepared. Five (5) hard copies of the adopted, final document will be submitted and electronic copies made available for posting on the Village website.



DELIVERABLES

- ✓ **All required SEQR documents**
- ✓ **Public Hearing on the Draft Plan**
- ✓ **Final Comprehensive Plan**

BUDGET

As per the grant being awarded to the Village by the NYSDOS, the budget for this assignment as set forth in this scope is for a fee not to exceed \$90,000. It is our understanding that the assignment is to include participation by a Minority Business Enterprise (MBE) and Women Business Enterprise (WBE), in the amount of 30% of the overall budget, which would amount to \$27,000. NPV has engaged various MBE and WBE subconsultants as part of comprehensive planning and other assignments. This Scope of Services will be finalized in consultation with the Village, to ensure that the appropriate subconsultants are engaged, based on the areas of analysis the Village would like to focus on, e.g., downtown environs, shoreline evaluations, etc.

ADDENDUM TO AGREEMENT FOR PROFESSIONAL PLANNING AND ENVIRONMENTAL SERVICES

2023-2: GREEN INFRASTRUCTURE WORK PLAN / TECHNICAL SERVICES

Project Understanding

Nelson Pope Voorhis, LLC (NPV) in collaboration with Nelson + Pope (NP), recognize the need to abate non-point sources of pollution, reduce uncontrolled stormwater runoff, and improve water quality within four sub-watersheds within the Village of Northport. The NPV/NP team have previously conducted water quality assessments for Northport Harbor and grants have been obtained to design and install green infrastructure within the Village in order to improve the water quality of Northport Harbor.

The plans for the four (4) recommended stormwater improvement projects will include bio-infiltration, bio-retention, bio-swales, or other green infrastructure measures in conjunction with standard stormwater practices to elevate stormwater volumes as well. The designs will be created to be practicable functioning system that treat water quality, and will be designed to be compatible with the natural environment and aesthetics of the neighborhood. Each project will consider the existing use of the site, the valuable and unique resource that the site provides. Each project location is subject to a wide variety of usage from the local and surrounding community. Therefore, the design must reflect the variety of uses as well as the environmental and cultural attributes of the site.

NPV is uniquely qualified in rain garden design, having designed and constructed over 1,000 bio-retention and bio-infiltration basins across Long Island and the United States. NPV's Landscape Ecologist, Rusty Schmidt, is a nationally known rainwater garden specialist who has created designs for habitat restorations, rain gardens, bio-infiltration swales, bio-retention basins and stormwater ponds for a wide range of applications including large commercial properties to small residential backyards. Prior to relocating to Long Island from Minnesota, Mr. Schmidt worked for the Washington Conservation District designing and building 100 to 150 projects per year that were dedicated to improving water quality, habitat restoration and pollinator habitat. NPV designs using the latest technologies and concepts to meet both stormwater quality and quantity design goals, while achieving low maintenance objectives. Additionally, projects are designed to be multifunctional, providing water quality, habitat, education, and sustainability benefits.

NPV/NP will perform all work as outlined in the Summary Statement of Work, and that scope is hereby incorporated by reference. Our services will begin with surveying and site assessment to obtain the necessary inputs to design the system, including a subwatershed, soil and infiltration assessment, groundwater detection and utilities conflict assessment. The Design Phase will include all Engineering and Permitting to prepare a set of Construction Documents and obtain the necessary permits to be ready for a “shovel ready” project to go to bid. Designs will consider size of storms able to be attenuated, structures and pretreatment devices, final grading, planting plan and educational signage. A monitoring plan for a minimum of one (1) year prior to construction and two (2) years post-construction will be implemented to assure the design is successful and effective. Members of the team will be available to attend up to two (2) meetings with Village of Northport staff and members of the public the Village may wish to participate in the design and implementation of the four (4) projects. The following are the tasks to be undertaken.

Technical Approach

SURVEYING

The Team will prepare existing conditions / base plans for design.

- **Gather Information (Existing Conditions Survey):**

The Team will utilize LiDAR survey from GIS to get initial grading and supplement with a GPS high accuracy survey data for base mapping. Supplemental data will include all hardscape edges of curb, edge of road, utility survey, drainage structures including RIM elevations, and catch basins or manholes and survey will be completed with high accuracy survey data beyond the roadway pavement to 25 feet beyond on both sides of the road.

Based on the survey data, base mapping will be prepared in AutoCAD format in accordance with the Village of Northport standard plan and preparation criteria. The base map shall be prepared at an appropriate scale and shall include all existing planimetric information including but not limited to: edge of pavement; curbs; sidewalks; driveways; fences; guide rail; brush/wood lines; individual trees if within the project area; drainage structures; utility poles; valves; manholes; and any other surface utility indications; underground and overhead utilities as observed in the field from utility mark-outs or from record drawings; and pavement markings.

- **Soil and Infiltration Testing:**

The Team will conduct hand auger soil testing and infiltration testing. Testing will include soil classification and compaction depth and infiltration rate of in-situ soils. Testing will occur in multiple locations across the project site to understand the below ground conditions as much as possible. If shallow groundwater is observed, ground water flow will be measured to understand if an infiltration practice is practicable or if other green infrastructure design is necessary to produce water quality objectives.

MEETINGS & PUBLIC INPUT

The Team recognizes the importance of outreach and consensus building in the design process and will attend up to two (2) meetings with Village of Northport staff and members of the public that the Village may wish to invite, such as representatives of the neighborhoods within which the systems are to be constructed. The first meeting will be to scope out all of the potential project conditions and design criteria. At 50% design completion phase, a second meeting will be held to review plans, discuss the removal of and revegetation of the project area, staging and sequencing, and planning for installation of optional components such as new benches, walkways, and signage. A final plan will also be discussed to conduct public education and outreach, and potential partnerships to facilitate project implementation and maintenance.

DESIGN

This phase will consider input received from the Village and the public and identify desired elements for inclusion in the four (4) plans. Various aspects for consideration in the design are described below:

- **Stormwater Design:**

The bioretention basins are proposed along the rights-of-way of Valley Avenue and Laurel Avenue, bioretention basins at Northport Park, and on the paper street behind the Presbyterian Church. The goals for the projects will be to maximize pollutant removal from impervious surface runoff and to capture the required volume of water directed towards the green infrastructure basin. The design will consider the minimum water quality volume (1.5" rain event) to be captured. However, where practicable, the size will be increased to capture larger storm events. Other green innovative practices will be evaluated for each location. Pretreatment, healthy soils and a robust vegetation layer will be

required to maximize pollutant attenuation and removal. The plants used in the projects will all be native species appropriate to the site location.

Designs will include engineered drawings and plans to be completed as "Shovel Ready". A planting plan, pretreatment and structural design elements will be specified. A suggested educational sign can be included in the final design.

The Engineering Design will begin with an investigation of the existing conditions of the project sites. The condition of the existing vegetation and pavements will be evaluated.

An evaluation will be made of the conceptual project and the stormwater load that is required to determine if the project will be able to mitigate all of the current stormwater conditions or if additional or adjustments to the concept plan is required to accommodate both current and potential new stormwater directed towards it. Pretreatment of stormwater will be evaluated to determine if the integrity of the practice can be maintained with the expected sediment and pollutant load.

Depth of the practices will be determined by groundwater level, soil infiltration ability, and volume required for the stormwater predicted to be captured on site. Study will be given to the need of underground drain tile as well as if an outlet for that drain tile is available.

To promote minimal maintenance, the practices will require pretreatment for the stormwater entering, intensive new plantings to prevent weeds from establishing, and monitoring and maintenance plans developed for a minimum of the first three years. Operation and management will be considered to protect the longevity of the entire site.

The will prepare plans and technical specifications in accordance with the Village Code, and in compliance with the regulatory requirements of any permits (noted below).

- **Maintenance Design:**

A maintenance plan will be developed for each project. The specifics on whom will conduct the maintenance will be considered. The maintenance entity will need to be educated on the timing and tasks for maintenance as well as likely

time commitment involved. The implications of not maintaining the projects will be conveyed to the Village.

- **Educational Information:**

Signage can be placed at each project to identify the native plants used in the project, the value of using native plants, including such aspects as providing habitat for wildlife, the role of native plants in the ecosystem, and what assistance rain gardens provide in water quality improvements. The signage can also provide an understanding of the goal of the project, the benefits provided to Northport Harbor, and how can local citizens can participate.

PERMITTING

Permitting for the proposed stormwater remediation and various site enhancements are not anticipated. However, the need for permits will be considered based on the final location of the project. The proposed projects are on Village-owned land, not within a wetland boundary, and may only require Village permits.

PROJECT BUDGET:

NVP previously completed feasibility studies associated with grant awards for WQPRP (\$250K) and WQIP (\$654,577K). The budget below is based on the support engineering and design required for the construction phase. As per the feasibility study that examined the four projects at Waterfront Park, Laurel Avenue, Presbyterian Church, and Valley Avenue, **the not to exceed fee for this assignment is a total of \$72,000, as follows:**

Waterfront Park	\$27,000
Laurel Avenue	\$15,000
Presbyterian Church	\$14,000
<u>Valley Avenue</u>	<u>\$16,000</u>
Total Budget	\$72,000

RE: Revised NPV Professional Service Agreement

Edward Gathman <egathman@gathbenlaw.com>

Wed 5/31/2023 2:03 PM

To: Donald Tesoriero <d.tesoriero@northportny.gov>; Bonnie Franson <BFranson@nelsonpope.com>

Cc: Donna Koch <d.koch@northportny.gov>; Georgina Cavagnaro <g.cavagnaro@northportny.gov>; Rusty Schmidt <RSchmidt@nelsonpope.com>

Bonnie please add reference to the 18-24 month time period

"WIRE FRAUD ALERT: If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with the office before you initiate any transfer."

J. Edward Gathman, Jr.

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From: Donald Tesoriero <d.tesoriero@northportny.gov>**Sent:** Wednesday, May 31, 2023 12:17 PM**To:** Bonnie Franson <BFranson@nelsonpope.com>; Edward Gathman <egathman@gathbenlaw.com>**Cc:** Donna Koch <d.koch@northportny.gov>; Georgina Cavagnaro <g.cavagnaro@northportny.gov>; Rusty Schmidt <RSchmidt@nelsonpope.com>**Subject:** Re: Revised NPV Professional Service Agreement

Bonnie,

The Village is in receipt of the grant award contract (5/23) and it is being reviewed. I appreciate the additional agreement support information below. The resolution for NPV engagement for this initiative will be on the Trustee meeting agenda for June 6th. Thank you.

Regards,

Don Tesoriero

Asst. to the Mayor/NYSCEO

Village of Northport

224 Main Street

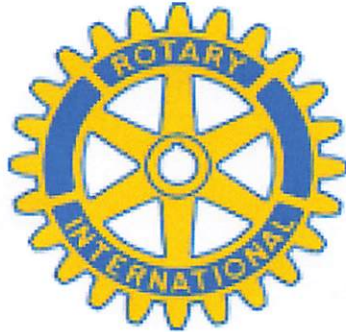
Northport, NY 11768

Office: 631-261-7502 Ext. 325

Fax: 631-261-7521

From: Bonnie Franson <BFranson@nelsonpope.com>**Sent:** Wednesday, May 31, 2023 11:46 AM**To:** egathman@gathbenlaw.com <egathman@gathbenlaw.com>; Donald Tesoriero <d.tesoriero@northportny.gov>

Please see the attached request for permission to hold our annual Duck race.



The Rotary Club of Northport

*P.O. Box 323
Northport, New York 11768
www.northportrotary.com*

May 31, 2023

The Rotary Club of Northport is planning to hold their annual "Duck Race" Sunday August 20th at 12 noon at the walled inlet at the foot of Main Street. As we had done last year this fundraising event will allow people to buy rubber ducks as a donation. All proceeds benefit the many local charities we support.

I am requesting the village approve this event in a timely manner so we can start preparations for advertising and marketing. The village's support for this and many other events we have held to benefit our community is greatly appreciated.

As in the past, the ducks will be grouped within a barrier of pool noodles strung together. They will be pushed to an open end. The first ducks through the opening will win prizes. We anticipate 2-3 heats with 300 ducks in each heat. We will rope off a portion of the inlet and position a kayak outside the barrier in the event ducks escape at that end. Rotarians will move the ducks toward the opening.

We plan to invite the public to watch the duck races, including duck holders. They will be in the vicinity of the

waterfront. Public support for this event was quite strong and we have had many people asking if we are doing this race again this year. As we had done last year, the entire event will be live streamed. This is a well-established fundraising event used by Gift of Life among others.

If there are questions or concerns, please contact me at 631-432-9355, or robertdevito53@gmail.com.

Respectfully submitted,

Robert DeVito

Robert DeVito
President Elect Northport Rotary

If you need any further documentation please let me know.

I appreciate your handling this request for me.

Yours in rotary,

Robert DeVito
President
Northport Rotary

**TOWN OF HUNTINGTON
AND
INCORPORATED VILLAGE OF NORTHPORT
FIRE PROTECTION DISTRICT NO. 1
FIRE PROTECTION AGREEMENT**

AGREEMENT made as of the ____ day of _____, 2023, by and between the TOWN OF HUNTINGTON, a municipal corporation with offices and principal place of business at 100 Main Street, Huntington, New York, 11743; and THE INCORPORATED VILLAGE OF NORTHPORT, a municipal corporation with offices and principal place of business at 224 Main Street, Northport, New York, 11768.

WITNESSETH:

WHEREAS, there has been duly established in the Town of Huntington, a fire protection district known as Town of Huntington Fire Protection District No. 1 (hereinafter "DISTRICT") embracing territory in said Town adjacent to the Incorporated Village of Northport, as such territory is more fully described in the Resolution establishing such district and duly adopted by the Town Board of the Town of Huntington on the 10th day of August 1948; and

WHEREAS, the Town Board held a public hearing on April 11, 2023 to consider execution of an agreement with the Incorporated Village of Northport on behalf of the DISTRICT for the provision of fire protection services to the DISTRICT; and

WHEREAS, by Resolution No. 2023-243 on May 9, 2023, the Town Board authorized the execution of an agreement for a period of three (3) years commencing January 1, 2023 and terminating on December 31, 2025, and on such other terms as may be acceptable to the Town Attorney; and

WHEREAS, an agreement for the provision of fire protection services has been duly approved by the Board of Trustees of the Incorporated Village of Northport and consented to by the Board of Fire Commissioners of the Incorporated Village of Northport and the Volunteer Fire Department of said Village.

NOW THEREFORE,

THE TOWN OF HUNTINGTON does hereby engage the INCORPORATED VILLAGE OF NORTHPORT to furnish fire protection services to the DISTRICT and THE INCORPORATED VILLAGE OF NORTHPORT does hereby agree to furnish such protection in the following manner:

FIRST: The Fire Department of said Incorporated Village of Northport shall at all times during the three (3) year period of this agreement, from January 1, 2023 through December 31, 2025, be subject to call for attendance upon any fire occurring in said DISTRICT and when notified by alarm or telephone call from any person of a fire within the DISTRICT, such department shall respond and attend upon the fire without delay with one or more pieces of apparatus. Upon arriving at the scene of the fire, the firemen of the Incorporated Village of Northport attending shall proceed diligently and reasonably to the extinguishment of the fire and the saving of life and property in connection therewith.

SECOND: The Town of Huntington shall pay to the Incorporated Village of Northport, in consideration of the furnishing of said fire protection as aforesaid, and the use of such apparatus and

equipment as may be used hereunder, an annual payment of \$1,620,417.90 for calendar year 2023 and a payment of \$1,620,417.90 plus an amount not to exceed the annual New York State tax cap for calendar year 2024 and 2025. Further, it is agreed that the Town of Huntington shall make the 2023 payment to the Incorporated Village of Northport in one installment within 45 days of the execution of this agreement. The annual payments for 2024 and 2025 shall be made on or before March 31 of each year.

THIRD: The Incorporated Village of Northport shall be responsible pursuant to Section 30 of the Volunteer Firemen's Benefit Law or subsequent law, for all claims by or on behalf of members of the Fire Department of the Incorporated Village of Northport in connection with injuries sustained, or in death cases where death results from injuries sustained, on or after January 1, 2023.

FOURTH: All moneys to be paid under any provision of this agreement shall be a charge upon the fire protection district to be assessed and levied upon the taxable property in said district and collected with the Town taxes pursuant to the provisions of Section 184 of the Town Law.

FIFTH: Members of the Fire Department of the Incorporated Village of Northport, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities as if performing the same in the Incorporated Village of Northport.

SIXTH: The term of this agreement shall be from January 1, 2023 through December 31, 2025.

SEVENTH: The Incorporated Village of Northport, in consideration of the Fire Department of the Incorporated Village of Northport consenting to this agreement and furnishing services thereunder, shall set aside as follows: 1) \$300,000.00 for fire service awards; 2) \$675,000.00 for the equipment, rescue and building fund; and 3) \$300,000.00 for paramedic services for each year.

EIGHTH: The Incorporated Village of Northport shall, within one (1) month after receiving any of the proceeds mentioned in paragraph SECOND herein, pay \$235,000.00 from the proceeds to the Fire Department of the Incorporated Village of Northport. Neither the Town of Huntington nor Fire Protection District No. 1, assumes any responsibility for the failure of the Incorporated Village of Northport to make such payment, and no claim shall be asserted either against the Town of Huntington or Fire Protection District No. 1 in the event of such failure.

NINTH: The Incorporated Village of Northport shall indemnify and hold the Town of Huntington and Fire Protection District No. 1 harmless from and against all suits for personal injury or property damage, including death and reasonable attorney fees, which may arise out of or in connection with the provision of fire protection services to the DISTRICT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement, the day and year first written above.

**Town of Huntington, on behalf of Fire Protection District No. 1
Of the Town of Huntington**

Supervisor Edmund J. Smyth

Councilman Dr. Dave Bennardo

Councilwoman Joan A. Cergol

Councilman Eugene Cook

Councilman Salvatore Ferro

Incorporated Village of Northport

Mayor Donna Koch

WE HEREBY CONSENT TO AND APPROVE THE FOREGOING CONTRACT, having been duly authorized thereto by vote at a duly called meeting of the Board of Fire Commissioners and the Northport Fire Department.

**Board of Fire Commissioners of the
Incorporated Village of Northport**

Chairman

**Fire Department of the Incorporated Village of
Northport**

Chief

STATE OF NEW YORK)

)ss.:

COUNTY OF SUFFOLK)

On the _____, 2023, before me, the undersigned, a Notary Public in and for said State personally appeared EDMUND J. SMYTH, SUPERVISOR of the TOWN OF HUNTINGTON, 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 _____, 2023, before me, the undersigned, a Notary Public in and for said State personally appeared DR. DAVE BENNARDO, COUNCILMAN of the TOWN OF HUNTINGTON, 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 _____, 2023, before me, the undersigned, a Notary Public in and for said State personally appeared JOAN A. CERGOL, COUNCILWOMAN of the TOWN OF HUNTINGTON, 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 _____, 2023, before me, the undersigned, a Notary Public in and for said State personally appeared EUGENE COOK, COUNCILMAN of the TOWN OF HUNTINGTON, 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 _____, 2023, before me, the undersigned, a Notary Public in and for said State personally appeared SALVATORE FERRO, COUNCILMAN of the TOWN OF HUNTINGTON, 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 _____, 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 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 _____, 2023, before me, the undersigned, a Notary Public in and for said State personally appeared PHIL WEBER, CHAIRMAN OF THE BOARD OF FIRE COMMISSIONERS 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 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 _____, 2023, before me, the undersigned, a Notary Public in and for said State personally appeared DENNIS SHERIDAN, CHIEF of the FIRE DEPARTMENT 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 executed the same in his capacity and that by his signature on the instrument, the individual acted executed the instrument.

Notary Public