

AGENDA
AUGUST 1, 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/tZUud--uqTgpGdQlC3RuWSZe6bYt2DaHljIg>

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

OPEN MEETING:

SALUTE TO THE FLAG:

ANNOUNCEMENTS:

PRESENTATION: Kevin Cusumano of Boy Scout Troop 539 would like to present a Native Garden Kiosk about rising tides and global warming for his Eagles Scout project.

PUBLIC HEARINGS:

PUBLIC PARTICIPATION:

BOARD APPROVAL OF WARRANTS:

Fire bills 7/18/23 in the amount of \$59,005.47
Governmental Funds bills 8/1/23 in the amount of \$1,012,922.97
Payroll week 7/28/23 General Fund \$312,496.09
Payroll week 7/28/23 Sewer Fund \$15,218.91

BUSINESS/COMMISSIONERS REPORTS:

TREASURER REPORT:

CHIEF OF POLICE REPORT:

CORRESPONDENCE:

REQUESTS: Chamber of Commerce is requesting to reschedule Family Fun Night on Tuesday, August 8th from 6:30 – 9:30 p.m.

RESOLUTIONS:

RESOLUTION 2023 – 158 ~ APPROVAL OF MINUTES

BE IT RESOLVED, the minutes of the July 20, 2023 meeting are hereby accepted.

RESOLUTION 2023 - 159 ~ SUFFOLK COUNTY STOP DWI CONTRACT

WHEREAS, the primary goal of this project is the suppression of drunk driving through intensified police patrols to identify vehicles and traffic violations related to drunk driving. This will result in an increased number of arrests for driving while intoxicated and a reduction of alcohol related crashes and fatalities.

WHEREAS, funding will be used by this agency schedule police officers for overtime to patrol duties exclusively to identify and arrest the intoxicated driver, as well as related training and warrant enforcement. The hours of enforcement shall include times and days which have historically reflected high incidences of drunk driving, alcohol related crashes and fatalities. Scheduling may be organized due to seasonal traffic considerations and other activities related to incidences of drinking and driving. Scheduling of personnel will depend upon availability of staff.

BE IT RESOLVED, that the Board of Trustees of the Village of Northport hereby authorizes the mayor to execute a contract with the County of Suffolk to participate in the STOP DWI program for calendar year 2023. Such contract awards the Village \$12,500 for said year.

RESOLUTION 2023 – 160 ~ AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL PLANNING 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 July, 2023, and supplied 2023 Hourly Rate Schedule-Village of Northport, and authorizes the treasurer to make all appropriations for the purpose of funding the professional planning services 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 – 161 ~ AUTHORIZING THE MAYOR TO ENTER INTO A GREEN INFRASTRUCTURE ENGINEERING & TECHNICAL 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 July, 2023, at a cost not to exceed \$72,000.00, 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 – 162 ~ AUTHORIZING THE MAYOR TO ENTER INTO A COMPREHENSIVE PLANNING 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 July, 2023, at a cost not to exceed \$90,000.00, 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 – 163 ~ AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS PERTAINING TO THE NYS CONSOLIDATED FUNDING APPLICATION PROGRAM FOR A LOCAL WATERFRONT REVITALIZATION PLAN NUNC PRO TUNC

BE IT RESOLVED, that the Village of Northport hereby authorizes the Mayor or her designee to execute any and all documents pertaining to the 2023 NYS Consolidated Funding Application (CFA) Program to support project costs associated with development of a Local Waterfront Revitalization Plan, with a total project cost anticipated to be \$150,000, and grant funds representing 75% of total project costs, or \$112,500, and local Village match representing 25% of project costs, or \$37,500.

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 – 164 ~ PARAMEDIC

WHEREAS, Richard Rudolph has applied to be a per diem Paramedic (RSI certified) for the Inc. Village of Northport, now therefore

BE IT RESOLVED, Richard Rudolph is hereby hired for the position of Paramedic (RSI certified) for the Incorporated Village of Northport, and as with all applicants, Richard Rudolph will be subject to a background check and confirmation of all certifications necessary to hold the position of Paramedic (RSI certified), and

BE IT FURTHER RESOLVED, Paramedic Richard Rudolph will work no more than 17.5 hours a week at a rate of pay of \$33.50 per hour.

RESOLUTION 2023 – 165 ~ DONATION

BE IT RESOLVED, The Village Board hereby accepts the donation of a 2017 Polaris off-road vehicle with a 2018 trailer from the Northport Fire Department.

RESOLUTION 2023 - 166 ~ COW HARBOR 10K RACE PARKING RESTRICTIONS

WHEREAS, Chief Hughes has requested the enactment of temporary no-parking restrictions on Saturday, September 23, 2023 from 4:00 A.M. to 12:00 P.M. for the Cow Harbor 10K Race and

WHEREAS, Chief Hughes has outlined the required restrictions in a memorandum to the Board of Trustees dated August 1, 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 - 167 ~ COW HARBOR DAY PARKING RESTRICTIONS

WHEREAS, Chief Hughes has requested the enactment of temporary no-parking restrictions on Sunday, September 24, 2023 from 4:00 A.M. to 5:00 P.M. for the Cow Harbor Day Celebration and

WHEREAS, Chief Hughes has outlined the required restrictions in a memorandum to the Board of Trustees dated August 1, 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 – 168 ~ AUTHORIZING THE MAYOR TO ENTER INTO THE VILLAGE DOCK (PHASE II) ENGINEERING & TECHNICAL SERVICES AGREEMENT WITH JASON PONTIERI, P.E., known as JPCE CONSULTING ENGINEERS

BE IT RESOLVED, The Northport Village Board hereby authorizes the Mayor to execute a professional services agreement with JPCE Consulting Engineers, for design and consulting services outlined in the proposal dated July, 2023, at a cost not to exceed \$19,500.00, 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 - 169 ~ AUTHORIZING THE MAYOR TO EXECUTE ROADWAY RESTORATION AGREEMENTS WITH NATIONAL GRID AND PSE&G

WHEREAS, National Grid and PSE&G have performed work in the Village of Northport which caused significant damage to the roads in the village and;

WHEREAS, National Grid and PSE&G have agreed to make payment to the Village of Northport for restoration of the roadways within the village, specifically National Grid has agreed to pay the sum of three hundred sixty-five thousand four hundred eighty-six dollars and thirteen cents (\$365,486.13) for roadway restoration and PSE&G has agreed to pay One hundred twenty-seven thousand seven hundred seventy dollars (\$127,770.00) for roadway restoration in the Village of Northport; and

WHEREAS, the Village of Northport desires to accept the payments from PSE&G and National Grid for roadway restoration, and

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

NOW, THEREFORE BE IT RESOLVED, that the Mayor is authorized to enter into agreements with National Grid to receive payment of \$365,486.13 for roadway restoration and payment from PSE&G in the amount of \$127,770.00 for roadway restoration with the Village of Northport which money shall be deposited into guaranty, bid and deposits account number A0-0000-0730-0000.

RESOLUTION 2023 – 170 ~ CANON LEASE AGREEMENT

BE IT RESOLVED, The Mayor is hereby authorized to sign a lease agreement with Canon Solutions American Inc. to lease a new copier for the Police Department at a cost of \$160.00/month.

FURTHER RESOLVED, this is a Type II action pursuant to 6 N.Y.C.R.R. Section 617.5(c)(31), and, therefore, no further SEQRA review is required.

RESOLUTION 2023 - 171 ~ FREE LITTLE LIBRARY

WHEREAS, Nolan Funeral Home would like to donate a Little Free Library to the Village of Northport and its residents and

WHEREAS, the Little Free Library is a book sharing opportunity that helps build a community, inspire reading and expand book access for all.

BE IT RESOLVED, that the Village of Northport accepts the donation from Nolan Funeral Home to cover all costs of purchasing the Little Free Library and a starter set of reading material and will designate a spot at Soper Pocket Park to host the said Little Free Library at the discretion of the mayor with the assistance from the building and parks department.

RESOLUTION 2023 – 172 ~ PAVING OF VILLAGE ROADS, UTILITY INSTALLATION/REPAIR ON OCEAN AVENUE

WHEREAS, National Grid and PSE&G have recently agreed to pay the Village of Northport for roadway reconstruction for roads damaged by utility upgrades, and

WHEREAS, The Village of Northport desires to utilize some of the funds received from PSE&G and National Grid for road paving on Ocean Avenue, and

WHEREAS, repaving roadways is a Type to action pursuant to 6 N.Y.C.R.R. Section 617.5 (c) 26 and no further SEQRA review is required at this time,

NOW, THEREFORE BE IT RESOLVED, That the Village hereby authorizes an expenditure not to exceed \$289,614.00, on the recommendation of Northport Village Administrator, the following road is approved for paving by Posillico Civil under NYSOGS Contract, Group #31502, funded by PSEG and National Grid funding appropriation: OCEAN AVENUE

RESOLUTION 2023 – 173 ~ 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 – 174 ~ PAVING OF VILLAGE ROADS, UTILITY INSTALLATION/REPAIR ON LEWIS ROAD

WHEREAS, National Grid and PSE&G have recently agreed to pay the Village of Northport for roadway reconstruction for roads damaged by utility upgrades, and

WHEREAS, The Village of Northport desires to utilize some of the funds received from PSE&G and National Grid for road paving on Lewis Road (Ocean Ave to Northwest Dr), and

WHEREAS, repaving roadways is a Type to action pursuant to 6 N.Y.C.R.R. Section 617.5 (c) 26 and no further SEQRA review is required at this time,

NOW, THEREFORE BE IT RESOLVED, that the Village hereby authorizes an expenditure not to exceed \$43,000.00, On the recommendation of Northport Village Administrator, the following road is approved for paving by Posillico Civil under NYSOGS Contract, Group #31502, funded by PSEG and NATIONAL GRID funding appropriation: LEWIS ROAD

RESOLUTION 2023 - 175 ~ AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR MAINTENANCE OF A HVAC MECHANICAL EQUIPMENT LOCATED AT THE MAIN FIREHOUSE

WHEREAS, the maintenance, inspection and repair of the mechanical system that services for the Main Firehouse located at 204 Main Street are required in order to facilitate efficiency of the system and prolong the life expectancy of the equipment; and

WHEREAS, this is a specialized technical service, for the maintenance, inspection and repair of the HVAC mechanical system; and

WHEREAS, Inter-County Mechanical Corp. 1600 Ocean Ave. Bohemia, NY 11716 at a cost of (Nineteen Hundred and seventy-five dollars) \$1,975.00 for a one-year contract for the maintenance of our HVAC Mechanical system in that Inter-County Mechanical Corp. has the technical familiarity and the fastest response time for servicing the system which is of critical importance to the Village; and

WHEREAS, the HVAC maintenance 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 Inter-County Mechanical Service Corp. for the maintenance of the HVAC system servicing Main Firehouse at 204 Main Street in the amount of \$1,975.00 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 - 176 ~ AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR MAINTENANCE OF HVAC MECHANICAL EQUIPMENT LOCATED AT THE STATION #1 FIREHOUSE

WHEREAS, the maintenance, inspection and repair of the mechanical system that services for the Station #1 Firehouse located at 22 Waterside Ave are required in order to facilitate efficiency of the system and prolong the life expectancy of the equipment; and

WHEREAS, this is a specialized technical service, for the maintenance, inspection and repair of the HVAC mechanical system; and

WHEREAS, Inter-County Mechanical Corp. 1600 Ocean Ave. Bohemia, NY 11716. At a cost of (Fourteen Hundred and fifty dollars) \$1,450.00 for a one-year contract for the maintenance of our HVAC Mechanical system in that Inter-County Mechanical Corp. has the technical familiarity and the fastest response time for servicing the system which is of critical importance to the Village; and

WHEREAS, the HVAC maintenance 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 Inter-County Mechanical Service Corp. for the maintenance of the HVAC system servicing Station #1 Firehouse at 22 Waterside Ave in the amount of \$1,450.00 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 – 177 ~ PAVING OF VILLAGE ROADS, UTILITY INSTALLATION/REPAIR ON JAMES STREET

WHEREAS, National Grid and PSE&G have recently agreed to pay the Village of Northport for roadway reconstruction for roads damaged by utility upgrades, and

WHEREAS, The Village of Northport desires to utilize some of the funds received from PSE&G and National Grid for road paving on James Street (Ocean Ave to a point 580LF west), and

WHEREAS, repaving roadways is a Type to action pursuant to 6 NYCRR 617.5 (c) 26 and no further SEQRA review is required at this time,

NOW, THEREFOR BE IT RESOLVED, that the Village hereby authorizes an expenditure not to exceed \$32,000.00, On the recommendation of Northport Village Administrator, the following road is approved for paving by Posillico Civil under NYSOGS Contract, Group #31502, funded by PSEG and National Grid funding appropriation: JAMES STREET

RESOLUTION 2023 – 178 ~ PAVING OF VILLAGE ROADS, UTILITY INSTALLATION/REPAIR ON STEERS AVE

WHEREAS, National Grid and PSE&G have recently agreed to pay the Village of Northport for roadway reconstruction for roads damaged by utility upgrades, and

WHEREAS, The Village of Northport desires to utilize some of the funds received from PSE&G and National Grid for road paving on Steers Ave. (Ocean Ave to a point 75' LF north), and

WHEREAS, repaving roadways is a Type II action pursuant to 6 NYCRR 617.5 (c) 26 and no further SEQRA review is required at this time,

NOW, THEREFORE BE IT RESOLVED, That the Village hereby authorizes an expenditure not to exceed \$3,500.00, On the recommendation of Northport Village Administrator, the following road is approved for paving by Posillico Civil under NYSOGS Contract, Group #31502, funded by PSEG and NATIONAL GRID funding appropriation: STEERS AVENUE

RESOLUTION 2023 - 179 ~ APPOINTMENT OF FULL-TIME SECRETARY TO THE BOARD OF ARCHITECTURAL AND HISTORIC REVIEW

WHEREAS, Catherine Lageraaen serves as Secretary to the Board of Architectural and Historic Review and

WHEREAS, the village has a need for a human resources specialist to attend to village personnel matters and Ms. Lageraaen has the certifications to perform this function and

WHEREAS, the Village is also in need of additional clerical support across all departments now

THEREFORE, BE IT RESOLVED, that Catherine Lageraaen is hereby appointed as full-time Secretary commencing immediately or as soon thereafter as Ms. Lageraaen is able to start, and shall be compensated at the annual salary of \$50,000. (35/hrs. weekly, Monday through Friday 8:30 a.m. to 4:30 p.m.), plus \$1,500 annually for attendance at monthly meetings of the Board of Architectural and Historic review and shall be eligible for all applicable benefits,

BE IT FURTHER RESOLVED: this is Type II Action pursuant to 6 N.Y.C.R.R. Section 617.5 (c) 26, and, therefore, no further SEQRA review is required.

An additional meeting of the Board of Trustees has been scheduled on Tuesday, August 22, 2023 at 6:00 p.m. to approve warrants and discuss metered parking in Lot 4.

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: Cow Harbor Day Celebration
Date: August 1, 2023

In preparation for the Cow Harbor Day Celebration the Board of Trustees is requested to

- I. Establish **No parking** restrictions and authorize the Northport Police Department to remove any vehicle found to be in violation of the restrictions on **Sunday, September 24, 2023 from 4:00 A.M. to 5:00 P.M.** for the Cow Harbor Day Celebration at the following locations:

Bayview Avenue (both sides) from its southerly terminus to Highland Avenue.

Constitution Square (both sides)

Main Street (both sides) from its westerly terminus to Laurel Avenue.

Municipal Lot #4

Municipal Lot #9 except for Trinity Church permit holders

Scudder Avenue (both sides) from its westerly terminus to its intersection with **Union Place**.

Woodbine Avenue (both sides) from its intersection with Main Street to its intersection with Scudder Avenue.

- II. Establish **No parking** restrictions and authorize the Northport Police Department to remove any vehicle found to be in violation of the restrictions on **Sunday, September 24, 2023 from 4:00 A.M. to 10:00 P.M.** for the Cow Harbor Day Celebration at the following location: Municipal Lot #1
- III. Establish **No parking** restrictions and authorize the Northport Police Department to remove any vehicle found to be in violation of the restrictions on **Friday, September 22, 2023 from 9:00 A.M. to Sunday, September 24, 2023 at 10:00 P.M.** for the Cow Harbor Day Celebration at the following location: Municipal Lot #2
- IV. Empower the Cow Harbor Day Committee with the authority to issue permits for sidewalk/parking lot/park sales on Cow Harbor Day.
- V. Empower the Cow Harbor Day Committee with the authority to issue permits for street performers and amplified music.
- VI. Approve the list of Regulations which govern sidewalk/park sales as set forth by the Cow Harbor Day Committee.

NORTHPORT POLICE DEPARTMENT MEMO

To: Board of Trustees
From: Chief Chris Hughes
Subject: Cow Harbor 10K Race
Date: August 1, 2023

In preparation for the Cow Harbor 10K Race the Board of Trustees is requested to

- I. Establish **No parking** restrictions and authorize the Northport Police Department to remove any vehicle found to be in violation of the restrictions on **Saturday, September 23, 2023 from 4:00 A.M. to 12:00 P.M.** for the Cow Harbor 10K Race at the following locations:

Laurel Avenue (both sides) from its intersection with Crescent Drive to its intersection with Scudder Avenue.

Main Street (both sides) from its westerly terminus to its intersection with Woodside Avenue.

Municipal Lot #2

Municipal Lot #4

Scudder Avenue (both sides) from its intersection with Woodbine Avenue east to its intersection with Union Place.

Scudder Avenue (both sides) from its intersection with Laurel Avenue west to its intersection with Seaview Avenue.

Woodbine Avenue (both sides) from its intersection with Main Street to its intersection with Scudder Avenue.

- II. Municipal Lot #1 Additional restrictions for portions of Lot #1: No parking commencing on **Friday, September 22, 2023, at 7:30 A.M.**
- III. Authorize the Northport Police Department to close to vehicular traffic those roads on which the Great Cow Harbor 10K Race traverse during the time the race is in progress.

Canon imageRUNNER Advance DX C5840I



40 copies/prints per minute
200 sheet document feeder
Scans in B/W and color at speeds up to 240 impressions per minute
Two 550 sheet paper drawers plus 100 sheet bypass tray
Network print standard with Canon UFR II, PCL6 and Adobe PS 3
Mobile print capabilities from phones and tablets
Scanning to USB, desktop, network folders and email
Scan to Microsoft Word/Powerpoint/Searchable PDF/Compact PDF
Standard security features such as hard drive erase, encryption, ID codes
Delivery, installation and training

63 month lease: \$160/month

Machine Pricing with 0 Black/White Copies and 0 Color Copies Included in Lease.

Per Copy Rates:

B/W \$0.0075

Color \$0.042

Canon is also including a check in the amount of \$2775.00 to payoff and return of the old device.

Lease includes all service, parts, labor and toner.

All service is provided by Canon certified technicians who only work on Canon equipment. We only use genuine Canon parts and supplies.

Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
 Printed: 07/18/2023 - 1:14PM
 Batch: 00004.07.2023 - Fire 07182023

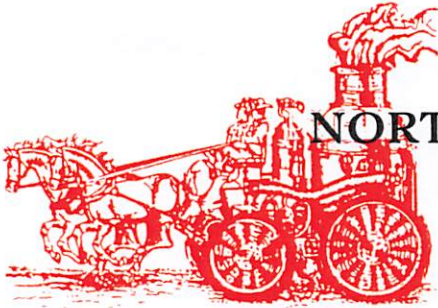


Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
774		AMAZON CAPITAL SERVICES	SCUBA SUPPLIES	A0-3410-0426-0000	346.00
774		AMAZON CAPITAL SERVICES	DOCK BOX AND MIS	A0-3410-0426-0000	858.24
774		AMAZON CAPITAL SERVICES	WORK LIGHT AND BATTERY	A0-3410-0409-0000	400.39
775		BOUND TREE CORPORATION	Item #: 199081 McGRATH™ MAC Video Laryngoscope Blade, Siz	A0-3410-0418-0000	112.45
775		BOUND TREE CORPORATION	Item #: 199080 McGRATH™ MAC Video Laryngoscope Blade, Siz	A0-3410-0418-0000	112.45
775		BOUND TREE CORPORATION	Item #: 2146-17000 McGRATH™ MAC Video Laryngoscope Blade	A0-3410-0418-0000	72.95
775		BOUND TREE CORPORATION	Item #: 2146-72000 McGRATH™ MAC Video Laryngoscope Blade	A0-3410-0418-0000	72.95
775		BOUND TREE CORPORATION	Item #: 2146-34000 McGRATH™ MAC 3.6V Battery	A0-3410-0418-0000	197.16
776		EDMER SANITARY SUPPLY CO	TELESCOPIC WAND	A0-3410-0409-0000	28.04
777		EMERALD ISLAND SUPPLY	SOAP AND DISPENSERS	A0-3410-0409-0000	288.20
778		EMERGENCY MEDICAL PRODUCT	24 GA X 0.75" IV CATHS	A0-3410-0418-0000	179.50
778		EMERGENCY MEDICAL PRODUCT	PART NUMBER 381444 18 GA X 1.16" SHIELDED NON-WINGE	A0-3410-0418-0000	179.50
778		EMERGENCY MEDICAL PRODUCT	CURAPLEX ASSURE PRISM ADVANCED KIT WITH METER -	A0-3410-0418-0000	454.95
778		EMERGENCY MEDICAL PRODUCT	PULMODYNE O2-MAX BITRAC ED WITH INTEGRATED NEB	A0-3410-0418-0000	233.97
778		EMERGENCY MEDICAL PRODUCT	CURAPLEX ECG THERMAL CHART PAPER - ITEM #42-2745-1	A0-3410-0418-0000	38.30
778		EMERGENCY MEDICAL PRODUCT	1 CASE OF 3M RED DOT FOAM MONITORING ELECTRODES	A0-3410-0418-0000	359.80
778		EMERGENCY MEDICAL PRODUCT	1 CASE OF B. BRAUN MEDICAL EXCEL IV BAGS - ITEM #E8	A0-3410-0418-0000	158.16
778		EMERGENCY MEDICAL PRODUCT	LCSU 4 SUCTION UNIT BATTERY PART #886113	A0-3410-0418-0000	834.00
778		EMERGENCY MEDICAL PRODUCT	Laerdal Handle Replacement for V-VAC Item #153-985030	A0-3410-0418-0000	595.00
778		EMERGENCY MEDICAL PRODUCT	Suction Replacement Cartiridge for Laerdal V-Vac Item #985080	A0-3410-0418-0000	140.00
779		GALLS, LLC	SW439 DKNV 2X REG 5. 11 TACTICAL S/S POLO SHIRT	A0-3410-0418-0000	840.00
779		GALLS, LLC	EY17301 NORTHPORT FD PARAMEDIC LOGO	A0-3410-0418-0000	182.40
779		GALLS, LLC	HT002 2LN HEAT TRANSFER	A0-3410-0418-0000	168.00
780		HAMILTON MARINE INC	NEW ENGLAND ROPES TWISTED DOCKLINE 5/8 INCH X 35	A0-3410-0426-0000	153.98
780		HAMILTON MARINE INC	FREIGHT	A0-3410-0426-0000	7.99
781		INTER-COUNTY MECHANICAL	HONEYWELL VALVE ACTUATOR	A0-3410-0414-0000	3,718.32
782		ISLAND TECH SERVICES	SPS7A01725 - 1 YR POST WARR 24X7 4 HR PLUS	A0-3410-0409-0000	779.00
782		ISLAND TECH SERVICES	IT SERVICES JUNE 2023	A0-3410-0409-0000	1,118.09
785		KARPS HARDWARE	MISC SUPPLIES	A0-3410-0409-0000	119.71
783		MOTOROLA SOLUTIONS, INC.	APX8000XE PORTABLE RADÍOS PER PROPOSAL DATED 10/2	A0-3410-0200-0000	17,360.60
783		MOTOROLA SOLUTIONS, INC.	APX8000XE PORTABLE RADIOS PER PROPOSAL DATED 10/2	A0-3410-0200-0000	810.04

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
786		NORTHPORT FIRE DEPT	ROBERT SPECIALE EMT	A0-3410-0432-0000	125.00
787		NORTHPORT FIRE DEPT	TUITION REIMBURSEMENT AGREEMENT	A0-3410-0432-0000	2,000.00
788		PALACE ELECTRIC CONTRACTORS, INC.	REPLACE 2 BALLAST	A0-3410-0444-0000	514.97
789		PENFLEX ACTUARIAL SERVICES, LLC	ACTUARIAL SERVICES FOR LOSAP	A0-3410-0436-0000	3,700.00
790		RAJESWARA ROA PATCHA MD PC	J SPECIALE	A0-3410-0409-0000	280.00
790		RAJESWARA ROA PATCHA MD PC	P NOLAN	A0-3410-0409-0000	270.00
790		RAJESWARA ROA PATCHA MD PC	V GAYLOR	A0-3410-0409-0000	255.00
792		STRATEGIC ALARM CONCEPTS I, INC	LED MONITOR	A0-3410-0414-0000	700.00
792		STRATEGIC ALARM CONCEPTS I, INC	CAMERA	A0-3410-0414-0000	580.00
793		STRATEGIC SAFETY DYNAMICS		A0-3410-0200-0000	1,030.50
784		STRYKER MEDICAL	6090-041-010 BOLSTER MATTRESS FOR STRYKER POWER P	A0-3410-0418-0000	670.00
784		STRYKER MEDICAL	FREIGHT	A0-3410-0418-0000	18.11
791		SUFFOLK COUNTY WATER AUTHORITY	TRANSACTION FEE	A0-3410-0421-0000	80.50
791		SUFFOLK COUNTY WATER AUTHORITY	430 HYDRANT RENTALS	A0-3410-0421-0000	17,307.50
795		THOMAS MCCARTHY	POSTAGE	A0-3410-0418-0000	28.75
794		TK ELEVATOR	ELEVATOR MAINTENANCE	A0-3410-0414-0000	525.00
Warrant Total:					59,005.47

7-18-23 Bd of Fire Comm Mtg.

Paul Wicks



NORTHPORT VOLUNTEER FIRE DEPARTMENT

Doug Pyne

Chief

Tom Smalling

May 12, 2023 *1st Assistant Chief*

Dan Cross

2nd Assistant Chief

Phil Weber, Chairman
Board of Fire Commissioners
Of the Incorporated Village of Northport
224 Main Street
Northport, NY 11768

Re: Transfer of ownership UTV and UTV trailer

Chairman Weber and Board Members:

The membership of the Northport Fire Department voted to transfer ownership via a gift to the Incorporated Village of Northport the following:

- (1) UTV (designated 2-9-28)
2017 Polaris, Ranger VIN: 3NSRTE876HG962600
- (2) UTV Trailer (designated 2-9-28-TRL)
2018 All Pro Trailer VIN: JG039020

Attached are pertinent documents relating to the UTV and its trailer.

Thanking you in advance for your assistance in this matter.

Very respectfully,

Doug Pyne
Chief of Department

CERTIFICATE OF ORIGIN FOR A VEHICLE



POLARIS
INDUSTRIES INC.

DATE

06/27/17

VEHICLE IDENTIFICATION NO.

3NSRTE876HG962600

BODY TYPE

RGR-17, 900XP, PS, SLR. RED

H.P.(S.A.E.)

G.V.W.R.

NO.CYLS.

2

MODEL YEAR

2017

LENGTH

"

SERIES OR MODEL

R17RTE87A4

ENGINE MODEL

1205489

INVOICE NO.

270588

MAKE

POLARIS

SHIPPING WEIGHT

1375

ENGINE SIZE

875 CC

ENGINE SERIAL NO.

0120548958929

THIS OFF-ROAD VEHICLE IS NOT INTENDED FOR, AND
MAY NOT BE REGISTERED FOR, ON-ROAD USE.

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

JET SPORT ENTERPRISES, INC.
dba JET SPORT ENTERPRISES, INC
390 E JERICHO TURNPIKE
HUNTINGTON STATION NY 11746

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

POLARIS INDUSTRIES INC.


BY:  **EVP of Finance/CFO**
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

MEDINA, MINNESOTA 55340 USA
CITY-STATE

PI005649125

JET SPORT ENTERPRISES, INC.
dba JET SPORT ENTERPRISES, INC
390 E JERICHO TURNPIKE
HUNTINGTON STATION NY 11746

	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED, I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	NAME OF PURCHASER(S) <u>Northport Fire Dept.</u> ADDRESS <u>204 Main St Northport NY 11768</u> I certify to the best of my knowledge that the odometer reading is _____ DEALER <u>JetSport</u> <u>7066950</u> By: <u>[Signature]</u> <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of <u>NY</u> <u>530 E. Jericho Turnpike</u> County of <u>Huntington Station, NY 11746</u> Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ _____ Notary Public	False Written Statements Herein Punishable Under NY Penal Law
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth DEALER _____ By: _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ _____ Notary Public	
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth DEALER _____ By: _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ _____ Notary Public	
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenth DEALER _____ By: _____ <small>NAME OF DEALERSHIP DEALER'S LICENSE NUMBER</small> State of _____ County of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ _____ Notary Public	
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenth. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature(s) of Sellers(s) _____ Date of Statement _____ Date of Sale _____ Printed Names(s) of Sellers(s) _____ Dealer's No. _____ Signature(s) of Purchaser(s) _____ Printed Names(s) of Purchaser(s) _____ Company Name (If Applicable) _____ Address of Purchaser(s) _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____ _____ Notary Public State of _____ County of _____ _____ Notary Public	
	USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION	
LIENHOLDER	1st lien in favor of _____ whose address is _____ 2nd lien in favor of _____ whose address is _____	

Invoice # 5364				390 East Jericho Turnpike HUNTINGTON STATION, NY 11746 (631) 427-4400	
DL#		DL#		DL#	
BUYERS		PHONE NUMBER(s)		DATE SOLD	
NORTHPORT FIRE DEPT {144JJJ@GMAIL.COM}		H-{631} 704-4939		02-16-2018	
ADDRESS		CITY		COUNTY	
SALESPERSON		DELIVERY DATE		DELIVERY INSTRUCTIONS	
Walter Negrelli		02-16-2018			
UNIT #1: MAKE 3922		YEAR 2017		SIZE 875CC	
POLARIS		MODEL RANGER XP900		COLOR SOLAR RED	
UNIT #2: MAKE		YEAR		SIZE	
UNIT #3: MAKE		YEAR		SIZE	
UNIT #4: MAKE		YEAR		SIZE	
VIN		ODOMETER		NEW USED	
3NSRTE876HG962600		0		X	
10,399.00					
OPTIONAL EQUIPMENT AND ACCESSORIES		TOTAL PURCHASE			
SUBSTITUTED BY 2883278		399.99		Cash Price of ALL Units 10,399.00	
K-ACCY,WNDSLD,PLT,HC,ZS		499.99		Optional Equipment and Accessories N/A	
				Freight and Prep 1,045.00	
				N/A	
				N/A	
				N/A	
				N/A	
				DOC/Administrative Fees 45.00	
				Sales Tax {0%} N/A	
				Sub-Total 11,489.00	
Accessories Discount		899.98		Cash Down {incl. Deposit of \$11499.00} 11,499.00	
Misc. Optional Equipment		N/A		Trade Allowance N/A	
Unlisted Accessories		N/A		Less Total Down Payment 11,499.00	
Labor / Installation		N/A		Net Sale -10.00	
OPTIONAL EQUIPMENT CARRIED FORWARD		N/A		Trade Payoff N/A	
				N/A	
PLATE:				Tire Tax/Disposal/Doc Stamp Fees 10.00	
REGISTRATION:				License/Registration/Title Fees N/A	
				Total Other Fees 10.00	
NYS TAX ID: 113206519				Unpaid Balance N/A	
NYS FACILITY: 7066950				NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE NEXT 2 PAGES.	
Lienholder:				Dealer and Buyer(s) certify that the additional terms and conditions printed on the 2nd & 3rd pages of this contract are a part of this agreement the same as if printed above the signature. Buyer(s) certify that optional equipment, accessories, and insurance, if any, has been voluntarily purchased by Buyer(s). Buyer(s) trade-in is free from all liens and encumbrances whatsoever, except as Buyer(s) have indicated herein. (See Par. #3 and #12 on the 2nd & 3rd pages of this agreement). Dealer and Buyer(s) agree that if any paragraph or provision should violate the law and/or is unenforceable, the rest of this contract will remain valid.	
DESCRIPTION OF TRADE-IN				<input checked="" type="checkbox"/> WHEN THIS BOX IS CHECKED, BUYER(S) UNDERSTAND THAT THE UNIT BUYER(S) IS/ARE BUYING FROM DEALER DESCRIBED ABOVE IS BEING SOLD TO BUYER(S) 'AS-IS' AND BUYER(S) ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT BUYER(S) DID USE BUYER(S) OWN JUDGEMENT AND INSPECTION.	
MAKE		YEAR		SIZE	
MODEL / VEHICLE TYPE		SERIAL NO.			
MAKE		YEAR		SIZE	
MODEL / VEHICLE TYPE		SERIAL NO.			
MAKE		YEAR		SIZE	
MODEL / VEHICLE TYPE		SERIAL NO.			
AMOUNT OWING		TO WHOM OWED			
TOTAL TRADE-IN ALLOWANCE		N/A		BUYER(S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ THE FOLLOWING 2 PAGES OF THIS AGREEMENT.	
DEBT BUYER OWES ON TRADE-IN TO BE PAID BY:		DEALER		BUYER	
NOT VALID UNLESS SIGNED AND ACCEPTED BY AN OFFICER OF THE COMPANY				BUYER(S) ALSO AGREE THAT THE BALANCE WILL BE PAID BY CASH, BANK DRAFT, CERTIFIED CHECK, OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY.	
BY: [Signature]				Buyer Sign [Signature]	
APPROVED, SUBJECT TO ACCEPTANCE OF FINANCING BY BANK OR FINANCE CO.				Co-Buyer Sign [Signature]	
READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT					

Inventory Summary Report

Apparatus Summary

General

Inventory # 2928TRL
Inventory Type SPECIAL USE OFF ROAD
Description ENCLOSED TRAILER
Location
Manufacturer ALL PRO TRAILER
Vin # JG039020
Model 2A7X14CGR- 7x14 TANDEM ENCLOSED
Owner Inc Village of Northport

Picture



Apparatus Data

Department Information

Unit # 2-9-28-TRL
NFIRS 5.0 Type
NFIRS 5.0 Usage
Year 2018
Shop #
License #
Color WHITE
Active Apparatus Yes

Purchasing

Dates

Vendor
Cost \$0.00
Value \$0.00
Proceeds \$0.00
Expected Life
Inventory Status
Depreciation
Manufactured
Purchased
In Service
Refurbished
Out of Service
Date Sold
Expiration Date

Insurance Information

Apparatus Gauge Readings

Insurance Comp
Policy #
Insurance Date
Amount
Odometer
Engine Hours
Pump Hours
Aerial Hours
Date Checked
Date Checked
Date Checked
Date Checked

Dimensions and Chassis

Serial Number
Full Length
Wheel Base
Front Brakes
Back Brakes
Suspension

Warranty Information

Chassis
Body
Engine
Transmission
Pump

Tires

Description	Front (Lbs)	Back (Lbs)	Total
Tire Pressure			Not Applicable
Tire Weight Ratings			Not Applicable
Number per Axle		times	Axles
Tire Capacity per Axle			
Chassis Axle Ratings (combined)			
Actual Vehicle Axle Weights			
Front Tire Size			
Rear Tire Size			

Inventory Summary Report**Apparatus Summary****General****Picture**

Inventory # 2928
Inventory Type SPECIAL USE OFF ROAD
Description UTV SPECIAL USE VEHICLE
Location Fire Station->Headquarters
Manufacturer POLARIS
Vin # 3NSRTE876HG962600
Model RANGER
Owner Inc Village of Northport

**Apparatus Data****Department Information**

Unit # 2-9-28
NFIRS 5.0 Type Medical & rescue unit, other
NFIRS 5.0 Usage
Year 2017

Shop #
License #
Color
Active Apparatus Yes

Purchasing**Dates**

Vendor
Cost \$0.00
Value \$0.00
Proceeds \$0.00
Expected Life
Inventory Status
Depreciation

Manufactured
Purchased
In Service
Refurbished
Out of Service
Date Sold
Expiration Date

Insurance Information**Apparatus Gauge Readings**

Insurance Comp
Policy #
Insurance Date
Amount

Odometer	Date Checked
Engine Hours	Date Checked
Pump Hours	Date Checked
Aerial Hours	Date Checked

Dimensions and Chassis

Serial Number
Full Length
Wheel Base

Front Brakes
Back Brakes
Suspension

Warranty Information

Chassis
Body
Engine

Transmission
Pump

Tires

Description	Front (Lbs)	Back (Lbs)	Total
Tire Pressure			Not Applicable
Tire Weight Ratings			Not Applicable
Number per Axle		times Axles	
Tire Capacity per Axle			
Chassis Axle Ratings (combined)			
Actual Vehicle Axle Weights			
Front Tire Size			
Rear Tire Size			

CERTIFICATE OF ORIGIN FOR A VEHICLE



POLARIS
INDUSTRIES INC.

DATE

06/27/17

VEHICLE IDENTIFICATION NO.

3NSRTE876HG962600

BODY TYPE

RGR-17,900XP, PS, SLR. RED

H.P.(S.A.E.)

G.V.W.R.

NO.CYLS.

2

ENGINE SIZE

875 CC

ENGINE SERIAL NO.

0120548958929

MODEL YEAR

2017

LENGTH

"

SERIES OR MODEL

R17RTE87A4

ENGINE MODEL

1205489

INVOICE NO.

270588

MAKE

POLARIS

SHIPPING WEIGHT

1375

THIS OFF-ROAD VEHICLE IS NOT INTENDED FOR, AND
MAY NOT BE REGISTERED FOR, ON-ROAD USE.

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

JET SPORT ENTERPRISES, INC.
dba JET SPORT ENTERPRISES, INC
390 E JERICHO TURNPIKE
HUNTINGTON STATION NY 11746

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

POLARIS INDUSTRIES INC.

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

EVP of Finance/CFO

(AGENT)

PI005649125

MEDINA, MINNESOTA 55340 USA

CITY STATE

JET SPORT ENTERPRISES, INC.
dba JET SPORT ENTERPRISES, INC
390 E JERICHO TURNPIKE
HUNTINGTON STATION NY 11746

	<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than disclosed herein and warrant title to the vehicle.</p> <p style="text-align: center;">FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p>	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S) <u>Northport Fire Dept.</u></p> <p>ADDRESS <u>204 Main St Northport NY 11768</u></p> <p>I certify to the best of my knowledge that the odometer reading is _____</p> <p>DEALER <u>Jetsport</u> DEALER'S LICENSE NUMBER <u>7066950</u></p> <p>State of <u>NY</u> County of <u>Huntington Station, NY 11740</u></p>	<p>False Written Statements Herein Punishable Under NY Penal Law</p> <p>By: <u>[Signature]</u></p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</p> <p style="text-align: right;">Notary Public</p>
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____</p> <p>State of _____ County of _____</p>	<p>By: _____</p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</p> <p style="text-align: right;">Notary Public</p>
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____</p> <p>State of _____ County of _____</p>	<p>By: _____</p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</p> <p style="text-align: right;">Notary Public</p>
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S) _____</p> <p>ADDRESS _____</p> <p>I certify to the best of my knowledge that the odometer reading is _____ No Tenths</p> <p>DEALER _____ NAME OF DEALERSHIP _____ DEALER'S LICENSE NUMBER _____</p> <p>State of _____ County of _____</p>	<p>By: _____</p> <p>Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ Year _____</p> <p style="text-align: right;">Notary Public</p>
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No Tenths. <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage.</p> <p style="text-align: right;">WARNING ODOMETER DISCREPANCY</p> <p>Signature(s) of Seller(s) _____ Date of Statement _____ Date of Sale _____</p> <p>Printed Names(s) of Seller(s) _____ Dealer's No. _____</p> <p>Signature(s) of Purchaser(s) _____</p> <p>Printed Names(s) of Purchaser(s) _____</p> <p>Company Name (If Applicable) _____</p> <p>Address of Purchaser(s) _____</p> <p>State of _____ County of _____</p> <p style="text-align: right;">Notary Public</p>	
USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION		
LIENHOLDER	<p>1st lien in favor of _____</p> <p>whose address is _____</p> <p>2nd lien in favor of _____</p> <p>whose address is _____</p>	



Invoice #	5364
DL#	
DL#	



390 East Jericho Turnpike
HUNTINGTON STATION, NY 11746
(631) 427-4400

BUYERS NORTHPORT FIRE DEPT {144JJJ@GMAIL.COM}				PHONE NUMBER(s) H-(631) 704-4939		DATE SOLD 02-16-2018	
ADDRESS			CITY		COUNTY	STATE	ZIP
SALESPERSON Walter Negrelli		DELIVERY DATE 02-16-2018		DELIVERY INSTRUCTIONS			
UNIT #1: MAKE POLARIS	3922	YEAR 2017	SIZE 875cc	MODEL RANGER XP900	COLOR SOLAR RED	ODOMETER 0	VIN 3NSRTE876HG962600
UNIT #2: MAKE		YEAR	SIZE	MODEL	COLOR	ODOMETER	VIN
UNIT #3: MAKE		YEAR	SIZE	MODEL	COLOR	ODOMETER	VIN
UNIT #4: MAKE		YEAR	SIZE	MODEL	COLOR	ODOMETER	VIN

OPTIONAL EQUIPMENT AND ACCESSORIES		TOTAL PURCHASE	
SUBSTITUTED BY 2883278	399.99	Cash Price of ALL Units	10,399.00
K-ACCY,WNDSLD,PLT,HC,ZS	499.99	Optional Equipment and Accessories	N/A
		Freight and Prep	1,045.00
			N/A
			N/A
			N/A
			N/A
		DOC/Administrative Fees	45.00
		Sales Tax {0%}	N/A
		Sub-Total	11,489.00
Accessories Discount	899.98	Cash Down {incl. Deposit of \$11499.00}	11,499.00
Misc. Optional Equipment	N/A	Trade Allowance	N/A
Unlisted Accessories	N/A	Less Total Down Payment	11,499.00
Labor / Installation	N/A	Net Sale	-10.00
OPTIONAL EQUIPMENT CARRIED FORWARD	N/A	Trade Payoff	N/A
			N/A
PLATE:		Tire Tax/Disposal/Doc Stamp Fees	10.00
REGISTRATION:		License/Registration/Title Fees	N/A
		Total Other Fees	10.00
NYS TAX ID: 113206519		Unpaid Balance	N/A
NYS FACILITY: 7066950		NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE NEXT 2 PAGES.	

ALL APPLICABLE SALES TAX HAS BEEN COLLECTED

Lienholder:

DESCRIPTION OF TRADE-IN			
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE
	SERIAL NO.		
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE
	SERIAL NO.		
MAKE	YEAR	SIZE	MODEL / VEHICLE TYPE
	SERIAL NO.		
AMOUNT OWING	TO WHOM OWED		

TOTAL TRADE-IN ALLOWANCE	N/A
DEBT BUYER OWES ON TRADE-IN TO BE PAID BY:	DEALER BUYER

NOT VALID UNLESS SIGNED AND ACCEPTED BY AN OFFICER OF THE COMPANY

BY:

APPROVED, SUBJECT TO ACCEPTANCE OF FINANCING BY BANK OR FINANCE CO.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT

Dealer and Buyer(s) certify that the additional terms and conditions printed on the 2nd & 3rd pages of this contract are hereby accepted as part of this agreement the same as if printed above the signature. Buyer(s) certify that optional equipment, accessories, and insurance, if any, has been voluntarily purchased by Buyer(s). Buyer(s) trade-in is free from all liens and encumbrances whatsoever, except as Buyer(s) have indicated herein. (See Per. #3 and #12 on the 2nd & 3rd pages of this agreement). Dealer and Buyer(s) agree that if any paragraph or provision should violate the law and/or is unenforceable, the rest of this contract will remain valid.

☒ WHEN THIS BOX IS CHECKED, BUYER(S) UNDERSTAND THAT THE UNIT BUYER(S) IS/ARE BUYING FROM DEALER DESCRIBED ABOVE IS BEING SOLD TO BUYER(S) 'AS-IS' AND BUYER(S) ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT BUYER(S) DID USE BUYER(S) OWN JUDGEMENT AND INSPECTION.

BUYER(S) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT BUYER(S) HAVE READ THE FOLLOWING 2 PAGES OF THIS AGREEMENT.

BUYER(S) ALSO AGREE THAT THE BALANCE WILL BE PAID BY CASH, BANK DRAFT, CERTIFIED CHECK, OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY.

Buyer Sign

Co-Buyer Sign

Carry-On Trailer

INVOICE NO. 11804982

YEAR
2018

MAKE CARRY-ON TRAILER

BODY TYPE
CARGO

SHIPPING WEIGHT
1123 KG (2475 LB)

H.P. (S.A.E.)

G.V.W.R.
3175 KG (7000 LB)

NO. CYLS.

SERIES OR MODEL
7X14CGR

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

ALL PRO TRAILER SUPERSTORE, INC
6799 CARLISLE PIKE
(717)-795-9116
MECHANICSBURG, PA 17050

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

CARRY-ON TRAILER CORP.

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

6944518

LAVONIA GA

CITY - STATE

WARRANTY REGISTRATION CARD

Name: _____

Address: _____

Address: _____

City/State/ZIP: _____

Phone & E-Mail: _____

Date of Purchase: _____

Or, Mail This Completed Form To:

Carry-On Warrantly PO Box 542 Lavonia, GA 30553



4YMBC1422JG039020

7X14CGR

11804982

ALLPROPROD

6799 CARLISLE PIKE

(717)-795-9116

MECHANICSBURG, PA 17050QRCode

[illegible]

**MAKE SURE THE VIN
NUMBER ON THE TRAILER
MATCHES THIS NUMBER**

ARKING - 2/7/2018 : 7:00:46 AM





6799 Carlisle Pike
Mechanicsburg, PA 17050

(717) 795-9116 Parts and Service All Pro West Truck & Trailer Accessories, Inc. (800) 622-7003 Toll Free
www.trailersuperstore.com sales@trailersuperstore.com

Bill To: NORTHPORT VOLUNTEER FIRE
NORTHPORT VOLUNTEER FIRE
204 MAIN STREET
NORTHPORT, NY 11768
631-300-7446

Part Number	Description	VIN	Disc %	Qty	Price	Ext Price	Tax
X14CGR-9020	WHITE 7X14CGR 12" UP-39020	4YMB1422JG039020	5.75%	1	\$4,900.00	\$4,900.00	
CARRY-ON TRAILER	7000 GVW 2475 UNLADEN	RAMP DOOR, SIDE DOOR					12" ADDED HEIGHT
	WALL VENTS	#22302					
DEALER PREP 2	DEALER PREP TANDEM AXLE			1	\$100.00	\$100.00	
ALL PRO PRODUCTS							
IN-TRANSIT FEE	IN-TRANSIT FEE			1	\$90.00	\$90.00	
Department of Motor V							
	PA TIRE TAX			4	\$1.00	\$4.00	

COMMONWEALTH OF

Warranty card/owners
manual received


Initial

Subtotal: \$5,094.00
Local Sales Tax 0 % Tax + \$0.00
RECEIPT TOTAL: \$5,094.00

Check: \$5,094.00 17612

Total Deposit Taken: \$0.00

Customer Signature: 

Date 8-18-18


3153-875
MAIL MCO ONCE CHECK CLEARS

From Sales Order #44513
Thanks for shopping with us!



119394

Eric Miller
All Pro Trailer Superstore, Inc.
DIN #859733



Accounts Payable

Voucher Approval List

User: j.dorio@northportny.gov
Printed: 07/28/2023 - 10:32AM
Batch: 00005.07.2023 - BOT 08012023



Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
807		ADVANCE AUTO PARTS	PARKING BRAKE	A0-1640-0409-0000	93.99
833		AFLAC NEW YORK	JULY MEDICAL SUPPLEMENTAL	A0-9060-0807-0000	994.12
808		ALL FLAG & FLAGPOLES, INC	5X8 NY FLAG	A0-7140-0409-0000	120.00
809		AL'S AUTO PARTS	OIL, BULBS AND MISC	A0-1640-0409-0000	673.55
809		AL'S AUTO PARTS	2.5 GALLON DEF	A0-1640-0409-0000	93.00
836		AMAZON CAPITAL SERVICES	HAND SOAP	A0-1410-0400-0000	19.72
836		AMAZON CAPITAL SERVICES	IPHONE CASE	A0-1440-0409-0000	12.99
836		AMAZON CAPITAL SERVICES	PAPER TOWELS	A0-1325-0400-0000	43.24
810		AMAZON CAPITAL SERVICES	CORK BOARD AND MISC AND TRACTOR SUSPENSION SEAT	A0-5110-0409-0000	244.01
836		AMAZON CAPITAL SERVICES	DELL COMP FOR VH	A0-1680-0200-0000	825.66
836		AMAZON CAPITAL SERVICES	CLIP SINGLE GAS CO MONITOR	A0-1440-0409-0000	308.22
836		AMAZON CAPITAL SERVICES	LABELS	A0-8010-0400-0000	30.36
811		ANY-PART AUTO PARTS OF HUNTINGTON	SHIFT SELECT	A0-1640-0409-0000	74.33
811		ANY-PART AUTO PARTS OF HUNTINGTON	SENSOR	A0-1640-0409-0000	40.80
811		ANY-PART AUTO PARTS OF HUNTINGTON	BELT	A0-1640-0409-0000	18.03
811		ANY-PART AUTO PARTS OF HUNTINGTON	BELT	A0-1640-0409-0000	34.17
811		ANY-PART AUTO PARTS OF HUNTINGTON	OIL COOPER LINE	A0-1640-0409-0000	83.72
811		ANY-PART AUTO PARTS OF HUNTINGTON	TAIL LAMP	A0-1640-0409-0000	100.50
812		ANY-PART AUTO PARTS OF HUNTINGTON	LT275/65R18E	A0-1640-0409-0000	796.64
796		BARNWELL HOUSE OF TIRES	40.845 GALS POLICE BOAT	A0-3120-0416-0000	205.00
BRITANNIA					
837		BRITANNIA	PUMP OUT BOAT	A0-7180-0403-0000	196.08
837		BRITANNIA	PUMP OUT BOAT	A0-7180-0403-0000	110.98
796		BRITANNIA	40.169 GALS POLICE BOAT	A0-3120-0416-0000	200.00
838		CANON FINANCIAL SERVICES	JULY LEASE	A0-1410-0400-0000	401.00
841		CARDMEMBER SERVICE	SUBSCRIPTIONS	A0-1410-0400-0000	2.99
841		CARDMEMBER SERVICE	PD EQUIPMENT	A0-3120-0211-0000	1,232.33
841		CARDMEMBER SERVICE	SUBSCRIPTIONS AND RECORD MGT	A0-3120-0409-0000	743.77
839		CAROLYN FALANGO	COURT REPORTER	A0-1110-0400-0000	250.00
813		CHOICE DISTRIBUTION	CAP SCREWS, HEX NUTS AND WASHERS	A0-5110-0409-0000	673.34
840		CLARIS GROSS	SPANISH INTERPRETER	A0-1110-0400-0000	190.00
842		CUMMINS SALES AND SERVICE	MAINTENANCE INSPECTION	A0-1620-0409-0000	1,381.30

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
843		DONALD TESORIERO	MILEAGE FOR TRAINING	A0-1620-0409-0000	161.13
844		EGAN & GOLDEN	VILLAGE LEGAL INVESTIGATION	A0-1420-0400-0002	918.75
814		EMPIRE FORD	CONVERT, SENSOR, GASKET POLICE 902 PD	A0-1640-0409-0000	984.95
814		EMPIRE FORD	BRAKES	A0-1640-0409-0000	475.98
845		ESCOPE SOLUTIONS	FIREWALL MGT	A0-1680-0400-0000	1,580.00
847		FIRST ADVANTAGE	DRUG TEST 2 TESTED	A0-4189-0400-0000	81.12
797		FLANAGAN SECURITY AND INVESTIGATION;	K9 PRIDEFEST IN THE PARK	A0-3120-0410-0000	525.00
797		FLANAGAN SECURITY AND INVESTIGATION;	CONCERT IN PARK K9	A0-3120-0410-0000	315.00
797		FLANAGAN SECURITY AND INVESTIGATION;	K9 DOGS FAMILY NIGHT	A0-3120-0410-0000	630.00
846		FUNDAMENTAL BUSINESS SERVICE	COMMISSION ON PARKING	A0-1110-0400-0000	861.00
848		GALLS, LLC	FIRE MARSHALL PATCHES	A0-8664-0409-0000	600.00
848		GALLS, LLC	FIRE MARSHALL POLO	A0-8664-0409-0000	64.92
849		GATHMAN & BENNETT L.L.P.	VILLAGE ATTORNY AUGUST	A0-1420-0400-0000	10,416.67
815		GLOBAL MONTELLO GROUP CORP	ULSD CLEAR FUEL	A0-1640-0403-0000	631.91
816		GRAINGER	LIGHTS	A0-1640-0409-0000	73.04
817		HENDRICKSON FIRE RESCUE EQUIPMENT	FREIGHTLINER AIR DRYER CARTRIDGE	A0-1640-0409-0000	47.85
867		INSTALLGAS.COM	INSTALL GAS LINE FROM NEW GAS SERVICE TO GENERAT	A0-5110-0200-0000	4,500.00
798		JONES DRUG STORE	EPINEPHRINE INJECTIONS	A0-3120-0409-0000	275.00
850		KANE EXTERMINATING CORP	STEERS PARK	A0-7140-0409-0000	770.61
850		KANE EXTERMINATING CORP	SCUDDER PARK	A0-7140-0409-0000	445.00
851		KEN MAR FIRE EXT CO	EXTINGUISHER INSPECTION - PD	A0-1620-0409-0000	193.00
818		KINGS PARK MATERIALS LLC	MISC PATCHING	A0-5110-0406-0000	265.05
818		KINGS PARK MATERIALS LLC	MISC PATCHING	A0-5110-0406-0000	598.69
818		KINGS PARK MATERIALS LLC	MISC PATCHING	A0-5110-0406-0000	90.95
819		KP EDWARDS	CONCRETE	A0-5110-0406-0000	795.00
819		KP EDWARDS	CONCRETE	A0-5110-0406-0000	1,180.00
819		KP EDWARDS	CONCRETE	A0-5110-0406-0000	795.00
819		KP EDWARDS	CONCRETE	A0-5110-0406-0000	1,422.75
834		LIGHTPATH	FD PHONES	A0-3410-0401-0000	3,676.63
835		LIGHTPATH	VH PHONES	A0-3410-0401-0000	2,636.45
852		LONG ISLAND EXTERMINATING	BASEMENT AT VH ANTS	A0-1620-0409-0000	175.00
820		MASTER NICKS EQUIP REPAIR	MIX OIL AND GATORLINE	A0-7140-0409-0000	87.00
820		MASTER NICKS EQUIP REPAIR	AIR FILTER AND INTAKE FILTER	A0-7140-0409-0000	75.00
820		MASTER NICKS EQUIP REPAIR	AIR FILTER AND INTAKE FILTER	A0-7140-0409-0000	65.75
820		MASTER NICKS EQUIP REPAIR	TRIMMER	A0-7140-0409-0000	320.00
820		MASTER NICKS EQUIP REPAIR	MIX OIL AND GATORLINE	A0-7140-0409-0000	140.00
853		NASSAU-SUFFOLK COURT CLERK'S ASSC.	T KARP AND D BELMONTE CLERK MEETING	A0-1110-0400-0000	110.00
856		NEW YORK TRENCHLESS, INC	NPT STREET LIGHT MAINT	A0-5182-0400-0000	625.00
856		NEW YORK TRENCHLESS, INC	STEERS HILL	A0-5182-0400-0000	360.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
856		NEW YORK TRENCHLESS, INC	NPT DOCK LIGHTING	A0-5182-0400-0000	953.11
821		NORTHPORT MARINE SUPPLY CORP.	DOCK LINES	A0-7180-0409-0000	107.46
822		NORTHPORT SPRING & BRAKE	HEAVY SAFETY INSPECTION - TOPKICK	A0-1640-0409-0000	45.00
822		NORTHPORT SPRING & BRAKE	HEAVY SAFETY INSPECTION - FREIGHTLINER	A0-1640-0409-0000	45.00
855		NYS SOCIETY OF MUNICIPAL FINANCE OFFIC	S COSTELLO J D'ORIO MEMBERSHIP	A0-1325-0400-0000	80.00
823		OSBURN ASSOCIATES, INC.	OVERLAY, 30" X 50 YDS RED OL-2008SF (1 ROLL)	A0-5110-0407-0000	393.75
823		OSBURN ASSOCIATES, INC.	FACE, (R1-1) 30 X 30, R NA, STOP, TYPE IV REVR/W	A0-5110-0407-0000	68.80
857		PALACE ELECTRIC CONTRACTORS, INC.	DOWNSTAIRS REST ROOM	A0-1620-0409-0000	308.88
868		PHIL ADAM INTERIORS INC.	DEPOSIT ON WORK AT FIRE HOUSE PER PW CHARGE THEII	A0-3410-0200-0001	8,526.00
825		PHIL MACEDONIO	UNIFORM REIMBURSEMENT 2023/2024	A0-5110-0423-0000	575.73
824		PLANET EARTH RECYCLING & RECOVERY	OIL TANK RECYCLING	A0-1640-0409-0000	198.00
858		PSEG	JUNE STREET LIGHTS	A0-5182-0401-0000	2,319.52
859		ROLAND BUZARD	MILEAGE FOR TRAINING	A0-1440-0409-0000	196.50
860		SALERNO BROKERAGE CORP	MV RENEWAL	A0-1910-0400-0000	20.00
860		SALERNO BROKERAGE CORP	MV RENEWAL	A0-1910-0400-0000	10.00
862		LAUREN SESSA	ARCHIES PUBLIC MTG 7/5/2023 6/7/2023	A0-8989-0400-0000	682.00
863		SOKOLOFF STERN LLP	VILLAGE LEGAL INVESTIGATION	A0-1420-0400-0002	8,402.50
826		SPRAGUE OPERATING RESOURCES LLC.	RFG/OXY 87	A0-1640-0403-0000	2,721.41
826		SPRAGUE OPERATING RESOURCES LLC.	RFG/OXY 87	A0-1640-0403-0000	2,503.79
861		SUFF CO VILLAGE OFF ASSN.	ANNUAL DUES	A0-1920-0400-0000	1,250.00
854		THE NORTH SHORE NEWS	HELP WANTED ADS	A0-1410-0400-0000	229.00
854		THE NORTH SHORE NEWS	LEGAL NOTICE	A0-1410-0400-0000	137.35
854		THE NORTH SHORE NEWS	LEGAL NOTICE	A0-1410-0400-0000	6.64
854		THE NORTH SHORE NEWS	LEGAL NOTICE	A0-1410-0400-0000	137.35
827		TIFCO INDUSTRIES	INFERNO CUTOFF WHEEL	A0-5110-0409-0000	84.75
827		TIFCO INDUSTRIES	BRUSH AND SPRAYER	A0-5110-0409-0000	51.46
870		TOTAL COLLECTION SERVICES INC.	JULY RUBBISH REMOVAL	A0-8160-0400-0000	73,206.25
828		TOWN OF BROOKHAVEN	SWEEPINGS 10.63 TN \$28.00/TN	A0-8160-0401-0000	297.64
829		TOWN OF HUNTINGTON WASTE MANAGEMEN	DUMPED MATERIAL	A0-8160-0401-0000	87.20
864		TROY & BANKS	CONSULTING SVCS ON UTILITY SAVINGS	A0-1325-0400-0000	1,478.02
830		UNITED STATES BRONZE	PARK BENCH	A0-7140-0409-0000	523.75
830		UNITED STATES BRONZE	PARK BENCH	A0-7140-0409-0000	523.75
865		W.B. MASON	TOILET TISSUE	A0-1620-0409-0000	209.97
865		W.B. MASON	WATER FOR VH	A0-1620-0409-0000	113.08
831		W.B. MASON	BLEACH AND CLEANERS	A0-7140-0409-0000	239.52
832		WOODS MEN AND BOYS CLOTHING	HIGHWAY UNIFORMS	A0-5110-0423-0000	403.60
866		ADJO CONTRACTING CORP.	PMT REQUEST 2 BLUFF POINT ROAD AREA	H0-8120-0409-0005	834,846.18
799		BRISCOE PROTECTIVE LLC	SMOKE ALARM	G0-8130-0419-0000	795.95
800		CLEARBROOK	528712 529054 529055 BULK HAUL	G0-8130-0405-0000	3,720.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
800		CLEARBROOK	529056 529057 529306 VACTOR DISPOSAL AND BULK HAUL	G0-8130-0405-0000	7,191.50
801		FISHER SCIENTIFIC		G0-8130-0404-0001	227.52
802		FLEET PUMP & SERVICE GRP	CONTRACT #PPE-060120 ENVIRONMENTAL DISPOSAL FEE	G0-8130-0200-0000	75.00
802		FLEET PUMP & SERVICE GRP	REBUILD BROKEN FILTER FEED PUMP3 102.190-0012 CONTR	G0-8130-0200-0000	5,711.00
802		FLEET PUMP & SERVICE GRP	CONTRACT #PPFR-070219 LABOR	G0-8130-0200-0000	1,200.00
803		MANUFACTURERS & TRADERS TRC	ADMIN FEE OF EFC DEBT	G0-8130-0409-0000	1,612.00
804		MAXIMUM ENVIRONMENTAL MANAGEMENT	SAMPLE PICK UP AND ANALYSIS	G0-8130-0404-0001	245.50
804		MAXIMUM ENVIRONMENTAL MANAGEMENT	SAMPLE PICK UP AND ANALYSIS	G0-8130-0404-0001	245.50
805		SUFFOLK COUNTY WATER AUTHORITY	METER READINGS ADMIN FEE	G0-1930-0400-0000	1,532.50
806		USA BLUEBOOK	SETTLEOMETER KIT	G0-8130-0404-0001	120.50
869		TOWN OF HUNTINGTON AUDIT CONTROL	AUGUST RENT FOR ELECTRIC AND WATER ON DOCK	A0-0000-0030-0001	100.00
Warrant Total:					1,012,922.97

General Ledger

Budget Adjustment Proof List

User: j.dorio@northportny.gov
Printed: 07/28/2023 - 11:10AM
Fiscal Year: 2024
Batch: 00001.07.2023 - BOT 08012023 - 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							
A0-0000-2001-0002	PARK FEES - BENCHES	Annual	0.00	1,360.00	0.00	TO INC BUD FOR PARK REV RECD	
	Period Total:		0.00	1,360.00	0.00		
	Revenue Total:		0.00	1,360.00	0.00		
	Revenue Total:		0.00	1,360.00	0.00		
	Expense Total:		0.00	0.00	0.00		
	DEPT 0000 - . Net Amount:		0.00	-1,360.00	-1,360.00		
DEPT 1420 - LAW/ATTORNEY							
EXPENSE							
Annual Budget							
A0-1420-0400-0001	CONTRACTUAL EXPENSE.V	Annual	4,950.00	6,750.00	1,800.00		From A0-1420-0400-0002
A0-1420-0400-0002	CONTRACTUAL EXPENSE.C	Annual	26,300.00	24,500.00	-1,800.00		To A0-1420-0400-0001
	Period Total:		31,250.00	31,250.00	0.00		
	Expense Total:		31,250.00	31,250.00	1,800.00		
	Revenue Total:		0.00	0.00	0.00		
	Expense Total:		31,250.00	31,250.00	1,800.00		
	DEPT 1420 - LAW/ATTORNEY Net Amount:		31,250.00	31,250.00	0.00		
DEPT 3120 - POLICE							
EXPENSE							
Annual Budget							
A0-3120-0409-0000	POLICE MISCELLANEOUS E.	Annual	65,738.27	64,738.27	-1,000.00		To A0-3120-0416-0000
A0-3120-0416-0000	POLICE BOAT MAINTENANC	Annual	5,000.00	6,000.00	1,000.00		From A0-3120-0409-0000
	Period Total:		70,738.27	70,738.27	0.00		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
DEPT 3320 - ON-STREET PARKING EXPENSE Annual Budget A0-3320-0100-0000 A0-3320-0101-0000		Expense Total:	70,738.27	70,738.27	1,000.00		
		Revenue Total:					
		Expense Total:	0.00	0.00	0.00		
		DEPT 3120 - POLICE Net Amount:	70,738.27	70,738.27	1,000.00		
					0.00		
		METER PERSONNEL SALARY Annual	75,265.00	75,015.00	-250.00		To A0-3320-0101-0000
		OVERTIME Annual	0.00	250.00	250.00		From A0-3320-0100-0000
		Period Total:	75,265.00	75,265.00	0.00		
		Expense Total:	75,265.00	75,265.00	250.00		
DEPT 3320 - ON-STREET PARKING MED EXPENSE Annual Budget A0-3320-0100-0000		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	75,265.00	75,265.00	250.00		
		DEPT 3320 - ON-STREET PARKING Net Amount:	75,265.00	75,265.00	0.00		
DEPT 4189 - DRUG TEST/EMERGENCY MED EXPENSE Annual Budget A0-4189-0400-0000		Expense Total:	1,000.00	2,000.00	1,000.00		From A0-5110-0409-0000
		Period Total:	1,000.00	2,000.00	1,000.00		
		Expense Total:	1,000.00	2,000.00	1,000.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	1,000.00	2,000.00	1,000.00		
		DEPT 4189 - DRUG TEST/EMERGENCY MED Net Amou	1,000.00	2,000.00	1,000.00		
DEPT 5110 - INFRASTRUCTURE EXPENSE Annual Budget A0-5110-0200-0000 A0-5110-0409-0000		Expense Total:	100,000.00	99,000.00	-1,000.00		To A0-8160-0405-0000
		Period Total:	39,020.00	38,020.00	-1,000.00		To A0-4189-0400-0000
		Revenue Total:	139,020.00	137,020.00	-2,000.00		
		Expense Total:	139,020.00	137,020.00	0.00		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
DEPT 7140 - RECREATION EXPENSE Annual Budget A0-7140-0409-0000	DEPT 5110 - INFRASTRUCTURE	Revenue Total:	0.00	0.00	0.00		
		Expense Total:	139,020.00	137,020.00	0.00		
		DEPT 5110 - INFRASTRUCTURE Net Amount:	139,020.00	137,020.00	-2,000.00		
PARK MISCELLANEOUS EXPENSE Annual Budget A0-7140-0409-0000	PARK MISCELLANEOUS EXPENSE	Annual	24,000.00	25,360.00	0.00	TO INC PARK MISC OFFSET BY PARK BENCH REV	
		Period Total:	24,000.00	25,360.00	0.00		
		Expense Total:	24,000.00	25,360.00	0.00		
DEPT 7140 - RECREATION EXPENSE Annual Budget A0-7140-0409-0000	DEPT 7140 - RECREATION	Revenue Total:	0.00	0.00	0.00		
		Expense Total:	24,000.00	25,360.00	0.00		
		DEPT 7140 - RECREATION Net Amount:	24,000.00	25,360.00	1,360.00		
DEPT 8160 - REFUSE & GARBAGE COLLECT EXPENSE Annual Budget A0-8160-0405-0000	STREET SWEEPINGS	Annual	2,000.00	3,000.00	1,000.00		From A0-5110-0200-0000
		Period Total:	2,000.00	3,000.00	1,000.00		
		Expense Total:	2,000.00	3,000.00	1,000.00		
DEPT 8160 - REFUSE & GARBAGE COLLECT EXPENSE Annual Budget A0-8160-0405-0000	DEPT 8160 - REFUSE & GARBAGE COLLECT	Revenue Total:	0.00	0.00	0.00		
		Expense Total:	2,000.00	3,000.00	1,000.00		
		DEPT 8160 - REFUSE & GARBAGE COLLECT Net Amount:	2,000.00	3,000.00	1,000.00		
FUND H0 - CAPITAL FUND DEPT 1620 - BUILDINGS EXPENSE Annual Budget H0-1620-0200-0000	FUND A0 - GENERAL FUND	Revenue Total:	0.00	1,360.00	0.00		
		Expense Total:	343,273.27	344,633.27	5,050.00		
		FUND A0 - GENERAL FUND Net Amount:	343,273.27	343,273.27	0.00		
VILLAGE BLDGS Annual Budget H0-1620-0200-0000	VILLAGE BLDGS	Annual	92,525.80	13,760.93	-78,764.87		To H0-5110-0200-0000
		Period Total:	92,525.80	13,760.93	-78,764.87		

Account Number	Description	Period	Original Budget	New Budget	Transfer Amt.	Transaction Description	Transfer Description
DEPT 5110 - INFRASTRUCTURE EXPENSE Annual Budget H0-5110-0200-0000	DEPT 1620 - BUILDINGS	Expense Total:	92,525.80	13,760.93	0.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	92,525.80	13,760.93	0.00		
		DEPT 1620 - BUILDINGS Net Amount:	92,525.80	13,760.93	-78,764.87		
		Annual	0.00	78,764.87	78,764.87		From H0-1620-0200-0000
		Period Total:	0.00	78,764.87	78,764.87		
		Expense Total:	0.00	78,764.87	78,764.87		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	0.00	78,764.87	78,764.87		
		DEPT 5110 - INFRASTRUCTURE Net Amount:	0.00	78,764.87	78,764.87		
DEPT 8120 - SANITARY SEWERS EXPENSE Annual Budget H0-8120-0400-0002 H0-8120-0409-0005	SHORELINE REHAB BLUFF POINT EXPANSION D	Annual	2,100,000.00	0.00	-2,100,000.00		To H0-8120-0409-0005
		Annual	0.00	2,100,000.00	2,100,000.00		From H0-8120-0400-0002
		Period Total:	2,100,000.00	2,100,000.00	0.00		
		Expense Total:	2,100,000.00	2,100,000.00	2,100,000.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	2,100,000.00	2,100,000.00	2,100,000.00		
		DEPT 8120 - SANITARY SEWERS Net Amount:	2,100,000.00	2,100,000.00	0.00		
		Revenue Total:	0.00	0.00	0.00		
		Expense Total:	2,192,525.80	2,192,525.80	2,178,764.87		
		FUND H0 - CAPITAL FUND Net Amount:	2,192,525.80	2,192,525.80	0.00		



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

Page 1 of 1

Customer: Northport, Village of

CFS App #: 1950523

Salesperson: Joseph M. Tanella

Agreement #: MA40469

Transaction #: S1387163

Order Date: 07/26/23

Billing Information		Customer Account: 1042901	
Company: Northport, Village of		Payment Information	
DBA: NORTHPORT POLICE DEPARTMENT		Listed Items Lease Term	# of Lease Payments
Address: 224 MAIN ST		63 Months	63
Address 2:		Payment* (*Plus Applicable Taxes)	CFS Invoicing
City: NORTHPORT		Total	Lease Payment shall be invoiced Monthly
State: NY Zip: 11768-1726		\$160.00	
Phone #: 631.261.7500		Due at Signing	
Contact: Chris Hughes		# of Payments in Advance	Total Due at Signing
Fax #:		0	\$0.00
Email: c.hughes@northportny.gov			
Rider A applies (Office Equip/Cut Sheet Production)		Covered Images Included in Payment	Equipment Maintenance Information
		B&W: 0 Color: 0	Maintenance included for all Equipment
			Excess Per Image Charge invoiced Quarterly by CFS
			Per Unit Coverage Plan
			Fixed Price Plan
			Other Transaction Details
			Purchase Option: Fair Market Value
			Excess Per Image Charge(s)
			B&W: \$0.007500 Color: \$0.042000
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3827C002	IRADVDC5840I	1	Shipping: 224 MAIN ST
4034C001	INNER 2WAY TRAY-M1	1	Delivery Date: 07/28/23
4032C001	INNER TRAY (1ST COPY TRAY KIT-A1)	1	Address 2:
5358C001	CABINET TYPE-V	1	City: NORTHPORT
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	County: SUFFOLK
3923V843	INSTALL PAK DX C5870I/C5860i/C5850i/C5840i	1	State: NY Zip: 11768-1726
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Primary Customer Contact: Chris Hughes
		1	Phone #: 631.261.7500
		1	Email: c.hughes@northportny.gov
		1	Meter Contact:
		1	Phone #:
		1	Email:
		1	IT Contact: Chris Hughes
		1	Phone #: 631.261.7500
		1	Email: c.hughes@northportny.gov
		1	Billing:
		1	Address 2:
		1	City:
		1	County:
		1	State:
		1	Zip:
		1	Billing Contact:
		1	Phone #:
		1	Email:
		1	Elevator: No
		1	Loading Dock: No
		1	# of Steps: 0
		1	Hrs of Operation: 9-5
Additional Requirements:			
		Consumables: Toner Only	
		Auto-Toner Fulfillment**	
		Meter Method: Remote Reporting Agent	
		Corporate Advantage	
		For CSA USE ONLY:	
		Config: A 75351892	
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.			
Customer Authorized Signature:		Printed Name:	Title:
			Date:
ACCEPTANCE CERTIFICATE			
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.			
Authorized Signature:		Printed Name:	Title:
			Date:
For Internal Purposes Only:			
CFS Authorized Signature:		Printed Name:	Title:
			Date:



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: Northport, Village of**Salesperson:** Joseph M. Tanella**Agreement #:** MA40469**Transaction #:** S1387163**Order date:** 07/26/23

Customer ("You")	Customer Account: 1042901	Service Requested:	
Company: Northport, Village of		Buyout Reimbursement	
Address: 224 MAIN ST		Lease Information (if applicable)	
City: NORTHPORT	County: SUFFOLK	Leasing company name	Lease Number
State: NY	Zip: 11768-1726		
Phone: 631.261.7500			
Contact name: Chris Hughes			
Email: c.hughes@northportny.gov			
Alternate Contact:			
Alternate Phone:			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ 2,775.00 To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: You**Reason for check issuance:****If transaction includes a Lease Upgrade or Buyout the following MUST be completed:**

- Select one:**
- ☐ Not Applicable: No Equipment pick up required
 - ☐ CSA will pick up the Equipment
 - ☐ Return Equipment to CFS
 - ☐ Return Equipment to CSA Original Order Date _____
 - ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
 - ☐ You will retain the equipment.
 - Will retained equipment remain under a CSA Maintenance Agreement?
 - ☐ No
 - ☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition:**Equipment for Trade-In, Upgrade, or Return****If transaction includes a Lease return the following MUST be completed:**

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date

Pick Up /Return Information:

- ☐ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Chris Hughes**Phone:** 631.261.7500**Email:** c.hughes@northportny.gov**Hours of Operation:** 9-5**Number of Steps:** 0**Elevator:** No**Loading Dock:** No**Special Instructions:**

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](https://ess.csa.canon.com/customerdocuments), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name

Title

Date

**AGREEMENT FOR GREEN INFRASTRUCTURE ENGINEERING AND
TECHNICAL SERVICES**

By and Between

THE VILLAGE OF NORTHPORT VILLAGE BOARD OF TRUSTEES

and

NELSON, POPE & VOORHIS, LLC

THIS AGREEMENT, entered into as of July ___, 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 determined to submit a grant request to the NYS Department of State for purposes of water quality sub-watershed planning; and

WHEREAS, NPV assisted the Village in preparing the Scope for the grant request, which was subsequently awarded to the Village of Northport; and

WHEREAS, consistent with the NYSDOS requirements, the Village sought proposals from potential bidders that demonstrate relevant and extensive experience with green infrastructure planning, design, and bidding; and

WHEREAS, NPV submitted a proposal to the Village Board which demonstrated significant depth and relevant experience with green infrastructure planning and experience specific to the issues and opportunities that address stormwater issues within the village; and

WHEREAS, the Village Board selected NPV to prepare the green infrastructure engineering designs and plans; and

WHEREAS, the Village Board wishes to retain NPV 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 engineering plans in accordance with the proposal submitted to the Village Board, which Scope of Services is attached.

C. Time of Performance

1. The Consultant shall provide services in connection with the above at the direction of the Mayor, Assistant to the Mayor, or other designated representative of the Village Board.
2. It is agreed that Mr. Rusty Schmidt and Mr. Russell Scott, P.E., shall be primarily responsible for overseeing and managing the engineering plans, and to represent NPV before the village's boards and committees. It is understood that Mr. Schmidt will be the primary NELSON, POPE & VOORHIS, LLC employee and Mr. Scott is the NELSON & POPE engineering partner overseeing these services.
3. For the work performed under the "ADDENDUM TO AGREEMENT FOR PROFESSIONAL GREEN INFRASTRUCTURE ENGINEERING AND TECHNICAL SERVICES" the timeframe for completion is estimated to be 18-24 months, as set forth therein. Performance of the services is expressly contingent on receipt of \$72,000.00 in grant funds from New York State and Suffolk County.

D. Compensation and Method of Payment

1. For this assignment, the budget for NPV services is \$72,000.
2. 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

July 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.

Attachment A –Green Infrastructure Scope

VILLAGE OF NORTHPORT
PROFESSIONAL PLANNING AND ENVIRONMENTAL SERVICES

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

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 July ___, 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, 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. This general agreement 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.

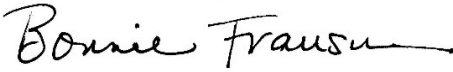
D. Compensation and Method of Payment

1. The attached Schedule includes the hourly rates specific to the Services set forth herein.
2. Typical out-of-pocket expenses are billed with no additional markup. NPV does not charge for mileage back and forth to a meeting.
3. 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.
4. 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

July 25, 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.

AGREEMENT FOR COMPREHENSIVE PLANNING SERVICES

By and Between

THE VILLAGE OF NORTHPORT VILLAGE BOARD OF TRUSTEES

and

NELSON, POPE & VOORHIS, LLC

THIS AGREEMENT, entered into as of July ___, 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 determined to submit a grant request to the NYS Department of State for purposes of preparing a comprehensive plan; and

WHEREAS, NPV assisted the Village in preparing the Scope for the grant request, which was subsequently awarded to the Village of Northport; and

WHEREAS, consistent with the NYSDOS requirements require that the Village seek proposals from potential bidders that demonstrate relevant and extensive experience with municipal comprehensive planning, and Village officials interviewed three (3) consulting firms, of which NPV was one of those firms; and

WHEREAS, NPV submitted a proposal to the Village Board which demonstrated significant depth and relevant experience with comprehensive planning and studies, and zoning experience, specific to the issues and opportunities that will be addressed in the comprehensive plan, and determined that they would best represent the Village for this assignment; and

WHEREAS, the Village Board selected NPV to prepare the comprehensive plan; and

WHEREAS, the Village Board wishes to retain NPV 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 comprehensive planning services in accordance with the proposal submitted to the Village Board, which Scope of Services is attached.

C. Time of Performance

1. The Consultant shall provide services in connection with the above at the direction of the Mayor, Assistant to the Mayor, or other designated representative of the Village Board.
2. 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 the comprehensive plan, 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 services.
3. For the work performed under the "ADDENDUM TO AGREEMENT FOR PROFESSIONAL PLANNING AND ENVIRONMENTAL SERVICES, 2023-1: COMPREHENSIVE PLAN SERVICES" the timeframe for completion is estimated to be 18-24 months, as set forth therein. Performance of the services is expressly contingent on receipt of \$90,000.00 in grant funds from New York State.

D. Compensation and Method of Payment

1. For this assignment, the budget for NPV services is \$90,000.
2. 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

July 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.

Attachment – Comprehensive Plan Scope

VILLAGE OF NORTHPORT COMPREHENSIVE PLAN SCOPE OF 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 vision, and draft goals, objectives, proposed land uses, and projects based off the first workshop.

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

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.

July 12, 2023

Roland Buzard
Village Administrator
Incorporated Village of Northport
224 Main Street
Northport, NY 11768

**RE: Existing Wood Pier Repair
Incorporated Village of Northport
Engineering Design Services Proposal**

Dear Mr. Buzard:

Thank you for considering J.Pontieri, P.E., D.P.C. (JPCE) Consulting Engineers to provide engineering services for the existing wooden pier located at the end of Main Street within the Incorporated Village of Northport. This proposal is intended to clarify the scope, schedule, and associated cost of the engineering tasks associated with this project to ensure a mutual understanding moving forward.

SCOPE

Based upon our conversation with Mr. Roland Buzard, we understand that the Village of Northport is looking to solicit proposals to prepare design drawings and bid documents to complete the necessary repairs for the existing wooden pier located at the end of Main Street in the Village of Northport for phase 2 of the original scope of work prepared by our office. We have provided the following scope of work beneath each task that we anticipate providing as part of our proposal:

Task I – Preparation of Design Drawings and Specifications for Municipal Bidding (Phase 2)

Under this task we will provide you with a completed set of engineering design drawings along with specifications for municipal bidding for phase 2 of the original plan we had prepared. We anticipate performing the following:

- Preparation of wooden pier repair drawings for phase 2 of the original plan that had been prepared by our office. Additionally, we strongly recommend that a review of the existing electrical systems feeding the existing pier be evaluated.
- Preparation of associated written specifications, we anticipate you will provide us with your typical front-end specifications that will be incorporated into the bid package.
- Provide labor wage rates at the time of bidding
- Response to contractor RFIs during bidding

Task II – Construction Phase Services

This task will include professional engineering services during construction. To complete this task we anticipate having to perform some or all of the following:

- Contractor bid leveling assistance
- Preparation of design drawings modifications during construction
- Site inspections during construction
- Response to contractor RFIs during construction

Task III – Additional Services

Additional services can be provided if desired or needed by the Owner but are not expected to be within our scope of work. Additional services which you may desire can include some or all of the following, but are not limited to:

- Cost Estimation
- Geotechnical Reporting
- Preparation of as-built record drawings
- Additional redesign efforts

Any other services not explicitly included in the scope of work outlined herein are excluded from this proposal.

SCHEDULE

We offer the following schedule based upon the scope of work provided above for each task:

Task I – Preparation of Design Drawings and Specifications for Municipal Bidding (Phase 2)

A municipal bid package including design drawings and associated specifications will be provided to you within (6) six weeks following receipt of your authorization to proceed with this work.

Task II – Construction Phase Services

Services will be rendered under this task in accordance with the pace of construction on an as needed basis at the direction of the Village of Northport.

Task III – Additional Services

Additional services will be rendered as requested with a mutually agreeable schedule at the time the scope of such services have been established.

COST

The following costing information has been provided for your consideration based upon the scope of work provided above for each task:

Task I – Preparation of Design Drawings and Specifications for Municipal Bidding (Phase 2)

We propose to perform the work outlined above at hourly rates in accordance with the attached rate sheet for 2023 not to exceed **\$12,000** without your prior written authorization.

Task II – Construction Phase Services

We propose to perform services under this task at hourly rates in accordance with the attached rate sheet for 2023, not to exceed **\$7,500** without your prior written authorization.

Task III – Additional Services

A mutually agreeable budget will be negotiated at the time the scope of such services have been established.

In addition to the professional fees outlined above JPCE will also include charges for costs and disbursements incurred on your behalf. Costs and disbursements include, but are not limited to, printing and reprographics, shipping, courier service charges, travel, purchase of maps and documents, etc.

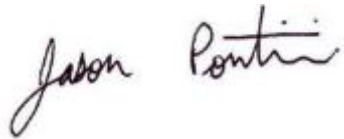
AGREEMENT

A copy of our standard “terms and conditions of service” is attached and made part of this proposal. Details of our insurance coverage are described therein. This offer remains valid for forty-five days unless extended in writing. If you agree to our proposal, including the attached terms and conditions, kindly confirm the same by signing where indicated below and return the signed copy or equivalent board resolution to our office at the address provided above.

Thank you for the opportunity to propose on this work. Please call me at (631) 320-1040 Ext. 201 should you have any questions.

Sincerely,

J. Pontieri, P.E., D.P.C.



Jason A. Pontieri, P.E.
Principal

Accepted by: _____

For: _____

Date: _____

Client Contact Phone Number: _____

DEP:jp

J. Pontieri P.E., D.P.C.

2023 Hourly Rates

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	135.00 – 395.00*
Associates	150.00 – 385.00*
Project Managers	132.00 – 285.00*
Senior Engineers	110.00 – 355.00*
Engineers	90.00 – 225.00*
Designer – Engineering Tech	75.00 – 135.00
Field Technicians	75.00 – 125.00
Support Staff	45.00 – 110.00

All hourly rates are based on straight time for a forty-hour, five-day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. *Maximum rates reflect a 50% premium for deposition and testimony.

Travel, Subsistence, and Other Direct Expenses

Travel and subsistence expenses (excluding local mileage), printing, and other out-of-pocket expenses are to be paid for by the client at a cost-plus fifteen percent markup. Travel and subsistence expense include living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.655 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost-plus twenty percent basis.

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J. Pontieri P.E., D.P.C. ("Engineer") and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all additional fees and costs related to Engineer performing such work. The attached schedule of Hourly Rates in Effect is hereby made part of this agreement and will remain in effect until modified in writing.

Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the specific details of our work nor our findings will be disclosed to others without the Client's permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

Client's Responsibilities - The Client agrees to:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineer's services under this Agreement.

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- Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.
- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.
- Maintain the required insurance coverage throughout the Term of this Agreement and the Guarantee Period.
- To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Engineer, its consultants, officers, agents and employees from and against any and all claims, demands, losses, liabilities, damages, proceedings, actions, suits, judgments, costs and expenses (including reasonable attorney's fees), arising out of, in whole or in part, Client's (including Client's contractors and subcontractors, and anyone acting under the direction of Client) (1) breach of any representation, warranty, covenant, or obligation set forth in this Agreement or any other agreement between the parties hereto, (2) violation of applicable law, (3) negligent acts or omissions or willful misconduct, or (4) infringement of intellectual property rights.
- Require Client's contractors and subcontractors to name Engineer as an additional insured in the same manner that Client is named as an additional insured by Client's contractors and subcontractors.
- Comply and require its contractors and subcontractors to comply with all applicable legal requirements relating to the safety of the Premises, including obtaining all required permits.
- Follow Engineer's reasonable instructions including as required by Engineer's drawing.

Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

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- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$2,000,000 per occurrence / \$4,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Commercial general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The commercial general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- Indemnity: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each

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of its officers, agents and employees from any and all liabilities, claims, demands, proceedings, actions, suits, judgments, losses, damages, costs and expenses (including reasonable attorney's fees) arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

- **Limitation of Liability** – Notwithstanding anything to the contrary, except if resulting from gross negligence, Engineer's liability for damages under any circumstances for claims of any type or character arising from or related to Engineer's services will be limited to the greater of Engineer's fee for services rendered hereunder or \$50,000. Engineer will not be responsible for any special, indirect, incidental, consequential or punitive damages however caused or incurred.
- **Billing and Payments** – A retainer as specified in the attached Proposal is required with the submission of the signed Proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1-½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.
- **Ownership of Documents** – All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any

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other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless Engineer, its consultants, officers, agents and employees from and against any and all claims, demands, losses, liabilities, damages, proceedings, actions, suits, judgments, costs and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by the Client or others acting through the Client to the fullest extent permitted by law. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

- **Delegation of Duties** – Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.
- **Termination** – This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed through the termination date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.
- **Governing Law/Dispute Resolution** – Any dispute or disagreement, and all collateral matters relating thereto, will be governed by and construed under the laws of the state of New York applicable to contracts to be performed therein, without regard to conflict or choice of law provisions. The parties shall attempt in good faith to resolve any and all disputes arising under this agreement. If the parties do not resolve such disputes, the parties agree that binding arbitration conducted by the American Arbitration Association pursuant to its Construction Industry Arbitration Rules and Mediation Procedures and held in the county of Manhattan shall be the exclusive means for addressing such disputes, with the exception of claims for injunctive relief. The parties shall keep all matters related to the proceedings fully confidential and shall not disclose any information related to such proceedings. The decision of the arbitrator shall be

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recordable as a judgment in any court of competent jurisdiction. The Arbitrator shall award reasonable attorney's fees and costs to the prevailing party.

- Unavoidable Delay – Except for Client's payment obligations, neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- Severability – In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- Interpretation of Subsurface Conditions – Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.
- Construction Cost Opinions – Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

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- Construction Site Safety – Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- Hourly Rates of Compensation – Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the Proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.
- Sales Tax – Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the Proposal.
- Acceptance – Client shall have five (5) business days from the date of delivery of the products and/or services specified in the attached Proposal to notify Engineer, in writing, of any nonconformance to the agreed upon written specification and/or scope of work as set forth in the attached Proposal. After expiration of the period indicated above, Client shall be deemed to have irrevocably accepted the products and/or services, if not previously accepted. After such acceptance, Client shall have no right to reject the products or services for any reason or revoke acceptance.
- Survival – All rights and obligations under this Agreement and any other agreement between the parties hereto with respect to payment of fees and indemnification shall survive the expiration or termination of this Agreement and any other agreement between the parties hereto.

