# **AGENDA AUGUST 22, 2023 – 6:00 PM. MEETING OF THE BOARD OF TRUSTEES** OF THE INCORPORATED VILLAGE OF NORTHPORT **ADDITIONAL MEETING**

PLEASE TAKE NOTICE: The Village Board of Trustees Meeting will hold an additional meeting on Tuesday, August 22, 2023 at 6:00 p.m. to approve warrants and discuss metered parking in Lot 4. 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/tZcufu-srjwrHN3REvmVdEQpjMHS JR23ZQV

After registering, you will receive a confirmation email containing informati about joining the meeting.
OPEN MEETING:
SALUTE TO THE FLAG:
ANNOUNCEMENTS:
PRESENTATION:
PUBLIC HEARINGS:
PUBLIC PARTICIPATION:
BOARD APPROVAL OF WARRANTS: Prepay Governmental Funds Utility bills 7/1/23 - 7/31/23 in the amount of \$28,428.00 Fire bills 8/8/23 in the amount of \$28,916.90 Governmental Funds bills 8/22/23 in the amount of \$888,503.24 Payroll week 8/11/23 General Fund \$298,585.28 Payroll week 8/11/23 Sewer Fund \$15,218.91
BUSINESS/COMMISSIONERS REPORTS:
TREASURER REPORT:

CHIEF OF POLICE REPORT:

CORRESPONDENCE:
REQUESTS:

#### **RESOLUTIONS:**

#### **RESOLUTION 2023 – 180 ~ APPROVAL OF MINUTES**

**BE IT RESOLVED,** the minutes of the August 1, 2023 meeting are hereby accepted.

RESOLUTION 2023 – 181 ~ SCHEDULE A PUBLIC HEARING TO CONSIDER AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT FOR A PARCEL IN THE VILLAGE OF NORTHPORT KNOWN AS 8 LINDBERG COURT WITH A RETAINING WALL THAT IS ON VILLAGE PROPERTY BY TEN FEET

**WHEREAS,** the Village of Northport is the owner of a certain parcel of real property which is vacant land/right-of-way located adjacent to, 0404-013.00-02.00-026.000 and

**WHEREAS**, the owner of adjacent property located at, SCTM 0404-013.00-02.00-026.000, has approached the Village of Northport and requested that the Village allow their retaining wall to remain and be maintained or reconstituted if needed, and

**WHEREAS**, the Village Asst. to the Mayor and Village Administrator have inspected the premises and have no objection to the retaining wall, and

WHEREAS, Licensee has requested a 15-year term for this agreement, and WHEREAS, a license agreement is a Type II action in accordance with 6 N.Y.C.R.R. §617.5(c)(26) requiring no further environmental review,

NOW, THEREFORE, THE VILLAGE BOARD HEREBY SCHEDULES a public hearing for the 5<sup>th</sup> day of September 2023 at 6:00PM at New York to consider authorizing the Mayor to execute a license agreement to maintain a stone retaining wall on Village owned land at property located adjacent to, NY (SCTM No.: 0404-013.00-02.00-026.000) - without prejudice for a term of fifteen (15) years and on such other terms as deemed necessary by the Village Attorney.

**RESOLVED**, that the Village Board authorizes the Mayor or representative to execute a license agreement, on such terms and conditions as may be acceptable to the Village Attorney, allowing Bruce Kaifler to utilize the subject premises for a stone retaining wall at rear of property adjacent to Park Street.

# RESOLUTION 2023 - 182 ~ AUTHORIZING THE MAYOR TO EXECUTE ROADWAY RESTORATION AGREEMENTS WITH NATIONALGRID

**WHEREAS,** National Grid has performed work in the Village of Northport which caused significant damage to the roads in the village and;

WHEREAS, National Grid 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 Eighty-Eight thousand seven hundred and seventeen dollars

and 20 cents (\$88,717.20) for roadway restoration in the Village of Northport; and **WHEREAS**, the Village of Northport desires to accept the payments from National Grid for roadway restoration, and

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

**NOW, THEREFORE IT IS RESOLVED,** that the Mayor is authorized to enter into agreements with National Grid to receive payment of \$88,717.20 for roadway restoration within the Village of Northport.

# RESOLUTION 2023 – 183 – MARKING AND STRIPING OF VILLAGE ROADS, UTILITY INSTALLATION/REPAIR ON OCEAN 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 marking and striping on Ocean Avenue, 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 \$22,000.00, on the recommendation of Northport Village Administrator, the following road is approved for roadway marking and striping by Posillico Civil under NYSOGS Contract, Group #31502, funded by PSEG and NATIONAL GRID funding appropriation: OCEAN AVE

# RESOLUTION 2023 - 184 ~ TO RETAIN J.R. HOLZMACHER ENGINEERING SERVICES FOR THE VILLAGE SEWER TREATMENT PLANT UPGRADE/INSTALLATION OF THE 4TH DENITRIFICATION FILTER ADDITION

**WHEREAS,** The Village of Northport will be upgrading the filtration located at the Village Sewer Treatment Plant, located at 1 Ketcham Ave, and

**WHEREAS,** The Village of Northport desires to retain J.R. Holzmacher P.E., LLC to assist in Design and Oversight of the Northport Village Sewer Treatment Plant installation of the 4<sup>th</sup> Denitrification Filter, and

**WHEREAS**, this is a Type II Action pursuant to 6 N.Y.C.R.R Section 617.5(c)(27) and therefore, no further SEQRA review is required.

**BE IT RESOLVED,** That the Village of Northport, Board of Trustees hereby retains the engineering services of J.R. Holzmacher P.E., LLC for the preparation of Design Plans, creation of an RFP, bid document review, engineering reviews, perform 3<sup>rd</sup> party inspections and consulting services during installation of the Dentification Filter at a cost not to exceed Twenty-Seven Thousand, Five Hundred Dollars (\$27,500.00), and

**BE IT FURTHER RESOLVED,** The Treasurer is hereby authorized to make any budgetary adjustments she deems necessary.

#### RESOLUTION 2023 - 185 ~ MS-4 REPORTING

**BE IT RESOLVED,** The Northport Village Board hereby accepts the draft MS-4 annual report for the period ending March 9, 2023 and makes the draft MS-4 report available to the public through its website at Northportny.gov "for a period of 30 days for public comment."

**BE IT FURTHER RESOLVED,** this is a type II action pursuant to 6 N.Y.C.R.R. Section 617.5(c)(24), and, therefore, no further SEQRA review is required.

#### RESOLUTION 2023 – 186 ~ PAYMENT OF SMALL CLAIMS ASSESSMENT REVIEW

**WHEREAS**, the property identified as 70 Nautilus Avenue (SCTM# 0404-5-2-23) commenced small claims assessment reviewing proceedings (SCAR) claiming that the subject property was over assessed at values which exceeded the true value of the property; and

**BE IT RESOLVED**, that the Village Treasurer is hereby authorized to pay a refund of \$505.61 to the property owner's attorney of the premise identified, as determined to be due by the Village Assessor.

#### **RESOLUTION 2023 - 187 ~ PARAMEDIC**

**WHEREAS**, Alec D'Amaro has applied to be a per diem Paramedic (RSI certified) for the Inc. Village of Northport, now therefore

**BE IT RESOLVED,** Alec D'Amaro is hereby hired for the position of Paramedic (RSI certified) for the Incorporated Village of Northport, and as with all applicants, Alec D'Amaro 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 Alec D'Amaro will work no more than 17.5 hours a week at a rate of pay of \$33.50 per hour.

#### **RESOLUTION 2023 - 188 ~ PURCHASE OF RADAR TRAILER**

**BE IT RESOLVED,** the Mayor and Village Board hereby authorizes Chief Hughes to purchase of a Radar Trailer from Kustom Signals Inc. as per NYS NASPO Contract Award PC #68531, at a cost not to exceed \$8,260.24 and

**FURTHER RESOLVED,** this is 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 - 189 ~ LONG ISLAND ROWING CLUB**

**BE IT RESOLVED**, that the Village Board of Trustees hereby authorizes the Mayor to sign a License Agreement Extension with the Long Island Rowing Club effective December 1, 2022 until November 30, 2024.

#### **RESOLUTION 2023 – 190 ~ NORTHPORT YOUTH CENTER SOCCER**

**WHEREAS**, Northport Youth Center Soccer is a local soccer club dedicated to the youth of the community,

**WHEREAS**, Northport Youth Center Soccer has a long history with the Village of Northport with regards to the use of the fields,

WHEREAS, authorizing the execution of an agreement is a type II action pursuant to 6 NYCRR Section 617.5 (c) 26 (c) 32 and is not subject to any further action under SEQRA;

**BE IT RESOLVED,** the Mayor is hereby authorized to sign a one-year extension to the agreement with Northport Youth Soccer Center, subject to Village Attorney review.

#### **RESOLUTION 2023 – 191 ~ APPOINTMENTS**

**BE IT RESOLVED,** the following appointments proposed by Mayor Koch are hereby approved pursuant to the Village Law,

#### **Board of Architectural and Historic Review**

- 1. Christine Doll-Wagner to fill the unexpired term of Richard Kurlick term to expire 4/2024.
- 2. Lizbeth Thalheimer as an alternate to the board term to expire 4/2026.

The next meeting of the Board of Trustees will be Tuesday September 5, 2023 at 6:00PM.

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

Respectfully submitted,

Georgina Cavagnaro Village Clerk

PSEG OPTIMUM	07/10/2023 07/10/2023	\$ 167.53 309.89
NATIONAL GRID	07/10/2023	38.82
SUFFOLK COUNTY WATER AUTHORITY	07/10/2023	647.89
PSEG	07/10/2023	498.79
SUFFOLK COUNTY WATER AUTHORITY	07/10/2023	4,684.61
SUFFOLK COUNTY WATER AUTHORITY	07/10/2023	144.85
ATLANTIC PROGRAM DELAGE LANDEN FINANCIAL	07/10/2023	209.22
NATIONAL GRID	07/10/2023	119.17
AUTOMATIC DATA PROCESSING	07/10/2023	1,442.74
OPTIMUM	07/10/2023	1,692.35
AT&T	07/20/2023	350.63
VERIZON BUSINESS	07/20/2023	3.31
NATIONAL GRID	07/20/2023	585.79
SUFFOLK COUNTY WATER AUTHORITY	07/20/2023	276.05
AT&T MOBILITY	07/20/2023	542.41
VERIZON	07/20/2023	550.51
VERIZON	07/30/2023	1,339.70
AT&T	07/20/2023	874.76
PSEG	07/30/2023	5,122.56
SUFFOLK COUNTY WATER AUTHORITY	07/30/2023	249.61
READY REFRESH	07/30/2023	65.13
READY REFRESH	07/30/2023	58.76
PSEG	07/30/2023	8,452.92
		\$ 28,428.00

Approved by

Date.

# Accounts Payable

# Voucher Approval List

User:

j.dorio@northportny.gov

Printed:

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871 871 871 872 872 872 872 873 873 873	AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES AMAZON CAPITAL SERVICES BOUND TREE CORPORATION	To the second of	A0-3410-0430-0000 A0-3410-0409-0000 A0-3410-0426-0000	427.98 53.99
871 872 872 872 872 873 873 873	AMAZON CAPITAL SERVICES	No. 10 and according to May 15 a Lesianting 250 of Paul		53.99
872 872 872 872 873 873 873		N. 1000 0000 G. H. W. F. Heinelm 200-1 Paul	A0-3410-0426-0000	
872 872 872 873 873 873	BOUND TREE CORPORATION	The same occase of the same Production 250-1 Double		23.18
872 872 873 873 873		Item #: 1922-06260 Sterile Water For Irrigation, 250mL Bottle -	A0-3410-0418-0000	299.98
872 873 873 873 873	BOUND TREE CORPORATION	Item #: 1612-84110 Curaplex® CuraSlide™ Safety IV Catheter, 14g	A0-3410-0418-0000	88.50
873 873 873 873	BOUND TREE CORPORATION	Item #: 1015-44752 Black-Fire Nitrile Exam Gloves, Black/Orange,	A0-3410-0418-0000	445.80
873 873 873	BOUND TREE CORPORATION	Item #: 1015-44753 Black-Fire Nitrile Exam Gloves, Black/Orange,	A0-3410-0418-0000	445.80
873 873	EMERGENCY MEDICAL PRODUCT	EXCEL SYRINGE 5CC	A0-3410-0418-0000	102.99
873	EMERGENCY MEDICAL PRODUCT	EXCEL SYRINGE 5CC	A0-3410-0418-0000	23.79
	EMERGENCY MEDICAL PRODUCT	CASE OF CERVICAL COLLARS - ADULT	A0-3410-0418-0000	269.70
977	EMERGENCY MEDICAL PRODUCT	NASAL CAPNOGRAPHY, W/ 02 TUBING (PEDS)	A0-3410-0418-0000	46.36
873	EMERGENCY MEDICAL PRODUCT	PACKAGE OF PULL-TIGHT II SECURITY SEAL, NUMBERED,	A0-3410-0418-0000	86.97
873	EMERGENCY MEDICAL PRODUCT	SYRINGE EPI KIT	A0-3410-0418-0000	329.94
873	EMERGENCY MEDICAL PRODUCT	ZOLL AED PRO NON-RECHARGEABLE LITHIUM BATTERY I	A0-3410-0418-0000	383.98
873	EMERGENCY MEDICAL PRODUCT	CURAPLEX GLUCOSE START KIT - ITEM #8600-G0021	A0-3410-0418-0000	33.99
874	GALLS, LLC	SW439 DKNV 2X REG 5. 11 TACTICAL S/S POLO SHIRT	A0-3410-0418-0000	910.00
874	GALLS, LLC	EY17301 NORTHPORT FD PARAMEDIC LOGO	A0-3410-0418-0000	197.60
874	GALLS, LLC	HT002 2LN HEAT TRANSFER	A0-3410-0418-0000	182.00
875	HI-TECH FIRE & SAFETY,INC	14" LEATHER/ADVANCE BOOT W/POWER TOE & HEEL/CRO	A0-3410-0409-0000	456.65
875	HI-TECH FIRE & SAFETY,INC	LR LOW RIDER HEADBAND SUSPENSION KIT W/3 STRAPS	A0-3410-0409-0000	336.72
875	HI-TECH FIRE & SAFETY, INC	ULTRA C6 CARBON, 21" TOTAL LENGTH, 2 PIECE CONSTRU	A0-3410-0409-0000	1,176.24
875	HI-TECH FIRE & SAFETY,INC	FIRE EQUIPMENT VARIOUS	A0-3410-0200-0000	5,235.90
876	ISLAND TECH SERVICES		A0-3410-0409-0000	1,118.09
877	MCMASTER-CARR SUPPLY CO.	#3855K12 PLASTIC KNOB W/ 1/4 - 20 THREAD	A0-3410-0426-0000	14.68
877	MCMASTER-CARR SUPPLY CO.	#3855K12 PLASTIC KNOB W/ 1/4 - 20 THREAD	A0-3410-0426-0000	18.97
877	MCMASTER-CARR SUPPLY CO.	48315K126 PVC REDUCING ADAPTOR 1/2 BARBED X 3/4 NP1	A0-3410-0426-0000	29.83
878	NORTHPORT SPRING & BRAKE	INSPECTION	A0-3410-0445-0000	35.00
878	NORTHPORT SPRING & BRAKE	INSPECTION	A0-3410-0445-0000	45.00
878	NORTHPORT SPRING & BRAKE	INSPECTION	A0-3410-0445-0000	45.00
878	NORTHPORT SPRING & BRAKE	ENGINE AND CABIN AIR FILTERS	A0-3410-0445-0000	284.68
878	NORTHPORT SPRING & BRAKE	INSPECTION	A0-3410-0445-0000	46.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
879		PALACE ELECTRIC CONTRACTORS, INC.	FIRE HOUSE ELECTRICAL	A0-3410-0414-0000	1,691.45
880		PENGUIN MANAGEMENT, INC	MONTHS OF DEPUTY CHIEF PLAN 100 RECIPIENTS. UNLIM	A0-3410-0409-0000	2,148.00
880		PENGUIN MANAGEMENT, INC	MONTHS ADDITIONAL USER STOP-GAP 5	A0-3410-0409-0000	180.00
880		PENGUIN MANAGEMENT, INC	SET UP FEE	A0-3410-0409-0000	199.00
881		SENSORY LIGHTING AND SOUN	REMOVE/REPLACE AUDIO SYSTEM AT FIRE HEADQUARTE	A0-3410-0200-0000	11,760.00
882		SOUTH SHORE FIRE & SAFETY		A0-3410-0414-0000	42.50
				Warrant Total:	29,216.26

# Accounts Payable

# Voucher Approval List

User: j.dorio@northportny.gov Printed: 08/18/2023 - 9:05AM

Batch: 00002.08.2023 - GOVT FUNDS 08222023



Voucher No. Warrant Date	Vendor	Description	Account Number	Amount
899	AL'S AUTO PARTS		A0-1640-0409-0000	521.50
899	AL'S AUTO PARTS		A0-1640-0409-0000	93.00
925	AMAZON CAPITAL SERVICES	OTTER BOX	A0-8664-0409-0000	23.32
925	AMAZON CAPITAL SERVICES	WHISTLES	A0-7140-0413-0000	9.99
925	AMAZON CAPITAL SERVICES	SANDING BELTS AND MISC	A0-7180-0409-0000	92.44
925	AMAZON CAPITAL SERVICES	SURGE PROTECTOR	A0-1680-0400-0000	348.41
925	AMAZON CAPITAL SERVICES	IPAD CHARGER	A0-7180-0409-0000	17.90
900	ANY-PART AUTO PARTS OF HUNTINGTON	BRAKE SHOE	A0-1640-0409-0000	20.75
900	ANY-PART AUTO PARTS OF HUNTINGTON	TRK BRK	A0-1640-0409-0000	41.54
900	ANY-PART AUTO PARTS OF HUNTINGTON	TRK CALIPE	A0-1640-0409-0000	152.96
900	ANY-PART AUTO PARTS OF HUNTINGTON	PERMATEX MIRROR	A0-1640-0409-0000	3.38
900	ANY-PART AUTO PARTS OF HUNTINGTON	SUPER D	A0-1640-0409-0000	57.21
900	ANY-PART AUTO PARTS OF HUNTINGTON	MISC SUPPLIES	A0-1640-0409-0000	429.52
900	ANY-PART AUTO PARTS OF HUNTINGTON	AXLE KIT	A0-1640-0409-0000	33.56
900	ANY-PART AUTO PARTS OF HUNTINGTON	BATTERY	A0-1640-0409-0000	290.81
900	ANY-PART AUTO PARTS OF HUNTINGTON	SWITCH	A0-1640-0409-0000	101.30
900	ANY-PART AUTO PARTS OF HUNTINGTON	POLICE INTRCPTR	A0-1640-0409-0000	154.60
900	ANY-PART AUTO PARTS OF HUNTINGTON	SWITCH	A0-1640-0409-0000	22.56
901	BARNWELL HOUSE OF TIRES	ENFRCR WNTR	A0-1640-0409-0000	1,308.00
927	BRESLIN APPRAISAL	APPRAISAL ON UNION PL	A0-1440-0400-0000	3,000.00
926	BRITANNIA	PUMP OUT BOAT	A0-7180-0403-0000	165.23
894	BRITANNIA	POLICE BOAT FUEL	A0-3120-0416-0000	253.47
902	BRITANNIA	PUMP OUT BOAT FUEL	A0-7180-0403-0000	124.63
894	BRITANNIA	POLICE BOAT FUEL	A0-3120-0416-0000	219.62
903	BROADWAY AUTO PARTS, INC.	AC CHARGE	A0-1640-0409-0000	16.85
903	BROADWAY AUTO PARTS, INC.	SWITCH	A0-1640-0409-0000	34.85
928	CAROLYN FALANGO	COURT REPORTER	A0-1110-0400-0000	250.00
928	CAROLYN FALANGO	COURT REPORTER	A0-1110-0400-0000	250.00
928	CAROLYN FALANGO	COURT REPORTER	A0-1110-0400-0000	250.00
930	CHARLES SCHWAB	LOSAP FIRE SERVICE AWARD PER CONTRACT	A0-9025-0809-0000	300,000.00
904	CHOICE DISTRIBUTION	CAP SCREWS AND HEX NUTS	A0-5110-0409-0000	673.34

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
929		CLARIS GROSS	SPANISH INTERPRETER	A0-1110-0400-0000	190.00
929		CLARIS GROSS	SPANISH INTERPRETER	A0-1110-0400-0000	190.00
898		COSTELLO'S HARDWARE	METHOD CLEANER	A0-7140-0409-0000	18.87
898		COSTELLO'S HARDWARE	HILLMAN FASTNER	A0-5110-0409-0000	7.02
898		COSTELLO'S HARDWARE	PAINT THINNER	A0-5110-0409-0000	37.32
898		COSTELLO'S HARDWARE	EPOXY AND GLUE	A0-5110-0409-0000	30.57
898		COSTELLO'S HARDWARE	CONNECTOR	A0-7180-0409-0000	14.49
898		COSTELLO'S HARDWARE	GFI RECEPTOR	A0-3410-0409-0000	26.99
898		COSTELLO'S HARDWARE	SPRING SNAP	A0-1640-0409-0000	6.28
898		COSTELLO'S HARDWARE	BIBB HOSE	A0-7140-0409-0000	16.19
898		COSTELLO'S HARDWARE	THIN SET	A0-5110-0409-0000	38.68
898		COSTELLO'S HARDWARE	PLANT FOOD	A0-7140-0409-0000	28.78
898		COSTELLO'S HARDWARE	PENETRANT	A0-5110-0409-0000	23.38
898		COSTELLO'S HARDWARE	FASTENER	A0-7140-0409-0000	23.33
898		COSTELLO'S HARDWARE	PAINT	A0-5110-0409-0000	81.85
898		COSTELLO'S HARDWARE	GARDEN SPRAYER	A0-7140-0409-0000	64.74
898		COSTELLO'S HARDWARE	SPRY PAINT	A0-7140-0409-0000	18.51
898		COSTELLO'S HARDWARE	SPRAYER	A0-7140-0409-0000	16.18
898		COSTELLO'S HARDWARE	PAINT SUPPLIES	A0-5110-0409-0000	86.35
898		COSTELLO'S HARDWARE	PAINT SUPPLIES	A0-5110-0409-0000	12.00
898		COSTELLO'S HARDWARE	PAINT SUPPLIES	A0-5110-0409-0000	18.00
898		COSTELLO'S HARDWARE	PAINT SUPPLIES	A0-5110-0409-0000	44.08
898		COSTELLO'S HARDWARE	BOLT	A0-5110-0409-0000	11.69
898		COSTELLO'S HARDWARE	PAINT SUPPLIES	A0-5110-0409-0000	42.14
898		COSTELLO'S HARDWARE	PAINT SUPPLIES	A0-5110-0409-0000	34.17
931		DAVIS VISION	VISION PLAN FOR Pd AND ADMIN AUG	A0-9045-0804-0000	516.50
905		DOM'S LAWN MAKER, INC	TREATMENT PLAN BY ARBORIST	A0-8560-0402-0000	540.00
895		EAGLE POINT GUN	P40H53G	A0-3120-0409-0000	336.40
906		EMPIRE FORD	HOSE AND TUBE	A0-1640-0409-0000	293.98
932		FUNDAMENTAL BUSINESS SERVICE	JULY PARKING COMMISSIONER	A0-1110-0400-0000	874.50
907		GABRIELLI TRUCK SALES LTD	PART FOR MACK TRUCK	A0-1640-0409-0000	172.65
934		GATHMAN & BENNETT L.L.P.	SEPTEMBER LEGAL SERVICES	A0-1420-0400-0000	10,416.67
908		GEN READY INC.	SUPPLY & INSTALL GERNERATOR AND AMP PER QUOTE $D_{\ell}$	A0-5110-0200-0000	3,500.00
935		GENERAL CODE PUBLISHERS	ECODE 360	A0-1410-0400-0000	1,195.00
909		GLOBAL MONTELLO GROUP CORP	ULSD CLEAR	A0-1640-0403-0000	4,002.70
910		GRAINGER	LINE MARKING PAINT	A0-5110-0409-0000	197.76
911		HENDRICKSON FIRE RESCUE EQUIPMENT	REPAIRS TO 2017 MACK	A0-1640-0409-0000	1,488.29
911		HENDRICKSON FIRE RESCUE EQUIPMENT	DR 6 PT FLEX	A0-1640-0409-0000	12.14
912		HUNTINGTON PLUMBING	BRASS METERING CART	A0-5110-0409-0000	88.89

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
896		ISLAND TECH SERVICES	ANTENNA MOUNT	A0-3120-0211-0000	405.00
936		J.R. HOLZMACHER P.E. LLC	MAIN ST REVITLAIZATION	A0-1440-0400-0000	5,800.00
913		JOSEPH CAVAGNARO	UNIFORM REIMBURSEMENT	A0-1640-0423-0000	155.00
937		KANE EXTERMINATING CORP	MUNICIPAL LOT 4 EXTERMINATOR JUNE	A0-7140-0409-0000	135.00
937		KANE EXTERMINATING CORP	LEWIS OLIVER JUNE/JULY	A0-7140-0409-0001	288.00
937		KANE EXTERMINATING CORP	MUNICIPAL LOT 3 JUNE JULY	A0-7140-0409-0000	255.00
937		KANE EXTERMINATING CORP	VILLAGE HALL JULY	A0-1620-0409-0000	135.00
933		KATHLEEN M. FRISTENSKY	SPANISH INTERPRETER	A0-1110-0400-0000	190.00
914		KINGS PARK MATERIALS LLC	MISC PATCHING	A0-5110-0406-0000	143.56
914		KINGS PARK MATERIALS LLC	MISC PATCHING	A0-5110-0406-0000	181.02
915		KP EDWARDS	CONCRETE	A0-5110-0406-0000	972.50
915		KP EDWARDS	CONCRETE	A0-5110-0406-0000	972.50
915		KP EDWARDS	CONCRETE	A0-5110-0406-0000	1,058.00
915		KP EDWARDS	CONCRETE	A0-5110-0406-0000	883.00
924		LIGHTPATH	VILLAGE HALL PHONES	A0-1650-0400-0000	2,636.45
938		LOCAL 342 INSURANCE TRUST	DENTAL OPT LIFE AND ADD JULY	A0-9045-0804-0000	2,987.00
916		MASTER NICKS EQUIP REPAIR	OIL AND CHAINSAW BAR	A0-5110-0409-0000	50.00
897		MATTHEW BENDER & CO	CRIM LAW GRAYBOOK	A0-3120-0409-0000	92.04
939		MESIANO CONSULTING, INC.	GRANT DEV AND WTR QUALITY PROJECTS	A0-1440-0400-0000	4,120.00
940		MURPHY & LYNCH, P.C.	2020/2021 SCAR	A0-1930-0400-0000	505.61
941		NATIONAL GRID		A0-3410-0401-0000	173.58
941		NATIONAL GRID		A0-1620-0401-0000	100.70
941		NATIONAL GRID		A0-5110-0401-0000	100.70
942		NAWROCKI SMITH LLP		A0-1320-0400-0000	15,000.00
948		NEW YORK TRENCHLESS, INC	FURNISH AND INSTALL NEW UNDERGROUND CABLE IN CO	A0-5182-0200-0000	4,500.00
943		NORTHPORT COPY	FIRE MARSHALL INSPECTION FORMS	A0-3620-0409-0000	225.00
943		NORTHPORT COPY	ADDRESS LABELS	A0-1410-0400-0000	315.00
943		NORTHPORT COPY	FIRE MARSHAL BUSINESS CARDS	A0-3620-0409-0000	30.00
943		NORTHPORT COPY	24x36 Copy of Northport Drainage Map	A0-3620-0409-0000	60.00
961		NORTHPORT FIRE DEPT	RETURN OF FIRE TAX TO NPT FIRE DEPT	A0-0000-2262-0000	13,115.39
957		NORTHPORT FIRE DEPT	NPT FD VOLUNTEER PER HUNTINGTON CONTRACT	A0-3410-0410-0000	235,000.00
944		NORTHPORT PBA ASSOCIATION	DENTAL LIFE AND ADD FOR JUNE AND JULY PD AND ADMI	A0-9045-0804-0000	8,308.94
917		NORTHPORT SPRING & BRAKE	INSPECTION	A0-1640-0409-0000	35.00
946		NYS EMPLOYEES' HEALTH INSURANCE PENI	SEPTEMBER MEDICAL	A0-9060-0807-0000	150,090.70
947		NYS UNEMPLOYMENT INS	UNDERFUNDED NYS UI AS OF QTR 2 23	A0-9089-0805-0000	102.00
918		PELKOWSKI PRECAST	TOP SLAB AND RING	A0-8540-0400-0001	1,890.00
918		PELKOWSKI PRECAST	TOP SLAB AND RING AND COLLAR	A0-8540-0400-0001	945.00
918		PELKOWSKI PRECAST	TOP SLAB AND RING	A0-8540-0400-0001	940.00
949		POM INC		A0-3320-0400-0000	376.86

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
950		PSEG LONG ISLAND	STREET LIGHTS JULY	A0-5182-0401-0000	2,675.99
919		RIVERHEAD BUILDING SUPPLY	SIDEWALKS	A0-5110-0409-0000	1.99
919		RIVERHEAD BUILDING SUPPLY	SIDEWALKS	A0-5110-0409-0000	84.99
919		RIVERHEAD BUILDING SUPPLY	BIKE RACK	A0-7140-0409-0000	94.92
919		RIVERHEAD BUILDING SUPPLY	PD	A0-3120-0409-0000	11.58
919		RIVERHEAD BUILDING SUPPLY	FIRE HOUSE	A0-5110-0409-0000	33.98
919		RIVERHEAD BUILDING SUPPLY	HIGHWAY	A0-3120-0409-0000	12.98
919		RIVERHEAD BUILDING SUPPLY	HIGHWAY	A0-5110-0409-0000	15.98
920		S&S HYDRAULIC POWER SHOP LTD		A0-1640-0409-0000	55.50
951		SALERNO BROKERAGE CORP	ACCIDENT/HEALTH FIRE DEPARTMENT	A0-3410-0425-0000	6,503.00
921		SPRAGUE OPERATING RESOURCES LLC.		A0-1640-0403-0000	2,959.66
921		SPRAGUE OPERATING RESOURCES LLC.		A0-1640-0403-0000	2,940.21
952		STAPLES BUSINESS CREDIT		A0-1410-0400-0000	230.59
952		STAPLES BUSINESS CREDIT		A0-1110-0400-0000	543.24
945		THE NORTH SHORE NEWS	LEGAL NOTICES	A0-1410-0400-0000	24.90
945		THE NORTH SHORE NEWS	LEGAL NOTICES	A0-1410-0400-0000	9.96
922		TOWN OF BROOKHAVEN	SWEEPINGS FEES	A0-8160-0401-0000	386.96
923		VASSO WASTE SYSTEMS, INC	PART #7032286	A0-1640-0409-0000	2,752.18
923		VASSO WASTE SYSTEMS, INC	SHIPPING	A0-1640-0409-0000	21.94
955		VERIZON SPECIALPROJECTS BILLING	SEMI-ANNUAL BILL FOR POLE ATTACHMENTS	A0-5182-0401-0000	516.42
953		VERIZON WIRELESS		A0-3410-0409-0000	113.97
954		VERIZON WIRELESS	M2M FIRE DEPT	A0-3410-0409-0000	100.00
960		VISA	PAINT	A0-5110-0409-0000	57.48
960		VISA	MICROSOFT	A0-1680-0400-0000	271.55
956		WINTERS BROS WASTE SERVICES,LLC	JUNE RECYCLING	A0-8160-0400-0000	1,018.55
958		BRANDT MARINE INC.	FINAL PAYMENT ON DOCK REPAIR	H0-7180-0200-0000	14,744.75
959		J.R. HOLZMACHER P.E. LLC	BLUFF POINT ROAD AREA	H0-8120-0409-0006	44,936.00
883		BENSIN CONTRACTING,INC.	PUMP STATION MAINTENANCE	G0-8120-0400-0000	480.00
883		BENSIN CONTRACTING,INC.		G0-8120-0400-0000	1,144.00
883		BENSIN CONTRACTING,INC.		G0-8130-0400-0000	160.00
892		BERNHARD MEYBURG	UNIFORM 2023	G0-8130-0423-0000	224.32
884		BRISCOE PROTECTIVE LLC	METHANOL TANK	G0-8130-0419-0000	752.40
885		BROADWAY AUTO PARTS, INC.	BATTERY	G0-8120-0409-0000	124.53
885		BROADWAY AUTO PARTS, INC.	SOLENOID	G0-8130-0409-0000	35.15
885		BROADWAY AUTO PARTS, INC.	CLAMP CORROSION	G0-8120-0409-0000	29.65
885		BROADWAY AUTO PARTS, INC.	OIL	G0-8120-0409-0000	9.90
886		CHEMLUTION INC.		G0-8130-0404-0000	4,166.00
887		CLEARBROOK	BULK HAUL 7/10-7/21	G0-8130-0405-0000	7,440.00
887		CLEARBROOK	BULK HAUL 7/10-7/21	G0-8130-0405-0000	2,480.00

Voucher No.	Warrant Date	Vendor	Description	Account Number	Amount
887		CLEARBROOK	BULK HAUL 7/10-7/21	G0-8130-0405-0000	1,240.00
888		GRAINGER	FIRE HOSE NOZZLE	G0-8130-0409-0000	47.68
889		JOHN CALAMARI		G0-8130-0423-0000	301.62
890		LOCKS UNLIMITED	KEYS CCOPIED	G0-8120-0409-0000	29.94
891		${\bf MAXIMUM\ ENVIRONMENTAL\ MANAGEMEN'}$	SAMPLE ANALYSIS	G0-8130-0404-0001	245.50
891		${\bf MAXIMUM\ ENVIRONMENTAL\ MANAGEMEN'}$	SAMPLE ANALYSIS	G0-8130-0404-0001	245.50
893		USA BLUEBOOK	ZEP	G0-8120-0409-0000	149.34
893		USA BLUEBOOK	VITASTIM	G0-8130-0404-0000	1,127.46
				Warrant Total:	888,503,64

#### **LICENSE AGREEMENT**

**AGREEMENT** made this day of September, 2023 between the **INCORPORATED VILLAGE OF NORTHPORT** with offices located at 224 Main Street, Northport, New York (hereinafter referred to as the "Village" and/or "Licensor"), and the **NORTHPORT YOUTH COMMUNITY CENTER, INC. commonly known as NORTHPORT YOUTH CENTER SOCCER LEAGUE** with an address of P.O. Box 167, Northport, New York hereinafter referred to as the "Soccer League" and/or "Licensee"):

#### WITNESSETTHE

**WHEREAS** the Village owns premises known as Steers Park located on Clipper Drive in the Village, and

**WHEREAS** the Soccer League has requested permission of the Village to use this land to conduct its soccer program and in connection therewith to make certain improvements thereto, and

**WHEREAS** the Village is agreeable to permitting such use upon certain terms and conditions,

**NOW THEREFORE,** the Village is agreeable to permitting such use upon certain terms and conditions,

- 1. The Licensor, as the lawful owner of the Licensed Premises, by its lawfully constituted Village Board, hereby grants to the Licensee a license to use said premises, subject to the following provisions: The Licensee shall have the non-exclusive right to use the soccer fields located in that portion of Steers Park depicted on Schedule "A" annexed hereto together with related facilities and improvements of the park so long as the agreement shall remain in effect. Any contract for work to be performed shall be executed by in the name of the Licensee. This Agreement shall not include any portion of the roadway, parking areas, walkways or sidewalks.
- 2. Such use by the Licensee is subject to a superior right, easements, rights of way, or egress permits or restrictions which may exist or may hereafter be created

- between the Village and other governmental agency.
- 3. It is understood that the Licensee at its own cost and expense will be making certain improvements to the premises pursuant to and in accordance with authorization therefore from the Village. It is agreed that for the term of this Agreement the Licensee shall provide such services which shall have a reasonable value of no less than five thousand dollars per year. In connection therewith, the Licensee agrees to hold harmless, defend and indemnify the Licensor, its agents, servants and employees against any and all claims, liens, encumbrances arising from claims of contractors, mechanics, material men, laborers or any other persons from a corporation for work or labor performed or for material supplied. Licensee may consult with the Licensor concerning improvements to be made to this field.
- Licensee represent that they are a validly formed Not for Profit
  Corporation with 501(c) (3) approval from the Internal Revenue
  Service.
- 5. At all times while this agreement is in effect the Licensee shall maintain, at a minimum the following, giving evidence of same to the Village of Northport in the form of a Certificate of Insurance, copy of the General Liability Declarations page and copy of the additional insured endorsement and provide 30 days' notice of cancellation, non-renewal or material change. The insurance carrier must have an AM Best rating of at least A-IX. Workers' compensation and NYS Disability is required for any organization that have employees that will be working on the premises. All subcontractors retained by the licensee must adhere to the same insurance requirements and enter into an

agreement to hold harmless, indemnify and defend the Village of Northport to the extent permitted by New York Law. Commercial General Liability Coverage shall be One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to any one person and Two Million (\$2,000,000.00) Dollars general aggregate for bodily injury, personal injury, or death to more than one person, together with property damage insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) Dollars including fire damage. Medical expenses covered by the insurance for any one person shall be up to and including \$5000.00. The additional insured shall include language that states Inc. Village of Northport and all appointed officials, employees and volunteers using ISO form CG2026 or equivalent on a primary and noncontributory basis. Prior to commencement of any work on said land and prior to any use of the said premises for purposes of the Licensee, the policy for such insurance together with the paid bill for the annual premium shall be delivered to the Licensor. Proof of payment of renewal premiums shall be delivered to the Licensor at least ten (10) days prior to the expiration date of this policy. Failure to maintain insurance coverage as set forth herein shall be a material default hereunder. The insurance must be unrestricted primary coverage. The Licensee shall be responsible for all premiums and deductibles.

6. The Licensor retains the right to limit and/or otherwise regulate vehicular parking of the Licensee, its agents, servants and invitees during the Licensee's periods of use if the Licensor's property, it being understood That such use is subordinate to any use which may be required by the

Licensor and the Licensor shall have full control and authority for any decision relating to the use of parking facilities including, but not limited to, the right to prohibit the parking of vehicles in roadways or at the field area.

- 7. The Licensor reserves the right and Licensor agrees that the Licensor may hereafter regulate and/or prohibit the use, sale, purchase, consumption or other trafficking in food or beverages, including but not limited to alcoholic beverages, on the premises including the right to prohibit food or drink vendors from coming upon the premises of the Licensor.
- 8. The Licensee shall be responsible at all times cooperate with and assist the Licensor with the cleanup, maintenance and repairs of the area covered by this Agreement and the Licensee further shall be responsible for the repair and/or reimbursement to the Licensor for the cost of repair of any property of the Licensor which has been damaged or destroyed in connection with or as the result of, directly or indirectly, the use of the property by the Licensee, its agents, servants, invitees, participants or guests. The Licensor further maintains the right to require the Licensee to obtain, at its own cost and expense, the services of a carter at the Licensee's sole cost and expense with any contract for such services being in the name of the Licensee and with the Licensor having the right to designate the location and placement of any refuse containers. Notwithstanding the foregoing the parties agree that the past practice of the Licensor mowing the grass areas of the soccer fields and other facilities at no cost to the Licensee, shall continue until further notice

by Licensor.

9. The term of this Agreement shall be from September 1, 2023 through May 31, 2024. The Licensee shall have the right to use the above-described premises of the Licensor for its purposes in the conducting of its soccer program during the period of September 1, 2023 to May 31, 2024. Such use shall be during the following time periods only:

Weekdays-3:00 P.M. to 7:00 P.M. Saturdays-9:00 A.M. to 7:00 P.M. Sundays-12 Noon to 7:00 P.M.

It is understood that at all other times the premises will be available to other Community groups, upon the Licensor's approval of such use.

- 10. During the period of this agreement, the Licensee shall not permit or authorize any other person, group, organization, club or league to use the premises of the Licensor without the prior written approval of the Licensor and unless such person, group, organization, club or league shall establish to the satisfaction of the Licensor that it shall agree to be bound by all of the provisions of this agreement and shall furnish the Licensor with proof of insurance as provided in paragraph 4 hereof. Nothing herein contained shall be deemed to relieve the Licensee of any of its obligations under this agreement.
- 11. On or before September 1, of each year, the Licensee shall provide a schedule of all games and events or clinics to Licensor.
- 12. In the event of a breach of any of the terms and conditions contained herein by

the Licensee, the Licensor may cancel this agreement. In the event of any breach of term or condition hereof, Licensor shall provide notice of said breach and a fifteen-day opportunity to cure any breach hereof. In any other event, either party shall have the right to cancel this agreement without cause by giving notice to the other party advising that the termination shall be in effect in ninety (90) days thereafter. It is understood that the notice provision contained herein shall not be applicable if termination is required by statue, judicial determination or administrative notice.

- 13. The Licensee agrees to hold harmless and indemnify and defend the Licensor against any and all claims or actions involving personal injury or property to the extent of available insurance coverage damage of any nature, arising either directly or indirectly out of its use of the Licensor's property or arising out of any breach of the terms and conditions of this agreement. The Licensor guarantees observance of all regulations governing use of facilities of the Village of Northport, payment of any charges incurred and states that the organization agrees to indemnify and save harmless and defend the Village of Northport and the Board of Trustees, employees and volunteers against any and all claims for damages or injury to persons or property that may be occasioned by, or arise from the use of the facilities.
- 14. This agreement may not be assigned to the Licensee.
- 15. The Licensee agrees to fully comply with all Federal, State and Local Laws and regulations as they may apply to its use and occupancy of the Licensed Premises.

- 16. The Licensor shall not be liable for loss, expense or damage to any Person or property at the Licensed Premises as a result of the actions of the league unit's participants.
- 17. The Licensee shall be responsible for all acts of the Licensee employees, Participants, having access to the Licensed premises.
- 18. The Licensee shall not convey, assign, pledge or otherwise transfer its rights and obligations under this agreement to any other party, without the prior written consent of the Licensor.
- 19. The Licensee shall be responsible for mowing the grass on the soccer fields.
- 20. The Licensee agrees that the Licensee has inspected the Licensed premises (soccer fields) and has determined said Licensed Premises to be in a same and acceptable condition for use by the Licensee and suitable for the Licensee's intended use.
- 21. The Licensee represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Village of Northport,

  New York State or any political party, with the purpose of intent of securing an agreement or securing favorable treatment with respect to the awarding of amending of an agreement or the making of any determination with respect to the performance of an agreement.
- 22. The Licensee agrees to comply with the Title VII of the Civil Rights

Act of 1964 (as amended), the ADA (American with Disabilities Act), and the ADEA (Age Discrimination Employment Act), all amendments thereto and all requirements imposed by or pursuant to those laws, to the end that no person shall be, on the grounds of sex, race, religion, color, marital status, disability, age, or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking services by or employment with the Licensee. The Licensee is non-sectarian and all personnel will be hired on the basis of their skills and qualifications for the various positions. No person will be discriminated against because of sex, race, religion, color, marital status, disability, age or national origin.

- 23. The Licensee agrees to comply with the provisions of sections 209-299 of the New York State Executive Law and Civil Rights Law will furnish information and reports deemed necessary by the State Division of Human Rights under these sections.
- 24. In the event of legal action or a claim brought by the Licensor to enforce this agreement or to collect any amount due under this agreement, or because of a breach in the performance of any term, condition, covenant, and/or obligation of this agreement on the part of the Licensee to be kept or performed, and such breach/default is established, the Licensee shall pay the Licensor all expenses it has incurred, including but not limited to attorney fees, costs and disbursements.
- 25. The waiver of the Licenser of a breach/default of any term, condition,

covenant, and/or obligation contained herein shall not be deemed to be a waiver of a subsequent breach/default of the same or other term, condition, covenant, and/or obligation contained herein. No term, condition, covenant, and/or obligation of this agreement shall be deemed waived by the Licensee unless said waiver is in writing by the Village.

- 26. The agreement and representation and warranties contained herein shall inure to the benefit of the Licensor, its employees, agents and/or subcontractors, and shall bind the Licensee, its successors and/or assigns.
- 27. The terms of this agreement may not be changed except by written amendment Executed by the Licensor and Licensee.
- 28. No commercial banner or business advertising shall be permitted. The Northport Youth

  Center Soccer League shall be permitted one banner to be placed on the fence at the
  baseball field displaying its league name.
- 29. This Agreement shall be governed by the laws of the State of New York. Any Litigation concerning this agreement shall be commenced in the Supreme Court of Suffolk County, State of New York. If any provision or provisions of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.
- 30. Wherever appropriate, the singular shall include the plural, and vice versa, and the male Gender shall include the female and neuter.
- 31. This Agreement may be terminated, waived or modified only by written agreement executed by the party against which enforcement of such termination, waiver or

modification is sought. This Agreement merges all prior understandings of the parties hereto with

respect to the subject matter hereof.

32. This Agreement may be executed in several counterparts, each of which shall constitute an original,

but all counterparts shall constitute but one and the same agreement.

33. The execution and performance of this Agreement has been duly authorized and approved by the

Board of Trustees of the Village of Northport.

34. This Agreement contains the entire Agreement between the parties and there are no other

Agreements either oral or written between the parties with regard to the subject matter of this

Agreement.

35. Any noticed or other communication required or permitted to be given pursuant to the Agreement

shall be in writing and shall be deemed to have been properly given when delivered by hand, the

FAX or telex, or by registered or certified mail, return receipt requested, with postage prepaid, to

the party or parties to whom such notice is intended to be given at the address of such party first above

written or such other address as such party may designate by notice given hereunder.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year above written.

VILLAGE OF NORTHPORT	NORTHPORT YOUTH CENTER SOCCER LEAGUE

Mayor Donna M. Koch

#### LICENSE AGREEMENT EXTENSION

#### **INCORPORATED VILLAGE OF NORTHPORT**

#### LONG ISLAND ROWING CLUB, INC.

This LICENSE AGREEMENT EXTENSION (this "Agreement") dated \_\_\_day of \_\_\_2023 between the INCORPORATED VILLAGE OF NORTHPORT, having an office at Village Hall, 224 Main Street, Northport, New York 11768 ("Licensor") and the LONG ISLAND ROWING CLUB, INC., a New York non-for-profit corporation, P.O. Box 2786, Huntington Station, New York 11746 ("Licensee or "LIRC").

#### WITNESSETH

WHEREAS, Licensor is the owner of certain property known as Scudder Beach Park (hereinafter referred to as the "Licensed Property"); and

WHEREAS, Licensee is in need of space for the storage of boats and related equipment and a location to continue the operation of its rowing programs; and

WHEREAS, Licensee has requested and Licensor has agreed to permit Licensee to utilize a designated portion of Scudder Beach for the storage of such boats and related equipment, and to use the designated place at the beach/park for the purpose of conducting its rowing and sculling programs for youths and adults; and

WHEREAS, Licensee have agreed, and Licensor have agreed that Licensee will operate its rowing programs on the Licensed Property in accordance with and subject to the terms, provisions and conditions of this agreement; and

WHEREAS, the parties executed a License Agreement dated August 18, 2019 which agreement expired November 30, 2021.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. All terms and conditions of the License Agreement dated August 18, 2019 are incorporated herein and made a part hereof.

#### 2. License:

This Agreement constitutes the granting of a license to Licensor solely for the uses set forth herein and for no other uses. Nothing set forth herein shall be deemed to grant Licensee any leasehold, fee, options or other interests in the Licensed Property, it being specifically agreed and understood that it is the intent of the parties hereto that this Agreement constitutes a license agreement and the Licensed Property shall remain open to the general public.

#### 3. <u>Term:</u>

The term of this Agreement shall commence effective December 1, 2022, until November 30, 2024 and will be automatically renewed for an additional one year, unless either party terminates this agreement within thirty (30) days' notice to the other party.

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The monthly rental for the Licensee's use for the storage of such boats and related equipment, and to use the designated area at Scudder Beach Park for the purpose of entering the water to conduct its rowing and sculling program for high school athletes is \$200 per month, from the beginning of the term to the end of the term.

• • • • • •	and pursuant to such resolution the Mayor has
THE INCORPORATED VILLAGE OF NORTHPORT	LONG ISLAND ROWING CLUB, INC.
By: DONNA KOCH	Ву:

# **MS4 Annual Report Cover Page**

MCC form for period ending March 9, 2023

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# MS4 Annual Report Cover Page

MCC form for period ending March 9, 2023

Provide SPDES ID of each permitted MS4 included in this report.

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## MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,2023

Name of MS4	illage of No	orthport												SPD		$\overline{}$	Э			
Each MS4 must	submit	an MC	CC for	m.																
Section 1 - M	ICC Id	lentifi	catio	n ]	Pag	e														
Indicate whether  ■ An Annual Rep  ○ A Single Entity  ○ A Joint Report	ort for a	single	MS4				to o	erti	fy e	ndo	rsen	nent	or a	ccept	ance	e of:				
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# MS4 Municipal Compliance Certification(MCC) Form

MCC form for period endin	g March 9, 2023
	SPDES ID
Name of MS4 Village of Northport	NYR20AB0B
Section 2 - Contact Information	
Important Instructions - Please Read	
Contact information must be provided for <u>each</u> of the fo	ollowing positions as indicated below:
1. Principal Executive Officer, Chief Elected Official of GP-0-08-002 Part VI.J).	or other qualified individual (per
2. Duly Authorized Representative (Information for the Authorized Representative is signing this form)	is contact must only be submitted if a Duly
3. The Local Stormwater Public Contact (required per	GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Co coordination/implementation of SWMP).	ordinator (Individual responsible for
5. Report Preparer (Consultants may provide company	name in the space provided).
A separate sheet must be submitted for each position filled by the same individual. If one individual fills once and check all positions that apply to that indivi-	multiple roles, provide the contact information
If a new Duly Authorized Representative is signing provided and a signature authorization form, signed Elected Official must be attached.	
For each contact, select all that apply:	
Principal Executive Officer/Chief Elected Official	
O Duly Authorized Representative	
O Local Stormwater Public Contact	
O Stormwater Management Program (SWMP) Coordinator	
O Report Preparer	
•	
First Name MI	Last Name
Donna M	Koch
Title	
Mayor Address	
224 Main Street	
City	State Zip
Northport	NY 11768 -
eMail	
d.koch@northportny.gov	
Phone	County
<b>(</b>   6   3   1   <b>)</b>   2   6   1   <b>-</b>   7   5   0   2	Suffolk

# MS4 Municipal Compliance Certification (MCC) Form

SPDES ID

MCC form for period ending March 9, 2023

Name of MS4 Village of Northport	NYR2DABOB
Section 3 - Partner Information	
Did your MS4 work with partners/coalition to complete some or all per period?	mit requirements during this reporting  O Yes  O No
If Yes, complete information below.  Submit a separate sheet for each partner. Information provided accepted. If your MS4 cooperated with a coalition, submit one coalition. It is not necessary to include a separate sheet for each partner.	sheet with the name of the
If No, proceed to Section 4 - Certification Statement.	
Partner/CoalitionName	
Partner/Coalition Name (con't.)	SPDES Partner ID - If applicable
	N Y R 2 0
Address	
City	ate Zip
eMail	
	y Binding Agreement in accordance P-0-08-002 Part IV.G.? O Yes O No
	Solidor Frograms of Manager 1 and 19
O MM1	
O MM2	
O MM3	
O MM4	
O MM5	
O MM6	
Additional tasks/responsibilities  Watershed Improvement Strategy Best Management Practice watersheds included in GP-0-08-002 Part IX.	es required for MS4s in impaired

### MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2023

SPDES ID

Name of MS4 Village of Northport	NYR20A303
Section 4 - Certification Statement	
"I certify under penalty of law that this document and all attachment direction or supervision in accordance with a system designed to as properly gathered and evaluated the information submitted. Based persons who manage the system, or those persons directly responsible information submitted is, the best of my knowledge and belief, aware that there are significant penalties for submitting false information and imprisonment for knowing violations."  This form must be signed by either a principal executive officer or authorized representative of that person as described in GP 0.08 for	on my inquiry of the person or lible for gathering the information, true, accurate, and complete. I am mation, including the possibility of ranking elected official, or duly
authorized representative of that person as described in GP-0-08-06  First Name  MI Last Name	02 Part VI.J.
Donna M Koch	
Title (Clearly print title of individual signing report)  Mayor	
Signature  Dorrech Koch	Date 0 8 / 1 5 / 2 0 2 3
The annual report form and any attachments can be sent to the DE Form link below, or by sending it directly to: MS4compliance@de	

**Submit Form** 

include the SPDES ID in the title and must be complete before hitting the Submit Form link below:

If unable to submit electronically, hardcopy submissions can be sent to:

Bureau of Water Compliance Division of Water 4th Floor 625 Broadway Albany, New York 12233-3505

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

Name of MS4/Coalition

Village of Northport

NYR2 0A 30 3

### **Water Quality Trends**

The information in this section is being reported (check one)	):
<ul> <li>On behalf of an individual MS4</li> <li>On behalf of a coalition</li> <li>How many MS4s are contributed to this report?</li> </ul>	001

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.

If Yes, choose one of the following

- O Report(s) attached to the annual report
- O Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

No

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This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Northport	SPDES ID NYR20A303
Minimum Control Measure 1. Public Ed	ucation and Outreach
The information in this section is being reported (check one):	
<ul> <li>On behalf of an individual MS4</li> <li>On behalf of a coalition         How many MS4s contributed to this report?         00     </li> </ul>	
1. Targeted Public Education and Outreach Best Managem	ent Practices
Check all topics that were included in Education and Outreach d	luring this reporting period:
● Construction Sites	O Pesticide and Fertilizer Application
● General Stormwater Management Information	Pet Waste Management
	● Recycling
☑ Illicit Discharge Detection and Elimination	O Riparian Corridor Protection/Restoration
Ø Infrastructure Maintenance	O Trash Management
<b>⊘</b> Smart Growth	O Vehicle Washing
Storm Drain Marking	O Water Conservation
$\bigcirc \ Green \ Infrastructure/Better \ Site \ Design/Low \ Impact \ Development$	O Wetland Protection
Other:	○ None
Other	
2. Specific audiences targeted during this reporting period:	
● Public Employees ● Contractors	
O Residential O Developers	
O Businesses O General Public	
● Restaurants ○ Industries	
Other: O Agricultural	
Other	

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank. SPDES ID Village of Northport NYR2DABOB Name of MS4/Coalition 3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply: 00052 Construction Site Operators Trained #Trained O Direct Mailings # Mailings O Kiosks or Other Displays # Locations O List-Serves # In List O Mailing List # In List # Days Run O Newspaper Ads or Articles 00050 Public Events/Presentations # Attendees O School Program # Attendees O TV Spot/Program # Days Run 00250 Total # Distributed Printed Materials: Locations (e.g. libraries, town offices, kiosks) Village Hall Office Other: • Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed. URL northportny.gov/ms4 URL

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

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This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition	
Village of Northport	SPDES ID NYR20A303
Name of MS4/Coalition	11112011909
4. Evaluating Progress Toward Measurable Goals MCM 1	
Use this page to report on your progress and project plans toward achieving identified in your Stormwater Management Program Plan (SWMPP), included in the submit additional pages as needed.	
A. Briefly summarize the Measurable Goal identified in the SWMPP	in this reporting period.
To educate Contractors and homeowners about silt carried by runoff during methods available to prevent issues.	ng construction and simple
B. Briefly summarize the observations that indicated the overall effection.  Training of contractors who routinely work in the village has led to a red	
run off from construction sites.  C. How many times was this observation measured or evaluated in the state of the state o	his reporting period?
	(ex.: samples/participants/ev
D. Has your MS4 made progress toward this Measurable Goal during	• • •
E. Is your MS4 on schedule to meet the deadline set forth in the SW	MPP?
F. Briefly summarize the stormwater activities planned to meet the athenext reporting cycle (including an implementation schedule).	goals of this MCM during
Routine contractor training will continue as will site inspections and dist public meetings.	ribution of information at

This report is being submitted for the reporting period ending March 9,|20|23|

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank. SPDES ID Village of Northport NYR20AB0B Name of MS4/Coalition Minimum Control Measure 2. Public Involvement/Participation The information in this section is being reported (check one): On behalf of an individual MS4 On behalf of a coalition How many MS4s contributed to this report? |00|11. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply: 00002 Cleanup Events # Events O Comments on SWMP Received #Comments 2 6 7 5 2 0 6 Community Hotlines Phone # 0 0 Phone# Phone # 0 0 Phone# Phone # 0 0 Phone# Phone# 0 0 Phone# Phone # 0 Phone# 0 Phone # O Community Meetings # Attendees 0016010 Plantings Sq. Ft. O Storm Drain Markings #Drains O Stakeholder Meetings # Attendees O Volunteer Monitoring # Events Other: 2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided? Yes O No O List-Serve # In List O Newspaper Advertising # Days Run O TV/Radio Notices # Days Run ● Other: Village Board Meeting

• Web Page URL: Enter URL(s) on the following two pages.

This report is being submitted for the reporting period ending March 9, 2023

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This report is being submitted for the reporting period ending March 9, 2023

Village of Northport	SPDES ID NYR20A303
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Where can the public access copies of this annual repo	· ·
Program SWMP) Plan and submit comments on those	
Enter address/contact info and select radio button to indic	
whether comments may be submitted at that location. Sul	
IS4/Coalition Office ■ Annu Department	ual Report O SWMP Plan O Commen
Village Hall	
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Northport	NY 1 1 7 6 8 -
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This report is being submitted for the reporting period ending March 9, 2023

	SPDES ID		
Name of MS4/Coalition Village of Northport	NYR20A30	3	
4.a. If this report was made available on the internet, what date	was it posted?		
Leave blank if this report was not posted on the internet.	0 8 / 2 1	/ 2 0	2 3
4.b. For how many days was/will this report be posted?		36	5
If submitting a report for single MS4, answer 5.a If submitting	g a joint report, ans	wer 5.b	
5.a. Was an Annual Report public meeting held in this reportin	g period?	Yes	O No
If Yes, what was the date of the meeting?	08/22	/ 2 0	2 3
If No, is one planned?		○ Yes	• No
5.b. Was an Annual Report public meeting held for all MS4s co	ntributing to this	report d	uring
this reporting period?		<ul><li>Yes</li></ul>	O No
If No, is one planned for each?		○ Yes	• No
6. Were comments received during this reporting period?		O Yes	<ul><li>No</li></ul>
If Yes, attach comments, responses and changes made to			
SWMP in response to comments to this report.			

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a co	
Name of MS4/Coalition Village of Northport	SPDES ID NYR20A303
7. Evaluating Progress Toward Measurable Goals MCM 2	
Use this page to report on your progress and project plans toward ac identified in your Stormwater Management Program Plan (SWMPP III.C.1. Submit additional pages as needed.	•
A. Briefly summarize the Measurable Goal identified in the SW	MPP in this reporting period.
Storm water pollution prevention is a routine topic discussed durin Public input is solicited and received on specific projects as they are education are implemented through local entities such as the garden through their administration of public planters and gardens which a demonstration purposes.	ise. Public participation and a club which the Village sponsors
B. Briefly summarize the observations that indicated the overal Goal.	l effectiveness of this Measurable
Public gardens have been maintained and used for educational purp solicited at Board Meetings and other informational meetings.	oses; and public input has been
C. How many times was this observation measured or evaluated	d in this reporting period?
	(ex.: samples/participants/events
D. Has your MS4 made progress toward this measurable goal d	uring this reporting period?  • Yes • No
E. Is your MS4 on schedule to meet the deadline set forth in the	e SWMPP? ● Yes ○ No
F. Briefly summarize the stormwater activities planned to meet the next reporting cycle (including an implementation scheduling)	the goals of this MCM during
Public participation at all public village meetings will continue and percolation enhancing features will continue to be sponsored by the	

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

**SPDES ID** 

Name of MS4/Coalition Village of Northport		NYR2 0Aβ0β
Minimum Control Measure 3.	Illicit Discharge	Detection and Elimination
The information in this section is being reported	(check one):	
<ul> <li>On behalf of an individual MS4</li> <li>On behalf of a coalition</li> <li>How many MS4s contributed to</li> </ul>	this report? 001	
1. Enter the number and approx. percent	of outfalls mapped:	# 100 %
2. How many of these outfalls have been s reporting period (outfall reconnaissance)		ather discharges during this
3.a. What types of generating sites/sewersh reporting period?	eds were targeted fo	or inspection during this
O Auto Recyclers	O Landscaping (Irri	gation)
O Building Maintenance	<ul><li>Marinas</li></ul>	
O Churches	O Metal Plateing O	perations
O Commercial Carwashes	Outdoor Fluid Sto	orage
O Commercial Laundry/Dry Cleaners	Parking Lot Main	ntenance
O Construction Vehicle Washouts	O Printing	
○ Cross-Connections	O Residential Carw	ashing
O Distribution Centers	<ul><li>Restaurants</li></ul>	
O Food Processing Facilities	O Schools and Univ	versities
O Garbage Truck Washouts	O Septic Maintenan	ce
O Hospitals	O Swimming Pools	
O Improper RV Waste Disposal	O Vehicle Fueling	
O Industrial Process Water	O Vehicle Maint./Re	epair Shops
Other:	○ None	
Breweries		
O Sewersheds:		

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

		SPDES ID		
Name of MS4/Coalition Village of Northport		NYR20A30	3	
3.b. What types of illicit discharges ha	ve been found during tl	his reporting period?	)	
O Broken Lines From Sanitary Sewer	O Industrial Connection	ons		
O Cross Connections	O Inflow/Infiltration			
O Failing Septic Systems	O Pump Station Failur	e		
O Floor Drains Connected To Storm Sewer	s O Sanitary Sewer Over	rflows		
O Illegal Dumping	O Straight Pipe Sewer	Discharges		
Other:  4. How many illicit discharges/poten	None     Illegal connections by	nave been detected de	uring thi	ie
reporting period?	uai megai connections i	iave been detected di		00
5. How many illicit discharges have l	peen confirmed during	this reporting period	? 0	00
6. How many illicit discharges/illegal period?	connections have been	eliminated during th		ting
7. Has the storm sewershed mapping If No, approximately what percent w	· -		● Yes	○ No
8. Is the above information available Is this information available on the If Yes, provide URL(s):	e web?		<ul><li>Yes</li><li>Yes</li></ul>	○ No  ■ No
Please provide specific address of pagurat	ge where map(s) can be a	ccessed - not home pa	ige.	
URL				<del></del>
			1 1 1	1 1 '

This report is being submitted for the reporting period ending March 9, 2023

ame of MS4/Coalition  Village of Northport  B. URL(s) con't.:  Please provide specific address of page where map(s) ca	an he		NY	RZU	A30	<u> </u>		
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The set IDDE lead to the set of t		<del></del>						
Has an IDDE law been adopted for each traditional MS approved for all non-traditional MS4s contributing to t				IDI	)E p			
approved for an non-diaditional 141548 contributing to t	unis re	chart	•				Yes	0
0. If Yes, has every traditional MS4 contributing to this re	eport	certi	fied	that	this	law	, is	
equivalent to the NYS Model IDDE Law?	-Port	JUI 11			Yes		No	01
1. What percent of staff in relevant positions and departn	nents	has r	ecei	ved ]	IDD	E tr	ainir	ıg?
								<del></del>

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a c	coalition leave SPDES ID blank.
	SPDES ID
Name of MS4/Coalition Village of Northport	NYR20A30B
12. Evaluating Progress Toward Measurable Goals MCM 3	
Use this page to report on your progress and project plans toward a identified in your Stormwater Management Program Plan (SWMP) III.C.1. Submit additional pages as needed.	<del>-</del>
A. Briefly summarize the Measurable Goal identified in the SV	WMPP in this reporting period.
Mapping all outfalls which discharge to Northport Harbor and routhose having discharge volumes not consistent with rain fall events	
B. Briefly summarize the observations that indicated the overa Goal.	all effectiveness of this Measurable
The Village has completed an investigation of all outfalls to the had Huntington which owns several of those outfalls. Maps of all outfalls been produced. The topography of the village results in extensive maps have been used to facilitate routine inspections in order to id dry weather and higher rates which might indicate an illicit discharge.	falls and connected piping have seepage near the shoreline. The lentify routine seepage rates during
C. How many times was this observation measured or evaluate	ed in this reporting period?
	(ex.: samples/participants/ever
D. Has your MS4 made progress toward this measurable goal	
E. Is your MS4 on schedule to meet the deadline set forth in th	
F. Briefly summarize the stormwater activities planned to meet the next reporting cycle (including an implementation scheen	
Routine inspections by village staff will continue with a goal to idestormwater flow or visually suspicious water quality.	<u> </u>

This report is being submitted for the reporting period ending March 9, 2023

Nan	sPDES ID  Village of Northport  NYR2 0A 3 0 3
	Minimum Control Measures 4 and 5.  Construction Site and Post-Construction Control
The	e information in this section is being reported (check one):
	On behalf of an individual MS4 On behalf of a coalition How many MS4s contributed to this report?
1a	Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?   • Yes • No
1b	Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney cerfification or using the NYSDEC Gap Analysis Workbook?  O Yes  No ONT
	If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.  O 09/2004 O 03/2006 O NT
2.	Does your MS4/Coalition have a SWPPP review procedure in place? • Yes • No
3.	How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?
4.	Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?    ● Yes ○ No ○ NT
	If Yes, how many public comments were received during this reporting period?
5.	Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? • Yes O No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

● Notices of Violation	#	00000	O No Authority
<ul><li>Stop Work Orders</li></ul>	#	00000	O No Authority
O Criminal Actions	#		No Authority
O Termination of Contracts	#		No Authority
O Administrative Fines	#		No Authority
O Civil Penalties	#		No Authority
O Administrative Orders	#		No Authority
O Enforcement Actions or Sanctions	#		
Other	#		<ul><li>No Authority</li></ul>

This report is being submitted for the reporting period ending March 9, 2023

Naı	ne of MS4/Coalition Village of Northport	NYR2DABOB		Ш
	Minimum Control Measure 4. Construction Site S	tormwater Runo	ff Contro	<u>) l</u>
Th	e information in this section is being reported (check one):			
	On behalf of an individual MS4 On behalf of a coalition How many MS4s contributed to this report?			
1.	How many construction projects have been authorized for diduring this reporting period?	isturbances of one a	o 0 0	re
2.	How many construction projects disturbing at least one acreduring this reporting period?	were active in you	r jurisdicti 000	ion
3.	What percent of active construction sites were inspected dur	ing this reporting p	<b>period?</b> 0	NT
4.	What percent of active construction sites were inspected more	re than once?	100	NT
5.	Do all inspectors working on behalf of the MS4s contributin Construction Stormwater Inspection Manual?	g to this report use • Yes		NT
6.	Does your MS4/Coalition provide public access to Stormwat (SWPPPs) of construction projects that are subject to MS4 r	eview and approva	1?	NT
	If your MS4 is Non-Traditional, are SWPPPs of construction public review?	n projects made av		No
	If Yes, use the following page to identify location(s) where SWI	PPPs can be accessed	i.	

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Northport	NYR20A30B
C	
6. con't.:	
Submit additional pages as needed.	
● MS4/Coalition Office	
Department	
Village Hall Office	
Address	
224 Main Street	
City Northport NY	Zip 1 1 7 6 8 -
	11/68-
Phone ( 6 3 1 ) 2 6 1 - 7 5 0 2	
○ Library Address	
Address	
City	Zip
	0 -
Phone	
O Other	
Address	
City	Zip
	0 -
Phone	
O Web Page URL(s): Please provide specific address where SWPPPs	s can be accessed - not home page.
URL	
	<del>                                     </del>
URL	

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a	coalition leave SPDES ID blank.
Name of MS4/Coalition Village of Northport	SPDES ID NYR20A303
Number of Many Countries	
7. Evaluating Progress Toward Measurable Goals MCM 4	
Use this page to report on your progress and project plans toward identified in your Stormwater Management Program Plan (SWMIII.C.1. Submit additional pages as needed.	
A. Briefly summarize the Measurable Goal identified in the S	SWMPP in this reporting period.
Education of contractors and homeowners; permitting and inspect within the village.	ction of 100% of construction sites
B. Briefly summarize the observations that indicated the over Goal.	rall effectiveness of this Measurable
Continuing to develop more formal training materials for the pub construction sites; requirements for stormwater control on all sub of 100% of construction sites by the Village Building Department	omitted site plans; and inspections
C. How many times was this observation measured or evalua	ted in this reporting period?
c. How many times was this observation incastred of evalua	0001
D. TT	(ex.: samples/participants/even
D. Has your MS4 made progress toward this measurable goa	I during this reporting period?  • Yes • No
E. Is your MS4 on schedule to meet the deadline set forth in t	the SWMPP?
	• Yes • No
F. Briefly summarize the stormwater activities planned to me the next reporting cycle (including an implementation sche	
Permitting and inspections of all sites will continue and education	nal materials will be enhanced.

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

NYR20A303

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

On behalf of an individual MS4

On behalf of a coalition

How many MS4s contributed to this report?

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
O Alternative Practices			
O Filter Systems			
O Infiltration Basins			
Open Channels			
O Ponds			
○ Wetlands			
○ Other			

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintanance? 

● Yes ○ No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

O Building Codes	O Municipal Comprehensive Plans
Overlay Districts	Open Space Preservation Program
<ul><li>Zoning</li></ul>	● Local Law or Ordinance
○ None	● Land Use Regulation/Zoning
O Watershed Plans	Other Comprehensive Plan
Other:	

This report is being submitted for the reporting period ending March 9, 2023

Nan	ne of MS4/Coalition Village of Northport NYR20A30				
4a.	Are the MS4s contributing to this report involved in a regional/watershed wide plann	ng ef	fort:	?	
		0 Y	es	• ]	No
4b.	. Does the MS4 have a banking and credit system for stormwater management practice	s?			
		0 <b>Y</b>	es	• ]	No
4c.	Do the SWMP Plans for each MS4 contributing to this report include a protocol for evand approval of banking and credit of alternative siting of a stormwater management		tice?		No
4d.	. How many stormwater management practices have been implemented as part of this	yster	m in	this	5
	reporting period?	00	0		
5.	What percent of municipal officials/MS4 staff responsible for program implementation training on Low Impace Development (LID), Better Site Design (BSD) and other Great Infrastructure principles in this reporting period?				%

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report	on behalf of a coalition leave SPDES ID blank.
	SPDES ID

Name of MS4/Coalition Village of Northport	NYR20A303
6. Evaluating Progress Toward Measurable Goals MCM 5	
Use this page to report on your progress and project plans toward identified in your Stormwater Management Program Plan (SWMIII.C.1. Submit additional pages as needed.	
A. Briefly summarize the Measurable Goal identified in the S	SWMPP in this reporting period.
Provide routine training on low impact development and green in Inventory 100% of constructed storm-water management practice Village GIS map, and reflect all maintenance activities within the	es on record mapping and the
B. Briefly summarize the observations that indicated the over Goal.	rall effectiveness of this Measurable
One Staff member was sent for training on low impact developm were no post- constructing storm-water management practices to system was added to the GIS map.	
C. How many times was this observation measured or evalua	ted in this reporting period?
	0001
D. Has your MS4 made progress toward this measurable goa	(ex.: samples/participants/events.  I during this reporting period?  ● Yes ○ No
E. Is your MS4 on schedule to meet the deadline set forth in t	the SWMPP?  • Yes • No
F. Briefly summarize the stormwater activities planned to me the next reporting cycle (including an implementation scho	
While no post construction stormwater management practices ex practices to the GIS map have been created.	ist, the table structure to add future

This report is being submitted for the reporting period ending March 9, 2023

Name of MS4/Coalition Village of Northport	NYRZOABOB
Minimum Control Measure 6. Sto	ormwater Management for Municipal Operations
The information in this section is being reported	ed (check one):
<ul> <li>On behalf of an individual MS4</li> <li>On behalf of a coalition</li> <li>How many MS4s contributed to</li> </ul>	to this report? 001
Pollutants of Concern to the MS4 sys operation/facility has been addressed Program(SWMP) Plan and whether reporting period. A self-assessment i potentially generated by the permitte effectiveness of existing programs an	/facility that contributes or may potentially contribute etem. For each operation/facility indicate whether the in the MS4's/Coalition's Stormwater Management a self-assessment has been performed during the is performed to: 1) determine the sources of pollutants ee's operations and facilities; 2) evaluate the and 3) identify the municipal operations and facilities on prevention and good housekeeping program, if it's
	Self-Assessment
	Operation/Activity/Facility performed within the past 3
Operation/Activity/Facility	Addressed in SWMP? years?
Street Maintenance	● Yes ○ No ○ Yes ● No

This report is being submitted for the reporting period ending March 9, 2023

		SPDES ID		
Naı	ne of MS4/Coalition Village of Northport	NYR20A30	3	
2.	Provide the following information about municipal operat	ions good housekeep	oing pro	grams:
<b>(</b> )	Parking Lots Swept (Number of acres X Number of times swep	t) # Acres	00060	
• :	Streets Swept (Number of miles X Number of times swept)	# Miles	00042	
•	Catch Basins Inspected and Cleaned Where Necessary	#	00078	
	Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary	#	00000	
01	Phosphorus Applied In Chemical Fertilizer	# Lbs.	00000	
01	Nitrogen Applied In Chemical Fertilizer	# Lbs.	00000	
(	Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X N times applied to the nearest tenth.)	,, , , , , ,	0 0 0	0.0
3.	How many stormwater management trainings have been p	provided to municipa	al emplo	yees
	during this reporting period?	•	00002	
4.	What was the date of the last training?	12/14	/ 2 0	2 2
5.	How many municipal employees have been trained in this	reporting period?	0	02
6.	What percent of municipal employees in relevant positions stormwater management training?	s and departments r	<b>eceive</b> 0 0 8	%

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a co	oalition leave SPDES ID blank.
Village of Northport	SPDES ID NYR20AB0B
Name of MS4/Coalition	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
7. Evaluating Progress Toward Measurable Goals MCM 6	
Use this page to report on your progress and project plans toward acidentified in your Stormwater Management Program Plan (SWMPF III.C.1. Submit additional pages as needed.	•
A. Briefly summarize the Measurable Goal identified in the SV	VMPP in this reporting period.
Maintain and clean 100% of catch basins and sediment traps; Provieach year.	ide training to 35% of employees
B. Briefly summarize the observations that indicated the overa Goal.	ll effectiveness of this Measurable
Stormwater system maintenance included cleaning of 100% of cate DPW facility has begun and will include improved materials storage areas have been completed including staff training.	
C. How many times was this observation measured or evaluate	ed in this reporting period?
·	0048
D. W. 1604	(ex.: samples/participants/eve
D. Has your MS4 made progress toward this measurable goal of	during this reporting period? ● Yes ○ No
E. Is your MS4 on schedule to meet the deadline set forth in the	
	● Yes ○ No
F. Briefly summarize the stormwater activities planned to mee the next reporting cycle (including an implementation sched	
Activities planned for this up coming year include stormwater systematic training and identification of potential contribution sources of pollutions.	

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

		SPDES ID	
Name of MS4/Coalition	Village of Northport	NYR20A303	

#### **Additional Watershed Improvement Strategy Best Management Practices**

The information in this section is being reported (check or
---

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?  $|^{0}$ 

00	01	

#### MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	•	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary		-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments			-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1.	Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?	● No	O N/A
2.	Has 100% of the MS4/Coalition conveyance system been mapped in GIS?	O No	O N/A
	If N/A, go to question 3.	0 110	0 1472
	If No, estimate what percentage of the conveyance system has been mapped so far.		<b>%</b>
	Estimate what percentage was mapped in this reporting period.		<u> </u>

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

		SPDES ID		
Na	me of MS4/Coalition Village of Northport	NYR20A30	3	
	Does your MS4/Coalition have a Stormwater Conveyance and Maintenance Plan Program?	• Yes	O No	0 N/A
4.	Estimate the percentage of on-site wastewater treatment sy and maintained or rehabilitated as necessary in this report	•	n inspe	
5.	Has your MS4/Coalition developed a program that provid NYSDEC SPDES General Permit for Stormwater Dischar (GP-0-08-001) to reduce pollutants in stormwater runoff fidisturb five thousand square feet or more?	ges from Construction	n Acti	vities that
6.	Has your MS4/Coalition developed a program to address prunoff from new development and redevelopment projects equal to one acre that provides equivalent protection to the Permit for Stormwater Discharges from Construction Act the New York State Stormwater Design Manual Enhanced Standards?	that disturb greater e NYS DEC SPDES ( ivities (GP-0-08-001)	than o Genera , includ	or al ling
7a	Does your MS4/Coalition have a retrofitting program to rephosphorus/nitrogen/pathogen loading?	educe erosion or • Yes	• No	O N/A
<b>7</b> b	.How many projects have been sited in this reporting perio	d?		000
7c.	. What percent of the projects included in 7b have been con	apleted in this report	ing per	
7d	.What percent of projects planned in previous years have b	•	0 0 0	
		• No	Projects	s Planned
8a	Has your MS4/Coalition developed and implemented a turprocedures policy that addresses proper fertilizer applicat lands?			
8b	.Has your MS4/Coalition developed and implemented a tur procedures policy that addresses proper disposal of grass of municipally owned lands?			d ● N/A

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition Village of Northport	NYR20A30	3	
9. Has your MS4/Coalition developed and implemented a program	of native plan	ting?	
	O Yes	<ul><li>No</li></ul>	O N/A
10. Has your MS4/Coalition enacted a local law prohibiting pet wast prohibiting goose feeding?	<del>-</del>		rties and O N/A
11. Does your MS4/Coalition have a pet waste bag program?	• Yes	O No	O N/A
12. Does your MS4/Coalition have a program to manage goose populations?	• Yes	○ No	O N/A

Quote Number 00007483



Prepared By Judy Beiriger
Phone (913) 428-3276

Email jbeiriger@kustomsignals.com

Address 10901 W. 84th Terrace, Suite 100

Lenexa, KS 66214

Created Date 8/16/2023
Expiration Date 11/16/2023

Quote To:

Name Chief Chris Hughes

Bill To Name NORTHPORT POLICE DEPT

Bill To PO BOX 358

NORTHPORT, NY 11768-0358

USA

Ship To Name NORTHPORT POLICE DEPT

Ship To 224 MAIN ST

NORTHPORT, NY 11768-0358

USA

Product Code	Quantity	Product Description	Sales Price	Total Price
5002	1.00	SMART 12 RADAR trailer with 12" fixed amber LED display, fold down posted speed limit sign, and 5-year warranty.	\$5,988.24	\$5,988.24

#### Totals

Subtotal \$5,988.24
Shipping and Handling \$0.00
Total Amount \$5,988.24

New York State NASPO Contract PC68531 Valid through 2/19/2024 Includes shipping and handling

Options to consider; not included in total:

Flashing violator alert strobes with red/blue, blue/blue, white/white, red/red or red/white pairs \$408.00

Traffic Statistics Package, USB and wireless download with SMARTstat software \$840.00\*\* No subscription service needed for survey software\*\*

LED trailer lighting package \$76.00

LED trailer lighting package \$70.00

Spare tire with frame mounting bracket \$100.00

Galvanized wheel upgrade \$60.00

50 Watt solar panel \$920.00

Trailer cover \$52.00

Cable lock \$76.00

2" Ball coupler lock \$56.00

Additional 80 amp-hour marine battery (limit two per trailer) \$208.00

Timer - 7 day/24 hour programming with 17 on/off programs per day \$52.00

Quote Acce	eptance			
Signature				
Name				
Title				
Date				

<sup>\*</sup> Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Prepared By Judy Beiriger
Phone (913) 428-3276

Email jbeiriger@kustomsignals.com

Address 10901 W. 84th Terrace, Suite 100

Lenexa, KS 66214

Created Date 8/16/2023
Expiration Date 11/16/2023

#### KUSTOM SIGNALS, INC. TERMS AND CONDITIONS

- APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
- 2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
- 3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
- DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
- 5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
- 6. TERMINATION, RESTOCKING CHARGES. Buyermay terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
- WARRANTY. Seller's warranty is provided separately.
- 8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

- 9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.
- 10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.
- MISCELLANEOUS. These terms and conditions. together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc. Attn: Sales Dept. 9652 Loiret Lenexa, KS 66219

Quote Acce	ptance		
Signature			
Name			
Title			
Date			

# JRH Consulting Engineers, D.P.C.

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636 Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: info@holzmacher.com

July 6, 2023

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

Re: Proposal for Engineering Services
Village Wastewater Treatment Plant
4th Denitrification Filter Addition

#### Dear Mayor Koch:

J.R. Holzmacher P.E., LLC (JRH) Consulting Engineers, is pleased to provide this proposal to provide Professional Engineering and consulting services during design, bidding and construction of the 4<sup>th</sup> Denitrification Filter Addition at the Village Wastewater Treatment Plant.

This proposal is intended to ensure a mutual understanding of the goals, scope, and costs of the engineering tasks detailed below.

#### **TECHNICAL APPROACH**

The existing Denitrification building at the Plant was designed and constructed to accommodate a 4<sup>th</sup> denitrification "cell" for future expansion. The Village has made the commitment to the purchase of the DE NORA TETRA DeepBed Pressure System Expansion in advance of anticipated future sanitary flow entering the Plant. The purchase of the equipment and media has been completed and was a direct purchase by the Village with DE NORA. The expected delivery of main equipment and media provided by DE NORA may be by the end of October 2023. We are recommending to the Village that plans and specifications for the installation and construction of the 4<sup>th</sup> Filter be placed out to public bidding during August 2023.

#### SCOPE OF SERVICES

Our work will include preparation of plans and specifications for public bidding. Denitrification Building plans and piping drawings will be created using available original design drawings. Standard specifications will be created relevant to the mechanical/plumbing and electrical work necessary to complete the installation of the 4<sup>th</sup> Filter. We propose the following tasks and subtasks for your consideration.

#### Task 1 – Design Plans and Specifications

Work under this task will include development of plans and specifications showing the extent of work to be done to construct the 4<sup>th</sup> Denitrification Filter. We anticipate performing the following work.

- Preparation of technical specifications, form of contract, and bid solicitation items.
- Preparation of draft plans for review by the Village. Plans will detail the work required for the installation of the DENORA provided equipment and media.
- Preparation of a final set of plans that will include Village comments.
- Preparation of an Engineer's Opinion of anticipated construction cost.
- All plans will be Computer Aided Drafting (CAD) based and prepared in the NYS plane coordinate system. Three paper sets of plans and specifications will be provided together with electronic files of the drawings on a flash drive for your records.
- Formal proposal and construction bid documents will be prepared for receipt of construction bids.

#### Task 2 – Assistance During Bidding

Work under this Task will be provided in support of Village efforts to obtain competitive bids. We anticipate performing the following work:

- Preparation of "Notice to Bidders" to be placed in the required contract advertisement publications by Village. Any publication fees will be paid for by the Village.
- Notification to potential qualified bidders to pick up bid documents.
- Organization of, and attendance at, pre-bid meeting.
- Communication with potential bidders, including preparation of official questions and answers prior to bid opening.
- Attend bid opening, review of bids for irregularities and unbalanced bids, evaluation of bidder's proposals, verification of references, and preparation of bid tabulation sheet with recommendation for contract award.
- Preparation of contracts for conforming and execution by Counsel. Five bound copies of documents for the contract will be provided.

#### Task 3 – Construction Observation Services

Under this task engineering services during construction can include construction observation and documentation of construction activities. To complete this task we anticipate having to perform some or all of the following:

Periodic or resident construction observation services as requested. We will coordinate
with Village staff for periodic construction observation, as requested, in order to reduce
costs. A written report documenting construction progress and activities will be provided
by JRH for each time we are on site.

- Coordination and running of periodic or special field meetings and preparation of minutes, as requested.
- Negotiations with Contractor to improve the rate and quality of work, when necessary.
- Technical field guidance to contractor to properly perform difficult or complicated portions of the work.
- Preparation of punch lists for project completion.
- Assistance to Village during final inspection.
- Preparation of "as-built" record drawings from field sketches provided by the Contractor.

#### Task 4 – Construction Administration Services

This task will include administration of the construction contract. To complete this task we anticipate having to perform some or all of the following as requested by the Village:

- Review of shop drawings submitted by Contractors.
- Interpretation of plans and specifications in response to contractor questions.
- Communication with contractor, including notification to proceed, evaluation of contractor schedule and progress, documentation of change orders, and notification of contract completion date.
- Preparation of partial and final engineering approvals of contractor payment requests.
- Negotiation of change orders, (if any).
- Coordination with Village Staff to arrange final inspection and contract close out.
- Assistance during regulatory inspections (if any).
- Preparation of regulatory certifications (if any).

#### Task 5 – Additional Services

We are available to assist you with other services, as you may desire during the construction. These are not anticipated to be required but some or all of the following subtasks can be provided as requested:

- Preparation of additional letters, reports, figures or renderings, etc. for communications with regulators, agencies, or the public.
- Attendance or presentations at public meetings, Board meetings, etc.
- Assistance with unforeseen environmental or regulatory issues should they arise, including additional applications, letters or Environmental Assessment Forms.
- Assistance during meetings and negotiations with legislators or other agencies to identify additional sources of funding.
- Preparation of applications and supporting materials for project funding.

- Assistance with negotiations with the NYSDEC or other regulators on construction access, environmental or regulatory issues should they arise.
- Printing of additional contract document copies, figures or displays.

#### **SCHEDULE**

#### Task 1 - Design Plans and Specifications.

The draft set of plans for review by the Village will be submitted within four weeks of notice to proceed. Final plans and specifications will be complete and ready for bid within ten days of receipt of comments from the Village.

#### Task 2 – Assistance During Bidding

The "Notice to Contractors" will be submitted one business day after your notice to proceed with Bid Phase work. Bid tabulation sheets, evaluation of bidder's qualifications, and the recommendation of award letter will be completed within one week of receipt of any required reference materials from bidders.

#### Task 3 – Construction Observation Services

Construction phase services will be rendered in accordance with the pace of construction and as requested by the Village.

#### Task 4 – Construction Administration Services

Construction Administration services will be rendered in accordance with the pace of construction and as requested by the Village. Shop drawings will be reviewed promptly and generally within 48 hours.

#### Task 5 - Additional Services

A mutually agreeable schedule will be negotiated at the time such services are requested.

#### **COST PROPOSAL**

It is our practice to quote lump sum costs for project tasks having well defined scopes, and hourly rates when the scope cannot be reasonably defined in advance.

#### Task 1 – Design Plans and Specifications.

Lump Sum: \$ 9,450.00

#### Task 2 – Assistance During Bidding

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$ 3,150 is suggested.

#### Task 3 – Construction Observation Services

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$ 10,950 is suggested.

#### Task 4 – Construction Administration Services

Time and Expense basis not to be exceeded without your written authorization. An initial budget allocation of \$ 3,950 is suggested.

#### Task 5 - Additional Services

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

#### **AGREEMENT**

A copy of our standard "Terms and Conditions of Service" is enclosed for your consideration. Details of our insurance coverage are described therein.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below and returning one copy (or an equivalent Board Resolution) to this office. Please call Tony Zalak at ext. 103, or me at ext. 101 if you have any questions.

Very truly yours, J.R. Holzmacher P.E., LLC

J. Robert Holzmacher, P.E.

Principal

Accepted by:	
For:	Inc. Village of Northport
Date:	
JRH:j Encl. o:\archive\busdevelo	opment\proposal (dpc)\2023\051-100\077 - northport stp 4th denite cell\jrh dpc-077 northport village 4th denite.doc

Task	Description	Cost
1	Design Plans and Specifications	\$ 9,450.00
2	Assistance During Bidding	\$ 3,150.00
3	Construction Observation Services	\$ 10,950.00
4	Construction Administration Services	\$ 3,950.00
5	Additional Services	\$ -
	Total Cost	\$ 27.500.00

#### Task 1 - Design Plans and Specifications

LABOR		1					
Name	Position	Rat	е	Unit	Quantity	Am	ount
J. Robert Holzmacher, P.E.	Principal	\$	250.00	/hour	4	\$	1,000.00
Michael Simon, P.E.	Principal	\$	225.00	/hour	0	\$	_
Thomas J. Murawski, R.A.	Architect	\$	225.00	/hour	0	\$	-
Anthony J. Zalak	Project Manager/ GIS Specialist	\$	170.00	/hour	12	\$	2,040.00
Steven Uccellini	Project Manager	\$	160.00	/hour	0	\$	-
Paul D. Carroll	Senior Designer	\$	150.00	/hour	24	\$	3,600.00
Kevin Fedorko	Staff Architect	\$	150.00	/hour	0	\$	-
Andrew Brennan, I.E.	Project Engineer	\$	150.00	/hour	0	\$	-
Andrew Hine, I.E.	Project Engineer	\$	150.00	/hour	0	\$	-
Daniel Mastroccco	Project Engineer	\$	140.00	/hour	0	\$	-
Sarah K. Caliendo	Project Engineer	\$	140.00	/hour	0	\$	-
Mia Tagliagambe	Project Engineer	\$	130.00	/hour	0	\$	_
Brandon Ramsaran	Staff Engineer	\$	130.00	/hour	8	\$	1,040.00
Joseph Esposito	Staff Engineer	\$	130.00	/hour		\$	-
Amanda Chiappone	Project Scientist	\$	110.00	/hour	0	\$	-
Diana G. Carriere	Engineering Technician	\$	110.00	/hour		\$	-
Kyle Zalak	Information Technology Specialist	\$	100.00	/hour	0	\$	-
Patricia L. Zalak	Technical Assistant	\$	99.00	/hour	2	\$	198.00
Tina Eletto	Technical Assistant	\$	85.00	/hour	0	\$	-
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$	200.00	/hour	0	\$	
Thomas Nehring, P.E.	Associate Sir. Hydrogeologist  Associate Electrical Engineer	\$	175.00		8		1,400.00
Brian McCaffrey, P.E.	Associate Electrical Engineer Associate Mechanical Engineer	\$	175.00		0	\$	1,400.00
Dylan Clemente, P.E.	Associate Nechanical Engineer  Associate Structural Engineer	\$	150.00		0	\$	
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$	175.00		0	\$	<del>-</del>
Ronald Huttle, CIH (Ret.)	Total Direct Labor	<b>₽</b>	175.00	/rioui	58		9,278.00
	I otal Direct Labor	-			36	Ф	9,270.00
SUPPLIES & EQUIPMENT							<del></del>
printing	8.5" x 11" - Black & White	\$	0.11	/sheet	600	\$	66.00
printing	11" x 17" - Black & White	\$	0.22	/sheet	0	\$	-
··	"D size" - Black & White	\$	2.50	/sheet	40	\$	100.00
	8.5" x 11" - Color	\$	1.00	/sheet	0	\$	-
printing	11" x 17" - Color	\$	2.00	/sheet	0	\$	-
	"D size" - Color	\$	8.00	/sheet	0	\$	-
	8.5" x 11" - Card Stock	\$	0.20	/sheet	10	\$	2.00
	Accu Bind & Cover	\$	1.00	/sheet	5	\$	5.00
	Vehicle Mileage	\$	0.655	/mile	0	\$	-
					0	\$	-
	Total Supplies & Equip.					\$	173.00
						<u> </u>	
	Total Direct Costs					\$	9,451.00
					Say:	\$	9,450.00

#### Task 2 – Assistance During Bidding

LABOR Name	Docition	- B-4		11-14	Ougatitus	A	
J. Robert Holzmacher, P.E.	Principal Rat			Unit /hour	Quantity		ount 500.00
Michael Simon, P.E.		\$	250.00 225.00		2		500.00
Thomas J. Murawski, R.A.	Principal Architect		225.00				
		\$					1 260 00
Anthony J. Zalak	Project Manager/ GIS Specialist	\$	170.00	1	8		1,360.00
Steven Uccellini	Project Manager	\$	160.00		<u></u>		
Paul D. Carroll	Senior Designer	\$	150.00		<u></u>		-
Kevin Fedorko	Staff Architect	\$	150.00		0		
Andrew Brennan, I.E.	Project Engineer	\$	150.00	1	<u> </u>		•
Andrew Hine, I.E.	Project Engineer	\$	150.00				
Daniel Mastroccco	Project Engineer	\$	140.00		C		
Sarah K. Caliendo	Project Engineer	\$	140.00		C		-
Mia Tagliagambe	Project Engineer	\$	130.00		C		•
Brandon Ramsaran	Staff Engineer	\$	130.00		8		1,040.00
Joseph Esposito	Staff Engineer	\$	130.00				
Amanda Chiappone	Project Scientist	\$	110.00	/hour	C		-
Diana G. Carriere	Engineering Technician	\$	110.00	/hour		\$	-
Kyle Zalak	Information Technology Specialist	\$	100.00	/hour		\$	-
Patricia L. Zalak	Technical Assistant	\$	99.00	/hour	2	\$	198.00
Tina Eletto	Technical Assistant	\$	85.00	/hour	C	\$	-
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$	200.00	/hour		\$	
Thomas Nehring, P.E.	Associate Electrical Engineer	\$	175.00		C	\$	-
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$	175.00		C		_
Dylan Clemente, P.E.	Associate Structural Engineer	\$	150.00		C		-
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$	175.00				
, , ,	Total Direct Labor	Ť			20		3,098.00
SUPPLIES & EQUIPMENT		-				-	
	8.5" x 11" - Black & White	\$	0.11	/sheet	C	\$	
	11" x 17" - Black & White	\$	0.22				
	"D size" - Black & White	\$		/sheet	C	<u> </u>	
	8.5" x 11" - Color	\$		/sheet		<u> </u>	
	11" x 17" - Color	\$		/sheet	d		
	"D size" - Color	\$	8.00			<del></del>	
·				/sheet			-
	8.5" x 11" - Card Stock	\$ \$		<del></del>		<u> </u>	-
printing	Accu Bind & Cover			/sheet			-
	Vehicle Mileage	\$	0.655	/mile	40		26.20
	Total Supplies & Equip.					\$	26.20
	rotal Supplies & Equip.		_			<b>3</b>	20.20
	Total Direct Costs					•	2 424 20
	Total Direct Costs				0	\$	3,124.20
				L	Say:	\$	3,150.0

#### Task 3 - Construction Observation Services

LABOR						
Name			Unit	Quantity	Amount	
J. Robert Holzmacher, P.E.	Principal	\$ 250	).00 /hour	4	\$	1,000.00
Michael Simon, P.E.	Principal	\$ 229	5.00 /hour	0	\$	-
Thomas J. Murawski, R.A.	Architect	\$ 225	5.00 /hour	0	\$	-
Anthony J. Zalak	Project Manager/ GIS Specialist	\$ 170	0.00 /hour	8	\$	1,360.00
Steven Uccellini	Project Manager	\$ 160	).00 /hour	0	\$	-
Paul D. Carroll	Senior Designer	\$ 150	).00 /hour	0	\$	-
Kevin Fedorko	Staff Architect	\$ 150	).00 /hour	0	\$	•
Andrew Brennan, I.E.	Project Engineer	\$ 150	).00 /hour	0	\$	-
Andrew Hine, I.E.	Project Engineer		).00 /hour	0	\$	-
Daniel Mastroccco	Project Engineer		0.00 /hour	0	\$	-
Sarah K. Caliendo	Project Engineer		).00 /hour	0	\$	•
Mia Tagliagambe	Project Engineer		0.00 /hour	0		-
Brandon Ramsaran	Staff Engineer		).00 /hour	40		5,200.00
Joseph Esposito	Staff Engineer		0.00 /hour	24		3,120.00
Amanda Chiappone	Project Scientist		0.00 /hour	0		-
Diana G. Carriere	Engineering Technician	<u> </u>	0.00 /hour	0		_
Kyle Zalak	Information Technology Specialist		0.00 /hour	0		-
Patricia L. Zalak	Technical Assistant		0.00 /hour	0		-
Tina Eletto	Technical Assistant		5.00 /hour	0		-
The Lotte	- Common / Colours		11.00		<b>T</b>	
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200	).00 /hour	0	\$	-
Thomas Nehring, P.E.	Associate Electrical Engineer		5.00 /hour	0		
Brian McCaffrey, P.E.	Associate Mechanical Engineer		5.00 /hour	0		_
Dylan Clemente, P.E.	Associate Structural Engineer		0.00 /hour	0		-
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist		5.00 /hour	0		-
· · · · · · · · · · · · · · · · · · ·	Total Direct Labor	<b>— •</b>	1	76		10,680.00
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SUPPLIES & EQUIPMENT					<b></b>	
	g 8.5" x 11" - Black & White	\$ (	0.11 /sheet	0	\$	-
	g 11" x 17" - Black & White		0.22 /sheet	0		-
	g "D size" - Black & White		2.50 /sheet	0	<u> </u>	
	g 8.5" x 11" - Color		I.00 /sheet	0		
	g 11" x 17" - Color		2.00 /sheet	0	_	
	g "D size" - Color		3.00 /sheet	0		
	g 8.5" x 11" - Card Stock		0.20 /sheet	0		-
	g Accu Bind & Cover		I.00 /sheet	0		-
printin	Vehicle Mileage		655 /mile	400		262.00
	Vollado Milougo	<u> </u>	711110	0		
				<del> </del>	+	
·	Total Supplies & Equip.				\$	262.00
	Total outpiles & Equip.				<b> </b> •	202.00
	Total Direct Costs				\$	10,942.00
				Say:	\$	10,950.00

# JRH Consulting Engineers, DPC - COST PROPOSAL/BACKUP SHEET 2023 Hourly Rates

# Inc. Village of Northport Village Wastewater Treatment Plant 4th Denitrification Filter Addition

#### **Task 4 – Construction Administration Services**

LABOR			- <del>-</del>			<u> </u>	
Name	Position Rate			Unit	Quantity	Amount	
J. Robert Holzmacher, P.E.	Principal	\$	250.00		2		500.00
Michael Simon, P.E.	Principal	\$	225.00		0		-
Thomas J. Murawski, R.A.	Architect	\$	225.00		0		<u> </u>
Anthony J. Zalak	Project Manager/ GIS Specialist	\$	170.00		8		1,360.00
Steven Uccellini	Project Manager	\$	160.00		0		
Paul D. Carroll	Senior Designer	\$	150.00		0		<del>-</del>
Kevin Fedorko	Staff Architect	\$	150.00		0	_	
Andrew Brennan, I.E.	Project Engineer	\$	150.00		0		-
Andrew Hine, I.E.	Project Engineer	\$	150.00		0		_
Daniel Mastroccco	Project Engineer	\$	140.00	1	0	· · · · · · · · · · · · · · · · · · ·	
Sarah K. Caliendo	Project Engineer	\$	140.00		0		
Mia Tagliagambe	Project Engineer	\$	130.00		0		
Brandon Ramsaran	Staff Engineer	\$	130.00		16	\$	2,080.00
Joseph Esposito	Staff Engineer	\$	130.00		0	\$	
Amanda Chiappone	Project Scientist	\$	110.00		0	\$	-
Diana G. Carriere	Engineering Technician	\$	110.00	/hour	0	\$	_
Kyle Zalak	Information Technology Specialist	\$	100.00	/hour	0	\$	-
Patricia L. Zalak	Technical Assistant	\$	99.00	/hour	0	\$	-
Tina Eletto	Technical Assistant	\$	85.00	/hour	0	\$	-
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$	200.00	/hour	0	\$	
Thomas Nehring, P.E.	Associate Electrical Engineer	\$	175.00		0		-
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$	175.00		0		_
Dylan Clemente, P.E.	Associate Structural Engineer	\$	150.00		0	<del></del>	-
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$	175.00		0		_
	Total Direct Labor	Ť			26	\$	3,940.00
SUPPLIES & EQUIPMENT	1						
	8.5" x 11" - Black & White	\$	0.11	/sheet	0	\$	-
	11" x 17" - Black & White	\$		/sheet	0		
	D size" - Black & White	\$		/sheet			
	8.5" x 11" - Color	\$		/sheet	0		
		\$		/sheet	0	\$	
	11" x 17" - Color			/sneet	0		
	"D size" - Color	\$			0		
	8.5" x 11" - Card Stock	\$		/sheet	0		
printing	Accu Bind & Cover	\$		/sheet			-
	Vehicle Mileage	\$	0.655	/mie		\$	
	Total Supplies & Equip.					\$	-
	Total Direct Costs					\$	3,940.00
	I OLZI DII EGL GUSLS	-			Say:	\$	3,950.00
<u> </u>				L	Jay.	1 4	3,930.00

# JRH Consulting Engineers, DPC - COST PROPOSAL/BACKUP SHEET 2023 Hourly Rates Inc. Village of Northport Village Wastewater Treatment Plant 4th Denitrification Filter Addition

#### Task 5 - Additional Services

LABOR					
Name	Position	Rate	Unit	Quantity	Amount
J. Robert Holzmacher, P.E.	Principal	\$ 250.	00 /hour	0	\$ -
Michael Simon, P.E.	Principal	\$ 225.	00 /hour	0	\$ -
Thomas J. Murawski, R.A.	Architect	\$ 225.	00 /hour	0	\$ -
Anthony J. Zalak	Project Manager/ GIS Specialist		00 /hour	0	\$ -
Steven Uccellini	Project Manager	\$ 160.	00 /hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 150.	00 /hour	0	\$ -
Kevin Fedorko	Staff Architect	\$ 150.	00 /hour	0	\$ -
Andrew Brennan, I.E.	Project Engineer	\$ 150.	00 /hour	0	\$ -
Andrew Hine, I.E.	Project Engineer	\$ 150.	00 /hour	0	\$ -
Daniel Mastroccco	Project Engineer	\$ 140.	00 /hour	0	\$ -
Sarah K. Caliendo	Project Engineer	\$ 140.	00 /hour	0	\$ -
Mia Tagliagambe	Project Engineer	\$ 130.	00 /hour	0	\$ -
Brandon Ramsaran	Staff Engineer	\$ 130.	00 /hour	0	\$ -
Joseph Esposito	Staff Engineer	\$ 130.	00 /hour	0	\$ -
Amanda Chiappone	Project Scientist	\$ 110.	00 /hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 110.	00 /hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 100.	00 /hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 99.	00 /hour	0	\$ -
Tina Eletto	Technical Assistant	\$ 85.	00 /hour	0	\$ -
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200.	00 /hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 175.	00 /hour	0	\$ -
Brian McCaffrey, P.E.	Associate Mechanical Engineer	\$ 175.	00 /hour	0	\$ -
Dylan Clemente, P.E.	Associate Structural Engineer	\$ 150.	00 /hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.	00 /hour	0	\$ -
	Total Direct Labor			0	\$ -
SUPPLIES & EQUIPMENT					
printing	8.5" x 11" - Black & White	\$ 0.	11 /sheet	0	\$ -
printing	11" x 17" - Black & White	\$ 0.	22 /sheet	0	\$ -
printing	"D size" - Black & White	\$ 2.	50 /sheet	0	\$ -
printing	8.5" x 11" - Color	\$ 1.	00 /sheet	0	\$ -
printing	11" x 17" - Color	\$ 2.	00 /sheet	0	\$ -
printing	"D size" - Color	\$ 8.	00 /sheet	0	\$ -
printing	8.5" x 11" - Card Stock	\$ 0.	20 /sheet	0	\$ -
printing	Accu Bind & Cover	\$ 1.	00 /sheet	0	\$ -
	Vehicle Mileage	\$ 0.6	55 /mile	0	
				0	\$ -
	Total Supplies & Equip.				\$ -
	Total Direct Costs				\$ -

### **Hourly Rates in Effect for 2023**

Personnel Classification:	Hourly Rate:		
Principals	200.00 - 375.00*		
Architect	200.00 - 350.00*		
Associates	150.00 - 315.00*		
Project Managers	132.00 - 262.50*		
Senior Engineers	140.00 - 315.00*		
Engineers	105.00 - 193.50*		
Senior Geologists / Hydrogeologists	110.00 - 315.00*		
Geologists / Hydrogeologists	90.00 - 185.00		
Sr. Environmental Scientists	120.00 - 180.00		
Environmental Scientists	90.00 - 175.00		
GIS/IT Specialist	90.00 - 175.00		
Designer – Engineering Tech	95.00 - 125.00		
Field Technicians	75.00 - 110.00		
Support Staff	60.00 - 105.00		

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), long distance phone calls, printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes 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 \$0.585 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.

#### **Standard Terms and Conditions of Service**

JRH Consulting Engineers, 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 reasonable and necessary additional fees and costs to perform such work. The attached schedule of "Hourly Rates in Effect for (current year)" is hereby made part of this agreement.

#### 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 nature 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 shall:

- 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 records data pertinent to the work proposed at the site including but not limited to surveys, maps, as-built drawings, reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, as may be required for safe conduct of new work at the site.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve and publish 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.

#### Insurance

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

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit
  the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely
  from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

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:

- Comprehensive 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 comprehensive 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 of its officers, agents and employees from any and all liability claims, losses or damage 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.

#### Billing and Payments

A retainer as specified in this 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 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 the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. 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 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 to the termination notice 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

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

#### Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

#### Unavoidable Delay

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 Statement 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.

#### 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. The Owner will provide adequate documentation and certificates to support exemption from any such taxes which are not applicable to the Owner or its project.

## SMART® 12 RADAR Speed Trailer



## SMART 12 Trailer comes with 5-year warranty!

## **Highly Visible**

- RADAR speed feedback
- Great visibility up to 600 feet
- 12" (30.5 cm) high intensity LED digits
- Flashing overspeed violator alert
- Red-blue, blue-blue or white-white violator alert (optional)
- MUTCD compliant post speed sign limit with interchangeable numbers from 5 to 75
- High/low speed display blanking

## Rugged and Trouble Free

- Kustom Signals K-Band directional RADAR
- · Lightweight and easily deployed
- 5-year warranty for all trailer electronics including display, RADAR, optional solar and statistics package

## **Operational Efficiency**

- Up to 7 days continuous operation with 1 battery (solar panel option and/or 2nd battery for extended operation)
- Optional Traffic Data Recorder provides statistical analysis enabling targeted enforcement

## **Community Benefits**

- Respond to community complaints
- Proven to reduce traffic speeds permanently
- Neighborhood roads become quieter and safer





Speed

Low pow wireless







wireless compatible



Theft

Durable

Traffic

Best warranty in the industry

MUTCD posted speed sign

Improve community relations

## SMART® 12 RADAR Speed Trailer

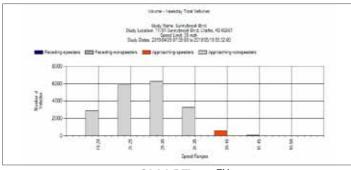


#### **Features**

- Kustom Signals K band directional RADAR
- 12" (30.5 cm) amber LED display
- 2½ digits, display speeds up to 199
- High and low speed blanking
- Violator alert: flashing speed
- MUTCD compliant speed sign (18" x 24") with interchangeable numbers
- Defaults to last settings on power-up
- Push button on/off switch
- Locking lugs
- Removable tongue
- 12 VDC 80 amp/hour deep marine cycle battery
- Battery level indicator and self-diagnostics
- · Low power wireless download

#### Construction

- Material: 11 gauge, 2" square steel tubing
- 52" W x 90"L x 48"H (posted sign down for transport)
- 52" W x 48"L x 72" H (posted sign deployed, tongue removed)
- Weight: 400 lbs.
- Finish: rust resistance undercoat with graffiti resistant powder coat finish
- 8" wheels with 4.8-8 tires
- Locking lugs included
- Leaf spring suspension
- Electrical wiring concealed in frame
- 2" ball hitch with removable tongue
- Battery box: 13.0" x 14.3" x 37.5"
- 4 stabilizer jacks



 $SMARTstat^{TM}$ 





**Battery** box

#### **Options**

- 50W solar panel
- LED trailer lighting
- Traffic statistics recording with SMARTstat<sup>™</sup> data analysis software
- 24-hour single cycle on/off timer
- Android tablet with SMARTstat Lite app
- Violator alert: red-blue, blue-blue or white-white strobes
- Spare tire
- Coupler lock
- Cable wheel lock
- 2nd 12 VDC 80 amp/hour deep cycle battery
- Galvanized wheel upgrade
- Trailer cover
- White LED "photo" strobe alert
- Red LED "SLOW DOWN" alert
- AGM battery upgrade

### **CLAIM VOUCHER**

Inc. Village of Northport, 224 Main St, Northport, NY 11768

Vendor:		Murphy & Lyach P.C. 1045 Oyster Bay 12d, sui	tc 2 P	<u>o B</u> ox 69	, 11737
Acc	ct#			, , , , ,	
	/	OFFICE USE ONLY		-	
<u> </u>				20	
Date of Delivery/ Service	Quantity	Itemization	Unit Price	Totals	
8/16/23		2020/11 tax Refund for Mighael & Leslie Anesta, SCAR Hear (1) SBL 404-5-2-23)	15	\$505.61	
		70 Nautius Ave, Northport			
<del></del>					
	<u> </u>				
	-	Total Amount of Claim \$ (Claimant certifies that the prices charge herein do not include Federal Excise Tax or any Federal NY State or NYC sales tax)	<del>-</del>		
The p	erson signing th	e following certification must indicate the title or position held with claim	ant.		
Murony I. disbursements fo	YVACH	Lectary, Position Paralegal  C do hereby certify that the items of the foregoing account, are correct is made were, in fact, furnished, rendered, or paid; and that no part thereof	of t, that the goods, ser has been paid or sa	vices, or tisfied.	
	-	. Λ	iv>+ 20		
		Signed July First			
Department Head	d Approval :				

MURPHY & LYNCH, P.C.

ATTORNEYS AND COUNSELLORS AT LAW TOWER SQUARE 1045 OYSTER BAY ROAD, SUITE 2 P.O. BOX 69 EAST NORWICH, NEW YORK 11732

VINCENT T. APICELLA PAUL L. DAMATO ALEXA LOFARO PAUL W. LYNCH(1935-2021) JAMES.M., MURPHY

(516) 922-8030 FAX (516) 624-8264 E-MAIL: murlaw@optonline.net

August 10, 2023

Village of Northport Attn: Treasurer 224 Main Street Northport, NY 11768

> Re: Michael & Leslie Anesta v. Assessor, Village of Northport Dist. 404 Sec. 5, Blk. 2, Lots 23 Our File No. TC-11385

#### Ladies/Gentlemen::

Enclosed you will find a stipulation of settlement along with a voucher covering the above property for the 2020/21 tax year. I would appreciate your processing the refund and forwarding the check to this office at your earliest opportunity. If you need any further information, please call us.

Thank you for your assistance.

Very truly yours,

Jeremy Loolam

Paralegal

:jl

enclosure 2

#### FILED: SUFFOLK COUNTY CLERK 02/03/2023 03:04 PM

NYSCEF DOC. NO. 6

INDEX NO. 700008/2021

RECEIVED NYSCEF: 02/03/2023

#### SUPREME COURT OF NEW YORK, COUNTY OF SUFFOLK ER# 700008/2021

Petitioner: Michael & Lealie Anesta Assessing Unit: Village of Northport

Refund to be made payable to:

Dist:404

Section: 5

Block: 2

Lot: 23

The subject Small Claim Assessment Review Proceeding is settled pursuant to agreement of the parties as follows:

ASSESSED CORRECTED CLAIMED FINAL ASSESSED ASSESSED ASSESSMENT VALUE VALUE TAX ROLL ROLL **VALUE** REDUCTION \$8.000 2020/21 \$8,700 \$2,000

Costs in the amount of \$30.00 are being waived by Petitioner. This document grants the petitioner in whole or in part and shall have the same force and effect as a Decision of a Small Claims Hearing Officer. The tax assessment will be changed, if possible before the key of taxes or a refund of the over-paid taxes will be made.

Petitioner or Petitioner's Representative warrants that no other person or entity has an interest in these proceedings. In the event that the Petitioner and/or the Representative becomes aware of such an interest at any time, he shall so advise the Court. In the event that it is finally adjudged by a Court of competent jurisdiction that another person has an interest in these proceedings and that part or all of the tax refund to be paid herein should have been paid to such person, petitioner agrees to make payment to such person and shall hold the Village of Northport free and harmless from any liability for duplicate payment of a tax refund.

SIGNING THIS FORM REQUIRES THE PARTIES TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH HEREIN

() Petitioner (X) Petitioner's Representative on Detial Of	i remioner
(YPetitioner or (X) Petitioner's Representative	Village of Northport
Petitioners Social Security Number	Reale.
Petitioner'saddress	<del>-</del> · · ·
	SO ORDERED ON THE 10 DAY OF January, 2023
Mumby & Lynch, P.C. Name of Representative	Whe
Representative's <u>1045 Ovater Bay Rd.</u> address East Norwich, NY 11732	J.S.C
Social Security Number or Fed ID Number	