



236 THIRD STREET
GREENPORT, NY
11944

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villageofgreenport.org

MAYOR
KEVIN STUESSI
EXT 215

TRUSTEES
MARY BESS PHILLIPS
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

TREASURER
ADAM BRAUTIGAM
EXT 217

VILLAGE CLERK
CANDACE HALL
EXT 214

**October 24, 2024 at 6:00 PM
Mayor and Board of Trustees – Regular Meeting
Third Street Firehouse
Greenport, NY 11944**

MOTION TO OPEN THE REGULAR SESSION MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Robert "Bob" D. Boergesson
Judith "Judy" Harroun Bubb
Dennis O'Connell

ANNOUNCEMENTS

1. The Greenport Fire Department will be conducting the Annual Fire Hydrant Testing on Sunday, October 27, 2024, between 9am-12noon.
2. The annual Halloween Parade and celebration is Saturday, October 26, 2024 – rain date Sunday, October 27, 2024. Please check the BID website for further details on the event timeline.
3. The November Regular Session meeting will take place on Monday, December 2, 2024, due to the holiday.
4. Village Hall will be closed on the following dates in November:
 - a. Monday, November 11, 2024 – for Veterans Day
 - b. Thursday November 28, 2024, and Friday, November 29, 2024 – for Thanksgiving

BOARD PUBLIC HEARING TO RECEIVE COMMENTS ON THE FOLLOWING STATE LIQUOR AUTHORITY APPLICATION:

**Application from Baywater Group LLC (Little Creek Oysters),
211 Carpenter Street, Greenport.**

PUBLIC TO ADDRESS THE BOARD

RESOLUTIONS**RESOLUTION # 10-2024-1**

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administration, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

RESOLUTION # 10-2024-2

RESOLUTION adopting the October, 2024 agenda as printed.

VILLAGE ADMINISTRATION**RESOLUTION # 10-2024-3**

Awarding NV5 Engineers to perform the inspections and admin to North Ferry Terminal Bid

WHEREAS, NV5 has submitted a proposal under cover letter dated October 10, 2024, to provide construction inspection services, including on-site field inspection, construction administration and construction support services in accordance with the DOT Local Projects Manual;

NOW, THEREFORE, BE IT

RESOLVED that subject to entering into an agreement with a successful bidder for the project construction work and receipt of confirmation from the DOT that the project may move forward, and the funding being provided, the Village authorizes NV5 to provide construction inspection services for the Ferry Terminal improvement project pursuant to the terms of the October 10, 2024 proposal and authorizes the Mayor to countersign the proposal, subject to Village Attorney review as the substance of the proposal as an agreement for the aforesaid construction inspection and administration services.

RESOLUTION # 10-2024-4

WHEREAS, Oysterponds Shellfish LLC as requested (a) access to the Village dock at Mitchell Park to establish a floating upweller system to inspire and engage youth in aquaculture and (b) that the Village provide supporting letters to Oysterponds and the Pew Charitable Trusts in support of this venture, and WHEREAS, the Village is committed to supporting aquaculture and engaging youth in aquaculture,

NOW THEREFORE BE IT RESOLVED that the Board authorizes the Mayor to submit letters to Oysterponds and The Pew Charitable Trusts confirming that the Village will provide Oysterponds with a non-exclusive license to access the Village marina facilities, at a location to be determined as appropriate by the Village, which access shall be subject to the terms of a license agreement between the Village and Oysterponds and shall be

effective only upon execution of the license agreement by Oysterponds and the Village.

VILLAGE TREASURER

RESOLUTION # 10-2024-5

RESOLUTION authorizing Treasurer Brautigam to perform attached budget Amendment #6474, to appropriate General fund reserves to fund the financial advisory services related to the 2024 bonding, and directing that Budget amendment #6474 be included as part of the formal meeting minutes of the October 24th Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2024-6

RESOLUTION authorizing Treasurer Brautigam to perform attached budget Amendment #6475, to appropriate Light fund reserves to fund the clearance and trimming of Moores Lane and Monsell Trail, and directing that Budget amendment #6475 be included as part of the formal meeting minutes of the October 24th Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2024-7

RESOLUTION authorizing Treasurer Brautigam to preform attached Budget Transfer #6476 to reallocate sludge removal funds (G.8130.404) to Maintenance of Main Sewers (G.8120.400) to fund the Ludlum Pump Station Sewer Exploration Project, and directing that Budget Transfer #6476 be included as part of the formal meeting minutes of the October 25, 2024 Regular Meeting of the Board of Trustees.

RESOLUTION # 10-2024-8

RESOLUTION authorizing Adam Brautigam to be listed as the Responsible Local Official (RLO), related to NYS DOT Equitable Business Opportunities Program (EBO).

RESOLUTION # 10-2024-9

RESOLUTION scheduling a public hearing for 6:00 PM on November 21st, 2024 at the Third Street Fire Station, Third and South Streets, Greenport NY, 11944 regarding potential CDBG (Community Development Block Grant) opportunities for the Village of Greenport and directing Clerk Hall to notice the public hearing accordingly.

VILLAGE CLERK

RESOLUTION # 10-2024-10

RESOLUTION establishing March 18, 2025 as the Village of Greenport Election Day, to fill the expiring terms of two (2) Trustees.

RESOLUTION # 10-2024-11

RESOLUTION setting forth the date and times of the 2025 Village General Election as March 18, 2025, from 6:00 a.m. to 9:00 p.m. and setting the polling place of the Village General Election to be at the Greenport Fire Station One Firehouse on Third and South Streets in Greenport, New York.

RESOLUTION # 10-2024-12

Public Assembly Application received for the annual Halloween Celebration on behalf of the co-sponsors The Village of Greenport, Greenport BID and Greenport Rotary. The parade and celebration will take place on October 26, 2024, with a rain date of October 27, 2024. Parade kicks off is at 11:00am (parade route outlined on application), followed by a scavenger hunt and rides on the Village mini train.

RESOLUTION # 10-2024-13

RESOLUTION approving the public assembly application submitted for the Greenport Fire Department's annual Parade of Lights and Tree Lighting to be held on December 7, 2024 – rain date December 8, 2024. The parade kicks off at 5:00p.m. and the parade route/road closure is as follows: line up on Broad Street, down Main Street onto Front Street. The Village of Greenport Old Schoolhouse will be open with various holiday themed activities for children.

RESOLUTION # 10-2024-14

RESOLUTION approving Public Assembly Application received from the Greenport UFSD for a 6th grade outing to the Village of Greenport Camera Obscura to be held on November 6, 2024 from 12:00pm to 2pm.

RESOLUTION # 10-2024-15

RESOLUTION approving the Public assembly application received from Warren Bondarchuk on behalf of the Greenport Men's Softball League. The league is looking to hold games at the Moores Lane ball field in October to November 2024 at 7:00pm, specific schedule is forthcoming.

RESOLUTION # 10-2024-16

RESOLUTION approving Public Assembly Permit Application submitted by Ian Wile on behalf of Little Creek Oysters to close to vehicular traffic, on Carpenter from just north of the Brewery and just south of our location for the Annual Shellabration Festival, from 10:00 am to 8:00 pm on December 6, 2024 and December 8, 2024.

RESOLUTION # 10-2024-17

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code, within the Festival parameters of the Annual Shellabration Festival, from 10:00 am to 8:00 pm on December 6, 2024 and December 8, 2024.

RESOLUTION # 10-2024-18

RESOLUTION ratifying the approval of a filming permit from B. Bruskotter / H. Papageorge on behalf of BaM Productions, Inc., to conduct a photo shoot on various Village streets on Tuesday, October 29, 2024.

MAYOR**RESOLUTION # 10-2024-19**

WHEREAS, the New York State Environmental Conservation Law and the regulations of the Department of Environmental Conservation as contained in 6 NYCRR Part 617 require review of the possible environmental consequences of various actions under consideration by the Board of Trustees, and WHEREAS, in 1983, the Village acquired by eminent domain a portion of property that had been part of 408/412 Third Street, Greenport and as part of the eminent domain proceeding, and on account of a private waste line being located along a 5 foot wide strip of the land acquired by the Village, the Village agreed to convey back to the then owner the 5 foot strip of land (121 feet long) where the waste line was located, and WHEREAS, this reconveyance was included in a settlement agreement and thereafter made part of a court order providing that the Village "shall execute a quit claim deed, conveying title to the strip of land measuring five (5) feet by one hundred and twenty-one (121) feet" to the then owner, and WHEREAS, the current owner seeks to obtain approval from the Suffolk County Real Property Services and Health Department to formally complete that transfer in accordance with Health Department requirements, and WHEREAS, as a predicate to that application, the Health Department requires environmental review by the Village Board, WHEREAS, the Board of Trustees has considered the nature and impact of the proposed action; and WHEREAS, the Board of Trustees has reviewed a Short Environmental Assessment Form prepared with respect to the proposed action, NOW, THEREFORE, IT IS RESOLVED, that the Board hereby finds and concludes that the Board of Trustees is the Lead Agency with respect to environmental impact review of the proposed action to authorize the filing of an application with Suffolk County to ratify a transfer of the 5 foot strip, and A. the proposed action is an Unlisted Action under SEQRA;

- A. the Board has thoroughly reviewed the Short Environmental Assessment Form;
- B. the Board also has considered the following factors and made the following conclusions in respect to its review of the environmental impacts of the proposed action:
 - i. the proposed action would not result in any substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels, nor any substantial increase in solid waste production, nor create a substantial increase in the

- potential for erosion, flooding, leaching or drainage problems;
- ii. the proposed action would not result in the removal or destruction of large quantities of vegetation or fauna, substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on a significant habitat area, substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species, or other significant adverse impacts to natural resources;
- iii. the proposed action would not impair the environmental characteristics of any Critical Environmental Area;
- iv. the proposed action would not conflict with the community's current plans or goals as official approved or adopted;
- v. the proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources or of existing community or neighborhood character;
- vi. the proposed action would not result in a major change in the use of either the quantity or type of energy;
- vii. the proposed action would not create a hazard to human health;
- viii. the proposed action would not create a substantial change in the use, or intensity of use, of land, including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- ix. the proposed action would not encourage or attract large numbers of persons to any place for more than a few days, compared to the number who would come to such place without such action;
- x. the proposed action would not create changes in two or more elements of the environment, no one of which would have a significant impact on the environment, but when taken considered together would result in a substantial adverse impact on the environment;

- xi. the proposed action would not create substantial adverse impacts when considered cumulatively with any other actions, proposed or in process;
- xii. the proposed action would not result in substantial adverse impact with respect to any relevant environmental consideration, including noise, aesthetics, traffic, air quality, water quality or adequacy of water supply, drainage, soil conditions, or quality of life in the community in general and the immediate neighborhood in particular;
- xiii. the proposed action would enhance the protection of the environment in the Village, in that it would preserve and maintain the existing character of the Village;
- C. the proposed action would not have a significant adverse environmental impact;
- D. no further environmental review is required with respect to the proposed action, and
- E. the Mayor, or his designee, is authorized to execute the Short EAF in a manner consistent with the foregoing findings concluding that the proposed action will not result in a significant adverse environmental impact.

VOUCHER SUMMARY

RESOLUTION # 10-2024-20

RESOLUTION approving all checks per the Voucher Summary Report for Fiscal Year 2024 dated October 23, 2024 in the total amount of \$277.00 consisting of:

- o All regular checks in the amount of \$277.00, and
- o All prepaid checks (including wire transfers) in the amount of \$0.00.

RESOLUTION # 10-2024-21

RESOLUTION approving all checks per the Voucher Summary Report for Fiscal Year 2025 dated October 23, 2024 in the total amount of \$1,424,471.87 consisting of:

- o All regular checks in the amount of \$526,373.71, and
- o All prepaid checks (including wire transfers) in the amount of \$898,098.16.



October 10, 2024

Honorable Kevin Stuessi
Village Mayor
236 Third Street
Greenport, NY 11944

**Reference: PIN 0761.49 - Greenport Ferry Terminal Improvements
Proposal for Construction Inspection Services**

Dear Mayor Stuessi:

At the request of the Village of Greenport, NV5 is submitting this proposal to provide construction inspection services in connection with the above referenced project. Specifically, NV5's scope of work shall include on-site field inspection, construction administration and construction support services in accordance with the New York State Department of Transportation's (NYSDOT) *Local Projects Manual*.

NV5's project understanding and detailed scope of work is provided on the enclosed **Scope of Services**. Our fee for these services is provided on the enclosed **Fee Proposal / Staffing Tables**.

A draft **Agreement** is attached, which outlines the proposed Terms and Conditions and basis of payment.

We appreciate the opportunity to place our staff at the disposal of the Village of Greenport and look forward to implementing this important transportation project.

Very truly yours,

NV5 New York - Engineers, Architects, Landscape Architects and Surveyors

Sincerely,

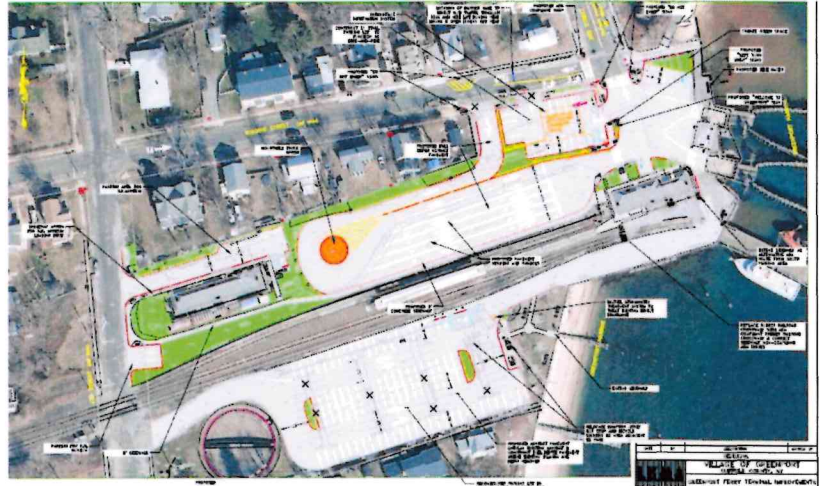
Stephen Normandin, PE
Managing Director

Enclosure: *Scope of Services*
 Fee Proposal / Staffing Tables
 Draft Agreement

SCOPE OF SERVICES

Project Understanding

NV5 understands that the Village of Greenport is undertaking a federally funded project to construct site improvements at the North Ferry access area to facilitate vehicular queuing and parking needs as well as pickup/drop off accommodations and pedestrian connectivity. The project includes new or rehabilitated roadways, sidewalks, parking lots, lighting, signage, pavement markings and drainage systems. The project will be managed by the Village and administered by the New York State Department of Transportation (NYSDOT).



Scope of Work

TASK 1 - CONSTRUCTION INSPECTION

NV5 will provide the full-time, on-site, construction inspection services for the duration of the construction project in accordance with the NYSDOT Local Projects Manual. The anticipated construction duration is 6.6 months starting in October 2024. NV5 will provide one (1) Resident Engineer/Senior Construction Inspector whose responsibilities will include:

- Attendance at construction meetings
- Construction inspection and reports
- Daily Inspection Reports
- Record time and materials in cases of disputed work
- Contract punch list and close-out

TASK 2 - CONSTRUCTION ADMINISTRATION & SUPPORT SERVICES

NV5 engineering staff will provide full time construction support services during construction operations, which may include the following tasks:

- Preparation of agenda and attendance at, construction meetings
- Shop drawings, cut sheets and materials review and approval
- Answer RFIs from the contractor
- Coordinate project activities with the Village, NYSDOT, MTA, LIRR and other parties
- Payment approvals
- Track project schedule
- Review change orders
- Provide design response to unanticipated or changed field conditions
- Conduct on-site field reconnaissance in response to unanticipated and/or varying field conditions
- Prepare Field Change Sheets modifying pertinent contract plan sheets
- Interpret and clarify design concepts, plans and specifications
- Attend the Preconstruction Meeting
- Attend bi-weekly Progress Meetings
- Attend Utility Coordination Meetings

FHWA / NYSDOT Construction Management Procedures

NV5 is thoroughly familiar with FHWA/NYSDOT procedures for construction administration for local municipal projects, and as such, we offer the following detailed technical approach to all the items required by a NYSDOT-approved Construction Management Plan prepared by the Sponsor.

a. Subcontractor Approval Process

The Contractor will submit a list of anticipated subcontractors to be used on the project after the pre-construction meeting. NV5 will check to ensure that the subcontractor is not on the any Debarred Contractor List. All subcontractors must be approved by the Village.

b. Change Order Approval Process

Change Orders will be processed using a NYSDOT Order on Contract form. NV5 shall recommend approval to the Village Project Manager who will have final approval of all Change Orders. After Sponsor review and before final approval, a copy of all Change Orders will be sent to the NYSDOT's Regional Local Projects Liaison (RLPL).

c. Procedures to Ensure Worker Safety

Prime contractor must submit to the Resident Engineer and the County, a Health & Safety Plan for review and approval. NV5 will review and the Village must approve the Health and Safety Plan. A copy of the Health & Safety Plan shall be submitted to the NYSDOT for review as well.

d. Record Keeping and Record Retention Procedures

The project will be administered and monitored using the NYSDOT Manual of Uniform Record Keeping (MURK). The EIC will complete daily logs and any special daily reports included in the NYSDOT Construction Inspection Manual (CIM), including structural concrete and asphalt paving reports. The Engineer's Daily Project Diary and the Inspector's Daily Report will be part of the project records.

e. Inspection Plan

NV5 shall be responsible for ensuring conformance with the contract plans and specifications. We will develop and document estimates of completed work and review contractor payment requisitions. NV5 shall monitor daily construction activities of the contractor for conformance with the contract plans and specifications; take measurements of all unit price items and compute areas and volumes of completed work; and monitor the execution of the project's maintenance and protection of traffic plan to assure the contractor adheres to the contract requirements.

f. Material Testing Procedures

The Sponsor is responsible for material testing and acceptance, and therefore, these duties cannot be assigned or delegated to the contractor. Field Inspectors shall be ACI certified in order to perform concrete testing (slump tests, air tests and taking cylinders.). NV5 shall supply an ACI inspector to be on site during the days of concrete placement. Subgrade compaction testing shall be conducted by a certified laboratory. NV5 shall coordinate with the 3rd party testing company.

FEE PROPOSAL / STAFFING TABLE

VILLAGE OF GREENPORT

PIN 0761.49 - Greenport Ferry Terminal Improvements

NV5

TASK 1: CONSTRUCTION ADMINISTRATION

JOB TITLE	TOTAL HOURS	HOURLY RATE	TOTAL
Project Manager / QA/QC	40	\$67.00	\$2,680.00
Sr. Civil/Electric/Structural Engineer	200	\$55.00	\$11,000.00
Landscape Architect / Civil Engineer	50	\$46.00	\$2,300.00
TOTAL	290		\$15,980.00
MULTIPLIER			2.4
TOTAL COST			\$38,350

TASK 2: CONSTRUCTION INSPECTION

JOB TITLE	TOTAL HOURS	HOURLY RATE	TOTAL
Project Manager *	336	\$67.00	\$22,512.00
Resident Engineer/Sr. Construction Inspector **	1110	\$62.00	\$68,820.00
TOTAL	1446		\$91,332.00
MULTIPLIER			2.4
TOTAL COST			\$219,200

* Assumes 12 hrs / week for 7 months

* Assume 6.6 months of on-site inspection.

OUT-OF-POCKET EXPENSES: MATERIAL TESTING SERVICES (concrete, subgrade, soils)

TOTAL COST - Sub-Contractor (Municipal Testing Laboratory, Inc.)	\$11,000
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TOTAL COST PROPOSAL - TASK 1 - 3	\$268,550
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40 Marcus Drive
Suite 201
Melville, NY 11747

Agreement Between Consultant & Client

Client: Village of Greenport

Project: PIN 0761.49 - Greenport Ferry Terminal Improvements

Address: 236 Third Street, Greenport NY 11944

Location: Village of Greenport

Agreement Date: 10/15/24

Project No.: PIN 0761.49

The Consultant shall provide professional Construction Inspection and Administration services to the Client consisting of the following scope and in accordance with the terms and conditions of the Prime Agreement between the Consultant and Client and the terms and conditions set forth herein.

SCOPE OF SERVICES

The scope of work shall be as per ***“Attachment 1: Scope of Services”*** for said services.

COMPENSATION AND PAYMENT

Consultant shall be compensated and paid for all services described herein in a not to exceed total of \$268,550.00 based on ***“Attachment 2: Fee Proposal / Staffing Table”***. Work shall be invoiced on an hourly basis utilizing actual staff hourly rates and multiplier (which includes firm overhead and profit). In the event the Consultant believes that he/she will incur labor and/or reimbursable expenses beyond the scope, the Consultant shall immediately notify the Client in writing. The Consultant shall not receive any increase in the above amount absent a written contract modification issued by the Client.

Consultant shall submit invoices on a monthly basis in accordance with percentage of services rendered during the period being invoiced. Payment shall be due and payable within thirty (30) days of date of invoice. Any such obligation of client not paid within (45) days of date of invoice shall be subject to interest at (1%) one percent per month until paid in full. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith.

TERMS AND CONDITIONS

1.0 Termination: This agreement can be terminated by either party only upon written notice of seven (7) calendar days. In the event of termination of this contract, the Consultant shall be paid for all services rendered to the effective date of written notice of termination, at contract rates plus other applicable expenses. CLIENT shall be entitled to copies of all design documents, to the extent completed at the effective date of termination.

2.0 Ownership of Documents: All documents prepared by the Consultant pursuant to this agreement, including sketches, design reports, drawings, CADD and/or computer design files and specifications are instruments of service in respect to the subject project. As such, the originals of all such documents shall be retained by and remain the property of the CONSULTANT. The CLIENT shall be entitled to copies of all such documents produced by the CONSULTANT for the subject project. It is understood and the parties agree that the CLIENT shall not use or reuse said documents or information contained therein for additions or modifications to the subject project, for other projects, or for completion of this project by another design professional, except by prior written agreement between the parties hereto and with appropriate compensation to the CONSULTANT for such use or reuse. Any such use or reuse by the CLIENT shall be at the CLIENT's sole risk and without liability or legal exposure to the CONSULTANT. Further, the CLIENT shall defend, indemnify and hold harmless the CONSULTANT, its officers, associates, servants, employees, consultants and agents, from and against any and all claims, demands, damages, losses or expenses of whatever kind or nature, including attorney's fees, arising out of/or claimed to arise out of any such unauthorized use or reuse of said documents or information.

3.0 Insurance: At all times during the terms of this Agreement the CONSULTANT shall maintain, at its own cost and expense, insurance coverage as protection from claims filed against CONSULTANT as follows:

- Workers Compensation (as required by law)
- General Liability (to person or property)
- Automobile Liability (to person or property)
- Professional Liability (errors and omissions)

Insurance shall be written by a company or companies licensed to do business in the State of New York. At the request of the CLIENT, CONSULTANT shall provide appropriate certificates thereof. In the event a claim against the CONSULTANT is brought, alleging errors or omissions by the CONSULTANT and CONSULTANT is found NOT to be legally liable, then CLIENT shall pay all costs incurred by CONSULTANT in defending itself against such claim.

4.0 Standard of Care: The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

4.1 It is understood and agreed that the CONSULTANT shall not be held responsible for any inaccuracies in any materials, data or records as provided to the CONSULTANT by the CLIENT, which have been prepared by any other person, firm or agency and on which CONSULTANT in its professional judgement has relied and/or utilized in the performance of the CONSULTANT's services. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

5.0 Accuracy: The Consultant shall be entitled to rely upon the accuracy of information, documents and survey supplied by the Owner.

6.0 Intellectual Property: All designs remain the intellectual property of the Consultant with license granted to Client for use under this Agreement and Project. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by this Client for any endeavor without the written consent of the Consultant.

7.0 Billing and Payment: Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

8.0 Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more.

9.0 Dispute Resolution: Disagreement(s) between the parties to this Agreement concerning disputes, questions, or other matters relating to and resulting from the terms and conditions of this Agreement shall be submitted to nonbinding mediation if both parties consent. In the event the parties do not consent to mediation, they may pursue a resolution of the disagreement(s) through any available legal recourse. A written request for mediation shall be made to the other party within a reasonable time after the occurrence causing the disagreement(s) between the parties.

10.0 Delay: The CONSULTANT shall not be liable for any delay in the performance of its obligations hereunder or of any damages suffered by reason of such delay, when such delay is directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interferences or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other causes beyond its control.

11.0 Successors and Assigns: Each party to this Agreement binds themselves, their partners, successors, heirs and assigns to the terms of this Agreement. This Agreement cannot be assigned by either party without the prior written consent of the other party.

12.0 No Third Party Beneficiaries: The Agreement gives no rights or benefits to anyone other than Client and Consultant and does not create any third party beneficiaries to the Agreement.

13.0 Mutual Negotiation: Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated. But for the inclusion of the limitation of liability clause in the Agreement, the Consultant's compensation for services would otherwise be greater and/or the Consultant would not have entered into the Agreement.

14.0 The Agreement: This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not operate or be construed as a waiver of the right to insist upon strict adherence to that term or any other term of this Agreement on any other occasion. This Agreement shall be governed and construed and obligations of the parties hereto shall be determined in accordance with the Laws of the State of New York.

The signators below hereby certify that they are duly authorized to bind their respective firms to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the day and year first above written.

Agreed and Accepted:

Village of Greenport

(CLIENT)

Sign: _____

Print: Kevin Stuessi

Title: Village Mayor

NV5 New York—Engineers, Architects, Landscape Architects
and Surveyors

(CONSULTANT)

Sign: _____

Print: Stephen Normandin, PE

Title: Managing Director

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2025 Period: 10 Trans Type: B2 - Amend Status: Batch
 Trans No: 6474 Trans Date: 10/04/2024 User Ref: ADAM
 Requested: A. BRAUTIGAM Approved: Created by: ADAM 10/04/2024
 Description: TO FUND FINANCIAL ADVISORY SERVICES RELATED TO THE 2024 BONDING Account # Order: No
 Print Parent Account: No

Account No.	Account Description	Amount
A.5990	APPROPRIATED FUND BALANCE	17,325.00
A.1325.433	BOND COUNSEL/ FINANCIAL ADVISOR	17,325.00
Total Amount:		<u>34,650.00</u>

Short Environmental Assessment Form

Part 1 - Project Information

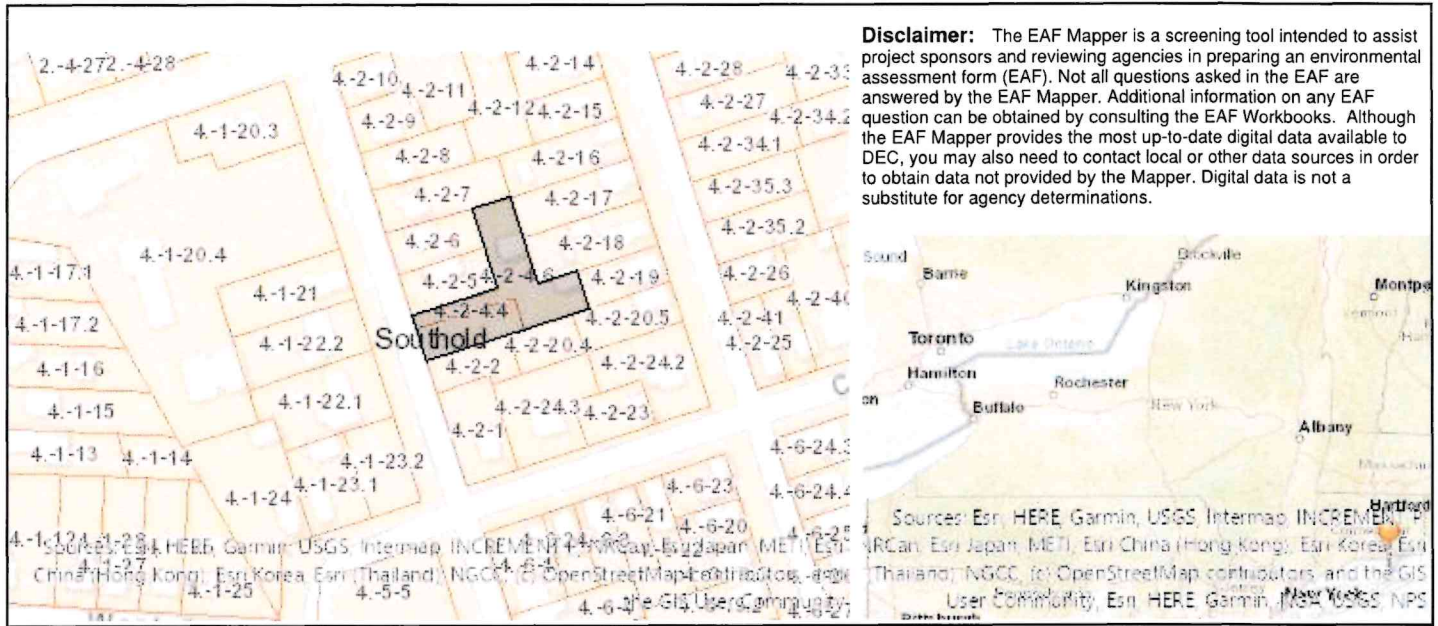
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: 408 3rd Street Greenport			
Project Location (describe, and attach a location map): 408 3rd Street Greenport, NY			
Brief Description of Proposed Action: file previous lot line change with Suffolk County Dept of Health Services			
Name of Applicant or Sponsor: Matthew Sherman, Sherman Engineering & Consulting		Telephone: 631.831.3872 E-Mail: matt@shermanec.com	
Address: 14 Nelmar Ave			
City/PO: St Augustine		State: FL	Zip Code: 32084
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: SCDHS			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.35 acres			
b. Total acreage to be physically disturbed? _____ 0 acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.35 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, <ul style="list-style-type: none"> a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan? 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Existing water supply to remain _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Existing wastewater connections to remain _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed action is to file the lot line change with the County Health Dept. The lot line change has already been approved by the Village and County Clerks office. There is no new or proposed development or modifications to existing development as part of this specific action.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)