

Work Session Meeting Agenda

Village Hall - 121 West Broadway, Port Jefferson, NY, 11777 January 10, 2024 at 5:00 p.m.

| <u>Call to Order</u> The meeting is called to order by Mayor Sheprow a | |
|--|-------------------------------|
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| Attendance is taken by Clerk Pirillo, to confirm Mayor Sheprow | n the presence of a quorum: |
| Trustee Kassay Trustee Loucks | · |
| Trustee Biondo | · |
| Trustee Juliano | |
| Pledge of Allegiance | |
| Presentation by Lisa Perry on behalf of The Conse | rvancy |
| Monthly Reports from the following: | |
| Village Clerk Sylvia Pirillo, RMC | |
| Clerk's Office Code Enforcement Department | |
| Department of Public Works | |
| Parks Department | |
| Recreation Department Port Jefferson Country Club | |
| Building and Planning/Environmental Services | |
| Village Treasurer Stephen Gaffga | |
| | |
| <u>Village Attorney David Moran</u> | |
| Mayor and Village Board of Trustees | |
| Board Discussion regarding a possible replacement | of the current Code of Ethics |
| <u>Public to Address</u> the Board of Trustees | |
| Motion to Close | |
| Motion to close the January 10, 2024 Work Session M | leeting at n m |
| Agenda 1/10/2024 | |
| | Page 1 of 1 |

Work Session Report for January 10, 2024 Submitted by Village Clerk Sylvia Pirillo, RMC

Requested Resolutions

Resolution approving the minutes of the December 11, 2023 meeting of the Board of Trustees of the Village of Port Jefferson.

Resolution approving the proposal submitted by Civic Plus for the provision of website re-design services, per the bid opening on October 17, 2023 at a cost of \$26,937.75 total for the first year and an annual cost of \$4,997.00 for every year thereafter, to be expensed from line item number A.1650.0400 (Central Communications Expense).

Resolution awarding the bids for the purchase of chemicals at the Port Jefferson Country Club to Heritage Landscape, Nassau Suffolk Turf Services, Inc. and Harrell's, LLC as highlighted on the attached bid sheets, per the bid opening on November 9, 2023, to be expensed from the corresponding line item numbers.

Resolution approving the proposal submitted by P.W. Grosser Consulting, Inc. in the amount of \$24,000.00 to provide engineering and consulting services for the additional mitigation work related to the recharge basin at Old Homestead Road, with the \$24,000.00 to be expensed from line item number H.8997.600 (Recharge Basin).

Resolution ratifying the acceptance of the proposal submitted by GEI Consultants for the preparation and submission of required New York State DEC and New York State DOS Annual Compliance Reports for the East Beach Post-Construction Bluff Monitoring, at a total cost of \$ 8,300.00; to be expensed from line item number H.8997.602 (Bluff Project).

Resolution ratifying the acceptance of the quotation submitted by GEI Consultants for the provision of drone surveillance services to document the detailed topography of the East Beach Bluff, at total cost of \$6,500.00; to be expensed from line item number H.8997.602 (Bluff project).

Resolution ratifying the attendance of Jake Anderson and Larry Scortichini at the PGA Golf Show in Orlando, Florida from January 22, 2024 through January 27, 2024, with a conference fee of \$ 675.00, lodging fee of \$ 1,000.00, rental car fee of \$ 400.00, and airfare of \$ 400.00 for each participant, and with all meal, mileage and other applicable expenses to be reimbursed in accordance with the official Village of Port Jefferson Travel Policy.

Resolution approving the request of Daniel McKiernan on behalf of the "Hope House Endurance Team" for the use of a portion of the beach at Harborfont Park from 8:00 a.m. through 9:00 a.m. on February 24, 2024 for a polar plunge to raise funds for the Hope House Ministries.

Resolution ratifying the hiring of Sherry Willi as the part-time Night Manager for the Village Center, at an hourly rate of \$ 18.00 per hour, effective December 23, 2023.

Resolution accepting the resignation of Anthony Siroka as a Laborer III in the Village of Port Jefferson Department of Public Works, effective January 3, 2024.

Resolution accepting the resignation of Jack Wrage as a Laborer in the Village of Port Jefferson Parks Department, effective January 1, 2024.

Resolution accepting the resignation of Connor Mendola as an Appearance Ticket Officer in the Village of Port Jefferson Code Enforcement Bureau, effective December 15, 2023.

<u>Grants</u>

 The Hazard Mitigation Quarterly Progress Report for DHSES Project # 4480 (Initiatives for Flood Reduction Studies) is due on January 15, 2024.

 FEMA has initiated the public notice process for the East Beach Bluff stabilization project.

Informational

- The Clerk's Office continues to work with the insurance carrier, Salerno Brokerage, regarding the roof issue at 88 North Country.
- o The Clerk is working with the Village Attorney to finalize the License Agreement between the Village and the Port Jefferson Rowing Club.
- The Property Tax Grievance period is now open. Applications are available in the main office in Village Hall as well as on the official Village website. Grievance Day is on February 20th this year. Should you have any questions, please feel free to contact Senior Tax Cashier Kelly Reilly.
- o The next upcoming Board of Trustees Meeting will be a Regular Meeting, to be held on January $31^{\rm st}$ at 6:00 p.m. At that meeting, there will be an opportunity for the public to address the Board (at the beginning of the meeting).

Updates

- The hourly minimum wage increased to \$ 16 per hour, effective 1/1/24.
- o TPG ongoing conversations
- o PJCC Bunkers RFP
- Cleaning services RFP

For Board Discussion (New Item)

Verbatim transcription at VBOT Meetings

Board Discussion Reminder

Proposed replacement of the existing Ethics Code



Business Meeting and Public Engagement Minutes Village Hall - 121 West Broadway December 11, 2023 at 5:00 p.m.

Call to Order

The meeting is called to order by Mayor Sheprow at <u>5:03</u> p.m.

Attendance is taken as follows, for Clerk Pirillo to confirm the presence of a quorum:

Mayor Sheprow _ Present

Deputy Mayor Kassay Present

Trustee Loucks Present

Trustee Biondo Present

Trustee Juliano **Present, but late**

Attorney Moran Present

Treasurer Gaffga Present

Resolution # 01-121123

Resolution to enter into Executive Session at $\underline{5:04}$ p.m. to discuss potential litigation and matters of employment related to particular persons.

Motion made by: <u>Trustee Kassay</u>

Motion seconded by: <u>Trustee Biondo</u>

All in Favor, with None Opposed.

Resolution # 02-121123

Resolution to close the Executive Session and re-open the Village of Port Jefferson Board of Trustees Meeting at <u>5:38</u> p.m.

Motion made by: <u>Trustee Kassay</u>

Motion seconded by: <u>Trustee Biondo</u>

All in Favor, with None Opposed.

Pledge of Allegiance

Resolution re-opening the public hearing regarding a proposed replacement to Chapter 41 (Ethics, Code of) of the Code of the Village of Port Jefferson, and scheduling that public hearing for 6:00 p.m. on January 31, 2024 at Village Hall, 121 W. Broadway, Port Jefferson, New York, 11777.

Motion made by: <u>Trustee Kassay</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Announcement

The next Board of Trustees Meeting is scheduled for Wednesday, January 10, 2024 beginning at 5:00 p.m.

Updates to the Board of Trustees

Allan Varela of the Greater Port Jefferson Arts Council to provide a re-cap of the annual Dickens Festival.

Village Center Manager Renee Lemmerman regarding current Village Center facility lease rates and lease policies, and possible amendments thereto.

Country Club Manager Tom Natola

Organization and Enforcement Reports

- Suffolk County Police Department Absent
- Village Code Enforcement Chief Andy Owen

Public Comment Session

Staff Reports

- Treasurer Gaffga
- Clerk Pirillo

Village Board Member Reports

- Mayor Sheprow
- Dickens light pole dedication
- 60th Anniversary of Incorporation
- Parking Committee update
- Proposed Ethics Code replacement
- Resolution re: re-opening of public hearing
- Trustee Kassay
- Six Acre Park update: Grant funding towards park planning secured from NYS Office of Parks, Recreation and Historic Preservation
- NYSDOS Climate resilience plan: meeting scheduled between new Village Planning staff and grant contractor
- Tree Committee: established meetings to be held on the first Wednesday of every month

- Trustee Biondo
- Miscellaneous
- Trustee Loucks
- Kayaks
- Parks and Recreation Advisory Council
- Beach Bathrooms
- Safety Net at Joe Erland Field
- Pool at Scraggy
- Miscellaneous

The December 11, 2023 Meeting of the Village of Port Jefferson Board of Trustees then proceeds, with Resolution Numbers 03 to <u>20</u> as follows:

Resolution # 03 - 121123

Resolution approving the minutes of the November 20, 2023 Village of Port Jefferson Board of Trustees Meeting.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 04 - 121123

Resolution authorizing the solicitation of a Request for Proposals for the provision of cleaning services at Port Jefferson Village Hall and other specified Village locations as required.

Motion made by: <u>Trustee Kassay</u>
Motion seconded by: <u>Trustee Biondo</u>
All in Favor, with None Opposed.

Resolution # 05 - 121123

Resolution approving the proposal submitted by P.W. Grosser Consulting, Inc. in the amount of \$4,500.00, to provide professional engineering services to support repairs to the underground stormwater drainage line that runs underneath Old Homestead Road, with the \$4,500.00 to be expensed from line-item number A.8140.400 (Storm Sewer Expenses).

Motion made by: <u>Trustee Juliano</u>
Motion seconded by: <u>Trustee Kassay</u>
All in Favor, with None Opposed.

Resolution # 06 - 121123

Resolution ratifying the hiring of Michael Dumas as an Intern in the Graphics Department, per the approved Internship Agreement between the Village of Port Jefferson and Stony Brook University, at an hourly wage rate of \$ 15.00 per hour, effective December 1, 2023.

Motion made by: <u>Trustee Loucks</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 07 - 121123

Resolution ratifying the hiring of Arleen Ayala as a part-time Court Clerk for the Village of Port Jefferson Justice Court, at an hourly wage rate of \$ 19.00 per hour, effective December 7, 2023.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Juliano</u>

All in Favor, with None Opposed.

Resolution # 08 - 121123

Resolution hiring Nicholas Patrick Cavanagh as a part-time Office Assistant in the Building Department, at an hourly wage rate of \$ 18.00 per hour, effective December 14, 2023.

Motion made by: <u>Trustee Juliano</u>
Motion seconded by: <u>Trustee Biondo</u>
All in Favor, with None Opposed.

Resolution # 09 - 121123

Resolution naming Newsday as an official newspaper of the Village of Port Jefferson.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 10 - 121123

Resolution approving the attached Intermunicipal Agreement between the Village of Port Jefferson and the Town of Brookhaven for demolition services and disposal of materials, and authorizing Mayor Sheprow to sign the Intermunicipal Agreement between the Village of Port Jefferson and the Town of Brookhaven.

Motion made by: <u>Trustee Juliano</u>
Motion seconded by: <u>Trustee Biondo</u>
All in Favor, with None Opposed.

Resolution # 11 - 121123

Resolution approving the attached Intermunicipal Agreement between the Village of Port Jefferson and the Town of Brookhaven for the release of the required sand/salt mixture from the Town of Brookhaven Highway Department Stockyards, and authorizing Mayor Sheprow to sign the Intermunicipal Agreement between the Village of Port Jefferson and the Town of Brookhaven.

Motion made by: <u>Trustee Kassay</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 12 - 121123

Resolution scheduling a public hearing for 6:00 p.m. on January 31, 2024 at Port Jefferson Village Hall, 121 West Broadway, Port Jefferson, New York, 11777 regarding a proposed amendment to Chapter 65 (Parks and Recreation Advisory Council), Section 65-2 (Composition; terms of office; qualifications) of the Code of the Village of Port Jefferson; specifically related to the terms of office, and duties thereof.

Motion made by: <u>Trustee Loucks</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 13 - 121123

Resolution authorizing Treasurer Gaffga to perform the proposed Budget Amendment - Journal Entry Number 7, in the amount of \$ 374,500.00 - establishing the Capital Project Budget for the Mill Creek Daylighting Project, to be expensed from Line Item H.8997.606 (Mill Creek Daylighting – Jumpstart), to be funded through a Suffolk County Jumpstart Grant (Line Item H.3089.000 - Other General Government Aid), and Line Item H.5031.000 (Interfund Transfer), and requesting that proposed Budget Amendment Journal Entry Number 7, be included as part of the formal meeting minutes of the December 11, 2023 Regular Meeting of the Board of Trustees.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 14 - 121123

Resolution authorizing Treasurer Gaffga to perform the proposed Budget Amendment – Journal Entry Number 8, in the amount of \$ 122,050.00 - establishing the Capital Project Budget for the Climate Resiliency Plan Project, to be expensed from Line Item H.8997.603 (Climate Resiliency Plan), to be funded through NYS Grant C.1001664 (Line Item H.3089.000 - Other General Government Aid), and Interfund Transfers (Line Item H.5031.000), and requesting that proposed Budget Amendment Journal Entry Number 8, be included as part of the formal meeting minutes of the December 11, 2023 Regular Meeting of the Board of Trustees.

Motion made by: <u>Trustee Kassay</u>
Motion seconded by: <u>Trustee Biondo</u>
All in Favor, with None Opposed.

Resolution # 15 - 121123

Resolution authorizing Treasurer Gaffga to perform the proposed Budget Amendment - Journal Entry Number 9 in the amount of \$ 31,500.00 - appropriating General Fund Reserves to fund the Independent Audit of the Capital Fund by PKF O'Connor Davies, and requesting that proposed Budget Amendment Journal Entry Number 9 be included as part of the formal meeting minutes of the December 11, 2023 Regular Meeting of the Board of Trustees.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Kassay</u>
All in Favor, with None Opposed.

Resolution # 16-121123

Resolution approving the attached quotation submitted by Seven Seas Construction Co., Inc. in the amount of \$ 33,500.00 for the required repair of the pilings and dolphin used by the research vessel Seawolf, which is docked in Harborfront Park.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Kassay</u>
All in Favor, with None Opposed.

Resolution # 17 - 121123

Resolution authorizing Treasurer Gaffga to perform the proposed Budget Amendment - Journal Entry Number 10, in the amount of \$33,500.00 - to fund the required dock piling repair at the dock in Harborfront Park used by the research vessel Seawolf, to be funded through line item H.5031.000 (Interfund Transfer and Expensing) through the newly created Capital Account H.8997.607 (Dock Piling Repair), and requesting that proposed Budget Amendment Journal Entry Number 10 and the quotation submitted by Seven Seas Construction Co, Inc. be included as part of the formal meeting minutes of the December 11, 2023 Regular Meeting of the Board of Trustees.

Motion made by: <u>Trustee Kassay</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 18 - 121123

Resolution approving the Check Register and warrants dated December 8, 2023, as presented by Treasurer Gaffga, and as will be approved by Claims Auditor Goodwin.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Loucks</u>
All in Favor, with None Opposed.

At this time, the Mayor re-opened the public comment session of the meeting.

Resolution # 19 - 121123

Resolution approving an increase in the hourly wage of Senior Justice Court Clerk Elizabeth Kidney, from \$ 24.87 per hour to \$ 30.02 per hour, owing to the acquisition of substantial expertise in her current role, with the increase effective December 14, 2023.

Motion made by: <u>Trustee Kassay</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

Resolution # 20 - 121123

Resolution to adjourn the December 11, 2023, Village of Port Jefferson Board of Trustees Meeting at 7:31 p.m.

Motion made by: <u>Trustee Biondo</u>
Motion seconded by: <u>Trustee Juliano</u>
All in Favor, with None Opposed.

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Agrotain Umaxx 46-0-0 Armortech 22-0-5 granular Armrmotech 26-0-10 granular Anderson 19-0-15 granular Anderson Mico Mix WSP Griggs Brothers Garys Green Ultra ج ع عود Griggs Brothers PK plus - 2-5 gal \$182.50 Griggs Brothers Tuff Turf -2.5 pl , 9160.00 Griggs Brothers Silical B - 2.548 \$150.00 Griggs Brothers Carboplex -2.5, 2 \$125.00 Griggs Brothers Aminopiex - حرج المراكبة المراك Plant Food Impulse Plant Food Adams Earth Plant Food Healthy Start Ocean Organics Guarantee Natural Ocean Organics Stress RX Ocean Organics XP protection Ocean Organics Early Bird liquid Ocean Organics Superstar 5-7-5 Solucal Peak Iron Foliar Pak BIO SEA Foliar Pak Foundation 40 Follar Pak Amperage Foliar Pak Colonise Foliar Pak Micros Plus Foliar Pak Minors Foliar Pak CS Harrels Earth Max Harrels Amino Pro V Harrels 4-0-0 Harrels 12-0-0 iron Harrels Par Polyon 21-0-20 Polyon 0-0-50 Poylon 26-0-10 w/merit Greens Grade Gypsum Greens Grade 0-0-50 Sustane 4-4-4 liquid Silica liquid Magnesium

Wetting Agents / Phosphites Packaging Size

liquid Manganese Plant Food 20-3-3 → № 21-0-0 amonium sulfate

Price

Generic Packaging Siz

Price

Harrelis Fleet Harrels Rewet Harrels hydro 90 Nutri-Grow 38 Special - 2-Spec · Armor Tech 44 - N/A Plant Food Phosphite 30 -N/A Foliar Pak Gold Standard - M/A Cascade - 2.5 pl - \$300 -Duplex - Aqui Flo - 2.5 pl - \$150 Gamechanger- ►/A Aminophyte - N/A Seed Packaging Size **Coated Ryegrass** .Coated Bentgrass Market Price at Time of Order Blue Rye Fescue Rough Mix Sheep / Hard Fescue Native Mix Turf Type Tall Fescue / Blue Mix Hydromulch Balls Hydromulch Balls w/tacktifier

Slice Seeder Rental / day

| | | | | DEHAICES' IM | |
|--|--------------------|--------------------|--|---------------------------------------|--|
| Fungicides | Packing Size | Price | 0 | 60 GAZZA BOULE | VARD |
| 26GT | | | Generic | FARMING BAKE HY | 11735 Price |
| Control Control BARB | 2x2.5 gel | 01,413.43 | | 631-694-0441 | |
| Proxy | 3 x 2.5 gd | 4430.99 | | | |
| Chipco Signature | 2 × 2.5 gal | | OP Etheron 252 | 2x25ad | \$205,51 |
| Interface | 8 x 5.5 12 | 1,570,00 | or wagayans | 4 x 11 16 | 1,570,00 |
| Tartan | 2 x 2.5 gal | 0 1, 122.00 | or 3 or more on 1. | Invoice | 7987.00 |
| Banol | 2 x 2.5 gcl | | or 3 or more on 1 | Invoi de | 1,878.40 |
| · · · · · · · · · · · · · · · · · · · | 2 x 2.5 gal | 2,457,50 | • | | 17 1 |
| Proplant | | | Karma | Lgol | 1315 00 |
| Daconii Ultrex | NO BID | | | | 0/0 |
| Armortech CLT825 | 4x5 bs | 1210 00 | · | | - |
| Daconii Action | 2 x 2.5 th gol | 530 00 | | | : |
| Hertiage TL | Igal | (# 2 a m Q € | er lot 160 00 | | |
| Headway | NO BID | | | | • |
| Assemblicated ZOSSYMY | I gal | 5355 SE | | <u> </u> | <u> </u> |
| Honor Intrinsic | 6 × 3 lb | \$3,303.59 | | | 1 |
| Insignia SC | 2 x 25 gel | 7,225.10 | | | |
| Kabuto | NO BID | 1,000 | | | |
| Emerald | 10 x . 4902 | 1,187,40 | | | <u> </u> |
| Eagle 20ew | | | Myclobutanil 2000 | 1 - 0 | \$ 161.00 |
| Mirage | 2x2.5 ycl | 5974 2 | 1. IACIODECONI SERIO | Igel | 76/ |
| Secure | NO BIN | 1.1.35 | | | |
| Amoriedi Rotator | I gal | 1400 | | <u> </u> | <u> </u> |
| Instrata | NO BID | ,00 | | | |
| Tourney | 5 /05 | # 735 9 | 1 10 | k . a | 6860 00 |
| Segway | MODER 19 31 0 | 1440 00 | or Towney EZ | Igel | 6 860. 00 |
| PERMITTER CONCRETE TO SERVICE TO | ELINES ENVIRONMENT | A Coppension State | s < . / | 0/ | 0 1111 00 |
| Enclave | 2×2.5 gcl | \$ 610 00 | 9 Serata | 36 oz | 3440- |
| Traction | NO BIN | - 6/0 | | | |
| Union | NO BED | | | | |
| Briskway | 100 1340 | | D · i | | |
| Affirm | 3 x 2.41bs | 1707 1 | Protege | 1,gcl | 1,100 |
| Endores 2.5 WSB | NO BID | /7./ | - | | |
| 3336 | | | | · · · · · · · · · · · · · · · · · · · | |
| Maraton excipant (1450) | NO 850 | 13201 95 | · · · · · · · · · · · · · · · · · · · | | |
| Banner Maxx II | 2x2.5gel | 320 | | | |
| Astronomical Control of the Control | NO BED | ALIM GO. | | | |
| Appropriate the second of the | 2×2501 | \$ 400 | | | |
| Profesor vice post | | | Pateu OF | 6x6las | Letos III |
| Mirage | 2×25 gal. | \$625 P | | | |
| Avaimate cratitatis at elementario de la contra del contra de la contra del la contra del la contra del la contra de la contra de la contra de la contra del la contra del la contra del la contra de la contra del la contra | 2×2564 | 974 40- | | | |
| Dithane | EASTER COLUMN | 1-16-1-170) 1-1-1 | | • | |
| Civitas One | 4 x 12 05 | \$ 330 PM | | | |
| | NO BID | | | | |
| Civitas w/ Harmonizer | NO BED | · | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | | SERVICES | |
|--|--|--|------------------|----------------------------|--|
| | | | | 60 GAZZA BO | JLEVARD |
| PGRS | Packing Size | Price | Generic | FARMINGDALE Partingsize | NY 11735 |
| ्रक्षामध्यकत्त्वादास्य विकास | MEN 1878 30 MEN 21 | 题(到)高级 | | | M41 |
| And the contraction of the second | Established in the second | 1,101 | | - | |
| Additional and the state of the second | | THE PARTY OF THE P | SA 12.78 | | |
| Primo Maxx | NO BIN | | adile. | | |
| Trimmit | NO BID | | | | - · · · |
| Annue | 4x4x1502 | # 1,991,20 | , | 0.00 | \$1 401 |
| | | 1) 1-1/- | or Ante EZ | 2×2.5gc | 1,476. |
| Insecticides | Packing Size | Price | Generic | On alsia a Ci | |
| Dursban | NO BID | 1,700 | Generic | Packing Size | Price |
| Tempo GC Ultra | 900 ML | 1225 00 | | | |
| Lambda GC | 6 x lat | \$500.92 | | - | |
| Dylox 420 SL | 2 x 2.5 al | \$520.03 | | | |
| Ferrence | NO BED | 30. | | | |
| Scimitar GC | Cad on | | | | |
| Provant | | - | <u> </u> | | |
| Merit 75WSP | 4×4× 1602 | 114000 | · | | <u> </u> |
| /tentitolaczenilly(b)e/ | 7 X 7 X 1.6 02 | 170- | | | |
| Matchpoint | 6402 | 1000 80 | Mera 2F | Igal | 482 9 |
| Sevin SL | 37.02 | 952.80 | | | - |
| , | A STATE OF THE STA | - | Drove Carbery | 2x2.5gcl | #385. |
| Herbicides | Packing Size | | | | · |
| Acclaim Extra | | Price | Generic | Packing Size | Price |
| Speedzone | 1 gal | 7920,33 | - | | |
| 4 speed xt | 2×2.6 gl | 506 20 | | | |
| Brushmasher | 2x251 | 605.00 | | | |
| Banvel | NU BED | . | | | |
| Pendulum Aquacap | 2 2 4 | # 1177 CO | CLASH | 2x25gl | 3495 2 |
| pylex | 2 x 2.5 gal | 3470 9 | | | |
| segment | NO BID | <u> </u> | | | |
| Fusilade | | | | | |
| tenacity | | | | | - |
| barricade | <u> </u> | | Armortech Triona | 802 50 69 | 02 \$ 190.03 |
| monedat (Edele AMpe & a | | | Kade 4L | 2×2.6 gel | # 430 gs |
| Dimension | 4×5/65 | 1323.02 | , | | |
| monechicac 40 wsp | 2 x 2,5 gcl | 5,1,226.00 | GP DIHAIDPUR 4L | 1 gal | \$2/000 |
| anight Edither (Apply 2) | NO BED | | Ü | <i>O</i> | |
| Emmunia Dia da la | | | | | |
| Sprayer Products | Packing Size | Price | Generic | Packing Size | Price |
| Foam Marker | Igal | \$ 55.0 | | | - |
| Deformer Table Circumstance | 12 x 1 gt | 12100 | | | |
| Tank Cleaner | 1 gcl | 130 9 | | | |
| Spray Adjuvents | NO BID | | | | ······································ |
| Pigment Cleaner | No BFD | | | | |
| - British - | | | | | |
| | | _ | | | |

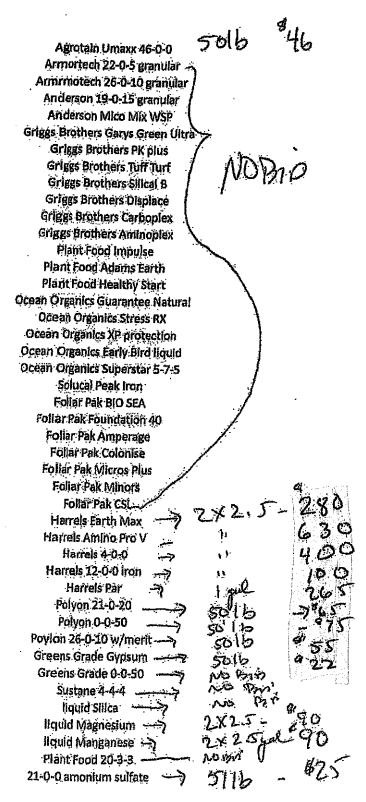
| | | | | SERVICES, INC. | | NC. |
|----------------------------------|--|---------------------------------------|----------------|---------------------------------------|-------------------|--|
| | | | | | 60 GAZZA BOUL | EVARD |
| Fertilizer | Pac | king Size | Price | Generic | FARMINGPALE. | IY 11735 _{price} |
| Agrotain Umaxx 46-0-0 | 50 | ller | 465.55 | - | 637-694-04 | 41 |
| Armortech 22-0-5 granular | 50 | 165 | \$ 30 00 | | | - |
| Armortech 26-0-10 granular | 50 | Aur | 135 00 | | | |
| Anderson 19-0-15 granular | | | | 10 00000 | 2 4 5 Cd 4/a | b 63 90 |
| Griggs Brothers Garys Green Ultr | a No | L CIV | | rebenen C.CMU 2 | 2-0-16 59n 80 401 | by -0.5 |
| Griggs Brothers PK Plus | 1 | oru | | | | |
| Griggs Brothers Tuff Turf | 1 | | | | | |
| Griggs Brothers Silical B | - - | | | | | |
| Griggs Brothers Displace | 1 | | - | | | |
| Griggs Brothers Carboplex | + + | | | | | |
| Griggs Brothers Aminoplex | + | | | • | | |
| Plant Food Impulse | | | | | | |
| Plant Food Adams Earth | | | | | - | |
| Plant Food Healthy Start | | | | · · · · · · · · · · · · · · · · · · · | | - |
| Ocean Organics Guarantee Natura | | | | <u> </u> | | |
| Ocean Organics Stress RX | | · · · · · · · · · · · · · · · · · · · | | <u> </u> | | <u> </u> |
| Ocean Organics XP protection | | · · · · · · · · · · · · · · · · · · · | | | ļ | |
| Ocean Organics Early Bird liquid | - | | <u> </u> | <u> </u> | <u> </u> | |
| Ocean Organics Superstar 5-7-5 | | | | | | |
| Sloucal Peak Iron | | · | | | <u> </u> | |
| Foliar Pak BIO SEA | | | # 2 na 98- | | <u> </u> | |
| Foliar Pak Foundation 40 | 2 x 2. | | 300 | | | |
| Foliar Pak Amperage | 2 x 2.5 | | 750 | | | |
| Foliar Pak Colonise | 2×2.5 | | 200 | | | |
| Foliar Pak Micros Plus | 2×23 | 7 3 | - 0/0 | | | |
| Foliar Pak Miniors | 2×25 | 16 10 | 220 00 | , | | |
| Foliar Pak CSI | <u> 3× 2.3</u> | | 160 00 | | | |
| Harrells Earth Max | | 5 4 | 600 90 | | | |
| *** | NO B | FD_ | <u> </u> | | | |
| Harrells Amino Pro V | | <u>.</u> | | | | |
| Harrells 4-0-0 | | | | • | | |
| Harrells 12-0-0 iron | | | | | | |
| Harrells Par | | | | | | |
| Polyon 21-0-20 | | | | | | |
| Polyon 0-0-50 | <u> </u> | | | | · | |
| Polyon 26-0-10 w/ merit | | | | | · | |
| Greens Grade Gypsyum | 50 lb | 5 | 623 Da | | | |
| Green Grade 0-0-50 | 50 lb | | 153 00 | | | |
| Sustane 4-4-4 | NJ | | | 19-777 Ornamunhl | Ferher Only 50 K | 135 00 |
| liquid Silica | NO B | FV | | | | |
| liquid Magnesium | | | | Folice Park Many | 2×2561 | #130 00 00 00 00 00 00 00 00 00 00 00 00 0 |
| liquid Manganese | | | | Folior Poll MN | 2x254 2x254 | #130 PE |
| Plant Food 20-3-3 | | | _ | Netrite 20-5-3 20% | EN IE 275 ad by | - 72,680,5 |
| 21-0-0 amonium sulfate | 51 lbs | • | #25 Solub | le | | - signatur |
| <u> </u> | | | | | | |
| | | | | | | |

| | | | | 60 GAZZA BOULL FARMINGDALE, N 631-694-044 | Y 11735 | |
|---------------------------------|--------------|------------|----------------|---|---------------------------------------|--|
| Wetting Agents/ Phosphites | Packing Size | Price | Generic | Packing Size | Price | |
| Harrells Fleet | NO BID | | | | | |
| Harrells ReWet | | | SMS 100 TADLE | 24 x 802 | #420 al | |
| Harrells hydro 90 | No BID | | CITY IDO THURS | X / X 102 | 720 | |
| Nutri-Grow 38 Special | 1 | | | | | |
| Armortech 44 | | | | | <u></u> | |
| Plant Food Phsophite 30 | | | | | | |
| Foliar Pak Gold Standard | 2 x 2.5 gel | 8340 ga | | | | |
| Cascade | | 91- | SMS 700 | 2 x 2.5 g/ | 12000 | |
| Duplex | | - | 5m5 200 | 2×259 | 1430 1º | |
| Gamechanger | NO BID | | N | A 2 2 3 4 - | 150 | |
| Aminophyte | | | | | | |
| | | | | | | |
| Seed | Packing Size | Price | Generic | Packing Size | Price | |
| Coated Ryegrass | 50 les | 4115 | | | | |
| Coated Bentgrass | 25 16 | 1200 Short | or Atchern | berhan 25 lb | 1 300 00 | |
| Blue Rye Fescue Rough Mix | 50 165 | 4.126 00 5 | | | | |
| Sheep / Hard Fescue Native Mix | NO BID | <i>i</i> | 7 20 - 2 1112 | | | |
| Turf Type Tall Fescue/ Blue Mix | 50 lbs | 4 115 901 | amis | | | |
| Hydromulch Bails | NO bud | 7 | | | | |
| Hydromulch Bails w/tacktifer | | | | I | · · · · · · · · · · · · · · · · · · · | |
| Slice Seeder Rental / day | المستعلمين | | | | | |

Harreli, Lil

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Fungicides
                          Packaging Size
                                       4. Price
                                                  Generic Packaging Size
                                                                        Price
          26 GT
                                        1,250
     Armor Tech lp238
                                         280
         Proxy
     Chipco Signature
        Interface
                                       1.122
         Tartan
                                        2,066
         Bänol
       Proplant AND BIN
      Daconil Ultrex
   ArmorTech CLT825 NO Ro
     Daconil Action 2 X 2-5
                                       5.910
      Heritage TL
                                         080
       Headway
    Armortech Zoxy T
     Honor Intrinsic
                      -> 36lb
      Insignia SC _ ZXZ
       Kabuto 105 13:119
                                      118 71
       Emerald
                                      Z50
      Eagle 20ew 2
                                      94440
                                                  Flugzinau ZXZ-5-Z,360
       Mirage 2302 5 5
       Secure 2 42.5
  Armortech Rotator
                   NO BYO
                                     940
       instrata
                                               MAZOFAMID 400
      Tourney -
      Segway
  Armortech CYA345
                 NO BID
      Enclave
                ->2×25
      Traction -
       Union Pario
      Affirm 342416
  Endorse 2.5 W587 NO PSI P
                                         390
 ArmorTech TM462 -
                                                 + 7242-5-7 8440
+ Telo => 282-5 - 570
  Banner MAXX II
 ArmorTech pp2143 ,
                     3612
Fore Rainshield 80WSP
 ArmorTechTM(2020 - 2 No 13/12
     Mirage 2×25
 ArmorTechTEB360
     Dithane (2.16
    Civitas Qne
Civitas w/ Harmonizer
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PGRS
                                Packaging Size
                                                 Price
                                                             Generic Packaging Size
                                                                                        Price
         Musketeer
                                                1922
     Armor lech PGR113 2
     ArmorTech Pac233
        Přímo Maxx
           Annue
       <u>insecticides</u>
                                                Price.
                               Páckäging Size
                                                           Generic
                                                                     Packaging Size
                                                                                       Price
         Dursban
      Tempo GC Últra
        Lambda GC
       Dylox 420 SL
        Ferrence
       Scimitar GC
        Provaunt
      Merit 75WSP.
     ArmorTech IMD
       Matchpoint
        Sevin SL
                              NO BID
      <u>Herbicides</u>
                             Packaging Size
                                               Price
                                                          Generic Packaging Size
                                                                                     Price
      Accialm Extra
                                               100
      Speed Zone
                                                450
                                                600
       4 speed xt
      Brushmaster
                                                 90
        Banvel
  Pendulum Aquacap
         Pylex
       Segment.
       Fusilade
     Sethozydim
                              NO STIVE
       Tenacity
      Barricade
ArmorTech Kade65WDG (VO 1570
      Dimension
ArmorTech CGC 40 wsp No 00 0
 Sprayer Products
                            Packaging Size
                                                                  Packaging Size
                                              Price
                                                         Generic
                                                                                    Price
    Foam Marker
                                              264
      Defoamer
                             ń
    Tank Cleaner
   Spray Adjuvents PAY
  Pigment Cleaner
     <u>Fertilizer</u>
                           Packaging Size
                                             Price
                                                        Generic Packaging Size
                                                                                   Price
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Harrells Fleet Harréls Réwet Harrels hydro 90 Nutri-Grow 38 Special Armor Tech 44 Plant Food Phosphite 30 Foliar Pak Gold Standard Cascade Duplex Gamechanger Aminophyte Packaging Size Price Generic Packaging Size Price Coated Ryegrass Coated Bentgrass Blue Rye Fescue Rough Mix Sheep / Hard Fescue Native Mix Turf Type Tall Fescue / Blue Mix Hydromulch Balls Hydromulch Balls w/tacktifier

Slice Seeder Rental / day



September 22nd, 2023

Sylvia Pirillo Village Clerk Village of Port Jefferson 121 West Broadway Port Jefferson, New York 11777

RE:

Proposal for Professional Engineering Services Old Homestead Recharge Basin – Additional Mitigation PWGC LP#: 23LP553

Dear Ms. Pirillo:

P.W. Grosser Consulting (PWGC) is submitting this proposal to provide engineering and consulting services for the additional Mitigation work related to the recharge basin at Old Homestead Road, Port Jefferson NY. This proposal includes engineering design and construction oversight services.

Task 1 - Additional Mitigation - Engineering and Oversight

PWGC will prepare design plans for the construction of the additional mitigation measures at the Old Homestead Recharge Basin and surrounding areas. These measures are intended to be covered by the Additional Mitigation funds (approx. \$240,000 overall budget) that is available by FEMA under DR-4615-NY. The scope of these measures will be based on the conceptual plan PWGC prepared on 9/13/2023.

PWGC will prepare a cost estimate concurrently with the design plans to establish a scope that meets the Additional Mitigation budget.

For Construction Oversight, PWGC will:

- Provide part time construction observation services.
- While on site PWGC engineering staff will observe work completed and work in progress for conformance with the contract documents.
- PWGC will address field conditions with the contractor.

The cost to perform this task will be a lump sum of \$24,000.

ENGINEERING SERVICES FEE

Required services that lie outside the above scope of work will be considered additional services and will be billed at PWGC's current rates, which are subject to update in six-month intervals during the calendar year in January and July, or will be performed for a negotiated fee prior to delivery.





Services provided by PWGC would be performed as per the enclosed terms and conditions. Should you find this proposal acceptable kindly sign below where indicated and return a copy of the signed agreement. Work will commence upon receipt of this signed contract.

Thank you for the opportunity to propose on this project. Please call if you have any questions or would like to discuss your project further. I look forward to hearing from you.

Regards,

P.W. GROSSER CONSULTING

Brian Heflich, PE

Project Manager



| | | |
|------------------|---|-------------------------------------|
| CLIENT | Village of Port Jefferson | |
| PROJECT SITE | Old Homestead Recharge Rasin - Additional Mitigation | |
| WGC LP# | 23LP553 | |
| to execute tl | lge that I am an authorized representative of the comp his proposal, and that payment based on current PWG sume personal responsibility for payment of P.W. Gros. | C rates is due upon receipt of each |
| Approved by | у | |
| | Signature | Date |
| Printed Nar | ne, Company | |
| 2 2222224 2 1422 | | Date |
| | | |
| Please indica | ate where invoices should be sent for processing: | |
| Name | | |
| rvanic | | ···· |
| Address | | |
| | | - |
| Email | | |
| Phone Numl | ber | |
| Billing Instru | | |
| Purchase Or | der # | |
| | s must be received by to be included in current billi | |
| | l be submitted via email. Do you require a hard copy | |
| | ny additional special instructions for billing: | |
| Trease not an | iy ddditional special instructions for billing. | |
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| CLIENT | Village of Port Jefferson |
|--------------|--|
| PROJECT SITE | Old Homestead Recharge Basin – Additional Mitigation |
| PWGC LP# | 23LP553 |

| 2023 PWGC F | RATE SCHEDULE |
|-------------------------------------|------------------------------------|
| Category | Hourly |
| PRINCIPALS | |
| Senior Principals | \$300.00 - \$420.00 |
| Principals | \$200.00 - \$300.00 |
| PROJECT MANAGEMENT | |
| Senior Project Manager | \$165.00 - \$260.00 |
| Project Manager | \$120.00 - \$210.00 |
| | RONMENTAL SCIENTIST (HYDRO/GEO/ES) |
| Professional (PG) Senior Hydro/GEO | \$170.00 |
| Senior Hydro/GEO/ES | \$115.00 - \$130,00 |
| Project Hydro/GEO/ES | \$105.00 - \$110.00 |
| Field Hydro/GEO/ES | \$95.00 |
| Senior Environmental Tech | \$100.00 |
| Environmental Tech | \$85.00 |
| ENGINEERING | |
| Senior Engineering Technician | \$175.00 |
| Senior Engineer | \$150.00 - \$205.00 |
| Project Engineer | \$125.00 - \$150.00 |
| Staff Engineer | \$120.00 |
| Senior Environmental Planner | \$140.00 - \$215.00 |
| Environmental Planner | \$95.00 - \$110.00 |
| GIS/CADD SERVICES/Civil 3-D/DRONE S | |
| US FAA Certified Remote Pilots | \$110.00 |
| Senior Geospatial Geologist | \$165.00 |
| CADD Drafter/Permit Coordinator | \$105.00 |
| Senior GIS Analyst | \$110.00 |
| GIS Analyst | \$90.00 |
| OTHER SERVICES | |
| IT Services | \$110.00 |
| Administrative Services | \$100.00 |





| CLIENT | Village of Port Jefferson |
|--------------|--|
| PROJECT SITE | Old Homestead Recharge Basin – Additional Mitigation |
| PWGC LP# | 23LP553 |

TERMS & CONDITIONS (2023)

Performance of Services: The Consultant P.W. Grosser Consulting Inc. shall perform the services outlined in the proposal provided with this Agreement. Engineering services will be provided by P.W. Grosser Consulting Engineer & Hydrogeologist, PC. The proposal is effective for 45 days.

Additional Services: For additional services not included above, PWGC will be compensated accordingly and based upon its most current rate schedule.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Retainer/Billing/Payment: The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to providing services, the Client shall deposit a retainer of $\mathbf{\$0.00}$ with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 45 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees. A surcharge of 3.50% will be imposed on credit cards which is not greater than our cost of acceptance.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages a result of such suspension caused by any breach of this Agreement by the Client.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant.

Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

Certifications, Guarantees and Warranties: The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Ownership of Documents: All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant, and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.





Consulting Engineers and December 28, 2023 Proposal 610027

Scientists

Via email: <u>mayorsheprow@portjeff.com</u> <u>rogcorcella@gmail.com</u>

Incorporated Village of Port Jefferson 121 West Broadway Port Jefferson, New York 11777 Attn: Mr. Roger Corcella

RE: Professional Service Proposal

East Beach Post Construction Bluff Monitoring Port Jefferson, New York

GEI Consultants, Inc. DBA GEI Consultants Engineering, Geology, Architecture & Landscape Architecture (GEI) is pleased to offer this professional service proposal to the Incorporated

Project Understanding

Village of Port Jefferson (Village).

GEI understands that the Village is required to monitor the bluff condition and provide an annual written report to the NYS Department of State (DOS) and Department of Environmental Conservation (DEC) as a condition of the state regulatory authorizations from April 2021. The annual condition report shall include documented conditions after any significant (i.e., named) storm event, if applicable, from the prior year. Furthermore, non-significant events that result in substantial damage shall also be documented. The report shall conclude with an overall comparative analysis of the vegetation and slope.

This report shall be the first that the Village has submitted to the NYS DOS / DEC and shall comprise events from April 2021 through December 2023.

Scope of Work

GEI shall prepare the initial annual monitoring report on behalf of the Village for submittal to the NYS DOS and DEC. The report shall include a summary of the results from previous post-event inspections performed by GEI, including:

- Hurricane Isaias August 2020
- Tropical Storm Henry August 2021
- Hurricane Ida September 2021

Furthermore, we monitored the bluff during the construction of the seawall at the bluff toe in 2022 and early 2023. This effort shall be summarized in the condition report along with our recent inspection of the stability failure adjacent to the eastern tennis courts. The report shall

conclude with an overall comparison between the bluff prior to construction, post-construction, and current condition.

Additional services required to complete the report are comprised of:

Comprehensive Site Inspection: GEI shall field a three-person team, led by a licensed landscape architect, to inspect and document the current condition of the bluff (i.e., vegetation), beach ramp, and seawall.

Topographic Survey: A topographic survey of the bluff and adjacent areas meeting the requirements of the monitoring plan shall be performed by a qualified person from the Village and the results provided to GEI. The survey shall indicate the crest and toe positions along with topography elevations in NAVD88.

Project Schedule

GEI understands that the report is due to the NYS DOS and DEC on January 15, 2024. We shall commence work upon receipt of written authorization from the Village, completing the site inspection within 5 business days. Furthermore, we shall compile our previous inspections and prepare a draft report in parallel with this effort. We shall submit completed draft report to the Village on January 11th, assuming the results of the aerial survey are provided to GEI prior to the January 8th. We anticipate receipt of comments from the Village no later than 5 PM on the January 12th. This schedule allows for the electronic submittal of the report to the NYS DOS and DEC on January 15th.

Consultant Fees

GEI proposes a total lump sum fee of \$8,300. Work shall commence upon receipt of a written notice to proceed and an executed Professional Services Agreement.

Services and/or deliverables not described in the Scope of Work are expressly excluded and, upon mutual agreement, may be performed at an additional cost. These exclusions and services include, but are not limited to:

- Conducting or participating in the topographic survey.
- Meeting(s) and Phone Conferences: Meetings, phone conferences, and emails.
- Adopting a single review of the draft report comprising consolidated comments from the Village.
- Follow-up agency coordination/communications.

Conclusion

GEI's services will be provided in accordance with the Terms and Conditions in the attached Professional Services Agreement. Completed work will be invoiced on a lump sum basis and payment due within 30 days of GEI issuing invoice requesting payment.

If this proposal is acceptable, please sign the attached Agreement and return a copy, which may serve as our authorization to proceed, if indicated. If you need to issue a purchase order, please reference this proposal and the attached Agreement.

We appreciate the opportunity to submit this proposal and look forward to assisting you with this important project. If you have any comments, questions, or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

GEI CONSULTANTS ENGINEERING, GEOLOGY, ARCHITECTURE

&LANDSCAPE ARCHITECTURE

Laura Schwanof, RLA

Landscape Architect/Ecological Practice Leader

(M): 631-513-1604

(E): <u>lschwanof@geiconsultants.com</u>

Adon Austin, P.E. Senior Coastal Engineer

(M): 773-562-2884

(E): aaustin@geiconsultants.com

Attachments: Terms and Conditions, Fee Schedule

C. R. Corcella, Village

B. Spratford, K. Ang, J. Engels, GEI

AA/LS:ag

B:\Working\VILLAGE OF PORT JEFFERSON_Proposals\60000 Proposal Name\BLUFF MONITORING\GEI_Proposal Bluff Monitoring 2023-12-28.docx

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FEE SCHEDULE

| Staff Professional – Grade 1 \$ 109 Staff Professional – Grade 2 \$ 130 Project Professional – Grade 3 \$ 161 Project Professional – Grade 4 \$ 177 Senior Professional – Grade 5 \$ 203 Senior Professional – Grade 6 \$ 224 Senior Professional – Grade 7 \$ 250 Senior Consultant – Grade 8 \$ 250 Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 Administrative Staff \$ 104 | Personnel Category | Hourly Billing Rate \$ per hour |
|---|--------------------------------|----------------------------------|
| Project Professional – Grade 3 \$ 161 Project Professional – Grade 4 \$ 177 Senior Professional – Grade 5 \$ 203 Senior Professional – Grade 6 \$ 224 Senior Professional – Grade 7 \$ 250 Senior Consultant – Grade 8 \$ 250 Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Staff Professional – Grade 1 | \$ 109 |
| Project Professional – Grade 4 \$ 177 Senior Professional – Grade 5 \$ 203 Senior Professional – Grade 6 \$ 224 Senior Professional – Grade 7 \$ 250 Senior Consultant – Grade 8 \$ 250 Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Staff Professional – Grade 2 | \$ 130 |
| Senior Professional – Grade 5 \$ 203 Senior Professional – Grade 6 \$ 224 Senior Professional – Grade 7 \$ 250 Senior Consultant – Grade 8 \$ 250 Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Project Professional – Grade 3 | \$ 161 |
| Senior Professional – Grade 6 \$ 224 Senior Professional – Grade 7 \$ 250 Senior Consultant – Grade 8 \$ 250 Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Project Professional – Grade 4 | \$ 177 |
| Senior Professional – Grade 7 \$ 250 Senior Consultant – Grade 8 \$ 250 Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Senior Professional – Grade 5 | \$ 203 |
| Senior Consultant – Grade 8 \$ 250 Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Senior Professional – Grade 6 | \$ 224 |
| Senior Drafter and Designer \$ 140 Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Senior Professional - Grade 7 | \$ 250 |
| Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | Senior Consultant – Grade 8 | \$ 250 |
| Drafter and Designer \$ 120 Senior Technician \$ 130 Technician \$ 109 | | |
| Senior Technician \$130 Technician \$109 | Senior Drafter and Designer | \$ 140 |
| Technician \$109 | Drafter and Designer | \$ 120 |
| Administrate of m | Senior Technician | \$ 130 |
| Administrative Staff \$ 104 | Technician | \$ 109 |
| | Administrative Staff | \$ 104 |

These rates are billed for both regular and overtime hours in all categories.

These rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors, and Other Project Expenses – All costs for subconsultants, subcontractors, and other project expenses will be billed at cost plus a 10% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants; chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 10% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates — GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence — Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.



1. AGREEMENT

This Agreement is made and entered into by and between

| GEI Consultants Engineering, Geology, Architecture & Landscape Architecture | |
|---|-----|
| 1000 New York Ave., Suite B, Huntington Station, New York 11746 | and |
| Incorporated Village of Port Jefferson | |
| 121 West Broadway, Port Jefferson, New York 11777 | |
| | |

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in Exhibit A.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, epidemics, war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware of an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.
- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.



 d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in Exhibit C.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) <u>Indemnification</u>. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.



11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

a) <u>Authorized Representatives</u>. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

| Mayor Sheprow | |
|---|---|
| Incorporated Village of Port Jefferson | |
| 121 West Broadway, Port Jefferson, New York 11777 | _ |
| Laura Schwanof | |
| 1000 New York Ave., Suite B, Huntington Station, New York 11746 | |
| | Incorporated Village of Port Jefferson 121 West Broadway, Port Jefferson, New York 11777 Laura Schwanof |

- Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) <u>Notices</u>. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of New York.
- e) <u>Survival</u>. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.



- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) <u>Waiver</u>. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) <u>Headings</u>. The headings used in this Agreement are for general reference only and do not have special significance.
- i) <u>Certifications</u>. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in Exhibit D shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit** H shall apply.
- f) If applicable, all samples collected will be retained for a period of 60 days, after which time they will be discarded unless other specific instructions as to their disposition are received from the client

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- _ ✓ Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- Exhibit F, Special Provisions for Engineering Design Services
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)



16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

| For CLI | ENT: | For GEI: | |
|---------|--------------|-----------------------------|------------------------|
| Ву: | _ | By: Louis & | laure [|
| | (Signature) | (Signature) Laura Schwanof | 0 |
| _ | (Print Name) | (Print Name) | |
| | | Landscape Architect/Ecol | ogical Practice Leader |
| _ | Title) | (Title) | |
| | | December 28, 2023 | |
| (| Date) | (Date) | . |
| | Date) | · | <u></u> |

EXHIBIT A

Scope of Services and Schedule

See Attached Letter Proposal Dated December 28, 2023.

Ехнівіт В

Payment Terms

See Attached Letter Proposal Dated December 28, 2023, including GEI's 2023 Fee Schedule and Payment Terms.

Ехнівіт С

Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

- 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
- 2. Including explosion, underground drilling excavation, and collapse hazards.
- 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. <u>Comprehensive Automobile Insurance</u>:

- 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
- 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.

STANDARD PROFESSIONAL SERVICES AGREEMENT

Ехнівіт D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in Exhibit B.
- B. <u>Underground Structures</u>. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. <u>Disposal of Samples and Wastes Containing Regulated Contaminants</u>. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against



STANDARD PROFESSIONAL SERVICES AGREEMENT

all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

EXHIBIT F

Special Provisions for Engineering Design Services

- A. <u>Design Without Construction Phase Services</u>. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:
 - 1. Assumes all responsibility for interpretation of the construction Contract Documents.
 - 2. Assumes all responsibility for construction observation and review.
 - 3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

B. <u>Use of Documents</u>.

- 1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
- 2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.



STANDARD PROFESSIONAL SERVICES AGREEMENT

- Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
- 4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for al! costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.



INCORPORATED VILLAGE OF PORT JEFFERSON RECREATION & PARKS AT THE VILLAGE CENTER

101-A EAST BROADWAY PORT JEFFERSON, NY, 11777 (631) 802-2160

GENERAL FACILITY USE FORM

| APPLICANT NAME Chief McKlernan Hope House Endu | vance Team |
|---|--|
| ORGANIZATION Hope House Findurance Team | |
| ORGANIZATION Hope House Findulance Team ADDRESS / High St Port Jellerson NY | |
| DAYTIME PHONE 631-512 7207 ALTERNATE PHONE 631-371- | 1090 |
| REQUESTED FACILITY: East Beach West Beach West Brook Hollow | The Personal Property Security |
| DATE REQUESTED $\frac{2}{25/24}$ NUMBER OF PARTICIPANTS | Unknown |
| PURPOSE OF EVENT at this time | |
| To raise funds for Hope Hous | se |
| ministries | |
| | |
| TIME: BEGINNING 8:00 am ENDING 11:00 am | |
| The undersigned agrees that the Incorporated Village of Port Jefferson, its agents, officers, appointed officials, and employees shall not be liable for any claims, injuries, damages, or sustained by the undersigned as a result of use of the existing facility. This release from lia apply to all claims, injuries, damages or expenses regardless of fault of the Incorporated V Jefferson, its agents, officers, elected and appointed officials, and employees. This release the knowledge that the Incorporated Village of Port Jefferson provides no insurance to cov damages, or expenses which may result from the use of said facility. | expenses bility shall illage of Fort is made with |
| 5) my/2: -12/2 | 1/3/24 |
| Signature of Representative Responsible for Event Date | 7- 7 |
| | |
| OFFICE USE ONEX | |
| APPROVED: DISAPPROVED: COMMENTS | |
| DATE: | |
| RECREATION & PARKS DIRECTOR | <i>i</i> |

Code Enforcement Bureau Report January 2024

Events -

- Past Residents Night, Dickens Fest no issues or major incidents
- Upcoming Ice Festival, January 27 & 28

Resignation -

 On December 15, 2023 the Code Enforcement Bureau accepted a letter of resignation from ATO Connor Mendola, effective December 15, 2023, with regrets

Incident report recap (month of December 2023)

- Total 62
 - o Assist aided; traffic conditions; parking conditions; assist other agencies

Summons recap (month of December 2023)

- Total written 190
 - o Majority written for: uninspected vehicle (128), no parking/standing (12), parking without a permit (resident lot) (12), wrong way (10); 20 total warnings issued
- Location Salt Meadow Lot 28; East Main Street 27; Main Street 26; Mariners Lot (Gap Lot) – 23
- Be advised that metered parking has been suspended until the Spring

ALPR survey (month of December 2023)

- 121 passes through Arden resident lot
- PJ-3 in service 57
- Average of 2 passes per shift
- 12 summonses written for parking w/o a permit
- 22 out of 36 employees LPR trained (61%)

FAT (Field Appearance Ticket) recap (month of December 2023)

3 (2 - urinating in public; 1 - operating without a business license); 4 warnings issued (3 - open container; 1 - failure to disperse)

Facebook page

Official Port Jeff Code Enforcement Bureau

Contact

- Reach out to Code @ (631)774-0066 or Aowen@portjeff.com
- For non-emergency issues, call 631-852-COPS (2677) SCPD

spirillo@portjeff.com

From:

Steve Gallagher <sgallagher@portjeff.com>

Sent:

Tuesday, January 2, 2024 6:29 AM

To:

Mary Pelton; Sylvia Pirillo

Cc:

Bob Juliano; Mayor Lauren Sheprow

Subject:

DPW report Jan 2, 20284 SP

Attachments:

Leaf Program Tracker 2023.pdf; Leaf Program Tracker 2022.pdf;

Leaf Program Tracker Yardage Comparision.pdf

- Leaf program 2023 has been completed- cost is accurate
 East side had 2-3 passes due to complaints. Return pickups were made possible with the assistance of Parks and Country Club personnel
 - Weather was cooperative which allowed us to stay on schedule
- 12/28/23 Old Homestead recharge Basin that flows to Oakwood Rd- after a 2-3 inch rainfall water was emerging from the recharge basin onto Oakwood Rd- after walking the slope from Oakwood to the headwall of the recharge basin I determined that there is no breach and the basin is operating as it is designed. The overflow spillway was allowing water to flow out into the valley below which is causing unestablished soil to be washed out down and on to oakwood rd. The overflow spillway is designed to not allow water to build up and flow over the headwall and wash away the retaining wall as it has done in the past.
 - Working with PW grosser engineering to find a solution to this issue.
- 12/28/23- #3 Edgewood contacted the DPW due to water infiltrating his basement. After assessing the complaint it was determined that the storm drain in front of #3 Edgewood was full and filling his yard and seeping into basement. After rain subsided the Vac-Con was dispatched and was able to remove large amounts of water and cleaned bottom of drain that was filled with silt and debris.
- 12/28/23- #12 Edgewood ave- large amounts of water in valley- assessed situation- vac-con removed large amounts of water to allow traffic to be able to pass. 12/29/23 vac con returned to clean storm drain removing large amounts of silt and sand debris- will reevaluate in spring.
- Vac Con was able to be deployed due to warm 50 degree temperatures- as it is a vacuum it creates wind chill which creates ice due to the water. Ice through the vacuum fan would cause serious damage to machine.
- DPW Building still has multiple water leaks in the roof over the EOC as well as the office space. Working to determine the cause. Roof? Wall? Roof drains?
- Working with Mr. Freleng and Building and Planning on -Station st design and closure of Railroad entrance on main st as part of Conifer 1 design plan

-Mather Hospital-traffic signal at Billhorn way as well as pedestrian crossing signal

-Mather Hospital recharge basin and North Country rd flooding

- Working with Treasurer Gaffga regarding Enterprise lease to determine future vehicle replacement program and provide vehicle assessment.
- Preparing all Winter equipment- snowplows and sanders- repairing any equipment as necessary- much equipment in need of repair/replacement due to age and corrosion.
- Working with James Luciano President of B.I.D. to establish current sidewalk clearing map in BID district. Also looking at Port Jefferson sidewalk clearing to include new additional sidewalks.
- Working with Deputy Mayor Kassay- flood and climate resiliency- jumpstart NY

-USGS flood mapping

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| 12/14/2023 west | Michigan/Longfellow | 16 | 6 | 7 | 42 | | |
| 12/14/2023 west | California | 9 | 6 | 2 | 12 | | |
| 12/14/2023 west | Quinton/Glenwood | Tea e Marie a como en c | 10 10 10 10 10 10 10 10 10 10 10 10 10 1 | | | 374 | 5610 |
| 12/15/2023 west | California / Old Post W | 46 | 16 | 7 | 112 | | |
| 12/15/2023 west | Adams / Oakes | 52 | 16 | 6 | 96 | | e projugguero mage e ary como o ances ou |
| 12/15/2023 west | Randall / Hallet | 16 | 6 | 4 | 24 | | |
| 12/15/2023 west | Lower Brook / Red barn | 9 | 6 | 1 | 6 | general management and response to the second | a for grown region, were too was see years |
| 12/15/2023 west | Hoyte // Jayne | 9 | 2 | | 2 | | |
| 12/15/2023 west 12/15/2023 west | Sheldrake/Bayview | P4 E v 17 m 17 m | 1 | 5 | 5 **** ******************************** | on the the the contract of the | a turkt chian minimi manima in mid |
| 12/15/2023 west 12/15/2023 west | Beach/longacre Lower Shell | Bulliotic as b | | | 1 | | |
| 12/16/2023 west | E Broadway / Arlington | 46 | was Feder | | 7 - 1 <u>22 - 1</u> 18 | 245 | 3675 |
| 12/16/2023 west | | dii | 16 | 6 | 96 | | |
| 12/16/2023 west | Upper Shell / W. Broadway Liberty | 52 | 16 | 6 | 96 | | |
| 12/16/2023 west | Willis to Alice | la and a later | | | 0 | 100 | |
| 12/18/2023 west | TIME OF ALCO | 9 | 6 | | 24 | 192 | 2880 |
| entra ser sattanes and the contract of | A. H. Salas S. A. Stina Line, 1846, 1 | | | <u> </u> | . 24 | | a gradical de Arra et e |
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| | 12 | . 4 | 1 . | 4 | 53 | 795 |
| 12/20/2023 west Alice / Fruita | 6 | 4 | 2 | 8 | | |
| 12/20/2023 west Willis / woodchuck | 12 | . 4 | 1 | 4 | | *************************************** |
| 12/20/2023 west Midland / sheepasture | 7 | 4 | 2 | 8 | - Property | 0 |
| 12/20/2023 west Overton | 4 | 4 | 2 | 8 | | and the second of the second o |
| | 7 | 3 | i | 3 | 31 | 465 |

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|------------|--------------|--|------------|-------------|-------------------|---------------|--|--|----------|
| DAGO | Loreidon | भ <u>शिव्यम</u> ्ह | | <u> </u> | INTIMITAL | 96 (2) +7 | Denty: | ALT THE SECOND | ories in |
| 12/19/2022 | Sprague | s Distant | and altors | Chienti | e of thins | - Manas o | erligitationis | Control of the Co | idayai |
| 12/12/2022 | Global | and the second of the second o | | | | | | \$ | 4,49 |
| | Chip it all | The state of the s | | | | | | \$ | 3,89 |
| | Moreland hos | re | | | *** * * * * * * . | V N | - · · · · · · · · · · · · · · · · · · · | \$ | 62,88 |
| 1/10/2023 | Moreland hos | e | | | 11.00 | V | the state of the s | · | 47 |
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| 1/18/2023 | Gallino | the form of the form of the second of the se | | | | | |) | 1,90 |
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| 11/21/2022 | East | Chuck Court | 4 | 4 | 1 | · · · · · · 4 | *** *** *** *************************** | | 99,413 |
| 11/21/2022 | East | Corie Court | 6 | 4 | 1 | | Yards | • | |
| 11/21/2022 | East | Holly Lane | | | * | 40 | Cost | \$ | 62,925 |
| 11/21/2022 | East | Laurel Dr. | 9 | 6 | 8 | 48 | | | |
| 11/21/2022 | East | Laurita Gate | 12 | 4 | 2 | 8 | 149 | | 2235 |
| 11/21/2022 | East | | 16 | 6 | 8 | 48 | 152 | | 2280 |
| 11/22/2022 | East | Avon Dr. | 6 | 4 | 3 | 12 | | | 2200 |
| 11/22/2022 | East | Corie Court | 8 | 5 | 8 | 40 | | | |
| 11/22/2022 | East | Edgewood Ave. | 9 | 6 | 8 | 48 | | | |
| 11/22/2022 | East | Hill Dr. | 12 | 4 | 2 | 8 | *** | | 2430 |
| 11/22/2022 | East | Hillcrest Ave | 16 | 6 | 9 | 54 | 162 | | 2430 |
| 11/23/2022 | East | Edgewood Ave. | 8 | 5 | 3 | 15 | | | |
| 11/23/2022 | East | Second Ave. | 9 | 6 | 4 | 24 | the state of the s | | |
| 11/23/2022 | East | Edgewood & Second | 16 | 6 | 4 | 24 | ** * * * * * * * | | |
| 11/23/2022 | East | Wilmont Rd. | | | | 0 | | | • • • • |
| 11/23/2022 | East | Pine Hill Dr. to Ellen | | | | 0 | | | 945 |
| 11/23/2022 | East | Shady Tree Ln. to Berkshire dr. | | | | 0 | 63 | | 945 |
| 11/28/2022 | East | Shady Tree Lane | 5 | 5 | 3 | 15 | | | - 10 |
| 11/28/2022 | East | Birkshire Dr | 9 | 6 | 4 | 24 | | | |
| 11/28/2022 | East | David Ct. | 16 | 6 | 2 | 12 | | | |

| 11/28/2022 | East | Ellen Dr. | 52 | 16 | 7 | 112 | | |
|------------|------|-------------------------------|----|----|---|-----|------|---------------------------------------|
| 11/28/2022 | East | Pine Hill Dr. | 56 | 16 | 7 | 112 | | |
| 11/28/2022 | East | Crystal Brook Rd. | 8 | 5 | 1 | 5 | | 4200 |
| 11/28/2022 | East | Jefferson Landing Rd. to Elle | n | | | 0 | 280 | 4200 |
| 11/29/2022 | East | Jefferson Landing Rd. | 9 | 6 | 1 | 6 | | |
| 11/29/2022 | East | Ellen Ext. | 16 | 6 | 3 | 18 | | |
| 11/29/2022 | East | Deerfield ct. | 5 | 5 | 3 | 15 | | |
| 11/29/2022 | East | Pine Tree ct | 8 | 5 | 3 | 15 | | |
| 11/29/2022 | East | Brewster Dr. | 44 | 16 | 6 | 96 | | |
| 11/29/2022 | East | Chambers ct. | 52 | 16 | 6 | 96 | | |
| 11/29/2022 | East | Scraggy Hill Rd. | | | | | | |
| 11/29/2022 | East | Village Manor ct. | | | | | | |
| 11/29/2022 | East | Thompson Ext. | | | | | 246 | 3690 |
| 11/30/2022 | East | Laurel Dr. | 44 | 16 | 5 | 80 | | |
| 11/30/2022 | East | Birch dr. | 52 | 16 | 4 | 64 | | |
| 11/30/2022 | East | Red Oak Dr. | 16 | 6 | 4 | 24 | | |
| 11/30/2022 | East | Dogwood Rd | 9 | 6 | 1 | 6 | | · · · · · · · · · · · · · · · · · · · |
| 11/30/2022 | East | | 8 | 5 | 2 | 10 | | |
| 11/30/2022 | East | | 12 | 4 | 1 | 4 | 188 | 2820 |
| 12/1/2022 | East | Settlers Path | 52 | 16 | 7 | 112 | | |
| 12/1/2022 | East | Mayflower Dr. | 56 | 16 | 6 | 96 | | |
| 12/1/2022 | East | Meroke Trail | 9 | 6 | 5 | 30 | | |
| 12/1/2022 | East | Puritan Path | 16 | 6 | 3 | 18 | | 3900 |
| 12/1/2022 | East | Pilgrim Dr. | 4 | 4 | 1 | 4 | 260 | 3900 |
| 12/2/2022 | East | East Gate | 44 | 16 | 7 | 112 | | |
| 12/2/2022 | East | Sounview Dr. | 56 | 16 | 7 | 112 | | |
| 12/2/2022 | East | Harbor Hill Dr. | 9 | 6 | 5 | 30 | | |
| 12/2/2022 | East | | 8 | 5 | 5 | 25 | | |
| 12/2/2022 | East | | 16 | 6 | 6 | 36 | 315 | 4725 |
| 12/5/2022 | East | Landing Ln | | 16 | 8 | 128 | ···· | |
| 12/5/2022 | East | Cove Lane | | 16 | 8 | 128 | | |

| 12/5/2022 | East | Sands Lane | 16 | 6 | 5 | 30 | | |
|------------|------|---------------------|----|----|---------------|-----|---|--|
| 12/5/2022 | East | Chips ct. | 9 | 6 | | 30 | | |
| 12/5/2022 | East | | 8 | 5 | 4 | 20 | 336 | 5040 |
| 12/6/2022 | East | Sands Lane | | 16 | 5 | 80 | | 2040 |
| 12/6/2022 | East | Old Homestead Rd | | 16 | 6 | 96 | | |
| 12/6/2022 | East | Frances Ln | 16 | 6 | 4 | 24 | | |
| 12/6/2022 | East | Fairway Dr. | 9 | 6 | 4 | 24 | *** | |
| 12/6/2022 | East | Davids Way | 8 | 5 | 4 | 20 | | |
| 12/6/2022 | East | Stephens Path | 12 | 4 | 2 | 8 | | |
| 12/6/2022 | East | Stewart Court | | | | . 0 | 252 | 3780 |
| 12/7/2022 | East | Winston Dr | 16 | 6 | 4 | 24 | | 5760 |
| 12/7/2022 | East | Doyle Ct. | 9 | 6 | 3 | 18 | | |
| 12/7/2022 | East | Rosita Ln. | 8 | 5 | 3 | 15 | | |
| 12/7/2022 | East | Waterview Dr. | 12 | 4 | 3 | 12 | | |
| 12/7/2022 | East | Dock ct. | 6 | 4 | . | 8 | | |
| 12/7/2022 | Bast | Stem Dr | 4 | 4 | 1 | 4 | 81 | 1215 |
| 12/8/2022 | East | Winston Dr | 44 | 16 | 5 | 80 | | 1213 |
| 12/8/2022 | East | Ronald Ct | 52 | 16 | 5 | 80 | | |
| 12/8/2022 | East | Oakwood Rd. | 9 | 6 | 3 | 18 | * * · · · · · · · · · · · · · · · · · · | |
| 12/8/2022 | East | Upper East Broadway | 8 | 5 | 2 | 10 | | |
| 12/8/2022 | East | Village Woods Rd | | | F | 0 | * * * | |
| 12/8/2022 | East | Roe Ln. | | | ** | 0 | | 2820 |
| 12/9/2022 | mid | | 44 | 16 | 4 | 64 | | 2020 |
| 12/9/2022 | mid | | 52 | 16 | 4 | 64 | *** ** ** ** ** ** ** ** ** ** | |
| 12/9/2022 | mid | | 16 | 6 | 3 | 18 | | |
| 12/9/2022 | mid | | 12 | 4 | 1 | 4 | 150 | 2250 |
| 12/10/2022 | mid | | 52 | 16 | 7 | 112 | 100 | |
| 12/10/2022 | mid | | 44 | 16 | 7 | 112 | | ** * * * * * * * * * * * * * * * * * * |
| 12/10/2022 | mid | | 16 | 6 | 4 | 24 | | |
| 12/10/2022 | mid | | 9 | 6 | 1 | 6 | 254 | 3810 |
| 12/13/2022 | west | Lincoln Ave. | | 16 | 6 | 96 | LUT | 2010 |

| 12/13/2022 | west | Jefferson Ave. | | 16 | 7 | 112 | | |
|------------|------|-------------------------|----|----|---|-----|-----|------|
| 12/13/2022 | west | Washington Ave. | 16 | 6 | 5 | 30 | | |
| 12/13/2022 | west | Old Post West | 9 | 6 | 3 | 18 | | |
| 12/13/2022 | west | | 8 | 5 | 3 | 15 | 271 | 4065 |
| 12/14/2022 | west | Old Post West | 55 | 16 | 9 | 144 | | |
| 12/14/2022 | west | California Ave. | 56 | 16 | 9 | 144 | | |
| 12/14/2022 | west | Hawthom St. | 16 | 6 | 5 | 30 | | |
| 12/14/2022 | west | Owasco Dr. | 8 | 5 | 4 | 20 | | |
| 12/14/2022 | west | Brook Rd. | P4 | 4 | 2 | 8 | | |
| 12/14/2022 | west | Whittier P1. | | | | | | |
| 12/14/2022 | west | Lowell | | | | | | |
| 12/14/2022 | west | Emerson | | | | | 346 | 5190 |
| 12/15/2022 | west | Owasco Dr. | 55 | 16 | 5 | 80 | | |
| 12/15/2022 | west | Michigan | 56 | 16 | 5 | 80 | | |
| 12/15/2022 | west | Red Barn | p4 | 4 | 3 | 12 | | |
| 12/15/2022 | west | Hoyt | 8 | 5 | 1 | 5 | 177 | 2655 |
| 12/19/2022 | west | Long Acre / Bayview | 52 | 16 | 6 | 96 | ,, | |
| 12/19/2022 | west | Jayne Ave / Beach | 44 | 16 | 6 | 96 | | |
| 12/19/2022 | west | Arlington / Lower Brook | 9 | 6 | 3 | 18 | 194 | 2910 |
| 12/19/2022 | west | Upper shell / W Brdwy | | | | | | |
| 12/19/2022 | west | Sheldrake | | | | | 210 | 3150 |
| 12/20/2022 | | | 44 | 16 | 7 | 112 | | |
| 12/20/2022 | | | 52 | 16 | 7 | 112 | | |
| 12/20/2022 | | | P4 | 4 | 7 | 28 | | |
| 12/20/2022 | | | 16 | 6 | 2 | 12 | 264 | 3960 |

| | 2021 Yards | 2021 Cost | 2022 Yards | 2022 Cost | 2023 Yards | 2023 Cost |
|-----|------------|---------------|------------|-----------|------------|------------------------|
| 1 | 52 | 7 80 | 149 | 2235 | 182 | \$ 2,730.00 |
| 2 | 100 | 1 <i>5</i> 00 | 162 | 2430 | 149 | \$ 2,235.00 |
| 3 | 47 | 7 05 | 63 | 945 | 101 | \$ 1,515.00 |
| 4 | 122 | 1830 | 280 | 4200 | 234 | \$ 3,510.00 |
| 5 | 104 | 1560 | 246 | 3690 | 264 | \$ 3,960.00 |
| 6 | 95 | 1425 | 188 | 2820 | 273 | \$ 4,095.00 |
| 7 | 83 | 1245 | 260 | 3900 | 369 | \$ 5,535.00 |
| 8 | 76 | 1140 | 315 | 4725 | 360 | \$ <i>5,</i> 400.00 |
| 9 | 169 | 2535 | 336 | 5040 | 364 | \$ 5,460.00 |
| 10 | 225 | 3375 | 252 | 3780 | 230 | \$ 3,450.00 |
| 11 | 252 | 3780 | 81 | 1215 | 252 | \$ 3,780.00 |
| 12 | 280 | 4200 | 188 | 2820 | 308 | \$ 4,620.00 |
| 13 | 247 | 3705 | 150 | 2250 | 221 | \$ 3,315.00 |
| 14 | 178 | 2670 | 254 | 3810 | 73 | \$ 1,095.00 |
| 15 | 226 | 3390 | 271 | 4065 | 184 | \$ 2,760.00 |
| 16 | 212 | 3180 | 346 | 5190 | 416 | \$ 6,240.00 |
| 17 | 169 | 2535 | 177 | 2655 | 388 | \$ 5,820.00 |
| 18 | 200 | 3000 | 210 | 3150 | 374 | \$ 5,610.00 |
| 19 | 298 | 4470 | 264 | 3960 | 245 | \$ 3,675.00 |
| 20 | 318 | 4770 | | | 192 | \$ 2,880.00 |
| 21 | 240 | 3600 | | | 53 | \$ 795.00 |
| 22 | 250 | 3 75 0 | | | 31 | \$ 465.00 |
| 23 | 176 | 2640 | | | | |
| 24 | 147 | 2205 | | | | |
| Tot | 4266 \$ | 63,990.00 | 4192 | 62880 | 5263 | \$ 78,945.00 |

spirillo@portjeff.com

From:

Sent:

Dave Melious <dmelious@portjeff.com>
Wednesday, January 3, 2024 2:10 PM

To:

Subject:

Sylvia Pirillo; Bob Juliano Re: 2024 Board Meeting Schedule

Good morning and Happy New Year!

Parks Department end of the year recap:

Starting the last week of October we start to check all of our Christmas decorations by plugging them in to make sure they work.

1st week of November we start hanging the decorations that take us to after the Dickens Festival.

After all decorating has been completing we start our fall clean ups leaf cleanups at all of our areas of maintenance include --

Rocket ship park inside and out
Texaco park
tennis courts
basketball courts
village hall
Barnum ave. parking lot garden beds- cut down grasses, pick up leaves.
beach street park (community garden)
East main St. pass way
Arden place stairway
Bakers alley stairway
Explorium building
Harbor front park
East and West beach.

Also I worked with Steve Gallagher to lend him 2 of my guys, Phil Giannetto and Jack Wrage to help with the leaf program.

Starting today 1/3/24 we are starting to take down Christmas decorations.

I'm also working on getting quotes for netting for the outfield fence for Joe Erland field, there has been a safety concern regarding home run balls landing on the front lawn and even cars passing by. One quote came in at 1,458.60, I'm still waiting for the other 2.

And lastly Jack Wrage has resigned from the village of port Jefferson parks department laborer, last day was 12/29/23. Jack will be truly missed here as he was a great asset to this department, I wish him the best!!



Incorporated Village of Port Jefferson

Recreation Department

101-A East Broadway Port Jefferson, NY 11777 (631) 802-2160

To:

Mayor & Board of Trustees

From: Renee Lemmerman, Director of Recreation & Village Center Manager

Date: January 3, 2024

Re:

Village Center Report & Recreation Department Report

Village Center REPORT

- ➤ In 2023-99,674 people entered the Village Center. In 2022-90,855 people entered the
- > 16,370 people entered the village center in the month of December.
- > Ice skating started November 24, 2023. As of January 1, 2024-#7,798 skaters. Total revenue \$181,000. VC revenue \$49,775.
- > Work with Tommy Jr. (RINX) for renewal and new ads. Contacted all existing companies regarding ad renewals. Also coordinate the opening/closing dates of the ice-skating rink. We also coordinate the breakdown of ice rink and the installing of the sport court.
- > Expanded our social media platform with our own INSTAGRAM account-PORTJEFFERSONRECREATION. Coordinate morning content meetings.
- Organize/write custodian daily cleaning schedule for the village center, room setup/breakdown schedule, repair needs and materials, carpet cleaning schedule, painting schedule.
- > Organized/purchased items for Resident Night (December) over 400 resident enjoyed free ice skating (DJ, Hot chocolate & cookies, Santa).
- > Prepared for Festival of Trees Event (month of December) starting November 1st. This took 3 staff members to remove 32 trees from storage at PJCC back to VC-3 trips. VC staff assembled all 32 trees and placed on stands. VC staff tested all lights on the 32 trees and cut out lights that didn't work & supplied power strips and extension cords. All living room furniture was removed & placed in storage.
- > Festival of Trees Event (January 3,4) 2 staff breaking down each Christmas tree and boxing/taping for storage. 3 staff to load truck and deliver Christmas trees back into storage at PJCC.
- > January 5th preparing Village Center for Indoor Farmers Market starting January 7th.
- > 301 seniors (ages 55 & over) participate in our Senior Club programs in 2023 (Watercolor Class, Gentle Chair Exercises, Book Club, Here & Now Café, Pencil Drawing Class, Stretch & Walking Program. PJV provides free transportation for Village residents only.

- Implemented new Senior Club holiday gatherings events (Friendship Party, Holiday Party, Valentine Party) allowing our seniors to gather with friends and socialize while sharing their favorite dishes. To date over 80 seniors participating.
- Organized and expanded the Senior Club dates/programs to now run 6-month schedule.
- > Hired a new weekend night manager (Saturday nights) for the Village Center.
- Organized the Winter Farmers Market application and vendors- (January 7-April 28). Currently we have 21 vendors. Communicate with vendors for missing fee's, insurance certificates.
- Organized meeting with Mayor & Village Clerk with Melissa-Farmers Market Director.
- Worked with Len from LISEC and RINX to coordinate ice skating and building of boat inside VC for 60th Anniversary event.
- ➢ Organized Winter tide Concert schedule for 2024 with Port Jefferson Arts Council (2/2 Cat Jones, 2/9-bennett Harris, 2/16 Hiroya Tsukamoto, 2/23 Kray Van Kirk, 3/1-Ruppert Wates, 3/8-Andie Juliette, 3/15-Princess Peapod, 3/22-Beaucoup Blue. All concerts will take place on Friday nights from 7-8pm in Sail Loft Room. Limited seating, no tickets required, \$5 donation at the door.
- Working with Ultra Tec Heating & AC, Inc. regarding the leaks on the 1st floor, 2nd floor, 3rd floor-heating/AC units.
- Expanded a new art gallery on the 3rd floor. Installed additional hardware.
- ➤ Village Center Room Rentals from July -December 31, 2023. Sail Loft Room had 91 rentals, Harbor Cove Room had 130 rentals, Wayfarer 1st floor had 120 events, Skip Jack Room had 315 rentals, please note that the month of September we have the Village Regatta, Dragon Boat Race, Hill Climb Event and Mustang Show which limits our village center bookings.
- > Chandlery House- worked with SCWA to get water turned back on and AFA to inspect fire alarms. Set schedule for custodian to empty humidifier in Chandlery basement every month.
- > Work with Angeline, Explorium to schedule school workshops at the Village Center.
- Manage Jani King weekend commercial cleaning contract & staff person. Write detailed cleaning lists for weekend custodian for the village Center room set-up and cleaning schedule.
- Invoiced LIFFES for Before Care/After Care youth program for December room rental (Skip Jack Room & Harbor Cove Room) for Monday-Friday.
- > Invoiced OLLI (from Stony brook University) for all fall programs at the Village Center.
- Organized 2024 banner schedule for not-for-profits in PJV & coordinate schedule with Parks Department.

RECREATION REPORT

- Organized and developed with Director of Tennis all youth and adult tennis & pickleball programs. Monitor participation interest/activity and make monthly changes.
- Organize & manage facility requests to Port Jefferson School District for all after school pickleball, tennis, basketball programs for the winter season.
- > To date 409 adults participated in our summer & fall recreation PICKLEBALL programs.
- > To date 315 children & adults participated in our summer & fall tennis programs. All spring & summer 2024 are organized and available to register online.
- > 216 people participated in our summer and fall adult softball leagues at Joe Erland Field.
- > Sharon Philbrick, new village center recreation staff member. Implemented new FREE RESIDENT programs (Avalon Walks, Senior Stretch, Senior Fitness, Dance, Sing Giggle, Walk & Workout Classes & Walking Club, stroller fitness) to date 164 people participated.
- ➤ Working with Sharon Philbrick in recreation to expand our programs with certifications in Yoga and instructor certification for First Aid/CPR/AED. This will allow Sharon to teach these programs in the Village.
- > 2023 Summer Camp expanded to the end of August with 169 children participating. Revenue \$172,576.
- > Organized 2024 summer camp brochure (activities, field trips, specialty instructors, nurse
- ➤ Interviewed and hired summer camp director (NYS Certified School Teacher with 22 years' experience) for the 2024 camp.
- > Organized with Fran-graphic artist 2024 HIRING Flyer for lifeguards, senior lifeguards, assistant tennis professional, camp counselors.
- > Implemented new adult Tai Chi class, New to Bridge class, Bridge Playing class.
- ➤ Working with Jim Faith Presents regarding 2024 Concerts dates (July 11,18,25 August 8, Ferry Dock Concert Aug. 22 with rain date August 29th), children shows (July 18, 25) and dates for Harbor Front Park.
- Working with Swank Movies for Movies on the Harbor 2024 schedule (movie dates July 9,16, August 6, 13).
- > As of December 2023- #161, youth participated in our youth basketball programs at Kip Lee Park & spring street gym. Email final roster to instructor for January programs. Process instructor payment with program provider cover sheet, final attendance sheet & program flyer.
- Organize/schedule art instructor for all fall/spring art class- 54 participating. Provided Frangraphic designer all the information to design the program flyer.
- > Working with Village Clerk & Trustee Loucks regarding Port Jefferson Rowing Contract.
- ➤ Met with Parks & Recreation Committee Jan. 3rd regarding 2024 recreation calendar.
- Work with Social Butterfly regarding updates on village website-recreation information.

PJCC Year End Update

The golf season has culminated in a triumphant conclusion, accommodating an impressive total of 34,028 rounds of play. This number remarkably overshadows the original capacity of the course, which was designed to host between 20,000 and 22,000 rounds annually.

We are currently undertaking the task of reviewing and reissuing the Request for Proposal (RFP) for bunker renovations. The necessity of this capital project has been emphatically expressed by our membership collective, who have been advocating for this project's completion over the past three years. It is noteworthy to mention that bunkers typically have a lifespan of 5 to 10 years. However, the bunkers at PJCC have been operating for over 18 years without any renovation. Given the high activity levels on our course, this refurbishment is essential to enhance drainage, improve playability, and reduce labor. This work is scheduled for our offseason due to the high volume of play which makes it impossible to undertake during the open season.

In membership matters, we have initiated our automatic renewal for the 2024 season. To date, we have noted 54 resignations as we proceed with the renewal process for PJCC memberships. During the last season, we experienced 134 resignations and welcomed 135 new members.

We are also venturing into our off-season work schedule, which encompasses tree upkeep, extending the first tee, reconfiguring the practice green, and eliminating moguls on the 9th green that deviate from the original 1908 design. Additionally, we are in the process of restoring the natural runoff area around the green.

Our maintenance strategy incorporates shock waving the fairways and tees, deep tine aeration of all our greens, and subsequently applying a robust topdressing to all these areas.

We are progressing with the removal of extraneous cart paths and asphalt, and concurrently preparing an RFP for the renovation of the remaining cart paths and curbing around tees and greens. It is pertinent to note that cart paths generally have a lifespan of about 10 years, but due to the high usage at PJCC, this timeline is significantly shortened. The last restoration of the cart paths occurred over 30 years ago.

We have scheduled the completion of a comprehensive inventory of both equipment and soft goods by January 5, 2024.

Concluding with administrative news, the first Board of Governors (BOG) meeting of the year convened on January 3, 2024.

Work Session Report to the Board of Trustees

Department of Building and Planning/Environmental Services

To: Trustee/Liaison Drew Biondo

Date: 12/20/23

• Capital:

- Planning Unit furniture: Received bid from WB Mason. Second vendor measured but did not submit bid... Furniture ordered; WB Mason indicates 2/12/24/delivery. Install appointment pending.
- o EOC
 - Roof leak water leaking into electrical junction box(s). Hazardous life/safety issue. Power to EOC cut off (during rain event 12/28/23) staff temporarily relocated to Village Hall. The source needs repair (may not be roof) ... interior ceiling tiles need replacement.
 - IT- EOC workstations not in place, wiring for stations needs completion.
 - EOC construction grant closure ... pending.
 - Space management discussions ongoing with Steve/DPW need to meet w/EOC Committee.

Operating Programs:

- Conifer II Public Hearing 1/11/24 Staff meeting with project sponsors 01/03/24 to review submissions and response to staff comments. Project sponsors/land owner addressed blighted nature of subject property.
- Planning Unit
 - Now open Wednesday 5 days: 9:00 AM- 4:30 PM
 - Objective Enforcement (OE) -Building Inspectors beginning OE sweep
 January; In December took in 18 new applications; 6 permits issued; 6
 certificates issued, 14 complaints received.
 - Building Inspector/Investigator Unit amortization of backlog of open files (close 1,000 open files)
 - Village Attorney coordination six items
 - Interactive land-use map program with Suffolk County Planning pending kick off mtng. Contact William O'Brien, SCDEDP.
 - USACOE Letter of Coordination- Port Jefferson Yacht Club- issued.
 - Pre-Application 105 Arden (Gap) Planning unit staff met with architect representing project sponsor...

- Long Term Rental Code reviewing prior work, working group meeting target 1/23/24
- Fee schedule (update); in process
- Codification of Pre-Application; in process
- Fire Marshal Unit
 - objective enforcement last two months 33 NOV's issued related to Apartment & Operating Licenses. 10 remain open at this time.
 - Apartment License renewals 26; Operating License renewals 13;
 Business Registration renewals 6.

o Parking Committee

- Met with Parking Committee 12/14/24 (Chair James L.) Broad range of discussion topics. Chair selected, goals established. Resolved to concentrate on C-1 Downtown first... (see schematic below) Next Meeting 1/11/24 Presentation, Andrew Sherstad/TEZ Tech.
- Parking Administration: 1048 village parking stalls; 300 Town lot stalls; 150,837 transactions/\$514,831 dollar value; see list of accomplishments for the Port Jeff Parking 2017 to 2013

Environmental Services

- USGS Compound Flood Assessment Phase II- met w/Trustee K. orientation on project - kick off meeting w/USGS pending.
- NYSDOS Climate Resiliency Plan C1001664 met w/Trustee K. & consultants awaiting comments from DOS on draft Plan
- NYSERTA Clean Energy Communities Creek Daylighting (in Bid process/PW Grosser)
- NYS DEC MS4 program (Brian McCaffrey) meeting w/Brian pending



INCORPORATED VILLAGE OF PORT JEFFERSON Building & Planning Department 88 North Country Road, Port Jefferson, NY 11777 Ph (631) 473-4744 Fax (631) 473-2049 Fax (631) 473-2049 www.portjeff.com

December 22, 2023

Mr. Bart Demartino, Project Manager, Eastern Section

Department of the Army UlS Army Corps of Engineers, New York District Jacob K, Javits Federal Building 26 Federal Plaza New York New York 1027-0090

Subject: Letter of Coordination for Department of the Army Permit Application Number NAN-202300744-EDE

Applicant: Port Jefferson Yacht Club Attn: Allan Wl Johnson 1 Surf Way Port Jefferson, New York 11777

Activity: Install new floating fingers to an existing 8-foot-wide by 200-foot-long main floating pier. Location: 1 Surf Way, Inc. Village of Port Jefferson, Suffolk County, New York.

Via email, hard copy sent regular mail

Dear Mr. Demartino,

Thank you for your Letter of Coordination for the above referenced activity. Please be advised that this office has reviewed the application material sent and does not have an objection to the proposed

Please note the following comments and provide the same to the applicant:

-The subject action is situated on Town of Brookhaven owned land within the Inc. Village of Port Jefferson. The Town of Brookhaven should be coordinated with if not already. There should also be notice of when the construction would start, if it's during peak season, notification to residents would be required.

-Landward access to the subject action is through Inc. Village of Port Jefferson parkland (Harborfront Park). Any material delivery to the subject site that is not waterborne should be coordinated with the Inc. Village of Port Jefferson Department of Parks and the Village Department of Public Works

-It is not indicated if or where the staging of any material will be located. Any upland storage or staging of material should be reviewed with the Inc. Village of Port Jefferson Department of Parks and the Village Department of Public Works.

-Looking at the Inc. Village of Port Jefferson Code, it looks like the proposed work would be within the Coastal Brosion Hazard Area (<u>See here</u>) which would be a permit issued by the Inc. Village of Port Jefferson. The applicant should be made aware of such requirements.

-In conjunction with CEHA permit an Inc. Village of Port Jefferson building permit may be required. The applicant should request a letter of Non-Jurisdiction from the Village Department of Building and Planning.

-There is some concern the proposed activity would be all on Town of Brookhaven land and an intensification of the use might change the lease agreement. <u>See here</u> for Town of Brookhavens mitigation fee changes.

-Based on the plans submitted to the USACE, it looks like the requested action will result in going from 12 boats to possibly 24 boats. The exact amount the applicant plans to be able to dock should be noted.

-When work commences a list of offices to be notified along with this Village, such as any Harbor Patrol or Harbor master, Bridgeport Port Jefferson Ferry Company, etc. should be circulated to all involved parties.

Thank you for the opportunity to comment on this activity. Should you have any questions or comments please do not hesitate to contact the undersigned. Sincerely,

Andrew P. Freleng, Director Inc. Village of Port Jofferson Department of Building and Planning 88 North Country Road Port Jofferson, NY 11777 631 473 4744

Alan Johnson, Port Jefferson Yacht Club
Lauren Sheprow, Mayor
Sylvia Prillo, Village Clerk
Steve Gallagher Superintendent, Department of Public Work
David Melious, Department of Parks
Deirdre Ryan, Sr. Planner
James Tullo, Commissioner of Planning, Town of Brookhaven
Donald Hohn, Director of Planning, Town of Brookhaven

Page 2 of 2

Applications

<u>@</u>

Village of Port Jefferson M5 Application Summary. From 11/01/2023 to 12/29/2023

| Application for Denial | 2 \$1,375,00 | |
|--|--------------|--|
| Area Variance, Residential | 2 \$0,00 | A CONTRACTOR OF THE PROPERTY O |
| Building Permit - Commercial Addition of Alteration | 1 \$350.00 | \$0.00 |
| Building Permit - Residential Addition or Alberation | 2 \$1,400,00 | \$38,500.00 |
| Building Permit - Retaining Wall | 5 \$200,00 | \$69,550,00 |
| Conditional Use | 2 \$1,450.00 | \$75,000.00 |
| Fire Alarm and Sprinkier Permit | 1 \$750.00 | \$0.00 |
| Mechanical Permit | 2 \$1,450.00 | \$256,000,00 |
| Presubmission Application | 1 \$75.00 | \$0.00 |
| Tree Clearing and Grading | 1 \$0.00 | \$0.00 |
| | 2 \$350.00 | Ş |

M5 Application Summary From 11/01/2023 To 12/29/2023

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| e e e e e e e e e e e e e e e e e e e | Building | Fire Marshal | Wechanical | riansing | Zoning | THE REPORT OF THE PERSON NAMED IN |

BUS REG New+Renew

M5 New and Renoval Registrations Report From 11/01/2023 to 01/02/2024 Village of Port Jefferson

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MS New and Renewal Registrations Report From 11/29/2023 To 12/29/2023

Apartment Lienze

NS Application Summary From 11/01/2023 To 12/29/2023

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New Permits

Village of Port Jefferson M5:New Perint Report. From 11/29/2023 To 12/29/2023 00'0 00'0 000g

 Building Permit - Commercial Addition or Alteration
 Count by Type

 Building Permit - Commercial Addition or Alteration
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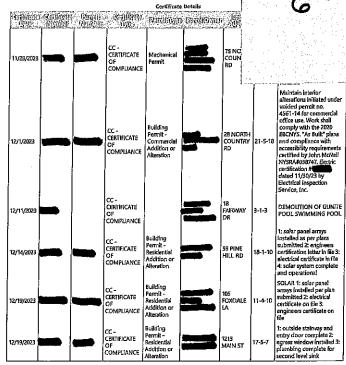
 Time Clearing and Grading
 2 \$10000

M5 New Permit Report From 11/29/2023 To 12/29/2023

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| Count By Type Group | Constitution (Section) | | _ | | _ | |
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| | Third feeling | Building | Mechanical | Sign | Tree | 100 |

MS Cértificate Report)
From 11/29/2023 To 12/29/2023

Certificates G



M5 Certificate Report From 11/29/2023 To 12/29/2023

Count by Type

CC - CERTIFICATE OF COMPLIANCE 6

[EDS:

Village of Port Jefferson

M5 Complaint Report
From 11/23/2023 To 12/23/2023

Additional Whole Report
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NS New and Renewal Repistrations Report From 11/01/2023 To 01/02/2024 Village of Port Jefferson

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|--|--|----------------------------------|---|---------------------------------|---|--|---|
| | Occupant /Tenant | Occupant /Tenant | Business Owner | | Property Owner | Property Owner | |
| Control of the factor of the f | Operating | Operating License | Operating Ucense | Operating License | Operating License | Operating License | Operating License |
| | New Registration 11/3/2023 | New Registration 11/3/2023 | New Registration 11/3/2023 | New 11/16/2023 Registration | New Registration 11/21/2023 | New Registration 11/27/2023 | New Registration 12/15/2023 |

Village of Port Jefferson

MS New and Renswal Registrations Report From 11/01/2023 To 01/02/2024

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|---------------------|------------|----------------------|---|----------------------|-------|----------------------|----------|--------------------------------|--------------|------|
| New Registration | 12/15/2023 | Operating License | | Owner | L | PO BOX S43 | <u> </u> | PORT JEFFERSON, NY 11777 | PENDING | |
| New Registration | 12/15/2023 | Operating License | 1 | Occupant / Tenant | | 44 FAIRWAY DRIVE | 122 | PORT JEFERSON, NY 11777 | PENDING | |
| New Registration | 12/15/2023 | Operating License | 1 | | | 44 FAIRWAY DRIVE | <u> </u> | PORT JEFFERSON, NY 11777 | PENDING | |
| New Registration | 12/15/2023 | Operating License | 1 | Occupant / Tenant | | 25 E. BROADWAY | #. 4.Z | PORT JEFFERSON, NY 11777 | PENDING | |
| New Registration | 12/27/2023 | Operating License | | Owner | 1 | 109 MAIN ST | 422 | PORT JEFFERSON, NY 11777 | PENDING 2024 | 2024 |
| New Registration | 12/27/2023 | Operating License | 1 | Business Ovmer | | 28 OAKLAND AVE | 6.42 | PORT JEFFERSON, NY 11777 | PENDING 2024 | *202 |

APT LIC Renewats

M5 New and Renewal Registrations Report-From 11/29/2023 To 12/29/2023 Village of Port Jefferson

New Registration 12/21/2023 Apartment:

New 12/21/2023 Apartment Registration

New Registration 12/21/2023

New Registration 12/21/2023

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PENDANG 2024 PENDING 2023 ST JAMES, NV 11780 SOUND BEACH, NY 11789 SMITHTOWIN, NY 11787 yosset, NY 11791 yosset, NY 11791 ST JAMES, NY 11780 SYGSSET, NY 11791 SYOSSET, NY 11791 1592 LAUREL HOLLOW RD

New Registration 12/21/2023

Village of Port Jefferson M5 New and Renewal Registrations Report From 11/29/2023 to 12/23/2023

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| | | | | (631)250-0056 PENDING | | 631-628-1944 PENDING |
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| | Owner | Owner | Owner | Property Owner | Owner | Dwner |
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| | New Registration | New Registration 12/8/2023 | Vew Registration | New Registration | Registration | New Registration 12/21/2023 |

Village of Port Jefferson MS New and Reneval Registrations Report From 17,29,2023 To 12,29,2023

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|------------|--|----------------------------------|--------------------------------|--------------------------|--|-------------------------------------|------------------------------|-------------------------|----------------------------|--------------------------------|
| A Aleks | HARBOR BEACH ROAD, MILLER PLACE, NY 17564MR. ZINNAS PHONE #631-928-1944 | AND CELL 631-241-0012 2024 | İ | 5053 | 2023 | 505 * | 2024 | 2054 | 5203 | 5023 |
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| 发生是 | | MILLER PLACE, NY | MELVILLE, NY | MELVILLE, NY 11747 | MELVILLE, NY 11747 | MELVILLE NY 11747 | MELVILLE, NY 17267 | MELVILLE, NY 11747 | EAST SETAUKET, NY 11733 | DEER PARK, NY 11729 |
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| | | Owner | Owner | Омпег | Owner | Owner. | Омпег | Owner | Oviner | Dwner |
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Village of Port Jefferson
M5 New and Renewal Registrations Report
From 11/29/2023

| | 2024 LICENSE | 2023 | |
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| | Оживг | Property Owner | |
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| | | | |

DRAFT

Building Department Advisory Letter - Compliance

To: Property Owner/Business Owner

Please be advised that the Inc. Village of Port Jefferson Department of Building and Planning will be undertaking an earnest endeavor to bring all "buildings" within all zoning districts into objective compliance with the Building and Zoning Laws of the Inc. Village of Port Jefferson.

As a valued stakeholder in the Village of Port Jefferson community, your input into this process is extremely valuable in assisting this administration evaluate the current zoning and building laws of the Village. It is also the intent of this initiative to precipitate code amendments that result in laws that improve the health, safety and welfare of the Port Jefferson community.

We are asking you to be a responsible participant in the success of the Village of Port Jefferson and lead by example, demonstrating voluntarily compliance with this initiative. If you are aware of an aspect of your property or operation that is not in accordance with the Village Code, please correct the situation and/or submit a permit application. The staff of the Building and Planning Department are available for a pre-application conference in case you have a question regarding your situation. The pre-application can be the first step that begins the process of Compliance.

This communication is the first in a series of actions that the Department will take toward bringing all structures and operations into compliance with the Viliage Code. Building Inspectors and Fire Marshals will be out on the street, in their usual fashion, to provide warnings of potential violations and seek voluntary compliance or assist with questions.

The Code of the Inc. Village of Port Jefferson can be found at the following link:

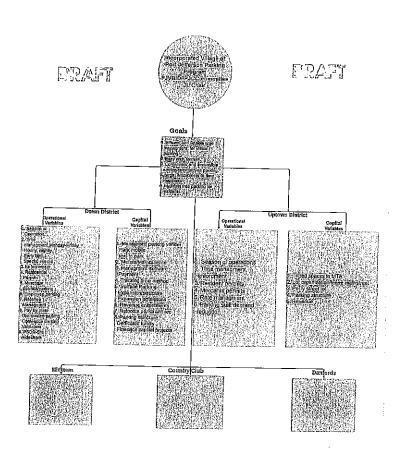
https://ecode360.com/PO0346

Regarding your specific property/premises, the following is on record as open items in the file at the Department of Building and Pjanning.

Should you have any questions or concerns regarding this communication please do not hesitate to contact the undersigned.

Sincerely,

Andrew P. Freieng, Director Department of Building and Planning



Schematic representation of variables under delibertation by the PJ and Parking Committee

TREASURER REPORT

JAN 10, 20234 (FUE)

RESOLUTIONS TO BE REQUESTED:

Resolution authorizing Treasurer Gaffga to create new Budget Lines for Fiscal Year 2024 as follows: Expense Line Item A.7140.435 (Farmers Market Expenses), Revenue Line Item A.1980.000 (Farmers Market Fees), Expense Line Item A.7145.405 (Village Bus Trips Operating Expenses), Revenue Line Item A.2087.000 (Village Bus Trip Collection Fees), Expense Line Items A.7450.400 (Museum Docent Expenses), A.7450.410 (Museum Supplies), A.7450.420 (Museum Operating Expenses).

Resolution authorizing Treasurer Gaffga to perform attached Budget Amendment #12 establishing the budgets for the Village Farmers Market, Village Bus Trips, and Village Museums previously recorded in Village Trust Accounts T.0099.082 (Farmers Market), T.0097.000 (Village Bus Trips), and T.0099.083 (Drowned Meadow) and requesting that Budget Amendment #12 be included in the Formal Meeting Minutes of the January 31, 2024 Regular Meeting of the Board of Trustees.

Resolution authorizing Treasurer Gaffga to perform attached Budget Amendment #11 establishing the Oakwood Recharge Basin Capital Project Budget being funded by FEMA grant funds through Line Item H.3089.000 (Other Gen Governmental Aid) and Line Item H.5031.000 (Interfund Transfer), and having been expensed through Line Item H.8997.600 (Recharge Basin), and requesting that Budget Amendment #11 be included in the Formal Meeting Minutes of the January 31, 2024 Regular Meeting of the Board of Trustees.

Resolution authorizing Treasurer Gaffga to perform the attached proposed Budget Amendment Journal Entry #13 to fund the Annual Compliance Report relating to the East Beach Bluff Project (\$8,300.00) for the NYS DEC and DOS and Monitoring Drone Flight (\$6,500.00) to comply with FEMA regulations, and expensing through line item H.8997.602 (Bluff Project) and to be funded by line item H.5031.000 (Interfund Transfer), and requesting that proposed Budget Amendment Journal Entry Number 13, be included as part of the formal meeting minutes of the January 31, 2024 Regular Meeting of the Board of Trustees.

Resolution scheduling a Public Hearing on the Village of Port Jefferson Tentative Budget at 6:00 p.m. on April 10, 2024 at Village Hall, 121 West Broadway, Port Jefferson NY 11777, and directing Clerk Pirillo to notice the public hearing accordingly.

UPDATES

Trust Budgeted Accounts

 The Trust Budgetary Fund acts as a fiduciary for monies that do not belong to the Village Operating Budget.

- O Examples of this are donations and deposits.
- Why is Budget Amendment 12 necessary?
 - There are a variety of Trust accounts set up that should be part of the operational budget within the General Fund. Three of these accounts are active and need to be moved into General Fund as they do not constitute a Trust accounts.
 - These are the Farmers Market Account, Village Bus Trips, Museum Expenses
 - The Village charges a fee for each vendor to have access to Village property and resources. The Village also pays vendors and utilities/ property maintenance related to the operation of the Farmers Market.
 - Village Bus Trips are essential a Village Center Program. The Village will organize recreation trips to a variety of things. The Village then charges a fee based on the total cost of the program. The goal is to be revenue neutral but that may not <u>always</u> be the case so by its nature it needs to be within the operational fund.
 - The main Village Museum expense is Drowned Meadow Cottage. The Village needs to employ docents, pay for programs, supplies, and utilities for the building. There are maintenance and incidental expenses as well. This by nature should be budgeted within the General Fund.
 - There is typically a grant available through the County to help offset these costs and Village Staff is working on securing this grant for 2024.

Budget

- The Treasurer Office will be sending out requests to Department Heads for the upcoming 2025 Fiscal Year.
 - The expectation is that each department head will make recommendations to the Treasurer for the operating budget. The Treasurer will sit down after inputting all the requests and statutory obligations to fine tune the individual departmental budgets as part of the whole working document.
 - Goals for Fiscal 2025 are to eliminate waste, reduce costs where applicable, minimize tax increases, and maximize available revenue.

Grants/Capital

- NYS- CHIPS
 - We received reimbursement for our Fiscal 2024 projects.
- Harborfront Park
 - Work is complete and as of December 28th 2023 the paperwork is in process to submit for reimbursement from the Town of Brookhaven for their portion of the Grant.
 - O Waiting on Suffolk County for a completed contract for their portion of the Grant.
 - We were told the work could commence and once the Contract is completed on the County's end we should be able to submit for Reimbursement.
- Empire State Development Grant for Station Street Project

- We need more backup paperwork from the contractors to comply with MWBE regulations tied to the Grant. This is in process.
- FEMA- Recharge Basin
 - Recently filed an extension through May 31, 2025 to be able to finish the additional mitigation measures needed for this project.
 - Met with PW Grosser to review next steps and am working closely with the Clerk's Office to ensure that the project is moving forward.
- FEMA- East Beach Bluff
 - O Had a preliminary meeting with FEMA, GEI, and NYS to go over the next steps to comply with all Grant requirements to finish the review stage of the Project so we can move on to the Construction phase of the Upper Wall.
- DASNY- Emergency Command Center
 - Working with DASNY to get the reimbursement process moving since it has stalled at the State level.
- Suffolk County- Jumpstart Mill Creek Restoration
 - O Currently awaiting Suffolk County ok to proceed with the construction bidding process.
- NYS- Climate Resiliency
 - Submitted for first reimbursement request.
 - Contractors are working with State on next steps in the process and making sure we are adhering to Grant guidelines.

Requests for Proposals

- Capital Assets
 - We are going to be publishing our RFP and hope to have Capital Asset inventory completed by end of Fiscal Year or soon thereafter.
- Capital Audit
 - Should begin in earnest during January after contract is signed.
 - This is in process.

Fiscal 2023 Audit

- AUD was filed with the State.
- Still awaiting finalized Audit Report for Cullen and Danowski with Fiscal 2023 Adjustments.
 - o Cannot close out 2023 Fiscal Year until we receive these.

Finance Committee

Hope to have a finalized list for approval for January 31st meeting.

Vehicle Leasing Program

- Have had several meetings with the Enterprise Reps to discuss the current stock of leased vehicles and am coordinating with the Highway Superintendent to determine the next vehicles to change out.

- Are working on a comprehensive strategy to ensure that the Village is receiving the best value possible through this program while also providing the best possible vehicles for use by the various Village departments that require them.
- Facts regarding the Village of Port Jeff Program with Enterprise:
 - The Village currently has 21 Vehicles. 9 of those vehicles are with the Lease Management Program and are currently leased.
 - This comprises 4 Code Vehicles, 4 Highway Vehicles, and 1 Building/ Planning Vehicle.
 - The manufactured year of leased vehicles ranges from 2020-2022.
 - The manufactured year of Village owned vehicles ranges from 2000-2015.
 - The point of the program is to develop equity in the leased vehicles to then drive down future lease payments.
 - \circ The Village is spending approximately \$110,000.00 a year on the program with the 9 leases.
 - This equates to roughly 2-3 new vehicles a year at market value (depending on type of vehicle)
 - As you rotate older vehicles out and lease new vehicles with shorter payoff periods you should be able to minimize cost and have a rotating fleet of younger vehicles.
 - This will drive down gas and maintenance costs with new technology.

December 14, 2023 12:18 PM

There are NO errors in this listing.

Port Jefferson Village Budget Amend Entry Verification Listing

Page No: 1

Batch Id: RCH BASN Posting Date: 12/14/23 Budget Year: 4 Fund: H Reason: Amended Budget * Account Not on File in Budget Year: 4 Expenditure Account Account Description Change Description Amend Budget Chq to Budget Seg Revenue Account Account Description H -8997-0600-0000 RECHARGE BASIN 1,140,674.88 RECHARGE BASIN 1,140,674.88 1 1,138,989.88 RECHARGE BASIN- FEMA 2 0.00 H -0000-3089-0000 OTHER GEN GOVERNMENT AID RECHARGE BASIN- PJ 1,685.00 0.00 3 н -0000-5031-0000 INTERFUND TRANSFERS... Total Amend Budget: 1,140,674.88 Total Change To Budget: 1,140,674.88 Revenue Posting Summary Amend Antic Chg to Antic H -0000-3089-0000 OTHER GEN GOVERNMENT AID RECHARGE BASIN- FEMA 1,138,989.88 1,138,989.88 H -0000-5031-0000 INTERFUND TRANSFERS... RECHARGE BASIN- PJ 1,685.00 1,685.00 Total Amend Anticipated: Total Change To Anticipated: 1,140,674.88 1,140,674.88 G/L Posting Summary G/L Debit: H -0000-0510-0000 ESTIMATED REVENUE 1,140,674.88 G/L Credit: H -0000-0960-0000 APPROPRIATED BUDGET 1,140,674.88 Total Debits: 1,140,674.88 Total Credits: 1,140,674.88 Entries: 3 Total Amend Budget: 1,140,674.88 Total Change To Budget: 1,140,674,88 Total Amend Anticipated: 1,140,674.88 Total Change To Anticipated: 1,140,674.88

January 2, 2024 01:45 PM

There are NO errors in this listing.

Port Jefferson Village Budget Amend Entry Verification Listing

Page No: 1

Batch Id: T TO GEN Posting Date: 01/02/24 Budget Year: 4 Fund: A Reason: Amended Budget * Account Not on File in Budget Year: 4 Account Description Expenditure Account Change Description Amend Budget Chg to Budget Seq Revenue Account Account Description A -7140-0435-0000 FARMERS MARKET EXPENSES 1 EST FARM MARKET EXP 12,000.00 12,000.00 27,000.00 2 EST FARM MARKET REV 0.00 A -0000-1980-0000 FARMERS MARKET FEES 30,000.00 A -7145-0405-0000 VILLAGE BUS TRIP PROGRAM EXPENSES 30,000.00 3 EST V BUS TRIP EXP EST V BUS TRIP REV 25,000.00 0.00 4 A -0000-2087-0000 VILLAGE BUS TRIP FEES A -7450-0400-0000 MUSEUM DOCENT EXPENSES 3,000.00 3,000.00 5 EST MUSEUM EXP A -7450-0410-0000 MUSEUM SUPPLIES 6,000.00 6,000.00 EST MUSEUM EXP 6 A -7450-0420-0000 MUSEUM OPERATING EXPENSES 1,000.00 1,000.00 7 EST MUSEUM EXP Total Amend Budget: 52,000.00 Total Change To Budget: 52,000.00 Revenue Posting Summary Amend Antic Chg to Antic A -0000-1980-0000 27,000.00 FARMERS MARKET FEES EST FARM MARKET REV 27,000.00 A -0000-2087-0000 VILLAGE BUS TRIP FEES 25,000.00 25,000.00 EST V BUS TRIP REV Total Amend Anticipated: 52,000.00 Total Change To Anticipated: 52,000.00 G/L Posting Summary G/L Debit: A -0000-0510-0000 ESTIMATED REVENUE 52,000.00 G/L Credit: A -0000-0960-0000 APPROPRIATED BUDGET 52,000.00 Total Debits: Total Credits: 52,000.00 52,000.00 Entries: 7 Total Amend Budget: 52,000.00 Total Change To Budget: 52,000.00 Total Amend Anticipated: 52,000.00 Total Change To Anticipated: 52,000.00

January 3, 2024 09:27 AM

Port Jefferson Village Budget Amend Entry Verification Listing

Page No: 1

Batch Id: GEI-JAN Posting Date: 01/03/24 Budget Year: 4 Fund: H Reason: Amended Budget * Account Not on File in Budget Year: 4 Expenditure Account Account Description Change Description Amend Budget Chg to Budget Seq Revenue Account Account Description H -8997-0602-0000 BLUFF PROJECT YRLY RPT- DRONE FLT 14,800.00 14,800.00 1 ANNUAL DEC RPT 14,800.00 0.00 2 H -0000-5031-0000 INTERFUND TRANSFERS.. Total Amend Budget: 14,800.00 Total Change To Budget: 14,800.00 Revenue Posting Summary Amend Antic Chg to Antic H -0000-5031-0000 INTERFUND TRANSFERS.. ANNUAL DEC RPT 14,800.00 14,800.00 Total Amend Anticipated: 14,800.00 Total Change To Anticipated: 14,800.00 G/L Posting Summary G/L Debit: н -0000-0510-0000 ESTIMATED REVENUE 14,800.00 G/L Credit: H -0000-0960-0000 APPROPRIATED BUDGET 14,800.00 Total Debits: 14,800.00 Total Credits: 14,800.00 Entries: Total Amend Budget: 14,800.00 Total Change To Budget: 14,800.00 Total Amend Anticipated: 14,800.00 Total Change To Anticipated: 14,800.00 There are NO errors in this listing.

spirillo@portjeff.com

From:

spirillo@portjeff.com

Sent:

Thursday, January 4, 2024 9:44 AM

To:

spirillo@portjeff.com

Subject:

2024 Board Meeting Schedule

Here are my discussion items:

- Beach Street Garden: raised bed 'lottery' open January 15- February 15, visit portieff.com/communitygarden
- Tree Committee: Starting the new year with seven members; discussing short- and long-term goals
- Conifer II Public Hearing at Village Hall on Thursday, Jan 11, 6:00pm

Enthusiastically,

Rebecca Kassay
Port Jefferson Village Deputy Mayor
Port Jefferson Village Trustee
LinkedIn

Facebook

spirillo@portjeff.com

From: Sent:

Mary Pelton <mpelton@portjeff.com> Wednesday, January 3, 2024 3:33 PM

To:

Sylvia Pirillo

Subject:

Fwd: 2024 Board Meeting Schedule

----- Forwarded message -----

From: Bob Juliano < trustee-juliano@portjeff.com>

Date: Wed, Jan 3, 2024 at 10:03 AM

Subject: Re: 2024 Board Meeting Schedule To: Mary Pelton mpelton@portjeff.com

Mary,

Happy New Year!

For my report for the agenda.

Highway Department Update
Parks Department Update
Parks and Recreation Committee Status
Conservancy Status
Next Saturday Sitdown - January 13, 2024 at Village Center 9:30 AM to 11:00 AM

I know Dave has a resignation for the agenda. He will send the information.

Thanks, Bob

Bob Juliano Trustee Village of Port Jefferson 631-473-4724

spirillo@portjeff.com

From:

Stan Loucks <trustee-loucks@portjeff.com>

Sent:

Friday, January 5, 2024 4:17 PM

To:

sylvia Spirillo

Cc:

Mayor Lauren Sheprow

Subject:

Board Discussion

Sylvia.

I have 3-4 items that need to be discussed with the Board.

- 1. Evaluation of the Country Club GM.
- 2. RFP for bunker renovation
- 3. RFP for cart paths.
- 4. Status of the Country Club Fund Balance.

Stan Loucks
Village Trustee
Inc. Village of Port Jefferson
trustee-loucks@portjeff.com