

## CONSULTING AGREEMENT

This agreement made as of \_\_\_\_\_, 2021, by and between the INCORPORATED VILLAGE OF THOMASTON (“Village”), a municipal corporation having its principal place of business at 100 E. Shore Road, Great Neck, New York 11023, and MICHAEL F. MCNERNEY ARCHITECT PLLC (“Consultant”), with offices at 8 Chivalry Lane, Nesconset, New York 11767.

WHEREAS, Consultant is a licensed architect, or has among its employees and other personnel one or more licensed architects, and is prepared and able, and qualified, to perform various consulting services as more particularly described hereinafter, and

WHEREAS, the Village and Consultant wish to enter into an agreement for Consultant’s services with respect to the matters set forth hereinafter, upon the terms and conditions set forth herein, and

### IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Effective upon the date of this agreement, and from and after that effective date, and continuing thereafter until this agreement is terminated, Consultant shall perform consulting services for the Village pursuant to this agreement, upon request, with respect to Village Code building construction and code enforcement matters, pursuant to the terms of this agreement.

2. The Village shall designate Consultant’s principal, Michael F. McNerney, RA as the Village Building Official or other similar title for Code enforcement purposes, and the said designee shall have the authority to take all actions, including without limitation, issuance of permit decisions, violation notices, stop work orders, and appearance tickets on behalf of the Village, as permitted and provided by law.

3. To the extent permitted by law, the services to be performed by Consultant hereunder shall include, without limitation, the following:

(a) review of building permit applications

(b) review of sign permit applications

(c) review of fence permit applications

(d) review of cesspool permit applications

(e) review of building plans for Village Code compliance

(f) processing of applications for proper Village reviewing authorities

(g) approval of plans

(h) periodic inspections of construction

(i) issuance of violations and appearance tickets for Village Code violations

(j) investigate and determine the validity of complaints

(k) receive and consult on questions related to zoning and building code issues

(l) review proposed legislation and report and recommend to the Board of Trustees

(m) attend Board of Trustees meetings as requested

(n) consult with Superintendent of Public Works and other Village officials as may be necessary.

4. In performing the said services, it is agreed and understood that Consultant shall act as an independent contractor, and not as an employee of the

Village. The Village shall not be responsible for employee benefits, such as health insurance, retirement system payments, or Social Security payments, or any other benefits normally afforded to employees of the Village, with respect to Consultant during the term of this contract.

5. Consultant shall work such hours as Consultant may deem appropriate to perform the duties assigned to Consultant by the Village, and shall work generally without supervision or direction by the Village. The Village shall reimburse Consultant for any disbursements actually and reasonably incurred in the performance of Consultant's duties, not including reimbursement for automobile usage or expenses related to automobile usage.

6. For the services to be performed as described herein, the Village shall pay Consultant the sum of \$115.00 per hour, not to exceed twenty hours in any two week period, provided that the Village Mayor may authorize additional hours. Consultant also shall be entitled to additional compensation at the same rate for attendance at meetings of the Board of Appeals, if and as requested by the Chair of the Board of Appeals.

7. Either party may terminate this agreement without cause upon three (3) days' written notice to the other. Either party may terminate this agreement for cause, by written notice effective immediately.

8. Any notice given under or pursuant to this agreement shall be given in writing, by certified mail, return receipt requested, addressed to the intended recipient at the address stated below for such recipient in this agreement, or at such other address for any party as may be designated by notice from that party.

INCORPORATED VILLAGE OF THOMASTON

By: \_\_\_\_\_  
STEVEN WEINBERG, Mayor  
VILLAGE OF THOMASTON  
100 EAST SHORE ROAD  
GREAT NECK, NY 11023

MICHAEL F. MCNERNEY ARCHITECT PLLC

By: \_\_\_\_\_  
MICHAEL F. MCNERNEY, RA  
8 CHIVALRY LANE  
NESCONSET, NY 11767