

CONSULTANT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is entered into as of the ____ day of March 2025, between **Village of Thomaston** with offices at 100 East Shore Road, Great Neck, NY 11023 (“**CLIENT**”) and **LiRo Engineers, Inc.** with offices at 3 Aerial Way, Syosset, New York 11791 (“**CONSULTANT**”). Each of **CLIENT** and **CONSULTANT** may be individually referred to as a “party” and collectively as the “parties”, as the context so requires.

WHEREAS, **CLIENT** desires to engage **CONSULTANT** for the purpose of performing certain professional services (the “**Services**”) in connection with the Municipal Separate Stormwater Sewer Systems (MS4), State Pollutant Discharge Elimination System (SPDES) project (the “**Project**”); and

WHEREAS, **CONSULTANT** represents that it possesses sufficient skills and experience to perform the **Services** in a timely and professional manner.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions herein contained, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 **CONSULTANT** shall perform the **Services** as set forth in Appendix A.
- 1.2 Additional services are those services that are not part of the **Services** contemplated in Appendix A. If **CLIENT** shall request additional services of the **CONSULTANT**, the **CLIENT** shall compensate **CONSULTANT** as set forth in Article 3 below.

ARTICLE 2 - TERM OF CONTRACT

- 2.1 The term of this Agreement shall commence on the date first written above and shall remain in full force and effect until the **Services** are completed, unless sooner terminated. If any **CONSULTANT** **Services** are required past this planned completion date, **CLIENT**, may extend this Agreement for a term agreed to by the parties.

ARTICLE 3 - PAYMENT FOR SERVICES

- 3.1 For performance of the **Services**, **CLIENT** shall compensate **CONSULTANT** in the lump sum amount of **\$11,500.00**.
- 3.2 For Additional **Services** the **CLIENT** shall compensate the **CONSULTANT** in accordance with the rates as set forth in Appendix A.
- 3.3 **CLIENT** shall make payment to the **CONSULTANT** for work performed at the approved billing rates specified in Appendix A. Payments will be made to **CONSULTANT** pursuant to the submission of a payment request by **CONSULTANT**. Such payment request shall be submitted to **CLIENT**, in a form pre-approved by the **CLIENT**, and shall include all necessary backup documentation and approvals. Payments to **CONSULTANT** from **CLIENT** will be made within ten (10) days of **CLIENT**’s receipt of payment request from **CONSULTANT**.
- 3.4 If **CONSULTANT** is required to provide deliverables to **CLIENT** under this Agreement (as set forth in Appendix A), then **CONSULTANT** will only be obligated to provide the deliverables or a portion thereof to **CLIENT** to the extent that **CLIENT** has paid **CONSULTANT** for the deliverables.

ARTICLE 4 – INDEMNIFICATION/LIMITATION OF LIABILITY

- 4.1 **CONSULTANT** assumes exclusive liability for and shall defend, indemnify, and hold the **CLIENT** harmless from and against the payment of: (i) all contributions, taxes or premiums (including interest and penalties thereon) which may be payable under any and all federal, state and local tax withholding laws measured upon the payroll of, or required to be withheld from, **CONSULTANT** or its subconsultants’

employees engaged in the Services; (ii) all sales, use, personal property and other taxes (including interest and penalties thereon) required to be paid or collected by CONSULTANT or its subconsultants in connection with the performance of the Services; and (iii) all pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons engaged in the Services.

- 4.2 In no event shall either party be liable to the other party for any special, indirect, incidental, punitive, exemplary or other consequential damages arising out of this Agreement, including, but not limited to, loss of profits or revenues.

ARTICLE 5 – COPYRIGHTS AND LICENSES

- 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the CONSULTANT and the CONSULTANT’S subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.
- 5.2 The CONSULTANT, and CONSULTANT’S subconsultants to the extent applicable, shall be deemed the author and owner of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights.
- 5.3 Upon CLIENT’S payment to CONSULTANT for the services to prepare a particular Instrument of Service, the CONSULTANT grants to the CLIENT a nonexclusive license to use and reproduce that particular Instrument of Service solely and exclusively for purposes of constructing, using, and maintaining the Project, provided that the CLIENT performs its obligations, including prompt payment of all sums when due, under this Agreement. If the CONSULTANT rightfully terminates this Agreement pursuant to Article 7.2, the license granted in this Article 5.3 shall immediately terminate.
- 5.4 In the event the CLIENT uses the Instruments of Service without CONSULTANT’S express written approval, such use shall be at the CLIENT’S sole risk, and the CLIENT releases the CONSULTANT and the CONSULTANT’S subconsultants from any and all claims, causes of action and liability arising from such uses. CLIENT further agrees to indemnify and hold CONSULTANT harmless, to the fullest extent permitted by law, from all costs and expenses, including the cost of defense, related to any and all claims, causes of action, and liability arising from or in connection with the CLIENT’S use and/or reproduction of the Instruments of Service.
- 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The CLIENT shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT.

ARTICLE 6 - INDEPENDENT CONTRACTOR RELATIONSHIP

- 6.1 It is hereby agreed that CONSULTANT is an independent contractor. CONSULTANT represents and warrants that all taxes and insurance premiums required by this Agreement or by law will be the sole responsibility of CONSULTANT.
- 6.2 CONSULTANT is not, for any purpose, an employee or agent of CLIENT and CONSULTANT shall not make any representation to the contrary, either express or implied. CONSULTANT understands and agrees that as an independent contractor, it does not have any authority to: sign contracts, notes, or obligations, make purchases, or acquire or dispose of any property for or on behalf of CLIENT.
- 6.3 Employees. All employees assigned by CONSULTANT to the Project shall remain employees of CONSULTANT at all times and shall not be deemed to be or designated as employees of CLIENT. CONSULTANT shall pay, or cause to be paid, and CLIENT shall have no liability to pay, the following costs for such employees in connection with the Services provided by CONSULTANT pursuant to this Agreement: social security, income taxes, employee benefits, vacations, holidays, or other employee benefits or taxes incurred by or on behalf of or for the benefit of CONSULTANT or its employees.

CLIENT's sole obligation with respect to reimbursement of costs associated with CONSULTANT'S Services is to pay the fees and any approved expenses for such CONSULTANT employee(s) performing Services under this Agreement.

ARTICLE 7 – TERMINATION

- 7.1 Either Party may terminate this Agreement, upon seven (7) days' written notice for any reason, including for convenience. In the event of such termination, CONSULTANT shall be compensated for all costs and expenses rightfully incurred and compensable pursuant to this Agreement.
- 7.2 CONSULTANT may terminate this Agreement, upon seven (7) days' written notice following a material breach by CLIENT, including but not limited to breach of the provisions in Article 3. In the event of such termination, CONSULTANT shall be compensated for all costs and expenses rightfully incurred and compensable pursuant to this Agreement and shall have no further obligations hereunder.

ARTICLE 8 – NOTICES

- 8.1 All notices, demands, requests, consents, approvals and other communications which may or are required to be given by either party under this Agreement must be in writing and sent by United States registered or certified mail, postage prepaid, return receipt requested or a national overnight carrier, and addressed to the party for whom it is intended at its address set forth in the preamble paragraph of this Agreement.

ARTICLE 9 - GOVERNING LAW

- 9.1 This Agreement shall be governed by the laws of the State of New York. Any action arising out of this Agreement or the Services shall be brought exclusively in the Supreme Court of New York located in Nassau County, or in the United States District Court for the Eastern District located in Central Islip. Each party hereto and future signatory hereby consents to the personal jurisdiction of these courts and waive any objections that such venue is objectionable or improper.

ARTICLE 10 – SEVERABILITY

- 10.1 Should any provision of this Agreement be deemed invalid or unenforceable, such provision shall be severed from this Agreement, such that the remaining valid and enforceable provisions remain intact. The parties will endeavor to promptly negotiate a revised term or condition to replace that which was deemed illegal or unenforceable.

ARTICLE 11 – ENTIRE AGREEMENT

- 11.1 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and completely and fully supersedes all other prior understandings or agreements, both written and oral, between the parties. All previous communications and representations, whether oral or written, including, but not limited to any proposal(s), purchase order(s), and/or invoice(s) are hereby annulled and superseded, except to the extent that any such communications and representations are specifically incorporated in or referred to in this Agreement. This Agreement may be amended, changed, modified or altered only by a written instrument executed by both parties.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

- 12.1 The article titles used herein are inserted solely for purposes of convenience, do not form a part of this Agreement, and will not be construed to qualify, explain, or affect any provision of this Agreement.
- 12.2 This Agreement is binding upon the parties and their heirs, executors, administrators, successors, and assigns.
- 12.3 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective permitted successors and assigns; provided however, that this Agreement will not bind either party until executed by a duly authorized representative of each party.

- 12.4 No delay or omission in the exercise of any right under this Agreement will impair any such right or will be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under this Agreement.
- 12.5 This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- 12.6 The Parties agree that during the term of this Agreement and for a period of twelve (12) months thereafter they shall not directly or indirectly solicit or recruit the employees of the other Party (or its subsidiaries and affiliates) assigned to work on the Project. Nothing in this clause shall prevent or preclude a Party (or its subsidiaries and affiliates) from recruiting and hiring individuals through normal employment practices such as newspaper or internet advertisements.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Agreement in duplicate, one to be held by each of the signatories below:

CLIENT:
Village of Thomaston

CONSULTANT:
LiRo Engineers, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



March 21st, 2025

Mayor Steven Weinberg
Village of Thomaston
100 East Shore Road
Great Neck, NY 11023
(516) 482-3110

Re: 2026-2027 MS4 Compliance Proposal

Dear Mayor Weinberg:

LiRo Engineers, Inc. (LiRo) respectfully submits this letter proposal to provide services to assist the Village of Thomaston in fulfilling its obligations under Municipal Separate Stormwater Sewer Systems (MS4), State Pollutant Discharge Elimination System (SPDES). As of January 3rd, 2024, New York State requires that all MS4s comply with GP-0-24-001 (the General Permit). The New York State Department of Environmental Conservation (NYSDEC) requires that certain milestone submissions are provided throughout the next several years. Under this agreement LiRo outlines the 2026-2027 compliance process for MS4 SPDES No: NYR20A443.

LiRo will prepare engineering submissions and provide GIS services in support of these requirements. The stormwater outfalls for the Village of Thomaston are released into Manhasset Bay (NYSDEC Water Body 1702-142) which is a Pathogen-impaired waterbody due to fecal coliforms. Therefore, MS4 requirements associated with pathogens will be applicable. Phosphorus and Nitrogen requirements will not apply. Page numbers referenced in the scope of work refer to the General Permit.

Scope of Work

Year 3, MS4 Milestones through 2026:

LiRo will assist the Village in the following ways to ensure they are compliant with MS4 requirements through 2026 for the following dates:

- A. January 3, 2026
 - a. MCM #3 – LiRo will develop and coordinate with the Village on implementing a Monitoring Inspection & Sampling Program (page 25).
 - b. MCM #3 – LiRo will develop and coordinate with the Village on implementing an Illicit Discharge Track Down Program (page 26).
 - c. MCM #3 – LiRo will develop and coordinate with the Village on implementing an Illicit Discharge Elimination Program (page 27).
 - d. MCM #6 – LiRo will develop and maintain an inventory of all municipal facilities in the SWMP Plan within the Village GIS portal (page 44).



- B. March 1 to August 31, 2026:
 - a. Part VIII (Pathogen, Nitrogen, and Phosphorous areas) – LiRo will assist the Village with providing educational messages with information specific to pathogens/nitrogen/phosphorous to applicable target audiences within the sewershed (pages 101, 94).
- C. April 1 to October 31, 2026:
 - a. Part VIII (Pathogen, Nitrogen, and Phosphorous areas) – LiRo will assist the Village to identify the sweeping of all streets that discharge to pathogen /nitrogen /phosphorous-impaired waterbodies (pages 99, 94, 102). [only required if Part VIII mapping is completed earlier than the 1/3/27 deadline].
- D. April 1, 2026:
 - a. Reporting Requirements: LiRo will complete the following reporting requirements.
 - i. Annual Report due for period of January 3, 2025 to January 2, 2026 (page 16).
 - ii. Interim Progress Certification due for period from July 1, 2025 to January 2, 2026 (page 16).
 - b. LiRo will update the SWMP plan accordingly (page 9).
 - c. MCM #4 – LiRo will update Construction Oversight Procedures and modify as recommended in the annual SWMP evaluation (page 31).
- E. September 1, 2026 to February 28, 2027:
 - a. Part VIII (Pathogen, Nitrogen, and Phosphorous areas) – LiRo will assist the Village in providing educational messages with information specific to pathogens/nitrogen/phosphorous to applicable target audiences within the sewershed (pages 101, 94).
- F. October 1, 2026:
 - a. Reporting Requirements: LiRo will complete the following reporting requirements.
 - i. Interim Progress Certification due for period of January 3, 2026 to June 30, 2026 (page 16).

Year 4, MS4 Milestones through 2027:

LiRo will assist the Village in the following ways to ensure they are compliant with MS4 requirements through 2027 for the following dates:

- A. January 3, 2027
 - a. Mapping Update Phase 1 – LiRo will update the GIS database to include monitoring locations with associated prioritization, focus areas, publicly-owned/operated post-construction SMPs, and municipal facilities with associated prioritization (pages 11-12).
 - b. MCM #1 – LiRo will identify focus areas, target audiences and associated pollutants, and education and outreach topics (pages 19-20).
 - c. MCM #3 – LiRo will develop and update the GIS portal to implement a monitoring location inventory (page 24).
 - d. MCM #3 – LiRo will prioritize monitoring locations (page 25).



- e. MCM #4 – LiRo will assist the Village in ensuring employees who review SWPPPs and construction site inspectors (except qualified professionals) need to be trained in erosion and sediment control (pages 33-34).
 - f. MCM #6 – LiRo will develop and coordinate with the Village on implementing a Municipal Facility Program (page 43).
 - g. MCM #6 – LiRo will develop and coordinate with the Village on implementing Municipal Operations Program (pages 51-55).
 - h. MCM #6 – LiRo will develop and coordinate with the Village on implementing BMPs (from specified BMPs to be considered) into the Municipal Facility Program and Municipal Operations Program (pages 39 – 43).
 - i. MCM #6 – LiRo will develop and coordinate with the Village on implementing a Catch Basin Inspection and Maintenance Program – inventory catch basins and identify when catch basin maintenance is needed (pages 52-53).
 - j. MCM #6 – LiRo will update the GIS municipal facility inventory if new facilities are added (page 44).
- B. March 1 to August 31, 2027
- a. Part VIII (Pathogen, Nitrogen, and Phosphorous areas) – LiRo will assist the Village in providing educational messages with information specific to pathogens/nitrogen/phosphorous to applicable target audiences within the sewershed (pages 101, 94).
- C. April 1 to October 31, 2027
- a. Part VIII (Pathogen, Nitrogen, and Phosphorous areas) – LiRo will assist the Village in identifying the sweeping requirements for all streets that discharge to pathogen/nitrogen/phosphorous-impaired waterbodies (pages 99, 94, 102).
- D. April 1, 2027
- b. Reporting Requirements: LiRo will complete the following reporting requirements.
 - i. Annual Report due for period of January 3, 2026 to January 2, 2027 (page 16).
 - ii. Interim Progress Certification due for period from July 1, 2026 to January 2, 2027 (page 16).
 - b. LiRo will update the SWMP plan accordingly (page 9).
 - c. MCM #1 – LiRo will review and update focus areas, target audiences, and/or education and outreach topics and document in the SWMP Plan (page 21).
 - d. MCM #4 – LiRo will update Construction Oversight Procedures and modify as recommended in the annual SWMP evaluation (page 31).
- E. September 1, 2027 to February 28, 2028
- a. Part VIII (Pathogen, Nitrogen, and Phosphorous areas) – LiRo will assist the Village in providing educational messages with information specific to pathogens/nitrogen/phosphorous to applicable target audiences within the sewershed (pages 101, 94).
- F. October 1, 2027 –
- a. Reporting Requirements: LiRo will complete the following reporting requirements.



- i. Interim Progress Certification due for period of January 3, 2027 to June 30, 2027 (page 16).

Exclusions:

- A. Under the MS4 requirements for Part VIII associated with pathogen, nitrogen, and phosphorous areas, note that within 6 months of outfall inspections, outfalls must be repaired and/or bank stability repaired. Since these are deadlines based on when inspections occur, a date of compliance could not be determined. Furthermore, any engineering effort associated with compliance is not included under this proposal.
- B. All MS4 requirements for Part VIII associated solely with Nitrogen and Phosphorous Areas are excluded.
 - a. By January 3rd, 2026 applicable MS4s must identify retail and wholesale plant nurseries (including big box stores), commercial lawn care facilities, and golf courses (pages 93, 100-101) for all associated Nitrogen and Phosphorus impaired sewersheds and MS4 outfalls.

Fees

The fee schedule below identifies our yearly fee proposal through 2027.

Task	Fee (Lump Sum)
Year 3, MS4 Milestones through 2026	\$5,500
Year 4, MS4 Milestones through 2027	\$6,000
Total Fee	\$11,500

The annual fees are each lump sum for an overall cost of \$11,500. LiRo has provided a General Conditions of service for the Village to authorize the project.

Should you have additional questions, please do not hesitate to contact me via (516) 510-8476 or loscalzod@liro.com.

Sincerely,

Daniel Loscalzo, P.E. LEED AP BD+C
Lead Municipal Engineer

cc: Denise Knowland, Thomaston