

AGENDA BOARD OF TRUSTEES' MEETING November 28, 2022

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from November 14, 2022.
- b) Request approval of the Board of Trustees' sitting as the Board of Review Special meeting minutes from November 15, 2022.
- c) Request approval of the Special Meeting of the Board of Trustees' minutes from November 10, 2022.

2. BUILDING DEPARTMENT – Sergio Mauras

- a) Request to extend the "2021 Emergency Board-Ups Contract" with Cipco Boarding Company Inc., 342 Atlantic Avenue, East Rockaway, New York 11518, from March 1, 2023 through February 29, 2024, in the amount of \$94,600, with no increase in unit price.
- b) Request to extend the "2022 Lot Clearance – Debris Removal" with Jaymond Industries, Inc., 45 Nevinwood Place, Huntington Station, New York 11746, from March 1, 2023 through February 29, 2024, in the amount of \$74,896, with no increase in unit price.
- c) Request to extend the "2022 Lot Clearance – Organic" with Jaymond Industries, Inc., 45 Nevinwood Place, Huntington, New York 11746, from March 1, 2023 through February 29, 2024, in the amount of \$103,022.50, with no increase in unit price.

3. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Jesse Liotti, Hose Co. #1.
- b) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Ivan Germossen, Hose Co. #2.
- c) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Joaquin Viedma, Hose Co. #4.
- d) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Nicholas Corell, Emergency Co. #9.

4. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for the "2023 Annual Asphalt Paving Contract" in the Freeport Herald on December 1, 2022, with a return date of December 20, 2022.
- b) Request approval of the purchase of two (2) 2023 Ford F450 vehicles from the New York State Department of General Services Mini Bid in the amount of \$69,536.22 per

vehicle from Gabrielli Truck Sales LTD., 880 South Oyster Bay Road, Hicksville, New York 10801.

- c) Request to extend the “2022 Annual Tree Removal Contract” with Red Maple Tree Service, 30 Independence Avenue, Freeport, New York 11520, from March 1, 2023 through February 29, 2024, in the amount of \$62,530, with no increase in the contract prices.
- d) Request to extend the “2022 Disposal of Inorganic Materials” with Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York 11704, from March 1, 2023 through February 29, 2024, in the amount of \$295,497.50, with no increase in unit price.

5. PURCHASING DEPARTMENT – Kim Weltner

- a) Request to advertise a notice to bidders for the “2023 Contract for Printing Services” in the Freeport Herald on December 1, 2022, with a return date of December 20, 2022.
- b) Request to advertise a notice to bidders for the “2023 Furnishing of Village Uniforms” in the Freeport Herald on December 1, 2022, with a return date of December 20, 2022.
- c) Request to extend the “2021 Maintenance of Various Office Equipment” with Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, New Jersey 07036, from March 1, 2023 through February 29, 2024, in the amount of \$9,823 with no increase in unit price.

6. VILLAGE ATTORNEY – Howard E. Colton

- a) Request to advertise a corrected request for proposals for the “Operation of the Marina at Cow Meadow Park” in the Freeport Herald on December 1, 2022, with a return date of December 30, 2022.

7. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the following miscellaneous sidewalk resolution in the amount of \$14,206.97 as follows:

204 E. Dean Street	\$2,096.15
26 W. 4 th Street	\$848.00
41 W. 4 th Street	\$1,001.60
131 Guy Lombardo Avenue	\$2,609.13
279 Lena Avenue	\$396.44
207 S. Long Beach Avenue	\$1,741.20
259 Maryland Avenue	\$919.20
18 Miller Avenue	\$1,221.20
19 Miller Avenue	\$1,392.00
125 E. Milton Street	\$1,982.05

THIS MAY NOT BE THE OFFICIAL AGENDA AS ADDITIONS AND DELETIONS MAY OCCUR.

8. VILLAGE COURT – Carmen Ramos

- a) Request to renew the Court Interpreters contract with Viviane Higgins, from March 1, 2023 through February 28, 2025, for a fee of \$150 per session, with no increase in price.
- b) Request to renew the Court Interpreters contract with Mildred Menendez, 250 West Merrick Road, Apt. 3D, Freeport, New York 11520, from March 1, 2023 through February 28, 2025, for a fee of \$150 per session, with no increase in price.

9. WATER & SEWER – Robert R. Fisenne

- a) Request to advertise a notice to bidders for the “2023 Annual Water Quality Testing Services” contract in the Freeport Herald on December 1, 2022, with a return date of December 20, 2022.
- b) Request to advertise a notice to bidders for the “2023 Furnishing of Calcium Hypochlorite (Tablet) in the Freeport Herald on December 1, 2022, with a return date of December 20, 2022.
- c) Request to advertise a notice to bidders for the “2023 Furnishing of Liquid Sodium Hypochlorite” in the Freeport Herald on December 1, 2022, with a return date of December 20, 2022.
- d) Request to advertise a notice to bidders for the “2023 Furnishing of Sodium Hexametaphosphate” in the Freeport Herald on December 1, 2022, with a return date of December 20, 2022.
- e) Request to extend the “2022 Annual Well Maintenance” contract” with A.C. Schultes, Inc., 664 Evergreen Avenue, Woodbury Heights, New Jersey 08097, from March 1, 2023 through February 29, 2024, in the amount of \$176,700.00, with no increase in unit prices.

PUBLIC COMMENT

At the conclusion of the Agenda, the Mayor and Board will entertain questions and comments on non-Agenda items from the general public.

7:15 P.M. PUBLIC HEARING

- 1. To consider the Cablevision Franchise Agreement.

**VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Sergio A. Mauras, Supt. of Buildings

Date: November 18, 2022

RE: Cipro Boarding Contract

I respectfully request that the last extension of the Cipro Boarding Contract be placed on the next available Agenda.

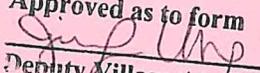
On March 8, 2021, the Mayor and The Board of Trustees awarded the bid for the 2021 Emergency Board-Ups Contract to Cipro Boarding Company Inc., 342 Atlantic Avenue, East Rockaway, New York 11518 in the amount of \$94,600.00 for a one year contract beginning March 1, 2021 and ending February 28, 2022 with the option of two one year extensions with no increase in price.

Cipro Boarding Co. has proved to be a capable and dependable company and has lived up to the contract expectations. At this time, I recommend the extension of one year from March 1, 2023 and ending February 29, 2024.

The cost of this service will be charged to A362004 543530 (Emergency Board-up).



Sergio A. Mauras
Superintendent of Buildings

Approved as to form

Deputy Village Attorney

SM:al

Attachment

The following resolution was proposed by Trustee _____, seconded by Trustee _____, as follows:

WHEREAS, on March 8, 2021, the Board of Trustees awarded the 2021 Emergency Board-Ups Contract to Cipco Boarding Co., Inc., 342 Atlantic Avenue, East Rockaway, New York 11518 in the amount of \$94,600.00 for a term of one year beginning March 1, 2021 and ending February 28, 2022, with the option of two one-year extensions if mutually accepted; and

WHEREAS, on January 24, 2022, the Board approved to extend the contract of the 2021 Emergency Board-ups to Cipco Boarding Co., Inc., 342 Atlantic Avenue, East Rockaway, New York 11518, for the first one-year term beginning March 1, 2022 and ending February 28, 2023, in the amount of \$94,600.00; and

WHEREAS, this contract provides contractual unit prices for the board-up of buildings when needed due to fires or when a property is neglected and boarding up of windows and doors is required; and

WHEREAS, Cipco Boarding Co. has proved to be a capable and dependable company and has lived up to the contract expectations; and

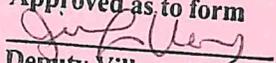
WHEREAS, the Superintendent of Buildings is requesting the second and final one-year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543530 (Emergency Board-up); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2021 Emergency Board-ups with Cipco Boarding Co., Inc., 342 Atlantic Avenue, East Rockaway, New York 11518, for a second and final one-year extension term beginning March 1, 2023 and ending February 29, 2024, in the amount of \$94,600.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Sergio Mauras, Superintendent of Buildings January 25, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 24, 2022:

It was moved by Trustee Martinez, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

WHEREAS, on March 8, 2021, the Board of Trustees awarded the 2021 Emergency Board-Ups Contract to Cipco Boarding Co., Inc., 342 Atlantic Avenue, East Rockaway, New York 11518 in the amount of \$94,600.00 for a term of one year beginning March 1, 2021 and ending February 28, 2022, with the option of two one-year extensions if mutually accepted; and

WHEREAS, this contract provides contractual unit prices for the board up of buildings when needed due to fires or when a property is neglected and boarding up of windows and doors is required; and

WHEREAS, Cipco Boarding Co. has proved to be a capable and dependable company and has lived up to the contract expectations;

WHEREAS, the Superintendent of Buildings is requesting the first one year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543530 (Emergency Board-up); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the 2021 Emergency Board-ups to Cipco Boarding Co., Inc., 342 Atlantic Avenue, East Rockaway, New York 11518 in the amount of \$94,600.00 for an additional year beginning March 1, 2022 and ending February 28, 2023.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	Excused
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Electric Utilities	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center

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X Attorney
X Bldg. Dept.
Board & Comm.
X Claims Examiner
X Comptroller
X Court

X File
X Personnel
X Police Dept.
X Publicity
X Public Works
X Purchasing

X Treasurer
X Dep. Treasurer
X Dep. V. Clerk
OTHER

**VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Sergio A. Mauras, Supt. of Buildings

Date: November 18, 2022

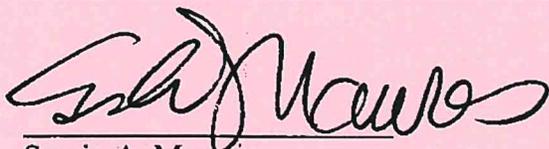
RE: Jaymond Industries, Inc.

I respectfully request that the first extension of the Jaymond Industries, Inc., Contract be placed on the next available Agenda.

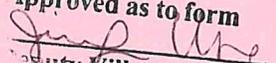
On March 28, 2022, the Mayor and The Board of Trustees awarded the bid for the 2022 Lot Clearance –Debris Removal to Jaymond Industries, Inc., 45 Nevinwood Place, Huntington Station, New York 11746 in the amount of \$74,896.00 for a one year contract beginning March 1, 2022 and ending February 28, 2023 with the option of two one year extensions with no increase in price.

Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations. At this time, I recommend the extension of one year from March 1, 2023 and ending February 29, 2024.

The cost of this service will be charged to A362004 543520 (Lot Clearance-Debris removal).



Sergio A. Mauras
Superintendent of Buildings

Approved as to form

Village Attorney

SM: al
Attachment

The following resolution was proposed by Trustee _____, seconded by Trustee _____, as follows:

WHEREAS, on March 28, 2022, the Board of Trustees awarded the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, in the amount of \$74,896.00 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations; and

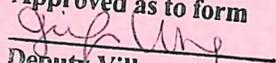
WHEREAS, the Superintendent of Buildings is requesting the first one-year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543510 (Lot Clearance-Debris Removal); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for a first one-year extension term from March 1, 2023 to February 29, 2024, in the amount of \$74,896.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

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DIRECTIVE

TO: Sergio Mauras, Superintendent of Buildings
FROM: Pamela Walsh Boening, Village Clerk

March 29, 2022

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 28, 2022:

It was moved by Deputy Mayor Ellerbe, seconded by Trustee Sanchez that the following resolution be adopted:

WHEREAS, the Village of Freeport has solicited bids for the for the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material contract for the legal disposal of inorganic materials such as sweep sweepings, unsuitable fill, concrete and asphalt; and

WHEREAS, seventeen (17) bids were distributed and three (3) bids were received on March 1, 2022 for the referenced contract; and

WHEREAS, the bids range from a high bid of \$190,374.94 to a low bid of \$74,896.00; and

WHEREAS, Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station , New York 11746 was the lowest qualifying bidder in the amount of \$74,896.00; and

WHEREAS, the contract will be for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, payments will be made from the Building Department's Budget, A 362004 543520; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station , New York 11746, in the amount of \$74,896.00 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	Excused
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

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cc:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Electric Utilities	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Dep. Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Dep. V. Clerk
<input checked="" type="checkbox"/> Claims Examiner	<input checked="" type="checkbox"/> Publicity	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> Comptroller	<input checked="" type="checkbox"/> Public Works	
<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing	

**VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Sergio A. Mauras, Supt. of Buildings

Date: November 18, 2022

RE: Jaymond Industries, Inc.

I respectfully request that the first extension of the Jaymond Industries, Inc., Contract be placed on the next available Agenda.

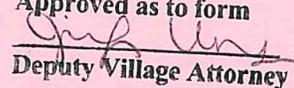
On March 28, 2022, the Mayor and The Board of Trustees awarded the bid for the 2022 Lot Clearance –Organic to Jaymond Industries, Inc., 45 Nevinwood Place, Huntington Station, New York 11746 in the amount of \$103,022.50 for a one year contract beginning March 1, 2022 and ending February 28, 2023 with the option of two one year extensions with no increase in price.

Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations. At this time, I recommend the extension of one year from March 1, 2023 and ending February 29, 2024.

The cost of this service will be charged to A362004 543510 (Lot Clearance-Organic Material).



Sergio A. Mauras
Superintendent of Buildings

Approved as to form

Deputy Village Attorney

SM: al
Attachment

The following resolution was proposed by Trustee _____, seconded by Trustee _____, as follows:

WHEREAS, on March 28, 2022, the Board of Trustees awarded the 2022 – Lot Clearances in the Village of Freeport – Organic Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, in the amount of \$103,022.50 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations; and

WHEREAS, the Superintendent of Buildings is requesting the first one-year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543510 (Lot Clearance- Organic Material); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Organic Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for a first one-year extension term from March 1, 2023 to February 29, 2024, in the amount of \$103,022.50.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form


Deputy Village Attorney

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DIRECTIVE

TO: Sergio Mauras, Superintendent of Buildings March 29, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 28, 2022:

It was moved by Trustee Sanchez, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, the Village of Freeport has solicited bids for the 2022 – Lot Clearances in the Village of Freeport – Organic Material for the clearing and removal of high grass, weeds, and other organic material from privately owned properties throughout the Village; and

WHEREAS, thirteen (13) bids were distributed and three (3) bids were received on March 1, 2022 for the referenced contract; and

WHEREAS, the bids range from a high bid of \$315,202.50 to a low bid of \$103,022.50; and

WHEREAS, Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746 was the lowest qualifying bidder in the amount of \$103,022.50 for this contract; and

WHEREAS, this contract will be for a retroactive term from March 1, 2022 to February 28, 2023 with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, payments will be made from the Building Department's Budget, A 362004-543510; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2022 – Lot Clearances in the Village of Freeport – Organic Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, in the amount of \$103,022.50 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	Excused
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

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cc:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Electric Utilities	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Dep. Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Dep. V. Clerk
<input checked="" type="checkbox"/> Claims Examiner	<input checked="" type="checkbox"/> Publicity	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> Comptroller	<input checked="" type="checkbox"/> Public Works	
<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing	

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

November 16, 2022

Hon. Mayor Robert T. Kennedy and Board of Trustees
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

Please be advised that the following new members have been approved by the Freeport Fire Council into the Freeport Fire Department subject to the approval of the Board of Trustees:

Jesse Liotti – Hose Co. #1

Ivan Germossen – Hose Co. #2

Joaquin Viedma – Hose Co. #4

Nicholas Corell – Emergency Co. #9

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne., P.E., Superintendent of Public Works

Date: November 18, 2022

Re: 2023 ANNUAL ASPHALT PAVING CONTRACT

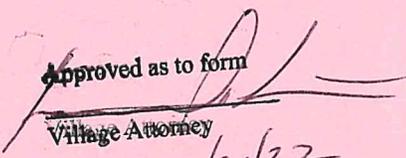
Our Annual Asphalt Paving Contract expires on February 29, 2019. Therefore it is necessary to bid the contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This program provides contractual unit prices for asphalt paving. The current contract has an approximate annual cost of \$120,000.00. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 1, 2022. Bid documents will be available from December 5, 2022 through December 16, 2022. Bids will have a returnable date of December 20, 2022, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.
Superintendent of Public Works



Approved as to form

Village Attorney

11/21/22

Encl.

- c. P. Lester, Secretary to the Mayor
- P. Boening, Village Clerk
- K. Weltner, Purchasing Agent

It was moved by Trustee _____, seconded by Trustee _____, who moved that the following resolution be adopted, to wit:

WHEREAS, the Village's Annual Asphalt Contract will expire on February 28, 2023; and

WHEREAS, said purchase and repair requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the Department of Public Works is requesting permission to advertise a Notice to Bidders for the 2023 Annual Asphalt Paving Contract; and

WHEREAS, this program provides the contractual unit prices for asphalt paving of potholes; the current contract has an approximate annual cost of \$120,000; and

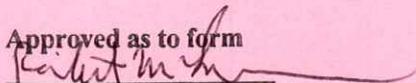
WHEREAS, the contract will be for a term of one year beginning March 1, 2023, with an option for two (2) one-year extensions if mutually acceptable; and

WHEREAS, the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2023 Annual Asphalt Paving Contract" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2023 ANNUAL ASPHALT PAVING CONTRACT FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

“2023 ANNUAL ASPHALT PAVING CONTRACT”

until 11:00 A.M. on **December 20, 2022**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 5, 2022 until 4:00 P.M. December 16, 2022**. There is no charge for the bid documents.

The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Board, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 1, 2022
Freeport Herald

INCORPORATED VILLAGE OF FREEPORT DEPARTMENT OF PUBLIC WORK

INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: November 17, 2022

RE: PURCHASE OF TWO FORD F450 VEHICLES

The Department of Public Works is requesting authorization to purchase two 2023 Ford F450 vehicles for the Parks Department in the Department of Public Works. This vehicle will be purchased as chassis only vehicles. Bodies and snowplow packages will be added upon taking possession of the Vehicles. These vehicles will serve as replacements for a 2001 Ford F350 that was taken out of service for mechanical and safety issues and a 2011 Ford F350 that was taken out of service due to damage from an accident. The bids were solicited through New York State Department of General Services Mini Bid (1379 OGS Solicitation 23166: Vehicles, Class 1-8), for Medium Duty Vehicles. For this bid, the Village received one proposal (see attached bid summary).

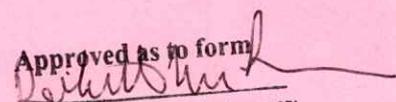
The sole bidder is Gabrielli Truck Sales LTD., 880 South Oyster Bay Road, Hicksville, N.Y. 10801.

It is therefore recommended that the Board approve the purchase of the above-referenced vehicles under the New York State Department of General Services Mini Bid for the price of \$69,536.22 per vehicle, including delivery. Funding for this purchase will come from a bond resolution that was authorized by the Mayor and Board of Trustees at the meeting on February 28, 2022 (Capital Account H719702 523001).

Delivery of these vehicles is expected in September of 2023



Robert R. Fisenne, P.E.
Superintendent of Public Works

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, and seconded by Trustee _____ that the following resolution be adopted:

WHEREAS, the Department of Public Works has need to replace two (2) vehicles - a 2001 Ford F350 that was taken out of service due to mechanical and safety issues, and a 2011 Ford F350 that was taken out of service due to damage from an accident; and

WHEREAS, the Department of Public Works seeks to purchase specifically the following vehicles via the New York State Department of General Services Mini-Bid (1379 OGS Solicitation 23166: Vehicles, Class 1-8), for Medium Duty Vehicles:

- two (2) 2023 Ford F450 vehicles for the Parks Department in the Department of Public Works

WHEREAS, for this bid, the Village received one proposal; and

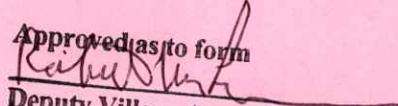
WHEREAS, the sole bidder is Gabrielli Truck Sales LTD., 880 South Oyster Bay Road, Hicksville, N.Y. 10801, for the price of \$69,536.22 per vehicle, including delivery; and

WHEREAS, funding for this purchase will come from a bond resolution that was authorized by the Mayor and Board of Trustees at the meeting on February 28, 2022 (Capital Account H719702 523001); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board of Trustees award the contract for the purchase of two (2) 2023 Ford F450 vehicles for the Parks Department in the Department of Public Works to Gabrielli Truck Sales LTD., 880 South Oyster Bay Road, Hicksville, N.Y. 10801, for the price of \$69,536.22 per vehicle, including delivery.

The Clerk polled the Board:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

11563 2023 Ford F-450 Chassis Only - Village of Freeport

Gabrielli Truck Sales LTD 2

Chassis Pricing Sheet

#	Model Year	Make	Model	Model Code	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
1	2023	Ford	F-450	F4H	\$78,572	11.5%	\$69,536.22		\$69,536.22	1	\$69,536.22
Total											\$69,536.22

Comment:

- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- The Total Number of Vehicles entered must match the Number of Vehicles requested in the Mini-Bid.

**INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: November 17, 2022

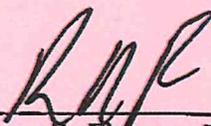
Re: 2022 ANNUAL TREE REMOVAL CONTRACT

At the Village Board of Trustees meeting on February 7, 2022, the referenced Public Works contract was awarded to Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, NY 11520 for \$62,530.00. The Contract provides for itemized pricing for tree removal on Village owned property and curbside tree removals. The Contract was set up as a one year contract expiring on February 28, 2023, with two optional one-year extensions at no increase in the contract prices.

This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, it is requested that the contract for the **2022 ANNUAL TREE REMOVAL CONTRACT** be extended for an additional year, from March 1, 2023 until February 29, 2024, to Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, NY 11520, with no increase in the unit prices.



Robert R. Fisenne, P.E.
Superintendent of Public Works

Approved as to form
Village Attorney
11/21/22

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent

The following resolution was proposed by Trustee _____, seconded by Trustee _____, as follows:

WHEREAS, on February 7, 2022, the Board awarded the bid for the “2022 Annual Tree Removal Contract” to Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, in the amount of \$62,530.00 for a term beginning March 1, 2022 and ending February 28, 2023 with an option for two one-year extensions if mutually accepted; and

WHEREAS, the Superintendent of Public Works has requested for the first one-year extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

WHEREAS, the contract will be for a term beginning March 1, 2023 and ending February 29, 2024, with no increase in the unit prices; and

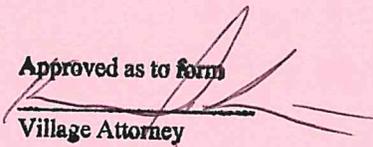
WHEREAS, the work done under this contract will be charged to the appropriate budget line or account of the requesting department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to extend the contract of the “2022 Annual Tree Removal Contract” with Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, for a first one-year extension term beginning March 1, 2023 and ending February 29, 2024, in the amount of \$62,530.00, with no increase of unit prices.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form


Village Attorney

11/21/22

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2022 ANNUAL TREE REMOVAL CONTRACT

CONTRACTOR: RED MAPLE TREE SERVICE CORP

DATE: October 20, 2022

RECEIVED
 2022 NOV 14 AM 10:38
 CLERK'S OFFICE
 VILLAGE OF FREEPORT

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024	62,530	0.0% 62,530
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE		62,530	0.0% 62,530

ACCEPTED BY: Roy Guerra DATE: 11-7-2022
(CONTRACTOR)

ACCEPTED BY: _____ DATE: _____
(ENGINEER)

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 10, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 7, 2022:

It was moved by Deputy Mayor Ellerbe, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, the Village of Freeport has solicited bids for the 2022 Annual Tree Removal Contract; and

WHEREAS, fourteen (14) bids were distributed and five (5) bids were received on January 11, 2022; and

WHEREAS, bids ranged from a high bid of \$138,330.00 to a low bid of \$62,530.00; and

WHEREAS, the lowest responsible bid was submitted by Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, in the amount of \$62,530.00; and

WHEREAS, the contract will be for a term beginning March 1, 2022 and ending February 28, 2023 with an option for two one-year extensions if mutually accepted; and

WHEREAS, work done under this contract will be charged to the appropriate budget line or account of the requesting department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to award the bid for the “2022 Annual Tree Removal Contract” to Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, in the amount of \$62,530.00 for a term beginning March 1, 2022 and ending February 28, 2023 with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc: X Auditor X Electric Utilities X Registrar

INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: November 4, 2022

Re: 2022 DISPOSAL OF INORGANIC MATERIALS

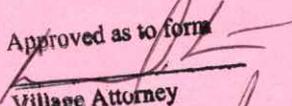
At the Village Board of Trustees meeting on February 28, 2022, the referenced requirements contract was awarded to Winters Bros. Recycling, 120 Nancy Street, West Babylon, NY 11704 in the amount of \$295,497.50. The Contract is set up to expire on February 28, 2023, with two optional one-year extensions at no increase in the contract price.

The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "2022 DISPOSAL OF INORGANIC MATERIALS" be extended for an additional year, From March 1, 2023 until February 29, 2024 to Winters Bros. Recycling 120 Nancy Street, West Babylon, NY 11704, with no increase in the unit prices.



Robert R. Fisenne, P.E.
Superintendent of Public Works

Approved as to form

Village Attorney
11/15/2022

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
A. Dalessio, Comptroller

The following resolution was proposed by Trustee _____, seconded by Trustee _____, as follows:

WHEREAS, on February 28, 2022, the Board of Trustees awarded the bid for the Disposal of Inorganic Materials 2022 to Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York 11704 in the amount of \$295,497.50 for a term of one year beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions if mutually accepted; and

WHEREAS, the Department of Public Works has requested for the first one-year extension term of the Contract with the Contractor and the Contractor has agreed on this extension; and

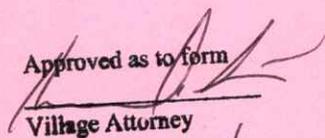
WHEREAS, funding for this contract is provided for in the 2022-2023 fiscal budget (A816004 546400); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the "Disposal of Inorganic Materials 2022" with Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York 11704, for the first one-year extension term beginning March 1, 2023 and ending February 29, 2024, in the amount of \$295,497.50, with no increase in the unit prices.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form


Village Attorney

11/15/2022

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2022 DISPOSAL OF INORGANIC MATERIALS

CONTRACTOR: Winter Bros. Recycling

DATE: October 20, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 11-1-22
(CONTRACTOR)

ACCEPTED BY:  DATE: 11/9/22
(ENGINEER)

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2022 DISPOSAL OF INORGANIC MATERIALS

CONTRACTOR: Winter Bros. Recycling

DATE: October 20, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 11-1-22
(CONTRACTOR)

ACCEPTED BY: _____ DATE: _____
(ENGINEER)

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works March 1, 2022

FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 28, 2022:

It was moved by Deputy Mayor Ellerbe, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, the Village of Freeport has solicited bids for the Disposal of Inorganic Materials 2022 contract to provide for legal disposal of inorganic materials such as street sweepings, unsuitable fill, concrete, and asphalt; and

WHEREAS, fourteen (14) bids were distributed and two (2) bids were received on January 11, 2022 for the referenced contract; and

WHEREAS, the bids ranged from a high bid of \$310,875.00 to a low bid of \$295,497.50; and

WHEREAS, Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York 11704 was the lowest qualifying bidder in the amount of \$295,497.50; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions if mutually accepted; and

WHEREAS, funding for this contract is provided for in the 2022-2023 fiscal budget (A816004 546400); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the Disposal of Inorganic Materials 2022 to Winter Bros. Recycling, 120 Nancy Street, West Babylon, New York 11704 in the amount of \$295,497.50 for a term of one year beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

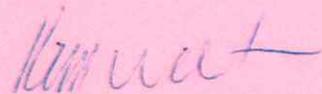
INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

TO: Mayor Robert T. Kennedy
FROM: Kim Weltner, Purchasing Agent
DATE: November 10, 2022
RE: Request to Advertise - 2023 Contract for Printing Services

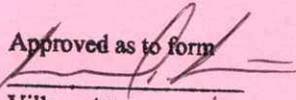
Specifications have been prepared for the purpose of bidding the 2023 Contract for Printing Services. Specifications include the supply of envelopes as well as form, stationary, business cards, mailings and bound books.

Contract terms will begin on March 1, 2023 through February 29, 2024 with an option in favor of the Village to extend for two additional one year terms. In general, the Village spends between \$15,000 and \$25,000 per year on these services for all departments combined. All items ordered under this contract will be charged to the printing and stationary budget line of the requesting department (ie. A134504 540200).

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on December 01, 2022. Specifications will be available from December 05, 2022 through December 16, 2022. The bids will have a returnable date of December 20, 2022 when they will be opened at 11:00 a.m. and publicly read aloud. Attached please find a Notice to Bidders for your review.



Kim Weltner
Purchasing Agent



Approved as to form

Village Attorney

11/15/2022

Cc. Howard Colton, Village Attorney
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted:

WHEREAS, the Village of Freeport requires the services of a company able to provide envelopes as well as forms, stationary, business cards, mailings, and bound books; and

WHEREAS, §103 of the General Municipal Law and the Village's Procurement Policy necessitate the use of competitive bidding to retain these services; and

WHEREAS, contract terms will begin on March 1, 2023 through February 29, 2024, with an option in favor of the Village to extend for two additional one-year terms; and

WHEREAS, in general, the Village spends between \$15,000 and \$25,000 per year for all departments combined; and

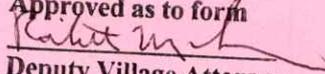
WHEREAS, all items ordered under this contract will be charged to the printing and stationary budget line of the requesting departments (ie. A134504 540200); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Purchasing Agent, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2023 Contract for Printing Services" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with specifications available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form


Deputy Village Attorney

NOTICE TO BIDDERS
2023 CONTRACT FOR PRINTING SERVICES

FOR

**THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

"2023 CONTRACT FOR PRINTING SERVICES"

until 11:00 A.M. on **Tuesday, December 20, 2022** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or on our website at www.freeportny.gov from **9:00 A.M. on Monday, December 05, 2022 until 4:00 P.M. Friday, December 16, 2022**. There is no charge for the bid documents.

The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Board, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 01, 2022
Freeport Leader

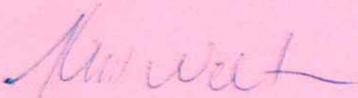
INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

TO: Mayor Robert T. Kennedy
FROM: Kim Weltner, Purchasing Agent
DATE: November 10, 2022
RE: Request to Advertise - 2023 Furnishing of Village Uniforms

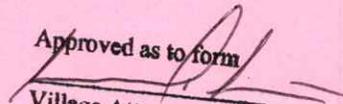
Specifications have been prepared for the purpose of bidding the 2023 Furnishing of Village Uniforms. The specifications include uniform T-shirts, sweatshirts, hats, and jackets to be supplied to the Department of Public Works, (including Highway, Grounds, Garage, Engineering, Water, Sewer, Parking Meters, Refuse, Traffic Control, and Village Hall Maintenance), Recreation Center, Electric Utility, Emergency Management, Building Department, and Police Department as needed.

Contract terms will begin on March 1, 2023 through February 29, 2024 with an option in favor of the Village to extend for two additional one year terms. In general, the Village spends between \$35,000 and \$45,000 per year under the current contract to supply uniforms to the aforementioned departments. All items ordered will be charged to the uniform or safety gear budget line of the requesting department (520600, 541400).

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on December 01, 2022. Specifications will be available from December 05, 2022 through December 16, 2022. The bids will have a returnable date of December 20, 2022 when they will be opened at 11:00 a.m. and publicly read aloud. Attached please find a Notice to Bidders for your review.



Kim Weltner
Purchasing Agent

Approved as to form

Village Attorney
11/15/2022

Cc. Howard Colton, Village Attorney
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted, to wit:

WHEREAS, the Village of Freeport requires the purchase of uniforms and safety gear, including shirts, hats, jeans, jackets, safety vests, etc., for employees in various departments; and

WHEREAS, said procurement of said uniforms and safety gear requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the contract terms will begin on March 1, 2023 through February 29, 2024 with an option in favor of the Village to extend for two additional one-year terms; and

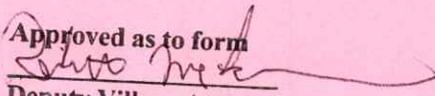
WHEREAS, in general, the Village spends between \$35,000.00 and \$45,000.00 per year and all items ordered will be charged to the uniform or safety gear budget line of the requesting department; and

WHEREAS, all items ordered will be charged to the uniform or safety gear budget line of the requesting department (object codes 520600, 541400); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Purchasing Agent, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2023 Furnishing of Village Uniforms" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, and specifications will be available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2023 FURNISHING OF VILLAGE UNIFORMS

FOR

THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

"2023 Furnishing of Village Uniforms"

until 11:00 A.M. on **Tuesday, December 20, 2022** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or on our website at www.freeportny.gov from **9:00 A.M. on Monday, December 05, 2022 until 4:00 P.M. Friday, December 16, 2022**. There is no charge for the bid documents.

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In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 01, 2022

Freeport Leader

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

TO: Mayor Robert T. Kennedy

FROM: Kim Weltner, Purchasing Agent

DATE: November 17, 2022

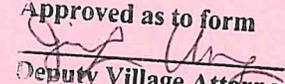
RE: Request to Extend
2021 Maintenance of Various Office Equipment

On March 8, 2021 the Board of Trustees awarded the above referenced bid to Ditto Copy Systems, Inc. located at 209 E. Elizabeth Avenue, Linden, NJ 07036 for the total bid amount of \$9,823.00.

Over the past year Ditto Copy Systems, Inc. has provided these services to the Village and proven to be a reliable vendor. According to the terms of the bid, the Village has the option to extend this contract for up to two (2) additional one (1) year terms with no additional increase in cost. The vendor has agreed to accept this extension as indicated to follow. The majority of funding for this contract will be charged to the Purchasing Department's service contracts and repairs account A134504 542800 for all municipal machines. The Electric and Water Department will continue to pay for the maintenance of their machines in their appropriate budget lines. There are sufficient funds available to cover this expense.

At this time, I would like to request the second and final extension of the aforementioned service contract for one (1) additional year to begin on March 1, 2023 and expire no later than February 29, 2024.


Kim Weltner
Purchasing Agent

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted:

WHEREAS, on March 8, 2021, the Board of Trustees awarded the 2021 Maintenance of Various Office Equipment to Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, NJ 07036 in the amount of \$9,823.00 for a term of one year, beginning retroactive to March 1, 2021 and ending February 28, 2022, with an option of a two (2) one-year extension if mutually accepted; and

WHEREAS, on December 13, 2021, the Board of Trustees approved the first one-year contract extension for the 2021 Maintenance of Various Office Equipment to Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, NJ 07036 in the amount of \$9,823.00 beginning on March 1, 2022 through February 28, 2023, with no increase to current contract pricing; and

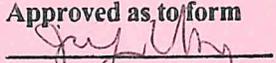
WHEREAS, the Purchasing Agent has requested the second and final one-year extension of the Contract and the Contractor has agreed to this extension with no additional increase in cost; and

WHEREAS, funding for the municipal portion of the contract will be charged to the Purchasing Department's service contract and repairs account A134504 542800 and there are sufficient funds; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2021 Maintenance of Various Office Equipment to Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, NJ 07036 in the amount of \$9,823.00 for a second and final one-year term beginning on March 1, 2023 through February 29, 2024, with no increase to current contract pricing.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

**INC. VILLAGE OF FREEPORT
REQUEST TO EXTEND
BID # 21-02-PURC-547
2021 Maintenance of Various Office Equipment Contract**

DATE: October 26, 2022

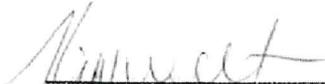
TO: DITTO COPY SYSTEMS

ADDRESS: 209 E ELIZABETH AVE, LINDEN, NJ 07036

This agreement serves to extend the existing contract for the 2021 Maintenance of Various Office Equipment, beginning March 1, 2023 through February 29, 2024 with no increase to current contract pricing. This extension will be for a period of one year, as indicated in the contract terms. All terms and conditions of the original contract shall remain in effect for the entire length of this contract extension.

You are hereby requested to execute and return this Notice of Extension either by mail or email to, kweltner@freeportnj.gov no later than November 15, 2022 should you agree to the extension terms as indicated by this notice. This will be the second extension offered on this contract as indicated in the bid documents.

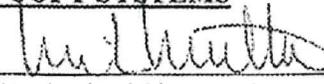
INCORPORATED VILLAGE OF FREEPORT

By: 
(Authorized Signature)

Purchasing Agent
(Title)

ACCEPTANCE OF EXTENSION:

DITTO COPY SYSTEMS

By: 
(Authorized Signature)

President
(Title)

11/15/22
(Date)

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Kim Weltner, Purchasing Agent December 15, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 13, 2021:

It was moved by Deputy Mayor Ellerbe, seconded by Trustee Sanchez, that the following resolution be adopted:

WHEREAS, on March 8, 2021, the Board of Trustees awarded the 2021 Maintenance of Various Office Equipment to Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, NJ 07036 in the amount of \$9,823.00 for a term of one year, beginning retroactive to March 1, 2021 and ending February 28, 2022, with an option of a two (2) one year extension if mutually accepted; and

WHEREAS, the Purchasing Agent has requested the first one year extension of the Contract and the Contractor has agreed to this extension with no additional increase in cost; and

WHEREAS, funding for the municipal portion of the contract will be charged to the Purchasing Department’s service contract and repairs account A134504 542800 and there are sufficient funds; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the 2021 Maintenance of Various Office Equipment to Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, NJ 07036 in the amount of \$9,823.00 for an additional year beginning on March 1, 2022 through February 28, 2023 with no increase to current contract pricing.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u>Board & Comm.</u>	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

X Claims Examiner Aide
X Comptroller
X Court

X Publicity
X Public Works
X Purchasing

OTHER

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Kim Weltner, Purchasing Agent March 12, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 8, 2021:

It was moved by Trustee Ellerbe, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, The Village of Freeport has solicited bids for the 2021 Maintenance of Various Office Equipment, an annual contract for all existing office equipment not covered by its own warranty; and

WHEREAS, thirteen (13) bids were distributed and five (5) were received on February 17, 2021; and

WHEREAS, the bids ranged from a high bid of \$38,930.00 to a low bid of \$9,823.00 for the forty-eight various machines listed in the bid specifications and all bids have been reviewed and checked and found to be in good order; and

WHEREAS, funding for the municipal portion of the contract will be charged to the Purchasing Department's service contract and repairs account A134504 542800 and there are sufficient funds; and

WHEREAS, Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, NJ 07036 was the low bidder in the amount of \$9,823.00; and

WHEREAS, the contract will run for a term of one year, beginning March 1, 2021 and ending February 28, 2022 with an option for a two (2) one year extensions if mutually accepted; and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Purchasing Agent, the Board retroactively approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2021 Maintenance of Various Office Equipment to Ditto Copy Systems, Inc., 209 E. Elizabeth Avenue, Linden, NJ 07036 in the amount of \$9,823.00 for a term of one year, beginning retroactive to March 1, 2021 and ending February 28, 2022, with an option of a two (2) one year extension if mutually accepted.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Piñeyro	In Favor

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

Trustee Squeri
Mayor Kennedy

In Favor
In Favor

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

TO: Mayor Robert T. Kennedy

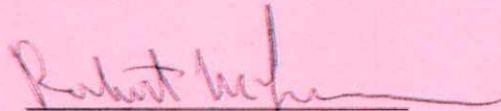
FROM: Howard E. Colton, Village Attorney

DATE: November 21, 2022

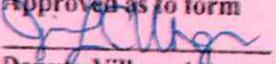
RE: Corrected Request For Proposals
For the Operation of the Marina in Cow Meadow Park

The Village is in need of a firm to operate the Marina in Cow Meadow Park as a seasonal marina. Permission is requested to publish a Corrected Request for Proposals for the Operation of the Marina in Cow Meadow Park in the Freeport Herald, and other related publications on December 1, 2022 with a return date of December 30, 2022.

A copy of the proposed advertisement is furnished herewith.



Howard E. Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted, to wit:

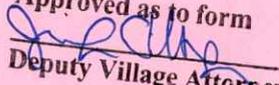
WHEREAS, the Village of Freeport requests proposals for a license to operate the marina at Cow Meadow Park; and

WHEREAS, the procurement of these services is best accomplished through the use of a formal Request for Proposals; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, the Village Clerk be and hereby is authorized to publish a Corrected Request for Proposals for the "Operation of the Marina in Cow Meadow Park" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, and specifications will be available from November 21, 2022 through December 30, 2022, with a return date of December 30, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

CORRECTED REQUEST FOR PROPOSALS

FOR THE OPERATION OF THE

MARINA IN COW MEADOW PARK

VILLAGE OF FREEPORT

The Village of Freeport is requesting proposals from qualified firms for the purpose of operating the marina located at Cow Meadow Park, 701 South Main Street, Freeport, New York.

Specifications for this proposal may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or **on our website at www.freeportny.gov from 9:00 A.M. on Monday, November 21, 2022 until 4:00 P.M. Friday, December 30, 2022.** There is no charge for the proposal documents.

The Village intends to lease/license the site to the applicant whose proposal most substantially meets the objectives as outlined in the specifications provided that: (1) the applicant is found to be qualified to carry out the operation of the marina, and (2) the proposals submitted fully complies with all of the terms, conditions and requirements of the Request for Proposals.

The proposal scope and form will be available beginning November 21, 2022. Proposals are to be delivered to Ms. Kim Weltner, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. All proposals must be received by 4:00 p.m. on Friday, December 30, 2022. The Village reserves the right to reject any and/or all proposals received.

In submitting a proposal, vendors agree not to withdraw their proposal within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 1, 2022

VILLAGE OF FREEPORT INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: November 15, 2022

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Armond Cement Construction, Co. Inc. Total \$14,206.97

WHEREAS, official notice was served in conformity with the law, upon the property owners to install sidewalks, curbs and/or aprons and

WHEREAS, said installation work not having been made within the time specified in official notice, namely, 30 days from the date of service thereof, and

WHEREAS, under authority conferred by law, the Board of Trustees thereupon caused the same to be installed at the expenditure as noted above, and as shown below.

NOW THEREFORE, BE IT RESOLVED, that there shall be assessed upon the lands affected or improved, the amount as noted above which is found to be just and reasonable and not exceeding the amount stated in the notice, and be it,

FURTHER RESOLVED that the Board of Trustees hereby authorizes that the amount thus assessed, if not paid within thirty (30) days hereafter, will be included in the next annual tax levies of the aforesaid premises unless the property owner selects the option of payment with interest over a five (5) year period.

Sidewalk Survey # MSW 69-2022

Owner: Jean Stevenson
204 E. Dean Street
Freeport NY, 11520
Sec, Blk., Lot (s): 55-241-19

Location: 204 E. Dean Street

Contractor: Armond Cement Construction Co., Inc.

Charges: \$2,096.15

Sidewalk Survey: #MSW 122-2021

Owner: Hale Rischert
26 W. 4th Street
Freeport, NY 11520
Sec, Blk, Lot(s): 62-064-446

Location: 26 W. 4th Street

Contractor: Armond Cement Construction Co, Inc.

Charges: \$848.00

Sidewalk Survey: #MSW 41-2019

Owner: Jianming Huang
511 Ocean Ter.
Staten Island, NY 10301
Sec, Blk, Lot(s): 62-064-498

Location: 41 W. 4th Street

Contractor: Armond Cement Construction Co, Inc.

Charges: \$1,001.60

Sidewalk Survey: #MSW 210-2021

Owner: 131 Guy Lombardo LLC
29 West Main Street
Oyster Bay, NY 11771
Sec, Blk, Lot(s): 62-075-33

Location: 131 Guy Lombardo Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$2,609.13

Sidewalk Survey: #MSW 42-2022

Owner: Margaret Taboada
In care of Eisele Fred
279 Lena Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 54-064-50

Location: 279 Lena Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$396.44

Sidewalk Survey: #MSW 392-2020

Owner: **Jean Jones**
207 S. Long Beach Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 62-120-6

Location: **207 S. Long Beach Avenue**

Contractor: Armond Cement Construction Co, Inc.

Charges: \$1,741.20

Sidewalk Survey: #MSW 174-2021

Owner: **Kyle & Jasmine**
259 Maryland Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 36-527-2

Location: **259 Maryland Avenue**

Contractor: Armond Cement Construction Co, Inc.

Charges: \$919.20

Sidewalk Survey: #MSW 42-2022

Owner: **Carmen Hernandez**
18 Miller Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 62-120-11

Location: **18 Miller Avenue**

Contractor: Armond Cement Construction Co, Inc.

Charges: \$1,221.20

Sidewalk Survey: #MSW 132-2022

Owner: **Community Housing**
In care of Innovations Inc.
19 Miller Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 62-115-12

Location: **19 Miller Avenue**

Contractor: Armond Cement Construction Co, Inc.

Charges: \$1,392.00

Sidewalk Survey # MSW 230-2021

Owner: **Michelle Thompson**
125 E. Milton Street
Freeport NY, 11520
Sec, Blk., Lot (s): 55-249-92

Location: **125 E Milton Street**

Contractor: Armond Cement Construction Co., Inc.

Charges: \$1,982.05

Pamela Walsh Boening

Pamela Walsh Boening, Village Clerk

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 30, 2022

RE: **Hazardous Sidewalk – 204 E Dean St**

Please inspect the above location to determine if the hazardous condition has been corrected.

1. 204 E. Dean St

Work Completed Work not completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments _____

Signature RWS

Date 8/24/2022

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

June 27, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520



2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 204 E Dean Street

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF	=	161.32 SF X \$8.60	=	\$1,387.35
4 in. sidewalk @ \$10.60/SF (less than 80 SF)	=			
6 in. sidewalk @ \$10.10/SF	=	38 SF X \$10.10	=	\$383.80
6 in. sidewalk @ \$9.60/SF (less than 30 SF)	=			
Curbing @ \$26.00/LF	=	12.5 LF X \$26.00	=	\$325.00
Sawcutting @ \$1.00/LF	=			
		TOTAL	=	\$2,096.15

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: 5/02/22

ADDRESS: 204 ^E D. DEAN ST.

DATE INSPECTION REQUESTED: 4/21/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS

CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED / LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:

4" SW	6" SW
161.32 SF.	38 SF.

CURB TO BE REPLACED: 12.5 L.F.

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 23.83' x 4' 6" 5.6' x 4' / 4' x 4' SAWCUTTING
11' x 4' / 3.5' x 4' / 4' x 2'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY: _____

Robert Malomich DATE 5/02/22

REVIEWED BY: RAP DATE 5/1/22

REPLACE :
4" SW ✓
6" SW ✓
curb ✓

Account #: 200-3767.700

Quick Search: Account #

Tax Year: 2022

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

STEVENS ON JEAN Account 200-3767.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A Service Address 204 E DEAN ST FREEPORT, NY 11520-2421 Services Description Status Model/Size TAX TAX BILLING ACTIVE GARBAGE COLL ACTIVE BILLING < > Cycle 1 - CYCLE 1 Route 200 - ROUTE 200 Service Area 1 - DEFAULT Tax District 1 - VILLAGE OF FREEPORT Mailing Address In Care Of DU-JOUR POINTE MARIE 204 E DEAN ST FREEPORT, NY 11520-2421 No Phone Number Available Account Calendar On Date: 10/05/1998 Last Paid: 03/30/2022 Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH			Account Summaries Site Information - Assessments Refuse Fees \$518.00 Misc Charges - Personal Property \$0.00 Personal Property List \$0.00 Real Property \$5,300.00 Real Property List \$5,300.00 Land \$1,242.00 Building \$4,058.00 Total \$5,300.00 Less Exemptions - TOTAL VALUE \$5,300.00				Balance and Status: Tax <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr><td>2022</td><td>\$3,819.69</td><td></td><td></td></tr> <tr><td>2021</td><td>\$3,819.69</td><td></td><td></td></tr> <tr><td>2020</td><td>\$3,964.31</td><td></td><td></td></tr> <tr><td>2019</td><td>\$3,791.69</td><td></td><td></td></tr> <tr><td>2018</td><td>\$3,791.69</td><td></td><td></td></tr> <tr><td>2017</td><td>\$3,766.69</td><td></td><td></td></tr> <tr><td>2016</td><td>\$3,766.69</td><td></td><td></td></tr> <tr><td>2015</td><td>\$3,766.69</td><td></td><td></td></tr> <tr><td>2014</td><td>\$3,875.24</td><td></td><td></td></tr> <tr><td>2013</td><td>\$3,852.39</td><td></td><td></td></tr> <tr><td>2012</td><td>\$3,614.26</td><td></td><td></td></tr> <tr><td>Total</td><td>\$77,415.33</td><td></td><td></td></tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$3,819.69			2021	\$3,819.69			2020	\$3,964.31			2019	\$3,791.69			2018	\$3,791.69			2017	\$3,766.69			2016	\$3,766.69			2015	\$3,766.69			2014	\$3,875.24			2013	\$3,852.39			2012	\$3,614.26			Total	\$77,415.33		
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Payment Summary <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr><td>03/30/2022</td><td>TAX 1ST 2022</td><td>03/30/2022</td><td>\$1,909.84</td></tr> <tr><td>09/29/2021</td><td>TAX 2ND 2021</td><td>09/29/2021</td><td>\$1,909.85</td></tr> <tr><td>03/31/2021</td><td>TAX 1ST 2021</td><td>03/31/2021</td><td>\$1,909.84</td></tr> </tbody> </table>				Payment Date	Type	Posting Date	Payment	03/30/2022	TAX 1ST 2022	03/30/2022	\$1,909.84	09/29/2021	TAX 2ND 2021	09/29/2021	\$1,909.85	03/31/2021	TAX 1ST 2021	03/31/2021	\$1,909.84	Tax Account Information Map ID 55-241-19 Elderly Lien - Property Class 210 - ONE FAMILY RESIDENCE Ward 1 - TAXABLE Lot Size DIMEN 60.00 X 150.00 COUNTY CLS: 210.01																																										
Payment Date	Type	Posting Date	Payment																																																											
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Warner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 2, 2022

RE: Hazardous Sidewalk – 26 W 4th Street

Please inspect the above location to determine if the hazardous condition has been corrected.

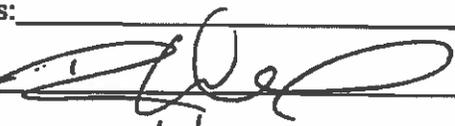
26 W 4th Street

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed YES.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 11/3/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

VILLAGE OF FREEPORT, NY
CLERK'S OFFICE

2022 NOV - 3 A 10: 22

RECEIVED

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 26 W 4th Street

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) = 80 SF = \$848.00

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF = NO CURB

Sawcutting @ \$1.00/LF =

TOTAL = \$848.00

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: 6/30/21

ADDRESS: 26 West 4th Street.

DATE INSPECTION REQUESTED: 11/17/21

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" SW
80 sq. ft.

CURB TO BE REPLACED: 22 LFT

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: V. of F. Manhole 4'x4' covered by Village
16 s.f.

AREAS MARKED OUT FOR REPLACEMENT:
4" 16' x 4' 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY: _____

Robert McCormick DATE 6/30/21

REVIEWED BY: [Signature] DATE 7/17/21

Account #:

200-6963.700

Quick Search:

Account #

Tax Year:

2020

No Account Alerts

TAX

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

RISCHERT HALE Account 200-6963.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Owner Credit Score - A Service Address 26 W FOURTH ST FREEPORT, NY 11520-5734 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td></td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table> Cycle 1 — CYCLE 1 Route 200 — ROUTE 200 Service Area 1 — DEFAULT Tax District 1 — VILLAGE OF FREEPORT Mailing Address 26 W 4TH ST FREEPORT, NY 11520-5734 No Phone Number Available RISCHERT HALE Account Calendar On Date: 03/30/2000 Last Paid: 09/28/2020 Last Bill: 03/01/2020 Due Date: 09/01/2020 ACH Date: Not on ACH			Description	Status	Model/Size	TAX			TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries <table border="1"> <thead> <tr> <th colspan="2">Site Information - Assessments</th> <th colspan="4">Balance and Status: Tax</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$490.00</td> <td>Year</td> <td>Total Tax</td> <td>Delinq. Tax</td> <td>Misc. Chgs.</td> </tr> <tr> <td>Misc Charges</td> <td>-</td> <td>2020</td> <td>\$3,738.81</td> <td></td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> <td>2019</td> <td>\$3,816.93</td> <td></td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> <td>2018</td> <td>\$3,577.39</td> <td></td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$4,956.00</td> <td>2017</td> <td>\$3,552.39</td> <td></td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$4,956.00</td> <td>2016</td> <td>\$3,858.60</td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td>\$1,735.00</td> <td>2015</td> <td>\$3,840.18</td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>\$3,221.00</td> <td>2014</td> <td>\$3,634.62</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$4,956.00</td> <td>2013</td> <td>\$3,634.62</td> <td></td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td>2012</td> <td>\$3,662.98</td> <td></td> <td></td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$4,956.00</td> <td>2011</td> <td>\$3,556.96</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>2010</td> <td>\$3,990.30</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>\$78,666.11</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>09/28/2020</td> <td>TAX 2ND 2020</td> <td>09/28/2020</td> <td>\$1,869.41</td> </tr> <tr> <td>03/25/2020</td> <td>TAX 1ST 2020</td> <td>03/25/2020</td> <td>\$1,869.40</td> </tr> <tr> <td>10/03/2019</td> <td>TAX 2ND 2019</td> <td>10/03/2019</td> <td>\$1,908.47</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Tax Account Information</th> </tr> </thead> <tbody> <tr> <td>Map ID</td> <td>62-064-446</td> </tr> <tr> <td>Elderly Lien</td> <td>-</td> </tr> <tr> <td>Property Class</td> <td>210 - ONE FAMILY RESIDENCE</td> </tr> <tr> <td>Ward</td> <td>1 - TAXABLE</td> </tr> <tr> <td>Lot Size</td> <td>DIMEN 80.00 X 100.00</td> </tr> <tr> <td colspan="2">LOT-GRP:446-449</td> </tr> <tr> <td colspan="2">COUNTY CLS: 210.01</td> </tr> </tbody> </table>				Site Information - Assessments		Balance and Status: Tax				Refuse Fees	\$490.00	Year	Total Tax	Delinq. Tax	Misc. Chgs.	Misc Charges	-	2020	\$3,738.81			Personal Property	\$0.00	2019	\$3,816.93			Personal Property List	\$0.00	2018	\$3,577.39			Real Property	\$4,956.00	2017	\$3,552.39			Real Property List	\$4,956.00	2016	\$3,858.60			Land	\$1,735.00	2015	\$3,840.18			Building	\$3,221.00	2014	\$3,634.62			Total	\$4,956.00	2013	\$3,634.62			Less Exemptions	-	2012	\$3,662.98			TOTAL VALUE	\$4,956.00	2011	\$3,556.96					2010	\$3,990.30					Total	\$78,666.11			Payment Date	Type	Posting Date	Payment	09/28/2020	TAX 2ND 2020	09/28/2020	\$1,869.41	03/25/2020	TAX 1ST 2020	03/25/2020	\$1,869.40	10/03/2019	TAX 2ND 2019	10/03/2019	\$1,908.47	Tax Account Information		Map ID	62-064-446	Elderly Lien	-	Property Class	210 - ONE FAMILY RESIDENCE	Ward	1 - TAXABLE	Lot Size	DIMEN 80.00 X 100.00	LOT-GRP:446-449		COUNTY CLS: 210.01	
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 1, 2022

RE: Hazardous Sidewalk – 41 W. 4th Street

Please inspect the above location to determine if the hazardous condition has been corrected.

41 W. 4th Street

Work Completed ✓ Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: [Signature]

Date: 11/2/22

Cc: Robert Fisenne, Pamela Walsh Boening

VILLAGE OF FREEPORT, NY
CLERK'S OFFICE

2022 NOV - 3 A 10: 22

RECEIVED

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November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

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JOB LOCATION: 41 W 4th Street

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) = 64 SF = \$678.40

6 in. sidewalk @ \$10.10/SF = 32 SF = \$323.20

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$1,001.60

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doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: MAY 9, 2019

ADDRESS: 41 WEST FOURTH STREET

DATE INSPECTION REQUESTED: MARCH 19, 2019

INSPECTION REQUESTED BY: CLINIC'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS CONDITION
REGARDING THE SIDEWALK

INSPECTION REVEALED: CRACKED + UNEVEN SECTIONS OF
SIDEWALK -

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" SW 67 SF 6" SW 32 SF

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 16 x 4 6" 4 x 4 SAWCUTTING _____

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

[Signature] DATE MAY 9, 2019

REVIEWED BY: RAP DATE 5/10/19

Account #
200-6974,700

Quick Search:
Customer Name

Tax Year:
2019

No Account Alerts

TAX

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

HUANG JIANMING Account 200-6974,700 Active Code ACTIVE Status Code NORMAL Social Security ****0000 Driver's License Fast Facts Credit Score - A 3rd Party/Multiple Service Address 41 W FOURTH ST FREEPORT, NY 11520-5709 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>REFUSE BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table>			Description	Status	Model/Size	TAX	ACTIVE		REFUSE BILLING	ACTIVE		Account Summaries Site Information - Assessments <table border="1"> <tbody> <tr> <td>Refuse Fees</td> <td>\$490.00</td> </tr> <tr> <td>Misc Charges</td> <td>\$4,472.80</td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> </tr> <tr> <td>Real Property</td> <td>\$4,900.00</td> </tr> <tr> <td>Real Property List</td> <td>\$4,900.00</td> </tr> <tr> <td>Land</td> <td>\$1,715.00</td> </tr> <tr> <td>Building</td> <td>\$3,185.00</td> </tr> <tr> <td>Total</td> <td>\$4,900.00</td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$4,900.00</td> </tr> </tbody> </table>				Refuse Fees	\$490.00	Misc Charges	\$4,472.80	Personal Property	\$0.00	Personal Property List	\$0.00	Real Property	\$4,900.00	Real Property List	\$4,900.00	Land	\$1,715.00	Building	\$3,185.00	Total	\$4,900.00	Less Exemptions	-	TOTAL VALUE	\$4,900.00	Balance and Status: Tax <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$8,015.30</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$4,960.71</td> <td></td> <td>\$5.00</td> </tr> <tr> <td>2017</td> <td>\$6,057.12</td> <td></td> <td>\$5.00</td> </tr> <tr> <td>2016</td> <td>\$3,661.06</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$3,536.31</td> <td></td> <td>\$5.00</td> </tr> <tr> <td>2014</td> <td>\$3,517.50</td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td>\$4,037.05</td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td>\$3,872.14</td> <td></td> <td></td> </tr> <tr> <td>2011</td> <td>\$3,759.18</td> <td></td> <td></td> </tr> <tr> <td>2010</td> <td>\$3,610.67</td> <td></td> <td></td> </tr> <tr> <td>2009</td> <td>\$3,996.28</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$80,862.40</td> <td></td> <td>\$15.00</td> </tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2019	\$8,015.30			2018	\$4,960.71		\$5.00	2017	\$6,057.12		\$5.00	2016	\$3,661.06			2015	\$3,536.31		\$5.00	2014	\$3,517.50			2013	\$4,037.05			2012	\$3,872.14			2011	\$3,759.18			2010	\$3,610.67			2009	\$3,996.28			Total	\$80,862.40		\$15.00
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Warner, Department of Public Works
FROM: Samantha Hall, Deputy Registrar
DATE: November 3, 2022
RE: Hazardous Sidewalk – 131 Guy Lombardo Ave

Please inspect the above location to determine if the hazardous condition has been corrected.

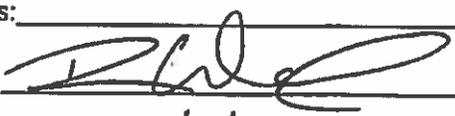
131 Guy Lombardo Avenue

Work Completed ✓ Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: .

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Cc: Robert Fisenne, Pamela Walsh Boening

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INVOICE

November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 131 Guy Lombardo Avenue

REMOVED AND REPLACED:

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4 in. sidewalk @ \$10.60/SF
(less than 80 SF) =

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Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$2,609.13

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doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: 5/26/22

ADDRESS: 131 Guy Lombardo Ave.

DATE INSPECTION REQUESTED: 10/15/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

	4" SW	6" SW
TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:	222 S.F.	69.3 S.F.

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 51' x 4' 6" 17.33' x 4' SAWCUTTING _____

4.5' x 4' _____

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomich DATE 5/26/22

REVIEWED BY: RJR DATE 5/31/22

Account #: 200-7173.700

Quick Search: Account #

Tax Year: 2021

No Account Alerts

TAX

- Summary
- Balance & Status
- Billing
- Payments
- Premise & Devices
- Usage
- Workflow

131 GUY LOMBARDO LLC Account: 200-7173.700 Active Code: ACTIVE Status Code: NORMAL Social Security: *****0000 Driver's License: Fast Facts Credit Score - A Service Address 131 GUY LOMBARDO AVE FREEPORT, NY 11520-4457 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>BILLING</td> <td></td> <td></td> </tr> </tbody> </table> Cycle: 1 - CYCLE 1 Route: 200 - ROUTE 200 Service Area: 1 - DEFAULT Tax District: 1 - VILLAGE OF FREEPORT Mailing Address 29 WEST MAIN ST OYSTER BAY, NY 11771 No Phone Number Available 131 GUY LOMBARDO LLC Account Calendar On Date: 10/05/1998 Last Paid: 09/17/2021 Last Bill: 03/01/2021 Due Date: 09/01/2021 ACH Date: Not on ACH			Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL	ACTIVE		BILLING			Account Summaries <table border="1"> <thead> <tr> <th colspan="2">Site Information - Assessments</th> <th colspan="3">Balance and Status: Tax</th> </tr> <tr> <th></th> <th></th> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> <td>2021</td> <td>\$6,538.68</td> <td></td> <td></td> </tr> <tr> <td>Misc Charges</td> <td>\$196.00</td> <td>2020</td> <td>\$6,869.21</td> <td></td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$.00</td> <td>2019</td> <td>\$6,314.68</td> <td></td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$.00</td> <td>2018</td> <td>\$6,314.68</td> <td></td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$9,350.00</td> <td>2017</td> <td>\$465.00</td> <td></td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$9,350.00</td> <td>2016</td> <td>\$465.00</td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td>\$6,733.00</td> <td>2015</td> <td>\$465.00</td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>\$2,617.00</td> <td>2014</td> <td>\$465.00</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$9,350.00</td> <td>2013</td> <td>\$465.00</td> <td></td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td>2012</td> <td>\$465.00</td> <td></td> <td></td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$9,350.00</td> <td>2011</td> <td>\$465.00</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>\$35,350.65</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Payment Data</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>09/17/2021</td> <td>TAX 2ND 2021</td> <td>09/17/2021</td> <td>\$3,269.34</td> </tr> <tr> <td>03/25/2021</td> <td>TAX 1ST 2021</td> <td>03/25/2021</td> <td>\$3,269.34</td> </tr> <tr> <td>09/14/2020</td> <td>TAX 2ND 2020</td> <td>09/14/2020</td> <td>\$3,434.61</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Tax Account Information</th> </tr> </thead> <tbody> <tr> <td>Map ID</td> <td>62-075-33</td> </tr> <tr> <td>Elderly Lien</td> <td>-</td> </tr> <tr> <td>Property Class</td> <td>210 - ONE FAMILY RESIDENCE</td> </tr> <tr> <td>Ward</td> <td>1 - TAXABLE</td> </tr> <tr> <td>Lot Size</td> <td>DIMEN 104.00 X 125.00</td> </tr> <tr> <td colspan="2">COUNTY CLS: 210.01</td> </tr> </tbody> </table>				Site Information - Assessments		Balance and Status: Tax					Year	Total Tax	Delinq. Tax	Misc. Chgs.	Refuse Fees	\$518.00	2021	\$6,538.68			Misc Charges	\$196.00	2020	\$6,869.21			Personal Property	\$.00	2019	\$6,314.68			Personal Property List	\$.00	2018	\$6,314.68			Real Property	\$9,350.00	2017	\$465.00			Real Property List	\$9,350.00	2016	\$465.00			Land	\$6,733.00	2015	\$465.00			Building	\$2,617.00	2014	\$465.00			Total	\$9,350.00	2013	\$465.00			Less Exemptions	-	2012	\$465.00			TOTAL VALUE	\$9,350.00	2011	\$465.00					Total	\$35,350.65			Payment Data	Type	Posting Date	Payment	09/17/2021	TAX 2ND 2021	09/17/2021	\$3,269.34	03/25/2021	TAX 1ST 2021	03/25/2021	\$3,269.34	09/14/2020	TAX 2ND 2020	09/14/2020	\$3,434.61	Tax Account Information		Map ID	62-075-33	Elderly Lien	-	Property Class	210 - ONE FAMILY RESIDENCE	Ward	1 - TAXABLE	Lot Size	DIMEN 104.00 X 125.00	COUNTY CLS: 210.01	
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Warner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 3, 2022

RE: **Hazardous Sidewalk – 279 Lena Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

279 Lena Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 11/3/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 279 Lena Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) = 37.4 SF = \$396.44

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$396.44

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: 5/20/22

ADDRESS: 279 Lena Ave.

DATE INSPECTION REQUESTED: 3/03/22

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS

CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 37.4 S.F.

4" SW ~~6" SW~~

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 4.5' x 4' 6" _____ SAWCUTTING _____

4.83' x 4' _____

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McLamich DATE 5/20/22

REVIEWED BY: RAR DATE 5/24/22

Account #: 200-0605.700

Quick Search: Account #

Tax Year: 2022

No Account Alerts

TAX

- Summary
- Balance & Status
- Billing
- Payments
- Premise & Devices
- Usage
- Workflow

TABOADA MARGARET Account 200-0605.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A Service Address 279 LENA AVE FREEPORT, NY 11520-2628 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>BILLING</td> <td></td> <td></td> </tr> </tbody> </table> Cycle 1 - CYCLE 1 Route 200 - ROUTE 200 Service Area 1 - DEFAULT Tax District 1 - VILLAGE OF FREEPORT Mailing Address In Care Of EISELE FRED 279 LENA AVE FREEPORT, NY 11520-2628 No Phone Number Available Account Calendar On Date: 10/05/1998 Last Paid: Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH			Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL	ACTIVE		BILLING			Account Summaries Site Information - Assessments <table border="1"> <thead> <tr> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> <td></td> </tr> <tr> <td>Misc Charges</td> <td>-</td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$6,563.00</td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$6,563.00</td> <td></td> </tr> <tr> <td>Land</td> <td>\$1,831.00</td> <td></td> </tr> <tr> <td>Building</td> <td>\$4,732.00</td> <td></td> </tr> <tr> <td>Total</td> <td>\$6,563.00</td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td></td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$6,563.00</td> <td></td> </tr> </tbody> </table> Balance and Status: Tax <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$4,606.49</td> <td>\$2,303.24</td> <td></td> </tr> <tr> <td>2021</td> <td>\$4,606.49</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>\$4,792.24</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>\$4,578.49</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$4,578.49</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td>\$4,553.49</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td>\$4,553.49</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$4,553.49</td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td>\$4,553.49</td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td>\$5,897.21</td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td>\$5,425.98</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$96,297.90</td> <td>\$2,303.24</td> <td></td> </tr> </tbody> </table> Payment Summary <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>09/08/2021</td> <td>TAX 2ND 2021</td> <td>09/08/2021</td> <td>\$2,303.25</td> </tr> </tbody> </table> Tax Account Information Map ID 54-064-50 Elderly Lien - Property Class 210 - ONE FAMILY RESIDENCE Ward 1 - TAXABLE Lot Size DIMEN 75.00 X 140.00 COUNTY CLS: 210.01							Refuse Fees	\$518.00		Misc Charges	-		Personal Property	\$0.00		Personal Property List	\$0.00		Real Property	\$6,563.00		Real Property List	\$6,563.00		Land	\$1,831.00		Building	\$4,732.00		Total	\$6,563.00		Less Exemptions	-		TOTAL VALUE	\$6,563.00		Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$4,606.49	\$2,303.24		2021	\$4,606.49			2020	\$4,792.24			2019	\$4,578.49			2018	\$4,578.49			2017	\$4,553.49			2016	\$4,553.49			2015	\$4,553.49			2014	\$4,553.49			2013	\$5,897.21			2012	\$5,425.98			Total	\$96,297.90	\$2,303.24		Payment Date	Type	Posting Date	Payment	09/08/2021	TAX 2ND 2021	09/08/2021	\$2,303.25
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 9, 2022

RE: Hazardous Sidewalk – 207 S. Long Beach

Please inspect the above location to determine if the hazardous condition has been corrected.

207 S. Long Beach

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 11/12/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 207 S Long Beach Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 202 SF = \$1,737.20

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF = 4 LF = \$4.00

TOTAL = \$1,741.20

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: 11-25-20

ADDRESS: 207 S. LONG BEACH AVENUE

DATE INSPECTION REQUESTED: 10-20-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED
SECTIONS OF SIDEWALK 4" SW

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 202 sq. ft.

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 22.5' x 4' 6" SAWCUTTING 4 ft.
20' x 4' , 8' x 4'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McCormick DATE 11-25-20

REVIEWED BY: [Signature] DATE 12/2/20

Account #: 200-8545.700

Quick Search: Account #

Tax Year: 2020

No Account Alerts

TAX

- Summary
- Balance & Status
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- Usage
- Workflow

JONES JEAN Account: 200-8545.700 Active Code: ACTIVE Status Code: NORMAL Social Security: *****0000 Driver's License: Fast Facts: Owner: Credit Score - A Open Work Order (1): Service Address: 207 S LONG BEACH AVE FREEPORT, NY 11520-4334 Services: Description Status Model/Size TAX BILLING ACTIVE GARBAGE COLL. BILLING ACTIVE Cycle: 1 - CYCLE 1 Route: 200 - ROUTE 200 Service Area: 1 - DEFAULT Tax District: 1 - VILLAGE OF FREEPORT Mailing Address: 207 S LONG BEACH AVE FREEPORT, NY 11520-4334 No Phone Number Available JONES JEAN Account Calendar: On Date: 10/05/1998 Last Paid: 09/28/2020 Last Bill: 03/01/2020 Due Date: 09/01/2020 ACH Date: Not on ACH			Account Summaries Site Information - Assessments <table border="1"> <tr> <td>Refuse Fees</td> <td>\$490.00</td> <td>Balance and Status: Tax</td> <td>Year</td> <td>Total Tax</td> <td>Delinq. Tax</td> <td>Misc. Chge.</td> </tr> <tr> <td>Misc Charges</td> <td>\$359.48</td> <td>2020</td> <td>\$5,154.35</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> <td>2019</td> <td>\$4,933.18</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> <td>2018</td> <td>\$4,645.33</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$6,567.00</td> <td>2017</td> <td>\$4,818.82</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$6,567.00</td> <td>2016</td> <td>\$4,837.27</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td>\$2,894.00</td> <td>2015</td> <td>\$4,838.18</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>\$3,673.00</td> <td>2014</td> <td>\$4,859.88</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$6,567.00</td> <td>2013</td> <td>\$4,754.82</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td>2012</td> <td>\$4,686.12</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$6,567.00</td> <td>2011</td> <td>\$4,550.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>2010</td> <td>\$4,067.66</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>\$87,476.17</td> <td></td> <td></td> <td></td> </tr> </table>				Refuse Fees	\$490.00	Balance and Status: Tax	Year	Total Tax	Delinq. Tax	Misc. Chge.	Misc Charges	\$359.48	2020	\$5,154.35				Personal Property	\$0.00	2019	\$4,933.18				Personal Property List	\$0.00	2018	\$4,645.33				Real Property	\$6,567.00	2017	\$4,818.82				Real Property List	\$6,567.00	2016	\$4,837.27				Land	\$2,894.00	2015	\$4,838.18				Building	\$3,673.00	2014	\$4,859.88				Total	\$6,567.00	2013	\$4,754.82				Less Exemptions	-	2012	\$4,686.12				TOTAL VALUE	\$6,567.00	2011	\$4,550.00						2010	\$4,067.66						Total	\$87,476.17			
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 9, 2022

RE: **Hazardous Sidewalk – 259 Maryland Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

259 Maryland Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 11/12/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 259 Maryland Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF	=			
4 in. sidewalk @ \$10.60/SF (less than 80 SF)	=	32 SF	=	\$339.20
6 in. sidewalk @ \$10.10/SF	=			
6 in. sidewalk @ \$9.60/SF (less than 30 SF)	=			
Curbing @ \$26.00/LF	=	22 LF	=	\$572.00
Sawcutting @ \$1.00/LF	=	8 LF	=	\$8.00
		TOTAL	=	\$919.20

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: 5/11/22

ADDRESS: 259 Maryland Ave.

DATE INSPECTION REQUESTED: 09/13/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS

CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" SW ~~12~~ 32 S.F.

CURB TO BE REPLACED: 22 L.F.

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" (2) 4'x4' 6" SAWCUTTING 8 LF

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melanich DATE 5/11/22

REVIEWED BY: R/P DATE 5/13/22

Account #:

200-0287.700

Quick Search:

Account #

Tax Year:

2022

TAX

No Account Alerts

Summary

Balance & Status

Billing

Payments

Premise & Devices

Usage

Workflow

MANNING KYLE & JASMINE Account 200-0287.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A Service Address 259 MARYLAND AVE FREEPORT, NY 11520-1014 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table> Cycle 1 - CYCLE 1 Route 200 - ROUTE 200 Service Area 1 - DEFAULT Tax District 1 - VILLAGE OF FREEPORT Mailing Address 259 MARYLAND AVE FREEPORT, NY 11520-1014 No Phone Number Available MANNING KYLE & JASMINE Account Calendar On Date: 10/05/1998 Last Paid: 03/30/2022 Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH			Description	Status	Model/Size	TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries <table border="1"> <thead> <tr> <th colspan="2">Site Information - Assessments</th> <th colspan="4">Balance and Status: Tax</th> </tr> <tr> <th></th> <th></th> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> <td>2022</td> <td>\$5,362.14</td> <td></td> <td></td> </tr> <tr> <td>Misc Charges</td> <td>-</td> <td>2021</td> <td>\$4,998.95</td> <td></td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$.00</td> <td>2020</td> <td>\$5,181.63</td> <td></td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$.00</td> <td>2019</td> <td>\$4,930.46</td> <td></td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$7,776.00</td> <td>2018</td> <td>\$4,927.97</td> <td></td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$7,776.00</td> <td>2017</td> <td>\$4,880.54</td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td>\$2,400.00</td> <td>2016</td> <td>\$4,960.28</td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>\$5,376.00</td> <td>2015</td> <td>\$4,944.71</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$7,776.00</td> <td>2014</td> <td>\$4,965.26</td> <td></td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td>2013</td> <td>\$4,980.84</td> <td></td> <td></td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$7,776.00</td> <td>2012</td> <td>\$4,793.75</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>\$101,564.71</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="5">Payment Summary</th> <th colspan="2">Tax Account Information</th> </tr> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> <th>Map ID</th> <th colspan="2">36-527--2</th> </tr> </thead> <tbody> <tr> <td>03/30/2022</td> <td>TAX 1ST 2022</td> <td>03/30/2022</td> <td>\$2,681.07</td> <td>Elderly Lien</td> <td colspan="2">-</td> </tr> <tr> <td>09/01/2021</td> <td>TAX 2ND 2021</td> <td>09/01/2021</td> <td>\$2,499.48</td> <td>Property Class</td> <td colspan="2">210 - ONE FAMILY RESIDENCE</td> </tr> <tr> <td>04/27/2021</td> <td>TAX COL 2021</td> <td>04/27/2021</td> <td>\$124.97</td> <td>Ward</td> <td colspan="2">1 - TAXABLE</td> </tr> <tr> <td>04/27/2021</td> <td>TAX 1ST 2021</td> <td>04/27/2021</td> <td>\$2,499.47</td> <td>Lot Size</td> <td colspan="2">DIMEN 89.00 X 100.00</td> </tr> </tbody> </table> <p>COUNTY CLS: 210.01</p>				Site Information - Assessments		Balance and Status: Tax						Year	Total Tax	Delinq. Tax	Misc. Chgs.	Refuse Fees	\$518.00	2022	\$5,362.14			Misc Charges	-	2021	\$4,998.95			Personal Property	\$.00	2020	\$5,181.63			Personal Property List	\$.00	2019	\$4,930.46			Real Property	\$7,776.00	2018	\$4,927.97			Real Property List	\$7,776.00	2017	\$4,880.54			Land	\$2,400.00	2016	\$4,960.28			Building	\$5,376.00	2015	\$4,944.71			Total	\$7,776.00	2014	\$4,965.26			Less Exemptions	-	2013	\$4,980.84			TOTAL VALUE	\$7,776.00	2012	\$4,793.75					Total	\$101,564.71			Payment Summary					Tax Account Information		Payment Date	Type	Posting Date	Payment	Map ID	36-527--2		03/30/2022	TAX 1ST 2022	03/30/2022	\$2,681.07	Elderly Lien	-		09/01/2021	TAX 2ND 2021	09/01/2021	\$2,499.48	Property Class	210 - ONE FAMILY RESIDENCE		04/27/2021	TAX COL 2021	04/27/2021	\$124.97	Ward	1 - TAXABLE		04/27/2021	TAX 1ST 2021	04/27/2021	\$2,499.47	Lot Size	DIMEN 89.00 X 100.00	
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 9, 2022

RE: **Hazardous Sidewalk – 18 Miller Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

18 Miller Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 11/12/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

Armond Cement Contracting Co., Inc.

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INVOICE

November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 18 Miller Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 142 SF = \$1,221.20

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$1,221.20

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: AUG 30, 2022

ADDRESS: 18 MILLER AVENUE

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 142 6"

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" $31.5 \times 4 = 126$ $(4 \times 4 = 16)$ 6" _____ SAWCUTTING _____

INSPECTION PERFORMED BY: _____

DATE: 8/30/22

REVIEWED BY: _____

DATE: 9/1/22

18 MILLER AVENUE

REMOVE & REPLACE:	UNITS	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	\$8.60	140 x 8.60 = 1,221.20
4" CONCRETE (LESS THAN 80 S.F.)	S.F.	\$10.60	
6" CONCRETE (MORE THAN 30 S.F.)	S.F.	\$10.10	
6" CONCRETE (LESS THAN 30 S.F.)	S.F.	\$9.60	
CONCRETE CURB	S.F.	\$26.00	
SAWCUTTING	S.F.	\$1.00	
RESET 4" BRICK PAVERS	S.F.	\$8.00	
RESET 6" BRICK PAVERS	S.F.	\$8.00	

Account #: 200-8550.700

Quick Search: Account #

Tax Year: 2022

No Account Alerts

TAX

- Summary
- Balance & Status
- Billing
- Payments
- Premise & Devices
- Usage
- Workflow

HERNANDEZ CARMEN Account: 200-8550.700 Active Code: ACTIVE Status Code: NORMAL Social Security: *****0000 Driver's License: <hr/> Fast Facts Owner: Credit Score - A: <hr/> Service Address 18 MILLER AVE FREEPORT, NY 11520-4318 <hr/> Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table> <hr/> Cycle: 1 - CYCLE 1 Route: 200 - ROUTE 200 Service Area: 1 - DEFAULT Tax District: 1 - VILLAGE OF FREEPORT <hr/> Mailing Address 18 MILLER AVE FREEPORT, NY 11520-4318 No Phone Number Available HERNANDEZ CARMEN <hr/> Account Calendar On Date: 03/31/2000 Last Paid: 03/30/2022 Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH		Description	Status	Model/Size	TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries <hr/> Site Information - Assessments <table border="1"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> </tr> <tr> <td>Misc Charges</td> <td>-</td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> </tr> <tr> <td>Real Property</td> <td>\$6,000.00</td> </tr> <tr> <td>Real Property List</td> <td>\$6,000.00</td> </tr> <tr> <td>Land</td> <td>\$1,592.00</td> </tr> <tr> <td>Building</td> <td>\$4,408.00</td> </tr> <tr> <td>Total</td> <td>\$6,000.00</td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$6,000.00</td> </tr> </tbody> </table> <hr/> Balance and Status: Tax <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chge.</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$4,255.76</td> <td></td> <td></td> </tr> <tr> <td>2021</td> <td>\$4,255.76</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>\$4,651.79</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>\$4,412.12</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$4,227.76</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td>\$4,202.76</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td>\$4,488.60</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$4,202.76</td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td>\$4,202.76</td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td>\$4,202.76</td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td>\$4,030.20</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$84,412.73</td> <td></td> <td></td> </tr> </tbody> </table> <hr/> Payment Summary <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>03/30/2022</td> <td>TAX 1ST 2022</td> <td>03/30/2022</td> <td>\$2,127.88</td> </tr> <tr> <td>09/29/2021</td> <td>TAX 2ND 2021</td> <td>09/29/2021</td> <td>\$2,127.88</td> </tr> <tr> <td>03/31/2021</td> <td>TAX 1ST 2021</td> <td>03/31/2021</td> <td>\$2,127.88</td> </tr> </tbody> </table> <hr/> Tax Account Information <table border="1"> <tbody> <tr> <td>Map ID</td> <td>62-120-11</td> </tr> <tr> <td>Elderly Lien</td> <td>-</td> </tr> <tr> <td>Property Class</td> <td>210 - ONE FAMILY RESIDENCE</td> </tr> <tr> <td>Ward</td> <td>1 - TAXABLE</td> </tr> <tr> <td>Lot Size</td> <td>DIMEN 52.00 X 118.00</td> </tr> <tr> <td>COUNTY CLS:</td> <td>210.01</td> </tr> </tbody> </table>				Item	Amount	Refuse Fees	\$518.00	Misc Charges	-	Personal Property	\$0.00	Personal Property List	\$0.00	Real Property	\$6,000.00	Real Property List	\$6,000.00	Land	\$1,592.00	Building	\$4,408.00	Total	\$6,000.00	Less Exemptions	-	TOTAL VALUE	\$6,000.00	Year	Total Tax	Delinq. Tax	Misc. Chge.	2022	\$4,255.76			2021	\$4,255.76			2020	\$4,651.79			2019	\$4,412.12			2018	\$4,227.76			2017	\$4,202.76			2016	\$4,488.60			2015	\$4,202.76			2014	\$4,202.76			2013	\$4,202.76			2012	\$4,030.20			Total	\$84,412.73			Payment Date	Type	Posting Date	Payment	03/30/2022	TAX 1ST 2022	03/30/2022	\$2,127.88	09/29/2021	TAX 2ND 2021	09/29/2021	\$2,127.88	03/31/2021	TAX 1ST 2021	03/31/2021	\$2,127.88	Map ID	62-120-11	Elderly Lien	-	Property Class	210 - ONE FAMILY RESIDENCE	Ward	1 - TAXABLE	Lot Size	DIMEN 52.00 X 118.00	COUNTY CLS:	210.01
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 9, 2022

RE: **Hazardous Sidewalk – 19 Miller Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

19 Miller Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 11/12/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

November 13, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 19 Miller Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 144 SF = \$1,238.40

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF =

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) = 16 SF = \$153.60

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$1,392.00

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

DATE: AUG 30, 2022

ADDRESS: 19 MILLER AVENUE

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 144 6" 16

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" (28x4=112)(8x4=32) 6" 4x4=16 SAWCUTTING _____

INSPECTION PERFORMED BY: [Signature] DATE: 8/30/22

REVIEWED BY: [Signature] DATE: 9/1/22

Account #: 200-8497.700

Quick Search: Account #

Tax Year: 2022

No Account Alerts

TAX

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

COMMUNITY HOUSING Account: 200-8497.700 Active Code: ACTIVE Status Code: NORMAL Social Security: ****0000 Driver's License:			Account Summaries Site Information - Assessments Refuse Fees: \$1,006.00 Misc Charges: - Personal Property: \$0.00 Personal Property List: \$0.00 Real Property: \$7,200.00 Real Property List: \$7,200.00 Land: \$2,462.00 Building: \$4,738.00 Total: \$7,200.00 Less Exemptions: \$7,200.00 TOTAL VALUE: \$0.00				Balance and Status: Tax <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr><td>2022</td><td>\$1,006.00</td><td></td><td></td></tr> <tr><td>2021</td><td>\$1,006.00</td><td></td><td></td></tr> <tr><td>2020</td><td>\$950.00</td><td></td><td></td></tr> <tr><td>2019</td><td>\$1,125.65</td><td></td><td></td></tr> <tr><td>2018</td><td>\$950.00</td><td></td><td></td></tr> <tr><td>2017</td><td>\$900.00</td><td></td><td></td></tr> <tr><td>2016</td><td>\$900.00</td><td></td><td></td></tr> <tr><td>2015</td><td>\$900.00</td><td></td><td></td></tr> <tr><td>2014</td><td>\$900.00</td><td></td><td></td></tr> <tr><td>2013</td><td>\$900.00</td><td></td><td></td></tr> <tr><td>2012</td><td>\$900.00</td><td></td><td></td></tr> <tr><td>Total</td><td>\$44,430.10</td><td></td><td></td></tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$1,006.00			2021	\$1,006.00			2020	\$950.00			2019	\$1,125.65			2018	\$950.00			2017	\$900.00			2016	\$900.00			2015	\$900.00			2014	\$900.00			2013	\$900.00			2012	\$900.00			Total	\$44,430.10		
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VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Robert Fisenne, Superintendent of Public Works

FROM: Samantha Hall, Clerk Laborer

DATE: September 27, 2022

RE: Hazardous Sidewalk – 125 E. Milton Street

Please inspect the above location to determine if the hazardous condition has been corrected.

125 E. Milton Street

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed Yes.

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: [Handwritten Signature]

Date: 9-27-2022

Cc: Ben Terzulli, Sabrina Lafleur, Anthony Esposito

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

September 29, 2022

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520



2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 125 E. Milton Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF	=	112 SF	=	\$963.20
4 in. sidewalk @ \$10.60/SF (less than 80 SF)	=			
6 in. sidewalk @ \$10.10/SF	=			
6 in. sidewalk @ \$9.60/SF (less than 30 SF)	=	73.63 SF	=	\$706.85
Curbing @ \$26.00/LF	=	12 LF	=	\$312.00
Sawcutting @ \$1.00/LF	=			
		TOTAL	=	\$1,982.05

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com*

SIDEWALK INSPECTION FORM

Revision

DATE: 5/20/22

6/17/22

ADDRESS: 125 E. Milton St.

DATE INSPECTION REQUESTED: 10/15/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:

<small>FSW</small>	<small>FSW</small>
112 S.F.	73.63 SF.

CURB TO BE REPLACED: 12 L.F.

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 20'x4' / 8'x4' | 6" 8'x4' SAWCUTTING
9.25' x 4.5'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Malanich DATE 5/20/22

REVIEWED BY: hpr DATE 5/24/22

Account #: 200-3975.700

Quick Search: Account #

Tax Year: 2021

No Account Alerts

TAX

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

THOMPSON MICHELLE Account 200-3975.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A 3rd Party/Multiple Service Address 125 E MILTON ST FREEPORT, NY 11520-2317 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table>			Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries Site Information - Assessments <table border="1"> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> </tr> <tr> <td>Misc Charges</td> <td>-</td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> </tr> <tr> <td>Real Property</td> <td>\$3,110.00</td> </tr> <tr> <td>Real Property List</td> <td>\$3,110.00</td> </tr> <tr> <td>Land</td> <td>\$788.00</td> </tr> <tr> <td>Building</td> <td>\$2,322.00</td> </tr> <tr> <td>Total</td> <td>\$3,110.00</td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$3,110.00</td> </tr> </tbody> </table>				Refuse Fees	\$518.00	Misc Charges	-	Personal Property	\$0.00	Personal Property List	\$0.00	Real Property	\$3,110.00	Real Property List	\$3,110.00	Land	\$788.00	Building	\$2,322.00	Total	\$3,110.00	Less Exemptions	-	TOTAL VALUE	\$3,110.00	Balance and Status: Tax <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$2,455.41</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>\$2,528.70</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>\$2,427.41</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$2,427.41</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td>\$2,402.41</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td>\$2,402.41</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$2,402.41</td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td>\$2,811.11</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$56,122.24</td> <td></td> <td>\$10.00</td> </tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2021	\$2,455.41			2020	\$2,528.70			2019	\$2,427.41			2018	\$2,427.41			2017	\$2,402.41			2016	\$2,402.41			2015	\$2,402.41			2014	\$2,811.11			Total	\$56,122.24		\$10.00
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Cycle 1 - CYCLE 1 Route 200 - ROUTE 200 Service Area -1 - DEFAULT Tax District 1 - VILLAGE OF FREEPORT Mailing Address 125 E MILTON ST FREEPORT, NY 11520-2317 No Phone Number Available THOMPSON MICHELLE Account Calendar <table border="1"> <tbody> <tr> <td>On Date:</td> <td>10/05/1998</td> </tr> <tr> <td>Last Paid:</td> <td>09/29/2021</td> </tr> <tr> <td>Last Bill:</td> <td>03/01/2021</td> </tr> <tr> <td>Due Date:</td> <td>09/01/2021</td> </tr> <tr> <td>ACH Date:</td> <td>Not on ACH</td> </tr> </tbody> </table>			On Date:	10/05/1998	Last Paid:	09/29/2021	Last Bill:	03/01/2021	Due Date:	09/01/2021	ACH Date:	Not on ACH	Payment Summary <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>09/29/2021</td> <td>TAX 2ND 2021</td> <td>09/29/2021</td> <td>\$1,227.71</td> </tr> <tr> <td>03/31/2021</td> <td>TAX 1ST 2021</td> <td>03/31/2021</td> <td>\$1,227.70</td> </tr> <tr> <td>09/25/2020</td> <td>TAX 2ND 2020</td> <td>09/25/2020</td> <td>\$1,264.35</td> </tr> </tbody> </table>		Payment Date	Type	Posting Date	Payment	09/29/2021	TAX 2ND 2021	09/29/2021	\$1,227.71	03/31/2021	TAX 1ST 2021	03/31/2021	\$1,227.70	09/25/2020	TAX 2ND 2020	09/25/2020	\$1,264.35	Tax Account Information <table border="1"> <tbody> <tr> <td>Map ID</td> <td>55-249-92</td> </tr> <tr> <td>Elderly Lien</td> <td>-</td> </tr> <tr> <td>Property Class</td> <td>210 - ONE FAMILY RESIDENCE</td> </tr> <tr> <td>Ward</td> <td>1 - TAXABLE</td> </tr> <tr> <td>Lot Size</td> <td>DIMEN 48.00 X 100.00</td> </tr> <tr> <td colspan="2">COUNTY CLS: 210.01</td> </tr> </tbody> </table>		Map ID	55-249-92	Elderly Lien	-	Property Class	210 - ONE FAMILY RESIDENCE	Ward	1 - TAXABLE	Lot Size	DIMEN 48.00 X 100.00	COUNTY CLS: 210.01																																									
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INTER-OFFICE CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

TO: Mayor Robert Kennedy, Board of Trustees
FROM: Carmen Ramos, Village Court Clerk
DATE: November 10, 2022
SUBJECT: Renewal of Contract for Court Interpreters

At this time, it is respectfully requested that the renewal of the Court Interpreters contracts be granted for additional 2 years (3/1/23 through 2/28/2025). The current contract expires 2/28/2023.

This contract covers the interpreting services during all court sessions as well as all conferences with the Village Prosecutors, defense attorneys, family members and the Police Department.

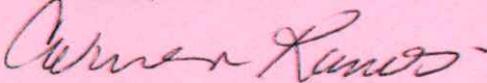
The fee per session is \$150.00. Budget line A111004 545700 for each of the two interpreters. There is sufficient funding in Budget line A111004 545700 for this expenditure.

Ms. Viviane Higgins, 16 Crabapple Lane, Apt. 3D, Commack, NY 11725

The services the interpreters provide are a vital and crucial to ensure that such defendants understand all legal proceedings.

It is the recommendation of the Village Justice that the Board of Trustees approve the renewal of such contracts.

Respectfully submitted,

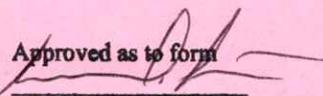


Carmen Ramos

Village Court Clerk

Freeport Village Court

Approved as to form



Village Attorney

11/15/2022

It was moved by Trustee _____, seconded by Trustee _____, that the following be adopted:

WHEREAS, the Freeport Village Court utilizes the services of two Court interpreters, to wit: Viviane Higgins and Mildred Menendez; and,

WHEREAS, the current personal services contracts for said individuals are due to expire on February 28, 2023 and it is respectfully requested that the renewal of the Court Interpreters contract be granted for two (2) years beginning March 1, 2023 through February 28, 2025; and

WHEREAS, the fee per session is \$150.00 and budget line A111004 545700 has been allocated for this expenditure with no change to the current rate and an expected expenditure of \$12,000.00 to \$14,000.00 per interpreter and there are sufficient funds available in budget line; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate agreements between the Village of Freeport and Viviane Higgins, 16 Crabapple Lane, Commack, New York 11725 be granted for a two-year term effective March 1, 2023 and ending February 28, 2025, to interpret in the Freeport Village Court for a not to exceed cost of \$150.00 per session.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Village Attorney

11/15/2022

Professional Services Agreement

by and between

INCORPORATED VILLAGE OF FREEPORT

and

VIVIANE HIGGINS

March 1, 2023 to February 28, 2025

**Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York, 11520**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the ___ day of February 2023, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and Viviane Higgins residing at 16 Crabapple Lane, Commack, New York 11520 (hereinafter referred to as "HIGGINS")

WITNESSETH:

WHEREAS, the Village of Freeport requires the services of per diem interpreter for the Freeport Village Court;

WHEREAS, the Village currently engages the professional services of HIGGINS to provide translation in the Freeport Village Court;

WHEREAS, the Village of Freeport wishes continue its relationship with HIGGINS;

NOW THEREFORE, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. *Employment*

IVF hereby employs HIGGINS as an independent contractor, and HIGGINS hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 28, 2025, and the right on the part of either party to cancel this Agreement upon written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of for services rendered by HIGGINS shall be paid pursuant to paragraph 3 hereof.

3. *Compensation and Hours*

- A. HIGGINS shall be paid at the rates of \$150.00 per Court Session
- B. Claims for this service shall be made on claim forms furnished by the Village Treasurer certified as approved by the Mayor and Board of Trustees.

4. *Duties*

HIGGINS shall provide translation services within the Freeport Village Court.

5. *General Release*

The acceptance by HIGGINS of any payment made under this agreement shall operate on and shall be a release to the Village from all claims and liability to HIGGINS, its successors, legal representatives, and assigns, for anything done or furnished under or by provisions of this agreement.

6. *Extent of Services*

HIGGINS shall devote such time, attention and energies to the IVF as is required. HIGGINS shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that HIGGINS shall not disclose any information, IVF documents and/or other information given to or acquired by HIGGINS in the course of performing her duties.

7. *No Participation*

HIGGINS acknowledges and agrees that this contract shall not give or extend to HIGGINS, or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to HIGGINS under the terms of this Agreement.

8. *Death or Disability*

If due to death, disability or illness, any of the owners, agents, or partners of HIGGINS is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to HIGGINS.

9. *Assignment*

This Agreement may not be assigned by HIGGINS without the prior written consent of IVF.

10. *Notices*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (I) delivered personally, or (II) by the mailing of such notices to

the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, New York 11520

VIVIANE HIGGINS
16 Crabapple Lane
Commack, New York 11725

11. *Entire Agreement and Waiver*

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provisions, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

12. *Amendments*

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

13. *Non-Discrimination*

HIGGINS will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. HIGGINS will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, notices to be provided to IVF setting forth the provisions of this non-discrimination clause

14. *Parties in Interest*

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

15. *Severability*

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

16. *Subject Headings*

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

17. *Applicable Law*

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

18. *Disclosure*

HIGGINS hereby affirmatively states that no elected official, officer or employee of IVF has any interest in HIGGINS.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By: _____
MAYOR ROBERT T. KENNEDY

VIVIANE HIGGINS

Approved as to form:

Howard E. Colton
Village Attorney

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Carmen Ramos, Village Court Clerk January 27, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 25, 2021:

It was moved by Trustee Squeri, seconded by Deputy Mayor Ellerbe, that the following resolution be adopted:

WHEREAS, the Freeport Village Court utilizes the services of two Court interpreters, to wit: Viviane Higgins and Mildred Menendez; and,

WHEREAS, the current personal services contracts for said individuals are due to expire on February 28, 2021 and it is respectfully requested that the renewal of the Court Interpreters contract be granted for two (2) years beginning March 1, 2021 through February 28, 2023; and

WHEREAS, the fee per session is \$150.00 and budget line A111004 545700 has been allocated for this expenditure with no change to the current rate and an expected expenditure of \$12,000.00 to \$14,000.00 per interpreter and there are sufficient funds available in budget line; and

NOW THEREFORE BE IT RESOLVED that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate agreements between the Village of Freeport and Viviane Higgins, 16 Crabapple Lane, Commack, New York 11725 be granted for a two-year term effective March 1, 2021 and ending February 28, 2023, to interpret in the Freeport Village Court for a not to exceed cost of \$150.00 per session.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Piñeyro	In Favor
Trustee Squeri	In Favor
Mayor Kennedy	In Favor

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

X Court

X Purchasing

INTER-OFFICE CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

TO: Mayor Robert Kennedy, Board of Trustees
FROM: Carmen Ramos, Village Court Clerk
DATE: November 10, 2022
SUBJECT: Renewal of Contract for Court Interpreters

At this time, it is respectfully requested that the renewal of the Court Interpreters contracts be granted for additional 2 years (3/1/23 through 2/28/2025). The current contract expires 2/28/2023.

This contract covers the interpreting services during all court sessions as well as all conferences with the Village Prosecutors, defense attorneys, family members and the Police Department.

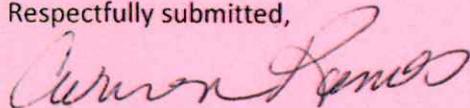
The fee per session is \$150.00. Budget line A111004 545700 for each of the two interpreters. There is sufficient funding in Budget line A111004 545700 for this expenditure.

Ms. Mildred Menendez, 250 West Merrick Rd., Apt. 3D, Freeport, NY 11520.

The services the interpreters provide are a vital and crucial to ensure that such defendants understand all legal proceedings.

It is the recommendation of the Village Justice that the Board of Trustees approve the renewal of such contracts.

Respectfully submitted,

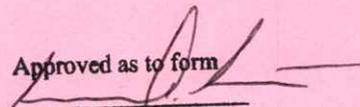


Carmen Ramos

Village Court Clerk

Freeport Village Court

Approved as to form



Village Attorney

11/15/2022

It was moved by Trustee _____, seconded by Trustee _____, that the following be adopted:

WHEREAS, the Freeport Village Court utilizes the services of two Court interpreters, to wit: Viviane Higgins and Mildred Menendez; and,

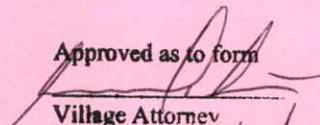
WHEREAS, the current personal services contracts for said individuals are due to expire on February 28, 2023 and it is respectfully requested that the renewal of the Court Interpreters contract be granted for two (2) years beginning March 1, 2023 through February 28, 2025; and

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NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate agreements between the Village of Freeport and Mildred Menendez, 250 West Merrick Road, Apt. 1G, Freeport, New York 11520 be granted for a two-year term effective March 1, 2023 and ending February 28, 2025, to interpret in the Freeport Village Court for a not to exceed cost of \$150.00 per session.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Village Attorney
11/15/2022

Professional Services Agreement

by and between

INCORPORATED VILLAGE OF FREEPORT

and

MILDRED MENENDEZ

March 1, 2023 to February 28, 2025

**Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York, 11520**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the ___ day of February, 2022, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and Mildred Menendez residing at 200 West Merrick Road, Apt. 3D, Freeport New York 11520 (hereinafter referred to as "MENENDEZ")

WITNESSETH:

WHEREAS, the Village of Freeport requires the services of per diem interpreter for the Freeport Village Court;

WHEREAS, the Village currently engages the professional services of MENENDEZ to provide translation in the Freeport Village Court;

WHEREAS, the Village of Freeport wishes continue its relationship with MENENDEZ;

NOW THEREFORE, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. *Employment*

IVF hereby employs MENENDEZ as an independent contractor, and MENENDEZ hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 28, 2025, and the right on the part of either party to cancel this Agreement upon written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of for services rendered by MENENDEZ shall be paid pursuant to paragraph 3 hereof.

3. *Compensation and Hours*

- A. MENENDEZ shall be paid at the rates of \$150.00 per Court Session
- B. Claims for this project shall be made on claim forms furnished by the Village Treasurer certified as approved by the Mayor and Board of Trustees.

4. *Duties*

MENENDEZ shall provide translation services within the Freeport Village Court.

5. *General Release*

The acceptance by MENENDEZ of any payment made under this agreement shall operate on and shall be a release to the Village from all claims and liability to MENENDEZ, its successors, legal representatives, and assigns, for anything done or furnished under or by provisions of this agreement.

6. *Extent of Services*

MENENDEZ shall devote such time, attention and energies to the IVF as is required. MENENDEZ shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that MENENDEZ shall not disclose any information, IVF documents and/or other information given to or acquired by MENENDEZ in the course of performing her duties.

7. *No Participation*

MENENDEZ acknowledges and agrees that this contract shall not give or extend to MENENDEZ, or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to MENENDEZ under the terms of this Agreement.

8. *Death or Disability*

If due to death, disability or illness, any of the owners, agents, or partners of MENENDEZ is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to MENENDEZ.

9. *Assignment*

This Agreement may not be assigned by MENENDEZ without the prior written consent of IVF.

10. *Notices*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (II) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, New York 11520

MILDRED MENENDEZ
250 W Merrick Road, Apt. 3D
Freeport, New York 11520

11. *Entire Agreement and Waiver*

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provisions, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

12. *Amendments*

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

13. *Non-Discrimination*

MENENDEZ will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. MENENDEZ will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, notices to be provided to IVF setting forth the provisions of this non-discrimination clause.

14. *Parties in Interest*

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement

intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

15. *Severability*

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

16. *Subject Headings*

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

17. *Applicable Law*

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

18. *Disclosure*

MENENDEZ hereby affirmatively states that no elected official, officer or employee of IVF has any interest in MENENDEZ.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By: _____
MAYOR ROBERT T. KENNEDY

MILDRED MENENDEZ

Approved as to form:

Howard E. Colton
Village Attorney

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Carmen Ramos, Village Court Clerk January 27, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 25, 2021:

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WHEREAS, the Freeport Village Court utilizes the services of two Court interpreters, to wit: Viviane Higgins and Mildred Menendez; and,

WHEREAS, the current personal services contracts for said individuals are due to expire on February 28, 2021 and it is respectfully requested that the renewal of the Court Interpreters contract be granted for two (2) years beginning March 1, 2021 through February 28, 2023; and

WHEREAS, the fee per session is \$150.00 and budget line A111004 545700 has been allocated for this expenditure with no change to the current rate and an expected expenditure of \$12,000.00 to \$14,000.00 per interpreter and there are sufficient funds available in budget line; and

NOW THEREFORE BE IT RESOLVED that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate agreements between the Village of Freeport and Mildred Menendez, 250 West Merrick Road, Apt. 1G, Freeport, New York 11520 be granted for a two-year term effective March 1, 2021 and ending February 28, 2023, to interpret in the Freeport Village Court for a not to exceed cost of \$150.00 per session.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Piñeyro	In Favor
Trustee Squeri	In Favor
Mayor Kennedy	In Favor

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

X Court

X Purchasing

INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert Fisenne, Superintendent of Public Works

Date: November 18, 2022

Re: 2023 ANNUAL WATER QUALITY TESTING SERVICES

The Water Department uses an outside lab to provide water quality testing for the Village of Freeport drinking water. The water is tested for bacteriological contaminants, organic compounds, inorganic compounds, pesticides, lead, copper, nitrates, and other contaminants. This testing is mandated by Nassau County Department of Health and must be performed by a qualified testing laboratory. The estimated cost of this professional services contract is \$50,000.00 and funding for this is included in the Water Department Operating Budget (WE95004 549810). The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on December 1, 2022. Bid documents will be available from December 5, 2022 through December 16, 2022. Bids will have a returnable date of December 20, 2022, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

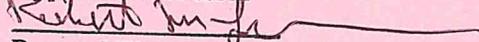


Robert R. Fisenne, P.E.
Superintendent of Public Works

Encl.

- c. P. Lester, Secretary to the Mayor
- P. Boening, Village Clerk
- K. Weltner, Purchasing Agent
- M. Quinton, Supervisor of Water Plant Operations

Approved as to form



Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted, to wit:

WHEREAS, the Water Department uses an outside lab to provide water quality testing for the Village of Freeport drinking water; and

WHEREAS, the water is tested for bacteriological contaminants, organic compounds, inorganic compounds, pesticides, lead, copper, nitrates, and other contaminants; this testing is mandated by Nassau County Department of Health and must be performed by a qualified testing laboratory; and

WHEREAS, procurement of said services requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Annual Water Quality Testing Services; and

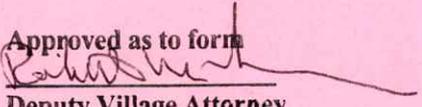
WHEREAS, the contract will be for a term of one year beginning March 1, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the estimated cost of the contract is \$50,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE95004 549810); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2023 Annual Water Quality Testing Services" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2023 ANNUAL WATER QUALITY TESTING SERVICES

FOR

THE INCORPORATED VILLAGE OF FREEPORT WATER DEPARTMENT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

2023 ANNUAL WATER QUALITY TESTING SERVICES

until 11:00 A.M. on **December 20, 2022**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 5, 2022 until 4:00 P.M. December 16, 2022**. There is no charge for the bid documents.

The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Board, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 1, 2022
Freeport Herald

INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: November 18, 2022

Re: 2023 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

The Water Department uses various products to treat the water prior to being pumped into the distribution system. One product is Calcium Hypochlorite tablets. Water Plant Operators use Calcium Hypochlorite tablets in the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement. The estimated annual cost of this purchase contract is \$34,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541210). The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 1, 2022. Bid documents will be available from December 5, 2022 through December 16, 2022. Bids will have a returnable date of December 20, 2022, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

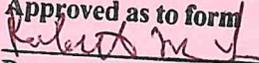


Robert R. Fisenne, P.E.

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
M. Quinton, Supervisor of Water Plant Operations

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted, to wit:

WHEREAS, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

WHEREAS, one product is Calcium Hypochlorite tablets; the Water Plant Operators use Calcium Hypochlorite tablet in the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

WHEREAS, said procurement of said meters requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Furnishing of Calcium Hypochlorite (Tablet); and

WHEREAS, the contract will be for a term of one year beginning March 1, 2023, with an option for two (2) one-year extensions if mutually accepted; and

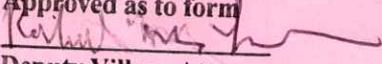
WHEREAS, the estimated cost of the contract is \$34,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE96004 541210); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2023 Furnishing of Calcium Hypochlorite (Tablet)" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form


Deputy Village Attorney

NOTICE TO BIDDERS

2023 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

FOR

**THE INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

2023 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

until 11:00 A.M. on **December 20, 2022**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 5, 2022 until 4:00 P.M. December 16, 2022**. There is no charge for the bid documents.

The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Board, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 1, 2022
Freeport Herald

INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: November 18, 2022

Re: 2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE

The Water Department uses various products to treat the water prior to being pumped into the distribution system. One product is liquid Sodium Hypochlorite. Water Plant Operators introduce liquid Sodium Hypochlorite into the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement. The estimated cost of this purchase contract is \$35,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541210). The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 1, 2022. Bid documents will be available from December 5, 2022 through December 16, 2022. Bids will have a returnable date of December 20, 2022, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

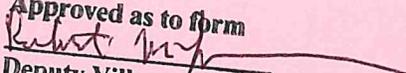


Robert R. Fisenne, P.E.

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
M. Quinton, Supervisor of Water Plant Operations

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted, to wit:

WHEREAS, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

WHEREAS, one product is liquid Sodium Hypochlorite; the Water Plant Operators introduce liquid Sodium Hypochlorite into the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

WHEREAS, said procurement of said meters requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Furnishing of Liquid Sodium Hypochlorite; and

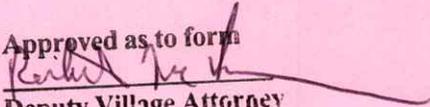
WHEREAS, the contract will be for a term of one year beginning March 1, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the estimated cost of the contract is \$35,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE96004 541210); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2023 Furnishing of Liquid Sodium Hypochlorite" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE

FOR

THE INCORPORATED VILLAGE OF FREEPORT WATER DEPARTMENT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE

until 11:00 A.M. on **December 20, 2022**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

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The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Board, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 1, 2022
Freeport Herald

INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: November 18, 2022

Re: 2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

The Water Department uses various products to treat the water prior to being pumped into the distribution system. One product is Sodium Hexametaphosphate, commonly known as Calgon. Water Plant Operators introduce Sodium Hexametaphosphate to sequester iron in the system. The estimated cost of this purchase contract is \$35,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541310). The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 1, 2022. Bid documents will be available from December 5, 2022 through December 16, 2022. Bids will have a returnable date of December 20, 2022, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

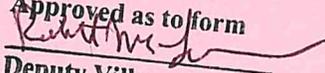


Robert R. Fisenne, P.E.

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
M. Quinton, Supervisor of Water Plant Operations

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, that the following resolution be adopted, to wit:

WHEREAS, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

WHEREAS, one product is Sodium Hexametaphosphate, commonly known as Calgon; the Water Plant Operators introduce Sodium Hexametaphosphate to sequester iron in the system; and

WHEREAS, said procurement of said meters requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Furnishing of Sodium Hexametaphosphate; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the estimated cost of the contract is \$35,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE96004 541310); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2023 Furnishing of Sodium Hexametaphosphate" in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form


Deputy Village Attorney

NOTICE TO BIDDERS

2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

FOR

**THE INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

until 11:00 A.M. on **December 20, 2022**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 5, 2022 until 4:00 P.M. December 16, 2022**. There is no charge for the bid documents.

The Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Board, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 1, 2022
Freeport Leader

INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, P.E., Superintendent of Public Works

Date: November 9, 2022

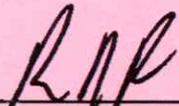
Re: **2022 ANNUAL WELL MAINTENANCE CONTRACT**

At the Village Board of Trustees meeting on February 7, 2022, the referenced requirements contract was awarded to A.C. Schultes Inc., 664 Evergreen Avenue, Woodbury Heights, NJ, 08097, in the amount of \$176,700.00. This contract provides for annual well maintenance of the Village of Freeport's eleven wells. Due to the need for specialized equipment and expertise it is sometimes necessary to contract the work out, as the nature of the work could not be performed in house by personnel from the Village of Freeport Water Department.

The Contract was set up as a one year contract expiring on February 28, 2023, with an option for two one-year extensions at no increase in the contract prices. Funding for this contract will come from the Water Department Operating Budget under the budget line WE95004 544810 which is for well equipment repairs.

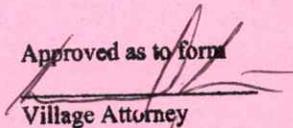
The Department of Public Works has requested an extension for the first extension term of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "**2022 Annual Well Maintenance Contract**" be extended for an additional year, from March 1, 2023 until February 29, 2024, to A.C. Schultes Inc., 664 Evergreen Avenue, Woodbury Heights, NJ, 08097, with no increase in the unit prices.



Robert R. Fisenne, P.E.
Superintendent of Public Works

Approved as to form



Village Attorney

11/10/2022

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
M. Quinton, Superintendent of Water

The following resolution was proposed by Trustee _____, seconded by Trustee _____, as follows:

WHEREAS, on February 7, 2022, the Board of Trustees awarded the bid for the “2022 Annual Well Maintenance Contract” to A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097, in the amount of \$176,700.00 for a term beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions at no increase in unit prices if mutually accepted; and

WHEREAS, the Department of Public Works has requested for the first one-year extension term of the Contract with the Contractor and the Contractor has agreed on this extension; and

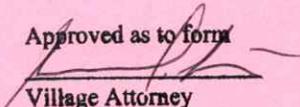
WHEREAS, funding for this contract will come from the Water Department Operating Budget line WE95004 544810, which is for well equipment repairs; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the “2022 Annual Well Maintenance Contract” with A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097, for the first one-year extension term beginning March 1, 2023 and ending February 29, 2024, in the amount of \$176,700.00, with no increase in unit prices.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Approved as to form


Village Attorney

11/15/2022

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2022 WELL MAINTENANCE

CONTRACTOR: A.C. Schultes, Inc.

DATE: October 21, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 10/31/22
AUGUST C. SCHULTES, IV (CONTRACTOR) PRESIDENT

ACCEPTED BY:  DATE: 11/9/22
(ENGINEER)

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 10, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 7, 2022:

It was moved by Trustee Squeri, seconded by Trustee Martinez that the following resolution be adopted:

WHEREAS, The Village of Freeport solicited bids for the “2022 Annual Well Maintenance” and twelve (20) bids were distributed with two (2) bids received on January 11, 2022 for the referenced maintenance contract; and

WHEREAS, this project provides for the annual well maintenance of the Village’s eleven wells and this is specialized work that cannot be performed by in-house personnel of the Water Department; and

WHEREAS, bids ranged from a high bid of \$235,400.00 to a low bid of \$176,700.00 and all bids have been reviewed and found to be in good order; and

WHEREAS, A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097 was the lowest bidder in the amount of \$176,700.00; and

WHEREAS, the contract will be for a term beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions at no increase in unit prices if mutually accepted; and

WHEREAS, funding for this contract will come from the Water Department Operating Budget line WE95004 544810, which is for well equipment repairs; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to award the contract for the “2022 Annual Well Maintenance Contract” to A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097, in the amount of \$176,700.00 for a term beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions at no increase in unit prices if mutually accepted.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor

THIS MAY NOT BE THE OFFICIAL AGENDA AS ADDITIONS AND DELETIONS MAY OCCUR.

AGENDA

BOARD OF TRUSTEES' MEETING

November 28, 2022

7:15 P.M. PUBLIC HEARING

1. To consider the Cablevision Franchise Agreement.

11-11-11

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Howard E. Colton, Village Attorney September 20, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 19, 2022:

It was moved by Trustee Martinez, seconded by Trustee Sanchez that the following sidewalk resolution be adopted:

**RESOLUTION TO ADJOURN PUBLIC HEARING –
Cablevision Systems Long Island Corporation**

WHEREAS, legal notice of a public hearing was duly authorized, published and posted for a public hearing to be duly held on May 26, 2022 at 7:15 pm, to hear testimony on the proposed cable television franchise renewal agreement between the Village of Freeport and Cablevision Systems Long Island Corporation for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission., and

WHEREAS, at the public meeting on May 26, 2022, the public hearing was duly adjourned to June 27, 2022 at 7:15 pm, and thereafter by subsequent resolutions further adjourned to various dates, most recently to September 19,2022 at 7:15 pm,

WHEREAS, in order to permit additional time for the Village and Cablevision Systems finalize the terms and conditions of the proposed franchise agreement, and to facilitate public discussion of the final agreement, , it is

RESOLVED, that the said public hearing, having been duly opened on May 26, 2022, and duly adjourned from time to time thereafter, most recently to September 19, 2022 at 7:15 pm, is hereby further adjourned for all purposes to October 19, 2022 at 7:15 pm.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	Not Present
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

Board & Comm.
X Claims Examiner
X Comptroller
X Court

X Police Dept.
X Publicity
X Public Works
X Purchasing

X Dep. V. Clerk
OTHER

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Howard E. Colton, Village Attorney October 20, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 19, 2022:

It was moved by Trustee Martinez, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, legal notice of a public hearing was duly authorized, published and posted for a public hearing to be duly held on May 26, 2022 at 7:15 pm, to hear testimony on a proposed cable television franchise renewal agreement between the Village of Freeport and Cablevision Systems Long Island Corporation for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission., and

WHEREAS, at the public meeting on May 26, 2022, the public hearing was duly adjourned to June 27, 2022 at 7:15 pm, and such hearing thereafter was adjourned from time to time by subsequent resolutions to various dates, most recently to October 19,2022 at 7:15 pm, and

WHEREAS, in order to permit additional time for the Village and Cablevision Systems finalize the terms and conditions of the proposed franchise agreement, to permit time for public inspection of the proposed agreement, and to facilitate public discussion of the final agreement, , it is

RESOLVED, that the said public hearing, having been opened on October 19, 2022, is further adjourned for all purposes to October 31, 2022 at 7:15 pm.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Excused
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

X Claims Examiner
X Comptroller
X Court

X Publicity
X Public Works
X Purchasing

OTHER

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

DIRECTIVE

TO: Howard E. Colton, Village Attorney November 8, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 7, 2022:

It was moved by Trustee Martinez, seconded by Trustee Squeri that the following resolution be adopted:

**RESOLUTION TO RESCHEDULE PUBLIC HEARING –
Cablevision Systems Long Island Corporation**

WHEREAS, legal notice of a public hearing was duly authorized, published and posted for a public hearing to be duly held on May 23, 2022 at 7:15 pm, to hear testimony on the proposed cable television franchise renewal agreement between the Village of Freeport and Cablevision Systems Long Island Corporation for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission., and

WHEREAS, at the public meeting on May 23, 2022, the public hearing was duly adjourned to June 27, 2022 at 7:15 pm, and thereafter was further adjourned from time to time until October 31, 2022, and

WHEREAS, the scheduled October 31, 2022 meeting thereafter was cancelled, thus necessitating new legal notice of for the aforesaid public hearing,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Freeport will hold a public hearing at the Village Hall, 46 North Ocean Avenue, Freeport, New York on November 28, 2022, at 7:15 pm, at which time all interested parties shall be afforded the opportunity to be heard concerning the renewal of the cable television franchise of Cablevision Systems Long Island Corporation (Altice) in the Village of Freeport for a term of ten years. Copies of the proposed franchise renewal agreement are available for review in the Village Clerk’s Office, and it is further

RESOLVED, that the Village Clerk is directed to give notice of such public hearing as may be required by law.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

THESE ARE NOT OFFICIAL MINUTES UNTIL SAME HAVE BEEN APPROVED BY THE MAYOR AND BOARD OF TRUSTEES, AS THEY MAY BE AMENDED OR CORRECTED.

cc:

X Auditor
X Assessor
X Attorney
X Bldg. Dept.
Board & Comm.
X Claims Examiner
X Comptroller
X Court

X Electric Utilities
X Fire Dept.
X File
X Personnel
X Police Dept.
X Publicity
X Public Works
X Purchasing

X Registrar
X Rec. Center
X Treasurer
X Dep. Treasurer
X Dep. V. Clerk
OTHER



www.liherald.com

Affidavit of Publication

State Of New York,
Nassau County

Nancy Lanzilotta being duly sworn, deposes and says that he/she is the principal clerk of Richner Communications, Inc., publishers of the

Freeport Herald

A weekly newspaper published and mailed at

Freeport

New York and the attached notice of

10/31 BOARD OF TRUSTEES MEETING

CHANGE DATE TO NOV. 07, 2022

Was published in the issue(s) of that paper as follows:

10/27/22

LEGAL NOTICE
NOTICE OF CHANGE OF DATE FOR BOARD OF TRUSTEES MEETING
PLEASE TAKE NOTICE that the regularly scheduled meeting of the Board of Trustees of the Incorporated Village of Freeport scheduled for Monday, October 31, 2022 at 6:30 P.M. has been CANCELED and RESCHEDULED to Monday, November 7, 2022 at 6:30 P.M in the Municipal Building, Main Conference Room, 46 North Ocean Avenue, Freeport, New York. Pamela Walsh Boening Village Clerk
DATED: October 27, 2022 134976

Nancy Lanzilotta

Subscribed and sworn to before me this October 27, 2022

[Signature]

Notary Public

STUART RICHNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02R16155489
Qualified in NASSAU County
Commission Expires 11/13/22

BALDWIN HERALD • BELLMORE HERALD • EAST MEADOW HERALD • FRANKLIN SQUARE/ELMONT HERALD • FREEPORT HERALD • GLEN COVE HERALD
HEMPSTEAD BEACON • LONG BEACH HERALD • LYNBROOK/EAST ROCKAWAY HERALD • MALVERNE/WEST HEMPSTEAD HERALD • MERRICK HERALD
NASSAU HERALD • OCEANSIDE/ISLAND PARK HERALD • OYSTER BAY HERALD • ROCKAWAY JOURNAL • SEA CLIFF/GLEN HEAD HERALD
ROCKVILLE CENTRE HERALD • SEAFORD HERALD • SOUTH SHORE RECORD • UNIONDALE BEACON • VALLEY STREAM HERALD • WANTAGH HERALD
2 Endo Boulevard • Garden City, NY 11530 • Voice: 516-569-4000 • Fax: 516-569-4631

10-1-2011

10-1-2011

NOTICE OF PUBLIC HEARING

The Board of Trustees of the Incorporated Village of Freeport shall conduct a public hearing to be duly held on November 28, 2022, at 7:15 pm, at the Village Hall, 46 No. Ocean Avenue, Freeport, New York, with respect to a proposed cable television franchise renewal agreement between the Village of Freeport and Cablevision Systems Long Island Corporation, for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission. At the said time and place, all interested parties may be heard with respect to the foregoing matters. The proposed franchise renewal agreement is available for public inspection at the Village Clerk's office at 46 North Ocean Avenue, Freeport, New York, 11520, during regular business hours, Monday through Friday, except legal holidays.

Pamela Walsh Boening
Village Clerk



www.liherald.com

Affidavit of Publication

State Of New York,
Nassau County

Nancy Lanzilotta being duly sworn, deposes and says that he/she is the principal clerk of Richner Communications, Inc., publishers of the

Freeport Herald

A weekly newspaper published and mailed at

Freeport

New York and the attached notice of

NOV.28 BOT MEETING CABLEVISION

Was published in the issue(s) of that paper as follows:

11/10/22

Nancy Lanzilotta

Subscribed and sworn to before me this, November 10, 2022.

Notary Public

STUART RICHNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 0107565489
Qualified in NASSAU County
Commission Expires 11/13/22

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING

The Board of Trustees of the Incorporated Village of Freeport shall conduct a public hearing to be duly held on November 28, 2022, at 7:15 pm, at the Village Hall, 46 No. Ocean Avenue, Freeport, New York, with respect to a proposed cable television franchise renewal agreement between the Village of Freeport and Cablevision Systems Long Island Corporation, for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission. At the said time and place, all interested parties may be heard with respect to the foregoing matters. The proposed franchise renewal agreement is available for public inspection at the Village Clerk's office at 46 North Ocean Avenue, Freeport, New York, 11520, during regular business hours, Monday through Friday, except legal holidays. Pamela Walsh Boening Village Clerk 135409

BALDWIN HERALD • BELLMORE HERALD • EAST MEADOW HERALD • FRANKLIN SQUARE/ELMONT HERALD • FREEPORT HERALD • GLEN COVE HERALD
HEMPSTEAD BEACON • LONG BEACH HERALD • LYNBROOK/EAST ROCKAWAY HERALD • MALVERNE/WEST HEMPSTEAD HERALD • MERRICK HERALD
NASSAU HERALD • OCEANSIDE/ISLAND PARK HERALD • OYSTER BAY HERALD • ROCKAWAY JOURNAL • SEA CLIFF/GLEN HEAD HERALD
ROCKVILLE CENTRE HERALD • SEAFORD HERALD • SOUTH SHORE RECORD • UNIONDALE BEACON • VALLEY STREAM HERALD • WANTAGH HERALD

2 Endo Boulevard • Garden City, NY 11530 • Voice: 516-569-4000 • Fax: 516-569-4631

RE: Cablevision/Altice Hearing
RETURN TO: Pamela Walsh Boening

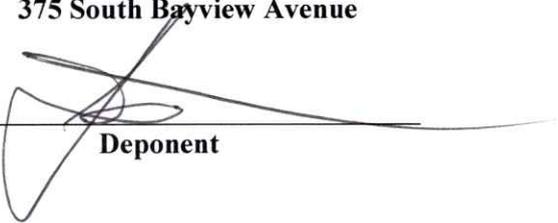
AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Josephine Mouradian, being duly sworn, deposes and states that on the _____ day of November, 2022 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

MUNICIPAL BUILDING	46 North Ocean Avenues
MEMORIAL LIBRARY	144 West Merrick Road
RECREATION CENTER	130 E. Merrick Road
FREEPORT HOSE CO. #1	22 Southside Avenue
FREEPORT HOSE CO. #2	15 Broadway
FREEPORT HOSE CO. #3	375 South Bayview Avenue



Deponent

Sworn to before me this 10th day

of November 2022

Anna M. Baccuska
ALINA M. BACIUSKA
Notary Public State of New York
No. 01BA6134838
Qualified in Nassau County
Term Expires October 11, 2025

NOTICE OF PUBLIC HEARING

The Board of Trustees of the Incorporated Village of Freeport shall conduct a public hearing to be duly held on November 28, 2022, at 7:15 pm, at the Village Hall, 46 No. Ocean Avenue, Freeport, New York, with respect to a proposed cable television franchise renewal agreement between the Village of Freeport and Cablevision Systems Long Island Corporation, for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission. At the said time and place, all interested parties may be heard with respect to the foregoing matters. The proposed franchise renewal agreement is available for public inspection at the Village Clerk's office at 46 North Ocean Avenue, Freeport, New York, 11520, during regular business hours, Monday through Friday, except legal holidays.

Pamela Walsh Boening
Village Clerk

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

- x The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.
- The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.
(See reasons below)

Project: A franchise renewal agreement between the Incorporated Village of Freeport and Cablevision Systems Long Island Corporation

Applicant : Cablevision Systems Long Island Corp.

Description: The proposed action is a cable television franchise renewal agreement between the Incorporated Village of Freeport and Cablevision Systems Long Island Corporation for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission.

Lead Agency: Department of Buildings
for the Board of Trustees
Village of Freeport
46 North Ocean Avenue

Agency Contact Person:
Superintendent of Buildings
(516) 377-2242

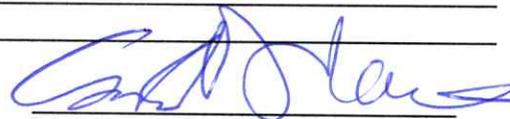
REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) _____

B) Possible environment effects identified:
(only if positive determination)

DATED: Freeport, New York
November 18, 2022



Sergio Mauras
Superintendent of Buildings

IMPORTANT: This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is a cable television franchise renewal agreement between the Incorporated Village of Freeport and Cablevision Systems Long Island Corporation for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is a cable television franchise renewal agreement between the Incorporated Village of Freeport and Cablevision Systems Long Island Corporation for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

Cable Franchise Agreement
by and between
The Village of Freeport, NY
and
Cablevision Systems Long Island Corporation

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EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL APPROVAL BY ALTICE USA MANAGEMENT

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Village of Freeport, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Cablevision Systems Long Island Corporation, a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (see 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee’s existing telecommunications and information services network (“Fiber Network”) transmits both Cable and Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the past performance of the Franchisee and the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee is in material compliance with its existing franchise and applicable law and that its Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to continue to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC’s franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a renewal franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: The tier of Cable Service which includes the retransmission of primary local television broadcast signals provided to any Subscriber and, to the extent required by applicable law, any PEG Channels required by this Franchise, and which may also include any additional video programming signals as determined by Franchisee.

1.4 *Bundled Service*: The offering of Cable Services with any Non-Cable Service offering for a single, aggregate price.

1.5 *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.6 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.7 *Cable System or System*: Shall be defined herein as the facility, which is the subject of this Franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receiver/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data or other forms of electronic, electromechanical, optical, or electrical signals.

1.8 *Channel*: Shall be defined herein as a portion of the electromagnetic frequency spectrum which is used in the Cable System, and which is capable of delivering a television channel.

1.9 *Communications Act*: The Communications Act of 1934, as amended.

1.10 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

1.11 *Educational Access Channel:* An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area as specified by the LFA pursuant to this Agreement.

1.12 *FCC:* The United States Federal Communications Commission, or successor governmental entity thereto.

1.13 *Force Majeure:* An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances or disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays resulting from waiting for utility providers to service, monitor or maintain utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14 *Franchise Area:* The incorporated area (entire existing territorial limits) of the LFA.

1.15 *Franchisee:* Cablevision Systems Long Island Corporation and its lawful and permitted successors, assigns and transferees.

1.16 *Government Access Channel:* An Access Channel available for the sole noncommercial use of the LFA.

1.17 *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area.

Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation, Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) pay-per-view and video on demand Cable Service over the Cable System; (iv) revenues from the sale or lease of access channel(s) or channel capacity; (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Service Area, subject to the

exceptions below. The allocation shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Subject to Section 12.21 of this Agreement, for the purpose of calculating Franchise Fees paid to the LFA, Gross Revenue shall include Cable Service subscriber revenue in the Franchise Area from DVR functionality.

Gross Revenue shall not include: Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any expenses or payments made pursuant to Article 5 of this Agreement.

1.18 *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

1.19 *Internet Access:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20 *Local Franchise Authority (LFA)*: The Incorporated Village of Freeport, New York, or the lawful successor, transferee, or assignee thereof.

1.21 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.22 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.23 *NY PSC*: The New York Public Service Commission.

1.24 *PEG*: Public, Educational, and Governmental.

1.25 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.26 *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.27 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.28 *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.

1.29 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee’s express permission.

1.30 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

1.31 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.32 *Transfer of the Franchise*:

1.32.1 Any transaction in which:

1.32.1.1 a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.32.1.2 the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.32.2 However, notwithstanding Sub-subsections 1.32.1.1 and 1.32.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.33 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way and such other areas within the Franchise Area where authorized by private or public property owners or applicable law, if such authorization is necessary. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *The Fiber Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3 *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked or terminated as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4 *Grant Not Exclusive*: The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's Fiber Network.

2.5 *Franchise Subject to Federal and State Law*: Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and State law as may be amended, including but not limited to the Communications Act.

2.6 *No Waiver:*

2.6.1 The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7 *Construction of Agreement:*

2.7.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.7.3 Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall use best efforts to modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and approval of any modification.

2.8 *Police Powers:* The LFA shall not subject the Franchisee to any local laws that are inconsistent with this Franchise, or any restrictions or conditions on the construction, location, or siting of the System, except for generally applicable requirements consistent with law, provided, however that nothing in this Franchise shall be construed to prohibit the LFA's reasonable, necessary and lawful exercise of the police powers including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however, that such laws and regulations are reasonable, not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders. Furthermore, to the extent that the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the LFA pursuant to the necessary and reasonable exercise of its police power, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other

than those necessary to offset the reasonable administrative costs of issuing such permit(s) or otherwise permitted by law), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the LFA shall limit the basis of its decision to pedestrian and traffic safety, or any other factor permitted by law that are reasonable and considered in a timely manner.

2.9 *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.10 *Restoration of Subscriber Premises:* The Franchisee shall ensure that the Subscriber's premises are promptly restored to at least their pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* Franchisee shall continue to offer Cable Service to all residential areas of the Service Area, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis; (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1 and Section 3.2; and (H) to Subscribers or prospective Subscribers who fail to abide by the Franchisee's terms and conditions of Service.

3.1.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than 35 occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the LFA that the density requirements have been met.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all

residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five 35 occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five 35 occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, the Franchisee shall charge the recipient the Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun.

3.2.1 Within the Service Area, subject to the other terms of this Agreement, the Franchisee will make Cable Service available to business locations, provided the owners or tenants of such locations, and such locations themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.

3.3 *Cable Service to Public Buildings:* Subject to Section 3.1, and applicable federal law and FCC rules and regulations, Franchisee shall provide, without charge within the Service Area, one service outlet activated for the tier of Service that includes the PEG channels, and any associated equipment (not including any television receiver) required to receive such tier, to each public school, private school accredited by the New York State Board of Regents, public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in **Exhibit A** attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than one thousand (1000) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such aerial extension in excess of one thousand (1000) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one thousand (1000) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service or equipment (other than a television receiver) necessary to receive Basic Service to the additional service outlets once installed. For underground installations, the Franchisee shall charge the recipient the Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

3.4 *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

4. SYSTEM FACILITIES

4.1 *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction,

installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2 *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 On the Effective Date, the System shall be an active two-way plant designed to provide for a minimum channel capacity of not less than 77 channels including video-on-demand, pay-per-view, and other premium Cable Services.

4.3 *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods to the extent required by and permissible under law and voluntarily agreed upon by Franchisee or directed by a lawful order of the PSC after all time to appeal such order has run.

4.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

4.5 *Parental Control:* Upon request by any digital Subscriber, and where technologically feasible, the Franchisee shall provide such requesting digital Subscriber with a parental control device. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5. PEG SERVICES

5.1 *PEG Set Aside:* Franchisee shall provide capacity for one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and one (1) dedicated Government Access Channel (collectively, "PEG Channels"). If required by applicable law, the PEG Channels shall be provided on Franchisee's Basic Service tier. The programming to be carried on each of the PEG Channels set aside by Franchisee is reflected in **Exhibit C** attached hereto. The LFA hereby authorizes Franchisee to transmit such programming within and outside LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.1 Subject to Article 3 hereof, Subscribers within the Freeport School District located within the jurisdictional boundaries of the LFA shall receive the PEG Channels set aside by Franchisee pursuant to this Franchise.

5.1.2 To the extent the Franchisee is providing an Educational Access Channel to Subscribers in the unincorporated areas of the Town of Hempstead residing in the Baldwin Union Free School District pursuant to the Franchisee's cable franchise agreement with the Town of Hempstead, the Franchisee shall also provide such Educational Access Channel to Subscribers residing in those areas within the jurisdictional boundaries of the LFA that are within the Baldwin Union Free School District. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2 *PEG Grant:* Franchisee shall provide a grant to the LFA to be used in support of the production of local PEG programming (the "PEG Grant"). The PEG Grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, for renovation or construction of PEG access facilities, or for other PEG capital purposes.

5.2.1 The PEG Grant provided by Franchisee hereunder shall be paid as follows:

i. The first installment of the PEG Grant in the amount of Twenty Five Thousand Dollars (\$25,000) shall be paid within forty five (45) days of the Effective Date.

ii. If, on or before the Fifth (5th) anniversary of the Effective Date, Verizon NY, Inc. has executed a franchise renewal agreement with the LFA for a term of at least five (5) years, which contains at least the same PEG grant obligations to the one contained in this Agreement (as determined on an annually prorated basis of at least Five Thousand Dollars (\$5,000) per year), then Franchisee shall pay to the LFA a second installment of the PEG Grant in the amount of Twenty Five Thousand Dollars (\$25,000) within thirty (30) days of the fifth (5th) anniversary of the Effective Date.

iii. If, on the seventh (7th) anniversary of the Effective Date, Franchisee: (A) is the only franchised provider of Cable Service in the Franchise Area; and (B) has not made the installment payment pursuant to Subsection 5.2.1(ii) of this Agreement; then Franchisee shall pay to the LFA a second installment of the PEG Grant in the amount of Fifty Thousand Dollars (\$50,000) within thirty (30) days of the seventh (7th) anniversary of the Effective Date.

5.2.2 Upon request, the LFA shall provide Franchisee with a complete accounting of the distribution of funds granted pursuant to this Section 5.2.

5.2.3 The LFA shall impose an obligation of at least the same aggregate annual value as the PEG Grant obligation contained in this Section 5.2 on each new and renewed providers of Cable Service in the Service Area. In any event, if any new or renewed franchise agreement between the LFA and any other provider of Cable Service in the Service Area contains obligations that are lesser in annual amount or aggregate value than the PEG Grant obligation imposed in this Section 5.2, Franchisee's PEG Grant obligations under Section 5.2 shall thereafter be reduced to an equivalent annual amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

5.3 *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.4 *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the Franchise Grant or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. FRANCHISE FEES

6.1 *Payment to LFA:* Beginning sixty (60) days after the Effective Date, Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"); provided however that until such time as Franchisee shall pay a Franchise Fee in accordance with this Franchise, it shall continue to pay a franchise fee in accordance with its previous franchise renewal agreement with the LFA. In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2 *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

6.3 *Supporting Information:* A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the LFA.

6.4 *Audit of Franchise Fee Payments:* The LFA, or its designee, may conduct an audit or other inquiry in relation to payments made by Franchisee no more than once every two (2) years during the Term. As a part of the audit process, LFA or LFA's designee may inspect Franchisee's books of accounts relative to LFA at any time during regular business hours and after thirty (30) calendar days prior written notice.

6.4.1 All records deemed by LFA or LFA's designee to be reasonably necessary for such audit shall be made available by Franchisee in a mutually agreeable format and location, including, at the LFA's request, Franchisee's offices in Nassau County. Franchisee agrees to give its full cooperation in any audit and shall provide responses to inquiries within thirty (30) calendar days of a written request. Franchisee may provide such responses within a reasonable time after the expiration of the response period above so long as Franchisee has made a good faith effort to procure any such tardy response.

6.4.2 If the results of any audit indicate that Franchisee (i) paid the correct franchise fee, (ii) overpaid the franchise fee and is entitled to a refund or credit, or (iii) underpaid the franchise fee by five percent (5%) or less, then LFA shall pay the LFA's costs of the audit. If the results of the audit indicate Franchisee underpaid the franchise fee by more than five percent (5%), then Franchisee shall pay the reasonable, documented, third-party costs of the audit, which costs shall be limited to Fifteen Thousand Dollars (\$15,000).

6.4.3 Any auditor employed by LFA shall not be compensated on a success based formula, e.g., payment based on a percentage on underpayment, if any. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to Village.

6.4 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

6.5 *Bundled Services:* If Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders. Notwithstanding the foregoing, if the Franchisee bundles Cable Service with Non-Cable Service, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading Franchise Fee payments under this Franchise. The parties agree that tariffed telecommunications services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

6.6 *Section 626 Set-Of:* Franchisee agrees that it will not apply the Franchise Fee as an offset against the special franchise tax provided for in N.Y. Real Property Tax Law Section 626 for each tax period that the Franchisee receives from the LFA a written, signed

confirmation that each other provider of Cable Service or cable service (as such term may be defined by other providers) in the Service Area did not use its special franchise tax offset right for such tax period. Further, provided the LFA obtains and enforces a full and complete waiver of the special franchise tax offset in writing in the amended or renewal agreement of each existing provider, the Franchisee agrees that it will not apply the Franchise Fee as an offset against the special franchise tax. In addition, the LFA agrees that it shall impose the same special franchise tax offset restriction upon all new providers of Cable Service or cable service (as such term may be defined by other providers) in the Service Area to be expressed in writing in the franchise agreement of each new cable provider. Notwithstanding the above, if an existing or new cable provider begins at some future date to use its offset right against the special franchise tax, then Franchisee may also use its offset right and the above waiver is no longer in effect. The operation of this Section 6.5 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service.

7. REPORTS AND RECORDS

7.1 *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law, and shall only disclose it to employees, representatives, and agents thereof who the LFA deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this section, "proprietary and confidential" information includes, but is not limited to: information related to the Cable System design, trade secrets, Subscriber lists, marketing plans, financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL, or similar law for the disclosure of information that the Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify the Franchisee of such request. If the LFA determines in good faith that public disclosure of the requested information is required under FOIL, the LFA shall so notify Franchisee and, before making the disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2 *Records Required:* Franchisee shall at all times maintain:

7.2.1 Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term “complaint” as used herein refers to complaints about any aspect of the Cable System or Franchisee’s cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2 Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5 A map showing the area of coverage for the provisioning of Cable Services.

7.3 *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1 *Insurance:*

8.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

8.1.1.1 Commercial General Liability Insurance in the amount of five hundred thousand dollars (\$500,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee’s Cable Service business in the LFA applicable to a standard form general liability policy.

8.1.1.2 Workers’ Compensation Insurance in conformity with all legal requirements of the State of New York.

8.1.1.3 Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker’s Compensation Insurance, and excess liability or umbrella coverage.

8.1.3 Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

8.1.4 Each of the required insurance policies shall be with insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-.

8.1.5 Within thirty days after the confirmation of this agreement by the PSC, Franchisee shall deliver to the LFA copies of Certificates of Insurance showing evidence of the required coverage.

8.2 *Indemnification:* Franchisee agrees to indemnify the LFA, its officers, agents, boards, elected officials, and employees, for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.1 With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.2 The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.3 The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute

willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. TRANSFER OF FRANCHISE

9.1 *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted to it herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.32 above.

10. RENEWAL OF FRANCHISE

10.1 *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2 *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3 *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4 *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1 *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

11.2 *Franchisee's Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3 *Public Hearing:* Consistent with Section 11.6 below, (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above, the LFA shall provide Franchisee at least thirty (30) business days prior written notice of a public hearing, which will specify the time, place and purpose of such public hearing, including, whether revocation of this Franchise is a possible consequence at such hearing, and provide Franchisee the opportunity to be heard and to present evidence.

11.4 *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1 Seek specific performance, or other equitable relief with respect to any provision, which reasonably lends itself to such remedy, as an alternative to or in addition to damages; or

11.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5 *Revocation Hearing:* At any designated public hearing at which the LFA has informed the Franchisee that revocation is a possible consequence, in accordance with the written notice requirements set forth in Section 11.4 hereof, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing.

11.5.1 Following any public hearing at which revocation is a possible consequence, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and promptly thereafter the LFA shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise,

the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall, to the extent permitted under applicable law, have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt, of the written determination of the LFA.

11.5.2 The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6 *Abandonment of Service*: Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. MISCELLANEOUS PROVISIONS

12.1 *Actions of Parties*: In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2 *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

12.3 *Preemption*: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4 *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.4.1 Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and undue hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, or by overnight courier to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1 Notices to Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs,
New York

12.5.2 With a copy to:

Cablevision Systems Long Island Corporation
c/o Altice USA, Inc.
1 Court Square West
City, NY 11101
Attention: Legal Department

12.5.3 Notices to the LFA shall be mailed to:

Village Clerk
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

12.5.4 with a copy to:

Office of the Mayor
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Notwithstanding anything herein to the contrary, regulatory notices from Franchisee to the LFA which are required pursuant to state and/or federal rules and regulations may be served electronically upon the LFA, instead of by first class mail as described above, to an email address provided by the LFA.

12.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

12.7 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

12.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9 *Severability:* With the exception of the “material provisions” of this Agreement, if any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise. For purposes of this Agreement, the term “material provision” or “material provisions” shall mean the following: Section 2.3 (Term), Section 2.5 (Franchise Subject to State and Federal Law), Article 3 (Provision of Cable Service) in its entirety, Section 4.1 (System Facilities), Section 6.1 (Payment of Franchise Fees), Article 9 (Transfer of Franchise) and Section 11.6 (Abandonment of Service).

12.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

12.12 *Fiber Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee’s Fiber Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the Fiber Network or to relocate the Fiber Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13 *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14 *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15 *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.16 *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.17 *Identification of Franchisee's Employees, Vehicles & Contractors:* The Franchisee shall require all the Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee to wear a clearly visible identification card bearing their name and photograph.

12.17.1 The Franchisee shall make reasonable effort to account for all identification cards at all times

12.17.2 The Franchisee shall require all the Franchisee representatives to wear appropriate clothing while working at a Subscriber's premises
12.17.3 The Franchisee shall require that all service vehicle of the Franchisee and its contractors or subcontractors be clearly identified as such to the public. Specifically, the Franchisee vehicles shall be required to have the Franchisee's logo plainly visible. The Franchisee shall require that all contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

12.17.4 Except if prohibited by law written and approved after the effective date of the Agreement regulating door-to-door solicitation or other sales activities undertaken on public or private property within the LFA, including any licensing or permit obligations required for such activities, the obligations set forth in Section 12.17 of this Agreement shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the LFA. Notwithstanding anything herein to the contrary, Franchisee agrees that it employees, agents, contractors and subcontractors shall not enter upon any private property for purposes of solicitation where the property is posted "no soliciting", or is similarly posted, or where the property is included on a non-solicitation list maintained by the LFA and provided to Franchisee

12.18 *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules

12.19 *LFA Official:* The Mayor of the LFA, or a person designated by the Mayor in writing to exercise such authority, is the LFA official that is responsible for the continuing administration of this Agreement.

12.20 *Level Playing Field:*

12.20.1 Franchisee and the LFA agree that, as of the Effective Date, the terms and conditions of this Agreement are in compliance with the level playing field requirements of the NY PSC.

12.20.2 In the event that the LFA grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The LFA shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains

provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the LFA in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization; and, if the LFA approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms identified in writing by the Franchisee shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization, subject to written acknowledgment of such modification of the Agreement by the LFA issued prior to the effective date of the other franchise, franchise renewal or similar authorization. Such acknowledgement by the LFA shall not be unreasonably withheld or delayed by the LFA, and the Parties agree to negotiate in good faith a resolution of any disputes over the modification of the Agreement, consistent with applicable law and the Franchise, within thirty (30) days after the LFA's approval of such other franchise, franchise renewal or similar authorization.

12.20.3 In the event that a non-franchised multi-channel video service provides service to residents of the LFA, the Franchisee shall have a right to petition for amendments to the Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of this Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The LFA shall not unreasonably deny Franchisee's petition.

12.20.4 Nothing in this Section 12.20 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to section 625 of the Cable Act, 47 U.S.C. Section 545.

12.21 *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

AGREED TO THIS ____ DAY OF _____, 2022.

The Incorporated Village of Freeport

By: _____
Mayor Robert T. Kennedy

Cablevision Systems Long Island Corporation

By: _____
Chrissy Buteas, Vice President, Government Affairs

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Subject to the provisions of Article 3 hereof, Franchisee shall provide, without charge within the Service Area, one service outlet for Basic Service to each public school, private school accredited by the New York State Board of Regents, public library, and such other buildings as designated in writing by the LFA.

EXHIBIT B

FRANCHISE AREA/SERVICE AREA

The Service Area shall be the Franchise Area. A map of the Service Area is attached hereto.

The construction of the Franchisee's Fiber Network has been completed throughout the Franchise Area subject only to Subsection 3.1.1 and Section 3.2 of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area, nor is a map of the Service Area necessary.

In the event any additional territory is annexed to the Village subsequent to the commencement of this Agreement, such additional territory shall be deemed a part of the Service Area and Franchise Area upon the effective date of such annexation, and service shall be offered and made available in such territory pursuant to Section 3.1.1 hereof within twelve (12) months after the effective date of annexation.

EXHIBIT C
PEG CHANNELS

PEG Channels to be provided in accordance with the Cable Law.

RESOLUTION AUTHORIZING THE VILLAGE OF FREEPORT TO RENEW A CABLE FRANCHISE AGREEMENT WITH CABLEVISION SYSTEMS LONG ISLAND CORPORATION TO OPERATE A CABLE SYSTEM IN THE VILLAGE OF FREEPORT, NY

WHEREAS, the Village of Freeport, Count of Nassau, State of New York, (the "Village") is a "franchising authority" in accordance with Title VI of the Communications Act of 1934, (the "Communications Act"), and is authorized to grant one or more nonexclusive cable television franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended (collectively the "Cable Laws");

WHEREAS, the Village duly executed a franchise renewal agreement with Cablevision Systems Long Island Corporation (the "Franchisee") on July 28, 2011, which was thereafter confirmed and made effective by the New York State Public Service Commission on October 21, 2011 for a term of ten (10) years (Case No. 11-V-0421) and

WHEREAS, said franchise agreement thereafter expired on October 21, 2021; and

WHEREAS, Franchisee has submitted a proposed franchise renewal agreement (the "Franchise Renewal Agreement") to continue operating said cable system within the Village; and

WHEREAS, the Village and Franchisee, each acting by their duly authorized representatives, have mutually agreed to the terms of said Franchise Renewal Agreement; and

WHEREAS, the Village, acting by its duly authorized Board of Trustees, has determined that the Franchisee is and has been in substantial compliance with all terms/provisions of its existing franchises and applicable law; and

WHEREAS, the Village, acting by its duly authorized Board of Trustees, has determined that Franchisee has the requisite legal, technical and financial capabilities to operate cable systems within the Village and that Franchisee's proposals for renewal of the franchises meet the cable related needs of the Community; and

WHEREAS, a duly noticed Public Hearing, affording an opportunity for all those interested parties within the Village to be heard on the proposed Franchise Renewal Agreement, was held before the Village Board of Trustees on October 31, 2022.

NOW, THEREFORE, be it

RESOLVED, that the Village Board of Trustees hereby finds and determines that it is in the best interest of the public to award the Franchise Renewal Agreement to the Franchisee; and be it

FURTHER RESOLVED that the Village Board of Trustees hereby authorizes the Mayor to enter into the Franchise Renewal Agreement with CABLEVISION SYSTEMS LONG ISLAND CORPORATION and to execute any other documents necessary to effectuate the granting of the franchise renewal on behalf of the VILLAGE OF FREEPORT.

Dated: November 28, 2022

Signed _____

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING